ADAM MICKIEWICZ UNIVERSITY

**ADAM MICKIEWICZ UNIVERSITY PRESS**

61-701 Poznań, ul. Fredry 10

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NIP 777-00-06-350, ID 000001293

# PUBLISHING AGREEMENT WITH THE AUTHOR

# (enclosure to the agreement with the Scientific Editor of the COLLECTIVE WORK)

concluded on ………………………. in Poznań by and between:

Adam Mickiewicz University, with its registered office in Poznań 61-712, ul. Wieniawskiego 1

represented on the basis of the power of attorney granted by the Rector of Adam Mickiewicz University, dated March 28, 2024, by

**the Director of Adam Mickiewicz University Press – Sławomir Erkiert,**

hereinafter referred to as the “Publisher”,

and

**Mr/Ms. ………………………………..,** domiciled in:…………………………………………………………

hereinafter referred to as the “Author”.

§ 1

1. The Author represents that s/he is the author of the work described as follows:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

hereinafter referred to as the “Work”, which is a part of the **collective work:** ………………………………………………………………………………………………………………………. editing by: …………………………………………………………………………………………………………..

§ 2

1. The Author hereby represents that the Work is of the original character and ensures that it has been created with respect for the copyrights of other persons and personal interests of third parties.
2. The Author hereby represents that the **Work submitted to the Publisher is its final version and is prepared with due diligence within substantive, formal and linguistic requirements and on the level expected when publishing this kind of works**.
3. The Author hereby represents that his/her copyrights to the Work are not limited with any rights of third parties, and that the use of the Work and its disposing by the Publisher under this agreement shall not infringe any third party rights. Should any claims arise related therewith, the Author shall be obliged to satisfy them and reimburse any costs, expenses and damage, which have been borne by the Publisher as a result of lodging such claims, within the period of 14 days from receiving the request from the Publisher or other persons.

§ 3

1. The Author **grants the Publisher the exclusive license** to the use of the Work, in whole or in part, **solely in order to and for the purpose of the publication of the Work with the printing technique, its multiplication and dissemination** – within the following fields of exploitation:
	1. in the scope of fixation and multiplication of the Work - production with a specific technique of the copies of the Work, printing, reprographic, magnetic recording and digital technique, digitization of the Work by any technique to the format chosen by the Publisher, fixation of the Work in the memory of computers, including those with server functions,
	2. in the scope of trade of the original or copies of the Work recorded and multiplied with the printing technique – placing on the market, lending for use or lease of the original or copies, including for the chain of libraries and reading rooms,
	3. in the scope of dissemination of the Work recorded and multiplied with printing technique, in a manner other than specified in point a) - public performance, exhibiting and public sharing of the Work in such a way so that everyone can have access to it within convenient place and time;
	4. use of the whole as well as fragments of the Work for information, promotional and advertising purposes,
	5. use of the whole as well as fragments of the Work as a part of compilation or connection with other works, including collective publication.
		1. The Author represents that **the exclusive license** described in clause 1 is granted to the Publisher:
			1. with the right to sub-license,
			2. without any quantitative (regarding the volume of editions and circulations) and territorial restrictions,
			3. upon the acceptance of the Work,
			4. for the period of 5 years from accepting the Work.
2. The Author additionally **grants the Publisher the non-exclusive license** for placing the copies of the Work on the market, which during the term of the exclusive license have been multiplied with the printing technique, until the termination of sales of the whole circulation, together with the right of use set forth in clause 1 point d).
3. Subject to the scope of the license, mentioned in clause 1, the Author **grants the Publisher the non-exclusive license** to use the Work, in whole and in part, on the fields of exploitation referred to in article 50 of the act on copyrights and related rights, including the following fields of exploitation:
4. digitalization of the Work with any technique in the format selected by the Publisher,
5. fixation of the Work in the computers' memory, including those with server functions,
6. multiplying the Work with the use of any technique, including reprographic, magnetic recording and digital technique, in particular as e-book, audiobook, as well as in any multimedia networks, including the Internet and Intranet, in particular on-line, as well as by computer printout, on any data-storage device known on the date of signing hereof,
7. dissemination of the Work separately or as part of collective works, by placing its copies on the market, in particular in the form of an electronic book (e-book), audiobook, electronic publications, in collective works of electronic databases, in electronic and digital products, including as part of electronic and digital databases (data sets), including databases accessible via multimedia networks, such as Intranet and the Internet, as separate products or jointly with other products (including publications and in collective works),
8. within the scope of trade of the original or copies of the Work, placing its copies on the market - placing on the market, lending for use or lease of the original or copies, including for the chain of libraries and reading rooms, including electronic and digital ones,
9. sharing, including transfer via multimedia networks, particularly the Internet and Intranet, within the communication on demand, together with public sharing of the Work in such a way so that everyone could have access to it within convenient place and time,
10. use of the whole as well as fragments of the Work for information, promotional and advertisement purposes,
11. use of the whole as well as fragments of the Work as part of compilation or connections with other works, including collective publication.
12. The Author represents that **the non-exclusive license** described in clause 4 is granted to the Publisher:
13. with the right to sub-license, without any quantitative and territorial restrictions,
14. upon the acceptance of the Work,
15. for an indefinite period of time, with the right to terminate it by the Author a year ahead, at the end of the calendar year.
16. The Author additionally as part of the non-exclusive license described in clause 4 **grants the Publisher** the authorization to distribute the Work under the terms of a license (sub-license) of free access (open access or creative commons).
17. The Publisher represents that s/he **accepts** the licenses described in clauses 1-6.
18. The Author consents to the studies of the Work and its parts made by the Publisher, or commissioned by him/her. The Author consents to the use and disposal of rights to the studies referred to in the preceding sentence by the Publisher.
19. The Author grants the Publisher consent to exercise dependent copyrights to the studies, referred to in clause 8, and transfers onto the Publisher the right to authorize the exercise of dependent copyrights.

§ 4

1. The Publisher is authorized to contact the Author via the Scientific Editor who, while performing the agreement binding him/her with the Publisher, shall have the right to substitute for the Publisher in performing this agreement.
2. The Author undertakes to perform the author's correction of the Work within the time period set by the Scientific Editor or authorizes the Scientific Editor to make the correction on his/her behalf.
3. The Author represents that apart from the correction made in the manner described in this paragraph, during the use of the Work by the Publisher under the license granted, s/he shall not execute author's supervision in any other form.

§ 5

The parties mutually agree that granting the licenses referred to in § 3, within any and all indicated fields of exploitation, and transferring the rights and granting consents specified in § 3, as well as transferring the ownership of the copy / copies of the Work and data-storage devices on which the Work has been recorded, shall be: **free of charge.**

§ 6

1. On the editorial page, a note will be placed on each copy of the Work worded as follows:

 **Adam Mickiewicz University in Poznań, Adam Mickiewicz University Press, Poznań …**year of publication**….**

2.The Author shall receive one **author copy** of the Work in the form of a book.

§ 7

1. The price of copies of the Work, the volume of circulation and reprints, and the method of publishing and dissemination are determined by the Publisher.

§ 8

1. The Publisher and the Author undertake to ensure proper processing of personal data provided by the other party by applying appropriate organizational and technical measures to protect these data, guaranteeing protection of the rights of data subjects in accordance with the provisions and requirements of the Regulation (EU) 2016 / 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation - GDPR), provisions of the Act of 10.05.2018 on the protection of personal data, as amended (Journal of Laws of 2018, item 1000), or other provisions of the Polish law, and the Author undertakes as a processing entity to comply with the obligations under article 28 and the following of the said regulation.
2. Under this agreement, the Publisher as the controller of personal data entrusts the Author with processing (in particular collecting, recording, organizing, storing, modifying, using, sending, erasing, destroying) of the following categories of personal data from the Publisher: name and surname, professional title, academic degree or academic title, function or position of persons representing the Publisher, persons countersigning the agreement, persons initialling the agreement and persons indicated for contact in connection with the performance of the subject matter of the agreement, as well as e-mail address or telephone number of persons indicated for contact, name and surname of persons performing work as a part of the performance of the subject matter of the agreement, as well as the e-mail address or telephone number of these persons. The nature of data processing relates to the processing of personal data in a paper form and with the use of IT systems.
3. The Author processes the entrusted data in the scope and for the purpose of performing this agreement in accordance with the order of the data controller.
4. The Author who has been entrusted with the processing of personal data, after finding a breach of personal data protection, reports it to the controller without undue delay, no later than within 36 hours, in accordance with the applicable requirements.
5. The Publisher and Author represent that the personal data of the Author and personal data referred to in clause 2, shall be used exclusively to perform the subject matter of the agreement, as well as to fulfil the legal obligations imposed on the controller, in particular issuing and storage of invoices as well as accounting documents and the fulfilment of tax obligations, and additionally in order to handle, investigate and defend mutual claims which may arise from the agreement.
6. Personal data will be processed during the term of the agreement and after its completion in the period specified in the generally applicable provisions of the law or in accordance with the criteria set out therein and for the time necessary to secure information in the event of legal need to prove facts or secure or pursue claims. Immediately after the expiration of the period mentioned hereinabove, the Author undertakes to transfer or permanently destroy (in accordance with the controller's decision) any documents, copies thereof or data-storage devices containing personal data referred to in clause 2.

§ 9

1. Any changes and supplements to the agreement shall be made in writing, or else shall be null and void.
2. In any matters not regulated herein, the provisions of the Act of February 4, 1994, on copyrights and related rights and the provisions of the Civil Code shall apply.
3. Any disputes which may arise from this agreement shall be resolved by courts of subject matter jurisdiction over the registered office of the Publisher, according to the Polish law and procedure.
4. The agreement has been drawn up in two counterparts, one for the Scientific Editor and one for the Publisher.

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 the Author the Publisher