



PUBLISHING AGREEMENT

no concluded on in Warsaw between:

INSTYTUT ARCHEOLOGII I ETNOLOGII POLSKIEJ AKADEMII NAUK (THE INSTITUTE OF ARCHAEOLOGY AND ETHNOLOGY, POLISH ACADEMY OF SCIENCES), referred to as IAE PAN with its registered seat in Warsaw, at (00-140), Aleja Solidarności 105, represented by the editor **prof. Dariusz Główka**, Deputy Director for General Affairs hereinafter referred to as the „**PUBLISHER**”

and

.....
(name and surname)

residing in : ; ____-____
(country, postal code, city, street, house number, apartment number)

ID No....., ORCID

hereinafter referred to as the „**AUTHOR**”

both hereinafter referred to as the „**Parties**”

§ 1.

1. The subject matter of this agreement is the work to be published in a ..[n°]... volume of a journal KWARTALNIK HISTORII KULTURY MATERIALNEJ hereinafter referred to as the „**Work**”.
2. Upon signing this agreement, the Author transfers to the Publisher without remuneration economic rights to the Work in following exploitation fields: (a) publish the work, (b) reproduce, (c) publicly playback the work, (d) produce copies of the work using any technique, (e) broadcast and rebroadcast, (f) making the work available to the public in such a way that everyone can have access to them at the place and time chosen by them.
3. Moreover, the Author (a) allows for drawing up and disposal of compilations of the work, (b) waives the intermediation of copyright collection societies at the conclusion of this agreement, (c) transfers the right to exercise ancillary copyright to the compilation of the work, (d) transfers to the PUBLISHER the right to consent to the disposition and use of the compilation of the work by other entities in the fields of exploitation listed in this Agreement.
4. The AUTHOR agrees that the PUBLISHER can exercise her/his moral rights to the Work, according to the needs of the PUBLISHER resulting from the method of disseminating the Work adopted by the PUBLISHER for information, promotional or commercial purposes, in particular: (a) making changes and additions, including editorial corrections in the Work which the PUBLISHER considers necessary to disseminate the Work in such form; (b) deciding whether to distribute all or part of the Work, alone or in combination with other works.
5. The Publisher is obliged to disseminate the Work in print within two years from the date of signing this Agreement.
6. In case of not keeping the term assigned hereinabove in point 5 the Publisher forfeits the rights designated in point 2 of this contract and the contract is no longer effective.
7. The AUTHOR declares and warrants that the work and all its components are the result of only his/her work or the use of public domain resources / resources under open licenses and does not infringe property rights, or moral rights or other rights of third parties (including right to publicity), public order or decency, and was not entrusted to the board of any collective management organization.



8. The AUTHOR declares that up to the date of signing the contract he/she has not made any property copyright ordinances, has not granted any licenses to use of these rights, nor has restricted the exercise of moral and ancillary copyright.
9. The PUBLISHER shall make accessible to the AUTHOR with no remuneration – a PDF- file of the chapter for dissemination.
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§ 2.

1. The Author declares that all claims against IAE PAN affected by the Author's infringements of economic or moral rights of third parties shall be satisfied at his own costs.

§ 3.

1. Any communication between the Parties regarding the implementation of this Agreement may take place by electronic means.
2. Any amendments to this Agreement shall be made in writing, otherwise being null and void.
3. In all matters not provided for in this Agreement the binding provisions of Polish law shall apply, including but not limited to, the provisions of the Polish Civil Code.
4. Any dispute which may arise in connection with this Agreement shall be settled first by dispute resolution and then, if needed, by Polish courts that have territorial jurisdiction over the PUBLISHER.
5. The AUTHOR declares that he has received and read the information about the processing by the PUBLISHER of his/her personal data in connection with the implementation of this contract. This information constitutes Annex 1 to this Agreement.
6. This Agreement has been executed in two copies, one counterpart for each Party.
7. The Parties mutually declare that the signing of this agreement and all documents relating to its implementation and settlement may follow in electronic. All documents remain valid in the form of an electronic file with the possibility of identifying the data of the person signed also when one of the Parties signed the agreement by qualified electronic signature and the other by the hand.
8. The date of closing the agreement is the date when the agreement signed by the contractor was received by the Institute. The confirmation of receiving the agreement in paper form is the date of receiving in the Registration Journal enforced by an appropriate stamp; for the electronic form, it is the date of receiving at the e-mail kwartalnik@iaeapan.edu.pl address confirmed by an appropriate printout.

AUTHOR

PUBLISHER



INFORMATION CLAUSE

- 1) Your personal data is controlled by INSTYTUT ARCHEOLOGII I ETNOLOGII POLSKIEJ AKADEMII NAUK with its registered seat in Warsaw, at (00-140), Aleja Solidarności 105 (PUBLISHER).
- 2) You can contact the PUBLISHER via email: iod@iaepan.edu.pl.
- 3) Your personal data will be processed:
 - a. for the purpose of fulfilling the contract - the legal basis being that processing is necessary for the performance of a contract to which the data subject is a party (Article 6, paragraph 1, point (b) of the General Data Protection Regulation 2016/679 ("Regulation 2016/679"));
 - b. for the purpose of fulfilling the PUBLISHER's public-law obligations, especially with regard to insurance, health, and tax law - the legal basis being compliance with legal obligations to which the PUBLISHER is subject (Article 6, paragraph 1, point (c) of Regulation 2016/679);
 - c. if necessary, to establish a claim, redress, or to defend against a claim - the legal basis being legitimate interests pursued by the PUBLISHER (Article 6, paragraph 1, point (f) of Regulation 2016/679).
- 4) Your personal data can be transferred to parties that provide the PUBLISHER with services related to the fulfillment of this contract, such as:
 - a. accounting and tax services providers,
 - b. IT system and service providers,
 - c. mail and messenger service providers,
 - d. banks,
 - e. document archiving companies,
 - f. legal service providers,
 - g. other parties that provide services necessary for the fulfillment of this contract.
- 5) 5) Your personal data will be processed for the period of the performance of the contract. The personal data processing period can be extended to a limitation period every time the processing of personal data becomes necessary to pursue or defend against possible claims by the PUBLISHER. After such time the data will only be processed in the scope and period required by law.
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- 8) You have the right to object to the processing of your personal data on the basis mentioned in 3c) due to your specific situation.
- 9) Provision of data by the Author is voluntary but indispensable for an effective and correct editorial process and the consequence of not providing the personal data shall be the prevention of participation in the process of text publishing in the Institute of Archaeology and Ethnology Polish Academy of Sciences Publishing House.