

Publishing contract

Concerning publication of an article titled:

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.....
.....

(article title)

The Fundacja Wideochirurgii and the Author(s) are defined at the end of the contract.

§ 1.

Representations

1. The Fundacja Wideochirurgii represents that it publishes a scientific medical journal titled “Videosurgery and Others Miniinvasive Techniques/Wideochirurgia i Inne Techniki Małoinwazyjne”, hereinafter referred to as the “Journal”.
2. The Author(s) represents/represent that:
 - a) it holds/they hold full copyrights to the Work, including rights or licence to publish any films, photographs, figures and tables, etc. contained in the Work,
 - b) it has/they have not transferred any copyrights to the Work to any party,
 - c) it has/they have not granted any licence to publish the Work to any party,
 - d) the Work (article) is original and it has no legal defects,
 - e) the Work has not been published yet,
 - f) this Contract does not breach rights of any third party, including without limitation a party which employs the Author or parties with which the Author co-operates on any legal basis. A conflict of interest, if any, is described at the end of this Contract.
3. The Author(s) shall be solely liable for legal defects of the Work and in respect of any third party claims for use of copyrights.

§ 2.

This Contract concerns:

- a) the Fundacja Wideochirurgii undertaking to publish the Work in the Journal or/and in the portal www.wideochirurgia.com
- b) the Author(s) undertaking to pay the Fundacja Wideochirurgii a fee for publishing the Work in the Journal or/and in the portal
- c) the Author(s) transferring copyrights to the Work to the Fundacja Wideochirurgii.

§ 3.

Terms of publication

1. In order to perform this Contract, to the extent set out in § 2, the Author(s) shall transfer, to the Fundacja Wideochirurgii, author’s economic rights to the Work along with the exclusive right to permit exercise of derivative copyrights to the Work, without the right to receive a separate fee since the Author’s benefit is publication of the Work in the Journal or/and in the portal.
2. The transfer of rights shall not be limited in terms of the purpose of dissemination or in terms of time or territory, and the rights may be transferred to other parties without any limitations.
3. The transfer of rights referred to in § 3.1 shall extend to the following fields of use:
 - a) fixing with the use of printing, computer, photographic or digital methods,
 - b) reproducing using printing, computer, photographic or digital methods regardless of the number of copies,
 - c) entering into the computer’s memory,
 - d) marketing without any limitations as to the subject matter, territory and time and regardless of the end use,
 - e) letting for use and rental of an original or reproduced copies,
 - f) dissemination by public exhibition, screening, presentation and broadcasting as well as re-broadcasting,
 - g) making the work publicly available so that any individual can access it at a place and time selected thereby (including dissemination in the Internet).
4. The Author(s) shall not be entitled to receive any separate fee for using the Work in each of the aforementioned fields of use.

5. Using the Work in all of the aforementioned fields of use may take the following form:
 - a) dissemination in whole or in part, independently or in works of other entities as well as in combination with works of other entities,
 - b) dissemination after preparing a derivative work using any plastic and graphic methods, changes of colours and colour saturation, scale and proportions as well as fonts,
 - c) dissemination after editorial work involving *inter alia* introducing captions and subheadings and logo
 - d) dissemination in whole or in part for promotion and advertising purposes and in competitions organised and co-organised by the Publisher, including without limitation in the form of posters, advertising brochures, regardless of their format, announcements, advertisements, including audiovisual, multimedia, etc. advertisements,
 - e) editorial work or graphics editing of the Work by the Publisher,
 and such use of the Work shall not be deemed to prejudice personal interests of the Author(s).
6. The Author(s) authorises/authorise the Fundacja Wideochirurgii to exercise on his/their behalf author's moral rights to the Work in question, including the right to:
 - a) decide on making the Work available to the public for the first time,
 - b) have the contents and form of the Work inviolable and properly used (integrity).
7. The Fundacja Wideochirurgii reserves the right – and the Author(s) shall accept that – to rescind the contract without compensation if two positive reviews of the manuscript sent are not obtained. The Parties acknowledge that in such case, author's economic rights shall be still held by the Author(s).
8. In consideration for publishing the Work in the Journal, the Author(s) shall pay the Fundacja Wideochirurgii a fee set out in the instructions for the Author contained in the journal's website, hereinafter referred to as the "publication fee".
9. If the publication fee is not paid, the Fundacja Wideochirurgii may rescind the Contract forthwith without any compensation.

§ 4.

Any amendments and supplements to this Contract must be made in writing to be valid.

§ 5.

Any disputes arising from the performance of the Contract shall be resolved by a competent court with jurisdiction over the Fundacja Wideochirurgii registered office, based on Polish substantive and procedural laws.

§ 6.

This Contract has been made in two counterparts, one copy for each party.

§ 7.

The Author(s) represents that the conflict of interest applies to

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Fundacja Wideochirurgii:

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