

FREE NON-EXCLUSIVE LICENCE AGREEMENT

(CC-BY-NC)

concluded on in Gdańsk by and between:

Gdański Uniwersytet Medyczny (Medical University of Gdańsk), ul. Marii Skłodowskiej-Curie 3a, 80-210 Gdańsk, represented by the Director of the Main Library –, acting on the basis of a power of attorney granted by the Rector of the Medical University of Gdańsk, hereinafter referred to as the **Licensee**

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.....
(full name, address of residence, e-mail*, phone*)

**delete as appropriate*

hereinafter referred to as the **Licensor**.

Article 1

(DEFINITIONS)

The Parties agree that the terms used herein shall have the following meanings:

1) **work** – *(title)*

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2) **derivative work** – any compilation of the work, in particular translation, alteration, adaptation, arrangement, change, processing or other modification being the subject of copyright;

3) **copyrights** – copyrights consisting in the exclusive right to use and dispose of the work in all fields of exploitation and the right to remuneration for the use of the work;

4) **related rights** – rights specified in Chapter 11 of the Act of 4 February 1994 on Copyright and Related Rights (complete text: Journal of Laws of 2019, item 1231, as amended);

5) **non-commercial use** – use not aimed at obtaining any financial remuneration;

6) **repository** – an IT tool for depositing, storing and making the works available in such a way that everyone can access it at a place and time of their choice.

Article 2

(SUBJECT MATTER OF THE AGREEMENT)

The subject matter of this agreement is the granting by the Licensor of a licence to the Licensee to use the work and any derivative works in the fields of exploitation specified in Article 4 upon signing this Licence.

Article 3
(REPRESENTATION OF THE LICENSOR)

The Licensor represents that it holds copyrights and/or* (**select as appropriate*) related rights to the work in the scope covered by this agreement. The Licensor represents that the use of the work by the Licensee shall not violate any rights of third parties.

Article 4
(FIELDS OF EXPLOITATION)

The Licensor grants the Licensee consent to use the work and the derivative work in the following fields of exploitation:

- 1) use of the work and the derivative work in printed form, consisting of storing copies of the work and the derivative work, making them available in such a way that anyone can access them from a place and at a time individually chosen by the Licensee, including, in particular, in the library collections of the Licensee and as part of inter-library loans;
- 2) uploading the work and the derivative work, as well as parts thereof, into the memory of publicly accessible IT platforms selected by the Licensee, including in particular the Repository of the Medical University of Gdańsk and the Repository of the Polish Medical Platform, and disseminating it via said platforms;
- 3) digitally reproducing the work and the derivative work;
- 4) making the work and the derivative work available in an electronic version via the terminals of the information system (terminals) located on the premises of the Medical University of Gdansk in such a way that everyone can access them at a time chosen by the Licensee;
- 5) sharing and distributing the work and the derivative work on the Internet for everyone without restrictions.

Article 5
(NATURE OF THE LICENCE)

This licence is royalty-free, non-exclusive, unlimited with regard to time and territory.

Article 6
(TERM OF THE AGREEMENT)

1. This agreement is concluded for the duration of the copyright to the work.
2. Either Party may terminate this Agreement upon giving a 3 months' notice.
3. The agreement must be terminated in writing or otherwise the termination shall be null and void.

Article 7
(WORK FORMAT)

The Licensor agrees to a change of the document format in which the work was originally saved.

Article 8
(OBLIGATIONS OF THE LICENSOR)

1. The Licensor permits free use and disposal by the Licensee of any compilation of the work.
2. The Licensor waives the intermediation of collecting societies.

Article 9
(OBLIGATIONS OF THE LICENSEE)

1. The Licensee undertakes to specify:
 - 1) data identifying the author of the work, in particular to label the work with the name of its author and/or* (*select as appropriate*) other persons named by the Licensor who have participated in the creation of the work;
 - 2) information identifying the holder of copyrights or related rights to the work.
2. The Licensee undertake to identify any modifications made to the work by the Licensee.
3. The Licensee is obliged to use the work and derivative works only non-commercially.

Article 10
(SUBLICENCES)

The Licensor transfers to the Licensee the rights and authorises the Licensee to grant further sub-licences only under the terms of the Creative Commons BY-NC (Attribution-Non-Commercial) public licence annexed to this agreement.

Article 11
(PROTECTION OF PERSONAL DATA)

1. The Controller of the Licensor's personal data is Gdański Uniwersytet Medyczny (Medical University of Gdańsk), ul. Marii Skłodowskiej-Curie 3a, 80-210 Gdańsk.
2. The Controller has appointed a person to ensure correctness of the processing of personal data, who can be contacted at: iod@gumed.edu.pl.
3. The Controller processes the following data: given name, surname, phone, e-mail, address (postal code, city/town, street, house number, apartment number).
4. The Controller processes personal data for the purpose of performing this agreement.

5. The Work shall be made available and disseminated as part of the Gdańsk Repository of the Medical University of Gdańsk (PPM Local Repository), the Repository of the Polish Medical Platform and other platforms selected by the Controller.
6. The Controller shall process personal data for the duration of this agreement for archival and statistical purposes as well as for the purpose of pursuing claims in situations provided for by law.
7. The data shall not be sold or shared with external parties, except as provided by law.
8. The data shall be accessible to authorised persons obliged to protect and secure the data and to entities with whom the Controller concludes an appropriate agreement, e.g. in connection with the provision of IT services.
9. The data subject has the right to access, rectify, erase or restrict processing in cases provided for by law, as well as the right to object to the processing of data, and has the right to lodge a complaint with the supervisory authority.
10. The data shall not be used for any other purpose, nor shall any automated decisions be made based on it.
11. Providing personal data is voluntary, but necessary for the performance of the agreement.

Article 12
(FINAL PROVISIONS)

1. The provisions of the Act of 4 February 1994 on Copyright and Related Rights (complete text: Journal of Laws of 2019, item 1231, as amended) and the provisions of the Civil Code shall apply to matters not covered by this agreement.
2. Any amendments hereto must be made in writing, otherwise being null and void.
3. Any disputes that may arise when performing this agreement, having exhausted amicable settlement options, shall be settled by the court having jurisdiction over the registered office of the Licensee.
4. The agreement has been concluded in two identical copies, one each for the Licensee and the Licensor.

Licensor

Licensee

Director of the MUG Main Library