**LICENSE AGREEMENT**

**ON GRANTING THE RIGHT TO USE A RESEARCH WORK**

**(EXCLUSIVE LICENSE)**

**№ \_\_\_\_\_\_**

|  |  |
| --- | --- |
| Kaliningrad | «\_\_\_» \_\_\_\_\_\_\_\_\_ 202\_ г. |

The Federal State Autonomous Educational Institution of Higher Education "Immanuel Kant Baltic Federal University", hereinafter referred to as Licensee, represented by Rector Alexandr Fedorov acting on the basis of the Charter, on the one hand,

and a person (people) whose research work (s) is (are) an object of copyright – hereinafter referred to as Article:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

                                   (full name of the authors who will sign the Agreement)

hereinafter referred to as Licensor (s) acting as an individual (s), on the other hand,

together referred to as the Parties, and individually as the Party, have concluded this license agreement for the right to use the research work (hereinafter referred to as the "Article") as follows:

**1. The Subject of the Agreement**

1.1. Under the Agreement, the Licensor grants the Licensee, under the terms of an exclusive license, the right to use the Article in the limits specified in this Agreement and for a period specified in the Agreement, at no charge, and without retaining the Licensor's right to issue licenses to others.

1.2. The use of the Article under the terms of this Agreement shall mean the publication of the Article in the journal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the name of the journal) (hereinafter referred to as the Journal) published by the Licensee and any other use of the Artile in civil circulation within the limits stipulated by this Agreement.

1.3. The Article under this Agreement is an object of copyright: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name, other identification data of the Article)

1.4. The author (s) of the Article is (are) the Licensor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Authors").

             (full name of the Licensor) (full name of all other authors who do not sign the Agreement)

**2. Warranties**

2.1. The Licensor (s) warrants (s) that the exclusive right to use the Article belongs to it (them) in full and on legal grounds.

2.2. The Licensor warrants that he has the authority to conclude and sign the Agreement and has the consent of all the Authors of the Article specified in § 1.4. of the Agreement to perform these actions.

2.3. The Licensor warrants that the Work has not previously been given to any person under any contract for reproduction and other use within the limits specified in the Agreement.

2.4. The Licensor warrants that at the time of the conclusion of the Agreement the Licensor is not bound by any obligations with third parties with respect to the alienation of the exclusive right to use the Article.

2.5. The Licensor warrants that:

- the Article is an authentic research work and has been written by the person (people), indicated in paragraph 1.4. of the Agreement;

- the Article has been submitted only to the Journal published by the Licensee;

- the author (s) have not previously published the Article in whole or in part in any other printed and (or) electronic sources, except for the publication of its preprint (manuscript) on the Internet on the Author's web page (s) \_\_\_\_\_\_\_\_\_\_\_\_\_ ( web page name if the Article is still on the web page);

- the Article was not written as part of the Author's workplace responsibility following a request from the employer and is not an official work document;

- the Article was not written in the framework of any civil law contract performed by the Author(s).

2.6. The Licensee warrants that after granting him the right to use the Article, he will not violate the copyright of the authors determined in accordance with the legislation of the Russian Federation, including inalienable personal non-proprietary copyrights to the Article.

**3. Rights and obligations of the Parties**

3.1. The Licensor (s) grants the Licensee the right to publish the Work in the Journal, as well as create a web-based electronic version of the Article as specified in Clause 1.3. based on the electronic version of it provided by the Licensor. When submitting an electronic version of the Article, the Licensor shall comply with the requirements and conditions for publication in the Journal specified by the Licensor. Requirements and conditions for publication are uploaded by the Licensee to the public domain on the website of the United Scientific Journals Editing Office of I. Kant Baltic Federal University (http://journals.kantiana.ru).

3.2. The Author grants to the Licensee the right to reproduce the Article that is included in the archive of the Journal, including the right to reproduce the Article and store its copies in the electronic format, as well as the right to assign partially or fully acquired rights under this Agreement to third parties without paying royalties to the Licensor.

3.3. The Licensor grants the Licensee the right to:

- distribute the Article by selling the Journal;

- distribute the Journal by subscription;

- upload a full-text version of the Article in the public domain on the website of the United Scientific Journals Editing Office of I. Kant Baltic Federal University (http://journals.kantiana.ru), Scientific Electronic Library (www.elibrary.ru), in other research databases, electronic library systems, and other research information resources on the Internet;

- provide access to an Internet-based short or full-text version of the Article;

- use metadata (title of the Article, name of the author (copyright holder), abstracts, bibliographic materials, etc.) of the Article by promotion, dissemination among the public, processing and systematization.

3.4. The Licensor grants the Licensee the right to use the Article by providing access to its web-based version or its short or full-text on any information storage device.

3.5. All the above rights are granted free of charge to the Licensee for a period of 3 (three) years without any territorial limitations. The right to use the Article under the terms of this Agreement is automatically extended for each subsequent 3 (three) years provided neither of the Parties has initiated termination or amendment of the Agreement no later than one month before the expiration of its validity.

3.6. The Licensor ensures that the Authors of the Article grant the Licensee the right to store and process the following personal data of each of the Authors without any time limitation:

- full name;

- date of birth;

- education;

- place of work and position;

- list of publications.

3.7. Personal data are provided for their storage and processing in various databases and information systems, including analytical and statistical reports, establishing a clear link between the Article and the personal data, etc.

3.8 Granting the Licensee the rights specified in Clause 3.6. of the Agreement shall be executed by signing by each Author of a written consent to the processing of the personal data. The Licensor agrees to obtain the consent of each Author and promptly send the originals of consent to the Licensee.

3.9. The Licensee has the right to transfer the received personal data of each of the Authors to third parties for processing and storage, unless the Author additionally notifies the Licensee of his disagreement with these actions by sending a written notice to Licensee.

3.10 The Licensee shall:

- not make any changes to the Article without a written consent of the Licensor except for the cases described in this Agreement;

- use the information about the Article in the table of contents of the Journal on the web page of the United Scientific Journals Editing Office of the I. Kant Baltic Federal University (http://journals.kantiana.ru) and provide access to it for users on the terms specified in this Agreement.

3.11. The Licensee has the right to:

- ask the Licensor to provide any necessary information about the Article and to receive it;

- convert the Article into formats used by:

a) Federal bodies for supervision in the sphere of communications, information technology and mass communications,

b) Federal Scientific Electronic Library (eLibrary.ru).

3.12. The Licensee has the right to transfer the rights to use the Article to third parties within the limits provided under this Agreement, upon consent of the Licensor, by concluding a sublicense agreement.

3.13. The Licensor has the right to check the procedure and conditions of using the Article and to request information for this purpose.

3.14. If the Licensor submits a copy of the Article that does not comply with the requirements and conditions for publication in the selected Journal, the Licensee notifies the Licensor thereof. All corrections shall be agreed with the Licensor, and the Licensor guarantees the consent of all other Authors of the Work to make the corresponding changes.

3.15. If the Licensor and (or) other authors of the Article disagree with the changes, the Licensor withdraws the Article and is obliged to immediately notify the Licensee thereof.

**4. Duration of the Agreement**

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

4.2. The validity period of this Agreement is automatically extended for each subsequent 3 (three) years, provided neither of the Parties has initiated its termination or amendment no later than one month before the expiry of its validity.

4.3. Agreements on amending the terms of the Agreement and the termination of the Agreement shall enter into force upon signature by both Parties.

4.4. The Agreement is terminated in the cases indicated in Clause 3.15 of this Agreement.

**5. Remuneration and settlement procedure**

5.1. The right to use the Article under this Agreement is provided free of charge.

**6. Responsibility of the Parties**

6.1. The Parties shall bear responsibility for non-fulfilment or improper performance of their obligations under the Agreement in accordance with the Agreement and the legislation of the Russian Federation.

6.2. A party that has not fulfilled or improperly fulfilled its obligations under the Agreement shall be obligated to reimburse the other Party for the losses caused by such non-performance. The burden of proving the losses lies with the aggrieved party.

6.3. In case of violation by the Licensor of Clauses 2.1.-2.4. of this Agreement, the Licensor bears responsibility for possible infringement of rights and infliction of damages to other Authors of the Article and (or) to third parties.

**7. Grounds for and Termination of the Agreement**

7.1. The Agreement may be terminated by agreement of the Parties, as well as unilaterally upon receiving a written request of one of the Parties on the grounds provided by the Agreement and the laws of the Russian Federation.

7.2. Termination of the Agreement does not relieve the Parties of responsibility for non-fulfilment / improper performance of their obligations under the Agreement.

7.3. The Licensee has the right to terminate this Agreement unilaterally in the following cases:

- at the time of the conclusion of the Agreement, the Licensor and (or) any of the Authors specified in Clause 1.4. of the Agreement did not have the exclusive right and / or copyright to the Article;

- The Licensor has not fulfilled the obligation indicated in Clause 3.6.of the Agreement.

- The Licensor has not fulfilled the obligation indicated in Clause 3.15 of the Agreement.

**8. Settlement of disputes**

8.1. In case of disputes between the Parties on the issues specified in the Agreement or in connection with it, the Parties will take all measures to resolve them through negotiations.

8.2. If it is not possible to resolve these disputes through negotiations, they are resolved in a judicial procedure.

**9. Final Provisions**

9.1. The Parties do not have any concomitant oral arrangements. The content of the text of the Agreement fully corresponds to the actual will of the Parties.

9.2. All correspondence on the subject of the Agreement, preceding its conclusion, loses legal force from the date of entry into force of the Agreement.

9.3. In all other issues, which are not regulated by the Agreement, the Parties will be guided by the legislation of the Russian Federation.

9.4. The Parties acknowledge that if any provision of the Agreement becomes invalid during the term of its operation as a result of a change in the legislation of the Russian Federation, the remaining provisions of the Agreement are binding on the Parties during the term of the Agreement.

9.5. The contract is made in \_\_\_ (1 + number of Licensors who sign the Agreement) genuine copies in Russian, having equal legal force, one copy for each of the Parties.

**10. Addresses and requisites of the Parties**

Licensee

Federal State Autonomous Educational Institution of Higher Education

"Immanuel Kant Baltic Federal University"

Address:

236016, Kaliningrad, ul. A. Nevsky, 14

Rector

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Fedorov AA /

MP

Licensor

(is filled in for everyone who

signs the contract)

FULL NAME:

Date of Birth:

Passport (series, number, issued by):

Address:

Individual tax number:

Social security number:

Phone:

E-mail:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Surname /