

**License agreement  
with the right to grant a CC-BY 4.0 sub-licence**

concluded in Warsaw, on \_\_\_\_\_

between

[•]

domiciled at [•]

PESEL No [•]

hereinafter referred to as the **Author**

a

Institute of Economic Sciences of the Polish Academy of Sciences based at ul. Nowy Świat 72, 00-330 Warsaw, NIP 5250008991. REGON 000874638  
and

Polish Economic Society based at ul. Nowy Świat 49, 00-042 Warsaw KRS no. 99464,  
NIP no. 5260300196

hereinafter referred to collectively as the **Purchaser**

represented by [•]

**§ 1**

**[Author's statements]**

The author hereby declares that:

1. he holds personal and economic copyright in the work entitled [\_\_\_\_\_] , hereinafter referred to as the **Work**, and that they are not limited in scope by this Agreement;
2. The Work does not and will not infringe on the property and personal rights of copyrights and personal rights of third parties;
3. The Work has not been previously published or, if it has already been published, the Author declares that he has the necessary rights to allow republication in accordance with this agreement. The Purchaser is entitled to seek proof of such a fact.

**§ 2**

**[Licence and sub-licence]**

1. The Author transfers the Work free of charge to the Purchaser for publication in the "Ekonomista" magazine (hereinafter referred to as the **Magazine**), published in traditional and electronic form, and grants the Purchaser a non-exclusive and royalty-free licence to use the Work without territorial limitation and for an indefinite period of time in the following fields of exploitation:
  - a. production of copies of the Work by a specified technique, including printing, reprography, magnetic recording and digital technique, including production of digital recordings of the Work;
  - b. public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting or making the Work available to the in a manner allowing anyone to access them from a time and place of

- their own choosing, including publication in a Periodical published in print, electronic and digital technology;
- c. multiplication in print, electronic and digital technology, reproduction, distribution, publicity and storage of the work within the Magazine, without limitation as to territory of distribution, time or number of copies;
  - d. to market copies on which the Work has been fixed and to derive pecuniary benefits for the Purchaser from the sale of the Work within the context of a magazine published by the Purchaser.
2. Furthermore, the Author grants the Purchaser, free of charge, the right to use and dispose of the development of the Work and transfers the right to authorise the use and disposal of the development of the Work to the Purchaser free of charge.
  3. The Author waives the intermediation of the collecting societies in the conclusion and execution of this Agreement.
  4. The Author transfers the ownership of the copies of the Work delivered to the Purchaser free of charge.
  5. The Author permits the Purchaser to upload the metadata of the Work and the Work itself to commercial and non-commercial journal indexing databases.
  6. The Author agrees that the Work may be made available by the Purchaser free of charge under a licence with provisions based on the model licence CC-BY 4.0 ("Attribution 4.0 International") or another language version of this licence or any later version of this licence published by the Creative Commons organisation.  
As at the date of signing of this agreement, the content of the licence is available at: <https://creativecommons.org/licenses/by/4.0/legalcode.pl>.

### **§ 3**

#### **[Additional provisions]**

The Author declares with regard to the execution of this agreement:

1. The Purchaser, beyond the publication in the traditional or electronic version of the Magazine, shall be entitled to publish the Work or parts thereof on the website of the Magazine, without prejudice to the provisions of the sub-licences referred to in § 2 (6).
2. The Purchaser shall be entitled to grant further licences (sub-licences) to third parties for the Work and any other material, including derivative works or compilations containing or based on the Work, whereby the provisions of such sub-licences shall be deemed the very same as the model licence referred to in § 2 section 6.
3. The Purchaser is entitled to distribute the works in a manner allowing anyone to access them from a time and place of their own choosing without technical restrictions.
4. The Purchaser is entitled to perform modifications to the Work, which are necessary for the publishing process and result from technical and editorial aspects, and for this purpose is not obliged to obtain the consent of the Author.
5. The Purchaser is entitled to publish the Work in the Magazine for commercial purposes, i.e. in connection with the sale of the Magazine against payment.
6. For the avoidance of doubt, the Parties agree that the Purchaser is not obliged to publish the Work and is entitled to determine the time and form of such publication.

**§ 4**

**[Third party claims]**

1. In consideration of the declarations referred to in § 1 above, the Author shall be exclusively and fully responsible to the Purchaser for the potential infringement of the rights of third parties caused by the incorporation of content or illustrations in the Work, to which those parties are entitled.
2. If a third party files a legitimate claim against the Purchaser for infringement of his rights, including copyright, in relation to the Work, the Author is obliged to satisfy the claim in full immediately, in particular if the claim is awarded against the Purchaser or recognised in a settlement, and to pay all legal costs incurred by the Purchaser.

**§ 5**

**[Duration].**

1. The licence referred to in § 2 above is granted for an indefinite period of time.
2. Either Party may terminate this Agreement at one year's notice.
3. In the event of termination of the licence, the Purchaser shall remove the Work exclusively from the website of the Magazine after a one-year notice period. However, the termination shall not affect any releases and sub-licences made up to that time, which shall remain in force despite the termination of this agreement.

**§ 6**

**[Final provisions]**

1. Any changes or additions to this agreement shall be null and void unless made in writing.
2. In matters not regulated by this agreement, the provisions of the Civil Code and the Act on Copyright and Related Rights shall apply.
3. The agreement is drawn up in two counterparts, one for each party.
4. Any disputes arising from the performance of the agreement will be settled before the court with jurisdiction in the area where the Purchaser has its registered office.

Author:

On behalf of the Purchaser:

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