NON-EXCLUSIVE LICENSE AGREEMENT
(CC-BY)

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and
Author/Authors, hereinafter referred to as **Licensor**

§ 1
(DEFINITIONS)

The parties decide that the expressions used in this agreement shall have the following meanings:

1) **work** – (*title*)
2) **copyright** – means property copyright standing for exclusive right to use work and managing it in all the fields of exploitation and to remuneration for using work;
3) **related rights** – rights specified in chapter 11 of the Act on Copyright and related rights of February 4, 1994 (Journal of Laws of 1994 no. 24 item 83, later amended);
4) **platform** or **repository –** IT tool used to deposit, store and make available work in such a way that everybody could access it at the place and time of their choice.

§ 2
(SUBJECT OF AGREEMENT)

1. The subject of this agreement concerns the Licensor granting a license to the Licensee for using work and any derivative works in the fields of exploitation specified in § 5.
2. The license is granted once work is submitted for publication in „Nursing in the 21st century", further referred to as Journal.

§ 3
(STATEMENT OF LICENSOR)

1. The Licensor states that he or she is entitled to full copyright, personal and economic, and derivative rights to work in the scope covered by this agreement. The Licensor states that using work by the Licensee shall not infringe the rights of third parties.
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(FIELDS OF EXPLOITATION)

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4) labeling work with the information about its fair use regulated by the Creative Commons CC-BY 4.0 License
5) editing, processing, and altering work with necessary changes, corrections and modifications during editorial process

§ 6
(LICENSING)

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2. Making a non-exclusive license agreement retains the Licensor's rights while allowing third parties to use work according to the Creative Commons Attribution 4.0 license (also known as CC-BY 4.0).

§ 7
(FORMAT OF WORK)

3. Licensor grants permission for editorial processing and making necessary corrections. The editorial process is overseen by the Main Editor and they are fully responsible for the final form of published work.
4. Licensor consents to changing the format of the document in which the work was initially recorded.

§ 8
(DURATION OF AGREEMENT)

1. This agreement was concluded for the duration of property copyrights to work.
2. Licensor is obliged not to terminate the agreement while applying proper provisions of the Act on Copyright and derivative rights of February 4, 1994 (Journal of Acts as of 1994 no. 24 item 83, later amended).

§ 9
(OBLIGATIONS OF LICENSOR)

Licensor renounces the intermediation of collective rights management organizations.

§ 10
(OBLIGATIONS OF LICENSEE)

Licensee is obliged to indicate:

1) data identifying the creator of work, especially to label work by forename and surname and other individuals indicated by Licensor who participated in the formation of work;
2) information identifying the holder of copyrights or derivative rights to work.

§ 11
(PERSONAL DATA PROTECTION)

1. The administrator of personal data of the Licensor is Medical University of Lublin, with its seat at Al. Racławickie 1, 20-059 Lublin.
2. The administrator of personal data appointed a person supervising the regularity of the personal data processing, who may be contacted at: iod@umlub.pl.
3. The administrator processes the following data: forename, surname, phone number, e-mail address, affiliation, ORCID id.
4. The administrator processes personal data in order to execute this agreement.
5. The administrator processes personal data for the duration of this agreement and in archive and statistical purposes as well as in order to pursue claims – in situations covered by the provisions of law.
6. The data shall not be subject of sale and making available to external entities, except the cases covered by the provisions of law.
7. The data shall be available to authorized individuals obliged to protect and secure it, as well as to entities with which the University concludes a proper agreement, for example, concerning the provision of services within IT.
8. The person who the data concern is entitled to access to his/her data, to correct it, erase or limit the processing in cases covered by the provisions of law as well as a right of objections concerning data processing, is also entitled to submit complaint to a supervisory authority.
9. The data shall not be used for any other purpose and no automated decisions shall be made on its basis.
10. Provision of personal data is voluntary however necessary in order to implement the agreement.

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(FINAL PROVISIONS)

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2. After prior exhaustion of the possibility of amicable termination, disputes, which may result while implementing this agreement, shall be settled by a court proper for the seat of the Licensee.

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