Statement on publishing and usage license with Open Access extension

Author
Name: __________________________________________________________
Address: ________________________________________________________
E-mail address: ___________________________________________________

Publisher
Akadémiai Kiadó Zrt.
Prielle Kornélia u. 21–35.
1117 Budapest, Hungary
The statement shall be forwarded to the address of the journal editorial office.

Details of the article
Title: _____________________________________________________________________________________________
Journal title: _______________________________________________________________________________________
Co-authors: ________________________________________________________________________________________

Invoice information
Name: ____________________________________________________________________________________________
Address: __________________________________________________________________________________________
I am a member of the Editorial Board / Advisory Board of the journal: ☐ Yes ☐ No
Comments: ______________________________________________________________________________________
______________________________________________________________________________________________

I. Statements of the Author
I undersigned Author assume the liability by signing the present statement to provide the above article to the Publisher and authorize the Publisher to issue the above indicated article in the above indicated journal. I accept and agree that the editorial office and/or the Publisher shall conduct an independent peer review on the article before its publication and decide about publishing based on the results of this review. I acknowledge that the Publisher shall be entitled to the publishing and copyrights of the article and shall be licensed to use the article under the terms and conditions included in the present statement after the first publication.

I also declare that I have understood the Publisher’s Open Access Model which forms an annex to the present statement and I acknowledge that the Publisher respectively the Author shall henceforward exercise author’s economic rights related to the article according to the “Gold” or “Optional Open Access” terms and conditions, respectively the present statement.

I declare that the drafting of the article and the authorization of the Publisher for the publishing and copyrights and granting license to use the article according to the present agreement have been made from myself free of charge, I have no claims for financial compensation or cost reimbursement, I consider the publication of the articles by the Publisher indicating my authorship (ensuring the opportunity to publish) as a proportional and adequate equivalent for the license granted to the Publisher.

I eventually declare that I am obliged to pay an amount of ……………………………………,- HUF/EUR/USD, that is ……………………………………………………………………………. Forints/Euros/U.S. Dollars in the interest of publication with “Open Access” terms and conditions to the Publisher against the invoice of the Publisher within 15 days of the acceptance of the article as indicated under section II. I acknowledge that the Publisher shall provide a discount from the fee to be paid in those cases indicated under the actual price list information only, provided that I make my statement on the utilization of discounts available to the Publisher along with the handover of the present statement.

II. Handover of the article
The Author shall provide the article to the editorial office in a format suitable for electronic processing latest by the date agreed with the editorial office of the journal and/or the Publisher. Should the editorial office and/or the Publisher find the manuscript appropriate to be published, the Publisher shall arrange for an approved and pre-published copy of the article to be forwarded by the editorial office to the address of the Author indicated in the present statement. The author shall accept to return the article to the editorial office with amendments (if necessary) within three days and shall acknowledge that he/she may only confine himself/herself to formal corrections, no amendments to the content are possible in this stage.
III. The first publication of the article, the Publisher’s license for use
The Publisher has the exclusive right to publish the article first. The Author shall accept that the article will be published by the Publisher in a way that it is governed by the license terms of the Creative Commons Attribution-NonCommercial 3.0 Unported (CC BY-NC 3.0 – link: http://creativecommons.org/licenses/by-nc/3.0/) for medical journals and that of the Creative Commons Attribution 3.0 Unported (CC BY 3.0 – link: http://creativecommons.org/licenses/by/3.0/) for other journals, furthermore that the national law of the author is the Hungarian law. These facts shall be indicated by the Publisher after the first publication in a way that it is recognizable to everyone. The Publisher shall inform the Author about the first publication of the article in a timely manner.

The Publisher shall be entitled to the following – not exclusive - rights of use after the first publication:

- To make the article available to the public for download on their own official publisher webpage without any time restriction.
- To utilize the article for commercial purposes individually or for the entire journal without any geographic or time limitation (for subscribers, one-off downloaders, one-off buyers of the article archive, etc.).
- To convert the article into the optional electronic format, to copy the article on a PC or electronic data medium.
- To publish the article in the electronic and printed journals indicated on the official publisher homepage, also including those journals that are partially or entirely available to a third party against a subscription fee.
- To share the publishing and rights of use with any other third party, respectively exercise these rights together with a third party.
- To translate the article into a different language.
- To represent the author in the case of conducts of infringement of rights, unauthorized usage or violation of copyrights.
- To exercise all those rights that any third party is entitled to according to the license terms “CC BY NC 3.0” and “CC BY 3.0 indicated above.

The provisions of the below section V. shall be applied for the economic rights of the Author.

IV. Warranties and other commitments of the Author
The Author shall declare and warrant that he/she is the exclusive author of the article along with the above indicated co-authors – and he/she has the approval of all the other co-authors to publish the article in its current form –, the article is his/her own intellectual product, he/she has not partially or entirely assigned the rights to a third party to first publish the article before signing the present statement, therefore he/she has all the rights to authorize the Publisher to first publish the article, respectively exercise the rights of use related to the article based on the present statement.

The Author shall warrant by signing the present statement that there is no plagiarism in the article, the content is punctual and true to the best of the Author’s knowledge, it does not include any libel, or parts that are obscene or violate the copyrights, private life or any other rights of a third party, or that are illegal and shall warrant that the manuscript is not partly or entirely under review or being published at any other journals neither in English nor in any other languages.

The Author shall unconditionally accept that if he/she does not inform the Publisher in written about any co-authors of the article, he/she shall be considered as the only author of the article. Should the Author name co-authors, he/she shall make sure that all of them are indicated and shall warrant to represent the co-authors exclusively and entirely. He/she shall sign the present statement by the authorization of the co-authors accordingly which authorization shall cover the utilization of the intellectual products of the co-authors by the Publisher to the same extent and with the same terms and conditions (considering particularly that the license to use the article was granted free of charge, exclusively and without any restriction) as the rights and terms the Author shall provide to the Publisher with the present statement. Should any third party submit a claim for damages or any other claims against the Publisher due to the unauthorized usage of a content recognized in the article governed by the present statement, the financial consequences of this shall be borne by the Author.
The Author shall acknowledge and accept that if he/she wishes to publish such materials in his/her article the usage rights of which are possessed by a third party owner, publisher, author, then it is the sole responsibility of the Author to obtain the appropriate (as stated in the previous paragraph) publishing and usage licenses from the owner of the right before submitting the manuscript to the Publisher, respectively to the editorial office.

V. The economic rights of the Author – Open Access
The Author shall be entitled to the whole of the author’s economic rights after the first publication by the Publisher considering the rights secured to the Publisher by the present statement, and also considering that any economic rights to be exercised in connection with the article, especially during the publication of the article, the Author shall indicate it in a way that is recognizable to everyone that the Creative Commons license terms indicated under section III. shall be applied for any use of the article by any third party, furthermore that the national law of the Author is the Hungarian law.

The Author shall accept that he/she shall provide the exact location of the first publication of the article when exercising the author’s economic rights, particularly during the publication of the article or during making the article available to any third party and shall enclose the link to the location of the first publication in the following format: (http://dx.doi.org/ [The DOI-number of the article without brackets]). The Author shall also accept that if he/she exercises his/her author’s economic rights related to the so-called “preprint” version of the article, then he/she shall always indicate that it is the “preprint” version and which journal shall publish the so-called “fulltext” version of the article.

VI. Other provisions
The article being subject to the present statement shall be first published in the territory of Hungary, therefore the present statement, respectively the rights and obligations of the Author and the Publisher as under the present statement shall be governed by the regulations of Hungary being in effect, predominantly act LXXVI of 1999 on copyright.

The Author shall acknowledge the exclusive jurisdiction of the courts of Hungary related to any legal disputes between the parties affected by the present statement and deriving from or in connection with the present statement.

The present statement shall come into effect on the day of signature. The Author accepts that the license agreement shall come into force by the takeover of the present statement by the Publisher or the editorial office, there is no need for separate statement of acceptance on and for behalf of the Publisher.

The Author shall declare that he/she has read, interpreted and signed the present statement as proof of his/her willing consent thereto.

Place: ..................... Date: .................

__________________________________________

Author
Annex

The Open Access model of Akadémiai Kiadó

Akadémiai Kiadó makes the Open Access content available for all internet users without any limitations and registration requirements. Open Access content is marked by the Open Access logo.

**Gold Open Access**

Specific journals of Akadémiai Kiadó publish Open Access articles only. Their costs shall be covered by the Article Processing Charge (APC) paid by the author in each case.

**Optional Open Access**

Akadémiai Kiadó provides a possibility to publish Open Access articles in its subscription-based journals. It is an option for the author to pay the Article Processing Charge and publish the final fulltext version of his/her article as an Open Access one.

**Advantages of the Open Access models**

- Increased readership without limitations.
- Readers will find the final version on a credible site.
- More numerous and proper cites to the article.
- Copyright shall be retained by the author upon a Creative Commons Licence (CC-BY or CC-BY-NC)
- Compliant with the requirements of research funds (NIH, Welcome, OTKA, etc.)

**Copyright issues and archiving options of Akadémiai Kiadó Journals**

Authors of Akadémiai Kiadó Journals are requested to sign a statement on publishing and usage license unless they chose Open Access possibilities (see above!). This transfer of certain rights refers to the final and published version of the article but does not restrict Author to self-archive the preprint version of his/her paper.

Akadémiai Kiadó is a Green Publisher, so our Authors are entitled to self-archive the preprint version of their manuscript. The preprint version is the Author’s manuscript or the galley proof or the Author’s manuscript along with the corrections made in the course of the peer review process. The Author’s right to self-archive is irrespective of the format of the preprint (.doc, .tex, .pdf, etc.) version and self-archiving includes the free circulation of this file via e-mail or publication of this preprint on the Author’s webpage or on the Author’s institutional repository with open or restricted access or any repository mandated by Author’s funding body. When self-archiving a paper the Author should clearly declare that the archived file is not the final published version of the paper, he/she should quote the correct citation and enclose a link to the published paper (http://dx.doi.org/ [DOI of the Article without brackets]).

In case the aforementioned link is not enclosed even following the Publisher’s notice or Author violates the above access restrictions, Publisher is entitled to claim the valid Open Access fee to be paid by Author.