

LICENCE AGREEMENT

Concluded on in Warsaw between:

- 1) **The Medical University of Warsaw** with its registered office at ul. Żwirki i Wigury 61, 02-091 Warsaw, with REGON: 000288917 and Tax Identification Number (NIP): 525-00-05-828, hereinafter referred to as the "Publisher", represented by: **Irmína Utrata** - Director of the Main Library of Medical University of Warsaw,
- 2) Mr./Ms. – residing in, at, proving his/her identity with identity card number, hereinafter referred to as the "Author".

§ 1.

The Medical University of Warsaw declares that it is the publisher of a journal called "Medical Libraries Forum", registered in the National Library of Poland under ISSN number 1899-5829, e-ISSN 2450-0437, hereinafter referred to as the "Journal".

§ 2.

1. The Author declares that he/she is the author of a work under the title: "....." and holds moral and proprietary copyrights to the work, both to its text part and to the illustration material, including photographs, figures and tables.
2. The Author declares that the work is an original work and that it does not infringe any copyrights of other persons, that it is not a development, modification or adaptation of another person's work, nor does it contain any borrowings from another work that could result in any liability of the Publisher. Third parties do not have any proprietary copyrights to the entire work or to any part thereof (except for co-authors).
3. The Author declares that the work has not previously been published under the same or another title, nor does it constitute a part of another publication (except for reading of the work or parts thereof at a scientific conference and publication of an abstract). The work is currently not subject to any proceedings in another publishing house.
4. If the article has been prepared jointly with other authors, the Author declares that he/she has been authorized by all co-authors to sign this Agreement on their behalf and undertakes to inform the co-authors of the terms of this Agreement. The Author is obliged to fill in the Statement of the authors' contribution, which constitutes Attachment No. 1 to the Agreement.
5. The Author submits the work for publication in the Journal and thus confirms that:
 - a) the work was prepared in accordance with the editorial rules binding for the Journal,
 - b) the Author agrees to submit the work for review, on the basis of which the editors will decide whether to accept or reject the work for publication,
 - c) the Author agrees that the editors may introduce necessary changes to the work as a result of the editorial process, in particular with regard to punctuation, spelling and the use of capital letters,
 - d) the Author undertakes to immediately carry out any author's corrections of the work, after its acceptance by the editors, within a period not exceeding fourteen days,
 - e) the Author is familiar with the content of the rules for publishing works in the Journal, specified on: <https://fbm.wum.edu.pl/about-the-journal> and <https://fbm.wum.edu.pl/editorial-requirements>, which he/she accepts in full.
 - f) the Author acknowledges that the work may be published in a manner accessible to the public and such access will be free of charge for readers.

§ 3.

1. The Publisher will publish the article in the Journal, in electronic form, if the editorial process of the work is completed successfully.
2. The Publisher refuses to publish the work, in particular when:
 - 1) any sign of scientific unreliability is identified, in particular cases of “ghostwriting” or “guest authorship”:
 - a) “ghostwriting” occurs when someone has made a significant contribution to a work, without disclosing his or her participation as one of the authors, or without mentioning his or her role in the acknowledgments included in the work,
 - b) “guest authorship” occurs when the author's participation is marginal or has not occurred at all and yet he/she is the author or co-author of the work,
 - 2) The Author does not agree to introduce all the necessary corrections proposed by the reviewer or the editor.

§ 4.

1. The Author grants the Publisher a territory-unlimited and time-limited license to use the work, free of charge, on condition that it is accepted for publication in the Journal under the terms of the license: Recognition of authorship - Non-commercial use - Without dependent works 3.0, whose full text is available on the website: <https://creativecommons.org/licenses/by-nc-nd/3.0/legalcode> with the reservation that paragraphs 2 to 3 below shall apply in this respect and shall be binding as regards any conflicting provisions of such model licence.
2. This Agreement may be terminated by the Author or the Publisher with two-month termination notice if the other party has materially breached the terms of this Agreement and it has not remedied the breach within one month of being called upon to do so by the terminating party. A mere breach of this Agreement shall not automatically terminate this Agreement or the license granted herein. The Author and the Publisher may, by mutual agreement, terminate this Agreement at any time. This Agreement or any license granted herein may not be terminated by the Author otherwise than in accordance with this paragraph.
3. This Agreement does not entitle the Author or co-authors to any license fees or other payments. To the extent permitted by law, the Author and co-authors waive the right to collect license fees for the use of the article by the Publisher under this Agreement.

§ 5.

1. Pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereafter: GDPR), the Publisher will process the Author's and co-authors' personal data in the form of: first name, surname, and in case of the Author additionally: residence address, identity card number, contact phone, e-mail address - for the purpose of executing this Agreement.
2. The Author declares that he/she has read the information clause constituting Attachment 2 to the Agreement. Moreover, the Author undertakes to fulfil the information obligation towards the co-authors to whom the data refer, as stipulated in Article 13 of the General Data Protection Regulation.

§ 6.

1. This Agreement shall be governed by and construed in accordance with the laws of Poland.
2. Any amendment to this Agreement shall be made in writing under the pain of invalidity.
3. The persons designated for arrangements which are the subject of the Agreement are:
 - a) on behalf of the Publisher: Krzysztof Włodarczyk, e-mail: krzysztof.wlodarczyk@wum.edu.pl;

- b) on behalf of the Author:
4. All the documents and correspondence relating to this Agreement shall be addressed to the following addresses:
 - a) address of the Publisher: the Main Library of Medical University of Warsaw, ul. Żwirki i Wigury 63 / 307, 02-091 Warszawa
 - b) address of the Author:
 5. Each Party shall notify the other Party in writing of any change in its postal address or e-mail address for the receipt of correspondence. In the event of failure or inefficiency of such notification, delivery to the previous address notified by the other Party to the sender shall be deemed to have taken effect.
 6. Correspondence between the Publisher and the Author will be conducted in English. All the documents created in connection with the execution of the Agreement shall be drawn up in the English.
 7. The Parties undertake to resolve any disputes arising in connection with the execution of this Agreement amicably within 14 days, and in the absence of any consensus, to resolve them by means of court proceedings before the common court having jurisdiction over the Publisher's registered office.
 8. The Agreement has been drawn up in two identical copies, one for each Party.

.....
the Publisher

.....
the Author

STATEMENT ON CONTRIBUTIONS OF AUTHORS
(to be completed by the person signing the Agreement)

No.	First name and surname	Contribution to the work and percentage of contribution *
1.		
2.		
3.		

.....
Signature of the Author
(person signing the Agreement)

**The Publisher requires the presentation of the contribution of individual authors to the creation of the work, specifying their percentage contribution to the article and a short description of the type of contribution (concept, method, collection of results, writing the text, other type of contribution, etc.). This information, confirmed by a handwritten signature, should be submitted by the author signing the Agreement together with his/her signature on the licence agreement.*

INFORMATION CLAUSE

With reference to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) we inform that:

1. The controller of your data within the meaning of GDPR is the Medical University of Warsaw, ul. Żwirki i Wigury 61, 02-091 Warszawa; contact to the Personal Data Inspector of the Medical University of Warsaw: tel. (22) 57 20 320; ido@wum.edu.pl
2. Your personal data will be processed for the purpose of fulfilling the subject of the licence agreement pursuant to art. 6.1.b of GDPR and they will be stored for the period necessary to fulfil the aforementioned purposes and for the controller's archival and statistical obligations. Providing personal data is voluntary, but it is a prerequisite for concluding a licence agreement.
3. You have the right of access to your personal data and the right of correction, rectification, erasure or restriction of processing, as well as the right to object to the processing, and the right to transfer your data. The data will not be made available to other entities unless required by law, with the reservation that personal data in the form of name, surname, affiliation, e-mail address and ORCID number will be publicly available in the Journal and on the Publisher's website.
4. You have the right to withdraw your consent to the processing of personal data at any time, by submitting a written statement in person or by mail to the following address ul. Żwirki i Wigury 61, 02-091 Warszawa, however, the withdrawal of consent will not affect the conformity of the processing carried out on its basis before the withdrawal of consent.
5. Based on personal data, the Medical University of Warsaw will not make automated decisions, including any decisions that result from profiling within the meaning of GDPR.
6. You have the right to lodge a complaint with the supervisory authority (the President of the Office for the Protection of Personal Data) if the processing of your personal data violates the provisions of GDPR.