

CONTRACT

concluded in Tarnów on between:

Małopolska School of Economics in Tarnów, Poland, 33-100 Tarnów, ul. Waryńskiego 14 represented by

Rector – dr Michał Koziół – hereinafter referred to as the "Publisher" and

Ms / Mr residing in

hereinafter referred to as the "Author", with the following content:

§ 1

1. The Author declares that he has written a scientific article in English, entitled:, hereinafter referred to as the "work".
2. The Author provided the work to the Publisher in an electronic version, in the form of a file saved in Word (.doc, .docx).
3. The Author provided the work to the Publisher for publication in continuous publishing: "The Małopolska School of Economics in Tarnów Research Papers Collection" ISSN 1506-2635, e-ISSN 2658-1817 and for publication referred to in § 4 para. 1 point d-h and in § 6 para. 1.

§ 2

1. The Author declares that the work is the result of his work; it is completely original and does not contain any borrowings from other works that could make the Publisher responsible and does not infringe the copyrights of others.
2. The Author declares that when using illustrations and other legally protected materials in the work, he has obtained the written permission of the persons who are their authors/publishers and has settled the related costs and fees so that the Publisher shall not be charged with any obligations in this respect in the future.
3. The Author declares that his copyrights to the work in question are not limited in the scope covered by this contract.
4. The Author declares that the work has not yet been published or otherwise disseminated, nor has it been simultaneously submitted to another entity for publication or dissemination in another way.
5. The Author indicates as affiliation ...
6. The Author declares that in connection with the work mentioned in § 1 para. 1 there is no conflict of interest.
7. The Author declares that the work was financed with funds from

§ 3

The Publisher declares that he has read the work and accepts it for publication in English on the terms set out in this Contract.

§ 4

1. The Author transfers to the Publisher on an exclusive basis copyrights to the work referred to in § 1 para. 1 of the Contract in the scope of exclusive multiple publication of the work, as well as the use of the work in all fields of exploitation known at the date of signing this contract, including in particular:
 - a) recording and reproduction of the work in print and making publicly available copies of the work thus prepared (publication of the work);
 - b) placing copies of the work, including digital copies, on the market;
 - c) renting, leasing, lending, sharing for a definite and indefinite period;
 - d) digitization, conversion to a specific format, recording and reproduction of the work without any quantitative restrictions by a digital recording technique: in the memory of computers, including those serving as servers, including networks such as Internet and Intranet and other ICT networks, in particular online, also on any medium known as at the date of signing this contract for digital recording in various available formats, in particular in the form of CDs, pen drives and memory cards, as well as in the form of computer printouts;
 - e) disseminating the work without any quantitative restrictions, separately or as part of collective works, in particular by placing copies on the market of which the work or fragments thereof have been recorded using the recording and reproduction techniques referred to in para. 1, including in the form of electronic publications (e-books), also in works of collective type of electronic databases, on every medium known at the date of signing this Contract;
 - f) public and non-public sharing (dissemination) of the work in such a way that anybody can have access to the work or a fragment thereof at a place and time chosen by them, in particular by sending the work via the Internet and Intranet and other ICT networks, including also online and as part of on-demand communication (on request), also using electronic mail;
 - g) publication of the work in electronic form on the Publisher's website;
 - h) placing and consenting to the work being placed in open institutional repositories of colleges and other scientific institutions kept in electronic form on their websites;
 - i) viewing, displaying, downloading, copying using computers, ICT networks, digital recording media and other ICT devices, making computer printouts and printing from a website;
 - j) use of the work and its fragments for informational, promotional and marketing purposes.
2. The Publisher has the exclusive right to dispose of the work in whole or in parts. The Publisher's use of the work to the extent specified in para. 1, para. 4 and para. 5 is not limited in time, quantity or territory.
3. Transfer of copyright within the scope specified in para. 1 and in para. 4 and para. 5 takes place upon conclusion of this Contract.
4. The Author transfers to the Publisher the exclusive right to exercise dependent copyright, in particular to carry out work and modify the work and to use and dispose of the work's modifications and work to the extent specified in paragraphs 1 and 2, including performing all activities related to the adaptation of the work for dissemination, in particular to perform technical treatments such as shortening, splitting, division into fragments and other modifications, as well as related to development for promotional and marketing purposes.
5. The Author transfers to the Publisher the exclusive right to authorize the exercise of dependent copyrights to third parties and to allow third parties to use and dispose of modifications and arrangements of the work to the extent specified in paragraphs 1 and 2.

§ 5

1. The Publisher undertakes to publish the work for the first time in the form specified in § 6 para. 1 no later than
2. The Publisher undertakes to notify the Author in writing about the date of the next editions of the work.

§ 6

1. The Parties agree that the publication of the work shall take place in electronic form (publication in the periodical "The Małopolska School of Economics in Tarnów Research Papers Collection") in the publication system of the OJS journal on the website: <http://zn.mwse.edu.pl>), in the form of an electronic record, referred to in § 4 para. 1 points d–f, as well as in printed form (published in the journal "The Małopolska School of Economics in Tarnów Research Papers Collection").
2. The Parties agree on the following copyright notice: © Copyright by Małopolska School of Economics in Tarnów, 2020.
3. The method of publishing the work in print and the sale price of one copy of the work is determined by the Publisher.
4. The number of copies of the work in the first and subsequent editions and the number of editions shall be determined by the Publisher.
5. The number of copies of the work in editions in the form of an electronic record and the number of editions shall be determined by the Publisher.
6. The publisher has the right to renew publication of the work in printed form, electronic record and in electronic form. The number of renewals shall be determined by the Publisher

§ 7

1. The Parties agree that by the Author's delivery of the work to the Publisher in the form mentioned in § 1 para. 2, the Author's transfer of the proprietary copyrights to the Publisher within the scope specified in § 4 of this contract and the Author's correction shall take place free of charge. The Author shall not receive any remuneration for these titles.
2. The Author shall receive one free copy of the publication: "The Małopolska School of Economics in Tarnów Research Papers Collection", containing the work from the first edition, published in printed form.
3. The Publisher may share printouts of the electronic publication "The Małopolska School of Economics in Tarnów Research Papers Collection" with third parties. Only the Publisher shall decide about making printouts available to third parties. Only the Publisher shall decide on what conditions the printout shall be made available to a third party, including whether for a fee or free of charge, in what number, from which issue etc.

§ 8

1. The Parties agree that the Publisher shall make the work published electronically available on its website under a Creative Commons license Attribution – Non-commercial use – No derivative works 4.0 International (CC BY-NC-ND 4.0) in the version available on the website: <http://creativecommons.org/licenses/by-nc-nd/4.0/deed.pl> or based on any subsequent version of this license published by Creative Commons.
2. The Parties agree that the Publisher may, at its discretion, place and agree to include the work previously published in the journal " The Małopolska School of Economics in Tarnów Research Papers Collection" in the open institutional repositories of universities and other scientific institutions maintained in electronic form on their websites and make it available to users under a Creative Commons license Attribution Recognition – Non-commercial use – No derivative works 4.0 International (CC BY-NC-ND 4.0) in the version available at: <http://creativecommons.org/licenses/by-nc-nd/4.0/deed.pl> or based on any subsequent version of this license published by Creative Commons.
3. The Author undertakes not to exercise personal copyright rights to the work shared on the license referred to in para. 1.1 and para. 2 to the extent that they may conflict with the provisions of this license.

§ 9

The Publisher has the right to make necessary changes to the work resulting from editorial development.

§ 10

1. The Author has the right and obligation to make an Author's correction of the work until it is signed for printing and signed for publication in electronic form.
2. The Author's correction and the return of the entire work after the correction (in the form specified in § 1 para. 2) should take place within 15 days from the moment of delivering the text to the Author for correction.
3. Refusal to make an Author's correction or failure to submit a correction within the time limit set by the Publisher shall be deemed to be the Author's consent to release the work in the form sent for correction.
4. In the event that corrections for which the Author is responsible exceed 3% of the total composition, the costs of correction may be charged to the Author.

§ 11

Any changes and additions to this contract must be in writing to be valid.

§ 12

In matters not covered by this contract, the provisions of the Act on Copyright and Related Rights and the Civil Code shall apply.

§ 13

Any disputes arising from this Contract shall be settled by the court competent for the seat of the Publisher.

§ 14

The contract was drawn up in two identical copies, one for each Party.

.....
(Publisher)

.....
(Author)

INFORMATION CLAUSE FOR THE AUTHOR

1. The administrator of your personal data is the Małopolska School of Economics in Tarnów, ul. Waryńskiego 14, 33-100 Tarnów. Contact address: mwse@mwse.edu.pl.
2. The legal basis for data processing is:
 - fulfilling the legal obligation incumbent on the data administrator;
 - performance of a contract to which the data subject is a party.
3. Personal data are processed for the period necessary to achieve the purpose for which they were collected.
4. Your personal data may be entrusted to other entities in order to operate and maintain the IT infrastructure in which they are processed.
5. Personal data is provided only to authorized recipients of data on the basis of legal provisions.
6. You have the right to access the content of your personal data and the right to correct it, as well as delete, limit processing, object to the processing – to the extent specified in the provisions of the General Regulation on the Protection of Personal Data (GDPR). In order to exercise your rights, please contact the Data Administrator.
7. You have the right to lodge a complaint with the Office for the Protection of Personal Data (OPPD), if you feel that the processing of your personal data violates the provisions on the protection of personal data.

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