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### 1. Subject Matter of the Agreement

- 1.1. The Co-authors grant to the Licensee the exclusive right, on the basis of an exclusive license, to use the results of intellectual activity in the form of the research article entitled "\_\_\_\_\_" hereinafter referred to as the "Work" of \_\_\_\_\_ author's sheet(s) (with an author's sheet equal to 40,000 characters), including illustrations, reference materials, and bibliographic materials, subject to the terms hereof and for the duration of this Agreement.
- 1.2. By granting to the Licensee the right to use the Work on the basis of an exclusive license, the Co-authors agree not to grant licenses to other persons.
- 1.3. Under the terms of this Agreement, the right to use the Work is granted by the Co-authors on a free-of-charge basis.

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- 2.2. The Co-authors transfer to the Licensee the rights to use the Work specified in Section 2.1 of this Agreement for use without any territorial restrictions and in any language of the world for the duration of the exclusive license to the Work, starting from the date of the decision made by the Editorial Board to approve the Work for publication. The date of the decision by the Editorial Board to accept the Work for publication is the date when a corresponding protocol is signed by the Editorial Board.
- 2.3. The Co-authors grant to the Licensee the right to handle their personal data:  
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The personal data is provided by the Co-authors to the Licensee for the purpose of fulfilling their obligations under this Agreement via automated and non-automated means of data processing, including collection, systematisation, accumulation, storage, updating, modification, retrieval, use, transfer (distribution, submission, access), removal, and destruction of personal data.

### 3. Rights and Obligations of the Parties

- 3.1. **The Co-authors guarantee that**
  - 3.1.1. they are the holder of the exclusive right to the Work and have the right to sign this Agreement;
  - 3.1.2. the Work has not been submitted to anyone else for publication or any other use; there are no other persons who possess any and all rights to the Work; granting to the Licensee the right to use the Work will not violate the rights and legitimate interests of third parties;
  - 3.1.3. the Work includes all the references to the authors and/or publications (materials) cited in the Work in accordance with the legislation of the Russian Federation;
  - 3.1.4. the Co-authors have obtained all the necessary permissions to use in their Work results of intellectual activity that do not belong to the Co-author, facts and other third-party content;

- 3.1.5. the Work does not contain materials prohibited for publication in accordance with the legislation of the Russian Federation, and publication and distribution of the Work will not result in disclosure of secret (confidential) information.
- 3.2. **The Co-authors undertake:**
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- 3.3. **The Licensee guarantees:**
- 3.3.1. The right of integrity of the Work and protection from any distortion, as well as compliance with the copyright and the Co-authors' right to a name.
- 3.4. **The Licensee undertakes:**
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- 3.4.2. If the Editorial Board, following the results of the review, makes a decision to approve the Work for publication, to publish the Work in the Journal. The publication date is determined by the Licensee alone.
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- 3.5.4. During the term of this Agreement, to grant third parties the right to use the Work within the rights and ways of using specified herein, including but not limited to the use of the Work in databases of third parties and printed periodicals published by third parties.
- 3.5.5. To reject the publication of Co-authors' Work if the Co-authors fail to submit the manuscript of the Work, other materials required by the Licensee in order to fulfil the obligations hereunder, through the fault of the Co-authors within the specified timeframe or within the timeframe set for revision of the Work following the review, or if the Co-authors fail to comply with any other obligations specified in the terms of this Agreement.
- 3.5.6. To reject the publication of Co-authors' Work if the manuscript is rejected by the Editorial Board of the Journal. In accordance with the provisions of this section, the rejection to publish the Work of the Co-authors by the Licensee represents a unilateral repudiation by the Licensee of obligations under this Agreement. In this case the Licensee shall send a notice to the Co-authors concerning the unilateral repudiation of obligations under this Agreement, specifying the time period for termination of obligations of the Parties hereunder.

#### **4. Other Terms of the Agreement**

- 4.1. This Agreement shall enter into force upon its signing by the Parties and shall remain in force and effect until full discharge of obligations undertaken by the Parties subject to the time schedules specified in Section 2.2 of this Agreement.
- 4.2. If a claim is made against the Licensee in connection with infringement of exclusive rights to intellectual property owned by third parties relating to the creation of the Work or the conclusion by the Co-authors of this Agreement, the Co-author shall, immediately after receiving the notice from the Licensee, take measures to resolve any disputes with the third parties; take all possible actions to indemnify and hold harmless the Licensee from any claim thereof; reimburse legal costs, charges and expenses incurred by the Licensee in connection with application of injunctive relief and execution of the court decision, and the amounts paid to a third party for infringement of exclusive rights to intellectual property owned by third parties, as well as any other losses incurred by the Licensee in connection with the non-compliance of the Co-authors with the guarantees provided by them under this Agreement.
- 4.3. The parties agree and consent to the reproduction of the text of this Agreement and signatures of the Parties to this Agreement and other documents related to its conclusion and execution by means of mechanical, electronic and any other copying of the handwritten signature and the text of the Agreement, which would have the same legal force as the

actual handwritten signature of the Party and the original document. Facsimile, electronic copies of the documents are valid and shall have equal legal force with the original.

- 4.4. The Parties agreed that the correspondence of the Parties in connection with the execution of this Agreement by the Co-authors shall be done by \_\_\_\_\_. The Co-authors approve, do not mind and would not object to the fact that information received by Licensee from \_\_\_\_\_ is approved and agreed by all the Co-authors. The Parties agreed the following details for communicating with the Co-authors:  
e-mail: \_\_\_\_\_

#### 5. Liability of the Parties

- 5.1. The Parties shall be liable for non performance or improper performance of their obligations under this Agreement in accordance with the legislation of the Russian Federation.  
5.2. The Party that performs inadequately or fails to perform its obligations under this Agreement shall be liable to compensate the other Party for any damages, including loss of profit.

#### 6. Final Provisions

- 6.1. Any disputes or differences arising out of this Agreement shall be settled by negotiations, and if they fail, the said disputes shall be adjudicated in Vasileostrovsky District Court of St. Petersburg (Russia) according to the rules of the Russian law.  
6.2. This Agreement can be terminated at any time by mutual consent of the Parties subject to signing by the Parties of a corresponding termination agreement.  
6.3. Any changes or additions to this Agreement shall enter into force only if they are made in writing and signed by both Parties to this Agreement.  
6.4. In all other respects not specified by this Agreement, the Parties agree to be bound by the legislation of the Russian Federation.  
6.5. This Agreement is made in Russian and English, in two copies, of equal content and legal power, one copy for each Party. In case of doubt, the English text shall prevail.

#### 7. Details and Signatures of the Parties

##### Co-authors

##### Licensee

1) Full name \_\_\_\_\_  
\_\_\_\_\_

Date of birth \_\_\_\_\_

Passport series \_\_\_\_\_ № \_\_\_\_\_

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##### Co-authors

##### Licensee

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