

License agreement for the right to use a scientific work

Novosibirsk _____ 20____

Author(s):

(full name of all co-authors)

hereinafter referred to individually or jointly as “Licensor (Licensors)” or “Author (Co-authors)”, on the one hand, and the Federal State Budgetary Institution of Science Institute of Mathematics named after. S.L. Sobolev of the Siberian Branch of the Russian Academy of Sciences (abbreviated name - IM SB RAS), represented by the editor-in-chief of the journal " Siberian Electronic Mathematical News " Yuri Leonidovich Trakhinin, acting on the basis of power of attorney No. 22 dated June 9, 2023, hereinafter referred to as "Licensee" or " Publisher" have entered into this agreement as follows.

1. The Subject of the Agreement:

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_____ (hereinafter referred to as the Article)

(title of the article)

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– sublicensing (granting rights to use the Article and its individual parts received under this Agreement to third parties).

The specified rights are considered transferred from the moment of signing the Certificate of Acceptance and Transfer of the Article (Appendix No. 1).

1.3. The territory in which the rights specified in clause 1.1 and clause 1.2 of this Agreement are valid covers the territory of all states where copyright is protected by international treaties of the Russian Federation or on other grounds.

1.4. The parties agreed to extend the validity of this Agreement to previously established relations, starting from the moment the Article is sent to the Licensee.

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2.7. At the time of granting the right to use the Article, the Licensor(s) will not be bound by any obligations with third parties that could in one way or another interfere with the full or partial implementation of all provisions of this Agreement;

2.8. If the guarantees contained in this section of the Agreement are violated, the Licensor(s) undertake(s) to take measures that will ensure the Licensee's unhindered use of the rights granted under this agreement, and if it is impossible to ensure unhindered use of the granted rights, compensate the Licensee for losses incurred, which may arise for the Licensee in connection with such breach of warranty.

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4. The licensee undertakes:

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5.1. For any use by the Licensor (Licensors) (and/or other persons) of the Article (including any of its individual parts, fragments), require from these persons an indication (link) to the Journal, to the Licensee, indicating the Author (Co-authors) or other copyright holders rights, title of the Article, volume, issue of the Journal and year of publication indicated in (on) the Journal.

5.2. Establish rules (conditions) for the acceptance and publication of materials in the Journal.

5.3. Use the Article at your own discretion by any means, within the limits of the rights received under this Agreement.

6. Other terms of the Agreement:

6.1. In accordance with Art. 1269 of the Civil Code of the Russian Federation The Author (Co-authors) have the right, before the actual publication, to refuse a previously made decision to publish the Article (the right to withdraw), subject to compensation to the Publisher for losses caused by such a decision.

6.2. In the event that third parties present to the Publisher claims (claims, suits) related to violation of exclusive copyright and/or other intellectual property rights when using the Article by the Licensee, the Licensor (Licensors) undertake(s):

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- reimburse the Publisher for legal costs incurred and damages paid by the Publisher to a third party in connection with violation of copyright and other intellectual rights.

6.3. Everything else not directly regulated by this Agreement is subject to regulation in accordance with the current legislation of the Russian Federation by the rules (conditions) for the acceptance and publication of materials in the Journal (Rules for Authors).

An integral part of this Agreement is the Certificate of Acceptance and Transfer of the Article (Appendix No. 1).

7. Details and signatures of the Parties:

Licensor (*filled out and signed by all co-authors*)

Author: _____
(Full Name)

(date, month, year of birth)

passport
(passport data: series, number, by whom and when issued)

(author's place of residence with postal code)

(office, home or mobile phone; e - mail)

(signature)

Author: _____
(Full Name)

(date, month, year of birth)

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(author's place of residence with postal code)

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1. The Licensor transferred to the Licensee, and the Licensee accepted the scientific work _____ (hereinafter referred to as the Article),
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2. The article was transferred to the Licensee in electronic form.
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4. The parties have no mutual claims against each other.
5. This Act is drawn up in 2 copies having equal legal force, one for each Party.

Signatures of the parties

Licensor (filled out and signed by all co-authors)

Author: _____
(Full Name)

(date, month, year of birth)

_____ passport _____
(passport data: series, number, by whom and when issued)

(author's place of residence with postal code)

(office, home or mobile phone; e - mail)

(signature)

Author: _____
(Full Name)

(date, month, year of birth)

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