V. 05.04.2021

**License Agreement №**

Cherepovets “ ” 202

### Federal State Budgetary Educational Institution of Higher Education “Cherepovets State University” represented by Rector E.V. Tselikova, acting under the Charter, hereinafter referred to as the Licensee as the party of the first part and

 ,

*(full name)*

hereinafter referred to as the Licensor as the party of the second part have executed this Agreement as follows:

### **1. Subject of the Agreement**

1. Under this Agreement the Licensor grants and assigns the Licensee nonexclusive right to use the article

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*(the title and character of the material submitted to the Publisher)*

hereinafter referred to as the Work free of charge within the limits and timeframe established by this agreement.

1. The Licensor warrants that he or she is the owner of the exclusive copyright rights granted on the Work to the Licensee.

**2. Rights and Obligations of the Parties**

* 1. The Licensor assigns the Licensee the following exclusive rights for 5 (five) years since the moment of the publication of the journal that contains the Work:
		1. the right to reproduce the Work (to publish, distribute, duplicate, copy or reproduce the Work in any other form); the Licensee must indicate the name of the author on each copy of the Work;
		2. the right to distribute the Work in any form;
		3. the right to alter the Work (to create a new independent work on the basis of the submitted Work) and the right to revise, edit and shorten the Work, provided that the meaning and correctness of the text are not materially altered;
		4. the right to publicly use and demonstrate the Work for information, promotion or any other purposes.
	2. The Licensor warrants that:
		1. the permission from all the co-authors of the Work the rights to publish and distribute which are granted to the Licensee under this Agreement has been obtained;
		2. the Work the rights on which are granted to the Licensee under this Agreement is an original independent creation of the Licensor;
		3. the Work (more than 50% of the text) has not been previously published elsewhere in printed and/or electronic form, except as a preprint;
		4. all copyright material in the Work has been appropriately cited or quoted according to applicable copyright laws and conventions, all third-party material (research data or facts obtained by other authors or organizations) has been properly credited;
		5. the Work does not contain any call for extremism or terrorism, foul language, confidential data, classified or state secret information;
		6. the Work does not contain any data which is not permitted to be published in public sources under statutory acts currently in force.
	3. Under the terms and conditions set forth in this Agreement, the Licensor assigns the rights to the Licensee.
	4. The date of rights transfer shall be the date of the execution of this Agreement.
	5. The Licensee assumes the obligation to publish the Work in “Ecosystem Transformation” on condition that the Work has a positive review.
	6. The Licensee assumes the obligation to respect copyright which is under statutory acts currently in force as well as the rights of the Licensor, and take whatever action is possible to prevent copyright violation by the third parties.
	7. The Licensee has the right to use the Work without restriction to the territory.

**3. Liabilities of the Parties**

* 1. For non-fulfilment or improper fulfilment of the obligations under this Agreement the parties bear responsibility in accordance with current legislation of the Russian Federation.
1. The party responsible for non-fulfilment or improper fulfilment of their obligations shall be obliged to compensate for losses and loss of profits caused to the other party.
2. In the event that non-fulfilment of the obligations under this Agreement was a result of force majeure, each party shall separately bear the costs actually incurred.

**4. Confidentiality**

Terms and conditions of the Agreement as well as amendment agreements are confidential and not subject to disclosure.

**5. Procedure for amending, termination, cancellation and renewal of the agreement**

1. This Agreement shall come into force when it is signed by both parties.
2. This Agreement shall remain in effect until the Parties duly and fully fulfil their obligations under the Agreement.
3. Validity period of the Agreement shall be deemed automatically renewed for a successive period of 5 (five) years unless otherwise expressly terminated by either party no less than thirty days prior to the expiration of this Agreement.
4. Amending or termination of the Agreement may take place due to the introduction of new legal acts or amendments to current legislation of the Russian Federation that may affect the fulfilment of the terms hereof; by the mutual agreement of the parties or in any other case provided for in the legislation of the Russian Federation.
5. Amending or early termination of the Agreement shall be effective only if made in writing and shall form an integral part of the Agreement.
6. Unilateral termination of the agreement is possible in any case provided for by the legislation of the Russian Federation or under court decision.
7. Any amendments or supplements to this Agreement are valid if they were made in writing and are signed by both Parties.

**6.** Final Provisions

6.1. Parties shall apply the legislation of the Russian Federation as a guide to all issues not covered under this Agreement.

* 1. All disputes and differences which may arise out of the present Agreement are to be settled by the parties in an amicable way by means of negotiations. Should the parties fail to reach an agreement, a case shall be submitted to the court in accordance with the legislation of the Russian Federation.
	2. The present agreement is drawn up in two copies (one for each party) each of them being equally authentic.
1. **Signatures, Addresses and Details of the Parties**

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| **Licensee**: | **Licensor**: |
| Federal State Budgetary Educational Institution of Higher Education “Cherepovets state university”5, Lunacharsky prospect, Cherepovets, Vologda region, Russia, 162600Phone: +7 (8202) 55-65-97 E-mail: chsu@chsu.ruIndividual Taxpayer Number 3528051834 КПП 352801001OKPO (All-Russian Classifier of Enterprises and Organizations) 41140115OKONKh (All-Russian Classifier of Economy Branches) 92110OKTMO (All-Russian Classifier of Territories of Municipal Units) 19730000OGRN (Primary State Registration Number) 1023501255348OKVED (All-Russian Classifier of Types of Economic Activity) 85.22BIC 041909001Bank: Vologda Branch For: Vologda region FTD (Federal treasury department ) (ChSU personal account 20306Х38430)Settlement account 40501810400092000001\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/E.V. Tselokova/ | Name  Date of Birth Address   Passport no. Issued by Date of issue Individual Taxpayer Number (for Russian citizens)  State Pension Insurance Certificate no. (for Russian citizens)   *(signature)*I grant Cherepovets State University consent to verification and processing of personal data I provided in accordance with the legislation of the Russian Federation  / / *(signature)* *(name)* |