

Transfer of copyright contract

concluded on _____, in Warsaw by and between:

the Railway Research Institute - **Instytut Kolejnictwa**, with its registered office in Warsaw, address: ul. Chłopickiego 50, 04-275 Warszawa, entered into Register of Entrepreneurs of the National Court Register for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under the number KRS 0000021539, Tax ID: (NIP) PL 1132257-883, represented by Ms Joanna Cybulska, pursuant to the authorization granted on (date) 28th March 2018,

hereinafter referred to as „IK” or “the Contracting Party”,

and

Mr./Ms. (name and surname),

Date of birth,

Passport no. (or National Insurance Number)
.....

Residential address:

.....,

Street, house no. apartment no.,

Postal code, post office city/town/village,

hereinafter referred to as “the Author” or “the Party”,

reading as follows:

§ 1

1. The Author hereby declares:

- a) to be the author of an article entitled _____,
hereinafter referred to as “the Article”;
- b) to hold copyrights and economic rights to the Article;
- c) not to have entered and not to enter into any obligations that shall confine or exclude the transfer of his or her rights to the IK;
- d) the Article is an entirely original work, it does not infringe copyrights of third parties, or regulations covering state and professional secrecy protection, is free of

any borrowings, and there are no circumstances that could be liable towards third parties due to the publication or dissemination of the Article;

- e) on (date) _____ to have submitted the Article to the IK in one printed copy and its electronic version in compliance with requirements for authors posted by the IK on the website of "Problemy Kolejnictwa" scientific journal (www.problemykolejnictwa.pl – under Guidelines for authors) in order to publish the Article in "Problemy Kolejnictwa" - IK quarterly.
2. IK declares that the Article has been approved without reservations in the received form with the aim of its publication in "Problemy Kolejnictwa" quarterly issued by the IK.

§ 2

1. Having submitted the Article to the IK, the Author shall transfer the proprietary rights to the IK of the copy of the Article, the medium on which it was submitted and copyrights to the Article on an exclusive basis in the following areas of exploitation:
- 1) copying and multiplication using technologies, including printing, reprography, digital recording, and on magnetic, optical and electronic media, in an unlimited number of copies, media and reprints, in particular in "Problemy Kolejnictwa" quarterly;
 - 2) placing on the market and distribution of copies or media in all distribution channels, irrespective of recipient group;
 - 3) uploading and storing in computer memory;
 - 4) making the Article available to the public by means of any ITC networks and in a way so as to enable access to the Article at any place and time.
2. The IK use of the Article in the above-mentioned areas shall not be limited in time, number or territory.
3. Under this Contract, the Author hereby shall transfer to the IK the copyright and exclusive right of consent to the execution of derivative copyrights to the Article, as well as transfer of derivative copyrights to the third parties.

§3

1. The transfer of the Author's economic rights and derivative copyrights to the Article, referred to in §2, shall be carried out without payment.

2. The IK shall not charge the Author for the publication of the Article and bear all costs related to the publication and dissemination of the Article, subject to paragraph 3.
3. In the event that the Author withdraws the Article from publication after the editorial work necessary for its publication has been completed, the Author undertakes to reimburse the IK for reasonable costs incurred, in particular editing, reviews and translation of the Article.
4. The IK will shall provide the Author, free of charge, with one copy of each printed issue of the journal in which the Article will be published. These copies may not be sold by the Author.

§4

1. To the matters not provided by this agreement, the provisions of Law of the copyright and related rights of 4 February 1994 shall be applicable.
2. Any amendments or additions to this agreement shall be made in writing under pain of invalidity.
3. Any disputes arising in connection with concluding or performing this agreement shall be settled by the Parties amicably, in the absence of agreement – are subject to the Polish law and the jurisdiction of appropriate Polish courts, under the jurisdiction designated by the IK registration place.
4. This Contract is drawn up in two identical copies, one for each of the Parties.

Information on the processing of personal data of individuals by the IK is available on the website of the Railway Research Institute at www.ikolej.pl/en/gdpr/

Instytut Kolejnictwa
(Railway Research Institute)

Author