

PUBLISHING CONTRACT WITH THE AUTHOR

concluded on in Łódź between the Museum of Polish Children – victims of totalitarianism (hereinafter the “Museum”), ul. Piotrkowska 90, 90-103 Łódź, NIP No [Tax ID No]: 7252310241, represented by, Director of the Museum, hereinafter referred to as the “**Publisher**” and

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Name and surname, academic degree, address, PESEL No [Personal ID No], ID card number, affiliation], hereinafter referred to as the “**Author**”.

Clause 1

The Author declares that they are the creator of the article:

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hereinafter referred to as the “Work”, which forms part of “The Voice of Memory. The Annual of the Museum of Polish Children – victims of totalitarianism” (issue No:, year of publication:).

Clause 2

1. The Author declares that the Work is original and affirms that it was created with respect for the copyrights of other persons and for the personal rights of third parties.
2. The Author declares that the Work delivered to the **Publisher is its final version and that it has been prepared with due care in terms of its substance, form and language, to the standard required for the publication of such works.**
3. The Author declares that their copyright to the Work is not limited by any rights of third parties and, furthermore, that the use of and disposal of the Work by the Publisher in accordance with this contracts shall not infringe upon any rights of third parties. Should any claims arise on this account, the Author undertakes to satisfy them and to cover all costs, expenses and damages incurred by the Publisher as a result of such claims, within 14 days of receiving a summons from the Publisher or other persons.

Clause 17

1. The Author hereby grants the Publisher a non-exclusive licence to use the Work specified in Clause 1 sec. 1, in whole or in part, across all known fields of exploitation referred to in Article 50 of the Act on Copyright and Related Rights, including the following fields of exploitation:
 - a) digitisation of the Work by any technique into a format chosen by the Publisher;
 - b) storing the Work in computer memory, including on servers;
 - c) reproducing the Work by any technique, including printing, reprographic, magnetic recording and digital techniques, particularly in the form of an electronic book (e-book), audiobook and in multimedia networks, including the Internet and intranets, especially online, as well as by computer printout, on any medium known at the date of signing this contract;
 - d) distributing the Work separately or as part of multi-author works by introducing its copies into circulation, particularly in print, electronic (e-book) or audiobook form, in electronic publications, in multi-author works such as electronic databases, in electronic and digital products, including within electronic and digital databases (collections), including those accessible via multimedia networks like the Internet and intranets, as separate products or jointly with other products (including publications and as part of multi-author works);
 - e) with regard to the circulation of the original or copies of the Work: introducing its copies into circulation, lending or renting the original or copies, including for library and reading room networks, including electronic and digital ones;
 - f) making the Work available, including transmitting it via multimedia networks, particularly the Internet and intranets, as part of on-demand communication, including making the Work publicly available in such a way that everyone can access it at a place and time of their own choosing;
 - g) using the Work, in whole or in part, for informational, promotional and advertising purposes;
 - h) using the Work, in whole or in part, within compilations or in conjunction with other works, including in a multi-author publication;
 - i) distributing the Work under the terms of an open access or Creative Commons licence (sublicence).
2. The Author declares that the non-exclusive licence described in sec. 1 is granted to the Publisher:
 - a) with the right to grant sublicences;
 - b) without any quantitative or territorial restrictions;
 - c) from the moment the Work is accepted;

- d) for an indefinite period, with the right of termination by the Author with one year's notice, effective at the end of a calendar year.
- 3. The Publisher declares that it accepts the licence described in sec. 1-2.
- 4. The Author consents to the creation of derivative works based on the Work or its parts by the Publisher or on its behalf. The Author consents to the Publisher's use of and disposal of the rights to the derivative works referred to in the preceding sentence.
- 5. The Author grants the Publisher permission to exercise the derivative copyrights to the derivative works referred to in sec. 4 and transfers to the Publisher the right to authorise the exercise of derivative copyrights.

Clause 4

- 1. The Publisher is entitled to contact the Author via the Editorial Team, which, in the performance of its contract with the Publisher, has the right to represent the Publisher in the execution of this contract.
- 2. The Author undertakes to carry out the author's proofreading of the Work within the deadline set by the Editorial Team or authorises the proofreading to be carried out on their behalf.
- 3. The Author declares that, other than the proofreading described in this Clause, they shall not exercise author's supervision in any other form while the Publisher uses the Work under the granted licence.

Clause 5

The parties mutually agree that the granting of the licences referred to in Clause 3, in all the indicated fields of exploitation, the transfer of rights and the granting of permissions specified in Clause 3, as well as the transfer of ownership of the copy/copies of the Work and the media on which the Work has been stored, shall be **free of charge**.

Clause 6

- 1. The imprint page of each copy of the Work shall include the following notice: “**The Voice of Memory. The Annual of the Museum of Polish Children – victims of totalitarianism**’, year of publication:
- 2. The Author shall receive **one copy** of the Work in the form of a print-ready PDF file or a printed copy of the journal.

Clause 7

The price of a copy of the Annual, the size of individual print runs and reprints and the method of publication and distribution shall be determined by the Publisher.

Clause 8

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 *on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (General Data Protection Regulation) (Official Journal of the EU L 119, p. 1), hereinafter referred to as GDPR, the Publisher informs you that:

- 1) The Controller of your personal data is the Museum of Polish Children – victims of totalitarianism.
The German Nazi camp for Polish children in Łódź (1942-1945), 90-103 Łódź, ul. Piotrkowska 90, tel. 798 287 196, email: sekretariat@muzeumdziecipolskich.pl, represented by the Director – hereinafter referred to as the Museum.
- 2) The Inspector of Personal Data Protection, Arkadiusz Zarębski, can be contacted by email at: abi_daz@outlook.com.
- 3) Your personal data will be processed for the purpose of fulfilling the agreement, on the basis of:
 - Article 6(1)(b) of the GDPR – processing is necessary for the performance of an agreement to which the data subject is party or in order to take steps at the request of the data subject prior to entering into an agreement.
- 4) In connection with the processing of data for the purpose referred to in point 3, the recipients of your personal data may be:
 - public authorities and entities performing public tasks or acting on behalf of public authorities, to the extent and for the purposes that result from the provisions of generally applicable law;
 - other entities which, on the basis of relevant agreements signed with the Museum, process personal data for which the Museum is the Controller.
- 5) Personal data will be stored for the period necessary to achieve the purposes set out in point 3, and thereafter for the period and to the extent required by the provisions of generally applicable law, in accordance with the Act of 14 July 1983 on the national archival resource and archives and the official file classification system.
- 6) You have:
 - under Article 15 of the GDPR, the right of access to the personal data you have provided;
 - under Article 16 of the GDPR, the right to rectification of the personal data you have provided;
 - under Article 17 of the GDPR, the right to erasure of data where:
 - the data are no longer necessary for the purposes for which they were collected and there is no legal basis for their continued processing;
 - the personal data are being processed unlawfully;
 - under Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR;
 - the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of your personal data infringes the provisions of the GDPR;
- 7) Your personal data will not be subject to a decision based solely on automated processing, including profiling, pursuant to Article 22 of the GDPR.

- 8) The Controller does not intend to transfer your data to a third country or an international organisation.
- 9) Providing personal data is mandatory to the extent necessary to sign the agreement in accordance with the provisions of the Civil Code.

Clause 9

1. Any modifications and amendments to this Contract must be made in writing under pain of nullity.
2. In matters not regulated by this contract, the provisions of the Act of 4 February 1994 on Copyright and Related Rights and the provisions of the Civil Code shall apply.
3. Any disputes that may arise from this contract shall be settled by the courts with jurisdiction for the Publisher's registered office, according to Polish law and procedure.
4. This Contract has been drawn up in two identical copies, one for the Author and one for the Publisher.

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Author

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Publisher