

# License Agreement for Granting the Right to Use a Work

Veliky Novgorod

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I, \_\_\_\_\_ (Full name), hereinafter referred to as the "Licensor", on the one hand, and Federal State Budgetary Educational Institution of Higher Education "Yaroslav-the-Wise Novgorod State University", hereinafter referred to as the "Licensee", represented by the Vice-Rector for Research and Innovation Konstantin Nikolaevich Kharlamov, acting on the basis of a power of attorney dated \_\_\_\_\_ № \_\_\_\_\_, on the other hand, collectively referred to as the "Parties" have entered into this Agreement as follows:

## 1. Subject of the Agreement

1.1. The Licensor, as the owner of exclusive rights to \_\_\_\_\_

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*(specify the work: title and type (monograph, study guide, article, etc.))*

grants the Licensee the right to use the said Work under the conditions provided for in this Agreement.

1.2. The Licensor transfers the work to the Licensee in electronic and printed form. The Licensor guarantees that at the time of granting the exclusive right to the Work, the Licensor has the exclusive right to the Work to the extent necessary for the execution of this Agreement.

1.3. The Licensor guarantees that the Work is provided to the Licensee on a legal basis, without violating the rights of third parties, including denigrating honor, dignity and business reputation and does not violate the current legislation of the Russian Federation, as well as the law applicable to the Work.

1.4. The Licensor guarantees that:

1.4.1. The Work is original (not previously published in its current or similar form, including translation) and reliable (does not contain deliberately erroneous or falsified statements);

1.4.2. The work is not under review with another publisher.

1.5. The Licensor guarantees that at the time of granting the exclusive right to the Work, the Licensor will not be bound by any obligations with third parties that can in one way or another interfere with the full or partial implementation of all provisions of this Agreement.

1.6. In the event that the guarantees contained in this section of the Agreement are violated, the Licensor undertakes to take measures that will provide the Licensee with the unimpeded use of the rights granted under this Agreement, and if it is impossible to ensure the unimpeded use of the granted rights, reimburse the Licensee for losses incurred that the Licensee may have in due to such a breach of warranty.

## 2. Rights Transferred to Licensee. Rights and obligations of the Parties

2.1. Under this Agreement, the Licenser grants the Licensee a non-exclusive license to use the Work specified in clause 1.1 of this agreement in the following ways:

- making editorial corrections, making changes, abbreviations and additions, supplying the Work with illustrations, prefaces, afterwords, comments or any explanations that do not distort the author's intention, without the consent of the Licenser.

The Licensee is not entitled to use the Work without specifying the name of the author (anonymous use) \_\_\_\_\_

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*(Full name in Russian and English)*

- reproduction of the Work, that is, the production of one or more copies of the Work or its part in any form (duplication, replication or other reproduction);

- public display of the Work, that is, any demonstration of the original or a copy of the Work directly or on the screen, as well as demonstration of individual parts of the Work;

- translation or other processing of the Work. In this case, processing of the Work means the creation of a derivative Work;

- bringing the Work to the public in such a way that any person can get access to the Work from any place and at any time of his own choice (bringing to the public).

2.2. The right to use the Work has been granted to the Licensee for use on the territory of the Russian Federation and abroad.

2.3. The right to use the Work is granted to the Licensee for a period of 20 years.

2.4. The work is transferred under the Act of acceptance and transfer of the object of law on the day of the conclusion of the Agreement.

2.5. During the term of this Agreement, the Licenser is obliged to refrain from any actions that could complicate the exercise by the Licensee of the right to use the Work granted to him within the limits established by the Agreement.

2.6. The parties also agreed that the Licenser will provide the Licensee with all necessary consulting services in connection with the Licensee's use of the Work. Consulting services are provided to the Licensee within 5 working days from the date of receipt of the request from the Licensee sent via e-mail. Consultations are provided by email.

2.7. The Licenser guarantees that the Work does not contain information constituting state secrets, official or trade secrets. The materials do not contain information subject to the lists of controlled goods and technologies approved by decrees of the President of the Russian Federation. The Licenser is aware that persons guilty of violation of the requirements of the legislation in the field of state secret protection and in the field of compliance with the rules and procedures of export control shall bear disciplinary, administrative, criminal liability in accordance with the legislation of the Russian Federation.

2.8. The Licensor guarantees that the Work contains all links to the cited authors and sources of publication of borrowed materials provided for by the current copyright law.

2.9. The Licensor has the right:

- to use printed or electronic preprints of the unreleased Work in the form and content accepted by the Licensee for publication. Such preprints may be posted as electronic files on the websites of the Licensor (co-authors) or on secure external websites of the Licensor's employers (co-authors) of the Work, but not for commercial sale or systematic external distribution by a third party, with the indication "This is a preprint of the Work, accepted for publication in (name of the Licensee), copyright, copyright (year), copyright owner)" and an electronic link to the Licensee's website;
- to use materials from the published Work in a book written by one of the co-authors or in another publication.

### 3. The amount of remuneration, the procedure and timing of its payment

3.1. The Licensor grants the Licensee the right to use the Work free of charge.

## 4. Responsibility of the Parties

4.1. The Party that has not fulfilled or improperly fulfilled its obligations under this Agreement is obliged to reimburse the other Party for the losses caused by such failure.

4.2. In all other respects that are not provided for by this Agreement, the Parties will be guided by the current legislation of the Russian Federation.

4.3. Neither Party shall be liable to the other Party for failure to fulfill obligations arising from circumstances arising against the will and wishes of the Parties and which cannot be foreseen or avoided by reasonable means, including declared or actual war, civil unrest, epidemics, blockade, embargo, earthquakes, floods, fires and other natural disasters, prohibitive actions of the authorities.

4.4. The Party that does not fulfill its obligations due to force majeure circumstances must immediately notify the other Party about the obstacles that have arisen and about their impact on the fulfillment of obligations under the Agreement.

4.5. If the force majeure circumstances have been in effect for two consecutive months and do not show signs of termination, this Agreement may be terminated by either Party by sending a notification to the other Party.

## 5. Confidentiality

5.1. The Parties guarantee the preservation of confidentiality regarding the content of the Agreement.

5.2. The Licensor gives consent to the processing of their personal data within the framework of agreements and contracts with the Licensee, for the processing necessary for the implementation and performance of the functions, powers and duties imposed on the Licensee by the legislation of the Russian Federation, as well as in cases where this processing is necessary for the execution of the powers of Federal executive bodies.

5.3. With regard to the personal information of the Licensor, its confidentiality is maintained, except in cases of voluntary provision by the user of information about himself for general access to an unlimited number of persons.

5.4. Obligations to maintain confidentiality remain in effect even after the expiration of this Agreement or its early termination for the next 20 years.

## 6. Dispute Resolution

6.1. All disputes and disagreements that may arise between the Parties on issues that have not been resolved in the text of this Agreement will be resolved through negotiations on the basis of the current legislation of the Russian Federation.

6.2. If the disputes are not settled in the negotiation process, the disputes are resolved in court.

## 7. Duration of the Agreement

7.1. This Agreement is concluded in electronic form and signed by a simple electronic signature.

7.2. The Agreement is valid from the date of its signing by the Parties and during the period specified in clause 2.3 of this Agreement. The right to use the Work is considered granted from the moment of transfer of the Work under the Acceptance Certificate.

## 8. Termination of the Agreement

8.1. The Parties have the right to terminate this Agreement early by written agreement and in the cases provided for by the current legislation of the Russian Federation.

## 9. Additional terms and final clauses

9.1. Any changes and additions to this Agreement are valid provided that they are made in writing and signed by the Parties or duly authorized representatives of the Parties.

9.2. All notifications and messages must be sent by the Parties in writing.

9.3. This Agreement is made in two copies, one of which is at the Licensor, the second is at the Licensee.

## 10. Addresses of the Parties

### **Licensee**

Federal State Budgetary Educational  
Institution of Higher Education "Yaroslav-  
the-Wise Novgorod State University"

Legal (actual) address:

173003, Veliky Novgorod,  
ul. Bolshaya St.Petersburgskaya, 41  
Tel/fax: (8162) 62-72-44, (8162) 97-45-26

INN (Taxpayer Identification Number):

5321033744,

KPP (Tax Registration Reason Code):

532101001

UFG for Nizhny Novgorod Region

(NovSU, personal account 20506U93110)

Unified treasury account

40102810745370000024

VOLGO-VYATSKOYE GU BANK OF

RUSSIA //UFG for Nizhny Novgorod

Region, Nizhny Novgorod

BIK 012202102, Settlement account

032146430000000013213

OKTMO 49701000001

TOFK code 3200

### **Licensor (full name)**

Registration address:

Postal address (if different from  
registration address):

Passport serial number:

Passport number:

Issued (when, date):

By whom:

Telephone number:

Year of birth:

The last four digits of the personal  
insurance policy number/SNILS  
number (for publications with DOI):

The Vice-Rector for Research  
and Innovation  
K.N. Kharlamov

Licensor

Transfer and acceptance  
Act of object of law

Veliky Novgorod

"\_\_" \_\_\_\_

I, \_\_\_\_\_ (Full name),  
hereinafter referred to as the "Licensor", on the one hand and Federal State  
Budgetary Educational Institution of Higher Education "Yaroslav-the-Wise Novgorod  
State University", hereinafter referred to as the "Licensee", represented by  
the Vice-Rector for Research and Innovation Konstantin Nikolaevich Kharlamov,  
acting on the basis of a power of attorney dated \_\_\_\_\_ № \_\_\_\_\_,  
on the other hand, collectively referred to as The "Parties", have entered into this  
Transfer and acceptance Act of object of law on the following:

In accordance with the license agreement on the granting of the right to use  
the work from "\_\_\_\_\_" \_\_\_\_\_ (hereinafter – Agreement) the Licensor grants  
the Licensee the right to use the said Work on the terms provided for in this Agreement

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*(specify the work: title and type (monograph, study guide, article, etc.))*

1. The Licensor reserves the right to use the object of the right  
independently or to grant a similar right to other persons.

2. This Act is concluded in electronic form and signed by a simple  
electronic signature.

3. This Act is an integral part of the Agreement.

The Vice-Rector for Research  
and Innovation  
K.N. Kharlamov

Licensor