



Agreement on transfer of author's economic rights to documentation

On, in Warsaw, between the University of Warsaw with its registered office in Warsaw, at ul. Krakowskie Przedmieście 26/28, hereinafter referred to as the **Purchaser**, represented by

.....
and
hereinafter referred to as the **Creator**, an agreement of the following wording has been concluded:

§ 1

The subject of this Agreement consists in transferring to the **Purchaser** author's economic rights to the documentation of archaeological and/or maintenance works performed by the **Creator** in the scope agreed on with the manager of the excavation mission/research programme of the Polish Centre of Mediterranean Archaeology of the University of Warsaw within the works of the Purchaser's excavation mission/research programme and the name (name), held on in, that is, to the documentation drawn up with any type of technique, on any carrier and in any format, in particular, to photographs (analogous and digital) documenting the course of works on the position, disclosed and/or maintained movable and immovable objects with descriptions, to descriptions of all movable objects, to descriptions of contexts and layers separated on the position and other forms of description of works on the position, including excavation journals and maintenance works journals, to reproductions of immovable objects preserved on the position and movable objects excavated on the position, other than photography, as well as to their reconstruction and visualisation performed both, in analogous form, including technical and artistic drawing, as well as digital, including the photogrammetric method, in vector and raster graphics, in 2.5/3D model, in VR (virtual reality), with the use of the GIS (Geographic Information System), to compilation reports on works, including those submitted to institutions supervising archaeological and maintenance research, relevant for the area of research, the list of which constitutes appendix hereto and which is hereinafter referred to as the **Documentation**.

§ 2

1. **The Creator** declares that:

- 1) there are no limitations that would hinder him from concluding this Agreement and in case the **Creator** remains in the employment relationship with an employer other than the University of Warsaw, the **Documentation** shall be drawn up outside of his employee obligations,
- 2) the **Documentation**, referred to in par. 1 of the **Agreement**, shall be his independent and original work,





- 3) he shall be vested with exclusive and unlimited in time author's economic rights to the **Documentation**, and, in particular, he shall be authorised as the owner to dispose of the **Documentation**,
 - 4) the author's moral and economic rights vested in him with regard to the **Documentation** shall not be in any manner limited or encumbered with rights of third parties and that the **Documentation** shall not infringe the rights of third parties,
 - 5) he shall not grant to any person a licence authorising to use the **Documentation**,
 - 6) shall have the exclusive right to permit performance of related author's right,
 - 7) he undertakes to disclose and present to the **Purchaser** for acceptance the whole **Documentation** drawn up within the excavation mission/research programme of the **Purchaser**.
2. In case any third party raises claims against the **Purchaser** due to infringing such third party's rights to the **Documentation**, the **Creator** is obliged to satisfy them in full and release the **Purchaser** from the obligation to make relevant payments.
3. In case of court proceedings initiated by third parties to pursue claims due to the titles referred to in par. 1, the **Creator** shall be obliged to join the **Purchaser** in the trial and undertake any measures in order to release the **Purchaser** from participation in the case.

§ 3

1. The **Creator** hereunder transfers to the **Purchaser** author's economic rights to the **Documentation**, referred to in par. 1 of the **Agreement**, without time and territorial limitations, in the scope of use and administration thereof, in all fields of exploitation known at the time of signing this Agreement, without any exceptions including, in particular:
- a) in the scope of saving and copying the **Documentation** – without limitation as to the quantity thereof: producing copies of the **Documentation** with any techniques, including typographic, printing, reprographic, magnetic, IT, digital, photographic, phonographic, audio, visual, audio-visual, multimedia, in any system, standard and format, as well as on any types of carriers, including permanent or temporary entry into the memory of a computer or other electronic device,
 - b) in the scope of trading the original and copies, on which the **Documentation** has been saved: launching, rental, granting licence, lending the original and copies in all systems and channels of trading copies,
 - c) in the scope of distributing the **Documentation** in a manner other than the one stipulated herein: public performance, display, projection, reproduction, broadcast, re-emission with all known techniques and methods of broadcast and re-emission, including by wire or over the air, ground and satellite, in cable networks, on digital platforms, as well as in any electronic networks, including in IT, telecommunication and ICT networks; any public share of the **Documentation** so that anyone could have access thereto at a chosen time and place, in all systems, techniques and technologies, by wire or over the air, including any electronic networks – IT, telecommunication and ICT networks covering, among others: the Internet, Intranet and others, mobile networks, any remaining networks; in any access system; as well as trading in those networks in copies/electronic records of the **Documentation**;





- d) any other forms of using and distributing, including use for promotion and advertising purposes, as well as in editions published or co-published by the **Purchaser**.
2. The issue of payment for transferring author's economic rights is regulated under a separate agreement with the **Creator**.
3. The **Creator** gives the **Purchaser** permits to introduce any changes and modifications to the **Documentation**, including also using it in part or in full, translate into other languages and connecting with other works.
4. While using and distributing the **Documentation**, the **Purchaser** has the right to mark it with the first name and surname of the **Creator** in case of using it in the same form as the original, with the exception of changing the carrier and form of recording, as well as performing necessary editorial works, yet, not significantly changing the original presentation.
5. While using and distributing the **Documentation**, the **Purchaser** *has the right/does not have the right* (delete as appropriate) mark it with the first name and surname of the **Creator** in case of using it in a form different from the presentation of the original, upon introducing significant changes and modifications, including using only parts thereof and connecting it with other works.
6. The **Creator** transfers to the **Purchaser** the right to give consent to exercise related rights in the fields of exploitation described in par. 1. The **Purchaser** has also the right to sell purchased rights and authorise third parties to use the **Documentation**.
7. Transferring author's right results in transferring to the **Purchaser** the right of ownership to the **Documentation**.
8. Author's rights are transferred to the **Purchaser** as on accepting them by the **Purchaser**.
9. In order to avoid any doubts, the **Creator** and the **Purchaser** mutually confirm that the aim of this Agreement is to establish rights of the **Purchaser** to the **Documentation** so that they have a scope as broad as possible. It means, in particular, that using the **Documentation** by the **Purchaser** and by entities, including enterprises, to which the **Purchaser** on the grounds of any legal title shall give consent to use the **Documentation**, falls within the boundaries of author's rights transferred to the **Purchaser**.

§ 4

Any amendments hereto, dissolution, termination or renunciation hereof must be made in writing under pain of nullity.

§ 5

To all matters not settled herein the provisions of the Act on Copyrights and Related Rights of 4 February 1994, as well as provisions of the Civil Code shall apply.





§ 6

Any disputes that may result with regard to this **Agreement** shall be settled by the court relevant for the registered office of the **Purchaser**.

§ 7

This Agreement has been drawn up in two counterparts, with one copy for each Party.

Purchaser

Creator

