

Licence Agreement on the Utilisation of a Work

concluded in accordance with Act No. 89/2012 Coll., Civil Code, as amended (hereinafter also referred to as “CC”) and in accordance with Act No. 121/2000 Coll. on Copyright, on Rights Related to Copyright and on Alterations to Selected Acts (Copyright Act), as amended (hereinafter referred to as “Copyright Act”),

concluded between the contracting parties:

1. Mr/Ms

First name and surname(s):

Address:

Birth registration number:

(hereinafter referred to as “author”)

and

2. Tomas Bata University in Zlín

Faculty of

Residing at:

Identification number: 70883521

Represented by (Dean of Faculty):

Person in charge of the implementation:

(hereinafter referred to as “assignee”)

Article 1

Glossary of Terms

1.1 A **work** is for the purpose of this Agreement a work created by a PhD student/candidate for the degree of Prof./Assoc. Prof. during an activity carried out when using equipment owned by the University or carried out in order to fulfil requirements arising from the legal relation to the assignee.

1.2 A **licence** is for the purpose of this Agreement an entitlement to utilise the work to the extent and under the terms and conditions as set out below.

Article 2

Work

2.1 The purpose of this Agreement is to grant a licence for the utilisation of a work, which is specified in detail as follows:

- Doctoral thesis
- Habilitation thesis
- Another type of specialized thesis

Thesis title:

whose supervisor is

defended on

at the Faculty of

handed over to the assignee in:

- printed formcopies of the thesis
- electronic form

which includes also:

- software
- other type of work specified as.....

(hereinafter also referred to as “work”)

2.2 The author declares that he/she has created the work hereinbefore described and specified by his/her individual creative activities. The author declares that he/she has not come into conflict with legal regulations during the process of creation of the work, particularly with the Copyright Act and the related regulations, and that the work is an original work.

2.3 The author declares that he/she has not granted a third party the exclusive right to utilise the work to the extent of the licence granted to the assignee in accordance with this Agreement prior to signing this Agreement. Furthermore, the author declares that he/she is aware of the fact that prior to the intended granting of the exclusive right to utilise the work to the extent of the licence granted to the assignee in accordance with this Agreement to a third party, he/she is obliged to inform the third party of the fact that he/she has already granted the non-exclusive licence for the utilisation of the work to the assignee. Otherwise, the author may cause damage to the assignee or to the third party.

2.4 The work is protected as a work produced in accordance with the Copyright Act, as amended.

Article 3 Granting a Licence

3.1 By this Licence Agreement, the author entitles the assignee to exercise the right of utilisation of the work (i.e. a licence) in the following manner¹:

3.1.1 **Duplicating** the work in the form of electronic copies made in order to make the work available to the general public by means of these copies, namely:

- a) in the manner of **making it available to the general public** in immaterial form, i.e. that anyone may have access to it at a location and in time of his/her own choice provided that he/she connects to the website <http://www.utb.cz> (**access for students, academic staff and the general public**).
- b) in the manner of **making it available to the general public** in immaterial form, i.e. that students and the academic staff of TBU in Zlín may have access to it provided that they log in to the internal network of TBU by means of a password (**access only for students and academic staff of TBU in Zlín**).

3.1.2 **Loaning** the copies of the work in material form for temporary use as a reference item in the building of the Library of TBU in Zlín.

3.1.3 **Loaning** the copies of the work in material form for temporary use as a non-reference item in the building of the Library of TBU in Zlín.

3.1.4 **Also in a manner different** from the manners specified, namely:
.....

3.2 The licence is granted worldwide, for the entire period of duration of copyright and rights of property over the work.

3.3 The author entitles the assignee to utilise the work in the manners specified in 3.1 to the following extent only:

- Without limitation
- For a limited period of years of the day when this Agreement is signed.

3.4 Furthermore, the author expresses consent to the work specified in Paragraph 2.1 of this Agreement being used free of charge for further processing or modifications by students or employees of the assignee, unless agreed otherwise by the contracting parties.

Article 4 Remuneration

The author entitles the assignee to utilise the work free of charge provided that the assignee will not utilise

¹The manner of and the extent to which the licence is granted will differ for particular cases; therefore, it will be necessary to modify the Licence Agreement individually in cooperation with the TBU Legal Services with respect to the factual intention of TBU in connection with the granting of the licence.

the work to earn profit and unless agreed otherwise in writing in the future².

Article 5

Data Related to the Authorship

5.1 The assignee undertakes to mention the data related to the author's authorship.

5.2 The assignee is also obliged to specify the reservation of copyright at the usual place:
copyright © first name and surname of the author, year of publication.

Article 6

Other Stipulations for the Utilisation of a Work

6.1 Provided that it is not in conflict with the legitimate interests of the assignee, the licence is granted as **non-exclusive**³. The assignee is entitled to grant the licence to a third party and grant sublicences only after previous consent by the author.

6.2 The author may utilise his/her work or grant a licence to another person, if it is not in conflict with the legitimate interests of the assignee, provided that the assignee (in compliance with this Licence Agreement) is entitled to request that the author should contribute appropriately towards the cost in the manner specified in the provision of § 60 Paragraph 3 of the Copyright Act.

In compliance with the provisions of § 60 Paragraph 3 of the Copyright Act, the assignee:

- does not request that the author should contribute towards the cost
- requests that the author should contribute towards the cost and, in accordance with mutual agreement between the parties, the contribution was set at CZK.....

6.3 The assignee is not obliged to utilise the work.

6.4 The assignee is entitled to merge the work with other works as well as include the work in a collection of works. The author gives the assignee the permission to have the work translated for the purpose of utilisation specified in this Agreement.

Article 7

Final Provisions

7.1 The Agreement has been drawn up in two copies, both having the validity of the original copy; each of the contracting parties shall receive one copy thereof.

7.2 Relations between the contracting parties established in and not regulated by this Agreement shall adhere to the Copyright Act and the Civil Code, as amended, and to other legal regulations, if applicable.

7.3 The Agreement reflects the true and free will of the contracting parties, who have clearly understood its content and consequences arising from it, and it has not been concluded in need or under markedly unfavourable conditions.

7.4 The Agreement comes into full force and effect on the day when it is signed by both contracting parties.

In Zlín on:

.....
Author

.....
Assignee

²Also in this case, the remuneration may be set differently for each particular case.

³The Agreement shall be adapted (as agreed by the author) to the current situation including the provisions related to the remuneration, which shall also be subject of negotiation with the author.