

**AN AGREEMENT WITH AN AUTHOR OF A SCIENTIFIC PAPER TO BE PUBLISHED  
IN THE JOURNAL**

concluded on this ..... day of ..... 20 ....., by and between:

The University of Economics in Katowice, with its registered office located in Katowice at ul. 1 Maja 50, 40-287 Katowice, represented by Monika Ogrodnik – Editor-in-chief, Publishing House of the University of Economics in Katowice

and

Mr/Ms .....

residing at: .....

personal identification number: .....

hereinafter referred to as the “Author”, as the other Party,

jointly referred to as the Parties.

The Parties have agreed as follows:

**§ 1**

1. The Author declares that he/she has created a Work entitled:.....  
....., hereinafter referred to as the “Work”.
2. The Author declares that the Work is intended to be published in the journal entitled.....  
.....

**§ 2**

1. The Author declares that he/she owns the exclusive copyright to the Work, which has not been restricted in any manner.
2. The Author declares that the Work is an original creation and does not infringe any third party’s rights and that its publication and dissemination will not expose the Publisher to any risk of being liable towards any third parties.
3. In case of any claims filed due to the aforementioned infringement, the Author undertakes to join the pending proceedings as soon as he/she is informed by the Publisher of the same and to cover any costs, expenses and losses the Publisher has suffered as a result of these claims.

**§ 3**

The Author hereby transfers to the Publisher, on a royalty-free basis, the Author’s economic rights to the use of the Work throughout all the fields of exploitation listed in art. 50 of the Act of 4 February 1994 on Copyright and Related Rights, including, in particular:

- a. reproduction of the Work in a digital form, using any technique, in a format selected by the Publisher,
- b. fixing of the Work in computer memory,
- c. reproduction of the Work with the use of printing and digital technologies, without any limitations as for the number of copies, in such forms, inter alia, as e-books, computer printouts, in multimedia networks (Internet, intranet) and on any carrier known at the time the Agreement is signed,
- d. dissemination of the Work, in particular by the introduction to trade of the original or any copies on which the Work or its fragments are fixed, or in an open access format, under the licence of Creative Commons CC BY-NC 4.0
- e. rendering the Work available, also by sending it via multimedia networks.

**§ 4**

1. The Publisher undertakes to render the Work available, in an open access format, so that everyone can access it at a time and in a place of their choice, under the licence of Creative Commons CC BY-NC 4.0 (Attribution-NonCommercial 4.0 International).

**§ 5**

The Parties agree that the Author shall not be entitled to any remuneration for the creation of the Work and its provision to the Publisher.

**§ 6**

1. The Author declares that he/she has read and agrees to adhere to the publishing guidelines available on the journal's website.
2. The Author acknowledges and accepts the text of the copyright notice: © Copyright by Wydawnictwo Uniwersytetu Ekonomicznego w Katowicach [© Copyright by the Publishing House of the University of Economics in Katowice].

**§ 7**

1. The Publisher shall have the right to introduce any changes to the Work which are required for editing purposes.
2. If the Author refuses to introduce the changes to the Work which are requested by the Publisher, or if the Author fails to introduce such changes (correction, shortening, completion, etc.) within 14 days of the receipt of such request, the Publisher may withdraw from the Agreement without specifying any additional deadline and demand that any losses it has suffered as a result of such refusal or failure be remedied under the general rules.
3. The Author may be required to bear the costs of the changes to be made to the Work after the typesetting if the scope of such changes exceeds 10% of the total content of the Work.

**§ 8**

The Publisher may transfer the rights and obligations under this Agreement to a third party.

**§ 9**

Any changes or supplements to this Agreement shall be deemed null and void unless made in writing.

**§ 10**

Any disputes which may arise out of this Agreement shall be settled by a court of law having the jurisdiction over the Publisher's registered office.

**§ 11**

Any matters which are not provided for in this Agreement shall be governed by the provisions of the Civil Code and the Act on Copyright and Related Rights.

**§ 12**

The Author hereby gives his/her consent to the processing of his/her personal data by the Publisher as deemed necessary for the performance of the Agreement.

**§ 13**

The Agreement is made in two identical copies, one for the Publisher and one for the Author.

.....  
For the Author

.....  
For the Publisher