

Memorandum of License Agreement

no

Concluded in Bydgoszcz, on by and between:

Fundacją Bachlaw Foundation, KRS 0000856238 NIP 9532778302 REGON 386864253

hereinafter referred to as 'The Publisher', represented by:

Alicja Jagielska-Burduk – president

Andrzej Jakubowski – vice-president

and

Ms /Mr

residence address

hereinafter referred to as 'The Author'.

§ 1. Subject Matter

The Author of the Work including the following article(s):

.....
.....

which is a part of the contents of a volume (number and year of publication)

of the journal called **Santander Art and Culture Law Review**

declares as follows:

- a) the Work covered by this Agreement is the product of the Author's own efforts and does not infringe third party rights, i.e. copyrights;
- b) the Author's rights to the Work in question are not limited in the scope covered hereby;
- c) the Author is entitled to use images or expression, artistic works or photographic from other persons in the Work;
- d) the Work is an original, unpublished work, and for the first time will be published under this Agreement.

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1. Upon signing of this Agreement, the Author grants to the Publisher the non-exclusive unlimited license to the Work for the multiple release and distribution of all subsequent editions of the entire Work or any part thereof in all known fields of use and by any technique, in particular:
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§ 3. Author's Requirements

1. The Author declares that:
 - a) The Work meets academic, formal and linguistic criteria applicable to such Work;
 - b) He/She shall submit the complete version of the Work in electronic format withinworking days from the conclusion of this Agreement, unless the Work has been submitted at the date of this Agreement;
 - c) He/She shall submit applicable permissions and/or licenses if the Work uses third party materials, especially illustrations within working days from the conclusion of this Agreement, unless they have been submitted at the date of this Agreement.
2. The Publisher may terminate the Agreement if the Author fails to submit the Work in time specified herein and does not comply with the requirements of publication within specified time not shorter than 14 days. The Publisher shall terminate the Agreement not later than 6 months from the date of Agreement breach.

§ 4. Publication

1. The Publisher shall respect moral rights of the Author, especially to allow for Author's corrections.
2. The Publisher shall be entitled to introduce such changes in the Work as may result from the editorial work.
3. The number of copies of particular editions, the method of publication as well as the retail and wholesale prices shall be determined by the Publisher.

§ 5. Final provisions

1. Any issues not settled herein shall be governed by the provisions of the Polish Copyright and Related Rights Act and Civil Code.
2. Any amendments to this Agreement, termination or withdrawal shall be made in writing on pain of nullity.
3. Any and all disputes arising from this Agreement shall be resolved by a competent court for the Publisher's registered office.
4. This Agreement is made in two identical copies, **one** for the Publisher and one for the Author.

Author

Publisher

.....
signature

.....
signature

Information Clause on Processing of Personal Data

In accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) the Bachlaw Foundation informs that:

1. The Administrator of your personal data is **foundation@bachlaw.eu**, represented by the Rector.
2. A Data Protection Officer has been appointed by the Bachlaw Foundation. The Officer can be contacted via e-mail: **foundation@bachlaw.eu**.
3. Your personal data will be processed for the purpose of: the publication of the submitted academic paper on the basis of the agreement concluded with the Bachlaw Foundation and/or the decision of the editor of the journal – pursuant to Art. 6 (1) lit b of the GDPR; fulfillment of legal obligations incumbent on the Data Administrator in relation to the concluded contract - art. 6 par. 1 lit. c GDPR; implementation of the justified interest of the Administrator by the way of seeking possible claims or defending against claims related to the contract - Art. 6 par. 1 lit. f GDPR.
4. Providing personal data is voluntary. However, it is obligatory for the acceptance of your paper publication. The withdrawal of consent shall result in no possibility for your paper to be accepted for publication.
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8. You have the right to: access the data and demand its rectification, deletion, processing restrictions, transfer the data, object to the processing of data, withdraw your consent at any time in cases and under the conditions stipulated in "General Regulations".
9. You have the right to file a complaint with The President, Personal Data Protection Office (UODO) if you consider the processing of your personal data to be in violation of the provisions of the "General Regulations".

I hereby confirm that I have read and understood the above information.

.....

place, date

.....

signature