**Licence Agreement**

**for the provision of royalty-free licence to the work**

**with the right to provide a CC sub-licence**

Concluded on .................................................in Białystok between University of Białystok, seated in Białystok, ul. Świerkowa 20 B, represented by Editor-in-Chief dr Beata Edyta Dworakowska, acting herein under the power of attorney granted by UwB Rector, Prof. dr. hab. Robert W. Ciborowski, hereinafter referred to as the Publisher

and

.......................................................................................... residing in: ……..................................................................................

hereinafter referred to as the Author.

**§ 1**

1. The Author delivered the article of a volume amounting to .................... publisher’s sheets titled

......................................................................................................................................................, hereinafter referred to as the Work,

(the article’s title)

which will be published in the joint publication (journal) titled

................................................................................................................................................................... ISSN .......................

2*.* The Author hereby declares that s/he owns unlimited copyright to the Work s/he has not published before.

§ 2

1. The Author grants the Publisher a non-exclusive and royalty-free licence to use the Author’s Work with no spatial restrictions and for unlimited time in the following areas of exploitation:
	1. to produce copies of the work with the use of a specified technique including printing, reprography, magnetic recording and digital technique;
	2. to market, lend or lease the original work or copies of the works;
	3. public performance, display, projection, broadcast and rebroadcast as well as public access to the works provided to anyone at a place and time of their choice;
	4. to incorporate the work into a collective work;
	5. to input the work in an e-form to e-platforms, i.e. the University of Białystok’s Podlaska Digital Library and Repository, or other input of the work in an e-form to the Internet, Intranet, Extranet or other net;
	6. to disseminate the work in an e-form in the Internet, Intranet, Extranet or other net, both in a collective work and separately;
	7. to provide access to the work in accordance with the CC Attribution-ShareAlike licence 4.0 (CC BY-SA 4.0) or any other language version of this licence or any subsequent version of this licence published by the Creative Commons;
	8. to provide public access to the works so that everyone could access them at any time and place.
2. The Author grants the Publisher the right to the royalty-free use and disposal of the rights to the Work’s adaptations and these adaptions.
3. The Author grants the Publisher the right to send metadata of the Work and the Work itself to commercial and non-commercial journal indexing databases.
4. The Author hereby declares that under the licence granted in this Agreement, the Publisher shall be authorized and obliged to:
5. grant further licences (sub-licences) to the Work and other materials, including derivative works and adaptations which incorporate the Work or are based on it, to third parties, provided that the provisions of such sub-licences are identical with the CC Attribution-ShareAlike licence (CC-BY-SA 4.0) or any other language version of this licence or any other licence subsequently published by the Creative Commons;
6. give access to the Work in such a way that anyone can access it at a place and time of their choice without any technical limitations;
7. appropriately inform the persons who will have access to the Work about the sub-licences they are granted with in a way allowing the recipients to become familiar with these sub-licences.

§ 4

Due to the Author’s gratuitous consideration stipulated in this Agreement, the Author shall not be entitled to any remuneration from the Publisher.

§ 5

The Publisher shall decide about the following:

1. the manner of publishing and catalogue price,

2. a number of editions and copies in every edition,

3. graphic design.

§ 6

If the Publisher adds to the Work delivered by the Author illustrations or other materials protected by the copyright, the Author shall be obliged to obtain a written permission allowing the Publisher to use them. The Author shall bear the costs thereof.

§ 7

The Parties hereby agree to use the following copyright notice**:** *Licence* the CC Attribution-ShareAlike (CC BY-SA 4.0)

§ 8

The Publisher is entitled to sell all copies of the Work that have been printed within the licence duration.

§ 9

The Author shall be obliged to:

1. provide illustrations to the Work and transfer the copyright thereto to the Publisher,

2. provide illustration materials s/he has not done himself/herself as well as the permission to use them in print,

3. proofread his/her Work.

§ 10

The Publisher is entitled to make additional (extra) copies of the Work for marketing purposes and to the archive.

§ 11

The Publisher shall be obliged to inform the Author within 30 days, counted from the day on which the Work has been delivered, about necessary changes the Author has to introduce to the Work as indicated by the Publisher. If such a notice is not given within the above time limits, the Work shall be deemed accepted.

§ 12

1. If the Publisher accepts the Work provided the Author will introduce changes mentioned in § 9 herein, within 14 days from the day on which the Author received the Publisher’s notice thereon, the Author shall be obliged to answer the Publisher in writing whether s/he will introduce these changes within time limits designated by the Publisher. Failure to send the above mentioned reply shall be treated as a consent given by the Author.

2. The Publisher shall assess the modified Work and notify the Author in writing whether his/her Work has been accepted or rejected within 2 (two) months counted from the day on which the entire modified Work has been delivered. The Work shall be deemed accepted if such a notice has not been sent within the above mentioned time limit.

3. The Publisher shall become the manuscript’s owner from the moment the Work has been accepted.

§ 13

If the Publisher does not accept the Work for the reasons specified in Art. 55(1) of the Act on the Copyright and Related Rights, or due to the Author’s refusal to introduce changes to the Work mentioned in § 12 or his/her failure to introduce these changes in due time, each Party to the Agreement may withdraw from it.

§ 14

1. The Publisher is entitled to introduce changes resulting from the Work’s editing.

2. Modifications or changes introduced by the Publisher to the Work after proofreading must be agreed (arranged) with the Author.

§ 15

The Author agrees to pay the cost of changes introduced to the Work due to his/her fault after typesetting has been commenced if in effect of these changes typesetting of more than 3% of the Work’s volume will have to be repeated.

§ 16

Any changes and addenda to this Agreement as well as the withdrawal from this Agreement shall be null and void unless made in writing.

§ 17

Any matters not regulated by this Agreement are subject to the provisions of the Act of 4 February, 1994 on the Copyright and Related Rights (i.e. Journal of Laws of 2006 No. 90, item 631 as amended) as well as the Act of 23 April, 1964 – the Civil Code (Journal of Laws No. 16, item 93 as amended).

§ 18

All and any disputes that may arise out of or in connection with this Agreement shall be settled by courts in Białystok having subject matter (*ratione materiae*) jurisdiction.

§ 19

1. Contractor hereby acknowledges the following:

a) Data controller is University of Białystok, ul. Świerkowa 20 B, 15-328 Białystok, NIP: 542-23-83-747,
tel. +48 85 745 70 00, fax. +48 85 745 70 73, e-mail: uniwersytet@uwb.edu.pl.

b) Data Protection Officer (DPO) can be contacted via e-mail: iod@uwb.edu.pl.

c) Personal data is processed under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including Art. 6(1)(b)(c)(e), Art. 9(2)(b).

d) Processing by the data controller is necessary for the performance of a contract withthedata controller, compliance with a legal obligation to which the controller is subject, and in the exercise of official authority vested in the controller.

e) Data will be stored for the time necessary to store documents connected with the agreement that results from commonly binding legal provisions.

f) Data will be transferred solely to the following recipients: individuals authorized by the data controller to process personal data as well as entities processing data on his/her behalf subject to agreements concluded with him/her.

g) In accordance with the principles specified in the Regulation (EU) 2016/679 of the European Parliament and of the Council, Contractor has the right of access to and rectification or erasure of their personal data as well as restriction of data processing and portability and objection to data processing, and complaining to a body supervising data processing pursuant to the provisions on personal data protection.

h) Data will not be transferred to third countries in the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council.

i) Decisions based solely on automatic processing including profiling shall not be made.

**§ 20**

The Agreement has been drafted in two identical copies, one for the Publisher and one for the Author.

The Author The Publisher

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