

TERMS OF LICENCE

**granted by the author to the Polish Cardiac Society
(hereinafter referred to as "the PCS")**

1. This document (hereinafter referred to as "the Licence Terms") sets out the rights and obligations of the author who submits his work (hereinafter referred to as "the Applicant") to the Editorial Board of Polish Heart Journal (hereinafter referred to as "the Editorial Board"), as well as the terms of the licence granted by the Applicant to the PCS.
2. For the purpose of these Licence Terms the Applicant's work (hereinafter referred to as "the Work") shall be understood as all categories of articles submitted to the Editorial Board for publication in Polish Heart Journal.
3. The Applicant must confirm the statements and warranties contained herein for the Editorial Board to commence any procedure in relation to the Work including its review.
4. Subject to the provisions set out in paragraph 5 upon confirming the warranties and approval of the License Terms (by ticking the appropriate box in the application form), acting on his/her own behalf and on behalf of other co-authors (if any), the Applicant hereby grants to the PCS a free of charge non- exclusive licence under which the PCS will be authorised to use the Work as specified herein (including fields of exploitation specified below) and to publish the Work in Polish Heart Journal as well as to make the Work available from the website on which Polish Heart Journal is or will be made available in the future in an electronic form following a Creative Commons licence: attribution — non-commercial — no derivative works (CC BY-NC-ND). For the avoidance of doubt, the Applicant acting on its own behalf (and of other co-authors) agrees to release the Work in electronic form under a Creative Commons licence: (CC BY-NC-ND).
5. If submitted Work has been funded by institutional grant, the Applicant may optionally choose to release the Work under Creative Commons licence: attribution (CC BY) to meet the requirements of funding party, if applicable. In this Applicant hereby grants to the PCS a free of charge non-exclusive licence under which the PCS will be authorised to use the Work as specified herein (including fields of exploitation specified below) and to publish the Work in Polish Heart Journal as well as to make the Work available from the website on which Polish Heart Journal is or will be made available in the future in an electronic form.

6. The Applicant declares that he/she is the author of the Work pursuant to the Polish Act on Copyright and Related Rights and has written the Work in person, therefore being its sole author. If, in addition to the Applicant, other persons participated in the creation of the Work and as co-authors are jointly entitled to the copyright in the Work, the Applicant declares that he/she is authorized to submit the Work and to make all declarations as well as grant the licence to use the Work for and on behalf of all other co-authors. In such a case, the Applicant is obliged to indicate all other co-authors to the Editorial Board, and if the contributions of individual co-creators in the Work are not equal, the Applicant is obliged, in agreement with the other co-authors, to indicate to the Editorial Board what are the individual contributions of all the co-authors involved.

7. If the Work has been written with the participation of contributors other than the Applicant, the Applicant makes all declarations, including declarations of will in reference to granting the licence for and on behalf of all other co-authors and shall be liable for lack of authorization or an insufficient authorisation.

8. The Applicant warrants that the Work was not sponsored or financed in any way or co-financed. If the Work has been subject to external financing, the Applicant is obliged to inform the Editorial Board about it and at the same time declare that the authors of the sponsored Work have not been subjected to any influence from sponsors during the course of research and preparation of the Work. The Applicant is obliged to inform the PCS of any potential conflicts of interest, in particular, consisting in receiving the following from the company whose products are presented in the Work or from a company that produces competitive products: lecture fees, coverage of travel costs, research subsidies or any consultation fees. If no conflict of interest is declared, the Applicant should include the following statement on the title page of the Work: "The authors declare no conflict of interest". At the same time, the Applicant declares that the study protocol has been approved by the bioethics committee.

9. The Applicant declares that the Work has been written with due diligence resulting from the professional nature of the author's activity and experience, taking into account current medical knowledge.

10. The Applicant declares that he/she (and any co-authors) holds all the copyright as well as all moral rights in the Work and that the Work does not infringe any:

- a) third party intellectual property rights;
- b) third party moral rights.

11. The Applicant declares that the Work has not been made available to the public before and has not been published in any form in any publication or magazine. At the same time, the Applicant declares that the Work has not been submitted for publication to any other publishing house or journal and that he/she will not submit it for publication or forward it for this purpose to any

entity other than the PCS until the Editorial Board issues a negative decision regarding publication of the Work in Polish Heart Journal and informs the Applicant of such a decision.

12. Subject to the provisions of section 14 below, upon the approval of the Licence Terms in accordance with section 4 above, the Applicant grants the PCS a non-exclusive licence to use the Work with no restriction as to territory or term, in all the fields of exploitation known at the conclusion of this licence agreement, including commercial purposes and those referred to in Article 50 of the Polish Act on Copyright and Related Rights, including but not limited to the following:

- a) within the scope of fixation and reproduction of the work: the production of copies of the work by way of using a specific technique, including the printing, reprographic, magnetic storage and digital technique,
- b) within the scope of trade in the original work or the copies on which the work was fixed: the distribution, gratuitous lending or rental of the original or copies,
- c) introducing the work into any computer memory,
- d) introducing the work and making it available on the Internet, intranet and other computer networks,
- e) public performance, display and broadcast,
- f) broadcast of the work by means via wired, wireless and satellite networks
- g) making the work available to the public in a manner allowing every person to have access to such work in a place and at a time of their own choice.

13. Upon the acceptance of the Licence Terms in accordance with section 4 above, the Applicant grants the PCS permission to exercise and permit the exercise of derivative rights in the Work in all fields of exploitation indicated in section 11 above. The said permission includes the right to produce derived works based on the Work as well as the right to dispose of and use such derived work including but not limited to:

- a) making abbreviations, cuts, structural changes and translations of the Work;
- b) modifying the entire Work and its individual fragments, including the right to edit, introduce corrections, changes and make adaptations;
- c) combining the Work and its fragments with other works, including those that have not been created as a result of the activities of the Applicant.

14. The rights referred to in section 12 above may be the object of further unrestricted transfer for the purposes of publication of the Work in Polish Heart Journal and making it available on the website on which Polish Heart Journal is or will be published in the future in electronic form. The rights granted hereby may be transferred onto other entities which will be entitled to the same. Within the scope of the rights granted herein the PCS is entitled to authorize third parties to

produce derived works based on the Work and to transfer and use such derived works and to permit such third parties to grant further permissions in this respect.

15. The PCS will be entitled, within the scope of the non-exclusive licence granted herein, to authorize other entities to use the Work in all the fields of exploitation indicated in section 11 hereof (i.e. to grant sub-licences), following which such entities will be authorized to grant further sub-licences.

16. The Applicant acknowledges and agrees that the Work may be reviewed by an anonymous reviewer of the same specialization as the Applicant and undertakes to include such reviewer's comments in the time indicated by the Editorial Board under pain of cancelling the publication.

17. The Applicant acknowledges that the PCS may not publish the Work, however, in the event of the approval of the Work for publication by the Editorial Board, he/she authorises the PCS to make the Work available to the public for the first time.

18. The Applicant acknowledges and agrees that the Work — if published in Polish Heart Journal — will be published free of charge and royalty free. The Applicant agrees that he/she will not demand any remuneration in connection with the conclusion, execution or scope of this licence agreement from the PCS or any third parties using the Work.

19. The Applicant declares that in the case of publication of the Work in Polish Heart Journal he/she agrees to the Work being signed with his/her first and last name and agrees to provide his/her specialization.

20. The Applicant undertakes to provide, upon the PCS's request, the necessary documentation confirming that he/she (and/or other co-authors indicated by him/her) holds copyrights and moral rights in the Work.

21. In the case of a third party claims against the PCS related to the use of the Work by the PCS or in the case of a third party filing for copyright infringement in connection with the Work, the Applicant undertakes to take all actions available to him/her to withdraw such claims against the PCS, and — if this is not possible — to insure the PCS against liability in relation to such third party claims (and in the course of possible court proceedings, to join PCS as intervening party and actively participate in the proceedings in order to dismiss third party claims). In any case, the Applicant will be obliged to bear the costs of legal representation, court costs and pay damages or cover costs of amicable settlement of the case.

22. The provisions of section 20 shall apply accordingly to third parties who, within the limits of the PCS licence, grant a sub-licence or permit to prepare a derivative work based on the Work and have the right to dispose of and use the Work.