Publishing Licence Agreement

§1

- 1. The Author represents that she/he is the owner of moral and economic copyright in the Work, that the copyright is not restricted or encumbered within the scope of this Agreement and that the Work is an original creation that does not infringe upon any economic or moral copyright of other persons.
- 2. The Author furthermore represents that the Work is original to the Author, that it is not an adaptation, modification or edition of anybody else's work and that the Work has not been published or disseminated until the day on which this Agreement is entered into.
- 3. The Author grants the Publisher of *Pamiętnik Teatralny* a non-exclusive royalty-free licence to use the Work in accordance with the *Creative Commons Attribution-No Derivatives* 4.0 *International Public License* (CC BY-ND 4.0) template in Polish https://creativecommons.org/licenses/by-nd/4.0/legalcode.pl or any other language, or in accordance with any later version thereof published by Creative Commons.
- 4. The Author grants the Publisher of *Pamiętnik Teatralny* permission to disseminate and make the Work available to the public in accordance with the *Creative Commons Attribution-No Derivatives 4.0 International Public License* (CC BY-ND 4.0) template in Polish https://creativecommons.org/licenses/by-nd/4.0/legalcode.pl or any other language, or in accordance with any later version thereof published by Creative Commons.

§2

In the event of any further publication or dissemination of the Work, the Author shall give full information about the place of the first publishing thereof.

§3

The Author is obliged to provide the Publisher with instructions on how the Work should be illustrated along with a selection of illustrations including information about their sources as well as the Author's own illustrations; the Author shall also provide the Publisher with the Author's declaration stating that the right of the Publisher to use the illustrations within the fields of exploitation specified in CC BY-ND 4.0 without any additional remuneration and without limitation has been secured as any obligations deriving from copyright of third parties have been fulfilled.

§4

Should the Publisher make acceptance of the Work conditional upon specific revisions to be made by the Author, the Author is obliged to reply in writing within 7 days from receipt of the Publisher's notification to that effect whether the Author will revise the Work within the timeframe suggested by the Publisher. The lack of reply within the specified term shall be deemed to mean the Author's consent and acceptance.

The Publisher has the right to make in the Work any changes that are necessary for editing purposes.

§6

- 1. Having completed final review, the Author shall return the full Work no later than 10 after the Work was delivered to the Author.
- 2. Failure to send the final version of the Work back to the Publisher within the specified time shall be tantamount to the Author's approval to publish the Work as it was sent by the Publisher for final review.

§7

This Agreement is concluded in documentary form upon ticking a checkbox that expresses the Author's acceptance of the terms and conditions of the Agreement, and by sending the Work to the Publisher via the system that can be accessed at https://czasopisma.ispan.pl/index.php/. The system will confirm that the Agreement has been concluded by generating and sending to the Author a system notification to that effect.

The aforementioned system is accessible to any person who has registered to the system and created a user profile. Registration process requires supplying personal identification data, to wit: first name, surname, e-mail address, and ORCID identifier. Should there be any doubt as to the identity of the person who has submitted the Work with the Publisher, the Publisher reserves the right to request additional verification by other means, such as e-mail.

§8

As regards the protection of personal data, pursuant to Art. 13 of the 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, we inform that the Instytut Sztuki Polskiej Akademii Nauk w Warszawie having its registered office at ul. Długa 26/28, 00-950 Warszawa, is the controller of your personal data. The controller of personal data has appointed a Data Protection Officer who oversees personal data processing and can be contacted by e-mail at iod@ispan.pl. For more information go to http://www.ispan.pl/pl/o-instytucie-sztuki-pan/rodo