**Non-exclusive, free of charge licensing agreement**

**(CC-BY-SA)**

Agreement Concluded on ....................... in Białystok

by and between:

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

represented by:

 - the Director of the Main Library of the Medical University of Bialystok, acting on the basis of the special power of attorney dated ……………………… granted by the Rector of the Medical University of Białystok

hereinafter referred to as the **“Licensee”**

and

Name, surname, residence address:

hereinafter referred to as the **“Licensor.”**

# § 1

# (DEFINITIONS)

The Parties hereby agree that the expressions used in this Agreement shall have the meanings as defined below:

1. **work** – (*title*)

1. **derivative work** – any development of the work, in particular translation, reworking, adaptation, arrangement, alteration, transformation or other modification constituting the subject matter of the copyright;
2. **copyrights** – economic copyrights consisting in the exclusive right to use the work and to dispose of it in all fields of exploitation and to remuneration for the use of the work;
3. **related rights –** rights as specified in Section 11 of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended).
4. **repositorium –** an IT solution using for depositing, storage and sharing works in such a way that members of the public may access it from a place and at a time individually selected by them.

# § 2

# (SUBJECT MATTER OF THE AGREEMENT)

The subject matter of this agreement is the granting of a licence by the Licensor to use the work and any derivative works by the Licensee in the fields of exploitation specified in § 4, upon the signing of this Licence.

# § 3

# (DECLARATION OF THE LICENSOR)

The Licensor declares that it owns the copyright and / or\* (\*choose as appropriate) the related rights to the work within the scope of this agreement. Licensor declares that Licensee’s use of the Work will not infringe on the rights of third parties.

# § 4

# (AREAS OF USE)

The Licensor grants the Licensee permission to use the work and the derivative work in the following areas of use:

1. use of a work and a derivative work in printed form consisting of storing copies of the work and a derivative work, making them available in such a way that anyone can access them at a time and place selected by the Licensee, including, in particular, in the Licensee’s library collections, and as part of interlibrary loans;
2. uploading the Work and the Dependent Work, as well as parts thereof, to publicly accessible information platforms selected by the Licensee, including
in particular to the Repository of the Medical University of Białystok (Local PPM Repository) and the Repository of the Polish Platform of Medical Research and disseminating it via the aforementioned platforms;
3. digital reproduction of a work and a derivative work;
4. making the work and the derivative work available in an electronic version via the terminals of the computer system (terminals) located on the premises of the Medical University of Bialystok in such a manner that anyone can access them at a time chosen by the Licensee;
5. making the work and the derivative work available and disseminating them on the Internet for everyone without restriction.

# § 5

# (NATURE OF THE LICENSE)

This licence is royalty-free, non-exclusive, unlimited in time and territorial scope.

# § 6

# (DURATION OF THE AGREEMENT)

1. This Agreement is concluded for the duration of the economic copyright in the work.
2. The Licensor undertakes not to terminate the agreement in application of the relevant provisions of the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2019, item 1231, as amended).

# § 7

# (FORMAT OF THE WORK)

The Licensor agrees to change the document format in which the work was originally saved.

# §8

# (LICENSOR’S OBLIGATIONS)

1. The Licensor authorises the free use and disposal by the Licensee of any development of the work.
2. The licensor waives the intermediation of the intellectual property collective rights management bodies.

# § 9

# (LICENSEE’S OBLIGATIONS)

1. The licensee undertakes to indicate:
2. data identifying the author of the work, in particular to mark the work with the name of its author and / or\* (\*select appropriate) other persons indicated by the Licensor who contributed to the creation of the work;
3. information identifying the holder of a copyright or related right in a work.
4. The licensee agrees to mark the modifications made to the work, if any, by the licensee.
5. In the event that the Licensee distributes a derivative work in respect of which it holds the copyright, the Licensee shall:
6. distribute it using the licence terms corresponding to this Licence;
7. disclose the contents of the licence agreement applicable to the work and the derivative work. This disclosure may be made in a manner appropriate to the format, context and manner in which the Licensee distributes the dependent work;
8. not impose any additional restrictions or conditions on the use of the Dependent Work that would limit the ability to use the Dependent Work in a manner greater than that provided for in this License.

# § 10

# (SUBLICENSES)

The Licensor assigns to the Licensee the rights and authorises the Licensee to grant further sub-licences only under the terms of the Creative Commons BY-SA (Attribution – ShareAlike) public licence attached to this Agreement.

# § 11

# (FINAL PROVISIONS)

1. In matters not covered by this agreement, the provisions of the Act of 4 February 1994 on Copyright and Related Rights and the Civil Code shall apply (Journal of Laws of 2019, item 1231, as amended).
2. All amendments to the Agreement shall be made in writing under pain of nullity.
3. Any potential disputes that may arise in the performance of this agreement which cannot be settled in an amicable manner shall be settled by the court having jurisdiction over the registered office of the Licensee.
4. The Agreement was made in two identical copies, one for the Licensor and the Licensee.

**Licensee:**

**Licensor:**