**ROYALTY-FREE NON-EXCLUSIVE LICENSING AGREEMENT**

**(CC-BY-NC-SA)**

Agreement concluded on ....................... in Białystok

between:

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

represented by:

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

hereinafter referred to as **Licensee**

and

…………………………………………………………………………………………………...

(name, surname, address of residence)

hereinafter referred to as **Licensor**

# § 1

**(DEFINITIONS)**

The Parties agree that the expressions used in this Agreement shall have the following meanings:

1. **work** – (*title*)

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………....

1. **derivative work** – any elaboration of a work, in particular a translation, alteration, adaptation, arrangement, alteration, processing or other modification which is the subject of copyright;
2. **copyright** - means author's property rights consisting in the exclusive right to use and dispose of the work in all fields of exploitation and to remuneration for the use of the work;
3. **related rights –** the rights specified in chapter 11 of the law of 4 February 1994 on copyright and related rights (Journal of Laws of 2019 item 1231, as amended);
4. **non-commercial use** – means use not aimed at obtaining any financial remuneration;
5. **repository –** an IT tool for depositing, storing and sharing works in such a way that everyone can access them at a place and time of their choice.

# § 2

**(SUBJECT MATTER OF THE AGREEMENT)**

The subject of this agreement is granting by the Licensor of a license for the use by the Licensee of the work and any derivative work in the fields of exploitation referred to in § 4, upon signing this License.

# § 3

**(LICENSOR'S STATEMENT)**

Licensor declares that he/she owns the copyright and / or Related Rights to the work within the scope of this agreement. The Licensor declares that the use of the work by the Licensee will not infringe the rights of third parties.

# § 4

**(FIELDS OF EXPLOITATION)**

Licensor grants the Licensee with the permission to use the work and the dependent work in the following fields of operation:

1. use of a work and a derivative work in printed form, consisting in storing copies of the work and the derivative work, making them available in such a way that everyone has access to them at a place and time chosen by the Licensee, including in particular in the Licensee's library collections and in the framework of inter-library borrowing;
2. entering the work and the derivative work, as well as its parts into the memory of generally available IT platforms selected by the Licensee, including in particular the Repository of the Medical University of Bialystok (Local PPM Repository) and the Polish Medical Platform Repository and distributing it through above mentioned platforms;
3. digital reproduction of a work and a derivative work;
4. making the work and the derivative work available in electronic form via the IT terminals located on the premises of the Medical University of Bialystok in such a way that everyone has access to them at the time chosen by the Licensee;
5. share and distribute the work and the derivative work on the internet to all without restrictions.

# § 5

**(NATURE OF THE LICENCE)**

This license is royalty-free, non-exclusive, unlimited in time and geographically unlimited.

# § 6

**(DURATION OF THE AGREEMENT)**

1. This agreement is concluded for the duration of the copyright ownership of the work.
2. The Licensor undertakes not to terminate the contract in application of the relevant provisions of the law of 4 February 1994 on copyright and related rights (Journal of Laws of 2019 item 1231, as amended).

# § 7

**(WORK FORMAT**)

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

# § 8

**(LICENSOR'S OBLIGATIONS)**

1. The Licensor permits the Licensee to use and dispose of all elaborations of the work(s) free of charge.
2. The Licensor waives the mediation of the collective management organization of intellectual property rights.

# § 9

**(LICENSEE'S OBLIGATIONS)**

1. The Licensee undertakes to indicate:
2. data identifying the creator of the work, in particular for marking the work with the name of its creator and/or\* (select appropriate) other persons designated by the licensor who participated in the creation of the work;
3. information identifying the holder of copyright or related rights of the work.
4. The Licensee undertakes to mark the modifications made to the work if they have been made by him.
5. Where the Licensee distributes a derivative work in to which he/she owns the copyright, the Licensee shall be obliged to:
6. making it available under the terms and conditions of this License;
7. highlight the text of the licensing agreement applicable to the work and derivative work. This sharing may be made in an appropriate way, depending on the format, context, and manner in which Licensee shares the derivative work;
8. do not impose any additional restrictions or conditions on the use of the derivative work that would limit the ability to use the derivative work in a wider way than that resulting from this License.
9. Licensee is obliged to use the work and derivative works only for non-commercial use.

# § 10

**(SUBLICENCES)**

Licensor grants Licensee the authority and authorizes Licensee to grant further sublicences only under the terms of the Creative Commons BY-NC-SA public license (Attribution of Authorship – Under the same conditions – Non-commercial use) which constitutes the Appendix to this agreement.

# § 11

**(FINAL PROVISIONS)**

1. In matters not governed by this agreement, the provisions of the act of 4 February 1994 on copyright and related rights shall apply (Journal of Laws of 2019 item 1231, as amended).
2. Any amendments to this agreement shall be made in writing under pain of nullity.
3. Disputes arising out of the implementation of this agreement, after the possibility of an amicable settlement has been exhausted, will be settled by the court competent for the premises of Licensee.
4. The agreement has been concluded in two identical copies, one for the Licensee and one for the Licensor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *Licensee Licensor*