Agreement for granting a royalty-free license to works with a commitment to grant a CC sub-license

Article 1

- 1. The Author(s) declare(s) that he/she/they is/are entitled to moral and economic rights to the work sent to Society Register, further referred to as the Work, and the rights are not limited within the scope covered by this Agreement. The Work is an original work and it does not violate any third-party economic or moral rights.
- 2. The Publisher declares that it owns an open magazines platform.

Article 2

- 1. The Author grants the Publisher a non-exclusive, royalty-free license to use the Work without time or territorial restrictions in the following fields of use:
- a) producing copies of the Work in a specific technique, including printing, reprographic, magnetic recording and digital technique;
- b) marketing, lending or renting the original Work or its copies;
- c) public performance, display, broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time individually chosen;
- d) including the Work as part of a collective work;
- e) placing the Work in electronic form on electronic platforms or entering the Work in electronic form in the Internet, Intranet, Extranet or other network;
- f) distributing the Work in electronic form in the Internet, Intranet, Extranet or other network, in a collective work and/or on its own;
- g) making the Work available in an electronic version in such a way that everyone can have access to it at a place and time individually chosen, in particular through the Internet, Intranet, Extranet or other network;
- h) making the Work available in accordance with the standard license CC-BY-NC 4.0 license (detail available here: <u>https://creativecommons.org/licenses/by-nc/4.0/</u>) or any other language version of the license, or any later version of the license published by Creative Commons.
- 2. The Author allows the Publisher to use and dispose of compilations of the Work and the rights thereto free of charge.
- 3. The Author allows the Publisher to send the Work and/or its metadata to commercial and non-commercial databases indexing magazines.
- 4. The Author declares that under the license granted herein, the Publisher is entitled and obliged to:
- a) provide third-party license (sub-license) to the Work and other materials, including derivative works or compilations containing or produced on the basis of the Work, whereas the provisions of such sub-licenses will be identical to the standard license CC-BY-NC 4.0

or any other language version of the license, or any later version of the license published by Creative Commons;

- b) make the Work available in such a way that everyone can have access to it at a place and time individually chosen without any technical limitations;
- c) properly inform persons to whom the Work will be made available about the sub-licences granted to them in a way that allows the recipients to become familiar with them.

Article 3

Due to the Author's free provisions specified in this Agreement, the Author is not entitled to any remuneration from the Publisher.

Article 4

- 1. In the event of any third-party claims brought against the Publishers for infringement of intellectual property rights, including the author's economic rights, the Author will take all steps necessary to hold the Publisher harmless against these claims, and if in result of such claims the Publisher or third party to whom the Publisher gives the right to use the Work has to abandon the use of the Work, in whole or in part, or ruling will be binding for payment of any kind to third party, the Author will repair any damage resulting from third-party claims, including reimbursement of costs and expenses incurred in connection with these claims.
- 2. The Author will promptly notify the Publisher of any claims made against the Author for infringement of intellectual property rights, including the copyright to the Work.

Article 5

- 1. Any changes or additions to this Agreement must be in writing to be valid.
- 2. Any matters not covered by this Agreement will be governed by the provisions of the Polish Civil Code and the Act on Copyright and Related Rights.
- 3. Any dispute arising in connection with this Agreement will be settled by a competent common court in Poznań.