

## LICENSING AGREEMENT

concluded in Warsaw on..... between:

Wydawnictwo Czasopism i Książki Technicznych SIGMA-NOT sp. z o.o., entered in the Register of Entrepreneurs kept by the XIII Economic Division of the District Court for the Capital City of Warsaw under KRS No. 0000069968, NIP 524 30 35 01, REGON 001408973, share capital PLN 752,361.80, 00-950 Warsaw, 11 Ratuszowa St., represented by:

.....  
- authorized representative of the Management Board, hereinafter referred to as **Licensee**,

and

.....  
(forename, surname, address of residence, PESEL), hereinafter referred to as **Licensor**.

### § 1.

1. **Licensor** declares that he holds copyright, to the extent covered by the agreement, to the work entitled .....
2. **Licensor** shall deliver the work to **Licensee** by ..... in electronic form, according to the "Information for Authors" section published in the magazine or on the website.

### § 2.

1. **Licensor** grants to **Licensee** a non-exclusive license for an indefinite period of time for the work covered by the agreement, which includes:
  - a) recording and reproduction of the work - by producing copies of the work by means of printing and digital technology,
  - b) entering the work or a part thereof into the memory of a generally accessible computer,
  - c) circulation of copies on which the work was recorded - by placing on the market, lending or renting copies thereof,
  - d) making the work available to the public, including on the Internet, including in open access mode (free of charge and without technical restrictions),
  - e) distribution of the work in whole or in part, including via the Internet or Intranet, in such a way that any person may access the work at a time and place individually chosen by such person.
2. **Licensor** grants **Licensee** the right to sub-license (further license) usage of the work to indexing databases to the extent specified in paragraph 1.
3. **Licensor** grants **Licensee** permission to transfer the covered work to the digital repository of the National Library free of charge, and permits **Licensee** to grant the National Library a non-exclusive sublicense, free of charge, in order to make the covered work published in the journal available to the public in such a way that anyone can access it at a place and time of their choosing, without any restrictions (including without technical restrictions or technical safeguards) as part of the Polona Digital National Library and Academica Digital Lending Library of Scientific Publications.
4. **Licensor** permits **Licensee** to exercise subsidiary rights, including translation of the work.

### § 3.

**Licensee** shall decide on:

- a) the manner and form of publishing, including the layout,
- b) selection of a translator.

### § 4.

If **Licensee** incorporates illustrations or other third-party copyrighted materials provided by **Licensor** into the work, then **Licensor** agrees to obtain written permission for their use by the **Licensee** and to bear the related costs, as well as to mark the incorporated work with the name of its author.

**§ 5.**

1. The work delivered to **Licensor** by **Licensee** in the form specified in § 1 shall become his property upon its acceptance thereby.
2. **Licensor** declares that he shall retain a complete duplicate of the work.

**§ 6.**

The license referred to in this agreement is granted free of charge.

**§ 7.**

1. **Licensee** shall have the right to make changes in the work resulting from editorial processing.
2. Implementation by **Licensee** of the changes specified in paragraph 1 after the author's correction requires agreement with **Licensor**, unless the changes are obviously necessary, to which **Licensor** would not have a legitimate reason to object.
3. Licensor agrees to the technical modification of the file in which the work was originally saved, e.g. the technical modification of its format, without a change of its content, to the extent justified by the use of the work under this license. Licensee also has the right to grant the aforementioned permission to other entities to whom Licensee has granted a sublicense.

**§ 8.**

All changes and additions to this agreement must be made in writing under pain of nullity. The parties may also make changes and additions to the terms of this Agreement in letter form, if it is clear from their content that they agree to such changes and/or additions.

**§ 9.**

In matters not regulated by this agreement, the provisions of the Act of February 4, 1994 on Copyright and Related Rights (consolidated text Journal of Laws 2006 No. 90 item 631), as amended, and the provisions of the Civil Code shall apply.

**§ 10.**

All disputes that may arise under this agreement shall be settled by the competent courts in Warsaw.

**§ 11.**

The Agreement has been drawn up in 2 counterparts: 1 copy for **Licensor** 1 copy for **Licensee**.

**LICENSOR**

**LICENSEE**

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