

The revised version of the Agreement improved in accordance with the effective legislation enters into force on January 1, 2010

**License agreement
for the right to use the scientific work in scientific journals,
founded by the Russian Academy of Sciences (RAS Journals)**

Moscow

" ____ " _____ 200

Author (Coauthors) _____,
(full name)

hereinafter individually and/or collectively referred to as the "Author" (Coauthors) and the State Unitary Enterprise (GUP) "Academizdatcenter "Nauka" RAS" hereinafter referred to as the "Publisher, **in the person of Director General, V.I. Vassilyev, Corresponding Member of the Russian Academy of Sciences**, acting on the basis of the Charter (Articles of Association), entered into this Agreement on the following:

1. The Author from the effective date of this Agreement grants the Publisher on a free-of-charge basis and for the duration of the copyright term, prescribed by the current RF legislation, an exclusive license for the use of the scientific work created by the Author (Coauthors), hereinafter referred to as the Article(s) entitled _____,

(title of the article)

approved and accepted for publication by the Editorial Board of the original RAS journal (the Russian version/ published in Russian) _____,

(name of the journal)

to the extent provided by this Agreement, while the Author (Coauthors) shall not retain the right to issue similar licenses to other persons.

In accordance with Paragraph 2 of Article 1270 of the Civil Code and this Agreement, the use of the Article shall be understood as follows:

- reproduction of the Article or its separate parts in Russian in any material form, including paper and electronic formats, in journals and/or databases of the Publisher and/or other persons, at the discretion of the Publisher and/or the Founder of the Journal;
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- sublicensing (granting permission to use the Article and its individual materials) and transfer of the rights obtained in accordance with the present Agreement to third parties, provided that the Authors shall be notified about it through relevant information being posted on the Publisher's website;
- other rights not explicitly transferred to the Publisher under this Agreement, including the patent rights to any processes, methods, or techniques, etc., described by the Author (Coauthors) in the Article, as well as trademark rights, shall be retained by the Author (Compiler) and other right holders.

Granting rights under this Agreement includes the right to modify the form of representation of the Article for it to be used in conjunction with computer programs and systems (databases), and to be published and distributed in computer-readable format and to be incorporated into search engines (databases).

2. The Author (Coauthors) guarantees (guarantee) that:

2.1. He (they) has (have) informed the other Coauthors about the terms and

conditions of the present Agreement and has (have) obtained the consent of all Coauthors to the conclusion of this Agreement under the terms and conditions set forth in this Agreement;

- 2.2. That the Article is an original work submitted only to this Journal for consideration and that the Author (Coauthors) has (have) not published more than 50% of its volume before in other printed or electronic editions, with the exception of publication of a preprint (manuscript) of the Article;
- 2.3. The Article includes all statutory references to the cited Authors and/or publications (materials) stipulated by the effective copyright law, that the Author (Coauthors) has (have) obtained all the required permissions for results, facts, and other borrowed materials used in the Article, to which the Author (Coauthors) does (do) not hold copyright;
- 2.4. The Article does not contain classified materials that must not be published in the open press, in accordance with the legislation of the Russian Federation, and its publication and distribution shall not result in the disclosure of secret (confidential/classified) information (including state secrets).

3. Rights and obligations of the Author (Coauthors)

3.1. The Author shall:

- 3.1.1. Submit the manuscript of the Article in accordance with the Rules for Authors published on the website of the Publisher or the Journal.
- 3.1.2. In the course of preparing the Article for publication the Author shall:
 - make corrections to the text of the Article recommended by the reviewers and accepted by the Editorial Board of the Journal and/or as necessary at the Publisher's demand shall revise and finalize the Article;
 - proofread the Article within the deadline stipulated by the Journal release schedule;
 - make in the proofs of the Article only that minimum of alterations, which is associated with the need to correct errors in the original of the Article and/or to make factual or situational modifications.
- 3.1.3. Not to publish more than 50% of the Article volume in other printed and/or electronic editions without the Publisher's consent.
- 3.1.4. Not to use for commercial purposes and in other publications without the Publisher's consent the electronic copy of the Article prepared by the Publisher, should such a copy be given to the Author.

3.2. The Author (Coauthors) has (have) the following rights:

- 3.2.1. The right to use a printed or electronic preprint of the unpublished manuscript of the Article in the form and substance accepted by the Publisher for publication in the Journal. Such preprints can be posted as electronic files on the website of the Author (Coauthors) or on a secure external website of the employer of the Author (Coauthors) of the Article, but not for the purposes of commercial sale or systematic external distribution by a third party.

Thereat the Author (Coauthors) shall:

 - include in the preprint the following warning: "This is a preprint of the Article accepted for publication in (name of the Journal, (C), copyright (year). The copyright holder is indicated in the Journal)";
 - provide an electronic link to the sites of the Publisher, having the URL <http://www.naukaran.ru>
- 3.2.2. The right to freely photocopy or convey to colleagues a copy of the printed Article in whole or in part, for their personal or professional use, for promotion of academic or scientific research, or for informational purposes of the employer.
- 3.2.3. The right to use the materials from the published Article in a book written by the Author (Coauthors).
- 3.2.4. The right to use individual figures or tables and text fragments from the Article for his (their) own educational purposes or for including them into another work published (in electronic or print format) by a third party or

for presenting them in electronic format on an internal (secure) network, or on an external website of the Author (Coauthors) or his/her/their employer.

- 3.2.5. The right to include the materials of the Article into course books for classroom use; for free-of-charge distribution of the materials to students of the Author (Coauthors) or to store them in electronic format on a local server, for students to have access to them as a part of an educational course; or for internal training programs in the employer's institution.

4. The Publisher's rights and obligations

4.1. The Publisher shall:

- 4.1.1. At his own expense provide reviewing of the Article, scientific, literary, and technical editing and tweaking, preparation and/or processing of illustrative material, creation of paper and electronic layouts. The Publisher shall undertake the reproduction of the Journal issue with the Author's article in paper and electronic format and its distribution in accordance with the terms and conditions of this Agreement.
- 4.1.2. Coordinate with the Author the editorial corrections to the Article subject to the conditions of Paragraphs 2.4 and 3.1 of this Agreement.
- 4.1.3. Submit to the Author the layout proofs of the Article and introduce into it the justified alterations of the Author (Coauthors) at a ratio not exceeding three alterations per thousand characters subject to the terms and conditions of Paragraph 3.2 of this Agreement.
- 4.1.4. Provide the Author an electronic file of the Article after its publication in the Journal subject to the provision of relevant e-mail addresses by the Author (Coauthors).

5. The Publisher guarantees:

- the right to the integrity of the Article and protection from distortion; compliance with the current standard of printing works, copyright protection against the illegal use of the Article by third persons and observation of the Author's (Coauthors') right of attribution of authorship and right to name.

6. The Publisher shall have the right:

- 6.1. For any subsequent permitted use by the Author (Coauthors) (and/or other persons) of the Journal and/or of the Article (including any of its separate parts or a fragment), to require that such persons make due reference to the Journal, the Publisher, or other holder of the right to the Journal, the Author (Coauthors) or other holders of the copyright to the Title of the Article, volume, issue of the Journal and the year of publication indicated in (on) the Journal.
- 6.2. At his discretion, to pay for individual articles commissioned by the Publisher (Editorial Board) but not resulting from the performance of official duties or duty assignment given by the employer, royalties at rates set by the Publisher.
- 6.3. Place in mass media and other sources of information preliminary and/or promotional information about the forthcoming publication of the Article.

Set rules (conditions) of acceptance and publication of the materials of the Journal. The Editorial Board of the Journal has the exclusive right of selection (acceptance) and/or rejection of materials submitted to the Editorial Board of the Journal for publication. The manuscript (physical media) submitted by the Author (Coauthors) to the Editorial Board of the Journal is not subject to return. The editors of the Journal do not enter into correspondence on matters associated with rejection of the Article by the Editorial Board of the Journal.

7. Other conditions of the Agreement

- 7.1. This Agreement shall enter into force in the event and from the date of the editorial board of the Journal taking the decision to accept the Article for publication and is valid for the period provided for in Paragraph 1 of this Agreement. If the Article is not accepted for publication or the Author (Coauthors) withdraws (withdraw) the manuscript before the decision has

been made by the Editorial Board, this Agreement shall not enter into force (shall become void). If the Article is not accepted for publication, the Publisher shall notify the author about the fact within 15 calendar days, subject to the provision of contact telephone numbers (addresses) by the Author (Coauthors).

- 7.2. In accordance with Article 1269 of the Civil Code, the Author (Coauthors) has (have) the right to reverse his (their) earlier decision to publish (reproduce) the Article (right of withdrawal), provided he (they) compensates (compensate) the Publisher the losses inflicted on the latter by such a decision. If the Article has been published, the Author (Coauthors) shall also give public notice of such a withdrawal. Thereat the Author (Coauthors) shall have the right to withdraw from the circulation of the Journal previously issued copies of the Article, provided he (they) compensate the damages caused by such an action.
- 7.3. Should a claim be filed against the Publisher connected with the infringement of exclusive copyright or other intellectual property rights of the third parties in creating the Article or in connection with the Author's (Coauthors') entering into this Agreement,

The Author shall:

- immediately after receiving the notice from the Publisher, take steps to resolve the dispute with third parties, if necessary, to join the lawsuit on the side of the Publisher and take all reasonable steps to exonerate the Publisher from all legal liability;

- reimburse the Publisher for all legal costs, expenses, and losses incurred by him connected by the measures taken for securing the claim and execution of the Court's judgment as well as for the amount paid to the third party for infringement of exclusive copyright and other intellectual property rights, and other losses incurred by Publisher in connection with the Author's (Coauthors') failure to secure guarantees provided by them under this Agreement.

- 7.4. The Parties agree that, in accordance with Article 160 of the Civil Code of the Russian Federation they allow and admit that the reproduction of the text of the present Agreement and the signatures of the Parties on the present Agreement, as well as copies of other necessary and mandatory documents related to its conclusion, made by means of mechanical, electronic or other copying of the handwritten signature and the text of the Agreement, will have the same effect as the original signature of the Parties or the original document. Facsimile (electronic) copies of the documents are valid and have equal legal force with the original (authentic) documents.
- 7.5. In accordance with Article 428 of the Civil Code this Agreement is a contract of adhesion (offer), the conditions of which are determined by the Publisher, and can be signed by the other Party only by way of its accession to the Agreement as a whole. The Author's (Coauthors') submitting the Article for publication in the Journal shall be interpreted as acceptance, i.e., consent of the Author (Coauthors) of the Article to the terms and conditions of this Agreement.

Signatures (of the Parties):

Publisher

Author's (Coauthors') full name

Passport (personal) data _____ Editorial address and telephone number

e-mail; telephone number _____ (see the Journal)

The text of the Agreement is posted on the website of the Nauka Publishers <http://www.naukaran.ru/>, and it can also be obtained via e-mail from the Department of Journal Issue: uvg@naukaran.ru or from the Editorial Board of the Journal