

COPYRIGHT TRANSFER AGREEMENT

signed on _____ (*date*) in Racibórz between **Akademia Nauk Stosowanych w Raciborzu** (University of Applied Sciences in Racibórz) based in: ul. Akademicka 1, 47-400 Racibórz, as represented by _____, hereinafter referred to as the ANS in Racibórz and _____ holding a personal ID number _____ hereinafter referred to as the Author.

§1

1. The Parties declare that the Author has submitted an article entitled:

hereinafter referred to as the Work.

2. The Author declares that he/she is the sole author of the Work, which is the result of his/her original creative work and that he/she is the sole owner of all rights in the Work, including copyright in accordance with the Act of February 4, 1994 on copyright and related rights (Dz. U.2018.1191 of 21 June 2018).
3. The Author declares that the Work does not infringe the copyrights of third parties nor does it appropriate other people's work in a way that could lead to the ANS in Racibórz being liable for illegal use or distribution of third-party copyrighted content.
4. The Author declares that there are no real or legal obstacles preventing the transfer of the proprietary copyrights in the Work to the ANS in Racibórz.
5. The Author declares that he/she has obtained consent as required for the use of any third-party material contained in the work, including texts, photographs, maps, plans, etc., and that using them in the Work does not violate the rights of third parties.
6. The Author declares that the text of the Work has been prepared in accordance with the editorial requirements of the "Eunomia – Rozwój Zrównoważony – Sustainable Development" journal.
7. The Author declares that the Work or its parts have not been previously published (under the same or different title) nor has it been submitted for publication elsewhere.

8. The Author declares that he/she grants the ANS in Racibórz the right to check the Work using anti-plagiarism software, free of charge and irrevocably.

§2

1. The Author declares that under this Agreement, hereinafter referred to as the Agreement, he/she transfers the proprietary copyrights to the Work to ANS, and the ANS in Racibórz declares that it accepts the copyrights.
2. The transfer referred to in Section 1 covers all fields of use, in particular:
 - a) recording and reproduction of the Work, namely manufacturing copies of the Work using various techniques, including print, reprography, recording to a magnetic tape or using digital techniques;
 - b) disseminating the original Work or copies thereof – selling, lending or renting the original Work or its copies;
 - c) distributing the work in a way other than specified in Section 2.b, such as public performance, exhibition, screening, public presentation of a recording, broadcasting, as well as making the work publicly available in such a way that it can be accessed by members of the public from a place and at a time individually chosen by them;
 - d) the right to the first publication of the Work;
 - e) translating the Work into English and publishing the translation;
 - f) the right to perform the Work in public;
 - g) the right to share the work based on free licenses, especially under the *Creative Commons Attribution 4.0 International license* as available at <https://creativecommons.org/licenses/by-nc-nd/4.0/deed.en>, providing information on the authorship of the Work as well as the right to the first publication of the Work, processing and publishing the translation of the Work into English, as well as the right to public performance of the Work, providing information on the authorship.
3. The Parties agree that University of Applied Sciences in Racibórz also has the right to:
 - a) make the necessary changes in the Work that result from the editorial work;
 - b) determine the number of editions, reprints and edition of the Work and the number of copies in further releases and reprints;

- c) publish the Work in another publication related to the activity of University of Applied Sciences in Racibórz other than “Eunomia – Rozwój Zrównoważony – Sustainable Development”.
4. ANS in Racibórz has the right to use the Work in the school’s promotional materials, place it on its website, in Polish and foreign databases, in the form of open access.
5. The transfer of the material referred to in Section 1 is free of charge.
6. The Author receives one copy of the publication free of charge.

§3

Any changes to the Agreement must be made in writing under pain of nullity.

§4

The Agreement has been drawn up in two identical copies in English.

§5

The Agreement is subject to Polish law.

§6

All disputes arising in connection with the conclusion or performance of this Agreement will be subject to the decision of the court locally competent for the ANS headquarters in Racibórz.

§7

In matters not covered by the provisions of the Agreement, the provisions of the Civil Code shall apply.

ANS in Racibórz

Author
