

License Agreement

Concluded on in Warsaw between the Pontifical Faculty of Theology in Warsaw Collegium Bobolanum, represented by dr hab. Zbigniew Kubacki SJ, Editor in Chief and Director of the *Studia Bobolanum* Publishing House,

hereinafter referred to as the Publisher

and

.....Author's full name

residing in

hereinafter referred to as the Author.

§1

1. The Author provided a work (article) of publishing sheets titled (title of the article)

.....

which will be published in the journal *Studia Bobolanum*, ISSN 1642-5650.

2. The Author declares that they have unlimited copyright for the work they have never published it yet.

§2

1. The Author grants the Publisher a non-exclusive and free license to use the proprietary copyright to the work/article included in a given magazine, in the country and abroad in whole or in any part both in electronic products, including electronic databases (sets) of data, i.e. on the Collegium Bobolanum server and as part of products, including databases accessible through multimedia networks (e.g. Internet) for an unlimited period, in the fields of exploitation specified in art. 50 of the Copyright and Related Rights Act, Journal of Laws 1994, No. 24, listing 83 including subsequent alterations and in the following fields:

- a) recording works without any quantitative restrictions, by any technique, on any medium, including electronic, optical, magnetic media, diskettes, CD-ROMs, DVDs;
- b) reproduction of works without any quantitative restrictions, in every possible technique, on any medium, including electronic, optical, magnetic media, floppy disks, CD-ROMs, DVDs, as part of the on-line system;
- c) entering articles into the computer memory and multimedia networks, including the Internet, intranet internal networks, without any quantitative restrictions, as well as sending articles under the abovementioned networks, including on-line;
- d) dissemination of works, including their marketing, as part of electronic products, including electronic databases, on magnetic, digital, optical, electronic media, also in the form of CD-ROMs, floppy disks, DVDs, as part of multimedia networks, including internal networks (e.g. Intranet

type), as well as the Internet, in the on-line system, by communicating on demand, by means of lease the work/article;

e) to rent, lease, lend, rent or exchange media on which the work has been recorded, recorded and multiplied using any technique of providing access to the work,

f) making the work available to the public in a way that allows them to have access at any place and time of their choice.

2. In addition, the Author authorizes the Publisher for the duration of the right referred to in paragraph 1, to use the work and its exploitation in the form of a printed book and disseminate in whole or in part for advertising or promotional purposes as well as to grant sub-licenses in the above-mentioned scope.

§3

The Publisher decides about:

1. method of issue and catalog price;
2. the number of editions and copies in individual editions;
3. graphic design.

§4

If the Publisher includes in the work provided by the Author illustrations or other materials protected by copyright, the Author undertakes to obtain a written permission for their use by the Publisher and to bear the related costs.

§5

The parties agree on the following wording of the copyright notice: Copyright © 20.... (to be filled in with the appropriate year) by Collegium Bobolanum

§6

The publisher has the right to sell all copies of the work printed during the license period.

§7

The Author undertakes to:

1. provide illustrations to the work and transfer the copyright to them to the Publisher;
2. to provide illustrative material of which they are not authors together with the permission/authorisation for their use in printing;

§8

The Publisher has the right to make additional copies of the work for promotional and archival purposes of Collegium Bobolanum.

§9

The Publisher is obliged to notify the Author in writing within 30 days from the date of delivery of the work about the need for the Author to make changes specified by the Publisher.

Lack of such notification within the above deadline shall be considered as acceptance of the work.

§10

1. If the Publisher makes the acceptance of the work conditional on the Author's introduction of the changes referred to in §9, the Author is obliged within 14 days from the date of receipt of the notification from the Publisher to respond in writing whether they will introduce changes within the time limit set by the Publisher. Failure to deliver such an answer within the above deadline is considered as the consent of the Author.

2. The Publisher will evaluate the changed work and notify the Author in writing of the acceptance or non-acceptance of the work within one month from the date of the delivery of the entire changed work. Lack of such notification within the above deadline shall be considered as acceptance of the work.

3. Upon acceptance of the work, the ownership of the typescript/computer print passes to the Publisher.

§11

If the Publisher does not accept the work for the reasons specified in art. 55 item 1 of the Act on Copyright and Related Rights, the Author's refusal to introduce changes to the work referred to in §12 or not introduce them within the prescribed period, either party may withdraw from the contract.

§12

1. The Publisher has the right to make changes resulting from the editorial work.
2. Making editorial changes by the Publisher after the Author's correction does not require the agreement of the Author.

§13

The Author agrees to bear the costs if any changes to the work should be introduced after the start of submission, especially if these changes make it necessary to re-composition more than 3% of the volume of the work/article.

§14

The Author undertakes that during the term of this contract they will not, without the prior written consent of the Publisher, publish another work that could adversely affect the sale or use of the rights to the work granted to the Publisher by this contract.

§15

All changes and additions to this contract and withdrawal from the contract must be made in writing to be valid.

§16

In matters not covered by the contract, the provisions of the Copyright and Related Rights Act of February 4, 1994 (Journal of Laws 1994 No. 24, listing 83, including subsequent alterations) and the Code of Civil Procedure shall apply.

§17

All disputes that may arise from this contract will be settled by the appropriate to the matter provincial court with jurisdiction in Warsaw (Code of Civil Procedure art.17, point 2).

§18

The contract is drawn up in two identical copies, one for the Publisher and one for the Author.

Author

Publisher