

**STATEMENT**

**OF THE AUTHOR OF THE TEXT FOR THE “ARCHEION” JOURNAL**

Name and surname ……………………………

PESEL ………………………………………

e-mail ……………………………………….

The Author hereby represents that he/she has created a text (work) entitled: ………………………………………………………………………………………………………………………………………………………………………………………………………………, hereinafter referred to as “the Work”, for which the Author grants a license the content of which is provided below, to the Treasury of State – Head Office of State Archives, Rakowiecka 2D, 02-517 Warszawa, NIP 5251572452, REGON 00001005, hereinafter referred to as “the Publisher”. The Work is submitted for publication by the Publisher in “Archeion” journal, volume: ……… .

**§ 1.**

1. The Author grants the Publisher a free and non-exclusive license to use the Work in open access, including under the terms of the Creative Commons license, which includes the right to its multiple publication and distribution in all known fields of exploitation, in particular to:
2. recording and reproducing the Work by any technique (including print and electronic editions) on all known carriers (including digital, electronic and paper) and in all digital systems (in particular Internet-type systems);
3. entering the Work into computer memory, distributing the Work and its copies, marketing the Work and its copies,
4. public performance, public playback, staging, exhibition, display, screening, lending for use and/or renting the Work and its copies,
5. providing access to the Work and its copies, marketing and distribution of the Work and copies through IT networks, in particular of the Internet type, including promotion or advertising of the Work, journal or Publisher.
6. The Author hereby states that:
7. he/she holds all proprietary copyrights to the Work;
8. has obtained consent from persons whose images or statements, artistic or photographic works have been recorded in the Work to use them in the manner specified in this statement;
9. the Work is an original work, not previously published;
10. the Work is the result of his or her own creative activity and does not infringe on the rights or personal property of any third party
11. the Work is completed;
12. there are no factual or legal obstacles to granting the license to the Publisher;
13. he/she is familiar with the rules of publication of the Work in the journal.
14. The license is granted for an indefinite period and without limitation as to territory or number of copies.
15. The Author declares that he or she will not terminate the license during the term of the license.
16. As of the date of this Statement, the Author also submits a final and complete version of the Work in the form of an editable file using the Editorial Panel found on the journal's profile on the ejournals.eu platform (https://ojs.ejournals.eu/Archeion/about/submissions).
17. During the term of the license, the Author is liable towards third parties if the rights to the Work or elements thereof belong to third parties or are encumbered by third party rights (legal defects).
18. Should a legal defect be revealed, the Author shall bear reasonable and documented costs related to legal action brought by third parties in connection with the infringement of their rights, with regard to which the Author made assurances of no defect, and, at the request of the Publisher, shall join legal proceedings related to the infringement of copyright to the Work, provided that he or she is notified of such proceedings sufficiently in advance.

**§ 2.**

1. The Author transfers onto the Publisher exclusive subsidiary rights to the Work in scope of modifying the Work, including its abridgement, cuts, rearrangements, translations, modifying the whole or parts thereof, its correction, editing, alterations, changes and adaptations, as well as combining the whole or parts of the Work with other works, its translation into English and editing of graphs, tables and diagrams and publication of photographs, as well as the Publisher's permission for third parties to exercise subsidiary rights, and then to use the derivations of the Work in the fields of exploitation and under the conditions specified in § 1 par. 1, and the right for the Publisher to permit the exercise of subsidiary rights by third parties.
2. The Author hereby states that the Publisher may grant sub-licences for the use of the Work, or other materials covered by the Work, without the need to obtain the Author's consent, in whole or in part, of derivative works, elaborations of the Work, including Creative Commons licenses, in accordance with the current templates published by the Creative Commons organization, in particular CC BY NC ND 4.0 or its later version (attribution, non-commercial use, without derivative works).
3. The Author hereby states that the Publisher is entitled to upload the metadata of the Work and the Work to commercial and non-commercial journal indexing databases.

**§ 3.**

The Author represents that:

1. The Work fulfils the substantive, formal and linguistic requirements applicable to this type of work;
2. he/she will provide the legally required permissions or licenses if third party content, in particular illustrations, are used in the Work.

**§ 4.**

1. The Author reserves the right to make corrections to the Work.
2. The Author hereby states that the Publisher shall have the right to make changes in the Work resulting from editorial processing.
3. The number of copies of the Work in each edition of the periodical, the method of publication as well as the retail and wholesale price of the copies shall be determined by the Publisher.

**§ 5.**

1. In matters not regulated by this Statement, provisions of the Act on Copyrights and Associated Rights as well as the Civil Code shall apply accordingly.
2. Any disputes that may arise from this agreement shall be settled by the courts having territorial jurisdiction over the registered office of the Publisher.

………………………….

Date and signature of the Author

The Statement shall be submitted through the Editorial Panel under the journal's profile on the ejournals.eu platform (<https://ojs.ejournals.eu/Archeion/about/submissions>). In addition, the Author shall submit the Statement in the following manner of his or her choice:

1. Using the electronic inbox, signed with a trusted profile (for holders of a trusted profile and an ePUAP account). Link to the inbox of the Publisher - Head Office of State Archives: https://ndap.bip.gov.pl/przyjmowanie-i-zalatwianie-spraw/przyjmowanie-i-zalatwianie-spraw.html.
2. Signed with a qualified electronic signature via the electronic inbox or by e-mail to: archeion@archiwa.gov.pl.
3. In hardcopy, with a personal signature, by post to: Naczelna Dyrekcja Archiwów Państwowych Redakcja czasopisma “Archeion”, ul. Rakowiecka 2D 02-517 Warszawa.
4. As a scan of the hardcopy, with a personal signature, by email to: archeion@archiwa.gov.pl.

**Information on personal data processing**

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 individuals 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) (OJ L 119, 04.05.2016, p. 1, as amended), hereinafter referred to as "GDPR"), please be informed that:

|  |
| --- |
| The administrator of your personal data is the General Director of the State Archives, based in Warsaw at Rakowiecka Street 2D, 02-517 Warsaw. |
| In matters concerning the processing of personal data and the exercise of rights related to data processing, you may contact the Data Protection Inspector of the Head Office of State Archives by sending information to the following e-mail address: iod@archiwa.gov.pl |
| Your personal data will be processed for the purpose of granting a non-exclusive license (legal basis: Article 6(1)(b) of the GDPR) and publishing the Work in the Archeion journal. |
| Providing your personal data is necessary for executing the license agreement. |
| Your personal data may be made available to:* workers and co-workers authorized by the Administrator, in scope necessary for fulfilling their duties,
* institutions authorized to receive such data under the applicable law,
* to academic reviewers and associates of the Publisher necessary for the editorial process (e.g. editors, proof-readers), and, if the premises resulting from the relevant regulations are met, also to other entities with whom personal data must be shared,
* on the Publisher’s websites and Internet portals,
* on the Jagiellonian University Press websites and portals (Scientific Journals Online www.ejournals.eu), performing tasks on behalf of the Publisher with regard to online handling of the publishing process via the Open Journals System and in connection with online publication of the journal,
* on the website of the National Library, in connection with submission of a mandatory digital copy by the Publisher,
* online distributors (such as, *inter alia*, Legimi, Wolbink, Columbia University Press, Cambridge Core) of academic and commercial databases, catalogues, and/or bibliographies (including Scopus, Clarivate, CEEOL, Ebsco Proquest) with whom the Jagiellonian University Press has concluded relevant agreements.
 |
| Your personal data will be processed until all the activities related to the purpose of the processing have been completed and will depend on the length of the record keeping periods, as defined in the office regulations of the Head Office of the State Archives, in accordance with the generally applicable regulations in this respect. |
| You have the right to request access to your personal data, its rectification, deletion, or restriction of processing, as well as the right to object to the processing and the right to transfer the data, subject to restriction of these rights in connection with the Administrator's compliance with the legal obligation to further process your personal data. |
| You have the right to lodge a complaint with the President of the Personal Data Protection Office. |
| The Administrator does not envisage transferring data to a third country or an international organisation, except in justified cases related to the fulfilment of obligations under international agreements or regulations resulting from EU law, or under a licence granted. |
| Your data will not be subject to automated decision-making, i.e. profiling. |