Publishing Contract no. ……../201…..

Concluded on ………….. 201… in Sosnowiec between:

the Author: …………………………., having the place of residence in………… ………………………………………………………………………………………………………...,

and

The Publisher – Humanitas University Sosnowiec (Wyższa Szkoła Humanitas) with the seat in Sosnowiec at ul. Kilińskiego 43

represented by:

mgr Aleksander Dudek – the Chancellor

1

1. The Author represents that he/she is authorised to dispose of the work with the working title:

*………………………………………………………………………………………………………………………*

wrote for „Scientific Journal of Humanitas University Sosnowiec - the Management” and at the moment of acceptance of the work by the Editors of that periodical he/she transfers to the Publisher, for the entire term of protection of copyrights, all the exclusive and unlimited proprietary copyrights relating to the work, together with exclusive right to exercise any derivative copyrights to the work – both in relation to the work itself and jointly with other works or materials not being the works - in the following fields of exploitation:

1. copying and reproduction by printing, reprographic techniques, digitalisation and using magnetic, optical and electronic data storage media, with unlimited number of counterparts, copies, storage media, editions and additional prints;
2. placing on the market and distribution the copies or storage media by any distribution means, regardless the target group, particularly by distribution through store chains, sale in kiosks, inserts to the magazines, book clubs, distance selling (including via Internet) and business to business selling (against order from the companies), as well as by free distribution,
3. lending, rental or lease of the copies or storage media;
4. entering into computer memory and storage into computer memory,
5. making available to the public through any IT networks and in the manner so that anybody could access the work at freely chosen time and place.

2. The Author represents that his/her work is fully original, non-published or not to be published by any other publisher. The work does not contain the borrowings from other works, which may violate third party rights, and its substantive, formal, linguistic aspects, as well as diligence of performance are of the quality level required for that type of works to be published by means of printing and in electronic forms.

2

In return for transfer of the proprietary copyrights referred to in § 1, the Publisher undertakes to publish and place on the market the work being subject matter of this Contract and to provide the Author with **1 copy of the periodical** in which the work shall be published.

3

Any changes and supplements to this Contract, as well as withdrawal from this Contract, must be made in writing, otherwise being null and void. Exchange of correspondence, if its content indicates clearly the changes or supplements agreed by the Parties, shall be deemed as meeting the requirement to be made in writing.

4

In matters not regulated by this Contract provisions of the Act of 4th February 1994 of Copyright and Related Rights (uniform text: Journal of Laws of 2006, No. 90, item 631 as amended.) and of the Civil Code (t uniform text: Journal of Laws of 2014, item 121 as amended) shall apply.

5

Any disputes that may arise under this Contract shall be shall be submitted for resolution to a court competent ratione loci and ratione materiae for the Publisher's registered office.

6

This Contract has been executed in two identical counterparts, one for the Publisher and one for the Author.

THE AUTHOR THE PUBLISHER