**Non-exclusive licence agreement**

**No. \_\_\_\_\_\_**

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| --- | --- |
| Kaliningrad | \_\_\_ \_\_\_\_\_\_\_\_\_ 202\_  |

The Immanuel Kant Baltic Federal University federal state autonomous higher education institution (hereinafter referred to as the ‘Licensee’), represented by Rector Aleksandr A. Fedorov acting under the Charter, of the one part,

and the person(s) whose creative efforts have produced the copyright object (hereinafter referred to as the Work), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 *full names of the author(s) signing into the Agreement*

(hereinafter referred to as the Licensor[s]), acting as (a) natural person(s), of the other part, referred to collectively as the ‘Parties’ and individually as a ‘Party’ have concluded this agreement on the grant of the right to use the Work (hereinafter referred to as the ‘Agreement’). It is agreed as follows.

1. Scope of the Agreement

1.1.  Under this Agreement, the Licensor(s) grant(s) the License non-exclusive right to use the Work within the scope and for the term specified in this Agreement, free of charge.

1.2. Under this Agreement, using the Work means the publication of the Work in the journal *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter referred to as the ‘Journal’) produced by the Licensee and the other instances of civil use within the scope specified in this Agreement.

1.3. The object of this Agreement is the copyright object, i.e. the Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(the title of the Work, other identifying characteristics of the Work)*

1.4. The author(s) of the Work is the Licensor(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and

 *full name(s) of the Licensor(s)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *full name(s) of the Author(s) signing this Agreement*

(hereinafter referred to as the Author[s]).

2. Guarantees

2.1. The Licensor(s) guarantee(s) that he/she/they hold(s) the exclusive right to the Work lawfully and in its entirety.

2.2. The Licensor(s) guarantee(s) that he/she/they is/are authorised to conclude and sign this Agreement and has/have the consent of all the Authors of the Work specified in clause 1.4. of this Agreement to perform these actions.

2.3. The Licensor(s) guarantee(s) that the Work has not been previously transferred under a contract for reproduction or other use within the scope specified in this Agreement.

2.4. The Licensor(s) guarantee(s) that, on the date of this Agreement, he/she/they is/are under no obligation to convey the exclusive right to the Work to a third party.

2.5. The Licensor(s) guarantee(s) that:

- the Work is original and a product of the creative efforts of the persons specified in clause 1.4 of this Agreement;

- the Work has been submitted for consideration only to the Journal published by the Licensee;

- the author(s) has/have not previously published the Work either in full or in part in other printed and/or electronic outlets, except for the publication of the preprint (manuscript) of the Work on the website of the Author(s) of the Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 (the name of the website, if applicable)

- the Work is not a result of the Author(s) carrying out an assignment by her/his/their employer; the Work is not an employer-commissioned work;

- the Work was not created under a contractor agreement.

2.6. The Licensee guarantees that, upon conveyance of the right to use the Work, the Licensee will not infringe the copyright of the Author(s) of the Work construed in accordance with the laws of the Russian Federation, including inalienable personal non-property to the Work.

3. The rights and obligations of the Parties

3.1. The Licensor(s) grant(s) the Licensee the right to publish the Work in the Journal and to create an online electronic version of the Work specified in clause 1.3. of this Agreement, using the electronic version of the Work provided by the Licensor. When submitting the electronic version of the Work, the Licensor shall comply with the requirements and conditions for publication in the Journal selected by the Licensor. The applicable requirements and conditions are publicly available on the website of the IKBFU Press at http://journals.kantiana.ru.

3.2. The Author(s) grant(s) the Licensee the right to reproduce the Work contained in the archive of the Journal, including the right to reproduce the Work and to store its machine-readable copies, as well as the right to sub-license under contract the right to the Work obtained under this agreement, partially or fully, to third parties without payment of remuneration to the Licensor.

3.3. The Licensor grants the Licensee the right to:

- use the Work by selling the Journal;

- distribute the Journal via subscription;

- publish the full-text version of the Work open access on the website of the IKBFU Press at (http://journals.kantiana.ru), the Scientific Electronic Library (www.elibrary.ru), as well as other research databases, electronic library systems and online research information resources;

- grant access to the abridged online or full-text version of the Work;

- use the metadata (the title, author’s/authors’ (right holder’s / right holders’) name(s), abstracts, bibliographies, etc.) of the Work by disseminating and making it available to the public, processing and systematising it.

3.4. The Licensor grants the Licensee the right to use the Work by providing access to the abridged or full-text version of the Work, online or local (recorded on an electronic medium).

3.5. All the above rights are granted by the Licensor to the Licensee for a period of 3 (three) years free of charge and without geographical limitation. The right to use the Work under the terms of this Agreement shall be automatically extended for each subsequent three (3) year term unless either Party has initiated the cancellation or amendment of this Agreement not later than one month prior to the expiry of the Agreement.

3.6. In accordance with Article 9 of Federal Law No. 152-FZ of 27.07.2006 On Personal Data, the Author(s) freely, of his/her/their own free will and in his/her/their own interest, submit(s) his/her/their personal data and give(s) his/her/their consent to the Licensee to process the following personal data:

• first name, last name, patronymic name (if any);

• date of birth;

• passport details;

• permanent address;

• mailing address for correspondence;

• name of employer or place of study, as appropriate;

• position;

• academic degree and title;

• e-mail;

• contact phone number.

The purpose of data processing: the publication of the work in the journal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ‘Journal’) produced by the Licensee and other civil uses of the work within the scope specified in this Agreement. The list of operations with the personal data covered by the consent: collection, systematisation, accumulation, deidentification, blocking and elimination.

The duration of the consent for personal data processing: 3 (three) years from the date of this Agreement.

The author(s) confirm(s) that the Licensee shall be entitled to the right to process the following personal data by entering them into the electronic databases and information systems of the Licensee, including them in analytical and statistical reports, creating reasonable links between works of research, literature and art: full name, academic title, position and name of the employer (place of study), e-mail address.

 The author(s) consent(s) to the publishing of the following personal data in open access sources: full name, academic title, position and name of the employer (place of study), e-mail address – all of the above considered publicly available personal data.

In case the Author(s) sign(s) any document (application, questionnaire, etc.) in own handwriting, the Author’s/Authors’ handwritten signature on such a document will mean his/her/their consent to the processing of all personal data specified in such a document for the purposes of execution of the said document.

The Author(s) confirm(s) that the personal data provided by him/her/them that the Licensee shall disclose in accordance with the laws of the Russian Federation are publicly available.

The Author(s) shall be entitled to the right to withdraw his/her/their consent to the processing of personal data by drawing up an appropriate written document, which may be sent to the Licensee by registered mail with acknowledgement of receipt or delivered in person against written acknowledgement to a representative of the Licensee.

3.7. In accordance with Article 10 of Federal Law of 27.07.2006 No. 152-FZ On Personal Data, the Author(s) give(s) consent to the Licensee for processing his/her/their personal data by dissemination.

The purposes of personal data processing: dissemination by publishing on the Licensee’s website at https://journals.kantiana.ru/, on the platform of the Scientific Electronic Library at https://elibrary.ru/ and in the CyberLeninka scientific electronic library at https://cyberleninka.ru/.

The list of personal data, the distribution of which is covered by the consent: last name, first name, patronymic name (if any); the name of the employer (place of study); position; academic degree, academic title; e-mail address.

The period of the validity of the consent: until the page where the personal data are published is deleted from the Internet.

The conditions and limitations on the processing of the above personal data (**tick whichever applies**):

- dissemination of personal data in the public domain, without granting access to the said data:

* allowed
* forbidden

- processing of personal data by the general public, excluding obtaining access to the said data:

* allowed
* forbidden

- conditions for processing personal data by the general public:

* no conditions imposed
* the following conditions are imposed:

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The conditions under which the personal data obtained can be transmitted by the Licensee only through the Licensee’s internal network, ensuring access to information only for selected employees, either through the use of information and telecommunications networks or without transmitting the personal data obtained:

 not imposed

 the following conditions are imposed:

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This consent may be withdrawn by the Author(s) or his/her/their representative by sending to the Licensee a request to cease dissemination of all or selected personal data, by registered mail with acknowledgement of receipt or delivered in person against written acknowledgement to a representative of the Licensee.

3.8. In accordance with Article 6, paragraph 3, and Article 9 of Federal Law No 152-FZ of 27.07.2006 On Personal Data, the author(s) express(es) his/her/their consent/non-consent (underline) to the cross-border transfer of the following personal data: last name, first name, patronymic (if any) – by the Licensee to the third party: Crossref Publishers International Linking Association, Inc., 50 Salem St Lynnfield MA 01940 the name or full name of the foreign correspondent, address to the USA state, which does not ensure proper protection of the rights of owners of personal data, – for the purpose of assigning a unique DOI number. This transfer will be carried out by automatic personal data transfer the method of cross-border personal data transfer from "\_\_"\_\_\_\_\_\_\_\_\_\_ \_\_\_ until "\_\_"\_\_\_\_\_\_\_\_\_\_ \_\_\_.

3.9. In case of any changes in any personal data submitted by the Author(s) to the Licensee, the Author(s) undertake(s) to inform the Licensee without delay of his/her/their new personal data, for the processing of which the Author(s) give(s) his/her/their consent and which shall be processed by the Licensee in accordance with the consents given in clauses 3.6., 3.7., 3.8. of this Agreement.

3.10. The Licensee undertakes:

- not to make any changes to the content of the Work after its publication, without the written consent of the Licensor, except as provided by this Agreement;

- to put information about the Work in the table of contents of the Journal on the website of the IKBFU Press at http://journals.kantiana.ru and provide access to it to users under the terms of this Agreement.

3.11. The Licensee shall be entitled to the right to:

- demand and receive from the Licensor any necessary information about the Work;

- translate (convert) the Work into formats used by:

a) the federal bodies for supervision of communications, information technologies and mass communications;

b) the federal scientific electronic library eLibrary.ru.

3.12. The Licensee shall be entitled to the right to transfer to third parties the right to use the Work within the scope specified hereunder, upon agreement with the Licensor, by issuing a sublicence.

3.13. The Licensor(s) shall be entitled to the right to monitor the manner and conditions of the use of the Work and request necessary information for this purpose.

3.14. If the Licensor(s) has/have sent a copy of the Work that does not comply with the requirements and conditions for publication in the selected Journal, the Licensee shall notify the Licensor thereof. All content-related corrections shall be agreed upon by the Licensor, and the Licensor guarantees that all other Authors of the Work agree to the corresponding changes.

3.15. If the Licensor(s) and (or) other Authors of the Work do not agree to the changes made, the Licensor (s) withdraws the Work and must notify the Licensee thereof without delay.

4. The duration of the Agreement

4.1 This Agreement shall come into force upon signing by both Parties and shall be valid for 3 (three) years.

4.2 The duration of this Agreement shall be prolonged automatically for a period of 3 (three) years if neither of the Parties has initiated its cancellation or amendment not later than one month prior to the expiry.

4.3 Agreements to amend the terms and conditions of this Agreement or terminate this Agreement shall come into force upon signing thereof by both Parties.

4.4 The Contract shall be terminated in the case stipulated in clause 3.15. of this Agreement.

5. Remuneration and payment

5.1.  The right to use the Work under this Agreement shall be granted free of charge.

6. Liability of the Parties

6.1. The Parties shall be liable for the failure to fulfil or improper fulfilment of their obligations under this Agreement, in accordance with this Agreement and the laws of the Russian Federation.

6.2 The Party that fails to fulfil or improperly fulfils its obligations under this Agreement shall be obliged to compensate the other Party for the losses caused by such non-fulfilment. The burden of proof of losses lies on the injured Party.

6.3 If the Licensor(s) violate(s) the terms and conditions of clauses 2.1.–2.4. of this Agreement, the Licensor(s) shall be liable for the possible infringement of the rights of, and losses incurred by, the other Author(s) of the Work and (or) third parties.

7. Grounds and procedure for the termination of this Agreement

7.1. This Agreement may be terminated by mutual consent of the Parties or unilaterally upon written request from one of the Parties, in accordance with this Agreement and the law of the Russian Federation.

7.2. The termination of this Agreement shall not release the Parties from liability for the failure to fulfil/improper fulfilment of their obligations under this Agreement.

7.3. The Licensee shall be entitled to the right to terminate this Agreement unilaterally if

- on the date of this agreement, the Licensor(s) and or any of the Author(s) specified in clause 1.4 of this Agreement did not have an exclusive right and (or) to the Work or corresponding copyright;

- The Licensor has failed to fulfil the obligations stipulated by clauses 3.6.–3.8 of this Agreement;

- The Licensor has failed to fulfil the obligation stipulated by clause 3.15. of this Agreement.

8. Dispute resolution

8.1. Should any disputes arise between the Parties regarding matters contained in this Agreement, the Parties shall make all reasonable efforts to resolve such disputes through negotiation.

8.2. Should the Parties fail to resolve such disputes through negotiation, such disputes shall be settled in court.

9. Final provisions

9.1.The Parties shall not be bound by any supplementary verbal agreements. The text of this Agreement is fully consistent with the actual intentions of the Parties.

9.2.  This Agreement overrides any prior correspondence between the Parties on the subject matter of this Agreement.

9.3. In all matters not provided by this Agreement, the Parties shall be governed by the applicable law of the Russian Federation.

9.4. The Parties acknowledge that if any of the provisions of this Agreement becomes invalid during the term of this Agreement due to a change in the applicable law, the remaining provisions of this Agreement shall be deemed to be binding throughout the term of this Agreement.

9.5. This Agreement is made in \_\_\_\_ 1 + the number of the Licensor copies, one copy for each Party. Each copy shall be of equal validity.

10. Addresses and details of the parties

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| **Licensee****Immanuel Kant Baltic Federal University federal state autonomous higher education institution****14 Al. Nevskogo St, Kaliningrad, 236041, Russia****INN 3906019856 KPP 390601001****OGRN 1023901002949 OKTMO 27701000** **Bank details:****Personal account 30356U46730****Kaliningrad region Federal Treasury Department****Immanuel Kant Baltic Federal University****BIC 012748051****Treasury account number 03214643000000013500****Single treasury account 40102810545370000028****Kaliningrad branch of the Bank of Russia****Rector****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /A.A. Fedorov/****Affix seal here** | **Licensor*****(fill in for each person signing the Agreement)*****Full name:****Date of birth:** **ID (series [if any], number, issuing authority):****Address:****Phone number:****E-mail:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /Last name and initials/** |