

Licensing Agreement on the Disposal of the School Publication

made pursuant to Section 40 et seq. Law Act No. 618/2003 Coll. on Copyright and the Related Rights
(Copyright Law)

by and between

Author: Name and surname:
Date and place of birth:
Permanent residence:
Student of the UPJŠ Faculty
Department/Institute

and

Assignee: Pavol Jozef Šafárik University in Košice
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CRN: 00397768
Represented by: PhDr. Daniela Džuganová, director of UL UPJŠ in Košice

Article I

Subject Matter of the Agreement

The subject matter of this Agreement is granting the consent by the author of school publication (hereinafter also "publication") specified in Article II hereof to the Assignee for the disposal of the school publication (hereinafter the "license") under the terms and conditions as agreed herein.

Article II

Specification of the School publication

1. The author hereby grants his/her license to the Assignee for the following school publication¹:
- baccalaureate thesis,
 - degree thesis,
 - doctoral thesis,
 - PhD. Dissertation,
 - other publication specified as

bearing the title

.....

2. The school publication under paragraph 1 above has been conceived by its author – student of Pavol Jozef Šafárik University in Košice, which becomes the assignee of the license under this Agreement. By conceiving the publication, the study obligations of the Author have become complied with, following from their legal relationship to the Assignee in accordance with Law Act 131/2002 Coll. on Universities and on the Changes of and/or Amendments to Some of the Law Acts as amended.

Article III

Mode of Employment of the School Publication and the Scope of License

1. The Author hereby grants the right to the Assignee for making a digital copy of the school publication for the purpose of its bibliographical registration and keeping the publication in the

¹ Specify in the box the type of publication and fill in the correct text

University Library of UPJŠ in accordance with Section 8 par. 2 subpar. b) Law Act No. 183/2000 Coll. (Libraries Law Act).

2. The Author hereby grants to the Assignee the license covering the following scope²:
 - making the prepared digital copy of the school publication available online through the Internet without limitation, including the right of granting a sublicense to third persons for study, research, educational, and information purposes,
 - making available the prepared digital copy of the school publication online through the Internet after elapsing of years from the date of entering into this Agreement, including the right of granting a sublicense to third persons for study, research, educational, and information purposes,
 - making available the digital copy of the school publication by the University Library of UPJŠ for the study, research, educational, and information purposes only to the users within UPJŠ (Access check on the basis of computer IP addresses or through name and password),
3. The license granted by the Author to the Assignee under this Agreement is non-exclusive.
4. The Author hereby grants to the Assignee their license for an undefined period of time in accordance with period of the author's property rights under Section 21 Copyright Law Act.
5. By the extinction of the Assignee as legal entity, to which the license has been granted, the rights and obligations following from this Agreement shall be assigned onto the legal successor of the Assignee.

**Article IV
Consideration**

1. The author hereby grants the license to the Assignee free of charge.

**Article V
Original and Unalterable Character of the Publication**

1. The author hereby declares to have conceived the above publication by their own individual creative performance and that the publication is original.
2. The author hereby warrants that all of the copies of the publication, regardless of the carrier, are of identical content.
3. The Assignee may not alter the publication in any way.

**Article VI
Concluding Stipulations**

1. This Agreement is made in two equal copies, of which one copy is meant for the author, the other copy for Pavol Jozef Šafárik University in Košice.
2. This Agreement may only be changed or amended in form of an amendment in writing signed by both of the parties hereto.
3. The relations, not regulated by this Agreement explicitly, shall be governed by the generally binding legal regulations valid and effective in the Slovak Republic, specifically the stipulations of Copyright Law Act and those of the Civil Code.
4. The parties hereto declare that they have made this Agreement freely and seriously, they have not acted in error or under pressure, they have understood its content, in witness whereof they attach below their respective authentic signatures.

In date:

.....
Author

.....
Assignee

² Specify in the box the scope of license being granted.