TRANSFER OF COPYRIGHT AGREEMENT

I, the undersigned hereby declare that I am the author of the paper entitled: ………………

and, as according to Copyright Act 4th of Feb.1994 (including its later amendments) hold copyright to the text, tables as well as to the visual aids (photographs, diagrams, drawings, graphs) placed in the above mentioned paper. This copyright is hereby transferred to the Bialystok University of Technology for publication by its Publishing House in Acta Mechanica et Automatica in print as well as by electronic media

I also declare what follows:

– article is entirely original and has no borrowings from other works, which could result in liability of the publisher;
– article had never been fully published, nor is it considered for publication in another journal;
– copyright of the article are not limited in the scope of this declaration;
– publisher has the right to make necessary changes in the article, as a result of editorial development.

Place and Date  Signature of Corresponding Author
LICENSE TO PUBLISH

Please read the terms of this agreement, print, initial page 1, sign page 2, scan and send the document as one file attached to an e-mail to acta.mechanica@pb.edu.pl.

Article entitled (“Work” or “article”):

...........................................................................................................................................

Author/s: (also referred to as “Licensor/s”)

...........................................................................................................................................

Corresponding author: (if more than one author)

...........................................................................................................................................

Journal Name
Acta Mechanica et Automatica

Journal Owner
Bialystok University of Technology

1. License
The non-commercial use of the article will be governed by the Creative Commons Attribution-NonCommercial-NoDerivs license as currently displayed on http://creativecommons.org/licenses/by-nc-nd/3.0/, except that sections 2 through 8 below will apply in this respect and prevail over all conflicting provisions of such license model. Without prejudice to the foregoing, the author hereby grants the Journal Owner the license for commercial use of the article (for U.S. government employees: to the extent transferable) according to section 2 below, and sections 4 through 9 below throughout the world, in any form, in any language, for the full term of copyright, effective upon acceptance for publication.

2. Author’s Warranties
The author warrants that the article is original, written by stated author/s, has not been published before, contains no unlawful statements, does not infringe the rights of others, is subject to copyright that is vested exclusively in the author and free of any third party rights, and that any necessary written permissions to quote from other sources have been obtained by the author/s.

3. User Rights
Under the Creative Commons Attribution-NonCommercial-NoDerivs license, the author(s) and users are free to share (copy, distribute and transmit the contribution) under the following conditions: 1. they must attribute the contribution in the manner specified by the author or licensor, 2. they may not use this contribution for commercial purposes, 3. they may not alter, transform, or build upon this work.

4. Rights of Authors
Authors retain the following rights:
· copyright, and other proprietary rights relating to the article, such as patent rights,
· the right to use the substance of the article in future own works, including lectures and books,
· the right to reproduce the article for own purposes, provided the copies are not offered for sale,
· the right to self-archive the article.

5. Co-Authorship
If the article was prepared jointly with other authors, the signatory of this form warrants that he/she has been authorized by all co-authors to sign this agreement on their behalf, and agrees to inform his/her co-authors of the terms of this agreement.

6. Termination
This agreement can be terminated by the author or the Journal Owner upon two months’ notice where the other party has materially breached this agreement and failed to remedy such breach within a month of being given the terminating party’s notice requesting such breach to be remedied. No breach or violation of this agreement will cause this agreement or any license granted in it to terminate automatically or affect the definition of the Journal Owner. After the lapse of forty (40) years of the date of this agreement, this agreement can be terminated without cause by the author or the Journal Owner upon two years’ notice. The author and the Journal Owner may agree to terminate this agreement at any time. This agreement or any license granted in it cannot be terminated otherwise than in accordance with this section 6.

7. Royalties

This agreement entitles the author to no royalties or other fees. To such extent as legally permissible, the author waives his or her right to collect royalties relative to the article in respect of any use of the article by the Journal Owner or its sublicensee.

8. Miscellaneous

The Journal Owner will publish the article (or have it published) in the Journal, if the article’s editorial process is successfully completed and the Journal Owner or its sublicensee has become obligated to have the article published. Where such obligation depends on the payment of a fee, it shall not be deemed to exist until such time as that fee is paid. The Journal Owner may conform the article to a style of punctuation, spelling, capitalization and usage that it deems appropriate. The author acknowledges that the article may be published so that it will be publicly accessible and such access will be free of charge for the readers. The Journal Owner will be allowed to sublicense the rights that are licensed to it under this agreement. This agreement will be governed by the laws of Poland.

9. Scope of the Commercial License

The right and license granted under this agreement to the Journal Owner for commercial use is as follows:

a. to prepare, reproduce, manufacture, publish, distribute, exhibit, advertise, promote, license and sublicense printed and electronic copies of the article, through the Internet and other means of data transmission now known or later to be developed; the foregoing will include abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the article,

b. to exercise, license, and sublicense others to exercise subsidiary and other rights in the article, including the right to photocopy, scan or reproduce copies thereof, to reproduce excerpts from the article in other works, and to reproduce copies of the article as part of compilations with other works, including collections of materials made for use in classes for instructional purposes, customized works, electronic databases, document delivery, and other information services, and publish, distribute, exhibit and license the same.

The Journal Owner will be entitled to enforce in respect of third parties, to such extent as permitted by law, the rights licensed to it under this agreement.

If the article was written in the course of employment by the US or UK Government, and/or arises from NIH funding, please consult the Journal Owner for further instructions.

Author’s Signature:

..........................................................................................................................

Name printed:

..........................................................................................................................

Date:

..........................................................................................................................