

## LICENCE AGREEMENT

concluded on ..... in Warsaw, hereinafter referred to as the “**Agreement**”, by and between:

**The Royal Castle in Warsaw – Museum. The Residence of the Kings and the Republic of Poland** with its registered office in Warsaw (00-277) at Plac Zamkowy 4, entered into the Register of Cultural Institutions kept by the Minister of Culture and National Heritage, under the RIK number 19/92, NIP 526-000-13-12, REGON 000860582, hereinafter referred to as the **Licensee**, represented by Ziemowit Koźmiński - Deputy Director for Museum and Programme Affairs, and

**Mr .....**, residing at: ....., holding ..... Passport ....., hereinafter referred to as the **Licensor**,

The Agreement is performed in accordance with the budget of the Specific Task No. .... - ..... - Publishing costs (royalties, translations, purchase of photos, scientific reviews, scientific editing, editing, proofreading, typesetting)

The Agreement is governed neither by the Law on Public Procurement of 11 September 2019 in accordance with Article 2 clause 1 item 1 of the aforementioned Law, nor the regulations for awarding contracts with the value up to EUR 30,000, in accordance with § 2 clause a) of the aforementioned regulations.

### § 1

1. The Licensor hereby represents that:
  - a. he is the author of a text in English entitled ..... (including the Abstract);
  - b. he is the exclusive owner of any and all moral and economic rights to the text and that he is exclusively entitled to dispose of the author’s economic rights to the text including the right to exercise and authorize the exercise of derivative copyrights;
  - c. the text is free from legal defects and is not encumbered with any third party rights;
  - d. the text is fully original and does not contain any borrowings from other works that could give rise to liability on the part of the Licensee in this respect;
  - e. the text has not been published before.
2. Together with the text, the Licensor shall provide the Licensee with illustrations to the text. The Licensor declares that he has obtained the right to publish the illustrations to the text provided by him. The publication of copyright-protected illustrations shall be permitted provided that the Licensee has previously obtained the written consent of the copyright owner, and that the consent of the copyright owner must cover at least the fields of exploitation specified in § 2.
3. The Licensee declares to be familiar with the text, to know its form and properties and expresses its will to purchase the licence.
4. The Licensor undertakes to satisfy, at his own cost and expense, any and all justified third party claims for infringement of third party rights arising from discrepancies of the representations included in sections 1 and 2 hereof, and should those claims be satisfied by the Licensee or should they be adjudicated against the Licensee – to be refunded in recourse, at the Licensee’s request,

regarding all of the covered claims as well as all related expenditures, including costs of judicial, arbitration, administration or arrangement proceedings. Furthermore, the Licensor undertakes to accede, at his own cost and expense, at the request of the Licensee or a competent authority, to any judicial or extrajudicial proceedings pending, involving the Licensee and arising from the circumstances provided under the previous sentence.

## **§ 2**

1. The Licensor shall grant to the Licensee a royalty-free and non-exclusive licence for the use of the text for the publication thereof in the scientific journal titled "Kronika Zamkowa. Roczniki / The Castle Chronicles. Annals" No. ...., issued by the Royal Castle in Warsaw – Museum, and hereby authorizes the exercise of derivative copyright to the work, including by third parties, i.e. grants its consent to, inter alia, the editing and content-related processing of the work (review and editorial corrections made in accordance with the Licensee's editorial requirements). In the scope of the granted licence and consent, the Licensor shall have the right to:
  - enter the text into the Licensee's computer network;
  - record and reproduce the text in any number of copies (including in translation into other languages - refers to the abstract) in techniques known at the time of the conclusion of this Agreement; in particular: printing in any form, digital technique, reprographic technique, magnetic recording, recording on a photographic film;
  - marketing the text copies;
  - making the work available to the public in such a way that anyone may access it at a place and time of their choosing, in particular sharing it using IT networks, including computer networks (the Internet, local networks), telephone networks and other networks known at the time of the conclusion of this Agreement;
  - open access-based publishing under Creative Commons CC-BY 3.0, in particular on the Licensor's public websites and Scopus-type databases.
2. The licence shall be unlimited as to time and territory.
3. The licence and the consent shall be granted upon signature of the Agreement.

## **§ 3**

Tatiana Hardej (e-mail address: thardej@zamek-krolewski.pl) is responsible for the proper performance of the provisions of the Agreement by the Licensee.

## **§ 4**

The Licensor shall receive for his own needs 1 (one) free copy of the scientific journal titled "Kronika Zamkowa. Roczniki / The Castle Chronicles. Annals" ....., in which the text shall be published.

## **§ 5**

1. Any amendments to the Agreement shall be made solely in writing, otherwise being null and void.
2. Any disputes arising out of this Agreement shall be settled by common courts having jurisdiction over the Licensee's registered office.
3. Any matters not covered by this Agreement shall be governed by the provisions of Polish laws.
4. This Agreement has been drawn up in four copies: two in Polish and two in English, both of which are equally valid. Each Party shall receive one copy of the Agreement in each language version. Should there be any discrepancies in the interpretation of the Agreement, the Polish language version shall prevail.

LICENSOR

LICENSEE

A preliminary check was performed pursuant to art. 54 clause 1 item 3 of the Act on Public Finance of 27 August 2009 (Journal of Laws 2017.2077, consolidated text of 2017.11.10).