

**Agreement
on granting a royalty-free licence to works
with a commitment to grant a CC sub-licence**

concluded on, by and between:

The John Paul II Catholic University of Lublin, Al. Raclawickie 14, 20-950 Lublin, represented by

Hab. PhD Edyta Kociubińska, Editor-in-Chief of *Quêtes littéraires*, hereafter referred to as the "**Licensee**"

and

The Author, residing at

Personal Identity Number

hereafter referred to as the "**Licensor**"

Article 1

The purpose of this Agreement is for the Licensor to grant the Licensee a non-exclusive licence to use the work entitled

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in the fields of exploitation listed in Article 3.

Article 2

1. The Licensor represents and warrants that he/she is the Author of the work – within the meaning of the copyright act of February 4th, 1994, i.e. Copyright and Related Rights Act – to the contributed work.
2. The Licensor represents and warrants that:
 - a) he/she holds the exclusive and unlimited copyright (moral and economic) in the work indicated in Article 1, and hereafter referred to as the Work;
 - b) he/she can manage copyrights in the Work to the extent necessary to conclude and perform this Agreement;
 - c) his/her economic rights in the Work have not been seized in the meaning of the provisions on enforcement proceedings;
 - d) he/she is the sole Author of the Work;
 - e) the Work is not a derivative version, alteration or adaptation of someone else's work.

Article 3

1. The Licensor hereby grants the Licensee a non-exclusive and royalty-free licence to use the Work without any temporal and/or territorial limitations in the following fields of exploitation:
 - a) making copies of the Work with the use of specific technology, including printing, reprography, magnetic storage and digital technology (digitisation);
 - b) marketing, lending for use or renting the Work or its copies;

- c) public performance, display, projection, reproduction, broadcast and rebroadcast, as well as in giving public access to the Work in such a way that anyone can access it at a place and time of their choice;
 - d) incorporation of the Work into a collective work;
 - e) inclusion of an electronic copy of the Work in electronic databases or publication of an electronic copy of the Work on the Internet, Intranet, Extranet or any other network;
 - f) dissemination of an electronic copy of the Work on the Internet, Intranet, Extranet or any other network, in either collective or individual work;
 - g) giving access to an electronic copy of the Work in such a way that anyone can access it at a place and time of their choice, especially via the Internet, Intranet, Extranet or any other network;
 - h) giving access to the Work in accordance with the licence template **Creative Commons License 4.0 (CC-BY)** or any other language version of this licence or any other licence subsequently published by the Creative Commons organisation.
2. The Licensor grants the Licensee the right to the royalty-free use and management of the rights to adapt the Work and to the thus created adaptations.
3. The Licensor grants the Licensee the right to send the metadata of the Work and the Work itself to commercial and non-commercial journal indexing databases.
4. The Licensor represents and warrants that on the basis of the licence granted in this Agreement, the Licensee is authorised and obliged to:
 - a) grant further licences (sub-licences) to the Work and other materials, including derivative works and adaptations which incorporate the Work or are based on it, to third parties, provided that the provisions of such sub-licences are identical with the licence template **Creative Commons License 4.0 (CC-BY)** or any other language version of this licence or any other licence subsequently published by the Creative Commons organisation;
 - b) give access to the Work in such a way that anyone can access it at a place and time of their choice without any technical limitations;
 - c) inform in a clear manner the persons to whom the access shall be granted about the sub-licences in question in a way which allows the addressees to get acquainted with them.

Detailed information concerning the Creative Commons licence can be obtained at <https://creativecommons.org/>.

Article 4

1. Granting the licence, the Licensor agrees to the corrections and editorial modifications introduced into the text of the contributed Work by the Licensee. The introduction of major editorial modifications into the Work, which would be considered to constitute substantive, stylistic or structural inference in the text of the Work and would influence its cohesion and reception, necessitates obtaining permission from the Licensor.
2. The Licensor gives his/her consent to the processing of the contributed Work by means of illustrating and editing it in a manner appropriate for its technical and aesthetic form of publication. The form is to be stipulated exclusively by the Licensee.

Article 5

1. The Licensor represents and warrants that the Work which is the subject of this Agreement is not encumbered with third party('s) rights or claims.
2. Should any claims be lodged against the Licensee by any third party for infringement - stemming from the use of the Work by the Licensee in the manner stipulated in this Agreement - on their copyright, the Licensee shall immediately notify the Licensor of this fact, who hereby undertakes to handle the aforementioned claims.
3. The Licensor shall immediately notify the Licensee of any claims lodged against the Licensor for infringement on intellectual property rights to the Work, including the economic copyright.

Article 6

1. All the amendments or additions to the Agreement shall be made in writing in the form of an annex to the Agreement, or otherwise shall be null and void.
2. To all matters not stipulated for herein, the provisions of the Civil Code and the provisions of the Copyright and Related Rights Act shall apply.
3. The Parties to the Agreement represent and warrant that all disputes and doubts arising out of or in connection with the Agreement shall be resolved amicably, by means of direct negotiations; should the Parties fail to resolve the issue in this manner, any disputes arising in connection with this Agreement, or related hereto, shall be settled by a common court having jurisdiction over the registered office of the Licensee.
4. The Agreement has been drawn up in two counterparts, one for each of the Parties.

The Licensee

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(date and signature)

The Licensor

.....
(date and signature)