

## Memorandum of License Agreement

no .....

concluded in Kraków, on ..... by and between:

Jagiellonian University – Jagiellonian University Press, seated in Kraków, ul. Gołębia, 24, 31-007 Kraków, Poland  
(correspondence address: ul. Michałowskiego 9/2, 31-007 Kraków, Poland) hereinafter referred to as 'The Publisher',  
represented by:

- a) Ms. Dorota Heliasz, Managing Director
- b) Acting Chief Accountant/Deputy Acting Chief Accountant, and

Ms /Mr .....

residence address .....

hereinafter referred to as 'The Author'.

### § 1. Subject Matter

The Author of the Work including the following article(s) with a working title:

.....

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

#### Zeszyty Glottodydaktyczne (Glottodidactic Journal)

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- d) the Work is an original, unpublished work, and for the first time will be published under this Agreement.

### § 2. Publisher License

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:

- a) recording and multiplying the Work with any technique (including print and electronic editions) at all known carriers (including digital, electronic and paper) and in all digital systems (especially the Internet);
- b) loading into computer memory and into computer memory, distributing and marketing the Work and its copies;
- c) public performance, public replay, staging, exhibition, display, screening, lending for use and/or renting the Work and its copies;
- d) making available, marketing and distributing the Work and its copies through digital networks, especially the Internet, including promoting and advertising the Work, journal and/or the Publisher;
- e) including the Work into a collective work;
- f) making the Work available in electronic form in such a way that everyone can access it at a place and time chosen by them, in particular via the Internet;

- g) sending metadata and abstract of the Work and the Work to commercial and non-commercial databases indexing journals.
2. Pursuant to this Agreement the Author grants the Publisher non-exclusive license to exercise derivative copyright to the Work, to the extent specified in this § 2 sec. 1 above.
  1. Upon signature of this Agreement, the Author grants to the Publisher the non-exclusive unlimited license Creative Commons (**CC BY 4.0**) to use the abstract or metadata describing the Work to the extent specified in §2. sec. 1 above. The Publisher is entitled, in particular, to send the abstract or metadata of the Work and the Work to commercial and non-commercial databases, catalogs and bibliographies indexing journals.
  2. The licenses referred to in this Agreement shall not be limited by quantity, time, language or territory.
  3. Within the scope of the license, the Author may license and sub-license the Work to the extent indicated in § 2, including Creative Commons licenses in line with Creative Commons guidelines, especially Attribution 4.0 International (**CC BY 4.0**) or its latest version or a different language version.

### **§ 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 within **10** working 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 **10** 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*