

Licence Agreement

concluded pursuant to Sec. 2358 and ff. of Act No. 89/2012 Coll., Civil Code, and Act. No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as subsequently amended (hereinafter referred to as “Copyright Act”) between the following parties:

Institute of Mathematics of the Czech Academy of Sciences, v.v.i.

Žitná 25, 115 67 Praha 1, Czech Republic

Incorporation No.: 67985840

Represented by Martin Markl (hereinafter called the “Publisher”)

and

Author (name and surname):

(hereinafter called the “Author”)

The parties have entered into the following Licence Agreement:

I. Journal

The Publisher publishes the professional journal Higher Structures, ISSN 2209-0606 (hereinafter called the “Journal”).


II. Author’s Representations

1. If there are co-authors of the article, the Author represents and warrants that he/she is entitled to represent them as an indirect proxy (to negotiate on his/her own behalf and on their account). The co-authors are as follows:
2. The Author hereby confirms that
 - a) he/she exercises all the copyrights related to the article (title):

(hereinafter referred to as the “Work”) and that the Work is the result of a unique creative performance of the Author and co-author(s);
 - b) the Work has not been published as yet in whole or in part;
 - c) the Work is not currently being considered for publication by any other peer-reviewed journal and will not be submitted for such consideration;
 - d) no other person may claim any rights and titles to the Work, and the Work has not been encumbered with any rights of third parties;
 - e) if the Work is an employee work, the Author and the employer have agreed, that the Author shall exercise the economic rights to the Work and is authorized to sign this Licence Agreement;
 - f) if the Work is a work created to order, the Author declares that he/she is authorized to sign this Licence Agreement.

Failing that, it is necessary that the Author refers to the Publisher. Unless the Author has done so, the Author is responsible to the Publisher for the consequences resulting therefrom, namely, damages and other loss.

III. Licence

1. The Author hereby grants the Publisher the non-exclusive licence to use the Work, including also the title to publish the Work in the Journal (i.e. the Author grants the Publisher the right to reproduce the Work pursuant to Sec. 13 of the Copyright Act, distribute the Work pursuant to Sec. 14 of the Copyright Act and to make the Work available in an intangible form pursuant to Sec. 18 of the Copyright Act).
2. The Publisher is entitled to publish the Work under the CC BY-NC-ND licence , i.e., it can be copied and redistributed in any medium or format under the following terms:
 - a) appropriate credit is given, a link to the license is provided, and it is indicated if changes were made;
 - b) the material may not be used for commercial purposes;
 - c) any material created by remixing, transforming or building upon the Work cannot be distributed.

3. The Publisher is entitled to post the electronic version of the Work into the Institutional repository of the Czech Academy of Sciences.
4. The Publisher obtains the right to grant a sublicense.
5. The Author grants the licence to the Publisher free of charge.
6. The Publisher reserves the right to make indispensable adjustments of the Work in the interest of unification of the style and of a correct language (grammar) of the contributions, and the Author agrees therewith.
7. The Licence Agreement is entered for the entire period of duration of the property rights to the Work.

IV. Final Provisions

This Licence Agreement

1. shall be governed by and interpreted according to Czech law, namely the relevant provisions of the Civil Code and the Copyright Act,
2. may only be changed by written amendments signed by both parties.

Date and Author's signature

Date, stamp and Publisher's signature

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