**Contract for free transfer of property rights**

Contract concluded on ....................... in Białystok

between:

Medical University of Białystok, Jana Kilińskiego 1, 15-089 Białystok,
NIP 542 021 17 17

represented by:

 - Director of the Main Library of the Medical University of Białystok, acting under a special power of attorney dated ......................... granted by the Rector of the Medical University of Białystok

hereinafter referred to as the **Assignee**

and

Name, surname, residential address:

hereinafter referred to as the **Author / Creator**

Hereinafter referred to separately as the **Party** or jointly as **the Parties.**

# § 1

# (DEFINITIONS)

The parties agree that the expressions used in this contract shall have the following meanings:

1. **Partners of the Polish Platform of Medical Research Project (PPM Project Partners)** - means collectively all **Partners of the Polish Platform of Medical Research Project (PPM Project Partners),** namely: Wrocław Medical University, Medical University of Białystok, Medical University of Gdańsk, Medical University of Silesia, Medical University of Lublin, Pomeranian Medical University in Szczecin, Medical University of Warsaw, Nofer Institute of Occupational Medicine.
2. **Adapted Material** - any development of the Licensed material, in particular, translation, alteration, adaptation, arrangement, change, transformation or other modification constituting the subject matter of copyright;
3. **Copyright** - means economic copyright consisting of the exclusive right to use and distribute the licensed material in all fields of exploitation and to be remunerated for the use of the material;
4. **Related rights -** therights specified in Chapter 11 of the Act of February 4, 1994.
on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended);
5. **Publication** – a published licensed Material that has been reproduced with the authorization of the Author / Creator and copies of which have been made available to the public or a distributed licensed Material made available to the public in such a way that anyone can have access to it at a time and place of their choosing. Publications are in particular: publications in scientific journals, publications in peer-reviewed conference materials, scientific monographs, chapters in scientific monographs, doctoral dissertations, dissertations.
6. **Repository of the Polish Platform of Medical Research (PPM Repository)** - an IT tool for making the academic achievement of PPM Project Partners deposited and stored in Local Repositories available to the public;
7. **PPM Local Repository (Repository of the Medical University of
in Bialystok)** - an IT tool for depositing, storing and making the academic achievement of the PPM Project Partner available in such a way that anyone can access it at a place and time of their choosing under the terms of the Creative Commons open license;
8. **Act** - means the Law on copyright and related rights of February 4, 1994 (Journal of Laws of 2019, item 1231, as amended).

# § 2

# (SUBJECT OF THE CONTRACT)

1. The Author / Creator, upon signing the transfer protocol referred to in Section 4 item 1, transfers to the Assignee free of charge all the author's economic rights to -.

(*Title and/or brief description of the Licensed Material)*

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including Publications and scientific licensed materials, even if in an unfinished form, including in an unpublished version or in a version permitted by the publisher's policy, hereinafter referred to collectively as: Licensed Materials, and separately as: Licensed Material.

1. The author / creator declares that the Licensed Materials that are the subject of this contract, do not violate the property or personal rights of third parties and are independent and original Licensed Materials within the meaning of the Act.
2. The Author / Creator declares that there are no restrictions that would prevent him/her from transferring the author's economic rights to the extent described in the contract to the Assignee.
3. The author / creator declares that the author's economic rights covered by the subject of the contract are not subject to lien or other rights in favor of third parties and are transferred to the Assignee without any restrictions.
4. The Assignee, upon the transfer to him/her of the author's economic rights to the Licensed Materials, will be able to use them in full or in part in the following fields of exploitation:
5. Saving and reproducing by any technique, in any form, in any number of copies, in particular by photographic technique, printing, reprography, magnetic recording, digital recording on any media, regardless of the standard, system and file format adopted in the market, as well as distribution of multiplied copies of the Licensed Material carrier;
6. marketing, free lending of the Licensed Material or rental of the original or copies, both as a whole and any freely selected fragments, including the combination of fragments of various freely selected Licensed Materials forming a single whole, as well as use in all kinds of presentations, press conferences, events of all types, mailing - including commercialization of Licensed Materials on the market;
7. conducting the process of commercialization of the Licensed Material / Materials on the Polish market considering the Act of July 20, 2018. Law on Higher Education and Science [(Journal of Laws of 2018, item 1668, as amended)](https://sip.legalis.pl/document-view.seam?documentId=mfrxilrtg4ytenrugaytq);
8. Storing data in the memory of any number of computers or other devices that have electronic memory (such as memory cards, RAM, FLASH) - including mobile devices (such as tablets, smartphones) and devices that use virtual memory or shared memory resources (*known as cloud computing);*
9. Public performance, exhibition, display, reproduction, and broadcasting and rebroadcasting, as well as public sharing, which means sharing in such a way that anyone can access it at any time and place of their choosing, including in open scientific journals and books;
10. Uploading, depositing and sharing on the Internet and other computer networks - including the Intranet, the PPM Local Repository, as well as presenting the Materials in the PPM Repository;
11. Marking the Material in the PPM Local Repository with the information that anyone can use the Material under a Creative Commons license chosen by the Assignee;
12. Uploading and sharing in telecommunications and IT networks and other forms of ICT data transmission (e.g., in the form of SMS, MMS, EMS, IVR, WAP, VPN);
13. dissemination in periodic and non-periodic publications, including those that do not form a closed whole, with or without a fixed title or an adopted name, including daily, weekly and magazine newspapers, various types of agency services, regular broadcasts, public and private bulletins, radio and television station programs, newsreels;
14. distribution and sharing in publicly accessible so-called banks of licensed Materials, including photo banks - available on the Internet;
15. dissemination by means of on-demand technology free of charge or for a fee regardless of the method of payment, e.g. "pay per view", "on demand" or other forms of payment;
16. combining the whole and parts with other Materials, including those that have not been created as a result of the Licensee's actions - which form a homogeneous development of the subject matter of the contract;
17. Broadcasting through visual or wired and wireless audio transmissions, including via satellite and other forms of general communication or public sharing of the licensed Material through mobile television, in any technology.
18. Co-authored collective publication, including in the form of a book, album, catalog, lexicon, calendar, in multimedia publications, in audiovisual materials, independently or in editions with materials of other authors (so-called collective licensed materials);
19. use in other licensed materials in a form that does not constitute development, including in audiovisual or multimedia licensed materials, to the extent indicated above;
20. Development, processing, alteration, amendment and modification of the licensed material;
21. permission to create developments, alterations and modifications of the licensed material, the right to dispose of such developments, alterations and adaptations of the licensed Material and the right to make them available for use, including licensing them to third parties, in all the fields of exploitation listed above.
22. The Author / Creator transfers to the Assignee the exclusive right to authorize the performance of the adapted licensed material to an unlimited extent, and within the scope of the fields of exploitation listed in paragraph 5.
23. The transfer of the Copyright is not limited in terms of the purpose of distribution of the licensed Materials, nor in terms of time and territory, and the rights may be transferred by the Assignee to other entities without any restrictions.
24. The author/creator represents and warrants that he/she will not exercise his/her personal right in a manner that restricts the Assignee from exercising his/her rights to the licensed Material.
25. By entering into this Contract, the Author/Creator hereby waives the services of collective management organizations for intellectual property rights.

# § 3

# (AUTHOR / CREATOR'S ASSURANCES)

1. The author / creator declares that the disposal of licensed materials does not violate industrial and intellectual property rights, in particular: patent rights, copyrights and rights to trademarks and industrial designs.
2. If, after receiving the licensed material, it turns out that it has defects or other circumstances have occurred which make it impossible to use the licensed material and the Assignee's rights, the Author/ Creator, shall be obliged, within the period indicated by the Assignee, to deliver another version of the licensed material free of defects, meeting the requirements specified herein, and to compensate the Assignee for any damages resulting therefrom.
3. If any claims are made by third parties against the Assignee in connection with his/her use of copyrights relating to licensed materials, particularly claims related to the infringement of any intellectual property right, the Assignee shall inform the Author / Creator of the reported claims, and the Author / Creator undertakes to indemnify the Assignee against any liability to third parties, in particular by:
4. undertaking actions to settle the dispute, together with incurring all related costs
all related costs, joining the pending proceedings, and, if this is not possible, intervening on the side of the Assignee;
5. payment to a third party of amounts adjudged by a final court judgment or other conclusive decision, including payment of the costs of litigation or other proceedings awarded from the Assignee to a third party, including court fees and costs of legal representation before the court, and, in the event that these amounts are paid by the Assignee or collected from the Assignee by a third party - reimbursement to the Assignee of the amount together with the costs of intentional enforcement, and, in addition, reimbursement to the Assignee of the costs of legal advice paid by the Assignee, which the Assignee used in connection with the third party's claim, which were not covered by the reimbursement of a legal represenatation to the Assignee from the third party.

# § 4

# (LICENSED MATERIAL TRANSFER PROTOCOL)

1. The transfer of licensed materials will be confirmed by a transfer protocol, the template of which is attached to this contract.
2. Upon transfer of the licensed materials, the Assignee acquires ownership of the media on which the licensed materials have been recorded.
3. The author/creator declares that he/she has all legally required permissions to use the image of persons appearing in the licensed materials in the fields of exploitation indicated in Section 2 paragraph 5 of the contract.

# § 5

# (CORRESPONDENCE)

1. The parties agree to correspond via e-mail addresses indicated below:
2. Author/Creator: email address: .....................................................................................;
3. Assignee: email address: .................................................................................................
4. The date of receipt of correspondence shall be considered the date of transmission of correspondence by e-mail, if the content of the correspondence is promptly confirmed by the same means.
5. Traditional postal correspondence should be addressed to the addresses of the Parties, as indicated in the presentations of the parties in the contract.
6. The parties are obliged to inform each other of any change of mailing address - otherwise, shipments addressed to the addresses indicated in the contract's introduction will be considered effectively delivered.

# § 6

# (FINAL PROVISIONS)

1. For valid reasons, the Assignee may release themselves from their obligations and liabilities by transferring back to the Author / Creator all the rights acquired under this contract.
2. The provisions of the Law and the Civil Code shall apply to matters not covered by this contract.
3. All changes and additions to the contract must be in writing under pain of invalidity.
4. Any disputes that may arise in the implementation of this contract, after having exhausted the possibility of amicable solution, will be settled by the court having jurisdiction over the seat of the Assignee.
5. The contract is drawn up in two copies, one for each party.

**Author/Creator:**

**Assignee:**