# PUBLISHING CONTRACT No

# concluded in Warsaw on

between

the Polish Pharmaceutical Society (Polskie Towarzystwo Farmaceutyczne) with the office in Warsaw at Długa 16 str., Tax Identification Number (NIP) 526-025-19-54 represented by dr hab. Bożena Karolewicz, president of the Society, and dr Artur Owczarek, treasurer of the Society, hereinafter referred to as Publisher

and	
Mrs/Mr (academic degree/title, name(s), surname) place of employment (institution, address) hereinafter referred to as the "AUTHOR"	
[If: more than one author]:	
Mrs/Mr (academic degree/title, name(s), surname) place of employment (institution, address) hereinafter referred to as the "AUTHOR"	
Mrs/Mr (academic degree/title, name(s), surname) place of employment (institution, address) hereinafter referred to as the "AUTHOR"	
Mrs/Mr (academic degree/title, name(s), surname) place of employment (institution, address) hereinafter referred to as the "AUTHOR"	
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Mrs/Mr (academic degree/title, name(s), surname) place of employment (institution, address) hereinafter referred to as the "AUTHOR"	

# § 1. SUBJECT OF THE AGREEMENT

1. The Author/Authors declare(s) that he/they created and delivered to the Publisher for the "Acta Poloniae Pharmaceutica" (hereinafter referred to as Article, in the scientific journal), a paper with the working title:

2. Author/Authors shall transfer to the Publisher, without remuneration, all copyright to the Article that they hold under the current copyright laws.

#### § 2. ACKNOWLEDGMENTS

- 1. Scientific journal "Acta Poloniae Pharmaceutica" is a publication of the Publisher.
- 2. Author/Authors confirm that:
  - a) they hold all copyright to the Article, including rights or licenses to publish any photos, pictures, drawings, tables etc. which make part of the Article,
  - b) they have not transferred any of their copyright to the Article to any other entity,
  - c) they have not granted a license to publish the Article to any other entity,
  - d) the Article is original and is deprived of legal defects,
  - e) the Article has not been published before.
- 3. Author/Authors bear exclusively the liability for legal defects of the Article and for possible claims of third parties concerning the use of copyright to the Article.

# § 3. CONDITIONS OF PUBLISHING

- 1. The Article shall be published in the scientific journal "Acta Poloniae Pharmaceutica" when the following conditions are met:
  - a) the Article is accepted by the Publisher which takes place when the Article complies with the Publisher's requirements regarding the admission of papers for the journal, it receives two positive reviews and is endorsed by the Editor in Chief,
  - b) a publication fee is paid (following receipt of information from the Publisher that the Article has been accepted for publishing).
- 2. Publisher reserves the right to refuse to accept the Article and to withdraw from the publishing proces in the event that any of the requirements laid down in item 1 is not fulfilled.
- 3. Publisher reserves the right to make necessary editorial changes to the Article without having to agree this with the Author/Authors.
- 4. In order to execute this contract, within the scope determined in § 1, Author/Authors transfer to Publisher their economic copyrights to the Article together with the exclusive right to allow the exercise of derivative rights to the Article, without separate remuneration, as the publication of the Article in "Acta Poloniae Pharmaceutica" consitutes the Author's/Authors' benefit.
- 5. The transfer of the rights is not limited as to the aim of its dissemination as well as in terms of territory and time and Publisher is entitled to transfer these rights to others without limitations.
- 6. The transfer of the rights indicated in item 4 covers the following fields of the Publisher's activity:
  - a) fixation by polygraphic, IT, photographic, digital techniques,
  - b) reproduction by polygraphic, IT, photographic, digital techniques, regardless of the number of copies,
  - c) saving to the computer's hard drive,
  - d) marketing without subjective, territorial and temporal limitations and regardless of its purpose,

- e) letting for use or rental of the original or copies,
- f) dissemination by: public exhibition, screening, presentation and broadcast as well as rebroadcast,
- g) making publicly available in such a manner that individual persons can have access at a place and time selected by them (in particular dissemination on the Internet).
- 7. Author/Authors are not entitled to any separate remuneration for using the Article within any of the above indicated fields of the Publisher's activity.
- 8. The use of Article within the above indicated fields of Publisher's activity may have the following forms:
  - a) dissemination in its entirety or in parts, separately or as part of work of other entities, as well as in connection with works of other entities,
  - b) dissemination following elaboration using all visual and graphic techniques, changes in color and saturation of colors, scales and proportions, fonts,
  - c) dissemination after editorial elaboration, including e.g. addition of section and subsection headings,
  - d) dissemination in its entirety or in parts for promotion or marketing as well as in competitions organized and coorganized by Publisher, in particular in the form of posters, marketing folders, regardless of their size, commercial communications, including audiovisual, multimedia etc.
  - e) editorial or graphic development of the Article by Publisher, whereas this use of the Article shall not be deemed to constitute any detriment to the Author's/Authors' personality rights.
- 9. Author/Authors entitle Publisher to execute on his/their behalf moral rights to the Article, including the right to:
  - a) decide on making the Article available to the public for the first time,
  - b) have the contents and form of the Article inviolable and properly used (integrity).
- 10. Publisher reserves the right and Author/Authors accept it to withdraw from the contract without redress in case the submitted paper does not receive two positive reviews. Parties agree that in such case economic rights are kept by Author/Authors.

# § 4. REMUNERATION

- 1. For publishing the accepted Article in the scientific journal "Acta Poloniae Pharmaceutica" Publisher shall receive a publication fee in the gross amount of
  - paid into the Publisher's bank account as indicated in the invoice.
- 2. Publisher shall issue an invoice (invoices) to:

# § 5. AMENDMENTS

1. Any amendments or supplements to this contract shall be made in writing, otherwise they shall be null and void.

# § 6. FINAL PROVISIONS

- 1. To any matters not regulated in this contract provisions of the Polish Law on Copyright and Neighboring Rights and the Polish Civil Code shall apply.
- 2. All disputes which may arise from the performance of this Contract should be resolved without undue delay through negotiations between the Parties.
- 3. In case of failure of the negotiations the disputes which may arise from the performance of this Contract shall be settled by courts of competent jurisdiction in the city of Warsaw.
- 4. This contract is made in 2 original copies: 1 copy for Publisher and 1 copy for Author / Authors.

	Signature:
PUBLISHER:	
AUTHOR(S):	