**AUTHOR’S STATEMENT**

**REGARDING CONSENT TO ISSUE A WORK**
**AND THE TRANSFER OF FINANCIAL COPYRIGHTS**

**TOGETHER WITH THE AUTHORISATION TO CONCLUDE**
 **A PUBLISHING CONTRACT AND TRANSFER THE AFOREMENTIONED RIGHTS TO THE PUBLISHER**

**§ 1**

I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*(name, surname, Pesel – personal identification number, address of residence\*\*)*

- called hereafter the **Author** state that:

1. Together with other authors I created a work of the initial volume of \_\_\_\_ publishing sheets and compiled \_\_\_\_\_ illustrations of the initial volume of \_\_\_\_\_ publishing sheets, called hereafter the **Work,** entitled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 *(title of the article/chapter\*)*

which is to be included in a journal/monography\* entitled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
called hereafter the **Publication.**

1. My percentage share in the personal and financial copyrights to the Work comprises \_\_\_\_\_\_\_\_%, , while for the other authors it is as follows:
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

1. My percentage share in the personal and financial copyrights with regard to the whole Publication comprises \_\_\_\_\_\_\_\_%.
2. My financial copyrights to the Work are not limited in the scope encompassed by this statement.
3. The Work is original and free from legal defects and it does not violate any rights of third parties, nor does it include any incorporations from other works.
4. No other person, except for those listed above in paragraph 2, provided any contribution to the Work as one of the authors, or whose name was not revealed or mentioned in the acknowledgements.
5. The Work has not been published before, in whole or in part, and it has not been passed to any other entity for the purpose of publication.
6. The content included in my share of Work, in particular the text, tables, illustrations, photographs, drawings, maps, charts and schematics are my property. In the event of any third party submitting a claim against Rzeszow University of Technology (al. Powstańców Warszawy 12, 35-959 Rzeszów, NIP: 8130266999, REGON: 000001749), called hereafter the Publisher, regarding violation of the copyrights or other rights of third parties connected with my part of the Work I shall undertake necessary steps to free the publisher from the liability, including involvement in the ongoing process, as well as compensation for the losses borne by the Publisher with regard to the occurrence of such claims.
7. The provided Work has been/shall be amended according to the reviewer’s suggestions. In the case of not considering the reviewer’s suggestions I commit myself to justifying in writing the reasons for doing so. The justification shall comprise an appendix – an integral part of this Author’s statement.
8. The Work was created to the best of my knowledge and skills, as well as according to the rules valid for creating works of this kind. The Work in the paper form (in the A4 format, single-sided) and in the digital form was prepared at the content, formal and language levels required for these type of works, in the program consulted with the Publisher, according to the guidelines of the Publishing House of Rzeszow University of Technology.

**§ 2**

1. I hereby agree for publishing the Work by the Publisher according to the principles consulted with the scientific editor of the Publication (Mr/Ms \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) in the publishing contract concluded with Rzeszow University of Technology according to this author’s statement, called hereafter the **Contract,** and for its conclusion in my name.

In particular, I agree to the cost-free transfer of the financial copyrights to the Work to Rzeszow University of Technology by the abovementioned party, in the scope of time-unlimited usage and disposal of the Work, both in the country and abroad, as a whole or in any part, in the following areas, encompassing:

1. the right of the Publisher and third parties to use the Work in a book form and the digital form, as well as its dissemination in the book and digital forms, also by means of its displaying, playing, broadcasting and public sharing,
2. the right to put the Work on the market (distribution) in the digital form and in the paper form, including by means of sale, lending, lease, rental, sharing and licensing in favour of other entities,
3. the right to save and replicate the whole or a part of the Work in paper and in the digital form, as well as in any other way, by the publisher or third parties,
4. the right to save the Work on a computer disc and in IT systems of the publisher and other entities that distribute digital content,
5. the right of the Publisher and third parties to archive the Work and create copies of the Work on digital discs, without time limitations,
6. The right of the Publisher and third parties to digitize the Work and make conversions/transformations of the Work in the electronic version to other digital formats,
7. The right of the Publisher and other third parties to offer the Work in the paper and digital forms via the Internet or other information systems,
8. the right of the Publisher and other third parties to disseminate the Work, including by means of the Internet and other IT systems, in the way that enables viewing, reading and coping the content of the Work in the electronic form, i.e. all the constituent parts, whereby coping is understood as saving by an individual the shared Work on a selected drive.
9. The right to store the Work in the database of the Publisher and other entities disseminating the Work in any form, as well as its conversion in the database of the Publisher and third parties,
10. the right to translate and issue the Work in one of the modern languages, in any form by the Publisher and third parties,
11. the right to make elaborations of the Work in the scope necessary for making use of its content. The Publisher or a third party that made an elaboration of the Work is entitled to dispose and make use of it.
12. I hereby agree for making necessary modifications of the Work by the Publisher, resulting from editorial work and requirements, stylistic, grammatical and language changes that do not violate my rights in the range of moral copyrights to the Work.
13. I hereby agree to posting the cover, list of contents and the summary of the whole Work on the webpage of the publisher for promotional purposes.
14. I empower the publisher to give third parties the permission for exercising by them the derivative copyright, in particular the right to dispose and benefit from derivative copyrights.
15. I commit myself not to violate the Publisher rights defined in the abovementioned statement. In particular in the case of the intention to issue the Work by another publishing house I commit myself, under the pain of nullity, to obtain a written permission from the Publisher to do so.
16. In the case of withdrawing from the contract due to reasons independent from the Publisher I commit myself to reimburse the costs on the part of the Publisher to the amount that is documented.

**§ 3**

Concurrently, I grant Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Publication Scientific Editor) the **mandate** to submit in my name the declarations of will to the Publisher connected with the Work, including the right to conclude the agreement according to the provisions of the above author’s statement, including cost-free transfer to the Publisher the financial copyrights to my part of the Work in the areas defined in the above statement, reception of such statements, execution of rights and duties connected with the Work and the Agreement, as well as to represent me in all contacts with Rzeszow University of Technology in the range specified by the above Author’s statement.

**§ 4**

1. The transfer of the financial copyrights to the work to the Publisher shall occur on the day of the Contract’s conclusion. The transfer of the drives on which the work is saved shall occur also at the moment of contract conclusion, with no additional compensation.
2. The publisher has the right to transfer to third parties the rights that are implied by the Contract, including the right to transfer financial copyrights of the Work.

**§ 5**

In matters not covered by the above Author’s statement or the Contract, the provisions specified in the Copyright Act and Related Rights, the Civil Code and the regulations of the Publishing House of Rzeszow University of Technology shall apply.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date, place Author’s signature**

 *\* delete where not applicable*

*\*\* in the case of non-Polish citizens please provide passport number and series together with the issuing country*