

## OPEN ACCESS AGREEMENT (CC-BY-NC-ND)

### International Journal on Smart Sensing and Intelligent Systems

Date: .....

Contributor name: .....

Contributor email address: .....

Contributor affiliation: .....

Contributor ORCID: .....

Co-contributor/s:

<i>Name</i>	<i>Email address</i>	<i>Affiliation</i>	<i>ORCID</i>

Manuscript entitled:

.....

(the "Contribution")

for publication in the Journal

Dear Contributor(s)

Thank you for submitting your Contribution for publication. In order to expedite the editing and publishing process and enable Owner to disseminate your Contribution to the fullest extent, we need to have this Open Access Agreement executed. If the Contribution is not accepted for publication, or if the Contribution is subsequently rejected, this Agreement will be null and void.

Publication cannot proceed without a signed copy of this Agreement.

#### A. TERMS OF USE

1. The Contribution will be made Open Access under the terms of the **Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License (CC-BY-NC-ND 4.0)** which permits use, distribution and reproduction in any medium, provided that the Contribution is properly cited, the use is non-commercial and no modifications or adaptations are made.



2. For an understanding of what is meant by the terms of the Creative Commons License, please refer to <https://creativecommons.org/licenses/by-nc-nd/4.0/>

3. The Contributor may make use of the submitted and peer reviewed versions of the Contribution prior to publication, provided that the final Contribution is cited appropriately as set forth in paragraph F below. Nothing herein shall permit dual publication in violation of journal ethical practices.

4. Owner reserves the right to require changes to the Contribution, including changes to the length of the Contribution, as a condition of acceptance. Owner reserves the right, notwithstanding acceptance, not to publish the Contribution if for any reason such publication would in the reasonable judgment of Owner, result in legal liability or violation of journal ethical practices.

#### B. RETAINED RIGHTS

The Contributor or, if applicable, the Contributor's Employer, retains all proprietary rights in addition to copyright, such as patent rights in any process, procedure or article of manufacture described in the Contribution.

#### C. LICENCE TO PUBLISH

In order to facilitate dissemination of the Contribution in accordance with paragraph A above, the Contributor grants to Owner, during the full term of the Contributor's copyright and any extensions or renewals, a non-exclusive license of all rights of copyright in and to the Contribution, and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Contribution in whole or in part in electronic and print editions of the Journal and in derivative works throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

#### D. CONTRIBUTIONS OWNED BY EMPLOYER

If the Contribution was written by the Contributor in the course of the Contributor's employment (as a "work-made-for-hire" in the course of employment), the Contribution is owned by the company/institution which must execute this Agreement (in addition to the Contributor) in the space provided below. In such case, the company/institution hereby grants to Owner, during the full term of copyright, a non-exclusive license of all rights of copyright in and to the Contribution for the full term of copyright throughout the world as specified in paragraph C above. For company/institution -owned work, signatures cannot be collected electronically and so instead please print off this Agreement, ask the appropriate person in your company/institution to sign the Agreement as well as yourself in the space provided below, and email a scanned copy of the signed Agreement to the Journal production editor. For production editor contact details please visit the Journal's online author guidelines.

#### E. GOVERNMENT CONTRACTS

In the case of a Contribution prepared under U.S. Government contract or grant, the U.S. Government may reproduce, without charge, all or portions of the Contribution and may authorize others to do so, for official U.S. Government purposes only, if the U.S. Government contract or grant so requires. (U.S. Government, U.K. Government, and other government employees: see notes at end.)

#### F. COPYRIGHT NOTICE



The Contributor and the company/institution agree that any and all copies of the Contribution or any part thereof distributed or posted by them in print or electronic format as permitted herein will include the notice of copyright as stipulated in the Journal and a full citation to the Journal as published by Owner or by a third party publisher contracted by Owner.

#### G. CONTRIBUTOR'S REPRESENTATIONS

The Contributor represents that the Contribution is the Contributor's original work, all individuals identified as Contributors actually contributed to the Contribution, and all individuals who contributed are included. If the Contribution was prepared jointly, the Contributor has informed the co-Contributors of the terms of this Agreement and has obtained their written permission to execute this Agreement on their behalf. The Contribution is submitted only to this Journal and has not been published before, has not been included in another manuscript, and is not currently under consideration or accepted for publication elsewhere. If excerpts from copyrighted works owned by third parties are included, the Contributor shall obtain written permission from the copyright owners for all uses as set forth in the Creative Commons license, and show credit to the sources in the Contribution. The Contributor also warrants that the Contribution and any submitted Supporting Information contains no libelous or unlawful statements, does not infringe upon the rights (including without limitation the copyright, patent or trademark rights) or the privacy of others, or contain material or instructions that might cause harm or injury. The Contributor further warrants that there are no conflicts of interest relating to the Contribution, except as disclosed. Accordingly, the Contributor represents that the following information shall be clearly identified on the title page of the Contribution: (1) all financial and material support for the research and work; (2) any financial interests the Contributor or any co-Contributors may have in companies or other entities that have an interest in the information in the Contribution or any submitted Supporting Information (e.g., grants, advisory boards, employment, consultancies, contracts, honoraria, royalties, expert testimony, partnerships, or stock ownership); and (3) indication of no such financial interest if appropriate.

#### H. USE OF INFORMATION

The Contributor acknowledges that, during the term of this Agreement and thereafter, Owner may process the Contributor's personal data, including storing or transferring data outside of the country of the Contributor's residence, in order to process transactions related to this Agreement and to communicate with the Contributor. By entering into this Agreement, the Contributor agrees to the processing of the Contributor's personal data (and, where applicable, confirms that the Contributor has obtained the permission from all other contributors to process their personal data). Owner shall comply with all applicable laws, statutes and regulations relating to data protection and privacy policy.

[ ] I agree to the OPEN ACCESS AGREEMENT as shown above, consent to execution and delivery of the Open Access Agreement electronically and agree that an electronic signature shall be given the same legal force as a handwritten signature, and have obtained written permission from all other contributors to execute this Agreement on their behalf.

Contributor's signature (type name here):

Date:



SELECT FROM OPTIONS BELOW:

**Contributor-owned work**

**U.S. Government work**

*Note to U.S. Government Employees*

*A contribution prepared by a U.S. federal government employee as part of the employee's official duties, or which is an official U.S. Government publication, is called a "U.S. Government work", and is in the public domain in the United States. In such case, Paragraph A.1 will not apply but the Contributor must type his/her name (in the Contributor's signature line) above. Contributor acknowledges that the Contribution will be published in the United States and other countries. If the Contribution was not prepared as part of the employee's duties or is not an official U.S. Government publication, it is not a U.S. Government work.*

**U.K. Government work (Crown Copyright)**

*Note to U.K. Government Employees*

*For Crown Copyright this form cannot be completed electronically and should be printed off, signed in the Contributor's signatures section above by the appropriately authorized individual and returned to the Journal editor/s by email. For editor/s contact details please visit the Journal's online author guidelines. The rights in a contribution prepared by an employee of a UK government department, agency or other Crown body as part of his/her official duties, or which is an official government publication, belong to the Crown. Contributors must ensure they comply with departmental regulations and submit the appropriate authorization to publish. If your status as a government employee legally prevents you from signing this Agreement, please contact the Journal editor/s.*

**Other / Including Other Government work or Non-Governmental Organization work**

*Note to Non-U.S., Non-U.K. Government Employees or Non-Governmental Organization Employees*

*For Other Government or Non-Governmental Organization work this form cannot be completed electronically and should be printed off, signed in the Contributor's signatures section above by the appropriately authorized individual and returned to the Journal editor/s by email. For Journal editor/s contact details please visit the Journal's online author guidelines. If your status as a government or non-governmental organization employee legally prevents you from signing this Agreement, please contact the Journal editor/s.*

Name of Government/Non-Governmental Organization:.....  
.....

**Company/institution owned work (made for hire in the course of employment)**

*For "work made for hire" this form cannot be completed electronically and should be printed off, signed and returned to the Journal editor/s by email. For Journal editor contact details please visit the Journal's online author guidelines.*

Name of Company/Institution:

Authorized Signature of Employer:

Date:



Signature of Employee:

Date: