

AGREEMENT ON THE FREE TRANSFER OF ECONOMIC RIGHTS TO THE WORK

concluded in Kórnik on by and between:

Mr/Mrs
residing in
ul.,
PESEL national identification number, hereinafter referred to
as the **Author**

and

Polska Akademia Nauk Biblioteka Kórnicka with its seat in Kórnik 62-035, ul. Zamkowa 5,
represented by the **Head of PAN Biblioteka Kórnicka – prof. dr hab. Tomasz Jasiński**,
hereinafter referred to as the **Library**.

§ 1

1. The Library accepts and the Author transfers [to the Library] his/her work entitled, hereinafter referred to as the **Work**, with an intention for it to be published in the *Pamiętnik Biblioteki Kórnickiej* volume
2. The Author declares that he/she has created the Work personally and that the Work does not infringe any third party copyrights.
3. The Author shall not be entitled to any remuneration for creating the Work.

§ 2

1. Upon the acceptance of the Work by the Library (i.e. after a positive result of the reviewing process), the economic rights to the Work shall be transferred to the Library in the scope determined in this paragraph; no additional declarations of intent need to be made by the Parties.
2. The Author agrees for the Library to make the Work available in compliance with the non-exclusive Creative Commons CC BY ND (Attribution – NoDerivatives 4.0 International) licence, current text at <http://creativecommons.org/licenses/by-nd/4.0/>, and in future in compliance with its new versions. The Author is aware that CC licences are non-terminable.
3. The transfer of the Author's economic rights to the Work shall be free of charge and shall cover the following fields of exploitation:
 - a) recording by any technique,
 - b) reproduction by any technique, including by printing, reprographic, magnetic recording or digital techniques,
 - c) introducing copies resulting from reproduction to the circulation in Poland and abroad,
 - d) distribution by all methods and techniques, including introduction to the memory of a generally available computer and distribution in computer networks as well as other media such as teletext, WAP, GSM, SMS, MMS, and in interactive or digital television,
 - e) lease and lending of copies,
 - f) making the Work available in such a way that everyone can have access to it in the time and place selected by them.

4. The Author transfers to the Library, free of charge, the exclusive right to allow the exercise of derivative copyrights, including adaptation in the scope including the preparation of the Work for use in a multimedia version, in the fields of exploitation referred to in § 2 It. 3.
5. The Author grants, free of charge, his/her consent for the Work or its fragments to be used in advertising or promotional activities concerning the Library and its activity.
6. Upon the moment determined in § 2 It. 1, the ownership to all copies of the Work shall be transferred to the Library.
7. Upon the acquisition of the copyright, the Library shall, free of charge, grant to the Author a worldwide licence to publish the Work in its published version, in consistence with CC BY ND, in the virtual space, in web portals collecting scientific publications in consistence with open access principles and on relevant websites (such as open access repositories, repositories of scientific publications, repositories of financing institutions, institutional repositories, employers' websites [in compliance with one's affiliation], the author's individual website, discipline-specific repositories, and social networks). The licence shall be unlimited in time. The Author shall abide by a one-year waiting period from the publication of the Work in print, with the exception of the case when the Library makes the Work available online sooner than the waiting period.
8. The Author agrees for his/her biographical note to be published at the end of the article.

§ 3

1. The Author authorises the Library to introduce editorial changes to both the contents and the form of the Work, and the necessary abbreviations and supplementations.

§ 4

1. All changes hereto must be made in writing, which are otherwise null and void.
2. This Agreement has been drawn up in two originals – one for each of the Parties.
3. Regulations of the Act of 23 April 1964 – Civil Code (*Dz.U.* of 2019, It. 1145 with later amendments) and the Act of 4 February 1994 on copyright and related acts (*Dz.U.* of 2019, It. 1231 with later amendments) shall apply to matters unregulated herein.
4. All disputes that may result from this Agreement shall be settled by the court of law competent for the Library's seat.

Author

Library

(legible signature)

(seal and signature)