

LICENSE AGREEMENT

On in Gliwice between Zakład Wydawniczy CHEMPRESS-SITPChem entered into the National State Register in Warsaw under no. 0000096244, hereinafter referred to as the Editor, on behalf of which Jerzy Kropiwnicki, M.Sc., Eng. is acting under the power of attorney granted by ZG SITPChem and, resident of in, hereinafter referred to as the Author, the agreement reading as follows was concluded:

§ 1

1. The Author declares that he has written a piece of work/works: the article entitled, which he had not published thus far and did not dispose of proprietary copyrights to it/them.
2. The Author provided the entire piece of work/works in two copies in the form of a printout and/or a floppy disk.
3. The Editor accepted the piece of work/works written by the Author.
4. In order to counteract ghostwriting and guest authorship, the Authors of the submitted piece of work declare in the declaration a share each of them contributed into the creation of the publication (stating affiliation and contribution, i.e., information on who is the author of the concept, premises, methods). The main responsibility is borne by the Author submitting the piece of work. Simultaneously, the editorial team inform that the practices of ghostwriting and guest authorship are a manifestation of scientific dishonesty and all discovered cases will be exposed, including a notification of appropriate bodies (the institutions employing the authors, scientific societies, associations of science editors, etc.).

§ 2

1. The Author declares that he/she owns the copyrights to the piece of work/works referred to in § 1 and they are not limited.
2. At the time of accepting the piece of work/works by the Editor, the Author shall transfer to the Editor for 70 years exclusive copyrights to this/these piece of work/works, i.e., the right to:
 - fix and reproduce the piece of work/works – by producing its copies with the use of printing technology, magnetic fixing and digital technology,
 - trade the copies on which the piece of work/works was fixed – by introducing to trade, letting for use or rental of the copies.
3. The Author allows the Editor to use derivative rights, including the right to translate the piece of work.
4. The Editor has the right to transfer the rights and obligations resulting from this agreement to a third party or to grant a sub-license.

§ 3

The Editor shall decide about the manner and form of publication of the piece of work, including its layout and choice of a translator.

§ 4

If the Editor includes to the piece of work/works illustrations or other copyrighted materials provided by the Author, the Author shall be obliged to previously obtain written permission for them to be used by the Editor and bear costs related hereto, as well as mark the included piece of work/works with the surname and name of their author.

§ 5

The Author declares that he/she shall keep the complete copy/ies of the piece of work/works and the ownership to the originals in the form specified in § 1, section 2 delivered to the Editor are transferred to the Editor.

§ 6

1. The Author's remuneration for the transfer of rights within the scope specified in §§ 2.2 and 4 of the agreement shall be agreed upon by the Parties to the amount of PLN (say:.....).
2. The remuneration for possible usage of the derivative rights, including publication of the piece of work in the translated version, shall be agreed upon to 25% of the remuneration referred to in point 1.
3. The remuneration will be paid on a one-off basis within 6 weeks since the date of the publication of the piece of work/works.
4. The Author declares that he/she owns a bank account (no. of the bank account)
....., to which the Editor will transfer the remuneration due under this agreement.

§ 7

The Author's remuneration specified in § 6, section 1 includes the amount due for:

- 1) delivery of the piece of work/works in the agreed upon form,
- 2) obtaining the copyrights to the piece of work/works by the Editor, resulting from §§ 2.2. and 4 of the agreement,
- 3) performance of the author's own proofreading.

§ 8

Apart from the remuneration, the Author will receive 1 not for sale author's copy of the magazine, with the piece of work/works written by him/her, as well as – by request – a pdf file of the publication.

§ 9

The Editor shall have the right to introduce changes to the piece of work resulting from editorial preparation. In case of changes more significantly interfering in the content of the piece of work/works, it is necessary to consult them with the Author.

§ 10

1. The Editor shall be obliged to release the piece of work and start its dissemination within 2 years, counting since the day of acceptance of the piece of work, in at least one of the forms specified in § 2 of the agreement.
2. If the Editor does not start dissemination of the piece of work within the specified deadline, the Author may grant to the Editor the additional deadline, no shorter than six months, with the reservation that after this deadline he/she will withdraw from the agreement.

§ 11

All changes and supplements to this agreement as well as withdrawal from the agreement shall be made in writing, otherwise shall be null and void. The Parties may also introduce changes or supplements concerning the conditions of this agreement in the form of letters, if their content explicitly provides that they agree to such changes and supplements.

§12

On the grounds of barter agreement of 1 August 2011, the editorial team of CHEMIK science-technique-market monthly shall make available the content of the publication on www.wnp.pl portal. The Author/Authors shall agree to publish the publication covered by this license agreement on www.wnp.pl portal.

§13

To all matters not settled herein, the provisions of the Act of 4 February 1994 on copyright and related rights (Journal of Laws no. 24, item 83), as amended and the Polish Civil Code shall be applicable.

§ 14

All disputes that may arise in connection with this agreement will be settled by courts of competent subject matter jurisdiction.

§ 15

The agreement has been drawn up in 2 identical copies: 1 for the Editor and 1 for the Author.

§ 16

This agreement shall be governed by the Polish law.

AUTHOR

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EDITOR

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