**model agreement**

**Agreement**

**to grant a royalty-free licence to works**

**with a commitment to grant sub-licences under the CC-BY-SA**

concluded in Szczecin on …………… between:

University of Szczecin seated in Szczecin, address: Aleja Papieża Jana Pawła II 22a, 70-453 Szczecin

represented by: **Prof. Andrzej Skrendo Ph.D**, the Vice-Rector on Science at the University of Szczecin with the countersignature of **Andrzej Kuciński**, the Bursar further referred

to as "**the Purchaser**"

and ……………………………………………………

further referred to as "**the Author**"

**§ 1.**

1. The Author shall declare to be entitled to moral and copyright rights to the work:

“……………………………………………………………………………………………………”

submitted to be published in the journal entitled:

"…………………………..” edited by ……………… hereinafter referred to as the Work and that the right are not limited in the scope covered by the present Agreement and that the Work is original and does not infringe any third parties’ moral or copyright rights.

1. The Author shall provide the Purchaser with and the Purchaser shall accept the Work referred to in Clause 1 free of charge.
2. From the moment of transfer of the Work, the Author shall grant the Purchaser with a non-exclusive, royalty-free licence to make use of the Work for an indefinite period all over the world (globally) in the following fields of use:
   1. production and reproduction – through any specified method – copies of the Work, including: printing, reprographic method, magnetic recording and digital technology;
   2. marketing, granting use or letting the original or copies of the Work;
   3. public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, also making the Work available in public in such a manner that everyone can have access to it at any place and time individually chosen,
   4. incorporation of the Work into any collective work;
   5. placement of the Work – in an electronic form – at any electronic platform or uploading the Work – in an electronic form – on the Internet, Intranet, Extranet or other network;
   6. distribution of the Work – in an electronic form – on the Internet, Intranet, Extranet or other networks, in the collective work as well individually;
   7. sharing the Work in an electronic version in such a manner that everyone can have access to it at a place and time individually chosen, in particular via the Internet.
3. The Author shall permit the Purchaser to make use and manage the Work and its developments free of charge.
4. The Author shall permit the Purchase to send the Work and the Work metadata for commercial and non-commercial journal indexing databases.

**§ 2.**

1. The Author shall declare that – on the grounds of the licence granted under the present Agreement – the Purchaser shall be entitled and obliged to:
2. grant third parties with further licences (sub-licences) to the Work and other materials, including derivative works or papers containing or developed on the grounds of the Work while the provisions on such sub-licences shall be identical to the Creative Commons Attribution-Sharealike standard licence 4.0 or any other language version of the licence, or any later version of the licence published by the Creative Commons,
3. sharing the Work in such a manner that everyone can have access to it at a place and time individually chosen with no technical restrictions,
4. adequate notification of people to whom the Work has been made available on the sub-licences granted to them in a manner which lets them become acquainted with them.
5. In case of bringing third parties’ action against the Purchaser with claims on infringement of the copyrights, the Author shall take all necessary steps to defend against such claims and – as a result of such claims, the Purchaser or third parties to whom the Purchaser has granted the right to make use of the Work has / have to abandon the use of the Work in whole or in part, or any court judgment requiring the payment of any kind to third parties shall be issued – shall repair any damage resulting from such third parties’ claims, including reimbursement of costs and expenses incurred in connection with them.
6. The Author shall promptly notify the Purchaser of any claims on infringement of the copyrights to the Work addressed against the Author.
7. Due to the free-of-charge character of the Authors’ services provided under the present Agreement, the Author shall not be entitled to pay any contractual remuneration to the Purchaser.

**§ 3.**

The Author shall receive one printed copy of the journal in which the Work is published. The author’s copy in a paper form shall be provided by the editors of this journal.

**§ 4.**

1. Any changes and additions to the Agreement – for their validity – shall require to be made in such a form which the Parties had agreed at its conclusion.
2. The provisions of the Civil Code and the Law on Copyright and Related Rights shall be applicable in matters not covered by the present Agreement.
3. Any disputes arising in connection with the present Agreement shall be settled by a competent common court in Szczecin.
4. The present Agreement has been made in two identical copies, with one copy for each Party hereto.

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| …………………………………………..  Author | Authorised by:  …………………………………………..  Purchaser |