

COPYRIGHT TRANSFER AGREEMENT

concluded on in by and between

the Association of Polish Canonists, Al. Raclawickie 14, c-742, 20-950 Lublin represented by
Józef Krukowski, the chairman of Polish Canonists
and Mirosław Sitarz, the secretary and treasurer of Polish Canonists
hereinafter referred to as the Publisher
and
hereinafter referred to as the Author

§ 1

1. The Author represents and warrants that he/she is the creator of the work as defined in the Copyright and Neighbouring Rights Act (hereinafter referred to as the "Work").
2. The Author represents and warrants that:
 - 1) he/she enjoys exclusive and unlimited copyright (moral and economic) in the Work;
 - 2) he/she can dispose of the copyright in the Work to the extent necessary to enter into and perform this Agreement;
 - 3) his/her economic rights in the Work have not been seized in the meaning of the provisions on enforcement proceedings;
 - 4) he/she is the sole Author of the Work;
 - 5) the Work is not a derivative version, alteration or adaptation of anyone else's Work;
 - 6) the Work has not been published or disseminated before.

§ 2

1. The object of this Agreement is the Work

.....
..... to be published in "Biuletyn Stowarzyszenia Kanonistów Polskich"
.....[Vol., Year, No].

2. is the Author/are the Authors of the Work.

§ 3

1. The Author transfers to the Publisher all economic rights in the Work listed in §2.
2. The transfer of economic rights in the Work shall include the following fields of exploitation:
 - a) within the scope of fixation and reproduction of the Work – production of copies of the Work with the use of specific technology, including printing, reprography, magnetic storage and digital technology (digitization);
 - b) within the scope of trading in the original Work or the copies on which the Work was fixed – marketing, lending for use or renting the original or its copies;
 - c) within the scope of dissemination of the Work in a manner other than defined in subparagraph b – public exhibition as well as making the Work (including its digital version) available to the public in such a manner that anyone may access it at a place and time of their choosing.
3. Within the scope defined in paragraph 2 the Publisher shall be entitled to use or resale the Work.
4. The Agreement shall be concluded for an indefinite period of time.

§ 4

The Author is obliged to deliver the Work consistent in form and substance with the requirements laid down by the Publisher in the Information for Authors.

§ 5

The Publisher is obliged to provide the Author with one copy of the "Biuletyn Stowarzyszenia Kanonistów Polskich", in which the Work was published.

§ 6

1. The Publisher shall be entitled to make editorial revisions in the Work.
2. After editorial revisions, typesetting and text make-up have been done, the Author shall receive the text for proofreading. If the Author fails to send back the proofread text within two weeks, it shall be understood that he/she consents to the publication of the text in its present form.
3. The Author shall bear the costs resulting from any changes made in the text for which the fault lies with the Author after the typesetting has been started, if these changes result in exceeding the cost of typesetting by more than 3%.

§ 7

1. Disputes arising out of or in connection with the Agreement shall be resolved amicably. If the parties fail to reach an amicable resolution the jurisdiction shall reside in the Court in Lublin.
2. To all matters not stipulated for herein, the provisions of the Copyright and Neighbouring Rights Act and the provisions of the Civil Code shall apply.
3. Any and all changes and amendments to the Agreement shall be made in writing or else shall be null and void.
4. The Agreement has been drawn up in two counterparts.

Publisher

Author