**License Agreement No.\_\_\_\_\_\_\_\_\_**

**(EXCLUSIVE LICENSE)**

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| --- | --- |
| Tomsk | Date |

This Agreement is concluded between:

1) Tomsk State Pedagogical University, hereinafter referred to as "**Licensee**," represented by Vice-Rector for Research Elena Aleksandrovna Poleva, acting on the basis of Power of Attorney No. 48 dated November 11, 2022, on the one hand, and

2) **Full name as in passport/ID card**  hereinafter referred to as the "**Licensor**," acting on its own behalf, on the other hand, hereinafter jointly referred to as the "Parties".

The Parties have agreed as follows:

**1.** **Subject matter of the Agreement**

1.1 Under this Agreement, the Licensor grants to the Licensee an exclusive license to use the following Article for an indefinite period of time

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| **Title of the Article** |

*(*name, characteristics of the Article transferred to the Publisher*)*

hereinafter referred to as the "Article," in the following forms:

- reproduction of the Article (publication, adaptation, and republication in whole or in part) on paper and/or on electronic media (in digital formats currently known and to appear in the future), in optical or other machine-readable forms (including various text, image, audiovisual formats, currently known and to appear in the future) and other media, including recording in computer memory and reproduction in computer memory, in any form, with no limit on the number of copies, with no limit on the number of accesses, with no limit on the number of views, with no limit on the number of downloads, with no limit on the number of copies;

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- translation or other processing of the Article with the possibility of further use of such translation or otherwise processed Article (Derivative Article) and disposition of the exclusive right to the Article; - export and import of the Article or any part thereof for the purpose of its distribution via the Internet, local digital networks, mobile networks, and other electronic networks;

- extraction of metadata (title, author's name (copyright holder), annotations, bibliographic material, resource identifiers - the international standard number assigned to the resource, ISBN, ISSN, ISMN, digital object identifier for electronic publications - DOI) from the Article by means of dissemination and transfer to the public, processing, and systematization, as well as their inclusion on the basis of appropriate Agreements in various databases and electronic library systems (ELS): Lan, iBooks, University Library Online, IPRBOOKS; Universal Database "Publications on Social Sciences and Humanities," various electronic libraries: TSPU Electronic Library, "Grebennikov" and others.

- conversion of the Article into electronic form and publication in electronic information systems, computer networks, including the Internet, local digital networks, and cellular networks (open access);

- reproduction and dissemination of the Article by providing users with the opportunity to view, download and copy (make electronic copies) the Article on the following platforms: the electronic library of TSPU, the scientific electronic library E-Library (RSCI), in interuniversity electronic libraries, the National Electronic Library (NEB) and other national library systems and other electronic libraries, leading Russian and foreign universities, including bibliographic and abstract databases and citation tracking tools for articles published in scientific journals;

- public use of the Article and its demonstration for informational, scientific, and educational purposes; - translation (conversion) of the Articles into a single storage format used by TSPU; - placement of the Article in a single electronic repository by field of science (SSRN, RePEc, arXiv.org and others), including the repositories of the Licensee and repositories with which the Licensee has cooperation Agreements.

1.2. the Licensee will not provide the Licensor with reports on the use of the Article.

1.3. the Licensee has the right to grant the right to use the Article to other persons (enter into sublicense Agreements) without obtaining the Licensor's consent.

1.4. the Licensor guarantees

1.4.1. that he owns the exclusive copyrights to the Article transferred to the Licensee, that the exclusive right to the Article has not been officially transferred to another person before (i.e., under the concluded Agreement ), and also guarantees that he respects the rights of the authors of the materials contained in the Article;

1.4.2. that the Article does not contain materials which, according to the legislation of the Russian Federation, may not be published in the free press, and that the publication or dissemination of the Article will not lead to the disclosure of secret (confidential) information; 1.4.3. that the Article, the rights to use which are transferred to the Licensee under this Agreement, is an original work of the Licensor, i.e., the Article does not contain anything which may constitute a ground for legal proceedings or for a civil claim for compensation for moral or other damages of the Licensee and third parties;

1.4.4. the indemnification of the Licensee for any loss, damage, or expense arising from any third-party copyright infringement.

The foregoing representations and obligations of the Licensor with respect to indemnification for damages and losses shall survive termination of this Agreement.

1.5 The territory in which the use of the rights to the Article is permitted is the territory of the Russian Federation and foreign countries.

1.6 The Licensee who has transferred the Article for contractual use in accordance with Article 1268, paragraph 2 of the Civil Code of the Russian Federation shall be deemed to have agreed to the publication of this Article.

**2. Remuneration**

2.1. the Licensor grants the Licensee the right to use the Article without remuneration and recurring license fees.

**3. Rights and Obligations of the Contracting Parties**

3.1. rights and obligations of the Licensor:

3.1.1 The Licensor has personal, non-property rights, including copyright, right to a name, and other personal, non-property rights provided for by the Civil Code of the Russian Federation.

3.1.2 The Licensor is obliged to do the following:

- provide the Licensee with the Article in its entirety;

- provide the Licensee with reliable and necessary information about the Product.

3.2. licensee's rights and obligations:

3.2.1 Licensee shall have the right to use the Article in the manner provided in Section 1.1 of the Agreement.

3.2.2 The Licensee undertakes:

- to observe the copyrights provided for in the applicable legislation of the Russian Federation, as well as to protect them and take all possible measures to prevent copyright infringement by third parties.

**4. Responsibility of the Parties**

4.1 The Licensor and the Licensee shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the applicable legislation of the Russian Federation.

4.2 The Party which has failed to perform or improperly perform its obligations under this Agreement shall be obliged to compensate the other Party for the damage incurred.

4.3 If the rights of third parties are violated during the performance of this Agreement, the liability to them provided for by the applicable legislation of the Russian Federation shall be fully transferred to the Licensor.

**5. Privacy**

5.1 The provisions of this Agreement and its amendments are confidential and not subject to disclosure.

5.2 Personal Information.

5.2.1 For the purpose of performance of this Agreement, the Licensor grants the Licensee the right to store and process the following personal information without any time limit:

- last name, first name, patronymic (if any);

- Date of birth;

- passport data;

- place of work, position, academic degree (if applicable)

- telephone, e-mail.

5.2.2 Personal data shall be made available for storage and processing in various databases and information systems for inclusion in analytical and statistical reports.

5.2.3 The Licensor's consent to the processing of the Personal Data shall be valid until the moment of its written revocation.

**6. Final Provisions**

6.1 All disputes and differences between the parties arising out of the provisions of this Agreement shall be settled by negotiation. In case of failure of negotiations, such disputes shall be settled in court in accordance with the legislation in force in the Russian Federation.

6.2 This Agreement shall enter into force upon its signature by both Parties and remain in force until the exclusive right to the Article expires.

6.3 Termination of this Agreement is possible in the cases provided by the current civil legislation of the Russian Federation or by a court decision.

6.4 Amendments and additions to this Agreement shall enter into force only if they are made in writing and signed by both Parties.

6.5 The Parties agree that in accordance with Article 160 of the Civil Code of the Russian Federation, they permit and recognize the reproduction of the text of this Agreement and the signatures of the Parties on this Agreement and other documents related to its conclusion and that mechanical, electronic or other reproduction of a handwritten signature and the text of the Agreement shall have the same effect as the original signature of the Party or the original document. Facsimile (electronic) copies of documents shall be valid and have the same legal force as the originals.

6.6 Pursuant to Article 428 of the Civil Code of the Russian Federation, this Agreement is an accession Agreement (offer), the terms of which are determined by the Licensee and which can be signed by the other Party only if it accedes to this Agreement as a whole. The sending of the Article by the Licensee for publication shall be considered as an acceptance, i.e., the Licensee's consent to the publication of the Article in accordance with the terms of this Agreement and the Author's Rules, with the obligatory conclusion of this Agreement by the Parties on the specified terms.

6.7. everything not provided for in this Agreement shall be subject to the norms of the current legislation of the Russian Federation.

6.8. this Agreement is executed in two copies with the same content and legal force, one for each of the parties.

**Details of the Parties**

**Licensee:** TSPU "Tomsk State Pedagogical University," ul. Kiyevskaya, 60, Tomsk, 634061, Tel. / fax: (3822) 31-14-64

TIN/KPP 7018017907/701701001 OKPO 02080115, OGRN 1027000903401

On behalf of the Licensee: Vice-Rector for Research \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ E. A. Poleva

**Licensor:**

Full name: **Full name as in passport/ID card**

Date of Birth: **Day. Month. Year.**

Passport data: **Passport number, issued by**

Address: **zip code and address**

Tel. number: **number**, E-mail address: **e-mail**

On behalf of the Licensor:

|  |  |  |
| --- | --- | --- |
|  | **Full name** | Date |

 (Signature) (Signature transcript)