**PUBLISHING AGREEMENT
FOR FREE OF CHARGE TRANSFER OF PROPRIETARY COPYRIGHTS**

concluded on in Lublin between:
Medical University of Lublin, Al. Racławickie 1, 20-059 Lublin, Editorial Boards of the Pielęgniarstwo XXI wieku (Nursing XXI Century), Regon 000288716, Tax no.712 010 69 11

represented by:

Prof. Beata Dobrowolska – **Editor-in-Chief** Pielęgniarstwo XXI wieku (Nursing XXI Century) acting on the basis of an individual authorization from 26 February 2020 conferred
by the Rector of the Medical University of Lublin

hereinafter referred to as the **Acquirer**
and

,

(full name, address of residence, e-mail address\*, telephone number\*) \*delete as appropriate

hereinafter referred to as the **Author/Creator**

- individually referred to as the **Party** or collectively – as the **Parties**

**§ 1**

**(DEFINITIONS)**

The parties agree that the terms used in this agreement will have the following meanings:

1. **The Polish Medical Platform Partners (PMP Partners**) – collectively all the **Polish Medical Platform Partners (PMP Partners)**, i.e.: Wroclaw Medical University, Bialystok Medical University, Gdańsk Medical University, Medical University of Silesia, Medical University of Lublin, the Pomeranian Medical University in Szczecin, Warsaw Medical University, the Institute of Occupational Medicine in Lodz;
2. **derivative work** – any derivative of the work, especially translation, transformation, adaptation, arrangement, change or other modification being the subject of copyrights;
3. **copyrights** – proprietary copyrights guaranteeing the exclusive copyrights to the use and disposal of the work in all fields of exploitation, and to remuneration for the use of the work;
4. **related rights** – rights specified in Chapter 11 of the Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended);
5. **publication** – a published work, which, with the Author’s/Creator’s authorization, was reproduced and its copies were made available to the public, or the work that was made available to the public in such a way, so everyone can have access to it at an individually chosen place and time. The publications include particularly: publication in the scientific journals, publications in the reviewed conference materials, scientific monographs, chapters in scientific monographs, doctoral theses, dissertations;
6. **research data** – data meeting the characteristics of the work, the selection, layout or set of which, is an original creation, collected or created as a material for analysis within research studies, particularly: anonymized results of experiments, measurements, observations, statistics, surveys, photographs, including data represented graphically;
7. **The Polish Medical Platform Repository (PMP Repository)** – an IT tool for making scientific achievements of the PMP Partners, especially Publications and Research Data deposited and stored in the Local Repositories, available to the public;
8. **Local Repository (Repository of the Medical University of Lublin)** – an IT tool for depositing, storing and making available the scientific achievements of the PMP Partner in such a way, so everyone can have access to it at an individually chosen place and time under the conditions of the Creative Commons open access licence;
9. **Act** – Act of February 4, 1994 on Copyright and Related Rights (Journal of Laws
of 2019, item 1231, as amended).

**§ 2**

**(SUBJECT OF AN AGREEMENT)**

1. The author/creator vows that the work entitled “

 “

(hereinafter referred to as Work or collectively – Works) is written by him and declares that he is entitled to the exclusive copyright/common copyright[[1]](#footnote-1) to the aforementioned work.

Once the author/creator signs an agreement, he/she free of charge assigns to the Acquirer all the proprietary copyrights to the aforementioned work.

The author/creator vows that the Works being the subject of the present agreement do not infringe the proprietary nor individual rights of third parties and that they are original works within the meaning of the Act.

The Author/Creator declares that there are no limitations that could prevent him from transfer of proprietary rights to the extent described in the Agreement by the Acquirer.

The Author/Creator declares that proprietary rights covered by the subject of the Agreement are not subject of a lien nor other rights for third parties and that they are transferred to the Acquirer without any limitations.

Once the proprietary rights to the works are transferred to the Acquirer, he is authorized to use them wholly or partly in the following fields of exploitation:

1. consolidation of and reproduction by any technique, in any chosen form, in any number of copies, in particular by a photographic technique, printing technique, reprographic technique, magnetic recording, digital recording on any media, regardless of an adopted standard, system and file format, as well as distribution of reproduced copies of the work medium;
2. marketing, free of charge lending or rental of the original or copies either wholly or in any chosen parts, including combining any parts of various works forming a whole, as well as using in all kinds of presentations, press conferences, events, mailing – including commercialization of the work on the market;
3. conduction of commercialization process of the work on the Polish market in the light of the Act of July 20, 2018 Law on higher education and science (Journal of Laws of 2020, item 1685, as amended);
4. introduction to any number of computers memory or to other devices with electronic memory (e.g. memory cards, RAM, FLASH) – including mobile devices (e.g. tablet, smartphone) and devices using the, so called, virtual memory or cloud computing;
5. public performance, exposure, display, broadcast and reemitting, as well as providing public access to the work so that everyone can have access to it at an individually chosen place and time, including open access journals and scientific books;
6. introduction, deposit and dissemination on the Internet and other computer networks – including Intranet, Local Repository, and presentation of the works in the PMP Repository;
7. marking the work in the Local Repository with information that everybody can use it under the Creative Commons license chosen by the Acquirer;
8. introduction and dissemination in telecommunication and IT networks and in other forms of electronic data transmission (e.g. SMS, MMS, EMS, IVR, WAP, VPN); dissemination in periodical and non-periodical publications, including those not creating a complete whole, with or without the permanent title or adopted name, including dailies, weeklies and journals, all kind of wire services, communications media, public and private newsletters, radio and TV programs, film chronicles;
9. dissemination and making available in other platforms and databases indicated by the Acquirer as well as in so called works banks, including photographs banks – available on the Internet;
10. dissemination with technology on demand, free of charge or for a fee regardless of the method of payment e.g. “pay per view”, “on demand”, or other methods;
11. combination the whole or parts of the work with other works, including those which were not created as a result of the Acquirer’s actions – that constitute the uniform formulation of subject-matter of an Agreement;
12. broadcasting by means of vision or wired audio, as well as wireless, with the use of satellite and other forms of general communication or publicly making the work available via mobile television, in any technology;
13. joint authorship, including the form of book, album, catalogue, lexicon, calendar, in multimedia publications, in audiovisual works, individually or with other authors’ works (collective works);
14. use in other works, not in the alteration form, including audiovisual or multimedia works, within the abovementioned range;
15. alterations, modifications, changes, amendments of the work;
16. permission for making alterations, changes and modifications of the work, the right to dispose alterations, modifications and adaptations of the work, as well as the right to make them accessible, including granting a license to third parties, in all aforementioned fields of exploitation.

The author/creator transfers to the Acquirer the exclusive right to permit unlimited performance of a derivative work, particularly within the range of fields of exploitation mentioned in section 6.

Transfer of copyrights is not limited by the purpose of distribution of works, by the time nor territory, and the copyrights can be transferred by the Acquirer to other subjects without any limitations.

The Author/Creator vows and ensures that he will not exercise his personal rights in
a way that restricts the Acquirer in exercising the rights to the work.

Signing the agreement, the author/creator renounces the intermediation of organizations for collective copyright management.

**§ 3**

**(DECLARATIONS OF THE AUTHOR/CREATOR)**

1. The Author/Creator declares that the power to dispose the works does not infringe upon industrial and intellectual property rights, particularly: patent rights, copyrights, trademark rights and industrial designs, and that he is permitted to publish translations, illustrations and tables taken from other sources bearing the copyrights.
2. If, after the acquisition of the Work, it happens that the Work has some defects or there are other circumstances preventing the Acquirer from using the Work and entitled rights, the author/creator in the date specified by the Acquirer is obliged to provide another version of the work free from defects, meeting the requirements of the present Agreement, and to compensate the damage resulting from this on the part of the Acquirer.
3. In the case third parties make any claims against the Acquirer in connection with his use of copyrights of the Work, particularly claims concerning infringement of any intellectual copyright, the Acquirer informs the Author/Creator about claims, and the author/creator is obliged to release the Acquirer from responsibility to third parties, in particular by:
4. taking action aimed at settling a dispute together with all related costs, joining ongoing proceedings, and in the case of lack of such possibility – participating in auxiliary intervention on the Acquirer’s side;
5. payment to a third party the amounts awarded by a final court judgment or awarded on the basis of another final judgment or irrevocable decision of the relevant authorities, including payment of the costs of litigation or other proceedings awarded from the Acquirer to a third party, including court costs and costs of legal representation before judicial authorities, and in the case of payment of those sums by the Acquirer or their enforcement from the Acquirer by a third party – reimbursement to the Acquirer of the amount along with the costs of deliberate enforcement, and also, reimbursement to the Acquirer the costs of legal advice paid by him, which he used in connection with the application of a third party, which were not covered by the reimbursement of costs of legal representation awarded to the Acquirer from a third party.

**§ 4**

**(TRANSFER OF THE WORK)**

1. Once an Agreement is signed, the Acquirer is owned the media on which the work is fixed, and their possible loss or damage at any time cannot cause any responsibility towards the Author/Creator.
2. The Author/Creator declares that he has all the required by law permissions for the use of image of persons appearing in the work in the fields of exploitation enumerated in paragraph 2(6) of the Agreement.
3. The Author/Creator delivers the work prepared substantively, formally and linguistically with diligence and at the level required by publishing this kind of works.
4. The Author/Creator cannot make the text of the Work available to third parties.

**§ 5**

**(OBLIGATIONS AND RIGHTS OF THE ACQUIRER)**

1. The Acquirer shall be obliged to publish the Work through the Publishing House of the University under the terms of this Agreement.
2. The parties agree on the following note: "Copyright by Author(s)"
3. The Acquirer agrees that the Work, if published, shall be published within 2 years after the Agreement has been signed.
4. Shall the Work delivered by the Author be deemed unacceptable in form and substance, the Acquirer shall promptly advise the Author by e-mail, including details about curing the defects, as well as the deadline for delivering the revised and corrected work. Were the deadline missed, the cancellation of this Agreement would follow.
5. The Acquirer has the right to make necessary changes in the Work, resulting from the editing. The Author’s consent is necessary for the Acquirer to make any changes specified in section 4.

**§ 6**

**(OBLIGATIONS OF THE PARTIES)**

The parties are obliged to:

1. keep in secret – both during the contract period and after its termination – all kinds
of information, which are confidential, including personal data obtained in any form, any way, on purpose or accidentally, in the oral, written or electronic form, which concern the other Party or its activity, and are in its possession due to realization
of the Agreement, with special attention put on pieces of information concerning all kinds of data and company secrets, i.e. technical, technological, organizational information and other which have economic value for the other Party (protected information);
2. obey the governing rules of general law regulating protection of information and personal data, and standards of the Agreement;
3. take responsibility for the harms resulting from the breach of confidentiality, as referred to in point 1 and for all other harms resulting from realization of the Agreement;
4. The Author/Creator is obliged to realize the Agreement with diligence and to refrain from acts of unfair competition.

**§ 7**

**(PERSONAL DATA PROTECTION)**

1. The personal data controller (PDC) of the Author/Creator is Medical University of Lublin with its registered office at Al. Racławickie 1, 20-059 Lublin.
2. The PDC designates a person responsible for supervising the correctness of personal data processing, who can be contacted at the following e-mail address: iod@umlub.pl.
3. The PDC processes the following data: name, surname, telephone number, e-mail address, address of residence (postal code, city, street, house number, flat number).
4. The PDC processes the data in order to execute the present agreement.
5. The Work can be made available and distributed on other platforms and databases indicated by the Acquirer and within the Repository of the Medical University of Lublin (Local Repository PMP), the Polish Medical Platform Repository, Internal Digital Library in Lublin, as well as “Digital Library of the MU of Lublin”.
6. The PDC processes the data during the contract period as well as for archival and statistical purposes, also for the pursuit of possible claims – in the situations permitted by law.
7. Personal data will not be sold or made available to third parties, except for the circumstances provided for by law.
8. Personal data will be available to the authorized persons, obliged to their protection and security, and to subjects with whom the Acquirer will sign an appropriate agreement,
e.g. in connection with the provision of IT services.
9. The data subject shall have the right to access, rectify, erase or restrict the data processed, the right to object to the data processing and the right to lodge a complaint with
a supervisory authority.
10. Personal data will not be used for any other purpose, no automated decisions will be taken on their basis.
11. Providing data is voluntary, but necessary for the purpose of the proper implementation of the Agreement.

**§ 8**

**(CORRESPONDENCE)**

1. The Parties agree to correspond via e-mail using the following e-mail addresses:
2. Author/Creator: e-mail: …………………………………… ,
3. Acquirer: e-mail: redakcja.pielegniarstwo@umlub.pl .
4. The date of receipt of correspondence is the date of transmission of correspondence
by e-mail, if its content is immediately confirmed the same way.
5. Traditional correspondence needs to be addressed to the Parties’ addresses stated in the recitals.
6. The parties are obliged to inform each other about any change of correspondence address – otherwise, delivers sent to addresses indicated in the recitals will be considered as effectively received.

**§ 9**

**(FINAL PROVISIONS)**

1. For significant reasons, the Acquirer can be released from obligations and responsibilities by free of charge transfer back to the Author/Creator all the copyrights granted by the present Agreement .
2. In matters not covered by this Agreement, the provisions of the Act and civil law are applied.
3. All the amendments and supplements of the Agreement shall be made in writing, failing which they will be invalid.
4. Possible disputes that may arise under realization of this Agreement, after the possibility of an amicable solution has been exhausted, shall be settled by the courts appropriate for the seat of the Acquirer.
5. The Agreement was drawn up and signed in two identical copies, one for each Party.

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 Author/Creator Acquirer

1. delete as appropriate [↑](#footnote-ref-1)