

PUBLISHING AGREEMENT

no. concluded in Toruń on (date)

between

Towarzystwo Naukowe w Toruniu (Society of Arts and Sciences in Toruń, Wysoka 16, 87-100 Toruń, Poland), entered in the Register of Associations of the National Court Register under KRS number: 0000010071, having NIP (Tax Identification Number): 8790007933, REGON (National Business Registry Number): 00080851200000, for which registration files are kept by the District Court in Toruń, 7th Commercial Division of the National Court Register, represented by **Professor Bogusław Dybaś, chief editor of the journal *Zapiski Historyczne***, acting under a power of attorney dated 9 March 2021, granted by the President and Secretary General of the Society of Arts and Sciences in Toruń, hereinafter referred to as the **‘Publisher’**

and

.....
(first and last name)

residing in

.....
(street, house number, apartment number, postcode, city, country)

National Identification Number:

ORCID:

hereinafter referred to as the **‘Author’**,

both hereinafter referred to as the **‘Parties’**.

§ 1. Subject matter of the Agreement

1. The subject matter of this Agreement is the publication of a work submitted by the Author, which had previously been subjected to a review procedure and accepted for publication, in a journal entitled *Zapiski Historyczne* published by the Publisher. The title of the work:
.....
.....
(hereinafter referred to as the **‘Work’**).

2. This Agreement also covers any supplementary materials that are an integral part of the Work, such as tables, graphics, illustrations, photographs, etc. For the avoidance of doubt, the Parties unanimously agree that whenever the ‘Work’ is referred to herein, it shall also be understood to mean the supplementary materials included in the Work referred to above. In particular, this applies to all copyright provisions.

§ 2. Copyright

1. Upon the conclusion hereof, the Author shall transfer to the Publisher, free of charge, the copyright to the work in the following fields of exploitation:
 - a) publication of the Work,
 - b) reproduction of the Work,
 - c) public performance of the Work,
 - d) production of copies of the Work by any technique,
 - e) broadcasting and rebroadcasting of the Work,
 - f) making the Work publicly available so that everyone can access it at a time and place of their convenience.
2. The Author, upon execution hereof, shall, free of charge:
 - a) allow the Publisher to make and dispose of transpositions of the Work at the Publisher’s discretion,
 - b) waive the intermediation of the collective management organisations when concluding this Agreement,
 - c) assign the right to exercise derivative copyrights in the transposition of the Work to the Publisher
 - d) transfer to the Publisher the right to grant permission for the disposal and use of the Work by other entities, in the fields of exploitation listed herein.
3. The author agrees, free of charge, to the Publisher’s exercise of moral rights to the Work, according to the Publisher’s needs resulting from the manner of Work distribution adopted by the Publisher for informational, promotional or commercial purposes, in particular to:
 - a) make such alterations and additions, including editorial, technical and stylistic corrections in the Work, as the Publisher deems necessary and essential, and to distribute the Work in the agreed form;
 - b) decide on the distribution of the entirety or part of the Work, alone or in combination with other works, at the Publisher’s discretion.

§ 3. Obligations and representations of the Parties

1. The Publisher agrees to distribute the Work in electronic and printed versions within two years from the date of signing the Agreement.

2. The Work will be distributed by being posted on the journal's website in electronic version as part of the publication of the journal issue in which the Work is included, and in the printed version of the journal issue in question, available for purchase at the Publisher's office and through the Publisher's website.
3. The Author represents and warrants that the Work and all of its component parts are the result of his or her creation or use of public domain resources or resources covered by open licences.
4. The author declares that the Work and any of its component parts do not violate the economic, moral or other rights of third parties or applicable laws (including the right of publicity), public order or morality, and that they have not been entrusted to the management of any collective management organisation.
5. If the Work makes use of resources covered by copyrights, economic, moral or other rights of third parties, the Author declares that he has obtained prior consent from the owners of these rights to use and publish the resources. In the absence of such consent, the author shall be independently liable on this account to third parties, excluding the Publisher.
6. The Author declares that, apart from entering into this Agreement, he has not made any other dispositions of author's economic rights to the Work in favour of other entities than the Publisher, has not granted any licences for the use of these rights in favour of other entities than the Publisher, and has not made any restrictions on the exercise of author's moral and derivative rights.
7. The Publisher shall make the Work available for distribution to the Author free of charge, in the form of an electronic file in .pdf format, on the publication date of the journal issue in which the Work is included. The Work shall be made available by downloading the Work from the journal's website.
8. The author understands and accepts the fact that the Publisher will make the work available under the Creative Commons Attribution 4.0 International free licence (also known as CC BY 4.0), available at <https://creativecommons.org/licenses/by/4.0> or any other language version of this licence or any later version of this licence published by Creative Commons. Accordingly, the Author agrees not to exercise the author's moral rights to the Work to the extent that they may interfere with the provisions of this licence.
9. If the Author infringes on the rights of third parties in his or her Work, as a result of which claims of third parties arise against the Publisher for the infringement of author's economic, moral, or any other rights, the Author shall assume all liabilities under these titles, excluding the Publisher's liability, and shall settle all claims under the aforementioned titles at his or her own expense and risk, excluding the Publisher.

§ 4. Defects of the Work

If the Work has legal defects, in particular if the Author did not create the Work independently and personally and at the same time has no rights to dispose of or use the entirety or part of

the Work, or if the Work has been plagiarised, the Publisher has the right to withdraw from this Agreement and demand compensation for the resulting damages.

§ 5. Proceedings towards the publication of the Work

1. After the Work has been accepted for publication and this Agreement has been concluded, the Publisher shall perform editorial processing (with regard to content and language). The author shall be consulted in the course of editorial work and shall receive the Work as submitted for the author's correction.
2. In a situation in which the Parties cannot reach an agreement regarding the alterations in the Work required by the Publisher, either Party may withdraw from the Agreement, exercising its right within 14 days of the dispute as to the alterations in the Work. The declaration of withdrawal may be in the form of an e-mail.
3. The final decision as to the composition of the Work, its graphic design, circulation, number of editions, reprints and the price of journal copies in which the Work will be published rests with the Publisher. The Author shall retain the right to decide on the final form of the title of the Work and the attached components referred to in §1(2) above.

§ 6. Final clauses

1. All communications between the Parties hereunder, including the performance of obligations hereunder, may be conducted by electronic means. For the purpose of executing this Agreement, the Parties shall indicate the following e-mail addresses:
 - a) Publisher: sekretariat@zapiskihistoryczne.pl; dybas@umk.pl
 - b) Author:
2. Any alterations to this Agreement and the appendices hereto shall be made in writing under pain of invalidity.
3. The Agreement is governed by Polish law. To all matters not settled herein, the applicable provisions of the Civil Code, and the Copyright and Neighbouring Rights Act of 4 February 1994 shall particularly apply.
4. The Parties agree to resolve any doubts regarding the implementation of this Agreement amicably in the first place. Any possible disputes arising therefrom shall be settled by the courts appropriate for the Publisher's seat.
5. The Author declares that he has received and read the information about the Publisher's processing of his or her personal data in connection with the execution hereof. This information has been attached as an Appendix hereto.
6. The Agreement has been executed in two counterparts, one for each Party.
7. The Parties unanimously declare that the signing of this Agreement may take place in electronic form, i.e. by means of exchanging copies hereof in the form of a scan containing

legible signatures of the Parties via e-mail, or alternatively in the form of an electronic signature of one of the Parties and a traditional signature of the other Party. The documents remain valid when they are in the form of an electronic file and the identification of the data of the signatory is possible, also when one of the Parties has provided an electronic signature and the other party has provided a handwritten signature.

8. The date of concluding the Agreement shall be determined by the date of the Publisher's reception of the Agreement signed by the Author. The confirmation of the Publisher's reception of the Agreement shall be: for paper form – the date of submitting/receiving in the Correspondence Log confirmed by the appropriate stamp, and for electronic form – the date of reception to the electronic mailbox associated with the e-mail address: sekretariat@zapiskihistoryczne.pl, as evidenced by a relevant printout.

.....

(Author)

.....

(Publisher)

Appendices:

- a copy of the power of attorney;*
- a printout of updated information from the National Court Register;*
- information clause on the processing of personal data.*

Appendix: Information clause on the processing of personal data

- 1) The controller of your personal data shall be the Society of Arts and Sciences in Toruń, based at Wysoka 16, 87-100 Toruń, Poland (Publisher).
- 2) Contact with the Publisher will be possible via e-mail address: sekretariat@zapiskihistoryczne.pl.
- 3) Your personal data shall be processed:
 - a) for the purpose of executing the Agreement – the legal basis shall be the performance of an agreement to which the data subject is a party (Article 6(1)(b) of the General Data Protection Regulation 2016/679, hereinafter referred to as the ‘Regulation 2016/679’);
 - b) in order to fulfil the Publisher’s public law obligations under the applicable law, particularly insurance, health and tax regulations – the legal basis shall be the fulfilment of the Publisher’s legal obligations (Article 6(1)(c) of the Regulation 2016/679);
 - c) for the purpose of establishing or asserting claims or defence against claims by the Publisher, the legal basis for the processing shall be the Publisher’s legitimate interest (Article 6(1)(f) of the Regulation 2016/679).
- 4) Your personal data may be transferred to entities that provide the Publisher with services related to the performance of the Agreement, such as:
 - a) providers of accounting and tax services,
 - b) providers of IT systems and services,
 - c) postal operators and couriers,
 - d) banks,
 - e) entities that provide document archiving services,
 - f) legal service providers,
 - g) other entities that provide services necessary for the performance of the Agreement.
- 5) Your personal data will be processed for the term of your Agreement. The personal data processing period may be extended by the statute of limitations on a case-by-case basis if the processing of personal data is necessary for the Publisher to assert any claims or to defend against such claims. After the expiration of such period, the data will be processed only to the extent and for the time required by law.
- 6) You have the right to: access the data and request their correction, deletion and data processing restriction.
- 7) You also have the right to lodge a complaint with a data protection authority in the Member State of your habitual residence, place of work or place where the alleged violation was committed, if you consider that the processing of your personal data violates the Regulation 2016/679.
- 8) You also have the right to object to the processing of personal data based on the grounds indicated in item 3c), on grounds related to your special circumstances.
- 9) The provision of your personal data is voluntary but necessary for the efficient and correct execution of the publication process, and a failure to provide personal data will result in your inability to participate in the process of publishing texts by the Society of Arts and Sciences in Toruń.