

## **License agreement for the right to use a scientific work (article) in a scientific periodical**

**Private higher education institution "Moscow Witte University"**, represented by Rector Alexander Vyacheslavovich Semenov, acting on the basis of the Charter, hereinafter referred to as «Publisher», invites an indefinite group of persons (hereinafter referred to as the "Author (Co – Authors)") to conclude this agreement (hereinafter referred to as the " Agreement") on the publication of a scientific work (hereinafter referred to as the " Article") in the Publisher's scientific periodicals under the following conditions.

### **1. Subject of the agreement**

1.1. The Author (Co-Authors), since the entry into force of this Agreement, grants the Publisher, free of charge, for the duration of the copyright provided for by the current legislation of the Russian Federation, a non-exclusive right to use the information created by the Author (Co-Authors). An article approved and accepted for publication in a scientific periodical (hereinafter referred to as the " Journal") within the limits provided for in this Agreement, without reserving the Author (Co-authors) the right to issue similar licenses to other persons.

1.2. In accordance with par. 2 of Art. 1270 of the Civil Code of the Russian Federation and this Agreement, the use of the Article means:

- reproduction of the Article, i.e. production of one or more copies of the Article or its separate part in Russian or a foreign language in any material form, including on paper and electronic media, as a separate work and/or as part of the Journal(s) and/or databases of the Publisher and/or other persons, including foreign companies, at the discretion of the Publisher;

- distribution of the Article or its separate part on any material medium in Russian or foreign language on the territory of the Russian Federation and on the territory of foreign countries as a separate work and/or as part of the Journal(s) and/or databases of the Publisher and/or other persons, at the discretion of the Publisher;

- posting Articles on the Internet;

- making the Article or a separate part of it available in such a way that any person can access the Article from any place and at any time of their own choice (making it available for anyone, including via the Internet).

Submission of reports by the Publisher on the use of the Article or its separate part within the framework of this Agreement is not required.

1.3. Other rights which are not transferred directly to the Publisher under this Agreement, including patent rights to any processes, way or methods, etc. described by the Author (Co-Authors) in the Article, as well as trademark rights, are reserved for the Author (Compilers) and other copyright holders.

The granting of rights under this Agreement includes the right to translate the Article from Russian into any foreign language, as well as processing the form of providing the Article for its use in interaction with computer programs and systems (databases), publication and distribution in machine-readable format and implementation in search systems (databases).

1.4. The territory on which the use of the rights to the Article granted under this Agreement is allowed is not limited.

1.5. Rights are transferred by the Author (Co-authors) to the publisher free of charge. Publication of an Article does not entail any financial contributions to the Author (Co-Authors), unless otherwise established by an additional agreement between the Author (Co-Authors) and the Publisher.

### **2. The author (Co-authors) guarantees that:**

2.1. The Author(s) is (are) the valid copyright holder(s) of the exclusive rights to the Article, that the rights granted to the Publisher under this Agreement were not transferred to them (have not been transferred to them) earlier;

2.2. The article is an original work, and that the Author (Co-authors) has not previously published the Article in other printed and/or electronic media, except for the publication of a preprint (manuscript) of the Articles on their website (if any), and that the Article was not created in order to fulfill their employer's assignment and is not an official work;

2.3. The article contains all references to quoted authors whose works are used, and sources of publication of borrowed materials that the Author (Co-authors), provided by the current copyright law obtained all necessary permissions on the results, facts and other borrowed materials used in the Article, the right holder(s) of which the Author(s) is (are) not;

2.4. The article does not contain materials that are not subject to publication in the open press, in accordance with the current legislative acts of the Russian Federation, and its publication and/or distribution by the Publisher will not lead to the disclosure of secret (confidential) information (including state or official secrets).

### **3. Rights and obligations of the Author (Co-authors)**

#### **3.1. The author (Co-authors) undertakes to:**

3.1.1. Submit the Article's manuscript to the Publisher for the purposes of publication in accordance with the requirements and rules for Authors (Co-Authors) developed by the Publisher.

3.1.2. During the process of preparing an Article for publication:

– comply with the requirements of the Publisher (Editorial Board, Editorial Staff) on design, structure and completeness;

– make corrections to the text of the Article specified by the Publisher, and/or, if necessary, at the request of the Publisher, finalize the Article within the time limits agreed upon additionally.

3.1.3. Do not publish the Article in other printed and/or electronic publications in Russian or a foreign language, and do not distribute it without the Publisher's consent.

3.1.4. Use an electronic copy of the Article prepared by the Publisher and transmitted to the Author (Co-Authors) exclusively in accordance with the terms of this Agreement.

3.1.5. Comply with the requirements of the current legislation of the Russian Federation and the terms of this Agreement.

#### **3.2. The author (Co-authors) has the right to:**

3.2.1. Photocopy or transmit to colleagues a copy of the published Article in whole or in part for their personal or professional use, for the promotion of academic or scientific research, or for informational purposes free of charge.

3.2.2. Use separate figures or tables and excerpts of text from the Article for their own training purposes or for inclusion in other work, or for submission in electronic format in the internal (secure) computer network or on the external website of the Author (Co-authors) or his/her (their) employer.

3.2.3. Include the materials of the Article in educational collections for use in the classroom, for free distribution of materials to students of the Author (Co-Authors), or save the materials in electronic format on a local server for students to access as part of the course of study, as well as for internal training programs in the employer's institution.

### **4. The publisher undertakes to:**

4.1. Provide, at its own expense, the review of the Article, proofreading, literary and scientific editing, production of the electronic original-layout by recording it on CD, the state registration of the issue of the Journal in which the Article is placed, reproduction and distribution of the Article on any medium as a separate work and/or as part of the Journal(s) and/or databases of the Publisher and/or other persons, at the discretion of the Publisher, including foreign ones, Placing the Article on the Internet in accordance with the terms of this Agreement.

4.2. Coordinate the scientific and/or literary changes made to the Article with the Author (Co-Authors).

4.3. Comply with the requirements of the current legislation of the Russian Federation and the terms of this Agreement.

4.4. Comply with the rights of the Author (Co-authors) to the Article, including copyrights and other intellectual property rights..

#### **5. The publisher guarantees:**

- right to inviolability of the Article and protection from distortion;
- respect for personal non-property and other rights of Authors (co-authors).

#### **6. The publisher has the right to:**

6.1. In any subsequent authorized use by the Author (Co-authors) and/or other persons of the Article (including any of its separate parts, fragments), require these persons to indicate (reference) to the Journal in which the Article was published, the Publisher, the Author (Co-authors), the title of the Article, the Journal number and the year of publication.

6.2. At its discretion, post in the media and other information sources (including on the Internet) preliminary information and information about the forthcoming publication of the Article.

6.3. Establish rules (conditions) for accepting and publishing materials. The Editorial Staff has the exclusive right to select and/or reject materials submitted to the editorial office for publication. The material carrier of the manuscript of an Article submitted by the Author (Co-Authors) to the Editorial office of the Journal is not subject to return by the Publisher. The editorial board does not enter into correspondence with the Author (Co-authors) on the issues (reasons) for rejecting the Article by the editorial board.

6.4. Use the Article at their own discretion by any means, within the limits of this Agreement.

#### **7. Procedure for concluding the Agreement, changing its terms and conditions, and terminating it**

7.1. The Agreement shall be posted on the website of the Publisher and shall be an offer (public offer) of the Publisher to an unspecified circle of persons (Authors, Co-authors) to conclude this Agreement with full and unconditional acceptance of its terms (Acceptance) by the Author (Co-authors).

7.2. The Agreement enters into force from the moment of acceptance of the Offer by the Author (Co-authors), the duration of the Agreement is unlimited.

7.3. The conclusion of the Agreement by the Author (Co-authors), that is, the full and unconditional acceptance (Acceptance) by the Author (Co-authors) of the Terms of the Agreement, is the transmission to the Publisher of the Article accompanying the letter of the Author (Co-authors) in electronic form through the service of submitting articles on the official site of the Journal with simultaneous confirmation on the site of the Journal of familiarization with the terms of the contract and acceptance of them, which creates civil-legal consequences of acceptance of such consent.

7.4. The Publisher reserves the right to specify the authorship of the Article.

7.5. The Publisher agrees and acknowledges that the amendment of the Offer entails the amendment of the Agreement previously concluded and in force between the Publisher and the Author (Co-authors) and these amendments to the Agreement enter into force at the same time as such changes in the Offer.

7.6. In the event of withdrawal of the Offer by the Publisher during the term of the Agreement, the Agreement shall be considered terminated upon its withdrawal.

7.7. The Agreement may be terminated in accordance with any of the following provisions:

7.7.1. By agreement of the Parties at any time.

7.7.2. On other grounds provided for in this Agreement.

7.8. The termination of the Agreement on any ground shall not absolve the Parties from responsibility for breaches of the Agreement arising during its validity.

7.9. In accordance with Art. 1269 of the Civil Code of the Russian Federation, the Author (Co-authors) has (have) the right to reject the previously made decision on the publication (reproduction) of the Article (right to withdraw) provided that the Publisher is compensated for damages caused by such decision. If the Article is published, the Author (Co-authors) is also obliged(s) to publicly announce its withdrawal.

## **8. Responsibility of the Parties**

8.1. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement in accordance with the current legislation of the Russian Federation.

8.2. In case of claims (complaints, proceedings) made by third parties against the Publisher for violation of exclusive copyright and/or other intellectual property rights of third parties when the Article is used by the Publisher or in connection with the conclusion of the Author (Co-author) The Author (Co-authors) undertakes (undertake):

– immediately after receiving the Publisher's notification, take measures to settle disputes with third parties, if necessary, enter into legal proceedings on the Publisher's side and take all actions in its power to exclude the Publisher from the list of defendants;

– to compensate the Publisher for the legal expenses, expenses and damages incurred due to the application of security measures and enforcement of the judgment, paid by the Publisher to a third person for violation of exclusive copyright and other intellectual property rights, as well as other losses incurred by the Publisher due to failure of the Author (Co-authors) to comply with the guarantees provided by him/her (them) under this Agreement.

8.3. Violation of authorship by the Author (Co-Authors) established by the Publisher (attribution of authorship, plagiarism), or other illegal use by the Author (Co-Authors) of Article, entails immediate termination of this Agreement.

8.4. The Parties are exempt from liability for violation of the terms of this Agreement if such violation is caused by force majeure circumstances (force majeure), including: actions of state authorities (including adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil disturbances, riots, any other circumstances that may affect the performance of the Parties to the Agreement.

## **9. Dispute Resolution procedure**

9.1. Disputes and disagreements will be resolved by the Parties through negotiations, and in case of failure to reach an agreement – in accordance with the current legislation of the Russian Federation.

9.2. If there are unresolved disagreements between the Parties, disputes are resolved in court at the Publisher's location in accordance with the current legislation of the Russian Federation.

## **10. Final provisions**

10.1. Everything else that is not directly regulated by this Agreement is subject to settlement by the Parties in accordance with the current legislation of the Russian Federation, the rules (conditions) for accepting and publishing materials in the Journal, which are valid for the Publisher at the moment of submitting the Article to the editorial board of the Journal.

10.2. In accordance with Art. 6 of the Federal Law " On Personal Data " No. 152-FZ of July 27, 2006, during the period from the moment of conclusion of this Agreement and until the termination of the obligations of the Parties under this Agreement, the Author (Co-Authors) expresses consent to the processing of personal data of the Author (Co-authors) by the Publisher,

including (but not limited to) their transfer to third parties: last name, first name, patronymic; email address; academic degree, academic title; membership in state or public scientific organizations; information about the place of work.

10.3. The Publisher has the right to process the specified personal data for the purpose of fulfilling this Agreement, including performing information and reference services for the Author (Co-Authors). Processing of personal data means actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer to third parties), depersonalization, blocking and destruction of personal data.

10.4. The Author (Co-authors) has the right to withdraw consent to the processing of personal data by sending a corresponding notification to the Publisher in cases stipulated by the legislation of the Russian Federation. Upon receipt of the specified notification, the Publisher suspends the provision of services.

## 11. Publisher's legal address and bank details

### **PHEI "Moscow Witte University"**

Address: 12 2nd Kozhukhovskiy Ave., building 1, Moscow, 115432

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TIN / KPP 7712076411 / 772501001

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/Semenov A.V./