**AGREEMENT ON THE FREE TRANSFER OF PROPERTY RIGHTS**

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 **Acquirer**

and

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

(name, surname, address of residence)

hereinafter referred to as **Author/Creator**

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

# § 1

**(DEFINITIONS)**

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

1. **Polish Medical Platform Project Partner (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 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;
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/Creator'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. **act** - 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)**

1. The Author/Creator, upon signature of the transfer protocol referred to in § 4 para. 1, transfers to the Acquirer free of charge the entire author's property rights to –

(*title and/or short description of the work)*

*………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………*, including 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, and separately as: a work.

1. The Author/Creator declares that the works subject to this agreement do not infringe the property rights or personal third parties and are independent and original works within the meaning of the provisions of the act.
2. The Author/Creator declares that there are no restrictions that would prevent him from transferring author's property rights in the scope described by the agreement to the Acquirer.
3. The Author/Creator declares that the author's property rights covered by the agreement are not subject to lien or other rights in favour of third parties and are transferred to the Acquirer without any restrictions.
4. The Acquirer, upon the transfer of the property copyrights to the works, will be able to use them in whole or in part in the following fields of use:
5. 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;
6. 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;
7. carrying out the process of commercialisation of the work(s) on the Polish market in the light of the act of 20 July 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. 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*);
9. 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;
10. upload, deposit and share to the Internet and other computer networks – including Intranets, Local PPM Repositories, as well as to present Works in the PPM Repository;
11. 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 Acquirer;
12. 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);
13. 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;
14. dissemination and making available in publicly available so-called works banks, including photo banks – available on the Internet;
15. 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;
16. 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;
17. 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;
18. co-author's collective publication, including in the form of a book, album, catalogue, lexicon, calendar, in multimedia publications, in audio-visual works, independently or in editions with works of other authors (the so-called collective works);
19. use in other works in a form not constituting an elaboration, including audio-visual or multimedia works, to the extent indicated above;
20. elaboration, processing, making changes, corrections and modifications of the work;
21. permission to create studies, alterations and modifications of the work, the right to dispose of studies, alterations and adaptations of the work and the right to make them available for use, including licensing to third parties, in all the above fields of operation.
22. The Author/Creator transfers to the Acquirer 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 para. 5.
23. The transfer of Copyrights is not limited in terms of the purpose of dissemination of the works, nor in terms of time and territory, and these rights may be transferred by the Acquirer to other entities without any restrictions.
24. The Author**/**Creator declares and guarantees that he/she will not exercise his/her personal right in a way that restricts the Acquirer in exercising the rights to the work.
25. By entering into this agreement, the Author/Creator hereby waives the mediation of the collective management organization of intellectual property rights.

# § 3

**(AUTHOR'S/CREATOR'S ASSURANCE)**

1. The Author/Creator declares that the regulation of works does not infringe industrial and intellectual property rights, in particular: patent rights, copyright and trademark rights and industrial designs.
2. If, upon receipt of the work, it becomes apparent that the work is defective or there are other circumstances preventing the use of the work and the rights of the Acquirer, the Author/Creator, within the period specified by the Acquirer, shall be obliged to provide another version of the work free from defects, meeting the requirements set forth in this agreement and to compensate the damages arising from this on the part of the Acquirer.
3. In the event that third parties submit any claims against the Acquirer in connection with its use of copyright in the works, in particular claims related to infringement of any intellectual property right, the Acquirer shall inform the Author/Creator of the submission of claims, and the Author/Creator undertakes to release the Acquirer from liability to third parties, in particular by:
4. taking steps to resolve the dispute and incurring any costs associated with it, entering into pending proceedings and in the absence of such a possibility, incidental intervention on the part of the Acquirer;
5. payment to a third party of sums ordered by a final judgment of a court or awarded on the basis of another final judgment or an irrevocable decision of the relevant authorities, including payment of costs ordered from the acquirer to a third party for the costs of a trial or other proceeding, including court costs and costs of procedural substitution before judicial authorities,
and in the case of payment of these amounts by the Acquirer or their enforcement from the Acquirer by a third party – return to the Acquirer of the amount together with the costs of targeted execution, and, in addition, return to the Acquirer also the costs of legal advice paid by it, which it used in connection with the appearance of a third party, which were not covered by the reimbursement of the costs of legal representation ordered to the Acquirer from the third party.

# § 4

**(TRANSFER OF THE WORK PROTOCOL)**

1. The transfer of the works shall be confirmed by a transfer protocol, the template of which constitutes the Appendix to this agreement.
2. Upon transfer of the works, the Acquirer acquires ownership of the media on which the works were recorded.
3. The Author/Creator declares that he/she has all legally required permission to use the image of persons appearing in the works on the fields of exploitation specified in § 2 para. 5 of the agreement.

# § 5

**(CORRESPONDENCE)**

1. The Parties agree to conduct correspondence by e-mail at the addresses indicated below:
2. Author/Creator: email:……………………;
3. Acquirer: 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.

# § 6

**(FINAL PROVISIONS)**

1. For valid reasons, the Acquirer may release themselves from its obligations and responsibilities by transferring back to the Author/Creator the entire rights acquired under this agreement free of charge.
2. In matters not regulated by this agreement, the provisions of the act and the civil code shall apply.
3. Any amendments to this agreement shall be made in writing under pain of nullity.
4. 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.
5. The agreement was drawn up in identical copies, one for each of the parties.

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 *Author/Creator Acquirer*