# PUBLICATION AGREEMENT NUMBER ..... CONCLUDED WITH THE AUTHOR OF THE ORIGINAL WORKS CONCERNING TRANSFER OF COPYRIGHT FREE OF CHARGE INCLUDING COMMITMENT TO OFFER CC-BY-ND LICENSE

concluded on ...... in Cracow between Instytut Języka Polskiego PAN with its legal seat in the city of Kraków (31-120), al. Mickiewicza 31, Poland, holding NIP no. of: 675-00-01-892, hereinafter referred to as the **"Publisher**", represented by .....

### and

Mr./Mrs./Ms. ....., domiciled in ......, hereinafter referred to as the "**Author**".

# Subject of the Agreement

## § 1

The Author declares that he is **the creator of a scientific text** entitled ......within the provisions of the hereinafter agreement referred to as the **Works**.

### .§ 2

1. The Author declares that the Works is an original piece and that the applicable authorship property laws of the Author with regards to the Works are not in any manner limited within the scope encompassed with the provisions of the hereby agreement.

2. The responsibility for any potential claims of any third party rights with regards to the declaration of the Author placed within the provisions of § 2 passage1 of the hereby Agreement remains solely with the Author.

## § 3

- Based upon the provisions of the hereby Agreement the Author transfers free of charge onto the Publisher, throughout the whole period of duration of the protection of authorship property rights, authorship property rights to the Works, with the application of the principle of exclusiveness and in particular the right to:
  - a) recording of the Works along with all applicable rights to the process of reproducing (multiplication) with the application of all known technologies, including printing, polygraph, reprographic, IT, photography, digital, multimedia, audiovisual techniques and technologies as well as with the application of the varieties of the above allowing for the production of the unlimited number of copies;
  - b) introduction and implementation of the copies of multiplied Works with the application of the any desired form, without any limitation with regards to turnover, sales or making available of the Works;
  - c) reprint of the Works in part or in whole within other publications, also in electronic type;
  - d) multiply the Works in whole or in part or partially within IT networks, including within the Internet (repositories as well as digital libraries) as well as in electronic form (ebook, audiobook).

2. The process of exploitation of the Works by the Publisher within the aforementioned fields of exploitation is not subject to any limitation of time, quantity nor territorial character.

3. The Author obliges himself not to infringe any rights applicable for the benefit of the Publisher stemming from the provisions of § 3 of the hereby agreement.

§4

The author transfers the ownership of the copies supplied by the Publisher to the Publisher, free of charge.

## Publisher's commitments

# § 5

1. The Publisher commits to sign a free of charge license agreement with the Author for an indeterminate period (until copyright expires): a Creative Commons - Attribution - No Derivative Works (CC BY-ND).

2. The Sides determine the following listed meaning of the note "copyright" for the works entitled:

"Onomastica", vol. ..., ed. .....

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3. Following the completion and creation of the whole of the works entitled **"Onomastica", vol. ……,** ed. ……, the portion of which is constituted by the Works, the Publisher attributes the works with the applicable ISSN number.

# § 6

1. The Publisher commits to share the Work in a way enabling every person to access it at the place and time of their choosing, with no limitations (including technical limitations or technical means of protection).

2. For the purpose of correctly informing the Authors of the license granted to them, the Publisher commits to place the following information on the journals' websites "Onomastica":

The work [title of Work] (hitherto referred to as "Work") can be used according to the Creative Commons Attribution - No Derivative Works 3.0 (also known as CC-BY-ND), available at

http://creativecommons.org/licenses/by-sa/3.0/, or according to a different-language version of the license, or any later version thereof, published by the Creative Commons organization.

### Author's commitments

## § 7

1. The Author supplies the Works which are executed and completed at the substantial, formal and language level with the application of diligence and at the level required in the process of the publication of such types of Works in book form.

2. The Author supplies onto the hands of the Publisher the Works in the form of a computer printout along with the submission of an electronic version.

3. To the computer printout the Author is obliged to submit, depending on the needs: table of contents, illustrative material (drawing sketches or ketches in electronic form), bibliography, the list of signatures underneath drawings and tables as well as the guidelines with regards to the illustration of the Works.

4. All of the copies of the computer printout of the Works and of the materials submitted onto the hands of the Publisher become the property of the Publisher as of the moment of the Publishing of the Works. In the case of their loss or damage prior the publication, the Publisher encumbers all of the costs of their restoration from the original copies of the Author, nevertheless the Publisher does not encumber any other responsibility, especially subject to the supply onto the hands of the Publisher by the Author of a single copy of the Works.

## § 8

1. The number of the copies of the Works within the particular publications as well as the method of publication and the price of the book remains the sole decision of the Publisher.

2. The Author shall receive authorship copies of the book in accordance with the principles and regulations stipulated within the internal provisions of the Institute.

1. The Publisher reserves the right to implement changes into the provisions of the Works, which stem from the needs of editorial processing.

2. The process of the execution and implementation of changes by the Publisher, which are determined within the provisions of passage 1, after the completion of authorship corrections requires for the obtainment of the prior written permission of the Author.

# § 10

1. The Author is obliged to execute and send back authorship corrections.

2. If he Author denies to execute authorship corrections or should the Author not complete it within the applicable deadline, the Publisher reserves the right to publish and multiply the Works within the form which has been submitted by the Publisher onto the hands of the Author prepared for the needs of the execution of authorship corrections.

3. The Author authorises the Publisher to renew the publication of Works without the need for the execution of authorship corrections.

# **General provisions**

§ 11

All changes and supplementations to the provisions of the hereby agreement require to be formulated in writing under the rigour of invalidity.

In any cases not regulated by the provisions of the hereby Agreement what shall apply are the provisions on authorship law as well as other similar laws plus the provisions of the Polish civil law.

### § 13

1. Any disputes which could arise in connection to the execution of the provisions of the hereby Agreement are to be resolved by the courts applicable for the legal seat of the Publisher.

2. The Sides commit to do everything possible in order to settle a potential dispute amicably.

## § 14

The hereby Agreement has been prepared and concluded in two identical copies – one for the Publisher and one for the Author.

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the Publisher

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the Author

§ 12