# Publishing agreement no. …for granting a free licence to the work with the right to grant a sub-licence

entered into in Krakow on … between:

State Treasury – the National Archives in Krakow with its headquarters at 22E Rakowicka Street, 31-510 Krakow, NIP: 676-202-29-60, represented by … hereinafter referred to as “**the Publisher**”

a

Mr/Mrs/Miss/Ms …, PESEL: …, resident at postcode, city/town/village, ... Street, hereinafter referred to as “**the** **Author**”,

jointly or separately referred to as “**Parties**” or “**Party**”.

## § 1. Subject of agreement

1. The Author prepared and submitted to the Publisher through the Editorial Team of the “Krakowski Rocznik Archiwalny” journal, hereinafter referred to as: “the journal” the text …, with … characters (i.e. … publishing pages), hereinafter referred to as “the work”.
2. The work will be published by the Publisher in Volume ... of the journal, Krakow … .
3. The Author testifies that:
4. he/she is legally entitled to enter into and carry out this agreement;
5. the work is the result of the author's creativity and does not infringe on the legal or personal rights of a third party;
6. the work is original and has not been published in the form submitted to the Publisher, and if fragments have been published previously, they have been described suitably;
7. he/she has obtained the consent of those whose images, statements, artworks or photographs have been used in the work, to use them in the manner defined in this agreement;
8. there is a section with acknowledgement of those who consulted or helped during the creation of the work;
9. there are no actual or legal obstacles to the Publisher obtaining the licence in the area defined in this agreement;
10. the work submitted to the Publisher or its fragments will not be submitted to another publishing house until it has been published in the journal. If the work is placed in another publication it should contain information about its original publication in Volume ... of the journal.

## § 2. Granting a free licence and the right to a sub-licence

1. Effective from the day the agreement is entered into, the Author grants the Publisher a free and non-exclusive licence (together with the option of a sub-licence) to use the work, including its multiple publication and distribution on all forms of carriers in all known forms of exploitation, and in particular to:
2. enter and save the work and the data from the work in computer memories, digital libraries, repositories and databases chosen by the Publisher, multi-media networks, including the Internet (including, for example, commercial and non-commercial databases for registering publications) – without any limitations, as well as transfer of the work in the above-mentioned networks, including online;
3. record and copy the work – without any limitations, using any technique, including printing, digital, reprographic, electronic, photographic, optical, and laser, through magnetic recording, on all known carriers (including, among others, IT, electronic and polygraphic) as well as in all IT systems (especially the Internet);
4. distribute the work, including in electronic databases, on all known carriers (including, among others, IT, electronic and polygraphic) as well as in all IT systems (especially the Internet);
5. publicly provide access to, carry out, recreate, exhibit and present the work and multiple copies of the work, so that all people can access it at a place and time they choose, and in particular to provide access to the work on the Internet, including for promotion and advertising of the work, journal or the Publisher;
6. circulate and distribute the work and copies of the work – enter the work as well as copies into circulation, rental or lending.
7. Additionally, the Author allows the Publisher to use and manage studies of the work.
8. The licence is granted for an indefinite period and without any territorial restrictions.
9. The Author waives the right to collective management organisation by entering into and performing this agreement.
10. The Publisher may grant a sub-licence to use the work as well as other materials containing or created based on the work, derivatives, and studies of the work, with provisions in accordance with the Creative Commons 4.0 licence (also known as CC-BY), in line with the current forms published by the Creative Commons organisation or any later versions of this licence.

## § 3. Remuneration

For granting the licence (together with the option of a sub-licence) in the range defined in this agreement, the Author does not receive any remuneration from the Publisher.

## § 4. Requirements concerning publication of the work

1. The Author testifies that:
2. the work meets the substantive, formal and linguistic requirements applicable for such a work in the journal;
3. he/she will provide the consent or licences required by law if the work contains images, statements, artworks or photographs that are the work of others, and in particular illustrations;
4. he/she created the work in accordance with the guidelines for publications accessible at the journal's website – [www.kra.ank.gov.pl](http://www.kra.ank.gov.pl/);
5. he/she expresses consent for the work to be checked by editors of the Publisher;
6. he/she does not provide consent for the processing of the work, the introduction of changes, with the exception of those changes recommended by the reviewers and the Editorial Team of the journal, after consultation with the Author.
7. The Publisher is obliged to respect the copyright of the Author, and in particular the Publisher ensures the Author the right to correct the work.
8. After publication of the journal, the Publisher shall provide the Author, free of charge, one copy of Volume ... of the journal containing the work.

## § 5. Final provisions

1. In the event of a claim being made against the Publisher by a third party due to an infringement of copyright laws – resulting from the use by the Publisher of the work in the range defined by this agreement – the Publisher will immediately inform the Author, who is obliged to deal with the claim.
2. In matters not regulated by this agreement, the rules found in the civil code, copyright laws and related laws are applied.
3. All disputes resulting from the agreement are to be settled in the regional court with jurisdiction over the headquarters of the Publisher .
4. All changes and additions to the agreement are invalid unless made in written form.
5. The agreement is prepared in two identical copies, one for each Party.

 ..... .....

 The Author The Publisher

# Information regarding the processing of personal data

In accordance with art. 13 of the European Parliament and Council Regulation (EU) 2016/679 of 27 April 2016 concerning the protection of individuals in connection with the processing of personal data and the free flow of such data as well as the repeal of Directive 95/46/EC (general regulation concerning data protection) (Journal of Laws EU L 119 of 04.05.2016, page 1 with later amendments), hereinafter referred to as “GDPR”), the National Archives in Krakow informs that:

1. The administrator of your data is the National Archives in Krakow, 31-510 Krakow, 22E Rakowicka Street.
2. For matters connected with the processing of personal data and the use of rights connected with data processing, please contact the Data Protection Officer in the National Archives in Krakow - e-mail: iod@ank.gov.pl, tel.: 12 370 56 31.
3. Your personal data will be processed in order to carry out the agreement concerning the publication of the submitted paper or to take steps before it is entered into (based on art. 6.1b of GDPR), as well as to fulfil the legal duties of the Administrator (art. 6.1c of GDPR).
4. Submitting personal data is voluntary, however, it is one of the conditions for a paper to be published in “Krakowski Rocznik Archiwalny”. The refusal to submit such data will result in the paper not being accepted for publication.
5. Your personal data will be available in the editing process to: employees and co-workers of the Administrator (including editors and proofreaders), bodies processing and performing tasks on behalf of the Administrator based on the agreement, as well as institutions entitled to receive the data based on legal regulations.
6. Your personal data will be transferred to other countries/international organisations on the basis of agreements concerning scientific databases.
7. Your personal data will be processed for a period necessary for the performance of all tasks connected with the objective of processing, as well as the period of document storage as defined in the regulation applicable for state archives in Poland, in accordance with the statutory regulations in this field.
8. You have the right to demand access to the personal data, to correct, remove or restrict the processing, as well as to object to its processing, subject to the restrictions of such rights connected with the Administrator being compliant with the law by processing your personal data. If the processing takes place with your consent, you have the right to withdraw that consent, without affecting the right of processing conducted on its basis before its withdrawal.
9. You can send your withdrawal of consent for personal data processing by e-mail to: iod@ank.gov.pl, or by mail to: the National Archives in Krakow, 31-510 Krakow, 22E Rakowicka Street, or in person at the headquarters of the National Archives in Krakow at 22E Rakowicka Street, Krakow. The withdrawal of consent for personal data processing will result in the publication being limited or not possible.
10. You have the right to make a complaint to the head of the Personal Data Protection Office.
11. The data you provide will not be subject to profiling.

I confirm that I have read and accept the above-mentioned information.

 ..... .....

 city/town/village, date legible signature of the Author