

License contract for the right of scientific work exploitation

Mytishchi

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The present License contract is signed between the Author/authors of the scientific work, hereinafter named the "Licensor", on the one hand, and Moscow Region State University hereinafter called the "Licensee", represented by rector Elena Pevtsova who acts on the basis of the University By-Laws, on the other hand, referred together herein as the "Parties", and separately as the "Party".

The present Contract, according to article 435 of the Russian Federation Civil Code, is being acknowledged as an offer. The present Contract being concluded by the acceptance of the present offer requires no bilateral signing and is valid in electronic form.

1. Subject of the contract

1.1. The Licensor provides to the Licensee on the terms of the simple (non-exclusive) license the right to use a result of his intellectual activity in the form of the scientific work, hereinafter called the Work, under the terms of and within the limits contemplated herein.

1.2. The uses of the Work by the Licensee:

1.2.1. Duplication of the Work or its separate part in any tangible form, including electronic and written form of the separate work and as a part "Bulletin of the Moscow Region State University. Series: Pedagogics", hereafter referred to as the Journal with no limit on the number of copies. Each copy of the Work has to contain a name of the Author (Authors) of the Work.

1.2.2. Distribution of the Work both within the territory of the Russian Federation, and beyond its borders, in any way, including placement of the electronic version of the Work on the website of the Online journal, in thematic databases and electronic libraries (Art. 1286 and 1238 of the Russian Federation Civil Code) both on a free and on an indemnity basis.

1.2.3. Bringing of the Work or its separate part to public knowledge with an opportunity for any person to get access to the Work from any place and at any time of his or her own choice (including through the Internet).

2. Rights and liabilities of the Parties

2.1. Rights of the Licensor:

2.1.1. The Licensor reserves the right at his own convenience to use the Work, and to dispose of the belonging to him exclusive interest in the Work, including its alienation in favor of another person or granting of the right to another person to use the Work including with regard to the rights transferred to the Licensee.

2.1.2. The Licensor has the right to use at his or her discretion posted on the website of the Online journal the electronic copy of the Work passed through the editorial-and-publishing process (PDF file): to place the PDF file on the Licensor's website and via social media, to pass on to the other Parties, to upload to any open access repositories, to use in promoting of scientific researches or for other informational purposes.

2.1.3. The Licensor has the right to use the Work or its part for new works. In addition the Licensor should make a reference to the Work published in the Online journal, with the indication of a the author(s)'s surname(s) and initials, the Work name, the full name of the Online journal, year and number, and the Online journal website link.

2.1.4. According to Art. 1269 of the Russian Federation Civil Code the Licensor has the right to change his mind to publish (reproduce) the Work upon condition that the recovery of the losses caused by such actions to the Licensee is granted. In the case that the Work is published, the Licensor has the right also to retract it and withdraw from circulation the already published Work copies, at the same time recovering to the Licensee the damages caused to him.

2.2. Licensor's liabilities:

2.2.1. During the currency of the license contract the Licensor is obliged to abstain from any

actions capable of complicating the implementation of the right to use the Work by the Licensee granted to him within the contractual limits.

2.2.2. The Licensor is obliged to prepare the Work pursuant to the requirements of the Online journal placed on its official site and also as the need arises to amend the Work without delay upon the demand of the Licensee.

2.2.3. In the case that the Licensee is claimed by a third Party (pretensions, complaints) due to copyright or other intellectual property rights abuse, the Licensor is obliged to take steps for the adjustment of the third Party's claims and to take all the Licensor-dependent actions in order to eliminate the Licensee from the defendants, and also to reimburse the Licensee for the incurred expenses, losses and payments to the third Parties due to the copyright or other rights abuse.

2.3. Rights of the Licensee:

2.3.1. The Licensee has the right to use the Work by the means stipulated by this Contract.

2.3.2. The Licensee has the right to publish in the media and other data paths preliminary and/or promotional information on the forthcoming publication of the Work.

2.3.3. The Licensee has the right to perform a verification of the Work for the incorrect takings (plagiarism), for reviewing, for leading out, editing and proofreading of the Work text and name free of its scientific contents change;

2.3.4. The Licensee has the right to afford the rights to use the Work to other persons (the sublicense contract) within the rights and applications provided by the present contract to the Licensee;

2.3.5. The Licensee has the right to use and process personal data of the Licensor (surname, name, middle name, year, month, date and place of birth, home address, education, scientific degree and rank, and other information), including capture, systematization, accumulation, storage, itemization (updating, correction), usage, distribution (including transfer), a depersonalization, blocking, destruction in accordance with the requirements of the Federal law No.152-FZ "About personal data" dated 27.07.2006.

2.4. Licensee's liabilities:

2.4.1. The Licensee is obliged to provide reviewing, technical editing of the Work, proofreading, development of a digital paste-up, reproduction and distribution of the Work in an electronic form under the deadline of the Online journal pressure, posted on the official site of the Online journal.

2.4.2. The Licensee is not obliged to furnish a written account to the Licensor on use of the Work, to pay to the Licensor remuneration, to return the manuscript or the permanent form containing an electronic version of the Work and sent by the Licensor to the editorial office of the Online journal.

3. Responsibility of the Parties

3.1. The Parties bear responsibility for non-fulfilment or improper fulfilment of the obligations under the present Contract according to the current legislation of the Russian Federation.

3.2. Usage of the intellectual activity result or of the individualization means by a way not provided by the License contract or after such contract cancellation, or otherwise not within the rights granted to the Licensee by the contract incurs liability for the exclusive rights for the result of intellectual activity or means of individualization infringement.

3.3. In case of force majeure circumstances including natural disasters, accidents, fires, mass riots, strikes, military operations, illegal actions of third Parties, entry into force of legal acts, resolutions and orders of the public authorities directly or indirectly forbidding the kinds of the specified by the present Contract activity, precluding the functions under the present Contract by the Parties and other circumstances beyond the control of the Parties they shall be excused for non-execution of the undertaken obligations in case within 10 (ten) days from the start of such circumstances and having a connectivity the Party sustained a loss because of its influence informs other Party about the incident, and also makes all efforts for the fastest mitigation of consequences of force majeure circumstances.

3.4. The Licensor warrants that he has an exclusive copyright of the Work transferred to the Licensee which contains all the copyright statutorily required references to the quoted Authors and/or editions (materials), that the Licensor got all necessary permissions to the results used in the Work, the facts and other borrowed materials for what the Licensor is not the subject of rights..

3.5. The Licensor warrants the rights for the Work usage referred to the Licensee under the present Contract were not transferred for reproduction and other usage before, the Work was not published, does not contradict the requirements of the Russian Federation legislation, universal moral and ethical principles, and also does not contain materials publication and distribution of which can lead to disclosure of classified (confidential) information, including state secrets.

3.6. The Licensor warrants the manuscript is read by the author, the accuracy and reliability of data (names, dates, terms, formulas, tables etc.) is checked.

4. Final provisions

4.1. In accordance with Art. 428 of the Russian Federation Civil Code the present contract is the contract of adhesion (formal offer) and its conditions are defined by the Licensee, and can be signed by other party precisely by accession to the present Contract in general. Sending of the Work from the Licensor to the Licensee together with the corresponding statement allowing its usage in accordance with the established procedure is considered as acceptance, in other words the Licensor's consent to publish the Work in accordance with the terms of the contract.

4.2. The contract shall come into force from the moment of the acceptance of the Contract by the Licensee and continue for five years. The validity persists on a five year basis unless terminated by any of the Parties obliged to declare the termination at least two weeks before the before the end of the validity. The number of prolongations is not limited.

4.3. The transition of the exclusive right to the Work from the Licensor to the new owner is not the basis for changing or cancellation of the present contract.

4.4. All disputes and disagreements between the Parties appearing in conditions of the present Contract are subject to negotiated settlement, and in case of their futility, the specified disputes are subject to dispute settlement by Arbitration court of Moscow Region in accordance with the current legislation of the Russian Federation.

5. Requisites and signatures of the Parties

Licensee

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Rector

M.P.

