Instytut Sztuki Polskiej Akademii Nauk



Institute of Art Polish Academy of Sciences

## **Author Licencing Agreement**

### **§**1

1. The Author declares that he/she holds the moral and economic copyrights in the Work, that these copyrights are not limited within the scope covered by this Agreement, and that the Work is a creative, original work and does not infringe the moral or economic rights of others. 2. Furthermore, the Author declares that the Work has been created by him/her personally, that it is not an adaptation, remaking or elaboration of someone else's work, and that until the date of this Agreement, the Work has not been published or distributed.

3. The Author grants the Publisher of "Kwartalnik Filmowy", namely The Institute of Art of the Polish Academy of Sciences, with its registered seat at ul. Długa 26/28, 00-950 Warsaw, Poland, a non-exclusive and royalty-free licence to use the Work, in accordance with the model licence "Attribution 4.0 – International" (CC BY 4.0) < https://creativecommons.org/licenses/by/4.0/legalcode> or any other language version of this licence or any later version of this licence published by Creative Commons.

4. The author grants the Publisher of "Kwartalnik Filmowy" permission to make the Work available to the public in accordance with the model licence "Attribution 4.0 – International" (CC BY 4.0) <a href="https://creativecommons.org/licenses/by/4.0/legalcode">https://creativecommons.org/licenses/by/4.0/legalcode</a> or any other language version of this licence or any later version of this licence published by Creative Commons.

§ 2

When sharing his/her contribution elsewhere, the Author is obligated to include full information about the original place of publication of the Work.

## § 3

The author undertakes to provide the Publisher with the following: instructions for illustrating the Work; a selection of illustrations and, if applicable, film excerpts, together with information about their sources; his/her own illustrations and, if applicable, film excerpts; the Author's statement on copyright clearance with third parties and on the permission for this material to be used by the Publisher in the fields of exploitation specified in the CC BY 4.0 licence without separate remuneration and without any restrictions.

## **§**4

If the Publisher makes the acceptance of the Work for publication subject to the Author introducing changes requested by the Publisher, the Author is obligated to reply in writing within seven days of being notified about this by the Publisher, specifying whether he/she is going to introduce the changes within the time period indicated by the Publisher. Failure to reply within the aforementioned time will be regarded as the Author's consent.

# § 5

The Publisher asserts the right to make necessary changes to the Work, as required by editorial processing.

#### **§**6

1. The entire Work should be returned with author corrections within ten days of the receipt of proofs from the Publisher.

ul. Długa 26/28, 00-950 Warsaw, telephone: (48 22) 50 48 200, 50 48 218; fax: (48 22) 831 31 49; e-mail: <u>ispan@ispan.pl;</u> NIP [taxpayer identification number]: 525-000-85-48, REGON [national business registry number]: 000325794, account for domestic payments: BANK BGK 18 1130 1017 0020 1466 5620 0001,

account for cross-border payments: BANK BGK IBAN PL 18 1130 1017 0020 1466 5620 0001 SWIFT GOSKPLPW

2. Failure to return the corrected Work within the time period specified above will be regarded as the Author's consent to the Work being published in the form sent for correction.

**§**7

This Agreement is concluded in document form; the conclusion is effected upon ticking the relevant checkbox, which indicates the acceptance of the terms and conditions of this Agreement, and upon submitting the Work to the Publisher through the system available at: <u>https://czasopisma.ispan.pl/index.php/kf</u>. Confirmation of the conclusion of the Agreement will be generated by the system and a relevant system notification will be sent to the Author.

The aforementioned system is available to users with a registered profile in this system. The registration process involves providing verification data, i.e. the Author's name, surname, e-mail address and ORCID identifier. Should any doubts arise as to the identity of the person submitting the Work to the Publisher, the Publisher asserts the right to perform additional verification, e.g. by contacting the Author by e-mail.

**§ 8** 

With regard to personal data protection, in fulfilment of the information obligation specified in Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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, we inform that the personal data controller is The Institute of Art of the Polish Academy of Sciences in Warsaw, with its registered seat at ul. Długa 26/28, 00-950 Warsaw. The personal data controller has appointed a Data Protection Officer to supervise the correctness of personal data processing, who can be contacted via e-mail at: iod@ispan.pl. Further information available at: http://www.ispan.pl/pl/o-instytucie-sztuki-pan/rodo.

**§ 9** 

In matters not regulated under this Agreement, regulations of the Polish Copyright Act of 4th February 1994 (*Prawo autorskie i prawa pokrewne*, Journal of Laws 1994, no. 24, item 83, as amended) and the Polish Civil Code apply.

### § 10

All and any disputes arising from this Agreement will be resolved by a general court competent for the registered seat of the Publisher.