

## License Agreement

### On Transfer Non-Exclusive Rights to Use the Work

Moscow

“ \_\_\_\_ “ \_\_\_\_\_ 20 \_\_\_\_

Federal State Institution “Federal Research Centre “Computer Science and Control” of the Russian Academy of Science” (FRC CSC RAS), hereinafter referred to as the “Licensee” represented by the Chief Research Officer Shorgin Sergey Yakovlevich, acting on the basis of the Warrant of от 27.03.2020г. №1968-35 on the one hand,

and \_\_\_\_\_, hereinafter referred to as the “Licensor”,  
(country, name, surname)

on the other hand, both jointly referred to as the “Parties” have executed this Agreement (further the “Agreement” as follows:

#### 1. Subject of the Agreement

1.1. The Licensor grants the Licensee free of charge the rights to publish and subsequently distribute his Works in printed version and to use electronic copies of the Works indicated in point 4 of this Agreement (hereinafter referred to as the “Works”), including:

- the right to translate the Works into English,
- the right to make copies of the Works in print and electronic versions in Russian and the Works translated into English without limiting circulation. Along with it, each copy of the Work should contain the name of the author,
- the right to distribute the Works in Russian, as well as the Works translated into English,
- the right to place electronic copies of the Works in Russian, as well as the Works translated into English, in the databases represented as scientific information resources of Internet through distributing independent abstracts of the Works (Articles), bringing them to general notice,
- the right to extract metadata (to reproduce) of the Works and to use them for filling the databases according to the terms of this Agreement,
- the right to produce reprint copies of the Works,
- the right to transfer, in whole or in part, the rights under this Agreement to the third parties without paying the royalty to the Licensor.

1.2. The territory of using the rights under this Agreement is not restricted.

1.3. The Licensor guarantees that he/she is the Copyright Holder of the exclusive rights on the Works referred to the Licensee.

1.4. The exclusive right on the Work transfer to a new Copyright Holder is not the reason to change or cancel this License Agreement.

1.5. The Licensor guarantees that the Works do not contain information that fall under the influence of a List of Data composed a state secret (article 5 of the RF Law “On a State Secret”) and do not relate to a List of Data approved by the Russian Federation President’s Decree of November 30, 1995 № 1203, are not subject to restriction and the Works can be openly published.

#### 2. The Rights and Obligations of the Parties

2.1. The Licensor grants the Licensee non-exclusive rights on the Works for 10 (ten) years.

If none of the Parties sends the other the written notice on breaking the Agreement not later than two months before the expiration of the ordered ten-years period, then the period of validity of the Licensee's non-exclusive rights for the Works are prolonged for analogous time. The quantity of prolongations is not restricted.

2.2. The Licensor retains the right to use independently or to refer the rights stipulated in p.1.1. of the Agreement to the third Parties without notice the Licensee about it.

2.3. The Licensee takes a responsibility to observe the rights of the Work's Author, stipulated by the actual Legislation, as well as to perform their defense and to undertake all the possible measures to prevent the breach of the Author's rights by the third Parties.

2.4. The Licensee after the breaking the Agreement can give the third Parties the right to keep their archival copies of the Works destined to reserve the access to them by the final users who have received this access on the Agreement base with the third Parties before breaking this Agreement, before the moment of the complete fulfillment of the terms of the Agreement by the third Party against the final users.

2.5. The Licensee has the right to use free of charge metadata of the Works (name, the name of the Author (Copyright Holder), annotations, bibliographical materials, etc.) in Russian and English in order to include them in various data bases and components of the Work as well.

2.6. The Licensee has the right to reproduce the Works within the frames justified by the goal to receive metadata.

2.7. The Licensee does not place at the Licensor disposal reports on using the Works.

2.8. The Licensee declares and guarantees that the rights referred according to this Agreement do not contain any elements which can be regarded as violating the rights (including the Copyright ones) of the third Parties at the moment of signing this Agreement. The Licensor guarantees that he is a rightful owner of all the rights transferred to the Licensee under this Agreement, as well as the rights being transferred are free of rights and interests of the third Parties and are not under arrest or any other interdiction.

2.9. The Parties have come to terms that according to Article 160 of the RF Civil Code they admit and acknowledge reproducing the text of this Agreement and the signatures of the Parties on this Agreement and other documents connected with its conclusion, with the help of using the means of mechanic, electronic or other copying the sign manual and the text of the Agreement which will be so valid as the original signature of the Party or original document. Facsimile (electronic) copies of the documents are valid and have equal juridical force along with the original ones. According to Article 434 of the RF Civil Code the written version of the Agreement is considered to be observed in case of sending by the Licensor a consent to conclude the Agreement by e-mail with the help of Internet.

### **3. Liabilities of the Parties**

3.1. According to the current legislation of the Russian Federation the Parties bear property and legal responsibility for nonfulfillment or improper fulfillment of their obligations under this Agreement.

3.2. Responsibility of the Licensor under this Agreement is restricted by the sum of real damage to the Licensee.

3.3. In case any third Party (authors, other copyright holders or their representatives) submits pretensions or claims to the Licensee on copyright protection connected with violating exclusive rights on the Works by the Licensor indicated in p.4 of this Agreement, the Licensor commits

himself to provide the Licensee with the necessary documents, to conduct negotiations with these persons, bear property and other responsibility against them.

#### 4. List of Works

4.1. \_\_\_\_\_

(Name of the Work, name, surname of the author(s), number of pages, number of figures, number of tables).

#### 5. Settlement of Disputes

5.1. All disputes and controversies arising between the Parties on the issues that have not been settled in the text of this Agreement will be settled by means of negotiations on the basis of the RF current legislation.

#### 6. Final Provisions

6.1. The Agreement comes into force on the date of its signing by the Parties and is valid till the full execution of the obligations under it.

6.2. The Parties have the right to terminate this Agreement before the term is over by mutual written agreement, by court decision or unilaterally according to the RF Legislation.

6.3. In all the issues not foreseen in this Agreement the Parties shall follow directions of the current RF Legislation.

6.4. Any changes or supplements to this Agreement are valid if they have been done in the written form and are signed by the Parties or the duly authorized representatives of the Parties.

6.5. The Parties commit themselves to inform each other on changing their bank details.

6.6. All notices and information within the limits of this Agreement should be sent in writing.

6.7. This Agreement is made in two copies having the same legal force, one copy has the Licensor and the second copy has the Licensee.

#### 7. The Details of the Parties

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|---|---|
| <b>Licensee</b><br><b>Federal State Institution “Federal Research Centre “Computer Science and Control” of the Russian Academy of Sciences”</b><br>44/2 Vavilov street, Moscow 119333, Russia<br>E-mail: frccsc@frccsc.ru<br><a href="http://www.frccsc.ru">http://www.frccsc.ru</a><br>tel. 8 (499) 135-62-60, | <b>Licensor</b><br><b>Name, surname</b><br>Passport (series, number)<br>Issued by<br>Date of issue<br>Address<br>E-mail<br>Tel. |
|---|---|

#### 8. Signatures of the Parties

**Licensee**

Chief Research Officer

\_\_\_\_\_/S.Y.Shorgin/

**Licensor**

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Name, surname