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| **PUBLISHING CONTRACT WITH TRANSFER OF COPYRIGHT NO.** |  |

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| held on the day of |  | in |  |

between Wroclaw University of Economics, with registered offices in Wrocław, Komandorska 118/120, and represented by

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hereinafter called ‘the University’, and

|  |  |  |  |
| --- | --- | --- | --- |
| name and surname |  | PESEL/NIN |  |
| address |  | | |

hereinafter called ‘the Author’.

§ 1

The Author hereby undertakes to create a literary work covered by copyright or other associated rights, as commissioned by the University, on the following subject:

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|  |
| Source of financing: |

§ 2

1. The Parties may agree to include task-specific instructions for the provision of the work described in § 1, in written form, and under pain of being declared null and void.
2. The Parties shall not invoke any obligations that are not explicitly expressed in the letter of contract.

§ 3

The Author shall use own materials and instruments.\*

The Author will make use of materials and instruments provided by the University.\*

§ 4

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| 1. The contract realization shall commence not later than on the day of |  |
| 1. The work will be completed by the day of |  |

§ 5

1. For the provision of work specified in § 1, the University shall remunerate the Author with

|  |  |
| --- | --- |
| gross commission to the sum of (in PLN): |  |
| amount in words |  |

1. The remuneration shall be paid within the next settlement period following the signature date included in the invoice issued by the Author, and after proper evaluation of the work as fit for contractual purposes and requirements.
2. The remuneration shall be considered paid in full after being registered as charge to the University accounts, based on the remittance order issued by the Author.

§ 6

1. The Author hereby declares to have all his or her copyright to the monograph transferred to the University, without any time or territorial constraints, in accordance with art. 36 of the Copyright and Associated Rights Act, in the following formats:
   1. copying by any means, including but not limited to print, reprography, and electronic/magnetic copies,
   2. printing (in any form), including standard print, reprography, and electronic/magnetic copies;
   3. circulation (including copies and printouts);
   4. storing on digital devices;
   5. public broadcast and presentation;
   6. exposition and projection on screen;
   7. lease and rental;
   8. sub-licensing;
   9. providing public access to the content, without constraints of time and space,

and the University hereby declare their intent to acquire said rights from the Author, in accordance with the provisions of this contract.

1. The Parties hereby agree that the transfer of rights defined in §1 shall be in effect on the date of the work acceptance and reception of the commission by the Author.
2. The Author hereby declares to be the sole creator of the commissioned work, and the sole owner of all copyright titles to the whole of the work. The Author assures that the commissioned work is free from any third party claims or rights.
3. The University will be free to decide on the use of the work after receiving the full copyright to the contracted work.
4. The Author agrees to transfer the copyright to the commissioned work without limitations.

§ 7

The Author shall not subcontract the provision of work, nor parts thereof, to any third party, without written consent from the University.

§ 8

Any changes or additions to the text of this contract, as well the dissolution of this contract shall be made in writing, under pain of being declared null and void.

§ 9

1. Any matters not regulated by this contract shall be reconciled in accordance with the respective provisions of the Civil Code and of the Copyright and Associated Rights Act of Feb 4, 1994.
2. Any disputes between the Parties shall be settled by the court appropriate to the registered address of the University.

§ 10

The Author hereby consents to have his/her personal data be processed for contractual purposes, in accordance with the provisions of the Personal Data Protection Act of 29 August 1997.

§ 11

This contract is made in two identical copies, one for each party of the contract.

The University The Author