

Licence Contract

The agreement is between the Creator/Contributor further referred to as "Licensor" domiciled and Nicolaus Copernicus University (Uniwersytet Mikołaja Kopernika w Toruniu) with headquarters in Toruń, further referred to as "Licensee", represented by the Director of the Nicolaus Copernicus University Press (Wydawnictwo Naukowe UMK) in Toruń, Prof. Mirosław Strzyżewski, PhD.

§ 1

1. The Licensor states that the Work/related rights item does not infringe the rights of third parties, especially copyrights or related rights.
2. The Licensor states that in the scope included in the contract he has copyrights /related rights. Using the work /related rights item shall not infringe the rights of third parties.

§ 2

1. The Licensor grants the Licensee a non-exclusive license to use the Work/related rights item specified in § 1 within the following fields:
 - a) recording of Work/related rights item;
 - b) reproduction (multiplication) of Work/related rights item in print and digital technology (e-book, audiobook);
 - c) placing the copies of the multiplied Work/related rights item on the market;
 - d) entering the Work/related rights item to computer memory;
 - e) distribution of the work in electronic version in the *open access* form on the basis of Creative Commons license (CC BY-ND 3.0) via the digital platform of the Nicolaus Copernicus University Press and file repository of the Nicolaus Copernicus University.
2. Usage of the recorded Work by the Licensee within the above fields is not restricted by time, numbers or territory.

§ 3

The Licensor grants the license for the Work/related rights item to the Licensee free of charge and for an unspecified period of time.

§ 4

The Licensor undertakes to deliver the Work/related rights item in the electronic form executed substantially, formally and in terms of language – with due diligence and at the level required for the publication of such works.

§ 5

1. The Licensor agrees to the change of the format of the document in which the Work/related rights item was delivered to the Licensee. Change of the format should be justified with using the work on the basis of the contract.
2. The Licensor, making the change of the format, is obliged to keep the content and the form of the deposited material and not to infringe the moral rights of the creator of the Work/related rights item.

§ 6

1. The Licensee is entitled to use the fragments of the work for promotional purposes, especially he can:
 - a) make fragments available in the mass media (radio, press, the Internet),
 - b) publish fragments in free booklets,

§ 7

1. The Licensee is entitled to make necessary changes to Work/related rights item resulting from editing.
2. Corrections by the author and return of the whole Work/related rights item after correction should be within the time set according to the following rules: three day per one publisher's sheet, starting from the delivery of the text until the correction of the Licensor or by the person authorised by him.
3. Refusal of making the author's correction or not sending the correction back within the time specified above is considered as the Licensor granting the right to publish the Work/related rights item in the form sent for correction.

4. The author may not make significant changes to the content of the Work given for author's correction that would exceed 3% of the content of the Work and not agreed upon with the editor. Changes including, among others, introduction of new fragments of the Work or exchange of existing paragraphs with new ones can be done only if agreed upon with the editor if they do not raise the cost of edition and composition of the text.
5. If the author introduces changes outside the first author's correction, and especially changes leading to a new composition, the cost of the work shall be borne by the author on the basis of a calculation made by the editor.

§ 8

Any amendments and additions to the contract require a written form to be valid.

§ 9

Any disputes that may arise in connection to this contract shall be settled by the court having jurisdiction over the headquarters of the Licensee.

§ 10

In issues not regulated by this contract the provisions of the copyright and related rights act and the Polish Civil Code are used.