

Review of European and Comparative Law John Paul II Catholic University of Lublin Al. Racławickie 14, 20-950 Lublin, Poland tel. (+48) 81 44-53-049, fax (+48) 81 44-53-726

https://czasopisma.kul.pl/recl e-mail: review[at]kul.pl

LICENCE AGREEMENT WITH AN OBLIGATION TO GRANT A CC-BY¹ LICENCE

REVIEW OF EUROPEAN AND COMPARATIVE LAW

made in Lublin, on by and between
the John Paul II Catholic University of Lublin (Katolicki Uniwersytet Lubelski Jana Pawła II), Al. Racławickie 14, 20-950 Lublin, Poland, NIP 712-016-10-05, REGON 000514064, represented by Agnieszka Matwis (Acting as Director of the Centre for Repository and Publications), hereinafter referred to as the "Licensee"
and
residing at
hereinafter referred to as the "Licensor", reading as follows:
§ 1
The subject-matter of this agreement is the Licensor's granting of a non-exclusive and royalty-free licence for the Licensee's use of a work entitled
··
hereinafter referred to as "the Work".
0.2

§ 2

- 1. The Licensor represents that the Work is an original work and does not infringe any third party rights and that its publication and dissemination will not give rise to the Licensee's liability towards third parties.
- 2. The Licensor represents that they are entitled to full and unrestricted copyright to the Work.

¹ In the event of co-authorship, the agreement is made separately by each author, or the authors' representative under a power-of-attorney.

3. Should any claims arising from the breach of copyright occur, the Licensor is obliged to join the pending proceedings immediately upon being notified by the Licensee thereof, and to cover any costs, expenses and damages the Licensee has incurred as a result of such claims being filed.

§ 3

- 1. The Licensor shall grant to the Licensee a non-exclusive licence to use the works included in the journal, in Poland and abroad, as a whole or a part thereof, for an indefinite term, in the fields of use specified in Article 50 of the Act on Copyright and Related Rights, including, in particular:
 - a. reproducing the Work with the use of printing or digital methods, without any limitation as to the quantity of copies, including in the form of an electronic book, in multimedia networks (Internet, intranet), using a computer print-out, on any data storage medium known as at the date of signing this Agreement,
 - b. digitising the Work with the use of any technique, in a format selected by the Licensee,
 - c. saving the Work to computer memory and other electronic or digital products owned by the Licensee, uploading and providing access to the work in electronic and digital databases (repositories) and as part of other products, including databases available via multimedia networks, Intranet or Internet,
 - d. making the Work available to the public in such a way so that anyone can access it in a place and time of their choice,
 - e. disseminating the Work, in particular through the distribution of the original or copies in which the Work or parts thereof have been recorded, and in the form of open access, pursuant to the Creative Commons: CC BY 4.0 licence (Attribution 4.0 International) available on https://creativecommons.org/licenses/by/4.0/legalcode.pl or any other open licence,
 - f. recording on machine-readable data storage media.
- 2. This licence is royalty-free.
- 3. This licence shall be granted to the Licensee for an indefinite term, excluding the right to terminate the licence by the parties to this Agreement.
- 4. Under this Agreement, the Licensee shall be vested in the right to make, or have any third parties make, adaptations of the Work, for an indefinite term, including its digitisation, abridged versions and summaries, and to use the adaptations and manage them in the fields of use stipulated in par. 1 of this Clause. In particular the right includes the use of the Work, its adaptations, summaries or abridged versions for purposes which are related to the activities that the Licensee conducts, including the promotion of the journal. The Licensor shall not be entitled to remuneration for any of the above actions.
- 5. The Licensee may further sublicense the Work as regards the use of the whole or part of the Work in the scope of the licence being granted.

- 1. The Licensee may make any necessary changes to the Work arising from editorial revision or adjustment of its form and contents to the whole of the journal, including the change of (document) Work format, insofar as it does not violate its author's moral rights.
- 2. The Licensee is entitled to make a final decision about the form in which the Work is to be published, including its graphic design.
- 3. The Licensor undertakes to make author's revision within a time limit agreed upon with the Licensee, no later than within 7 days of the receipt of documents intended for author's revision. The failure to prepare the revised version within a time limit agreed upon with the Licensee, in particular within 7 days of the receipt of documents intended for revision, shall be deemed as consent to publish the Work in the revised version.
- 4. The Licensor is not entitled to any additional remuneration for the author's revision.
- 5. The Licensor shall bear the costs of changes attributable to the Licensor and introduced to the Work being the subject-matter of the licence after its typesetting and page make-up has been commenced.

§ 5

- 1. Unless otherwise stipulated in this Agreement, the Parties mutually represent that the Licensee shall decide on the way the work is used, whereas the Licensee is obliged to provide access to the Work, also in the Open Access formula, so that everyone can have access to it in the place and time of their choice in line with the rules set out in the Creative Commons: CC BY 4.0 licence (Attribution 4.0 International) available at http://creativecommons.org/licenses/by/4.0/ or any other open licence, or any subsequent versions of the said licence published by Creative Commons. An open licence shall be understood by the Parties as a licence which permits a public, unlimited, royalty-free and non-exclusive use of the original or modified version of the Work, whereas such open licence may include an obligation to provide information about the author or producer, the subject-matter of the licence and its provisions (attribution clauses) or the obligation to provide access to the licence and the provisions thereof, or any adaptations in a specified form, facilitating their use under the same licence (copyleft clauses).
- 2. The Licensee is obliged to make the Work available in such a way so that anyone can access it in a place and time of their choice without any limitations (including technical limitations or safeguards). In particular, such access should take into account the current Web Content Accessibility Guidelines published by W3C, while the Work should be available in a so-called open format. The Licensee may waive the obligation if it is able to demonstrate that third parties provide access to the Work in a manner as specified above.
- 3. With a view to duly informing the persons to whom the Work is to be made available about the sublicences granted, the Licensee is obliged to include information about the licence in a way which allows the recipients to read thereof.

- 1. The Licensor represents that they have read and undertake to observe the editorial guidelines published on the Journal's website.
- 2. The Licensor acknowledges and accepts the wording of the annotation ©Copyright by Katolicki Uniwersytet Lubelski Jana Pawła II.

§ 7

The Licensee has the right to assign the rights and obligations arising from this Agreement to any third party.

§ 8

Any amendments and additions hereto shall be made in writing, otherwise they shall be null and void.

§ 9

In any matters not stipulated herein, the applicable relevant legal regulations shall apply, including in particular the Act of 4 February 1994 on Copyright and Related Rights (consolidated text, Journal of Laws of 2022, Item 2509, as amended) and the Act of 23 April 1964 - the Civil Code (consolidated text, Journal of Laws of 2022, Item 1360, as amended).

§ 10

Any disputes that may arise from this Agreement, all possibilities to resolve them amicably having been exhausted, shall be examined by a court with a jurisdiction over the Licensee's registered office.

§ 11

The Agreement was drawn up in two identical counterparts, one for the Licensor and one for the Licensee.

Licensor	Licensee

AUTHOR'S STATEMENT

REVIEW OF EUROPEAN AND COMPARATIVE LAW

I hereb	y represent that:
1) 2)	as regards the work I have prepared, no ghost-writing or guest authorship has occurred, the author's percentage contribution to the preparation of the work is
Publica	tion title:
Author	's full name: