

LICENSE AGREEMENT № _____

Date of Licensor's signature

Moscow

_____, ____ 201__ .

PARTIES OF THE AGREEMENT.

Federal State Unitary Enterprise «Academic Scientific-Publishing, Printing Production and Book Distribution Center “Nauka”» (Nauka Publishers), hereinafter referred to as the “**Licensee**”, represented by Dmitry Pavlovich Korotkov, Acting Director, acting on the basis of the Charter, as the party of the first part, and the Author: *(name all co-Authors, if any)*

(hereinafter referred to as the “**Licensor**”), as the party of the first part, referred together herein as the “**Parties**”, have hereby agreed as follows.

1. SUBJECT OF THE AGREEMENT.

- 1.1. The Licensor shall transfer to the Licensee starting from the moment of signing this Agreement the exclusive rights (in line with Article 1236, item 1/2 of the Civil Code of the Russian Federation) to use the materials in the scope and pursuant to the terms set forth in this Agreement.
- 1.2. The transfer under this Agreement includes the right to use the research article entitled

(hereinafter, the “**Work**”), in size of _____ author's sheets.

The Work is a subject matter of copyright under the Civil Code of the Russian Federation.

- 1.3. For the purpose of this Agreement the Licensor shall transfer to the Licensee the exclusive rights to use the Work by any means and in any form as set forth in Article 1270 of the Civil Code of the Russian Federation, except for the rights to translate, reproduce and distribute the Work in English language, or otherwise use the English translation of the Work by any means and in any form identified in Article 1270 of the Russian Federation Civil Code worldwide and without limitation as to time.
- 1.4. The exclusive license under this Agreement is granted to the Licensee free of charge.
- 1.5. The exclusive license provided herein to the Licensee shall be active throughout the world.
- 1.6. The Agreement comes into force starting from the moment it is signed by Licensor and shall be in effect for the length of the copyright.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES.

2.1. Rights of the Licensor.

- 2.1.1. The Licensor shall not use the Work as set forth in this Agreement autonomously and shall not transfer the copyright to other parties for the full term of this Agreement, except for the provisions within Paragraph 2.1.2 below.
- 2.1.2. The Licensor retains the rights to translate the Work into English and transfer the licenses for the English translation at its discretion and on any terms, or otherwise use the English translation of the Work. It is understood that the right to translate the Work into other than English languages under this Agreement is transferred to the Licensee.

- 2.1.3. The Licensor shall have the right to use the Work free of charge for its personal, informational, scientific, educational and cultural purposes as provided by the Russian Federation laws without obtaining the Licensee's permission.
- 2.1.4. The Licensor represents and warrants that the rights granted under this Agreement will not in any way violate the rights (including the copyright) of a third party at the moment of signing the Agreement. The Licensor guarantees that he/she legally holds all rights that are subject to this Agreement and that all rights transferred hereunder do not infringe on rights or interests of other parties and are not under arrest or otherwise restricted.
- 2.1.5. The Licensor undertakes to deliver to the Licensee a full and complete typewritten paper copy of the manuscript of the Work and a copy in electronic version.
- 2.1.6. For the duration of this Agreement the Licensor shall refrain from any actions that may hinder the implementation of Licensee's rights to use the Work as provided under this Agreement
- 2.1.7. The Licensor allows the Licensee to enter into sub-license agreements that arrange for cession of the rights transferred under this Agreement to other parties provided the sub-license terms and conditions are in compliance with the initial Agreement.
- 2.1.8. The Licensor shall not require reports from Licensee on the use of transferred rights for the Work.

2.2. Rights of the Licensee.

- 2.2.1. The Licensee shall undertake to use the Work strictly within the rights and directions set forth in this Agreement.

3. LIABILITY OF THE PARTIES.

- 3.1. In case one of the Parties violates its obligations and warranties under this Agreement the other Party will have the right to claim a full compensation for the loss.
- 3.2. The Licensor shall cover the Licensee's losses if caused by infringement on the rights of other parties by this Agreement.

4. ARBITRATION AND SETTLEMENT OF DISPUTES.

- 4.1. Any and all disputes, controversies and other concerns between the Parties arising out of or relating to construction of this Agreement, or relating to the performance of any Party hereto, shall be settled by negotiations in good faith with each other.

Should they not reach an agreement by negotiations, any dispute arising out of or relating to this Agreement, or relating to the performance of any Party hereto, may be finally resolved and settled by the arbitration court according to the territory jurisdiction.


5. OTHER MATTERS

- 5.1. For the purpose of the present Agreement the Parties hereto specially declare that all terms and conditions expressed in this Agreement shall be applied both to the Work in whole and to any parts (fragments) contained therein.
- 5.2. As consistent with Article 428 of the Russian Federation Civil Code this Agreement is a contract of adhesion (an offer) with its terms and conditions as defined by the Licensee, and the other Party may sign this Agreement solely by accepting the Agreement in whole.

The Licensor's manuscript of the Work delivered to the scientific Journal for publication is considered an accept, that is the author's consent to publish the Work in compliance with terms and conditions under the said Agreement.
- 5.3. Upon every other point, not otherwise provided under this Agreement each Party hereto shall be governed according to the laws of the Russian Federation.
- 5.4. The Parties shall have the right to terminate this Agreement by mutual consent.

- 5.5. This Agreement comes into force provided the Journal's Editorial Board takes the decision to accept the Work for publication.
- 5.6. This Agreement has been made in two copies, one for each Party, both copies being identical and authentic. The Parties hereto agreed to process all documents relating to this Agreement in writing inclusive of exchanges by mail, telegraph, teletype, telephone, electronic or other means of communication, which authenticate the document as issued by the Party of the Agreement.

REQUISITES AND SIGNATURES OF THE PARTIES

<p><u>Licensee:</u></p> <p>NAUKA PUBLISHERS</p> <p><i>Registered seat:</i> 90, Profsouznaya st., Moscow, 117997 Russian Federation</p> <p>TIN: 7728044944; KPP: 772801001</p> <p><i>Bank details:</i> Sberbank of Russia, Moscow RCBIC: 044525225 Corr Acc: 30101810400000000225 Current Acc: 40502810238280100032</p> <p>on behalf of Licensee:</p> <p style="text-align: center;"> _____ / D.P. Korotkov</p> <p style="text-align: center;">M.П.</p>	<p><u>Licensor:</u></p> <p><i>Full name:</i> _____ _____</p> <p><i>Identification document:</i> _____ _____</p> <p><i>Contacts:</i></p> <p>e-mail: _____</p> <p>phone: _____</p> <p>fax: _____</p> <p>post address: _____ _____ _____</p> <p>other: _____ _____</p> <p style="text-align: right;">_____ / _____ /</p>
---	--