Copyright transfer for a manuscript submitted for publication in the journal

‘Annals of Agricultural and Environmental Medicine’

I guarantee that I am the Author/Co-author* of the manuscript entitled:

........................................................................................................................................................................
........................................................................................................................................................................
........................................................................................................................................................................
........................................................................................................................................................................

and I transfer to the Witold Chodżko Institute of Rural Health in Lublin (Editors of the journal ‘Annals of Agricultural and Environmental Medicine’) all copyrights, without the royalty payments due on publication of this manuscript in the journal ‘Annals of Agricultural and Environmental Medicine’. The rights cover, among others, the following operating fields:

1) fixation of the manuscript;
2) reproduction of the manuscript by a specified technique;
3) introduction of the manuscript to turnover;
4) introduction of the manuscript into the computer memory and on the websites of the journal ‘Annals of Agricultural and Environmental Medicine’.

The Witold Chodżko Institute of Rural Health in Lublin has the right to make necessary changes to the manuscript resulting from editorial processing, which do not violate the Author’s rights within the Author’s personal rights. In addition, the Author guarantees that his/her work is entirely original and does not contain any elements from other original works which would result in the responsibility of the Witold Chodżko Institute of Rural Health in Lublin, and that the copyrights to this work are not limited within the scope covered by this Agreement.

Simultaneously, the Author expresses consent to be bound with a Licence agreement of the type Creative Commons, the contents of which are Annex 1 to this Agreement.

..........................................................................................................................
........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

(Signature of the Author)

* delete as appropriate
Annex No. 1

Creative Commons License

Whereas:
The Work (as defined below) is provided under the terms of this Creative Commons public license (further called ‘CCPL’ or ‘License’).
The Work is protected by copyright or other applicable law.
Any use of the Work other than authorized under this license or copyright law is prohibited.
By exercising any rights to the Work provided here, the Licensee accepts and agrees to be bound by the terms of this License.

§1. Definitions.
1. ‘Derivative work’ means elaboration of the Work or upon the Work and other pre-existing works or subject matter of related rights, excluding materials that constitute a Collection.
2. ‘Collection’ means a collection, anthology, selection, or database fulfilling the features of a work, even if they contain unprotected materials, provided that the selection, system or compilation adopted is of a creative character. The Work that constitutes a Collection will not be considered as a Derivative work (as defined above) for the purposes of this License.
3. ‘Distribution’ means introduction into turnover, lending or lease of the original or copies of the Work or Derivative Work.
4. ‘Licensor’ means a natural person, natural persons, organizational entity or organizational entities that offer the Work under the terms of this License.
5. ‘Original Author’ means (subject to §12 Clause 8), with respect to Works, an Original Author or entity, entitled to copyrights as per the original, or in the case of inability to establish these subjects, an editor or producer, and additionally:
   a. in the case of the first edition – the editor who was the first, in accordance with the law, to publish or in any other way distribute the Work, the protection time of which has already expired, and its copies have not yet been made available to the public;
   b. in the case of scientific and critical editions – the one who, after expiry of the protection time of copyright to the Work, prepared its critical or scientific edition which is not the Work;
   c. in the case of databases which do not satisfy the features of the Work – the producer of the database.
6. ‘Work’ means the object of copyright or related rights or database which does not satisfy the features of the Work made available based on this License, subject to §12 Clause 8.
7. ‘Licensee’ means a natural person or organizational unit exercising rights under this License, who has not previously violated the term of this License with respect to the Work, or who has received express permission from Licensor to exercise rights under this License, despite a previous violation.
8. ‘Public performance’ means a public performance, display, reproduction and transmission, and reemission, as well as public sharing of the Work in such a way that everyone may have an access to it at an individually chosen place and time.
9. ‘Reproduction’ means the production by any technique of copies of the Work, including printing and reprographic techniques, magnetic recordings, and digital techniques.

§2. Fair Dealing Rights.
Nothing in this License is intended to reduce, limit or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the Copyright protection under copyright law or other applicable laws.

§3. Granting of the license.
Subject to the terms and conditions of this License, the Licensor hereby grants the Licensee the royalty-free and non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the right in the Work as stated below:

a. Reproduction of the Work, incorporation of the Work into one or more Collections, Reproduction of the Work as incorporated in the Collections;
b. Creation and Reproduction of Derivative Works, provided that any such Derivative Work, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked: ‘The original Work was translated from English to Spanish’, or a modification could indicate: ‘The original work has been modified’;
c. Distribution of the Work, including as incorporated in Collections;
d. Distribution of Derivative Works;
e. Extraction of data from the Work and its secondary use.

§4. The inalienable right to remuneration and compulsory mediation.
If according to the applicable law:

a. the Licensor is entitled to the inalienable right to remuneration, or:
b. use of the Work in a specified way is possible only through a third party, and the Licensor cannot effectively exclude such a compulsory mediation by this License;

the Licensor reserves the exclusive right to such remuneration, and reserves such compulsory mediation without limitations.

§5. Transferable right to remuneration for statutory license and compulsory mediation.
If according to the applicable law:

a. the Licensor cannot object to the use of the Work in specified ways, and is entitled to the transferable right to remuneration;
b. use of Work in a specified way is possible only through a third party, but the Licensor may exclude such a compulsory mediation, or:
c. there is a presumption that the third party may act on behalf of the Licensor;

the Licensor appropriately relinquishes such a remuneration, compulsory mediation, and excludes such a presumption; and:

§6. Contractual remunerations and membership in collective management organization.
The Licensor relinquishes remuneration collected personally or through a collective management organization.
§7. **Licensor's rights.**

1. The above rights may be exercised by the Licensor in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications of the Work as are technically necessary to exercise the rights for other media and formats.

2. All rights not expressly granted by the Licensor hereby reserved, including especially the rights specified in §4, 5 and 6 and §8 Clause 12.

3. Within the scope in which the applicable law implementing Directive No. 96/9/EC of the European Parliament and of the Council of 11 March 1996, on the legal protection of databases grants the Licensor exclusive rights to the Work (or to its part) which is a database not fulfilling the features of the Work, the Licensor relinquishes this right.

4. In the case when the above-mentioned relinquishment is ineffective in the light of the applicable law, the Licensor makes a commitment not to execute this right.

§8. **Restrictions.**

1. The Licensor may Distribute the Work only under the terms of this License, and must include a copy of this License with every copy of the Distributed Work.

2. The Licensor may not offer nor impose any terms on the Work that restrict the terms of this License, or the ability of the recipient of the Work to exercise the rights granted to that recipient under the terms of the License.

3. The Licensor may not sublicense the Work.

4. The Licensor must keep intact all notices that refer to this License and to the disclaimer of warranties with every copy of the Work.

5. While Distributing the Work the Licensor may not impose any effective technological measures on the Work that restrict the ability of the recipient of the Work from the Licensee to exercise the rights granted to that recipient under the terms of the License.

6. These terms also apply to the Work as incorporated in a Collection, but this does not require the Collection apart from the Work itself to be made subject to the terms of this License; however, the Licensor is not obliged to cover the Collection with the provisions of this License.

7. In the case of the creation of a Collection by the Licensee, upon notice from any Licensor, the Licensee must, to the extent practicable, remove from the Collection any credit, as requested, any designations according to the request.

8. While distributing the Work or any Derivative Works or Collections, the Licensor must, unless a request has been made, keep intact all copyright notices for the Work and provide, reasonable to the medium or means utilized:
   a. the name and surname of the Original Author, if supplied with the Work, and/or name of other parties, is the Original Author and/or Licensor indicate in designations related with legal and author protection of Work, regulations, to the extent reasonably practicable, such parties (e.g. sponsor institute, publishing entity, journal) for attribution (further called the ‘Attribution Parties’);
   b. title of the Work, if supplied;
   c. maintaining these provisions, in the case of a Derivative Work, a designation indicating the use of the Work in a Derivative Work (e.g. French translation of the Original Author’s Work).
9. Designations required under these terms may be implemented, to the extent reasonably practicable, wherein, in the case of Derivative Work or a Collection, at least in all the places where are displayed designations referring to Original Authors of the remaining parts or contributions, in a way at least as clear as other designations, providing the designations have been displayed of all Original Authors of the remaining parts or contributions.

10. For the avoidance of doubt, the Licensor may use designations exclusively for the purpose of indicating other subjects in the above-mentioned way, and executing rights from this Agreement, the Licensor may, in neither an implied nor clear way state or suggest the existence of relations, support or approval on the part of the Original Author, Licensee, and/or the Attribution Parties for Licensor, or way of using Work by the Licensee, unless otherwise specified from separate permission by the Original Author, Licensee, and/or the Persons Indicated expressed in writing, otherwise null and void.

11. For the avoidance of doubt, the above limitations are not applicable to such Works or their parts which satisfy the definition of the Work within the meaning of this License solely because that they constitute a database not satisfying the feature of the Work.

12. This Agreement is without prejudice to personal rights of neither Original Author nor the Licensor within the scope in which these rights are protected by applicable law, and this License or a separate agreement made in writing under pain of being declared null and void, does not effectively provide otherwise.


1. Unless otherwise mutually agreed by the parties in writing, the Licensor offers the Work as seen, and makes no representations or warranties of any kind concerning the Work, expressed, implied, statutory or otherwise, including without limitation, warranties of title, merchantibility, fitness for a particular purpose, non-infringement, or the absence of latent or other defects, accuracy, or the presence or absence of errors.

2. Some jurisdictions do not permit the exclusion or implied warranties, therefore such exclusions may not apply to the Licensee

§10. Limitation of Liability.

Unless the applicable law provides otherwise, in no event will the Licensor be liable to the Licensee on any legal grounds for any special, incidental or consequential damages arising out of this License or use of the Work, even if the Licensor has been advised of the possibility of such damages.

§11. Termination

1. In the case of any violation by the Licensor before expiry of the License, the License will terminate automatically upon any such breach of the terms of this License.

2. Individual or entities who have received Adaptations of Collections from the Licensee under this License, however, will not have their licenses terminated provided such individual or entities remain in full compliance with those licenses

3. Subject to the above terms and conditions the License is granted herein in perpetuity (for the duration of the applicable Copyright in the Work). Notwithstanding the above, the Licensor reserves the right to release the Work under different License terms, or to stop
distribution of the Work at any time; provided, however that any such decision will not serve the withdrawal of this License (or any other License that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

§12. Miscellaneous

1. Each time the Licensee Distributes the Work or a Collection, the Licensor offers to the recipient a license to the Work on the same terms and conditions as the license granted to the Licensee under this License.

2. Each time the Licensee Distributes a Derivative Work, the Licensor offers to the recipient a License to the original Work on the same terms and conditions as the License granted to the Licensee under this License.

3. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License.

4. In the case of the lack of an additional Agreement between the parties, an invalid or ineffective provision should be interpreted in the way to maintain its validity and effectiveness, as close as possible to the original wording.

5. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent. This License may not be modified without the mutual written agreement of the Licensor and Licensee.

6. The terminology used in this License should be understood in accordance with the Act of 4 February 1994 concerning copyrights and related rights (Journal of Laws of 2000 No. 80, Clause 904, vol. 1, with later amendments), and in accordance to the Act of 27 July 2001 in the matter of protection of databases (Journal of Laws of 2001 No. 128, Clause 1402, with later amendments), provided that the applicable law is Polish law.

7. In any case, the scope of this Agreement may not be wider than the scope adequate to the exclusive right specified in accordance with provisions of applicable law.