**LICENSING AGREEMENT**

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

granted by the Rector of the Medical University of Bialystok

hereinafter referred to as **Licensee**

and

(name, surname, address of residence)

hereinafter referred to as the **Licensor** (Author)

# § 1

1. The Licensor (Author) declares that he / she has the copyright and related rights to the work/doctoral dissertation\* (\*delete as appropriate), hereinafter referred to as the work titled:
2. The Licensor declares that the use of the work by the licensee will not infringe the rights of third parties.

# § 2

1. The Licensor (Author) grants the Licensee a non-exclusive royalty-free, unlimited in time and geographically license to use the work in print, to store and make available in the Main Library of the Medical University of Bialystok and as part of interlibrary borrowings.
2. The Licensor (Author) grants the Licensee a non-exclusive royalty-free, unlimited in time and geographically license to use the work in the following fields of exploitation:
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4. making available a summary of the work on the platforms selected by the Medical University of Bialystok, including the Repository of the Medical University of Bialystok (PPM Local Repository) under the CC-BY license (free non-exclusive license), the records of which are included in the Appendix to this agreement, in such a way that everyone has access to them at the place and time chosen by the Licensee,
5. making the full text of the work available on platforms selected by the Medical University of Bialystok, including the Repository of the Medical University of Bialystok (PPM Local Repository), in such a way that everyone has access to them at the time and place chosen by the Licensee\*

in the absence of the Licensor's consent to make the full text of the work available in accordance with the provisions of § 2 para. 2 point c the Licensor agrees to make the work available in the repository of the Medical University of Bialystok (PPM Local Repository) exclusively in the University network.

(\* delete as appropriate)

1. The Medical University of Bialystok has no financial obligations towards the Licensor (Author) for the use of the work, in particular for library and archival purposes.

# § 3

1. The license is granted for an indefinite period and lasts from the date of signing this agreement.
2. Either party may terminate the agreement with a three-month notice period without giving reasons.
3. From the date of signing this agreement, the transferred copies of the work remain the property of the Licensee.

# § 4

The Licensor acknowledges that the Medical University of Bialystok and the Main Library of the Medical University of Bialystok operating within its structures have the right to make the full work available for research or cognitive purposes via the terminals of the IT system (terminals) located on the premises of the local unit pursuant to Art. 28 para. 1 point 3 of the law of 4 February 1994 on copyright and related rights shall apply (Journal of Laws of 2019 item 1231, as amended), also in the event of termination of this licensing agreement.

# § 5

Licensor agrees to change the format of the document in which the original work was recorded, without changing its content, to the extent justified by the use of the work under this license.

# § 6

Any amendments to this agreement shall be made in writing in the form of an annex, under pain of nullity.

# § 7

In matters not governed by this agreement, the provisions of the law on copyright and related rights and the civil code shall apply.

# § 8

Any disputes arising out of this agreement will be settled by the courts competent for Licensee's premises.

# § 9

The agreement was drawn up in identical copies, one for each of the parties.

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

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