**LICENSE AGREEMENT**

**FOR RESEARCH DATA**

Agreement 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 based on a special power of attorney dated ......................... granted by the Rector of the Medical University of Białystok

hereinafter referred to as **Licensee**

and

Name, surname, residential address:

hereinafter referred to as the **Licensor**

Hereinafter referred to individually as the "**Party"** or collectively as the "**Parties"**

hereinafter referred to as the "**Agreement."**

# § 1

# (DEFINITIONS)

1. The parties agree that the expressions used in this agreement shall have the following meanings:
2. **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;
3. **research data** - collected or produced as material for analysis within the framework of scientific research conducted at the Medical University of Białystok, even if they are in an unfinished form, in particular: anonymized results of experiments, measurements, observations, statistics, surveys, photos, including such data that have a graphic form;
4. **Publication** - a published 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 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;
5. **Adapted material** - any development of the licensed Material, in particular, translation, modification, adaptation, arrangement, change, transformation or other modification constituting the subject matter of copyright;
6. **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 licensed Material;
7. **Related rights -** the rights 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).
8. **Repository of the Polish Platform of Medical Research (PPM Repository)** - an IT tool for making the academic achievement of PPM Project Partners (i.e., in particular, Publications and Research Data) deposited and stored in Local Repositories available to the public;
9. **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.
10. **Law** - 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 AGREEMENT)

1. The subject of the agreement is:

**research data -** (title and brief description)

**title**: ……………………………………………………………………………………………………………

**description**: …………………………………………………………………………………………………………..…

1. Licensor grants Licensee a royalty-free, exclusive, perpetual, territorially unlimited license to use the research data under the conditions and fields of exploitation specified in the agreement.
2. Licensor declares that:
3. He/she is entitled to copyright and related rights to the research data within the scope of the agreement. The licensor declares that the licensee's use of the research data will not violate the rights of third parties;
4. research data have been made by himself/herself and are not a compilation, modification, or adaptation of someone else's licensed material, and in the case of research data that is co-authored material, he /she has the consent of all co-authors to exercise copyright in the entire co-authored material, in particular to conclude and execute this agreement;
5. has not yet licensed the use of research data to a third party.

# § 3

# (LICENSE SCOPE)

Licensor grants Licensee permission to use the Research Data and the Adapted Material in the following fields of exploitation:

1. 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 Material carrier;
2. marketing, free lending of the 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;
3. 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 computin*g);
4. 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;
5. 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;
6. 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 Licensee;
7. 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);
8. 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;
9. distribution and sharing in publicly accessible so-called banks of licensed Materials, including photo banks - available on the Internet;
10. 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;
11. combining the whole and parts with other licensed 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 agreement;
12. 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;
13. 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 materials);
14. 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.

# § 4

# (SUBLICENCE)

1. The license includes the right to grant a further license to use the research data.
2. The granting of a sublicense by the Licensee does not require the prior consent of the Licensor.

# § 5

# (PERMISSION - DEPENDENT COPYRIGHT)

1. The Licensor transfers to the Licensee the exclusive right to authorize the performance of the adapted material to an unlimited extent, and to the fields of exploitation listed in Section 3.
2. If the research data element is also a database, the authorization referred to in paragraph 1 also includes the compilation of the database.

# § 6

# (CLAIMS)

1. The licensee shall be entitled to assert copyright infringement claims relating to the scope for which the license was granted.
2. If third parties file claims against Licensee for infringement of their copyrights - because of Licensee's use of research data within the scope of this Agreement - Licensee shall notify Licensor immediately.
3. The Licensee shall cooperate with the Licensor to the extent necessary for copyright protection.

# § 7

# (CORRESPONDENCE)

1. The parties agree to correspond via e-mail at the addresses indicated below:
2. **Licensor**: email address: ..................................................................................................;
3. **Licensee**: email address: danuta.dabrowska@umb.edu.pl .
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 of the Agreement.
6. The parties are obliged to inform each other of any change of mailing address - otherwise, shipments addressed to the addresses indicated in the Agreement's introduction will be considered effectively delivered.

# § 8

# (FINAL PROVISIONS)

1. The provisions of the Law and the Civil Code shall apply to matters not covered by this agreement.
2. All changes and additions to the agreement must be in writing under pain of invalidity.
3. Any disputes that may arise in the implementation of this agreement, after having exhausted the possibility of amicable resolution, shall be settled by the court having jurisdiction over the registered office of the Licensee.
4. The agreement is drawn up in two counterparts, one for each party.

**Licensee:**

**Licensor:**