**LICENSING AGREEMENT (EXCLUSIVE LICENCE)**

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**

hereinafter referred to separately as "**Party"** or collectively as "**Parties"**

hereinafter referred to as "**Agreement"**

# § 1

**(DEFINITIONS)**

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

1. Polish Medical Platform Project Partners (PPM Project Partners) - mean collectively all Polish Medical Platform Project Partners (PPM Project Partners), i.e.: Medical University of Piastów Śląskich in Wrocław, Medical University of Bialystok, Medical University of Gdansk, Silesian Medical University in Katowice, Medical University of Lublin, Pomeranian Medical University in Szczecin, Medical University of Warsaw, Jerzy Nofer Institute of Occupational Medicine in Łódź;
2. 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;
3. copyright – means property copyrights 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;
4. 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).
5. publication – a published work that has been reproduced with the author's permission and whose copies have been made available to the public, or a distributed work made available to the public in such a way that anyone can access it at a time and place of their own choosing. Publications are in particular: publications in scientific journals, publications in peer-reviewed conference proceedings, scientific monographs, chapters in scientific monographs, doctoral dissertations, dissertations.
6. Polish Medical Platform Repository (PPM Repository) - an IT tool used for making available to the public the scientific output of PPM Partners deposited and stored in local repositories;
7. PPM Local Repository (Repository of the Medical University of Bialystok) – an IT tool used for depositing, storing and sharing the scientific work of a PPM Project Partner in such a way that everyone can access it at a place and time of their choice under the terms of the Creative Commons open license;
8. law - means the law on copyright and related rights of 4 February 1994 (Journal of Laws of 2019 item 1231, as amended).

# § 2

**(\*SUBJECT MATTER OF THE AGREEMENT)**

Licensor grants Licensee a royalty-free, exclusive, indefinite, and territorially unlimited license to use: (*title and/or short description of the work) ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………*, including co-authored works and a part of the work of independent significance, such as publications and scientific works, even if they are in unfinished form, including unpublished or authorized by the publisher's policy, hereinafter collectively referred to as: works, separately: work, under the terms and fields of use specified in the agreement.

# § 3

**(PARTIES' STATEMENTS)**

Licensor declares that:

1. he/she is entitled to copyright and related rights in the work to the extent covered by this agreement. The Licensor declares that the use of the work by the Licensee will not infringe the rights of third parties;
2. the work was made by him/her personally and is not an elaboration, alteration or adaptation of someone else's work, and in the case of a co-authored work, he/she has the consent of all co-authors to exercise the copyright to the entire co-authored work, in particular to conclude and execute this agreement;
3. he/she has not yet granted a third party a license to use the work.

# § 4

**(SCOPE OF THE LICENCE)**

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

1. fixation and reproduction by any technique, in any chosen form, in any number of copies, in particular by photographic, printing, reprographic, magnetic recording, digital recording on any media, regardless of the standard, system and file format accepted in the trade, as well as dissemination of reproduced copies of the media of the work;
2. placing on the market, lending free of charge of a work or renting of the original or copies of both the whole and freely selected fragments, including combining fragments of various freely selected works forming a single whole, as well as use in all kinds of presentations, press conferences, events of any type, mailing – including the commercialization of works on the market;
3. inserting into memory any number of computers or other devices with electronic memory (e.g. memory cards, RAM, FLASH) – including mobile devices (e.g. tablet, smartphone) and devices using the so-called. virtual memory or shared memory resources (so-called cloud computing);
4. public performance, exhibition, display, reproduction and broadcasting and reissue, as well as making available to the public, i.e. making available in such a way that everyone can access it at a place and time of their choice, including in open journals and scientific books;
5. entering, depositing and sharing to the Internet and other computer networks – including Intranets,. The Local PPM Repository, as well as to present these works and research data in the PPM Repository;
6. marking in the Local PPM Repository of the work with the information that anyone can use the work under the Creative Commons license chosen by the Licensee;
7. introduction and sharing in telecommunication and information networks and other forms of transmission of information and communication data (e.g. in the form of SMS, MMS, EMS, IVR, WAP, VPN),
8. dissemination in periodical and non-periodical publications, including those not forming a closed whole, whether or not bearing a fixed title or an accepted name, including in journals, periodicals and periodicals, various kinds of agency services, fixed transmissions, public and private bulletins, radio and television station programs, film chronicles;
9. dissemination and making available in publicly available so-called works banks, including photo banks – available on the Internet;
10. dissemination using on-demand technologies 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 fragments with other works, including those that were not created as a result of the Licensee's actions – which form a homogeneous elaboration of the subject matter of the agreement;
12. broadcasting by means of wired or wireless vision and audio, by satellite and other forms of general broadcasting or by making a work available to the public via mobile television, in any technology;
13. co-author's collective publication, including in the form of a book, album, catalogue, lexicon, calendar, in multimedia publications, in audiovisual works, independently or in editions with works of other authors (the so-calle collective works);
14. use in other works in a form not constituting an elaboration, including audiovisual or multimedia works, to the extent indicated above.

# § 5

**(SUBLICENCES)**

* + 1. The License includes the right to grant a further license to use the work.
		2. Sublicensing by Licensee does not require the prior consent of Licensor.

# § 6

**(PERMISSION – DEPENDENT COPYRIGHTS)**

1. The Licensor transfers to the Licensee the exclusive right to authorize the performance of the dependent work to an unlimited extent, and in particular in the fields of exploitation listed in §4.
2. If the database is also an element of the Work, the authorisation referred to in para. 1 above, also includes the preparation of its elaboration.

# § 7

**(CLAIMS)**

1. The Licensee is entitled to pursue claims for infringement of copyright regarding the scope for which the license has been granted.
2. If third parties make claims against the Licensee for infringement of their copyrights - as a result of the Licensee's use of the work to the extent specified in this agreement - the Licensee shall immediately notify the Licensor of this fact.
3. The Licensee is obliged to cooperate with the Licensor to the extent necessary for the protection of copyright.

# § 8

**(CORRESPONDENCE)**

1. The Parties agree to conduct correspondence by e-mail at the addresses indicated below:
2. Licensor: email:.........................…
3. Licensee: email: ...........................
4. The date of receipt of the correspondence shall be deemed to be the date of transmission of the correspondence by email if the content of the correspondence is immediately confirmed by the same means.
5. Traditional postal correspondence should be sent to the addresses of the Parties indicated in the agreement's presentation of the parties.
6. The Parties are obliged to inform each other about the change of address for correspondence – otherwise, parcels to the addresses indicated in the agreement's presentation of the parties will be considered effectively delivered.

# § 9

**(FINAL PROVISIONS)**

1. In matters not governed by this agreement, the provisions of the law on copyright and related rights and the civil code shall apply.
2. Any amendments to this agreement shall be made in writing under pain of nullity.
3. Possible 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 was drawn up in identical copies, one for each of the parties.

Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_