Author's agreement
on granting gratuitous license to works
with permission to sublicense those rights under the CC license

further referred to as "the **Agreement**", concluded in Poznań on..... ,
between:
Adam Mickiewicz University in Poznań, ul. Wieniawskiego 1, 61-712 Poznań, represented by
dr hab. Urszula Kizelbach, Faculty of English, ul. Grunwaldzka 6, 60-780 Poznań
and
Ms/Mr....., residing in
……....,
acting in person for execution of this agreement, hereinafter referred to as "the **Author**",
hereinafter referred jointly to as **"**the **Parties**", and separately as **"**the **Party**".

§ 1

1. The Author hereby declares that she/he is entitled to personal and property (material) copyrights to the following work: "…….....……", hereinafter referred to as the **Work**, and that these rights are not limited by the terms of this agreement, and warrants the originality, authorship, and sole ownership of all rights to the Work, and has the right to grant all kinds of licenses hereinabove without any infringement of intellectual property rights of any third party, including personal rights.
2. The Publisher declares that is the owner of the PRESSto open journals platform, hereinafter referred to as the **PRESSto Platform**.

§ 2

1. The Author grants the Publisher a non-exclusive and free license to use the Work without territorial restrictions for an indefinite period in the fields of use designated herein:
   a) production of copies of the Work by any technique, including printing, reprographic, magnetic recording and digital technology;
   b) placing on the market (making the Work available to the public), lending or renting the original or copies of the Work;
   c) public performance, exhibition, display, duplicate, transmit publicly (broadcasting and rebroadcasting), as well as making the Work available to the public in such a way that everyone can have access to it in a place and time chosen by them;
   d) inclusion of the Work in the composition of a collective work;
   e) uploading the Work in electronic form to electronic platforms or other uploading of the Work in electronic form to the Internet, Intranet, Extranet or other networks;
   f) dissemination of the Work in electronic form via the Internet, Intranet, Extranet or other networks, in a collective work as well as independently;
   g) making the Work available in an electronic version in such a way that everyone can access it at a place and time chosen by them, in particular via the Internet, Intranet, Extranet or other network;
   h) making the Work available in accordance with the license pattern [CC BY-NC-ND 4.0], or another language version of this license, or any later version of this license published by the Creative Commons organization.

2. The Author allows the Publisher to use and dispose of the rights to reworking (compilation/reprocessed versions/modifications/adaptations) of the Work and these reworkings free of charge in all fields of use listed in Paragraph 1 above.
3. Under the license granted by this Agreement, the Author allows the Publisher to send the metadata of the Work, as well as the Work itself, to commercial and non-commercial databases indexing journals.
4. The Author declares that, on the basis of the license granted in this Agreement, the Publisher is entitled and obliged to:
   a) grant to third parties, including any entities providing electronic services or producing and/or using databases, further licenses (sublicenses) to the Work and to other materials, including derivative works or reworkings containing or created on the basis of the Work in all fields of use mentioned in Section 1 above, with the provisions of such sublicenses being the same as the licenses template [CC BY-NC-ND 4.0], or another language version of this license or any later version of this license, published by the Creative Commons organisation;
   b) make the Work available in such a way everyone can have access to it at a place and time individually chosen without any technical limitations;
   c) duly inform the persons to whom the Work will be made available about the sublicenses granted to them in a way that allows the recipients to become properly acquainted with them.
5. For the avoidance of doubt, the Parties agree that granting entities providing electronic services or producing and/or operating databases further licenses (sublicenses) to the Work and to other materials, including derivative works or reworkings containing or created on the basis of the Work on all fields of use listed in Section 1 above, allows these entities to further disseminate the Work and other materials, including derivative works or reworkings (i.e. reprocessed versions, modifications, and adaptations) containing or created on the basis of the Work in all the fields of use listed in Paragraph 1 above, as part of electronic services provided by these entities and/or as part of databases produced and/or operated by these entities. The Parties agree that the sublicenses granted by the Publisher to the entities indicated in this paragraph will remain in force until their expiry, and this period may exceed the term of this Agreement.
6. For the avoidance of doubt, the Parties jointly declare that they are aware that the granting by the Publisher or other entities of a sub-license for the use of the Work on the basis of a license [CC BY-NC-ND 4.0] or another language version of this license or any later version of this license, published by the Creative Commons organisation, means that all third parties will be entitled to use the Work under the terms of the above-mentioned license, in particular they will be entitled to exercise derivative rights, as well as authorise other entities to exercise derivative rights to the rights created by these first entities in derivative works. The author acknowledges this and agrees with it. In particular, the Author agrees that sub-licenses granted by the Publisher or by other entities to third parties will be valid until their expiry, and this period may exceed the duration of this Agreement.
7. The Parties agree that the Publisher is entitled without time limits to store and archive the Work and other materials, including derivative works or reworkings containing or created on the basis of the Work, as well as the related metadata on digital media or otherwise ensuring permanent archiving. This right does not terminate upon termination of this Agreement.

§3

Due to the non-remunerative character of Author's services (license) specified in this Agreement, the Author is not entitled to any remuneration from the Publisher.

§ 4

1. In the event of any claims or actions being put forward by third parties against the Publisher arising out of possible infringement of intellectual property rights, including proprietary copyrights or other exclusive rights, including personal rights, the Author shall indemnify, defend and take all steps necessary to defend against these claims, and in the event that if, as a result of such claims, the Publisher or third parties to whom the Publisher grants the right to use the Work, have to refrain from using the Work in whole or in part, or a decision is issued obliging to pay for any title to third parties, the Author shall repair any damages resulting from the claims of third parties, including reimbursement of costs and expenses incurred in connection with such claims.
2. The Author shall immediately notify the Publisher of any claims regarding infringement of intellectual property rights, including proprietary copyrights to the Work, or other exclusive rights, including personal rights against the Author.

§ 5

1. Due to the importance of the investment related to the open journals platform – the PRESSto Platform, owned by the Publisher, and to the stability of its content resources, this Agreement is executed for a fixed term of 10 years. After this period, the Agreement is transformed into an open-ended agreement, unless Party states to the other Party that it no longer wishes to be bound by the Agreement, at least three months prior to the end of the 10-year term.
2. The Parties agree that after the expiry of the 5-year term of the Agreement, this Agreement can be terminated by either Party upon a 5-year notice period, with effect at the end of the year in which the indicated 5-year period expires. Should this provision become invalid, both Parties agree that their intention is to maintain the longest possible notice period, therefore the 5-year notice period will be replaced by a 4-year period, and when this one becomes invalid – by a 3-year period, and if this one becomes invalid – by a 2-year period. If the 2-year period proves to be invalid, the notice period for open-ended agreements specified in the Copyright and Related Rights Act will apply.
3. Any changes or additions to this Agreement, as well as its termination, cancelation or withdrawal from it shall be made in writing under pain of nullity.
4. In matters not covered by this Agreement, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply.
5. Any disputes arising from this Agreement shall be settled by a relevant materially competent court in Poznań.
6. This Agreement has been executed in writing and signed by hand in two counterparts, one for each of the Parties, or in electronic form bearing qualified signatures.

Publisher	**Author**
……..…….	……..……
(date and signature)	(date and signature)

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