License Agreement № \_\_\_\_\_\_

Moscow «\_\_\_\_»\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_202\_\_ г.

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(Full name of the Licensor)

hereinafter referred to as ‘**Licensor’** from one side and the Primakov National Research Institute of World Economy and International Relations, Russian Academy of Sciences represented by the Chief Editor of the Electronic edition “*Analysis and Forecasting. IMEMO Journal*” (hereinafter ‘Journal’) **Irina Prokhorenko** acting on the basis of the Power of Attorney from 17 September 2018 № 14504/81171-76, hereinafter referred to as **“Licensee”**, from the other side, collectively referred to as Parties, concluded this License Agreement (hereinafter ‘Agreement’) on the following:

**1. Subject Matter**

1.1. The Licensor grants to the Licensee the rights to use the scientific work created by the Licensor in the Journal, the work which was not promulgated before in the Russian or in the English language \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Title of the Scientific Article)

(hereinafter – ‘Scientific Article’), within the limits set by the Agreement.

1.2. For the purpose of the Agreement, the author of the Scientific Article is recognized as the Licensor.

1.3. The Scientific Article includes information (text, charts, diagrams, illustrations, etc.) provided in a doc/docx file format on an optical disk or a flash drive or sent in the mentioned format to the Journal’s Editorial Board via e-mail.

1.4. The Licensor grants the following rights for the article and the Licensee uses them as it deems appropriate:

1.4.1. The right to reproduce the article within the Journal as well as a separate work;

1.4.2. The right to public presentation that makes the Scientific Article available for the first time for public attention through its publication within the Journal as well as a separate work;

1.4.3. The right to share the Scientific Article within the Journal as well as a separate work in any form not prohibited by law (written and electronic) through information and communication networks, including the Internet, information systems and software including web-sites and databases;

1.5. The transmission of the rights stated by this section of the Agreement is done under the procedure provided for exclusive licenses and does not provide for granting the rights to others regarding the Scientific Article mentioned in the Section 1.1. of the Agreement.

1.6. The Licensor guarantees that the Scientific Article is an original work, does not contain borrowed parts violating the rights of other authors, as well as has not been provided earlier and will not be provided to other persons including editors, mass media etc. for publication and destribution.

1.7. The author of the article published in the Journal remains the copyright holder. Yet, the journal holds the right to be the first publisher, and this right bases on [Creative Commons Attribution-NonCommercial](https://creativecommons.org/licenses/by-nc/4.0/deed.ru) (CC BY-NC 4.0) public license which allows to use the article in any mean that is consistent with the author’s rights, all while citing the original, initial publication. However, the previously mentioned license does not include the use of any articles published in the Journal for commercial purposes. After admittance of the article to the Journal, the author holds the right to its use, including publishing, upon agreements and contracts, in databases, monographs, compendiums, etc., all while citing the original, initial text in the Journal.

**2. Remuneration, term and territory of use**

2.1. The Licensor grants the rights listed in the Section 1 of the Agreement free of charge, there is no payment of remuneration to the Licensor.

2.2. The right to use the Scientific Article is granted to the Licensee for the whole period of the validity of the exclusive rights to the scientific work and is to be used without restrictions worldwide.

**3. Rights and responsibilities of the parties**

3.1. The Licensee is obliged to:

3.1.1. Start using the Scientific Article within the time period defined by the founder of the Journal for each of the stages of the editorial and publishing cycle but not before the Scientific Article is accepted for publication by the Chief Editor (Editorial Council);

3.1.2. While reproducing the Scientific Article, follow the Journal’s release schedule, considering the Licensor providing the materials in compliance with the schedule and the Scientific Article approval for publication by the Chief Editor (Editorial Council);

3.1.3. Without written permission from the Licensor not to shorten words and expressions used in the Scientific Article, not to add illustrations, charts, diagrams, abstracts, conclusions, explanations and not to amend the Scientific Article in any other way including the Licensor’s name, the Scientific Article’s title and other elements of the provided scientific work;

3.1.4. Provide scientific and literary editing of the Scientific Article and to agree with the Licensor amendments and additions suggested by the editors;

3.1.5. Process illustrations contained in the Scientific Article;

3.1.6. Prepare the layout and provide the Scientific Article layout for approval;

3.1.7. Send the copy of the Scientific Article to the e-mail provided by the Licensor free of charge in the PDF format;

3.2. The Licensee has a right to:

3.2.1. Transfer the right to use the Scientific Article to other persons within the terms of sub-license agreements concluded by the Licensee in the process of performing editorial and publication works for the review, scientific and literary editing, production and/or processing of illustrative material and other objectives connected to the preparation, publication and distribution of the Journal;

3.2.2. After signing the License Agreement, reject the Scientific Article basing on the decision of the Chief Editor (Editorial Council) if the requirements to the articles for the Journal are not met during its creation, if the Scientific Article is inconsistent with the thematic areas of the Journal or violates the scientific ethical norms and the Licensor refuses to address the violations therefore damaging for the Licensee’s business reputation;

3.2.3. Determine the thematic area of each issue of the Journal and publish the Licensor’s article in the issue that is most suitable according to the article’s thematic area.

3.3. The Licensor is obliged to:

3.3.1. Comply with the requirements to the scientific articles published in the Journal, their format as stated in the Section 1.3 of the Agreement, as well as the terms and procedures for submitting scientific articles;

3.3.2. Provide the Scientific Article not later than the Agreement is concluded observing the requirements for scientific articles, citing and sources of citations stated by the acting law;

3.3.3. Provide the Scientific Article not published before, free from the rights of third parties granted though the previous license agreements, alienation of rights agreements, assignment agreements or transferred to the third parties on any other basis;

3.3.4. Correct the errors discovered by the editor and the proofreader in the Scientific Article during the checking process of the syntax, spelling and punctuation rules, as well as during scientific editing;

3.3.5. Read the layout of the Scientific Article before the publication date of the Journal.

3.4. The Licensor has a right to:

3.4.1. Disregard the comments from the reviewers, the Chief Editor (Editorial Council) considering the scientific contents of the article in case they distort the Licensor’s concept without affecting the requirements towards scientific texts and scientific research methods;

3.4.2. Amend the layout of the articles to correct errors in case such amendments are technically possible at the current stage of the editorial and publishing cycle;

3.5. Withdraw the Scientific Article, that is to refrain from its publication in the relevant issue of the Journal. The Licensor’s losses that emerged in connection to the editing and publication of the Scientific Article within the Journal are subject to compensation.

**4. Mode of access to information**

4.1. In order to fulfill the Agreement the Parties agree to adhere to the following principles of access and utilization of information and data received during its implementation:

4.2.1. Regard the information of another Party provided during the period covered by the Agreement as confidential, except for the publicly accessible information;

4.2.2. Not to allow access to all the information or its part to third parties, unless such access is required for a Licensee to implement the work on preparation, publication and distribution of the Journal or the Scientific Article separately;

4.2.3. Not to publish such information and not to use it under any pretext without approval from another Party.

4.3. The Parties must refrain from disclosing any confidential information they received from other parties. This provision does not prevent providing confidential information upon request from public authorities in accordance with current legislation.

4.4. The Parties are obliged to immediately inform each other about any circumstances affecting the execution of the license agreement, including legal proceedings of cases concerning protection of business reputation and ethics violations commissions created and functioning within Russian or foreign organizations and public authorities and directly connected to the observance of the Agreement.

4.5. The Licensee’s employees that are involved into the implementation of the Agreement due to their job functions and on the basis of the Agreement, do not receive rights for methods, concepts and ideas developed and used by the Licensor and reflected in the Scientific Article. Any utilization of such subjects is impossible, be it in economic, personal or other purposes, unless the Licensor gives permission to use them under the Agreement procedure or according to the laws of the Russian Federation.

4.6. Transfer of rights for objects listed in Section 4.5 of the Agreement is implemented exclusively on the basis of the Licensor’s written agreement within a separate agreement or a supplementary agreement signed by the Parties.

4.7. A Party that violated the provisions of this section of the Agreement will be held liable according to the current law and the Agreement. In this case losses subject to compensation are determined on the basis of damage caused to the business reputation of the Licensor and potential income the Licensee could have generated by using the objects listed in the current section of the Agreement.

4.8. Compensation of damage to the business reputation of a respective Party as well as moral damage to the creators of the object listed in the current section of the Agreement is implemented according to the procedure and within the limits set by the legislation of the Russian Federation and by the provisions of contracts and agreements concluded by the Parties and envisioning responsibility for damage and compensation for losses.

**5. Responsibility of the Parties**

5.1. The Parties are accountable for fully or partially violating the terms of the Agreement in accordance with the current legislation, including the legislation regulating copyright for intellectual products and protection of information.

5.2. It is the responsibility of the Parties to ensure the credibility and integrity of information in the Agreement. The Parties agree to inform each other about the changes in data and information that can affect fulfillment of their commitments.

**6. Settlement of disputes**

6.1. All disputes and disagreements under the Agreement shall be resolved between the parties through negotiations.

6.2. If no agreement can be reached through negotiations, the Party in interest files a written claim signed by an authorized person.

6.3. The decision to satisfy or deny the claim shall be made in writing and shall be communicated to the party concerned within ten (10) working days from the date of receipt of the claim.

6.4. The documents are sent by the parties in accordance with the procedure provided for in the Section 7 of the Agreement.

6.5. Disputes not resolved through negotiations or through the claim procedure are to be settled in court in accordance with the legislation of the Russian Federation.

**7. Final provisions**

7.1. The Agreement enters into force from the moment of its signature by the Parties and shall remain in force for the duration of the exclusive right to the scientific work.

7.2. Additions to this Agreement are to be made in writing and signed by both Parties.

7.3. The Agreement may be terminated by one of the Parties or in case of withdrawal of the Scientific Article via sending a written notice.

7.4. The exchange of applications, notices, claims, agreements and other documents, as well as communications relevant to the performance of the terms of the Agreement, is to be carried out in the following ways:

7.5.1. courier delivery. The delivery of correspondence must be confirmed by a receipt from the Party receiving the correspondence, indicating the name of the document, the date of its receipt, and the full name of the person who received the document or the message;

7.5.2. via registered mail with confirmation of delivery;

7.5.3. via mail with a declared value and inventory of its contents;

7.5.4. via fax;

7.5.5. via e-mail followed by sending an original document or message through communication methods listed in Sections. 7.5.1 – 7.5.3 of the Agreement.

7.6. A document or a message is also considered delivered in the cases when it reached the respective Party but the authorized person has not received or has not examined its contents for the reasons beyond their control.

7.7. The agreement is made in 2 (two) copies, having equal legal force, one copy for each of the Parties.

7.8. The laws of the Russian Federation apply to the relationships between the Parties not regulated by the Agreement.

**8. The parties**

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| **Licensor:**  Full name, full details of the identity document (passport), contact details including e-mail  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | **Licensee:**  Electronic edition “*Analysis and Forecasting. IMEMO Journal*”  Registration certificate:  EL № FC 77-76743 from 16.09.2019  Tel.: +7 (499) 128-85-60  e-mail: [afjournal@imemo.ru](mailto:afjournal@imemo.ru)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Irina Prokhorenko  (Chief Editor) |