# License Agreement No \_\_\_\_\_\_

|  |  |
| --- | --- |
| **Moscow** | **«\_\_\_»\_\_\_\_\_\_\_\_\_ 20\_\_\_** |

**Independent not-for-profit organization of higher education GITR Film and Television School,** acting as a Publisher of a periodic scientific journal “Nauka televideniya” [“The Art and Science of Television”] and hereinafter referred to as the **"Licensee"**, represented by the Executive Secretary of a periodical scientific journal “Nauka televideniya” [“The Art and Science of Television”] (hereinafter referred to as – Journal) Olga Borisovna Khvoina acting on the basis of the Power of Attorney No. 77/801-н77-2021-3-1695 dated September 20, 2021, on the one hand, and the **Citizen \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **"Licensor"**, on the other hand, hereinafter referred to as the **"Party/Parties"**, have entered into this agreement (hereinafter referred to as the **"Agreement"**) on as follows.

# The Subject of the Agreement

1.1. Under this Agreement, the **Licensor** grants the **Licensee the right** to use the article by the editorial board of the “Nauka televideniya” [“The Art and Science of Television”] journal free of charge for the entire duration of the copyright provided for by the legislation of the Russian Federation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

(Title, characteristics of materials passed)

hereinafter referred to as the **"Manuscript"** on the basis of a non-exclusive license within the limits stipulated by the Agreement and for a period specified in the Agreement.

1.2. The **Licensor** guarantees that he or she owns the exclusive copyright for the Manuscript passed to the **Licensee**.

1.3. The **Licensor** guarantees that the transfer of rights for the Manuscript and its further use by the **Licensee** in accordance with this Agreement will not violate the rights of third parties. This warranty also implies the written consent of the authors of the Manuscript, as well as persons who are the general owners or other rightful owners of equipment, software and/or hardware, facilities, materials, etc., used by the author and/or **Licensor** when creating the Manuscript and/or depicted on the Manuscript; for the **Licensor** to fulfill the obligations provided in this Agreement, in particular, to transfer the rights for the Manuscript to the **Licensee**.

1.4. The territory, on which the rights specified in clause 2.1. of this Agreement are in effect, covers the territory of all countries where copyright is protected by international treaties of the Russian Federation or on other grounds.

1.5. The **Licensor** guarantees that during the creation of the Manuscript and the subsequent transfer of rights for it to the **Licensee**, confidential information (state, inside information, commercial secrets) will not be released.

1.6. The **Licensor** guarantees that the Manuscript, prior to the transfer of rights for it to the **Licensee**, has not been published (including sites/portals, etc. in the global communication network Internet, including social networks), and is also not under consideration by publishers and/or other mass media.

# Rights and liabilities of the Parties

**2.1.** The **Licensor grants the Licensee the following rights:**

2.1.1. the right to reproduce the Manuscript or its separate part on printed and/or electronic media (publishing, promulgation, duplication, copying or other reproduction of the Manuscript) without limitation of the circulation of copies. Moreover, each copy of the Manuscript shall contain the name of the author of the Manuscript;

2.1.2. the right to distribute the Manuscript or a separate part of it in any way on any medium;

2.1.3. the right to include the Manuscript in a composite work;

2.1.4. the right to make the Manuscript or a part of it available to the public with the possibility for any person to get access to the Manuscript from any place and at any time at their own choice (including the placement of a full-text version of the work in the public domain on the journal’s website, in the Electronic Scientific Library (www.elibrary.ru), as well as in other scientific information databases, electronic library systems, scientific information resources on the Internet);

2.1.5. the right of public placement of copies of the Manuscript or its particular part;

2.1.6. the right to revise (edit) the Manuscript, including the translation of the Manuscript into any foreign language and use the revised (translated) article in the above-referred ways, if approved by the author of the revised (edited, translated) article;

2.1.7. the right of the use of metadata (title, name, degrees, ranks, academic and honorary titles, job titles of the author(s) (copyright holder(s)), abstracts, keywords lists, bibliographic data, etc.) of the Manuscript by distribution and making it available to the public, revision and filing, as well as inclusion in various databases and information systems, including international databases;

2.1.8. The **Licensee** has the right, in any use by the **Licensor** (and/or other persons) of the Article (including any of its separate parts, fragments), to demand from these persons an indication (link) to the “Nauka televideniya” [“The Art and Science of Television”] journal, indicating the Author or other copyright holders, the title of the Article, volume, issue of the “Nauka televideniya” [“The Art and Science of Television”] journal and the year of publishing, as well as other necessary metadata of the Article.

2.1.9. the right to use the Article at its discretion in any way, within the limits of the rights obtained under this Agreement;

2.1.10. the right to assign, on contractual terms, partially or completely, to third parties the rights obtained under this agreement without paying the **Licensor** remuneration.

2.2. The **Licensor** transfers the rights to the **Licensee** under this Agreement on the basis of a non-exclusive license.

2.3. The transfer of rights under this Agreement is confirmed by the Work Completion Certificate. The date of signing the Work Completion Certificate is the moment of transfer to the **Licensee** of the rights specified in this Agreement.

2.4. The **Licensee** is obliged to observe the copyrights and the rights of the **Licensor** as stipulated by the current legislation as well as to protect them and take all possible measures to prevent copyright infringement by third parties.

2.5. The territory where the use of the rights to the Manuscripts allowed is not limited.

2.6. The **Licensor** also grants the **Licensee** the right to store and process the following personal data for an unlimited period of time:

* full name;
* date of birth;
* phone numbers and personal/business e-mail addresses;
* information on education;
* information on academic degree, academic rank;
* information on special titles and awards;
* information on the place of employment and job title;
* information on the availability of published works of literature, science and art.

Personal data are provided for being stored and processed in various databases and information systems, being included in analytical and statistical reports, as well as for creation sufficient relationships between objects of works of science, literature and art with personal data, etc.

2.7. The **Licensee** has the right to transfer the information on the last name, first name, patronym, place of employment, job title, academic and honorary titles, e-mail address (e-mail), business phone number for processing, storage and public placement of them on the Internet without notifying the **Licensor** about such a fact of furnishing information, and the **Licensor** agrees with the transfer of data for processing, storage and public placement on the Internet to disseminate information on the authorship of scientific work on the journal's website, abstract databases and indexing databases of the journal without any notice.

Withdrawal of consent to the storage and processing of personal data is carrying out by the **Licensor** by sending an appropriate written notification to the **Licensee**.

2.8.The **Licensor** is obliged to observe the basic principles of the editorial policy:

* research reported in the Manuscript shall be conducted in accordance with ethical and appropriate legal rules;
* research results shall be presented clearly, honestly, without manufacturing, fraud, forgery or inappropriate data handling;
* research methods shall be described clearly and expressly, so that their conclusions could be confirmed;
* the submitted Manuscript shall be original, fail to appear literary piracy and shall not contain compilation fragments;
* the authorship of a scientific publication (if any co-authors are available) shall accurately reflect the personal contribution of each co-author to the work and shall be represented in the publication;
* funding sources and related conflicts of interest shall be disclosed.

2.9. **The Licensor guarantees that**:

2.9.1. He or she is the author and the effective copyright holder of the exclusive rights to the Manuscript; and the rights granted to the Licensee under this Agreement do not belong to, have not been ever transferred to third parties, and that the Article is published in Russian for the first time;

2.9.2. The article is an original manuscript, has not been submitted for consideration and has not been previously published in any other print and (or) electronic media and contains the necessary links to previous publications;

2.9.3. The article contains all links to the cited authors and sources of borrowed materials as stipulated by the current legislation, the **Licensor** has received all the necessary permissions to use in the Article materials, which copyright does not belong to the **Licensor**;

2.9.4. The Manuscript does not contain materials that are not subject to the publication on the public media in accordance with the current legislative acts of the Russian Federation.

**2.10. The Licensor is obliged**:

2.10.1. Not to publish the Article in other print and (or) electronic media and/or other mass media;

2.10.2. In case of publishing of the Article in a foreign language, notify the **Licensee** and obtain the written consent of the **Licensee** to publish the article in a foreign language, while providing a link to the article published by the **Licensor** with the necessary journal output data, including the name of the “Nauka televideniya” [“The Art and Science of Television”] journal, the year of publication, edition number, page numbers and other metadata.

2.10.3. To use an electronic copy of the Article prepared by the **Licensee** and transferred to the **Licensor** solely and exclusively in accordance with the terms of this Agreement.

2.10.4. During the term of this Agreement, refrain from any actions that could hinder the exercise by the **Licensee** of the right to use the manuscript, granted to it within the limits prescribed by this Agreement.

2.10.5. The **Licensee** undertakes, within 7 (seven) calendar days from the submission of the Manuscript in its final edited (revised) version, to send the completed and signed License Agreement and the Work Completion Certificate to the **Licensor’s** address: 123007, Moscow, Khoroshevskoye shosse, d. 32A, and a scanned signed version of the Contract – to the journal’s e-mail address: [journal@gitr.ru](mailto:journal@gitr.ru).

**2.11.** **The Licensor has the right to:**

2.11.1. Systematically distribute printed or electronic copies of the freely available Article for the advancement of academic or scientific research, or for informational purposes.

2.11.2. Use separate materials from the published Article in a book written by the **Licensor** (subject to the obligatory indication of a link to the publication of the Manuscript in the “Nauka televideniya” [“The Art and Science of Television”] journal, while providing a link to the article published by the **Licensor** with the necessary journal output data, including the name of the “Nauka televideniya” [“The Art and Science of Television”] journal, the year of publication, edition number, page numbers and other metadata).

2.11.3.Include the materials of the Article, after it has been published in the Journal, in textbooks / study guides / curricula for use in classroom learning, distribute the **Licensor’s** materials free of charge among students for educational purposes, save materials as part of curriculum in electronic format on a local server for students’ access, and use for internal training programs at the employer's institution, while providing a link to the article published by the **Licensor** with the necessary journal output data, including the name of the “Nauka televideniya” [“The Art and Science of Television”] journal, the year of publication, edition number, page numbers and other metadata.

# Responsibilities of the Parties

3.1. In accordance with the current legislation of the Russian Federation, the **Licensor** and the **Licensee** bear property and other legal responsibility for non-fulfillment or improper fulfillment of their obligations under this Agreement.

# Confidentiality

4.1. The terms of this Agreement and supplements to it are confidential and not subject to disclosure to third parties.

# Final provisions

5.1. All disputes and disagreements between the Parties arising from the terms of this Agreement shall be settled through negotiations; if ineffective, such disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement takes effect from the moment both Parties sign this Agreement and the Work Completion Certificate.

5.3. This Agreement shall remain in force until all obligations under this agreement have been fully completed by the Parties.

5.4. This Agreement may be terminated at any time by mutual agreement of the Parties, subject to the mandatory signing by the Parties of an appropriate agreement to this effect.

5.5. Unilateral termination of this Agreement is possible in cases provided for by the current legislation of the Russian Federation, or by a court decision.

5.6. Any amendments or supplements to this Agreement shall not be valid unless made in writing and signed by both Parties.

5.7. In all other respects not specified by this Agreement, the Parties shall be guided by the norms of the current legislation of the Russian Federation.

5.8. The Agreement is made in two copies with the same content of equal legal force, one for each Party.

# Addresses and bank details of the Parties

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Licensee**: | |  | **Licensor**: | | |
|  | |  | Independent not-for-profit organization of higher education GITR Film and Television School | | |
|  | |  |
|  | |  |
| (Passport data, date of birth) | |  |  | | |
|  | |  | Horoshevskoe shosse, 32A, 123007, Moscow | | |
| Registration address: |  |  |  | | |
|  | |  | OGRN 1167700069228  INN 7714424400; KPP 771401001  Bank: PJSC Bank VTB Moscow  Current account 40703810500000000501  Correspondent account 30101810700000000187  RCBIC 044525187 | | |
|  | |  |
| (full name) | |  |
|  | |  |  | | |
| **Licensee**: | |  | **Licensor**: | | |
|  | |  | Executive secretary of the periodic scientific journal “Nauka televideniya” (“The Art and Science of Television”) | | |
|  | |  |  | O.B. Khvoina | (signature) |
| (signature) | |  | L.S. |  |  |

# Work Completion Certificate

# to the License Agreement No \_\_\_\_\_\_

|  |  |
| --- | --- |
| **Moscow** | **«\_\_\_»\_\_\_\_\_\_\_\_\_ 20\_\_\_** |

**Independent not-for-profit organization of higher education GITR Film and Television School,** hereinafter referred to as the **"Licensee"**, represented by the Executive Secretary of the periodical scientific journal “Nauka televideniya” [“The Art and Science of Television”] Olga Borisovna Khvoina acting on the basis of the Power of Attorney No. 77/801-н77-2021-3-1695 dated September 20, 2021, on the one hand, and the **Citizen**  , hereinafter referred to as the **"Licensor"**, on the other hand, and both hereinafter referred to as the **"Party/Parties"**, drew up this Work Completion Certificate (hereinafter referred to as the “Work Completion Certificate”) to the License Agreement No. dated “ ” 20 (hereinafter referred to as the **"Agreement"**) on as follows.

1. The **Licensor** has transferred, and the **Licensee** has accepted in accordance with the terms of the Agreement 1 (one) copy of the Manuscript – the article \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title and characteristics of materials passed*) – and rights for its further use.

1. The **Parties** have no mutual claims regarding the order and scope of fulfillment of obligations under the Agreement.
2. This Work Completion Certificate is drawn up in two copies of equal legal force, one copy for each of the Parties.

# Addresses and bank details of the Parties

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Licensee**: |  | **Licensor**: | | |
|  |  | Independent not-for-profit organization of higher education GITR Film and Television School | | |
|  |  |
|  |  |
| (signature, full name) |  | Horoshevskoe shosse, 32A, 123007, Moscow | | |
|  |  | OGRN 1167700069228  INN 7714424400; KPP 771401001  Bank: PJSC Bank VTB Moscow  Current account 40703810500000000501  Correspondent account 30101810700000000187  RCBIC 044525187 | | |
|  |  |  | | |
| **Licensee**: |  | **Licensor**: | | |
|  |  | Executive secretary of the periodic scientific journal “Nauka televideniya” (“The Art and Science of Television”) | | |
|  |  |  | O.B. Khvoina | (signature) |
| (signature) |  | L.S. |  |  |