

NON-EXCLUSIVE LICENCE AGREEMENT

concluded on, by and between:

Medical University of Gdańsk in the capacity of the **Licensee**, represented by the Main Library Director,

and

the **Author** (given name and surname)

full home address

e-mail address

hereinafter referred to as the **Licensor**.

§ 1

This Agreement concerns the following subject matter:

(author, title, place and date of publication)

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.....
.....

§ 2

1. The Licensor declares that the work does not infringe on any third party rights. The work was produced in respect for the copyright of other authors.
2. The Licensor declares he holds the proprietary copyright to the extent covered by this Agreement. The Licensee's use of the work shall not infringe on any third party rights.

§ 3

1. The Licensor grants the Licensee his licence for the use of the work specified in § 1.
2. The Licensor grants the Licensee his/her consent for the fixing and reproducing the work by storing it in the computer memory on the premises of the Main Library of the Medical University of Gdańsk.
3. The Licensor **grants / does not grant*** the Licensee his/her consent for making the work available on designated computer stations of the reading rooms of the Main Library of the Medical University of Gdańsk and the Library of the Faculty of Pharmacy, Medical University of Gdańsk.

§ 4

This licence is free of charge.

§ 5

1. This Agreement is concluded for an unspecified term.
2. The Licensor can terminate this Agreement with a two months' notice.

§ 6

The Licensor consents to modification of the document format in which the work was originally recorded, though without changing its content, to the extent substantiated by the use of the work under this licence.

§ 7

The Licensor delivers copies of the Work to the Licensee in the format of an electronic file.

§ 8

Any amendments to the Agreement shall remain null and void, unless made in writing in the form of an annexe.

§ 9

Any matters not regulated herein shall be governed by the regulations of the Act on Copyright and Related Rights and the applicable regulations of the Civil Code.

§ 10

Any disputes which might arise in connection with the performance of this Agreement shall be resolved by the court of jurisdiction over the Licensee.

§ 11

1. The Licensee informs the Licensor that:
 - 1) The controller of the Licensor's personal data is the Licensee (Medical University of Gdańsk with its registered address: 80-210 Gdańsk, ul. M. Skłodowskiej-Curie 3a);
 - 2) The Data Protection Officer can be contacted at the following email: iod@gumed.edu.pl;
 - 3) The Licensor's personal data:
 - a. shall be processed to perform the Agreement based on Article 6(1)(b) of the General Data Protection Regulation of 27 April 2016,
 - b. shall not be disclosed to any other entities, except for the entities of authority under the letter of the law,
 - c. shall be stored for the period necessary for the attainment of the above-defined purpose;
 - 4) The Licensor enjoys the right to:
 - a. have access to his/her personal data, rectify them, delete them, and limit their processing,
 - b. lodge a complaint with the Personal Data Protection Office, if reasons arise to claim that the controller processes his/her personal data in non-compliance with the General Personal Data Protection Regulation of 27 April 2016;
 - 5) the provision of personal data is voluntary, though refusal to provide the data may result in refusal to perform the Agreement.
2. The Licensor declares he/she has familiarized himself/herself with the above information clause and consents to the processing of his/her personal data by the Licensee, where the data comprise information indispensable for the performance of the Agreement, pursuant to the General Personal Data Protection Regulation. Provision of the data and granting of the consent is voluntary. The Licensor acknowledges that the consent can be revoked at any time by filing a declaration of intent in this respect with the Data Protection Officer, provided that withdrawal of the consent shall not affect legitimacy of the use of the data before the consent was withdrawn.

§ 12

This Agreement has been drawn in two identical counterparts, one for the Licensee and one for the Licensor.

Licensor

Licensee

Author of the Work

Director of the Main Library

* delete as appropriate