AGREEMENT FOR GRANTING A ROYALTY-FREE LICENCE TO THE WORK
WITH A COMMITMENT TO GRANT THE CC-BY SUBLICENSE

concluded on .............................. in Warsaw by and between:

Tadeusz Manteuffel Institute of History, Polish Academy of Sciences (IH PAN), with a permanent seast at Rynek Starego Miasta 31, 00–272 Warszawa, having legal personality pursuant to the entry in the register of institutes of the Polish Academy of Sciences under the number RIN-I-41/98; NIP: 5250009134, REGON: 000325765, hereinafter referred to as the “**Institute**”**,**

represented by Prof. Dr Hab. Maciej Janowski – Director of the Institute,”

and

Mr/Ms …..................................................., PESEL No. (or Passport no. in case of foreigners)

address of residence [ ], hereinafter referred to as the “Author**”,** and hereinafter jointly referred to as the “Parties”,

as follows

**§ 1**

1. The subject of this agreement is a royalty-free granting of a license by the Author to the Institute to use the work entitled………………………………………….

 (if the work has no title, is a review, describe what is being reviewed; if it is a translation, indicate it accordingly): with a length of …... pages/characters, hereinafter referred to as the “Work”.

2. The Author declares that he/she performed the work personally and that it does not contain any unauthorized borrowings.

3. The Author declares that the Work does not infringe upon any third-party copyright.

4. The Author declares that the Work has been prepared with due diligence, in terms of content, form, and language, in accordance with the standards commonly applied to the preparation of works of this kind.

5. The Institute may withdraw from the Agreement in the case of legal and substantial defects of the Work.

**§ 2**

1. The Parties agree that the Work will be published in a journal/collective work entitled …………………………… (date of issue, number, possibly name of the editor)
2. .

**§ 3**

1. Upon delivery of the Work, the Author grants the Institute a non-exclusive, free-of-charge, worldwide license to use the Work for an unlimited period of time, that covers all known areas of use, in particular:
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3. multiplication using any technique, including: printing, reprography, magnetic recording, digital recording;
4. introducing the multiplied copies to trading in Poland and abroad;
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6. renting and loaning the copies;
7. making the work available in such a manner that everybody can have access to it in a selected place and at a time chosen.
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9. The Author gives his consent to granting the sublicenses by the Institute within the scope of the areas of use referred to in point 1, as well as within the scope of the derivative rights.
10. The Author acknowledges that the Institute is obliged to make the Work available in such a manner that it can be accessed by anyone, at a time and place of their choosing, without any restrictions (including technical limitations or protective measures). In particular, such access should comply with the current Web Content Accessibility Guidelines published by the W3C, and the Works should be made available in so-called open formats. The Institute may be exempted from this obligation if it demonstrates that third parties are making the Works available in the manner specified above.
11. The Author grants to the Institute royalty-free right to exercise derivative copyrights, including preparing the Work to be used in a multi-media version, in the areas of use referred to in § 3 item 1.
12. The Author grants free-of-charge consent to use the Work or fragments thereof in advertising and promotional activities relating to the Institute and its operations.
13. At the time specified in §3, Section 1, ownership of all the copies of the Work will also be transferred to the Institute.
14. The Author waives the involvement of collective management organizations in the conclusion and performance of this Agreement.
15. Due to the non-remunerated nature of the Author’s obligations under this Agreement, the Author shall not be entitled to any contractual remuneration from the Institute.

**§ 4**

1. The Author declares that he/she has delivered the Work in an electronic version to the Institute, while retaining at least one version (copy) for himself/herself.
2. The Author authorizes the Institute to introduce editorial changes to the Work after its acceptance, both in respect of the content and form of the Work, and to make any necessary abbreviations and supplementations.
3. The Author consents to the disclosure of their biography and internet address (e-mail) in connection with the publication of the Work.

**§ 5**

1. Any amendments to the present Agreement shall be made in writing; otherwise, they shall be null and void.
2. This Agreement has been prepared and executed in two identical counterparts, one for each Party.
3. In instances not regulated by this Agreement, the provisions of the Civil Code and the Act on copyright and neighboring rights will apply.
4. Any disputes which may arise from this Agreement shall be resolved by the court with jurisdiction over the Institute’s registered office.

The Institute The Author

*(stamp and signature) (legible signature)*