**License Agreement no. \_\_\_\_**

**To Use an Article in a Scientific Journal**

**Founded (Cofounded) by the Russian Academy of Sciences**

Moscow MMMM, DD, 202Y

(Full Name)

hereinafter referred to as the **Author[[1]](#footnote-1),** on the one hand, and the Federal State Budgetary Institution the Russian Academy of Sciences, represented by the Editor-in-Chief (or the designated substitute)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full Name)

of the scientific journal *The Scientific Journal Title,* acting under the letter of attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the **Licensee,** on the other hand, hereinafter collectively referred to as the Parties, concluded this Agreement (hereinafter, the Agreement) on the following:

**Terms:**

**The Platform** means the editorial and publishing system of the National Platform of Periodical Scientific Publications, operated by the federal state budgetary institution “Russian Center for Science Information” (RCSI).

**The Article** means the text of the scientific article specified in clause 1.1. of this Agreement, illustrations and other constituent parts of the article, transferred by the Author to the Licensee in electronic form through the Platform in accordance with the Procedure for submission of articles through the Platform, established by the Russian Center for Science Information (RCSI).

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Author shall grant the exclusive Licensee, within the bounds stipulated herein, the right to use the Author's scientific article previously not made public "*The Name of the Scientific Article*" (hereinafter, the **Article**) in the scientific journal *the Title of the Scientific Journal* (hereinafter, the **Journal**).

1.2. This Agreement is concluded with the suspensive condition under Article 157 of the Civil Code of the Russian Federation. The rights and obligations under this Agreement (except for the Author's obligation to extend the scientific article under clause 2.2 of the Agreement) shall arise provided the editor-in-chief (editorial board) of the Journal accepts (approves) the Article for publication. Within five business days since the decision was made, the Author is notified in writing or by e-mail of the acceptance (approval) of the Article for publication or of the refusal to publish the Article.

1.3. The Licensee may use the Article only within the rights and ways stipulated by the Agreement. The right to use the Article not specified directly in the Agreement shall not be considered granted to the Licensee.

1.4. The Author shall grant the Licensee an exclusive license to use the Article in the following ways:

- the reproduction of the Article, as well as the metadata of the Article, in any material form, including on paper and/or electronic media as a separate work and/or as part of the Journal, and/or as part of the Licensee's and/or other parties' databases, at the Licensee's discretion (the right to reproduce);

- the dissemination of copies of the Article, as well as the metadata of the Article, or any other disposal of its original or copies, including on paper and/or electronic media as a separate work and/or as part of the Journal, and/or as part of the Licensee's and/or any other parties' databases, at the Licensee's discretion (the right to disseminate), including distributing or otherwise using the Article or portions (excerpts) thereof for publication in scientific, educational, technical or professional journals or other periodicals and derivative works; in printed and electronic versions of such journals, periodicals and derivative works in all media and formats now existing and which may arise in the future;

- making the Article available to the public in a way that any person may gain access to the Article from any place and at any time out of preference (the right to make available to the public);

- reprocessing of the Article by translating it into foreign languages at the Licensee's option, and using the reprocessed (translated) Article in the above ways.

The Author shall allow the Licensee to use the Article on a worldwide basis.

The Author shall assign the right under this Agreement free of charge.

The Author shall give advance consent to the Licensee for the Licensee to conclude sublicense agreements whose subject matter will be of the right to use the Article within the rights and ways of usage stipulated herein for the Licensee, including when making contracts to transfer the Article's materials for desktop publishing; reviewing; scientific, literary, and copy-editing; for the making and processing of illustrative materials. The Licensee shall be responsible before the Author for the sublicensee's activities.

1.5. The Agreement shall be in effect for the entire period of the exclusive copyright provided for in the applicable laws of the Russian Federation.

1.6. The Author who has given the Article under the Agreement for the usage under cl. 2 of art. 1268 of the Civil Code of the Russian Federation shall be considered to have agreed to the publication of the Article.

1. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Licensee undertakes:

- under article 1287 of the Civil Code of the Russian Federation, to begin using the Article within a period usual for this type of works and their application, calculated after the editor-in-chief (editorial board) of the Journal has decided to accept the Article for publication. The time of using the Article through its reproduction is determined according to the periodicity of issuing the Journal. The Journal's periodicity is given in the imprint of each issue of the Journal;

- not to introduce without the Author's written consent changes, abridgments, and additions to the Article, including its title and the designation of the Author's name, as well as not to provide the Article with illustrations, forewords, afterwords, commentaries, and any explanations without the Author's consent;

- to ensure free delivery to the Author's e-mail an electronic PDF copy of the Article provided the Author has given his/her e-mail address herein;

- to ensure the review of the Article; the scientific, literary, and desktop editing; the making and/or processing of illustrative material provided for by the Author or the Licensee in the presence of the Author's consent to its inclusion into the Article; the making of the camera-ready copy; and the printing of the Article.

2.2. The Author undertakes:

- to submit the scientific article in the Russian language on a tangible medium or electronically (electronic media, e-mail) or through the Platform in accordance with the Procedure for submission of articles through the Platform established by RCSI no later than the date of entering into this Agreement;

- during the preparation of the Article for publication, to remove orthographic, syntactic, stylistic, editorial, and factual errors from the text of the Article, identified by the Licensee's editor and proofreader, identified by the reviewers and accepted by the Journal's editorial board. The Author may disregard remarks that distort the meaning of the Article and the intention of the Author;

- to approve the text of the Article after its proofreading by the Licensee within a period of no more than 5 working days from the date of receipt by the Author from the editorial board of the Journal of the text of the Article after proofreading, unless another period of time is set by the editorial board of the Journal;

- to introduce into the Article's galley changes associated with the need to correct errors made in the original of the Article and/or introduce factual and momentary corrections.

2.3. The Author shall have the right, before the actual publishing of the Article, to forgo the previously made decision to publish it (the right to retract the Article) and compensate for all losses borne by the Licensee.

3. GUARANTEES OF THE PARTIES

3.1. The Author guarantees that:

* he/she is the legitimate copyright holder of the Article;
* by the time this Agreement has entered into force, the Author is not aware of the rights of third parties that might be violated by granting an exclusive license for the use of the Article under the Agreement;
* by the time of entering into the Agreement, the exclusive right for the Article is not pledged and not granted under license agreements to other persons;
* by the time of entering into the Agreement, the Author's rights for the Article are not litigated.

3.2. The Licensee guarantees the compliance with the legal interests and personal nonproperty rights of the Author.

* 1. The Author guarantees that the Article does not contain materials not liable for publication in open press in line with the current legislation of the Russian Federation and the publication and dissemination of the Article will not lead to the disclosure of secret (confidential) information, including commercial or state secrets.
  2. The Author guarantees that the Article contains all references to cited authors and sources of publication of borrowed content as stipulated by current legislation.

1. THE CONDITION FOR CONCLUDING THE AGREEMENT

4.1. Under art. 428 of the Civil Code of the Russian Federation, the Agreement is an accession agreement, the terms of which are determined by the Licensee and which can be signed by the Author solely by joining this Agreement as a whole.

4.2. By signing the Agreement, the Author agrees to the processing and storage of the Author's personal data specified in this Agreement, as well as to the processing of the Author's personal data contained in the metadata of the Article by third parties specified in clause 1.4. of this Agreement under Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

The Licensee has the obligation not to disclose to third parties and not to disseminate the Author's personal data except for the data contained in the metadata of the Articles and used to individualize the Author when publishing the Article without the consent of the Author as the subject of personal data unless otherwise stipulated by Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

4.3. By signing this Agreement, the Parties agree to use a simple electronic or qualified electronic signature when sending legally significant messages in the course of execution of this Agreement.

4.4 This Agreement shall be concluded on a tangible medium or in electronic form (electronic medium, electronic mail) or on the Platform by signing it by electronic signatures of the Parties. At the Author's request, the Contract concluded on the Platform may be given to him/her in a printed form.

1. SETTLEMENT OF DISPUTES

5.1. All disputes and disagreements that may arise during the execution of this Agreement shall be settled under the current legislation of the Russian Federation.

5.2. Before the institution of legal proceedings, each Party shall lodge a claim to the other Party. The answer to the claim shall be sent within 10 (ten) business days.

1. EARLY TERMINATION OF THE AGREEMENT

6.1. The Agreement shall terminate before the expiry date in case:

6.1.1 The Author decides to retract the Article under cl. 2.3 hereof.

6.1.2 Of mutual rescission and, in the case stipulated by the legislation of the Russian Federation, as requested by either Party.

1. MISCELLANEOUS

7.1. In failure to perform or improper performance of their obligations under the Agreement, the Parties shall bear responsibility under the current legislation of the Russian Federation.

7.2. All amendments and supplements to the Agreement are finalized and signed by the Parties in the manner prescribed for the conclusion of the Contract (clause 4.4.of the Agreement). The duly finalized supplements and amendments are integral parts of the Agreement.

7.3. In all other matters not covered by this Agreement, the Parties shall be governed by the current legislation of the Russian Federation.

ADDRESSES AND DETAILS OF THE PARTIES

|  |  |
| --- | --- |
| Author: | Licensee: |
| Full Name, Passport details, e-mail address | Full Name, details of the scientific Journal. |
| \_\_\_\_\_\_\_\_\_\_\_\_ / / | \_\_\_\_\_\_\_\_\_\_\_\_ / / |

1. Acting on behalf of a group of authors, it is necessary to have the letters of attorney from all the authors. Otherwise, the Agreement shall designate all the authors, and all the authors shall sign the Agreement. The letter of attorney shall be finalized as an agreement under cl. 3 of art. 1219 of the Civil Code. [↑](#footnote-ref-1)