**PUBLICATION AGREEMENT AND COPYRIGHT LICENSE**

This is a publication agreement and copyright license (“Agreement”) regarding a written manuscript currently entitled,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
(manuscript title)

 (“Article”) to be published in *Praktyka Teoretyczna* (“Journal”).

The parties to this Agreement are:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (corresponding author), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(individually, or if more than one author, collectively, “Author”) and *Praktyka Teoretyczna* (“Publisher”) represented by its editor in chief *Krystian Szadkowski*.

**§1. LICENSE OF COPYRIGHT**

1. The Author and the Publisher agree that the Author grants a Creative Commons Attribution Non-Commercial Share Alike 4.0 International License, which is incorporated herein by reference and is further specified at [http://creativecommons.org/licenses/by-nc-sa/4.0/legalcode](http://creativecommons.org/licenses/by-nc-sa/4.0/legalcode%20) copyright license in the Article to the general public.
2. The Author grants to the Publisher a royalty-free, worldwide nonexclusive license to publish, reproduce, display, distribute, translate and use the Article in any form, either separately or as part of a collective work, including but not limited to a nonexclusive license to publish the Article in an issue of the Journal, copy and distribute individual reprints of the Article, authorize reproduction of the entire Article in another publication, and authorize reproduction and distribution of the Article or an abstract thereof by means of computerized retrieval systems (such as Westlaw, Lexis and SSRN). The Author retains ownership of all rights under copyright in the Article, and all rights not expressly granted in this Agreement.
3. The Author grants to the Publisher the power to assign, sublicense or otherwise transfer any and all licenses expressly granted to the Publisher under this Agreement.
4. Republication. The Author agrees to require that the Publisher be given credit as the original publisher in any republication of the Article authorized by the Author. If the Publisher authorizes any other party to republish the Article under the terms of paragraphs 1c and 1 of this Agreement, the Publisher shall require such party to ensure that the Author is credited as the Author.

**§2. EDITING OF THE ARTICLE**

1. The Author agrees that the Publisher may edit the Article as suitable for publication in the Journal. To the extent that the Publisher’s edits amount to copyrightable works of authorship, the Publisher hereby assigns all right, title, and interest in such edits to the Author.

**§3. WARRANTIES**

1. The Author represents and warrants that to the best of the Author’s knowledge the Article does not defame any person, does not invade the privacy of any person, and does not in any other manner infringe upon the rights of any person. The Author agrees to indemnify and hold harmless the Publisher against all such claims.
2. The Author represents and warrants that the Author has full power and authority to enter into this Agreement and to grant the licenses granted in this Agreement.
3. The Author represents and warrants that the Article furnished to the Publisher has not been published previously. For purposes of this paragraph, making a copy of the Article accessible over the Internet, including, but not limited to, posting the Article to a database accessible over the Internet, does not constitute prior publication so long as the as such copy indicates that the Article is not in final form, such as by designating such copy to be a “draft,” a “working paper,” or “work-in-progress”. The Author agrees to hold harmless the Publisher, its licensees and distributees, from any claim, action, or proceeding alleging facts that constitute a breach of any warranty enumerated in this paragraph.

**§4. TERM**

1. The agreement was concluded for an unspecified time.

**§5. PAYMENT**

1. The Author agrees and acknowledges that the Author will receive **no payment** from the Publisher for use of the Article or the licenses granted in this Agreement.
2. The Publisher agrees and acknowledges that the Publisher will not receive any payment from the Author for publication by the Publisher.

**§6. ENTIRE AGREEMENT**

1. This Agreement supersedes any and all other agreements, either oral or in writing, between the Author and the Publisher with respect to the subject of this Agreement. This Agreement contains all of the warranties and agreements between the parties with respect to the Article, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those warranties and agreements embodied in this Agreement.
2. In all cases not regulated by this Agreement, legal provisions of Polish Copyright Act and Polish Civil Code shall apply.
3. Any disputes arising from the enforcement of obligations connected with this Agreement shall be resolved by a court competent for the headquarters of the Publisher.
4. Any amendments or additions to the Agreement must be made in writing and signed by authorised representative of both parties, otherwise being ineffective.
5. This Agreement in two identical counterparts, one for each of the Parties

**I HAVE READ AND AGREE FULLY WITH THE TERMS OF THIS AGREEMENT.**

|  |  |
| --- | --- |
| Author: |  |
| Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_ |
| Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_ |
| Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Publisher: |  |
| Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_ |