AUTHOR'S DECLARATION

ON CONSENT FOR TRANSFER OF AUTHOR'S ECONOMIC RIGHTS TOGETHER WITH GRANTING THE POWER OF ATTORNEY

**§ 1**

I, the undersigned …………………………….………………………………………………..

*(name, surname, pesel number, ID: number and series, detailed residence address)*

- hereinafter referred to as the **Author** - declare that:

1. Together with other authors I have written a work which is …… author's sheets long, and have created illustrations which are …… author's sheets long, hereinafter referred to as the **Work**, entitled: …………………………………………………….. …………………………………………………………………………………………..,

*(article's/chapter's title)*

which is intended to be included in journal/monograph: …………………………………

……………………………………………………………………………………………..

1. My percentage share in the author’s moral and economic rights to the Work is ............... ..%, while other authors’:

…………………………………… ………………………………………

*(name and surname) (share %) (name and surname) (share %)*

…………………………………… ………………………………………

*(name and surname) (share %) (name and surname) (share %)*

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*(name and surname) (share %) (name and surname) (share %)*

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*(name and surname) (share %) (name and surname) (share %)*

…………………………………… ………………………………………

*(name and surname) (share %) (name and surname) (share%)*

1. My author's economic rights to the Work are not limited as regards the scope covered by this Declaration.
2. The Work is an original work, is free from any legal defects, does not breach any rights of third parties, and does not include any borrowings from other works.
3. No other person except for those indicated in § 1. 2 above has made their contribution to the creation of the Work as one of the authors whose surname has neither been disclosed nor mentioned in the acknowledgments.
4. Up to now the Work has not been published anywhere in its entirety, nor has it been handed over to another entity for publication.
5. The material included in my part of the Work (in particular: the text, tables, illustrations, photographs, drawings, maps, charts, diagrams) is my property; in the case in which I use in the Work elements protected by copyright, I undertake to obtain, at my expense, the transfer of the copyright from the person entitled to it, so that Rzeszów University of Technology can use it, which will constitute an appendix - an integral part of this declaration of the Author.
6. The Work submitted has been corrected in line with the reviewer's suggestions; if the reviewer's suggestions have not been included, I undertake to justify in writing the reasons for which this is the case. The justification will constitute an appendix - an integral part of this declaration of the Author.
7. The Work has been created in line with my best knowledge and skills, as well as in line with the rules applicable to creating works of this type. The Work (which includes the basic text, illustrations, references, two summaries: in Polish and English) in the paper form (A4 format, printed on one side of the sheet of paper) and digitally has been prepared at the substantive, formal and language level required for publishing of such a type of work, in the programme agreed with the Publisher, in line with the guidelines in force at Rzeszów University of Technology Publishing House.

**§ 2**

1. I hereby give my consent for **Ignacy Łukasiewicz Rzeszów University of Technology in Rzeszów,** al. Powstańców Warszawy 12, 35-959 Rzeszów, NIP: 8130266999; REGON: 000001749 (hereinafter referred to as **Rzeszów University of Technology** or the **Publisher**) to publish the Work under the terms and conditions agreed by the Faculty Editor-in-Chief in the publishing Agreement concluded with Rzeszów University of Technology, in line with the provisions of this declaration of the Author (hereinafter referred to as the **Agreement**), and, at the same time, to enter into that Agreement on my behalf.

In particular, I give my consent for the transfer, free of charge, to Rzeszów University of Technology of all author's economic rights to the Work to which I am entitled with respect to using and disposing of the Work, in its entirety or in any part thereof, without time limitations in Poland and abroad in the following fields of use:

- feeding into and digitalisation of the Work or any part thereof to the computer's memory, including a computer which plays a role of a server, recording the Work in IT systems, performing conversions/transformations of the Work in the electronic form into other digital formats;

- recording and reproducing the Work or any part thereof by means of the printing, electronic, digital or any other technique known as of the day on which this declaration of the Author is signed, without any quantity restrictions;

- publishing, launching and distribution of the Work or any part thereof, whether for remuneration or not, in the form of a book and other paper media, electronic, optical, magnetic media, computer networks, on the websites of Rzeszów University of Technology, as well as any other media known as of the day on which this declaration of the Author is signed;

- entering the Work or any part thereof in the digital bases of Rzeszów University of Technology and other entities which distribute the Work in any form, as well as storage and processing of the Work in such bases;

- archiving the Work and creating copies of the Work on electronic media by Rzeszów University of Technology and third parties without quantity restrictions;

- making the Work or any part thereof available publicly or non-publicly without any restrictions, including by means of screening, playing and broadcasting;

- using the Work or any part thereof for advertising and promotional purposes;

- offering and distribution of the Work in the paper and digital form, including by means of the internet or other telecommunications networks, by Rzeszów University of Technology and third parties in a manner which makes it possible to watch, read and copy the content of the Work in the electronic form, i.e. all of its constituents, but copying should be understood as recording by a person interested of the work made available to them on a medium of their choice;

- translation and publication of the Work in one of modern languages;

- preparation of the Work's compilations to the extent necessary to use this content. In this respect, Rzeszów University of Technology or a third party which has prepared the compilation is authorised to dispose of the compilations and make use of them.

1. I give my consent for Rzeszów University of Technology to make necessary changes to the Work which result from editorial preparation and editing requirements, as well as style, grammar and language changes which do not breach my rights related to the author's moral rights to the Work.
2. I give my consent for posting on the website: „www.oficyna.portal.prz.edu.pl” the cover, the table of contents, summary and the whole Work for advertising and promotional purposes.
3. I authorise Rzeszów University of Technology to give to third parties the consent for exercising the derivative copyright by these parties, in particular for disposing of and using the derivative rights.
4. I undertake not to breach the rights of Rzeszów University of Technology set out in § 2 clauses 1 – 4 and in § 4 of this declaration of the Author. In particular, in the case of intention to publish the Work at another publishing house, I undertake to obtain relevant consent from Rzeszów University of Technology.
5. Should any third party file any claim against Rzeszów University of Technology in connection with a breach of the copyright to the Work, I undertake to immediately satisfy such claims, as well as to reimburse any costs and cover any losses incurred by Rzeszów University of Technology due to such claims. If I withdraw from the Agreement because of reasons which cannot be attributed to the Publisher, I undertake to reimburse the costs incurred by the Publisher up to the amount substantiated by documents.

**§ 3**

At the same time, I grant to Ms/Mr …………………………………………… (Faculty Editor-in-Chief) **the power of attorney** to submit on my behalf declarations of will towards Rzeszów University of Technology connected with the Work, including to enter into the Agreement in accordance with the provisions of this declaration of the Author, accept such declarations, carry out powers and obligations connected with the Work and Agreement, as well as represent me in all contacts with Rzeszów University of Technology to the extent set out in this declaration of the Author.

**§ 4**

1. The transfer of the author's economic rights to the Work to Rzeszów University of Technology will take place on the day on which this Agreement is entered into. Furthermore, as of the day on which the Agreement is entered into the ownership title to the media on which the Work has been recorded will be transferred to Rzeszów University of Technology without additional remuneration.
2. Rzeszów University of Technology has the right to transfer the rights resulting from this Agreement, including the right to transfer the author's economic rights to the Work to third parties.

**§ 5**

The following provisions apply to issues which are not governed by this Author's declaration or Agreement:

- provisions of the Regulations of Rzeszów University of Technology Publishing House and the Guidelines for authors of scientific articles published in Rzeszów University of Technology Research Bulletin, as well as on the website of Rzeszów University of Technology Publishing House;

- provisions of the Law of 23 April 1964 - Civil Code (consolidated text, Journal of Laws of 2014, item 121, as amended) and the Law of 4 February 1994 on Copyright and Related Rights (consolidated text, Journal of Laws of 2006, No. 90, item 631, as amended).

………………………..…………. ……………………..…………….

**date, city Author's signature**