

LICENSE AGREEMENT

made by and between:

Corresponding Author #1 (name, institution, address, e-mail):

.....

Author #2 (name, institution, address, e-mail):

.....

Author #3 (name, institution, address, e-mail):

.....

Copyright owner #2 (name, address, e-mail):

.....

Copyright owner #3 (name, address, e-mail):

.....

(the "Licensors")

and

**Ústav teorie informace a automatizace AV ČR, v.v.i.
(Institute of Information Theory and Automation)**

Reg. No. 67985556, Pod Vodárenskou věží 4, CZ-182 08 Prague 8
represented by Director, Mrs. Jiřina Vejnarová

(the "Licensee")

WHEREAS

The Licensors wish to publish the article

Title:

.....

Article ID:

.....

URL:

.....

(the "Work")

in Kybernetika (a journal administered and owned by the Licensee) and the Licensee is willing to publish the Work in Kybernetika under the terms and conditions of this Agreement

NOW IT IS HEREBY AGREED AS FOLLOWS

The Licensors agree that the Licensee shall arrange for the publication of the Work in Kybernetika under the

Authors' names, edit the Work and indicate the Authors' authorship according to Kybernetika's standards on structure, format, layout and style, and that the Licensee shall be entitled to create extracts from the Work (e.g., abstracts or resumes).

The Licensors grant to the Licensee an exclusive, unlimited (in extent, manners of use, territory, time and quantity) and transferable License, throughout the world, for the full period of the copyright, to reproduce, to acquire reproductions, irrespective of whether direct or indirect, permanent or temporary, in whole or in part, acquired by any means and in any form, to archive, to distribute, to rent, to lend and to exhibit the Work, to communicate the Work to the public, including, but not limited to, performing the Work in all forms and using any media (e.g., in print, in an electronic format or via the internet), to use the Work for marketing and promotional purposes, to include the Work in databases subject to the terms and conditions of this Agreement, and the Licensee shall be entitled to sub-license and assign any and all of the rights hereunder in whole or in part without any special consent from or notification to any of the Licensors (that is, Section 2364 of the Czech Civil Code shall not apply).

The Licensee hereby accepts the License granted hereunder.

The Corresponding Author warrants to have obtained written permissions, mandates and copyright statements from all of the Authors and all of the Copyright owners (if any) to grant the License hereunder and to sign this agreement as agent on behalf of all Authors and Copyright owners.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives:

Agreed and Accepted
For and on behalf of the Licensors
Date:
Name:
Signature:

Agreed and Accepted
For and on behalf of the Licensee
Date:
Name:
Signature:

TERMS & CONDITIONS

The Authors warrant that the Work is original, with the exception of any permitted third-party copyright material included in it, they have obtained all permissions to use parts of the Work under copyright (e.g., text passages, figures, data or other), the research reported in the Work has been conducted in an ethical and responsible manner, in full compliance with all relevant codes and legislation, all sources of research funding have been acknowledged, the Work does not infringe on the copyright or any other proprietary or intellectual property rights of any person or entity, cannot be construed as plagiarizing any other published work, including the Authors', and is not in any other way unlawful or in violation of any applicable laws.

The Authors represent that they have made their corrections to the Work, the Work has been finalized, and is ready for publication.

The Licensors warrant that the list of authors and copyright owners of the Work provided above is complete, they are aware that rules concerning government or corporate authorship may apply, no other third party owns copyright to any part of the content of the Work, no third party has been granted license or assigned to publish the Work previously, the Work has not been submitted to, nor is under consideration by, nor accepted for publication by, nor has been published by another journal, and the Work has not been published previously.

The Licensors, however, reserve the rights to reproduce the Work, material extracted verbatim from the Work, or derivative works for their personal or internal use, for their own future works, such as lectures, press releases, textbooks or reprint books, provided that Kybernetika and the Work are appropriately cited, any reproduced copies are not made publicly available (with the exceptions specified below), and are not offered for sale or donation anywhere. This allowed use includes presentation of the Work exactly as published in

Kybernetika, at the Licensors' archives, libraries and websites or in public digital scientific repositories (e.g., arXiv.org), provided there is a link to Kybernetika's site.

The Licensors shall, during the period of the exclusivity, refrain from granting to any third party licenses for all or any rights already granted to the Licensee hereunder, they shall refrain from exercising themselves the rights granted under the License, and they shall not violate the Licensee's rights under the License; in particular, they shall not publish, distribute or make available all or any part of the Work, unless such use is allowed explicitly by this Agreement.

The License is granted gratuitously and free of charge.

The Licensors shall keep the Licensee indemnified in full against all loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Licensee as a result of Licensors' breach of the warranties given in this Agreement.

A plural term shall be construed to mean the singular where necessary.

This License shall be governed by and construed in accordance with the Czech law.

Agreed and Accepted
For and on behalf of the Licensors
Date:
Name:

Signature:

Agreed and Accepted
For and on behalf of the Licensee
Date:
Name:

Signature:

INFORMATION ON PROCESSING OF AUTHORS' PERSONAL DATA

The Authors agree that the Licensee shall processes their names, surnames, affiliations, postal addresses and e-mail addresses for purposes of the Licensee's and Kybernetika's records and for the administration and the execution of the License and this Agreement, the legal basis being the performance of this Agreement, compliance with the Act on Archiving and Records Management and on the Amendment of Selected Acts no. 499/2004 Coll. and legitimate interests of the Licensee as a public research and scientific institution administering archival records of Kybernetika. The name, surname, affiliation and e-mail address form an integral part of the Work and shall be published with the Work in Kybernetika. Postal addresses shall not be disclosed to public. The processing includes internally and publicly accessible automated search of articles by author's name. Personal data shall not be subject to automated decision-making or profiling. The Licensee shall protect the personal data of the Authors and archive them for the period of existence of the Licensee or its legal successors. The personal data can be transferred to publishing houses and distributors of Kyberentika for the purposes of publishing and distributing the Work, and to scientific archives, libraries, repositories and databases for unlimited public access to the Work.

Agreed and Accepted
For and on behalf of the Authors
Date:
Name:

Signature: