

AGREEMENT for the Creation of a Work and Transfer of Economic Copyrights

concluded on 20..... in Rzeszów and between:

University of Rzeszów (UR), with its registered office in Rzeszów, al. Rejtana 16c,

hereinafter referred to as the "PUBLISHER",

represented by Prof. Elżbieta Feret - Editor-in-Chief

and.....

residing at

NIP (Tax Identification Number)

hereinafter referred to as the "AUTHOR",

it has been agreed as follows:

§1

1. The PUBLISHER declares that, within the scope of its activities, it publishes the journal TRANSBORDER ECONOMICS. International Journal on Transborder Economics, Politics and Statistics, hereinafter referred to as the 'journal'.

2. The PUBLISHER shall publish the article submitted by the AUTHOR entitled hereinafter referred to as the "work", in the journal.

§2

1. The AUTHOR declares that the work has been created without infringing anyone's copyright and that the AUTHOR's rights to the work, to the extent covered by this agreement, are not restricted by any third-party rights.

2. The AUTHOR declares that the work has been created to the best of his knowledge and ability and in accordance with the principles applicable to the creation of works of this kind. The content of the work complies with the legal provisions in force on the date of signing this agreement.

§3

1. The PUBLISHER may request the AUTHOR, immediately prior to the publication of the work, to make additions, updates or amendments to the work in accordance with the PUBLISHER's suggestions. The AUTHOR undertakes to make the specified amendments within 14 days of the PUBLISHER's request.

2. The Parties agree that, should the amendments requested by the PUBLISHER not be carried out within the time limit referred to in paragraph 1, the PUBLISHER may terminate the agreement with immediate effect.

§4

1. Delivery of the work shall take place electronically.

2. The AUTHOR may not entrust the creation of the work to third parties nor transfer to a third party any rights or obligations arising from this agreement.

3. Unless the Parties agree otherwise, the AUTHOR shall create the work using their own materials, equipment and tools.

§5

1. Upon acceptance of the work, the AUTHOR shall transfer to the PUBLISHER, free of charge, all economic copyright to use and dispose of the work, without any time limit, both domestically and abroad, in whole or in part, in the PUBLISHER's electronic products, including within electronic (collections) of data and within products, including databases, accessible via multimedia networks, e.g. intranet and the Internet, as well as in other products, including the PUBLISHER's publications (in particular in book publications), for an unlimited period, either as separate products or in conjunction with other products (including publications and within collective works, including databases) in the fields of exploitation specified in Article 50 of the Copyright Act, including the following fields:

a) recording the work without any quantitative restrictions, by any technique, including printing, digital, reprographic, electronic, photographic, optical and laser techniques, by magnetic recording, on any medium, including electronic, optical and magnetic media, floppy disks, CD-ROMs, DVDs and paper,

b) reproducing the work without any quantitative restrictions, by any possible technique, including printing, reprography, digital, electronic, laser, photographic, by magnetic recording, optical means, on any medium, including electronic, optical and magnetic media, floppy discs, CD-ROMs, DVDs, paper, and via an online system;

c) the loading of the work into computer memory and multimedia networks, including the Internet and internal networks such as intranet, without any quantitative restrictions, as well as the transmission of the work within the aforementioned networks, including online,

d) distribution of the work, including its placing on the market, in particular in printed form, in book form (including as part of collective works), in periodicals, as part of electronic products, including within electronic databases, on magnetic, digital and optical media, electronic media, including CD-ROMs, floppy discs and DVDs; via multimedia networks, including

internal networks (e.g. intranet) and the Internet, in an online system, through on-demand transmission, and by lending the work;

e) lending, hiring, letting, leasing or exchanging media on which the work has been fixed, recorded and reproduced in accordance with the letter (a) and (b) of this paragraph, using any technique for making the work available, in particular those specified in the letter (c) and (d) of this paragraph,

f) broadcasting the work by means of a visual signal (wired or wireless) via a terrestrial station or via satellite,

d) the performance and exhibition of the work,

e) making the work available to the public in such a way that anyone may have access to it at a place and time of their choosing,

f) using the work for the purposes set out in paragraph 2;

g) in an unlimited number of editions and print runs,

h) and the AUTHOR also transfers to the PUBLISHER the exclusive right to authorise the exercise of derivative copyright in adaptations of the work, including the right to consent to their creation, insofar as such consent is necessary.

2. The PUBLISHER shall also have the right to use the work and extracts thereof for informational, promotional and marketing purposes.

3. Under this agreement, the PUBLISHER acquires, for an indefinite period, in particular the right to produce, or to commission third parties to produce, adaptations of the work, including abridgements and summaries, and to use and dispose of such adaptations within the fields of exploitation specified in paragraphs 1 and 2. The AUTHOR shall not be entitled to any remuneration in respect of the above.

4. The AUTHOR hereby authorises the PUBLISHER to exercise the moral rights in the work to the extent of:

a) deciding on the first public disclosure of the work,

b) supervising the manner in which the work is used.

5. The AUTHOR waives the right to exercise authorial supervision prior to the distribution of the work.

6. The AUTHOR transfers to the PUBLISHER ownership of the medium on which the original work is recorded.

7. Pursuant to Article 21(21) of the Act on Copyright and Related Rights, the AUTHOR waives the right to use a collective management organisation for the use of the work consisting of making the work publicly available in such a way that anyone may have access to it at a place and time of their choosing.

§6

The AUTHOR waives any remuneration for all rights granted to the PUBLISHER and for all benefits arising from the conclusion of this agreement.

§7

The PUBLISHER is authorised to transfer to any third party all rights and obligations arising from this agreement.

§8

The PUBLISHER declares that it is a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

§9

In matters not covered by this agreement, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code and the Act on Copyright and Related Rights.

§10

Any disputes that may arise during the execution of this agreement shall be settled by the ordinary courts having jurisdiction over the PUBLISHER's registered office.

§11

Any amendments to this agreement shall require the consent of both parties, expressed in writing, otherwise they shall be null and void.

§12

In the event of any discrepancy between the Polish and English language versions, the Polish language version of the agreement shall prevail.

§13

This agreement has been drawn up in two identical copies, one for each Party.

AUTHOR

PUBLISHER

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GDPR information notice on the processing of authors' personal data

1. In connection with the entry into force on 25 May 2018 of 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: GDPR), we hereby inform you that, pursuant to Article 13 of the GDPR, from 25 May 2018 you will be entitled to the rights set out below in relation to the processing of your personal data by the University of Rzeszów.

1) The Data Controller is the University of Rzeszów, Aleja Rejtana 16c, 35-959 Rzeszów, tel. +48 17 872 10 00

(switchboard), tel./fax: +48 17 872 12 65, email: info@ur.edu.pl, Tax Identification Number (NIP): 813-32-38-822, National Business Registry Number (REGON): 691560040, represented by the Rector of the University of Rzeszów.

2) Contact details for the Data Protection Officer at the University of Rzeszów: +48 17 872 34 39, +48 17 872 36 46 and email address: iod@ur.edu.pl

2. The University of Rzeszów may process your personal data with the consent of the data subject (legal basis for processing GDPR Article 6(1)(a)) for the purpose of carrying out the following

a) related to the editing of academic articles, publication and dissemination, contact with authors,

b) for analytical or statistical purposes arising from the journal's legitimate interest, e.g. reporting (Article 6(1)(f) GDPR)

3. The University of Rzeszów may process your personal data for the performance of the agreement to which you are a party (legal basis for processing: Article 6(1)(b) of the GDPR) for the purpose of handling the following processes:

· Fulfilling agreements with customers, service providers and suppliers (services such as typesetting and printing of the journal, website administration, etc.);

a) publishing articles in external databases and publishing platforms operated by third parties;

4. The University of Rzeszów may process your personal data in order to comply with a legal obligation (legal basis for processing: Article 6(1)(c) and (e) of the GDPR) for the purpose of managing processes related to the publication of the journal.

5. In connection with the processing of data for the purposes set out in points 3 and 4, your personal data may be disclosed to other recipients or categories of recipients of personal data. The recipients of your personal data may only be entities authorised to receive your data, including third countries, in justified cases and on the basis of relevant legal provisions. Some of the data relating to authors, reviewers and members of the journal's scientific board – namely, their full name, academic affiliation, and, where applicable, their employment address and work email address – are made publicly available on our websites, in the print editions of our journals, and are disseminated solely in conjunction with the relevant academic articles. Your data is not disclosed to external parties in any other way. The basis for this disclosure is the necessity to carry out our tasks (Article 6(1)(b) of the GDPR). Failure to consent to the disclosure of the above data will make it impossible for us to carry out our tasks, namely the publication of scientific articles.

6. Your personal data will be processed in accordance with the law, for the period necessary to fulfil the purposes of processing set out in points 3 and 4, but for no shorter period than that specified in the legislation on archiving. The data will be processed in an IT environment and in traditional form, and will be stored for the duration of the tasks (publishing academic articles), i.e. for as long as the journal exists.

7. In connection with the processing of your personal data by the University of Rzeszów, you have the right to: a) access the content of the data;

b) rectify the data;

c) erase the data or restrict its processing;

d) object to the processing;

e) data portability.

8. Should you consider that the processing of your personal data by the University of Rzeszów infringes the provisions of the GDPR and the Personal Data Protection Act, you have the right to lodge a complaint with the Office for Personal Data Protection.

9. The processing of your data is carried out by the University of Rzeszów in accordance with applicable law and may be carried out by automated means, which may involve automated decision-making.

I confirm that I have read and understood the above information.

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(legible signature)