

LICENSE AGREEMENT

Signed in Warsaw on..... between:

Wydawnictwo Czasopism i Książek Technicznych SIGMA-NOT sp. z o.o. (SIGMA-NOT Publishing House Ltd), entered into the Business Register maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under number KRS 0000069968, NIP (Tax Identification Number) 524 30 35 01, REGON (National Business Registry Number) 001408973, share capital of 752.361,80 PLN, having its office at 11 Ratuszowa Street, 00-950 Warsaw, on whose behalf the following acts:

..... – the Representative of the Board, further referred to as the **Licensee**

and

.....
[name, surname, address], further referred to as the **Licensor**.

§ 1

1. **Licensor** states that he/she owns the copyrights, within the scope of this Agreement, to the work entitled
2. **Licensor** shall provide the **Licensee** with the work until in the electronic form, in accordance with the “Information for Authors” published in the magazine or on the Internet site.

§ 2

1. In regards to the work under this Agreement the **Licensor** hereby grants the **Licensee** for an unlimited period of time the non-exclusive license for:
 - a) recording and reproduction of work – through the production of its copies through printing or using digital technology,
 - b) circulating the copies, on which the work has been recorded – through introduction to the circulation, lending or rental of copies,
 - c) making it publically available, including on the Internet,
 - d) distributing in whole or in parts for advertising and/or promotional purposes.
2. **Licensor** permits the **Licensee** to execute the subsidiary rights, including the translation of the work.

§ 3

Licensee shall decide on:

- a) the manner and form of publishing, including the graphic design,
- b) the selection of translator.

§ 4

If the **Licensee** includes in the work the illustrations or other materials of third persons, protected by the copyright, supplied by the **Licensor**, the **Licensor** undertakes to obtain the written consent for their use by the **Licensee** and to bear related costs, as well as mark the work included with the name and surname of its author.

§ 5

1. Provided to the **Licensee** by the **Licensor** work in the form defined in § 1 upon its acceptance by the **Licensee** becomes the **Licensee's** property.
2. The **Licensor** declares he/she retains the complete duplicate of the work.

§ 6

1. For the submission of the work and transferring to the **Licensee** the rights set out in § 2, the **Licensor** shall receive a single, lump-sum remuneration in the amount of (in words:.....).
2. Remuneration shall be paid after deduction of the income tax, within 6 weeks of the publication of the work.

§ 7

1. The **Licensee** has the right to make changes to the work resulting from the editing.
2. Making changes by the **Licensee** defined in the section 1 after the proofreading requires the agreement with the **Licensor**, unless the changes are obviously necessary, to which the **Licensor** cannot reasonably oppose.

§ 8

All amendments and additions to this Agreement, as well as termination of the Agreement, require a written form to be valid. The Parties may make amendments and additions related to the terms of the Agreement also in the form of letters, if their content clearly expresses that they agree to such amendments and/or additions.

§ 9

The matters not regulated by this Agreement shall be governed by the regulations of the Act of 4th February 1994 on Copyright and Related Rights (consolidated text of the Journal of Law 2006, No 90, Item 631) with further amendments, as well as the provisions of the Civil Code.

§ 10

All disputes that may arise under this Agreement shall be settled by the courts objectively appropriate in Warsaw.

§ 11

The Agreement has been drawn up in 2 identical copies: 1 copy for the **Licensor** and 1 copy for the **Licensee**.

LICENSOR

LICENSEE

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