

On the day of _____ between the Nicolaus Copernicus University [UMK] situated in Toruń called hereinafter the “Publisher” represented by the Chief Manager of the Nicolaus Copernicus University Scientific Publishing House in Toruń [Wydawnictwo Naukowe UMK] mgr Andrzej Szewczyk and
residing in
called hereinafter the “Author” the following agreement was made:

§ 1

1. The Author declares that they are authorised to dispose of the “Work” entitled:

written for the purposes of the collective work entitled:

and upon the Work acceptance for distribution the Author transfers exclusively on the Publisher copyrights, for the whole period of copyright protection, related to the Work, in particular the right to:

- a) the Work formatting and reproduction (multiplication) by print;
 - b) introduction of reproduced Work to turnover, sale, hire or lease;
 - c) storing the Work into the computer memory;
 - d) reprinting the complete Work or a part of it in other publications, including electronic ones;
 - e) marketing the complete Work or a part of it in an electronic version (e-books, audio-books).
 - f) making the Work or part thereof available to the public in an electronic version in “open access” formula on Creative Commons licence (CC.BY.ND.3.0), including via Nicolaus Copernicus University Press website, Repozytorium UMK or Google Play.
2. Making the Work, referred to in § 2, pass. 1, point f, available to the public, will be in two phases:
 - a. part of the Work in the form of: a cover, an introduction, a table of contents and a bibliography – immediately after the Work’s printing.
 - b. the Work as a whole – 5 years after the Work’s printing.
 3. The Publisher may exploit the Work within the above mentioned areas without any time, quantity and territory limitations.
 4. The Author is obliged not to infringe on the Publisher’s right indicated in § 1, pass. 1.

§ 2

The Author represents that the Work will be entirely original to the Author and will not contain any ideas adopted from another work, which would cause liability on the part of the Publisher, will not infringe on any other rights of any third person’s rights and that the Author’s copyrights related to this Work are not limited in the scope covered by this agreement.

§ 3

1. The Author is obliged to supply the Work which is written with language, factual and formal diligence and with quality level required for publication of this type of work and in compliance with the Publisher’s instructions.
2. The copy supplied to the Publisher becomes their property upon publishing the Work and the Publisher will not be liable for their possible loss or damage in any time.
3. If the Author does not deliver the Work in the time indicated or the Work is not of required quality, the Publisher will assign for the Author the proper time limit to fulfill their obligations. If the Author does not deliver the Work indicated by this agreement by the time limit set again, the Publisher is entitled to terminate the agreement or withdraw from it.
4. The Work shall include the basic text (in *.doc, *.rtf formats) and illustrations (in *.cdr, *.eps, *.pdf, *.jpg, *.tiff formats) in editable and printable quality and form.

§ 4

1. The Publisher is entitled to use fragments of the Work for promotional reasons, in particular the Publisher has the right to:
 - a) make selected fragments available in mass-media (media, press, the internet)

- b) publish fragments in brochures distributed free of charge
 - c) quote in advertisements
2. Subject to the obligation to publish the Work, the Publisher reserves the right to grant licences to any third parties within the scope under this agreement.

§ 5

The Publisher secures distribution of the Work published.

§ 6

The unit retail price of the Work copy and the print run of particular editions as well as the edition method is to be determined by the Publisher.

§ 7

1. The Author transfers to the Publisher copyrights and the right to use the Work within the exploitation areas listed in § 2 free of charge.
2. In case of using the Work within the area which is different than the ones listed in § 2, passage 1 the parties will agree on a separate royalty payment.

§ 8

The Author will, free of charge;

- a) write and deliver the Work in the format agreed
- b) transfer copyright on the Publisher within the range agreed under this agreement
- c) do the author's proofreading

§ 9

The Publisher is entitled to insert necessary changes to the Work resulting from editorial development.

§ 10

1. Proofreading work and returning the complete Work after proofreading shall take place within the period calculated according to the following rule: one day for one editorial sheet starting from delivering the Work for proofreading to the Author or any other authorised person.
2. Refusal to do proofreading or failure to return the copy within the term indicated shall be deemed as the Author's permission for publishing the Work in the form sent for proofreading.
3. The Author shall bear costs related to any changes which, due to their fault, were made to the Work after its typesetting if the changes cause an increase of typesetting costs of over 3%.

§ 11

The Author will receive a free of charge author's copy of the collective Work and, on request, an electronic offprint of their own Work which is not intended for sale or distribution.

§ 12

1. The Author authorises the Publisher to republish (print additional copies) of the unchanged Work without the Author's correction.
2. The Author is obliged to update the Work and adapt it according to the recent state of knowledge in this scope – for a separate, agreed mutually, single royalty payment.
3. If the Author refuses to make changes required by the Publisher to the next edition the Publisher may withdraw from the agreement.

§ 13

If the volume is entirely sold out or is not available in the electronic version on the market, the Author may, in writing, make a request to the Publisher for reprinting the Work within 6 months since the request is made. Failure to do that by the Publisher will result in expiry of Publisher's rights related to the Work.

§ 14

All changes and completions to this agreement shall be made in writing under pain of nullity.

§ 15

All disputes arising out of this agreement will be governed by courts proper for the Publisher's seat.

§ 16

In the cases not regulated by this agreement the regulations of Copyright Law, related laws and Civil Code shall apply.

§ 17

The contract has been made in two identical copies: 1 copy for the Author and 1 copy for the Publisher.

Author's signature

Publisher's signature