



# Author-EJTCM Copyright Agreement

Concluded in Gdańsk, on \_\_\_\_\_ between:

[date DD.MM.YYY]

1. ....
2. ....
3. ....
4. ....
5. ....
6. ....
7. ....
8. ....
9. ....

[name, surname, address]

hereinafter referred to as the **Author/s**  
and

the **Medical University of Gdańsk (MUG)**, the Publisher of the *European Journal of Translational and Clinical Medicine*, located at Ul. Marii Skłodowskiej-Curie 3a, 80-210 Gdańsk, holding a taxpayer ID number (NIP) 584-09-55-985 and statistical reference number (REGON) 000288627, represented by HM MUG–Rector Prof. Dr Habil. Marcin Gruchała, hereinafter referred to as the **Publisher**,

### §1

1. The Author/s declare, that they authored the scientific article titled:

.....  
.....

[title]

hereinafter referred to as the **Work**.



2. The Author/s declare that the Work is intended for publish and the Publisher declares the intent to publish this Work in the scientific journal *European Journal of Translational and Clinical Medicine*, hereinafter referred to as **EJTCM**.

### §2

1. The Author/s declare that they authored/co-authored the Work and therefore they have full, unrestricted copyrights to the Work.
2. The Author/s declare that the Work is an original work and does not in any way infringe upon any third party's rights, including licensing rights and copyrights.
3. The Author/s delivered to the Publisher the Work that in terms of formal criteria, scientific merit and language is completed with due diligence and of the quality required to publish such Works.
4. The Author/s are authorized to conclude this copyright Agreement and to transfer the copyrights to the Work and publishing and distributing the Work will not put the Publisher at risk of liability to third parties, particularly due to copyright violation or license that was previously granted to other party.
5. The Author/s and The Publisher agree that in case of a third party claiming any copyright claims regarding the Work, publishing it, distributing it or the granted license, the Author/s oblige to immediately release the Publisher of any legal obligations related to that.
6. In case of situation described in article 5, the Author/s oblige to enter the ongoing legal proceedings immediately after notification by the Publisher and also to cover all expenses and damages that the Publisher incurred as a result of the claims.
7. The Author/s will immediately notify the Publisher in writing about any claims against the Author/s due to copyright violations.
8. Upon depositing their Work, the Author/s oblige to inform the Publisher of all sources of funding for the Work/scientific project described in the Work and about all conflict of interest that exist or might exist due to conclusion of this Agreement.
9. The Author/s declare that the scientific project that resulted in writing the Work was conducted in accordance with the current laws and ethical principles, including the World Medical Association Declaration of Helsinki.

### §3

1. The Author/s assure that:
  - a) the Work has not been published nor submitted for publish elsewhere;
  - b) the Work meets the scientific quality, formal and language criteria applied to this type of Works;
  - c) they will deliver the final and complete version of the Work in the form of an electronic file deposited in the manuscript submission platform (Editorial System) available at the following website <https://www.editorialsystem.com/ejtcn>;
  - d) if the Work contains other party's content, particularly illustrations, they will deliver all permissions or licenses required by the law.
2. The Publisher reserves the right to withdraw this Agreement if the Author/s do not deliver the Work in accordance with the Agreement or does not deliver the permissions and licenses that are



mentioned above in item “c)” and does correct the Work to meet publishing criteria, despite setting an additional deadline, at least 14 days. The Publisher may withdraw the Agreement within 6 months from the Author/s’ violation of the Agreement.

3. The Publisher obliges to publish the Work in electronic version on the EJTCM website (<https://ejtcm.gumed.edu.pl>) on the condition that the Author/s fulfill the conditions of this Agreement. Publishing the article late for reasons beyond the Publisher’s control cannot be regarded as a delay on the part of the Publisher.
4. The Author/s and the Publisher declare that they are aware of the risks arising due to publishing the Work on the internet and other networks, therefore the Author/s waive the claims that have resulted or may result from the reader’s violation of the permission to use the Work (sublicense).
5. The Author/s authorize the Publisher to use the Work in its entirety or in parts for the purpose of promotion, advertisement, including publishing reprints of Work for commercial purposes. Reprints may be published by the Publisher online or in paper form. The Author/s and the Publisher agree that the Author/s are not entitled to financial compensation for the reprints, regardless of their form.

#### §4

1. In order to properly fulfill this Agreement, the Author/s transfer to the Publisher their economic rights to the Work in the following areas of use:
  - a) production and duplication of the Work, including printing methods, copying, magnetic recording, digital techniques, without a limit on quantity, including the form of electronic book, in multimedia networks (internet, intranet, extranet), via computer printout, on any storage method known of on the day of signing this Agreement;
  - b) saving the Work on computer memory;
  - c) further distribution of the Work, including distributing its original or copies, on which the Work or its parts were preserved;
  - d) distributing the Work in ways other than defined in item „c)” i.e. via public performance, display, projection, broadcast and re-broadcast, and also public sharing of the Work in a way that everyone can have access to it at a self-chosen time and place, including the internet, intranet and extranet;
  - e) including the Work as part of a collected work;
  - f) depositing the electronic version of the Work on research platforms or other distribution on the internet, intranet, extranet or other networks.
2. The Author/s grant the Publisher the right to exercise derivative copyrights to the Work, including revising its structure, adaptation, translation, compilation, creating derivative works, and declare that they will not exercise moral rights in a manner that will limit the Publisher’s rights to the Work.
3. The Author/s does not receive financial compensation for allowing the Publisher to use and manage compilations of the Work.
4. Based on this Agreement, the Publisher will be authorized to share the Work according to the principles of Open Access, so that anyone can access it anytime and anywhere, on the basis of one of the following Creative Commons licenses freely chosen by the Publisher:
  - a) CC-BY;



- b) CC-BY-SA;
  - c) CC-BY-NC;
  - d) CC-BY-ND;
  - e) CC-BY-NC-SA;
  - f) CC-BY-NC-ND.
5. Information about the chosen license described in item 5) will be provided in the footnote on the first page of the published Work.
  6. The Author/s allow the Publisher to send the Work and its metadata to commercial and non-commercial databases that index scientific journals.

### § 5

1. The Author/s and the Publisher agree that the Author/s do not receive financial compensation for creating the Work and delivering it to the Publisher.
2. The Author/s do not receive financial compensation for transferring their economic rights to the Publisher, including the right to exercise derivative copyrights, also in case of commercial use of the Work by the Publisher.

### § 6

1. The Author/s declare that they are familiar with the instructions for Authors published on the EJTCM website and oblige to follow them.
2. The Author/s acknowledge and accept the wording of the statement: “©Copyright by Medical University of Gdańsk.”

### § 7

The Publisher reserves the right to transfer to a third party the rights and responsibilities arising from this Agreement.

### § 8

1. In accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (hereinafter GDPR), Medical University of Gdańsk informs that:
  - a) the Controller of your personal data is Medical University of Gdańsk, ul. M. Skłodowskiej-Curie 3a, 80-210 Gdańsk, represented by the Rector. Contact with the Data Protection Officer is available to contact via telephone +48 58 349 1027 or e-mail: [iod@gumed.edu.pl](mailto:iod@gumed.edu.pl),
  - b) Your personal data shall be processed for the purposes of editorial tasks, e.g. signing this agreement, documenting and conducting the editorial process (pursuant to Article 6(1)(b)(c)(e) of the GDPR). Providing personal data is voluntary, though necessary for fulfilment of this agreement and publishing the work;
  - c) Your personal data shall be processed by authorized employees of the Medical University of Gdańsk involved in the publishing processes, including those related to finances-accounting.



Your personal data shall not be transferred to other parties, unless it would be for the purpose of completing the publishing process – in such case your data will be transferred on the basis of relevant agreements;

- d) Your personal data will not be processed automatically and will not be subject to profiling,
- e) Your data will be processed during the entire publishing process and afterwards during the mandatory archiving period,
- f) You have the right to access your data, the right to make corrections to the data, the right to restrict the scope of processing the data, the right to object to the processing of the data and also the right to transfer the data,
- g) You have the right to file a complaint to the President of the Personal Data Protection Office, if Your personal is processed by the data Controller in a way that violates the GDPR from April 27th 2016,
- h) providing personal data is voluntary, though necessary for fulfilment of this agreement.

**§ 9**

All disputes arising from or in connection with this Agreement shall be settled by appropriate court in the Publisher's jurisdiction.

**§ 10**

1. All changes or amendments to this Agreement must be made in writing.
2. Regarding the matters not regulated by this Agreement, relevant regulations of the Civil Code and the Law on Copyright and Related Rights (*Ustawa o prawie autorskim i prawach pokrewnych*) shall apply.
3. This Agreement was prepared in two identical copies, one for the Author and one for the Publisher.

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Author's hand-written signature

Publisher