

COPYRIGHT TRANSFER AGREEMENT<sup>1</sup>



Concluded in Lublin on ....., by and between:

The John Paul II Catholic University of Lublin, Al. Raławickie 14, 20-950 Lublin, NIP 712-016-10-05, REGON 000514064, represented by Agnieszka Matwis (Acting as Vice-Director of the University Press) acting under a power of attorney No. ROP-0014-26/25 granted on February 13, 2025, hereinafter referred to as the "**Publisher**"

and

.....

Residing at.....

hereinafter referred to as the "**Author**"

The Agreement reads as follows:

§1

The subject of this Agreement is free transfer of economic copyrights in and to the Work entitled

.....  
.....

to be published in Acta Mediaevalia Series Nova,  
hereinafter referred to as the "Work", to the Publisher.

§2

1. The Author represents and warrants that the Work is original and it does not infringe any rights of third parties, and that the publication and dissemination of the Work will not expose the Publisher to liability towards third parties.

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<sup>1</sup> If the Work was prepared jointly, the Agreement is concluded individually with each Author or with the Corresponding Author acting on behalf of all Authors contributing to the Work, based on the power of attorney

2. The Author represents and warrants that he/she enjoys full and unlimited copyrights in and to the Work.
3. If any claim, action or proceeding is instituted against the Publisher the Author is obliged to participate therein immediately after he/she has been notified by the Publisher, and to bear all costs, expenses and damages that the Publisher has incurred as a result of such claim, action or proceeding being filed.

§3

1. Upon concluding the Agreement, the Author transfers to the Publisher the economic copyrights and derivative rights in and to the Work which is to constitute one of the publications of the journal specified in para. 1 that results in obtaining rights by the Publisher in a home country and throughout the world, in its entirety or in any part, in the following fields of exploitation:
  - a. producing, fixing and reproducing copies of the Work with the use of specific technology, including printing, magnetic storage and digital technology;
  - b. marketing, lending for use or renting the original or copies thereof, and disseminating through open access channels, in accordance with the Creative Commons Attribution 4.0 International license (also known as the *CC BY*), available at: <https://creativecommons.org/licenses/by/4.0/legalcode.en>;
  - c. incorporating the Work in a collective work;
  - d. publishing on the journal's website, publicly performing, exhibiting, displaying, reproducing, broadcasting and rebroadcasting, and making the Work available to the public in such a way that members of the public may access the Work from a place and at a time chosen by them;
  - e. uploading the Work in an electronic format onto electronic platforms, or other uploading of the Work in an electronic format onto the Internet or other network.

The above rights are transferred to the Publisher free of charge.

2. The transfer of rights referred to in para. 3.1 also includes the right to authorize the exercise of derivative copyrights, in particular the right to adaptations, alterations and translations of the Work, in the fields of exploitation listed in para 3.1.
3. Under this Agreement, the Publisher acquires the right to grant third parties further licenses (sub-licenses) to the Work and to other materials, including derivative works or adaptations that incorporate the Work or are based thereon, provided that the provisions of the said sub-licenses are equivalent to those in the Creative Commons Attribution 4.0 International Public License template (also known as the *CC BY*), available at: <https://creativecommons.org/licenses/by/4.0/legalcode.en>.
4. The Publisher acquires the right to send the Work and metadata thereof to commercial and non-commercial databases indexing journals.
5. The Author transfers to the Publisher the ownership of the copies of the Work delivered to the Publisher. The transfer thereof is free of charge.

6. The transfer of the rights specified in para. 3 is unlimited in time and territory.

#### §4

1. The Publisher is entitled to make necessary alterations to the Work connected with editorial revisions or with adjusting its form or content to suit the journal as a whole, including changing the format of the Work, to the extent that this does not infringe the Author's moral rights.
2. The Author is obliged to proofread the Work by the date agreed on with the Publisher, but not later than within 7 days of receiving the text to be proofread. Failure to proofread the Work by the date agreed on with the Publisher, in particular failure to proofread the Work within 7 days of receipt thereof, shall be construed as the consent to publish the Work in its present form.
3. Alterations made by the Author during proofreading may not change the layout of the text (exchanging, adding or removing some content is not possible).
4. The Author is not entitled to remuneration for proofreading the Work.

#### §5

1. Subject to other provisions of this Agreement, the Parties jointly declare that the Publisher shall be responsible for deciding on how the Work is used; the Publisher is obliged to make the Work available also through Open Access so that it may be accessed by anyone from a place and at a time chosen by them, under the terms of the Creative Commons license: CC BY 4.0 (Attribution 4.0 International) available at <https://creativecommons.org/licenses/by/4.0/legalcode.en>, or any later version thereof published by the Creative Commons. Free licenses shall be construed as licenses that allow anyone unlimited, free of charge and non-exclusive use of the original or modified Work, and may entail an obligation to provide the user with information about the author or producer, the subject of the license and its provisions (attribution clauses).
2. The Publisher is obliged to make the Work available in such a way that anyone may access it from a place and at a time chosen by them without any restrictions (including technical restrictions or DRM technologies). In particular, such access should be consistent with the up-to-date Web Content Accessibility Guidelines published by the World Wide Web Consortium (W3C), and the Work shall be available in the so-called open formats. The Publisher may be discharged from this obligation if they prove that the Work is made available in the manner specified above by third parties.
3. The Publisher is obliged to provide clear information about the licenses specified in para. 5 to those who get access to the Work.

§6

The Author acknowledges comprehension of the publishing guidelines published on the journal's website and agrees to act in accordance with them.

§7

The Author agrees that the Publisher may transfer all or some of the rights and obligations under this Agreement to a third party.

§8

Any and all changes and annexes to the Agreement, as well as withdrawal from the Agreement shall be made in writing, or else shall be null and void.

§9

To all matters not stipulated for herein, the relevant provisions of Polish law shall apply, including in particular the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2022, item 2509 as amended) and the Act of 23 April 1964 - Civil Code (i.e. Journal of Laws of 2022, item 1360 as amended).

§10

Any disputes that may arise out of or in connection with this Agreement shall be resolved amicably. If the parties fail to reach an amicable resolution, a dispute shall be resolved by a competent court having jurisdiction over the seat of the Publisher.

§11

The Agreement has been drawn up in two counterparts, one for the Author and one for the Publisher.

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Author

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Publisher