

## License Agreement

(for granting a **free-of-charge** license to the Work with the obligation to grant a CC-BY sub-license)

concluded in Wrocław, on

between:  
Ms./Mr.

resident of

hereinafter referred to as the “**Licensor**”

and

Wrocław Medical University, represented by:  
Vice-Rector for Strategic Initiatives, prof. dr hab. Marzena Dominiak (pursuant to the authorization  
No. AO-2.0130.69.2023 of the Rector of Wrocław Medical University prof. dr hab. Piotr Ponikowski),  
hereinafter referred to as the “**Licensee**”

### §1. Object of the Agreement

1. The object of the Agreement is the publication of the Work by the Licensee in print and in electronic form in the journal **Advances in Clinical and Experimental Medicine** scientific article entitled:

hereinafter referred to as “**Work**”.

2. The Licensee orders and the Licensor undertakes to perform the “**Work**” referred to in §1(1) free of charge.
3. At the moment the article is sent via an editorial panel – Editorial System and a signed License Agreement is provided to the registered office of the Wrocław Medical University Press, the Licensor grants the Licensee a non-exclusive and free-of-charge license to use the Work for an indefinite period on the territory of the entire world in the following fields of exploitation:
  - a) production of copies of the Work by means of a specific technique, including printing, reprography, magnetic recording and digital technology;
  - b) placing on the market, lending or rental of the original or copies of the Work;
  - c) public performance, presentation, projection, reproduction, broadcasting and retransmission, as also making available to the public of the Work in such a manner that everyone can have access to them from a place and at a time individually chosen by them.
4. In addition, the Licensor authorizes the Licensee to use and dispose of the development of the Work free of charge.
5. The Licensor waives mediation of a collective management organization at the conclusion and performance of this Agreement.
6. The Licensee has obtained consent from persons whose images or statements, or plastic or photographic works of art were recorded within the Work, to their use in a manner specified in this Agreement. The person referred to in the sentence above is obliged to indicate the source and author of figures, photographs, tables etc.
7. The Licensee may grant a sub-license.

### §2. Licensee's Obligations

1. The Licensee shall be obliged to grant third parties sub-licenses to the Work and to other materials containing or created based on the Work, with the provisions identical to the license template of the **Creative Commons Attribution 3.0 Unported (CC BY 3.0)**, available at <http://creativecommons.org/licenses/by/3.0/> or another language version of this license or any subsequent version of this license published by the Creative Commons organization.

2. The Licensee is obliged to make the Work available in such a manner that everyone can have access to them from a place and at a time individually chosen by them without any restrictions (including without technical limitations or technical safeguards). In particular, such access should take into account the current Web Content Accessibility Guidelines published by the W3C organization and the Work should be available in the so-called open formats. The Licensee may be released from this obligation if it proves that third parties make the Work available in the manner specified above.
3. In order to properly inform persons, to whom the Work will be made available, about sublicenses granted to them, the Licensee is obliged to place the following information, along with the Work, in a manner that allows the recipients to read it: *“It is allowed to use [insert the title of the Work] (hereinafter referred to as “the Work”) under the terms of the **Creative Commons Attribution 3.0 Unported (CC BY 3.0)**, available at <http://creativecommons.org/licenses/by/3.0/> or another language version of this license or any subsequent version of this license published by the Creative Commons organization.”*
4. The obligations referred to in §2(1–3) have been reserved for the benefit of all persons to whom the Work will be made available. Such a person may therefore request, directly from the Licensee, to make the Work available, grant a sub-license and being informed in a manner consistent with the provisions of §2(1–3).

### §3. Remuneration

The Licensor is not entitled to remuneration from the Licensee.

### §4. Processing of Personal Data

1. The Licensee is the controller of the Licensor's personal data provided in this Agreement. The Licensee has appointed a Data Protection Officer, who can be contacted at the following e-mail address: [iod@umed.wroc.pl](mailto:iod@umed.wroc.pl).
2. Personal data provided in this Agreement will be processed for the purpose of performance of the object of the Agreement and for archiving and statistical purposes, as well as for the purpose of settlement of potential civil law claims, and its provision is voluntary, however, failure to provide such data will prevent conclusion and performance of the Agreement. The legal basis for the processing of personal data is Article 6(1)(b)(c)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR).
3. The Licensee shall not disclose the Licensor's personal data to any recipients, except in cases where such obligation results from the generally applicable provisions of law or when it is necessary in order to implement the object of the Agreement or for archiving purposes. The Licensee may entrust processing of the Licensor's personal data to a third party by way of an agreement concluded in writing.
4. The Licensor's personal data will be stored during the implementation of this Agreement and the archiving period resulting from the generally applicable provisions of law or internal regulations of the Licensee, as well as for the purpose of bringing claims – in situations provided by the rules of law.
5. The Licensor has the right to access, rectify, remove or limit the processing of its personal data, the right to raise objections, transfer data, withdraw consent to the processing of personal data at any time (without affecting lawfulness of the processing effected based on the consent prior to its withdrawal), and the right to file a complaint to the President of the Personal Data Protection Office.
6. The Licensee does not apply automated decision-making, including “profiling” of personal data within the meaning of Art. 4(4) of GDPR.

### §5. Confidentiality

1. The parties agree that both the Licensee and the Licensor are obliged to keep confidential all information regarding the Work which could damage the essence of the work or the revenue from its use.
2. The Licensee undertakes to keep confidential all information regarding the structure and the operating rules of the Licensor’s enterprise, disclosed to the Licensee intentionally or in a directly or indirectly unintended manner in relation to the fulfillment of this Agreement.
3. If it is neither legally stipulated nor necessary for fulfillment of the provisions of this Agreement, either party cannot without previous, clear and written consent of the other party directly or indirectly disclose, convey or make available the contents of this Agreement to a third party.

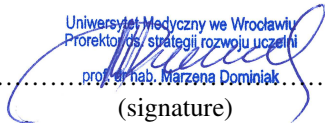
### §6. Employment Relationship

The Agreement does not infringe the rights and obligations of the parties resulting from a possible employment relationship binding them.

### §7. Final Provisions

1. Any amendments and additions to the Agreement require for their validity to be made in writing under pain of nullity.
2. The Agreement has been drawn up in three identical copies, two for the Licensee and one for the Licensor.

.....  
(signature)  
**Licensor**

Uniwersytet Medyczny we Wrocławiu  
Prorektor ds. strategii rozwoju uczelni  
  
.....  
(signature)  
**Licensee**  
Wroclaw Medical University