

UNPAID NON-EXCLUSIVE LICENSE AGREEMENT (CC-BY-NC-SA)

The agreement was concluded on in Lublin

between:

Medical University of Lublin, Al. Raławickie 1, 20-059 Lublin, Regon 000288716, NIP 712 010 69 11

represented by: Anastazja Śniechowska-Karpińska /PhD/ – ~~Director~~/Deputy Director* of Main Library of Medical University of Lublin, acting pursuant to the power of attorney based on authorization No. DL.012.36.2024 established on 19.09.2024 granted by Rector of Medical University of Lublin, hereinafter referred to as **Licensee** and

.....
(forename, surname, address of living, e-mail address*, phone number*)

* delete as appropriate hereinafter

referred to as **Licensors**

§ 1 (DEFINITIONS)

The parties decide that the expressions used in this agreement shall have the following meanings:

1) **work** – (*title*)

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2) **derivative work** – any elaboration of the work, especially translation, modification, adaptation, arrangement, change, processing or other modification constituting the subject of a copyright;

3) **copyright** – means property copyright standing for exclusive right to use the work and managing it in all the fields of exploitation and to remuneration for using the piece of work;

4) **related rights** – rights specified in chapter 11 of the Act on Copyright and related rights of February 4, 1994 (Journal of Laws of 2018 item 1191 amended);

5) **non-commercial use** – means a use not aimed at obtaining any material remuneration;

6) **repository** – IT tool used to deposit, store and share the work in such a way that everybody could access them at the place and time of their choice.

§ 2 (SUBJECT OF AGREEMENT)

The subject of this agreement concerns the Licensors granting a license to the Licensee for using the work and any derivative works in the fields of exploitation specified in § 4, as of the date of signing this License.

§ 3 (STATEMENT OF LICENSOR)

The Licensor states that he or she is entitled to copyright and/~~or~~* (*select appropriate) related rights to the work in the scope covered by this agreement. The Licensor states that using the work by the Licensee shall not infringe the rights of third parties.

§ 4 (FIELDS OF EXPLOITATION)

The Licensor provides the Licensee with consent for using the work and derivative work in the following field of exploitation:

- 1) using the work and derivative work in a printed version, comprised in storing the counterparts of the work and derivative work, making it available in the place and in time selected by the Licensee, including especially in library collections of the Licensee and within interlibrary loans;
- 2) introducing the work and derivative work, as well as its part into the generally available IT platforms selected by the Licensee, including especially to the Repository of Medical University of Lublin and Repository of Polish Platform of Medical Research as well as distributing it via the above-mentioned platform;
- 3) multiplying the work and derivative work using digital methods;
- 4) making the work and derivative work available in an electronic version by means of IT system terminals located at the Medical University of Lublin in such a way so as everyone had access to them during the time selected by the Licensee;
- 5) making available and dissemination of the work and derivative work on the internet for everyone without limitations.

§ 5 (NATURE OF LICENSE)

This license is of unpaid, non-exclusive nature, not limited by time and not limited geographically.

§ 6 (DURATION OF AGREEMENT)

1. This agreement was concluded for the duration of property copyright to the work.
2. The Licensor is obliged not to terminate the agreement while applying proper provisions of the Act on Copyright and derivative rights as of February 4, 1994 (Journal of Acts as of 2018 item 1191 amended).

§ 7 (FORMAT OF THE WORK)

The Licensor expresses consent for change of the format of the document in which it was initially recorded.

§ 8 (OBLIGATIONS OF LICENSOR)

1. The Licensor allows for unpaid use and administration by the Licensee of all the studies of the work(s).
2. The Licensor renounces the intermediation of collective rights management organizations.

§ 9 (OBLIGATIONS OF LICENSEE)

1. The Licensee is obliged to indicate:

- 1) data identifying the creator of the work, especially in order to label the work using his or her forename and surname and/or* (select proper one) other individuals indicated by the Licensor who participated in the formation of the work;
- 2) information identifying the holder of copyrights or derivative rights to the work.
2. The Licensee is obliged to label the performed modifications of the work if they were performed by him or her.
3. In case in which the Licensee disseminates a derivative work towards which he or she holds copyrights, he or she is obliged to:
 - 1) disseminate it with the application of license terms and conditions corresponding to this License;
 - 2) reveal the content of the license agreement applied to the work and the derivative work. This visualization may be performed in a proper way, depending of the format, context and the way in which the Licensee disseminates the derivative work;
 - 3) not to impose any additional limitations or conditions of using the derivative work which would limit the use of the derivative work in a wider way than the one resulting from the hereby License.
4. The Licensee is obliged to use the work and the derivative works only within a noncommercial use.

§ 10 (SUBLICENCES)

The Licensor submits entitlements to the Licensee and authorizes him or her to grant further sub-licenses only on the conditions of a public license of Creative Commons BY-NC-SA (Recognition of Authorship – On the same terms and conditions – Non-commercial Use) constituting Attachment to this agreement.

§ 11 (PERSONAL DATA PROTECTION)

1. The administrator of personal data of the Licensor is Medical University of Lublin, with its seat at Al. Raławickie 1, 20-059 Lublin.
2. The administrator of personal data appointed a person supervising the regularity of the personal data processing, who may be contacted at: iod@umlub.pl.
3. The administrator processes the following data: forename, surname, phone number, e-mail address, address data (postcode, city, street, house number, apartment number).
4. The administrator processes personal data in order to execute this agreement.
5. The piece of work shall be shared and disseminated within Repository of Medical University of Lublin (PPM Local Repository), Repository of Polish Platform of Medical Research, Internal Digital Library in Lublin, „Database of PhD theses” defended in Medical University of Lublin and „Digital Library of Medical University of Lublin” and on other platforms selected by Medical University of Lublin.
6. The administrator processes personal data for the duration of this agreement and in archive and statistical purposes as well as in order to pursue claims – in situations covered by the provisions of law.
7. The data shall not be subject of sale and making available to external entities, except the cases covered by the provisions of law.
8. The data shall be available to authorized individuals obliged to protect and secure it, as well as to entities with which the University concludes a proper agreement, for example, concerning the provision of services within IT.

9. The person who the data concern is entitled to access to his/her data, to correct it, erase or limit the processing in cases covered by the provisions of law as well as a right of objections concerning data processing, is also entitled to submit complaint to a supervisory authority.
10. The data shall not be used for any other purpose and no automated decisions shall be made on its basis.
11. Provision of personal data is voluntary however necessary in order to implement the agreement.

§ 12 (FINAL PROVISIONS)

1. In matters not regulated by the hereby agreement there apply provisions of the Act on Copyright and related rights of February 4, 1994 (Journal of Laws of 2018 item 1191 amended).
2. Any amendments to the agreement require a written form, otherwise being null and void.
3. After prior exhaustion of the possibility of amicable termination, disputes, which may result while implementing this agreement, shall be settled by a court proper for the seat of the Licensee.
4. The agreement was drawn up in two identical counterparts, one for Licensee and Licensor.

Licensee

Licensor