

**LICENCE AGREEMENT No. ....**

On ..... in Warsaw, the following agreement was concluded by and between:

**Instytut Kultur Śródziemnomorskich i Orientalnych Polskiej Akademii Nauk** with its seat in Warsaw (00-330), ul. Nowy Świat 72, hereinafter referred to as the “**Institute**”, represented by the Director of the Institute, Ms Jadwiga Iwaszczuk, PhD,

and

Mr/Ms .....  
(full name)

PESEL personal identification number/Passport number: .....

residing at: .....

.....  
(post code, city, street, house no)

hereinafter referred to as the “**Author**”:

**§ 1.**

The Author declares that:

a) she/he holds economic and moral rights to the Work “.....”,  
.....”;

hereinafter referred to as the “**Work**”;

b) these rights are not restricted, within the subject matter hereof, by any third-party claims or other rights;

c) the Work was carried out personally;

d) the Work has not been previously published.

**§ 2.**

1. The Author grants the Institute a non-exclusive and royalty-free licence to use the Work indicated in §1 above for an unlimited time, without restrictions as to territory or number of copies of the Work, covering the following fields of exploitation and manner of use of the Work and its derivative works for all purposes, including commercial:

- permanent or temporary recording or reproduction, in whole or in part, by any means and in any form, via any technique, of copies of the Work, including printing, reprography, magnetic recording and digital technique, including digitalisation of the Work on electronic media, with no restriction as to means and form of the digital fixation;
- placing on the market, against payment or free of charge, of the original or copies on which the Work or part of it was fixed, lease or rental of the original or of copies of the Work or parts of it;
- storing the Work or part of it in computer or computer network server memory, including publicly accessible memories (Internet), in closed and telecommunications networks, all processing in their memories including transmitting and sending recordings of the Work between computers, servers and users and other recipients,

- using all types of means and techniques, irrespective of format, system or standard, making available online without restriction as to place and time of access;
- making copies of the Work or parts of it and its digitalisation on electronic and electromagnetic media;
  - all public distribution of the Work or its parts otherwise than stated above, public performance, exhibition, projection, reproduction, broadcasting, rebroadcasting, and also making the Work or its part publicly available in such a way that anyone can access it in a time and place of their choosing, in particular via electronic on-demand access;
  - the right to use the Work or its part for marketing, promotional, advertising, sponsoring, educational or training purposes.
2. The Author grants the Institute the right to dispose of derivative rights to the Work.
  3. Should new fields of exploitation unknown at the time of the conclusion of the agreement be created, the Institute will have priority rights to obtaining a non-exclusive and royalty-free licence to use the Works in such fields of exploitation. Upon every demand, the Author shall conclude the proper agreement with the Institute governing use in the new fields of exploitation.
  4. The institute may grant a free-of-charge sub-licence with respect to the acquired rights, including a *Creative Commons* licence (hereinafter “CC licence”) under the CC BY..... model. If the provisions of the CC licence are broader than the provisions of this Agreement, the Author grants the Institute a licence in this broader scope and at the same time the Author consents to the designation of the Work in the proper manner by the Institute and to the performance of all other actions in accordance with the rules for CC licences.
  5. The Author waives the right to intermediation by collecting societies in the conclusion and performance of this agreement.
  6. The Author authorises the Institute to perform author’s supervision in his name.
  7. The Author undertakes to refrain from exercising the right referred to in Article 62.1 of the Act on Copyright and Related Rights without the Institutes’ consent.
  8. The Author has the right to one complimentary author’s copy.

### § 3.

1. In the scope not covered by this agreement, the Author holds economic rights to the Work.
2. The Author consents to the inclusion of the Work in a collective work.
3. The Author undertakes to abide by editorial procedures in force in the Institute and to carry out all corrections of the Work before its publication that will be required as a result of subjecting the Work to substantive evaluation.
4. In the event of expiration or termination of the agreement, the Institute has the right to use previously made copies of the Work and also to carry out broadly understood educational and promotional activities that have the Work, its part or a work that includes the Work as their object.

### § 4.

Any amendment and modification of this agreement shall be made in writing, otherwise being null and void.

**§ 5.**

The provisions of the Act of 4.2.1994 on Copyright and Related Rights (i.e. Dziennik Ustaw of 2006, no 90, item 631, as amended) shall apply in all matters not regulated herein.

**§ 6.**

Disputes arising from this Agreement shall be adjudicated by the common court with jurisdiction for the seat of the Institute.

**§ 7.**

This agreement has been drawn up in two counterparts, one for each of the Parties.

Institute:

Author: