

**Agreement concerning providing a free-of-charge license to works with the right to issue a
Creative Commons sublicense**
[license template chosen by the journal]

concluded in [_____], day [_____], between:

[_____]

hereafter called the “**Author**”

and

University of Gdansk – University of Gdansk Press ul. Armii Krajowej 119/121, Sopot, hereafter called the
“**Licensee**”.

§ 1

1. The author certifies that:

- a) he/she has personal and property author’s rights to the work entitled:

[_____],

hereafter called the Work, and that these rights are not restricted within the scope of this agreement;

- b) the Work does not infringe and will not infringe the property and personal author’s rights and the personal rights of third persons;
- c) the Work is original and has not been previously published. However, in the event that it has already been published, the Author possesses the necessary rights allowing a repeat publication in accordance with this agreement, which he/she is able to document and show to the Licensee on request;
- d) the Work has been supplied to the Licensee to be published in the journal entitled:

[_____],

published in electronic and printed form*, hereafter called the Journal;

- e) the Work has been prepared according to the guidelines for authors located on the internet page of the Journal.

§ 2

1. The Author furnishes the Licensee with a non-exclusive and free-of-charge license to use the Work without territorial limitations and for an unlimited period within the following fields of use:

- a) reproduction by specified technological means of examples of the Work, including printing, reproduction, magnetic transcription, and digital technology;
- b) circulation, use or hire of the original or examples of the Work;
- c) public performance, presentation, screening, reproduction, and transmission and re-transmission, and also making the Work publically available in such a manner that any person may have access to it in a place and at a time of his/her choice.

2. Further, the Author permits free of charge the Licensee to use and prepare treatments of the Work and transfers free of charge to the Licensee the right to permit use and development of treatments of the Work.

3. The author renounces the intermediation of a collective management organization when concluding and implementing this Agreement.

4. The Author transfers free of charge to the Licensee the right of ownership of the copy of the Work supplied to the Licensee.

5. The Author permits the Licensee to send meta-data of the Work and the Work itself to commercial and non-commercial data bases that index journals.

6. The Author agrees to make the Work available under a license with provisions identical to the license template [_____] or another language version of the license or any later version of the license, published by the Creative Commons organization (sublicense right).

§ 3

The Author declares that the Licensee is:

- a) obliged to place the Work on the internet page of the Journal;

- b) entitled to grant third parties further licenses (sublicenses) to the Work and other materials, including dependent works or works containing or based on the Work, the provisions of such sublicenses being be the same as the license template [_____] or another language version of this license, or any subsequent version of this license, published by Creative Commons
- c) release the Work in such a way that everyone can have access to it in a place and time of his/her choice without technical limitations

§ 4

The Licensee may introduce changes to the Work necessary in the publishing process and resulting from technical and editorial conditions.

§ 5

Because the Author's services designated in this Agreement are free of charge, the Author is not entitled to any remuneration from the Licensee.

§ 6

The Author declares that:

- a) he/she bears exclusive and full responsibility in relations to the Licensee for any infringement of the rights of third parties caused by the inclusion in the Work of content or illustrations (photos, charts, tables, etc.), over which these persons have defined rights;
- b) in the event of a third party's making legitimate claims against the Licensee in violation of his/her rights, including author's rights, in relation to a part of the Work of his/her authorship, he/she undertakes promptly to satisfy those claims and in the event of their settlement on the part of the Licensee (or conclusion of a settlement between a third party and the Licensee), in addition to payment of the amounts awarded (settled by agreement) from the Licensee, to cover all costs of a trial, including legal representation, incurred by the Licensee.

§ 7

The license is granted for an indefinite period. Each of the Parties may terminate this contract with one year's notice. In the event of termination of the license, the Purchaser will delete the Work from the website of the Journal after the elapse of one year's notice. However, termination of the contract does not affect access provided and sub-licenses issued up to that time, which remain in force despite the termination of this contract.

§ 8

1. Any changes or additions to this contract must be made in writing in the form of an annex or they are invalid.
2. In matters not covered by this contract, the provisions of the Civil Code and the Law on Copyright and Related Rights applies.
3. The contract was drawn up in two identical copies, one for each party.

* *Delete the inappropriate phrase*

.....
signature of the Author

.....
signature of the Licensee