

## License and publishing agreement

concluded on ..... between:

### **CENTRUM NAUKOWO-BADAWCZE OCHRONY PRZECIWPOŻAROWEJ IM. JÓZEFA TULISZKOWSKIEGO – PAŃSTWOWY INSTYTUT BADAWCZY**

hereinafter referred to as Publisher  
and

.....  
(Name and surname of the Author)  
residing at:

.....  
hereinafter referred to as **the Author**.

### **§ 1**

#### **Subject of the agreement**

The subject of the Agreement is granting to the Publisher by the Author a non-exclusive license to use the following work: .....

....., hereinafter referred to as „**the Work**”, which will be published in the magazine “Safety & Fire Technology” (before 2019: BITP. Bezpieczeństwo i Technika Pożarnicza/Safety & Fire Technique) ISSN 1895-8443.

### **§ 2**

#### **License**

1. The Author grants the Publisher a non-exclusive license to use the Work in the following fields of exploitation:
  - 1) producing specific copies of the Work, including printing, reprographing, magnetic recording and digital technology;
  - 2) placing on the market, lending or leasing of the original or copies of the Work;
  - 3) public execution, display, projecting, reproduction and broadcasting as well as reemitting, and making the Work available to the public in such a manner that everyone can have access to it/them in the place and time chosen by them.
2. The Author agrees for the Work translated to languages other than Polish to be distributed and to multiply the translation of the Work using printing and digital technology, disseminating the translation of the Work online in the Internet under the terms of the agreed license.
3. In accordance with the accepted version of the license, the Author has the right to distribute his/her Work (eg. put it in the repository), but is obliged to mention the magazine “Safety & Fire Technology” as the original place of publication of the Work.
4. The license is granted for an indefinite period of time and remains unlimited territorially.
5. The Author allows the Publisher to use and dispose of the elaborations of the Work.
6. The author allows the Publisher to incorporate the Work and its publications into other works in a manner chosen by the Publisher.
7. The Publisher may grant sub-licenses to the Work.
8. The Author transfers to the Publisher the ownership of any copies of the Work delivered to the Publisher.
9. The Publisher has the right to sell all copies of the Work printed during the license period.

### **§ 3**

#### **Author's personal rights**

The Publisher is obliged to mark the Work in a manner agreed with the Author.

#### **§ 4**

##### **Publisher's obligations**

1. The Publisher grants to third parties a sublicense of the Work with the provisions identical to the Creative Commons license template "Attribution-ShareAlike 4.0 International" (also known as CC-BY-SA 4.0) or another language version of this license or any later version of this license, published by the Creative Commons organization.
2. The Publisher makes the Work available in such a manner that everyone can have access to it in the place and time chosen by them without any restrictions (including without technical limitations or technical safeguards).

#### **§ 5**

##### **Remuneration**

The Author agrees and acknowledges that he/she will not receive any remuneration from the Publisher for the publication of the Work and handing over to the Publisher the non-exclusive license mentioned in § 2 of the Agreement.

#### **§ 6**

##### **Declarations and responsibility**

1. The Author declares that he is entitled to the full copyright of the Work and that there are no legal obstacles to conclude the Agreement.
2. The Author declares and ensures that the Work sent to the Publisher has not been published anywhere, but making the working version of the Work available with a clear indication that it is not the final version of the Work (eg. "working version", "draft" or "work-in-progress") is not treated as a Publication.
3. Moreover, the Author declares that in case of entering into other agreements in the future regarding the Work, he/she will ensure that the provisions of this Agreement will still be respected.
4. In the event that a third party raises claims related to the Work, the Author will cover all damages incurred by the Publisher in connection with this situation.
5. The Author declares that he/she has read the document "Publication Ethics and Publication Malpractice Statement" available on the magazine website and accepts its entries.

#### **§ 7**

##### **Information obligation**

1. According to 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), hereinafter referred to as RODO, the Publisher informs that:
  - 1) the Administrator of the personal data of the Author, within the meaning of the Regulation, is Centrum Naukowo-Badawcze Ochrony Przeciwpożarowej – Państwowy Instytut Badawczy located in Józefów, ul. Nadwiślańska 213, 05-420 Józefów,
  - 2) the person designated to provide explanations and information related to the processing of personal data of the Author is Data Protection Supervisor. Contact details of the Publisher's Data Protection Supervisor e-mail address: [iod@cnbop.pl](mailto:iod@cnbop.pl), tel. 22 769 33 63;
  - 3) the personal data of the Author will be processed in order to conclude and execute the agreement, pursuant to art. 6 par. 1 letter b) of the Regulation,
  - 4) entities to which personal data will be disclosed in connection with the activity conducted by the Publisher, may be the recipient of the personal data of the Author,
  - 5) personal data of the Author will be kept for a period of time which is necessary to achieve the purpose of processing,
  - 6) the Author has the right to access the content of his/her data and to rectify it, delete it, limit its processing, to transfer data and to raise objections to its further processing,

- 7) The author has the right to lodge a complaint to the supervisory body when he/she recognizes that the processing of his/her personal data violates the provisions of the Regulation,
- 8) providing personal data by the Author is voluntary, however, the consequence of not providing personal data will be the inability to process personal data for the purpose indicated above.

## **§ 8**

### **Miscellaneous provisions**

1. All changes and additions to the Agreement require for their validity to be in writing under pain of nullity.
2. The Agreement was drawn up in two identical copies, one for each Party.

.....  
**Author**

.....  
**Publisher**