**Date**:2022-01-01

Publishing Agreement

It refers to publication of an article:

**Title:** Click here to enter text

(article’s title)

**The marking of a publisher and author/authors** **at the end of this agreement.**

§ 1*.*

**Declarations**

The publisher declares that the publisher of the **Journal of civil engineering and transport**, hereinafter referred to as „Journal”.

1. The author/authors declare that:
	1. has full copyright on the work, including rights and licences on publication of all photos, figures and tables etc. contained in the work,
	2. has not transferred copyright on the work to any entity,
	3. has not granted a license for publishing it to any entity,
	4. the work (article) is original and without legal defects,
	5. the article has not been published before,
	6. this agreement does not infringe the rights of any third entity, particularly entity that the author is employed at, or entities that the Author cooperates with on any legal basis; potential conflict of interests will be described at the end of this agreement.
2. The author/authors shall be exclusively liable for legal defects of the work and potential claims of third parties concerning the use of copyright.

§ 2.

**The subject of this agreement is:**

* + 1. Transfer of copyright on the work by the author/authors to the publisher.

§ 3.

**Publishing conditions**

* + - 1. In order to execute this agreement, within the scope defined in § 2, the author/authors transfer to the publisher proprietary copyrights on the work, including exclusive right to allow to exercise derivative copyrights on the work, without separate remuneration, because benefit for the author shall be publishing the work in the journal.
			2. Transfer of rights is not limited in terms of purpose to its dissemination or in temporal or territorial terms, and these rights can be transferred to other entities without any limitations.
			3. Transfer of rights, referred to in sec. l of this paragraph, covers the following fields of exploitation:
1. recording using printing, IT, photographic, digital techniques,
2. multiplication using printing, IT, photographic, digital techniques regardless of the number of copies,
3. entering to computer memory,
4. putting to the market without subjective, territorial and time limits and regardless of purpose,
5. lending and leasing of the original or multiplied copies,
6. dissemination through: public exhibition, displaying, reconstructing and broadcasting and reemission,
7. public dissemination in a way that the individuals shall have access to the work in a selected place and time (particularly dissemination on the Internet).
	* + 1. The author/authors shall not have the right to separate remuneration for the use of the work in any of fields of exploitation mentioned above.
			2. The use of the work in all fields of exploitation mentioned above may happen in the following forms:
8. dissemination in full or in parts, independently or in the works of other entities, as well as in combination with the works of other entities,
9. dissemination after amendments applying any plastic and graphic techniques, change of colours and saturation of colours, scales and proportions, fonts,
10. dissemination after editorial amendments, among others, entering crossheads, undertitles,
11. dissemination in full or in parts for the purposes of promotion and advertising and in the competitions organized and co-organized by the publisher, particularly in the form of posters, advertising brochures, regardless of their format, advertisements, commercials, including audio-visual, multimedia commercials etc.,
12. editorial or graphic processing of the work by the publisher, and such use of the work shall not be treated as causing any damage to personal rights of the author/authors.
13. The author/authors authorizes publisher to exercise on his/her behalf personal rights to subjective work, including rights to:
14. decide about the first public dissemination,
15. to inviolability of form and content of the work and to its reliable use (integrity).
16. The publisher reserves the right – and author/authors accepts it – to withdraw from the agreement without compensation in the event of two positive reviews of submitted work. Both parties declare that proprietary copyrights shall remain in such cause for the author/authors.

§ 4.

Any changes and supplements to this Agreement must be made in writing, otherwise being null and void.

§ 5.

Any disputes arising from performance of this agreement shall be settled by the court having jurisdiction over the registered office of the publisher, under substantive and criminal Polish law.

§ 6.

This agreement was executed in two identical counterparts, one for each party.

§ 7.

The author/authors declare that conflict of interests refers to ………………………………………..….…………………………………. …………………………………………………………………………………………………………………………………….……………………………………………

**Publisher**: **Journal of civil engineering and transport**

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