



License agreement no. 6400-.....\*

**Folia Quaternaria**, volume \_\_\_\_\_, no. \_\_\_\_\_

Concluded on ..... in Kraków between Polish Academy of Arts and Sciences established in Kraków, Sławkowska 17 street, as a Publisher, represented by Lucyna Nowak, director of the publishing department, and

Mr/Ms: \_\_\_\_\_ (First and last name)

Address of residence: \_\_\_\_\_ as the Author.

### § 1

1. The Author of the work including the following papers (title of the paper):

\_\_\_\_\_ ,

hereinafter referred to as Piece of Work, incorporated into issue no. \_\_\_\_\_ (issue number and year) of the **Folia Quaternaria** journal declares that:

a) the Piece of Work subject to this Agreement is a result of his/her own work and does not violate personal rights of third parties;

b) his/her copyrights to the Piece of Work are not limited in the field covered by this Agreement;

c) he/she received permission from persons whose images, statements, photographs, works of graphic or plastic art were presented in the Piece of Work to use them in a way consistent with this Agreement;

d) the Piece of Work is original and previously unpublished, and will be published for the first time in this journal/publication;

e) he/she assumes full legal and financial responsibility for the correctness of the statements included in this paragraph.

2. Where it is found that the Author does not hold the copyright to the Piece of Work or that the Author has violated the copyrights of other persons, the Publisher, notwithstanding any termination of this Agreement and recovery of costs, is entitled to seek compensation for the damage caused by the Author.

3. The Publisher declares the acquisition and acceptance of the Piece of Work. The date of acceptance shall be considered the date of the conclusion of the Agreement.

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1. As from the date of the signature of this Agreement, the Author grants the Publisher non-exclusive, territorially unlimited license for use of the Piece of Work, both independently and in conjunction with other Pieces of Work or materials not satisfying the characteristics of a Piece of Work, as a whole or in any part, on the following fields of exploitation:

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b) marketing and distribution of printed copies or other carriers through all distribution channels, in particular through sale and free distribution;

c) loan, rental, or lease of the copies;

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\* Yellow fields to be filled by the publishing department.

d) entering into a computer memory, storing in a computer memory, making available to the public via IT and ICT networks, in particular via Internet, in such a way that members of the public may access these works from a place and at a time individually chosen by them;

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3. The Author allows the Publisher to send the metadata of the Piece of Work and the Piece of Work itself to commercial and non-commercial databases indexing journals.

4. The two Parties declare that the Publisher is not obliged to distribute the Piece of Work.

### § 3

1. The Publisher has a right to introduce necessary terminological and editorial changes.

2. The Publisher decides on the form of the publication of the Piece of Work, including its graphic design.

### § 4

1. The Author is entitled to one author’s correction, but if the changes affect more than 5% of the Piece of Work, the Publisher may request reimbursement of the additional costs caused by them.

2. If the Piece of Work sent for the author’s correction is not returned to the Publisher on the determined date, it is assumed that the Author has agreed to the publication of the Piece of Work as it is, to the changes made by the Publisher, and to its distribution.

3. The Author authorises the Publisher to reissue the Piece of Work without the author’s correction.

### § 5

The Publisher covers the costs of the publication of the Piece of Work, including in particular editorial works, typesetting, breaking, printing, and binding.

### § 6

The Author is not entitled to a remuneration for use of copyrights by the Publisher in the scope of paragraph 2, nor for the author’s correction.

### § 7

1. The Author shall not terminate the Agreement within 10 (ten) years from its conclusion. After the expiry of this period, the Author may terminate the Agreement with a 2 (two) years notice, with the notice becoming effective on the last day of the calendar year.

2. The Publisher may terminate the Agreement in case of nonprovision of the Piece of Work within the specified time or in case of insufficient resources for its publication.

### § 8

1. The Agreement has been concluded for an unspecified period of time.

2. This Agreement has been executed in two counterparts, one for each Party.

Personal data is processed for the purpose of contract performance. The data will be processed for the time necessary to perform the contract, and after that time until the case falls under the statute of limitations. The data may be transferred to entities dealing with technical and IT support to the Data Administrator, which is the Polish Academy of Arts and Sciences. The data subject has the right to request access to personal data, its rectification, deletion or limitation of processing, as well as the right to transfer the data, and the right to file a complaint to the President of the Office for the Personal Data Protection.

In all matters relating to the processing of personal data, please contact the Inspector for Personal Data Protection: [iodo@pau.krakow.pl](mailto:iodo@pau.krakow.pl). Detailed information is available on the PAU website: [www.pau.krakow.pl](http://www.pau.krakow.pl).

(-) *Lucyna Nowak*

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Publisher

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Author