

License Agreement No *

concluded on between the Author (name and surname):
....., hereinafter referred to as the
"Licensor", residing at the address: and
Państwowa Uczelnia Zawodowa in Wloclawek, hereinafter referred to as the "Licensee",
represented by Dr Krzysztof Czarnecki, the editor-in-chief of the Publishing House.

§1

The content of this License Agreement is a piece of creative work /subject matter of the neighbouring rights under the title:

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.....
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§2

The Licensor declares that the piece of creative work /subject matter of neighbouring rights as indicated in § 1 does not infringe any rights of third parties, copyright or neighbouring rights in particular, and in the scope covered by this agreement the Licensor is entitled to author's moral rights/ author's economic neighbouring rights. Using the piece of creative work /subject matter of neighbouring rights shall not infringe the rights of third parties.

§3

1. The Licensor has agreed to grant to the Licensee a license to use the piece of creative work /subject matter of neighbouring rights referred to in § 1 on a non-exclusive basis on the terms and conditions hereinafter more particularly set out in the following areas of exploitation:

* To be completed by the Publishing House.

- a) fixation the piece of creative work /subject matter of neighbouring rights and reproducing (multiplying) the piece of creative work /subject matter of neighbouring rights in print and in digital technology (e-book, audiobook),
- b) placing copies of the multiplied creative work /subject matter of neighbouring rights on the market and saving the piece of creative work /subject matter of neighbouring rights in the computer memory,
- c) dissemination of the work in an electronic version under the *Open Access* formula under a Creative Commons licence (CC BY-NC-ND 3.0), including dissemination through the digital platform of the Publishing House of Państwowa Uczelnia Zawodowa in Wloclawek.

2. The Licensee's use of the fixed work in the aforementioned areas of exploitation is not limited in time, quantity and territory.

3. The Licensee is entitled to grant further licenses for the fixation, reproduction, marketing and dissemination of the work in an electronic form by third parties in connection with the indexation of the journal in national or international reference databases.

4. The Licensor has agreed to grant to the Licensee a license to the piece of creative work /subject matter of neighbouring rights free of charge for an indefinite period of time.

§4

The Licensor shall undertake to submit the piece of creative work /subject matter of neighbouring rights in an electronic form prepared in terms of substantive, language and formal and editorial content with due diligence and at the level required for the publication of this type of work.

§5

The Licensor shall agree to change the format of the document in which piece of creative work /subject matter of neighbouring rights has been delivered to the Licensee; the change of format is to be justified by using the work on the basis of the agreement. When changing the format, the Licensor is obliged to preserve the content and form of the material being deposited and is obliged not to violate the moral rights of the author of the piece of creative work /subject matter of neighbouring rights.

§6

The Licensee has the right to use extracts of the work for promotional purposes, in particular:

- a) share the extracts of the work in mass media (radio, press, the Internet),
- b) publish the passages in brochures available free of charge,
- c) quote the extracts in the advertisements/commercials.

§7

1. The Licensee shall have the right to make necessary amendments to the piece of creative work /subject matter of neighbouring rights resulting from the editorial work.

2. Making the author's correction and returning the entire piece of creative work /subject matter of neighbouring rights following the correction should take place on the date indicated by the Editor-in-Chief of *Kwartalnik*. The refusal to make an author's correction or failure to return the correction within the aforementioned time shall be considered as granting the consent by the Licensor for the publication of the to the piece of creative work /subject matter of neighbouring rights in the form as sent for correction.

3. It is unacceptable for the author to introduce significant amendments to the text of the work composition submitted for author's correction, exceeding 5% of the volume of the work, and not resulting from arrangements with the Editor-in-Chief of *Kwartalnik*. The amendments involving, i.e., the introduction of new passages of the work or replacing the existing text with new paragraphs is possible only after the consultation with the Editor-in-Chief of *Kwartalnik*, unless they significantly increase the costs of editorial work and composition of the text.

§8

1. Any amendments and complements to the agreement must be made in writing otherwise shall be null and void and any disputes arising hereunder shall be resolved by the competent courts of the proper jurisdiction for the registered office of the Licensee.

2. In case of issues not covered by this agreement, the provisions of the Act of 4 February, 1994 on Copyright and Neighbouring Rights (consolidated text: Journal of Laws of 2018, item 1191, as amended) and the provisions of the Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended) shall apply.

§9

The Agreement was drawn up in two identical counterparts, with one copy for each party.

Signature of the Licensor

Signature of the Licensee