

LICENCE CONTRACT

For the transfer of right to use a literary work in a periodical electronic publication

Moscow, Russia

« » _____ 20____ .

"NB - Media" LLC, as represented by the Director - General Danilenko Vasilij Ivanovich, acting in accordance with the By-Law, hereafter entitled "the Publisher", as one Party to this Contract, and _____

(last names, names, patronymics of all co-authors)

, hereafter entitled "the Author (Co-Authors)", as the other Party to this Contract, hereafter referred to as "the Parties", have concluded the following Contract (hereafter, the Contract) on the following:

1. Object of the Contract

- 1.1. In accordance to this contract the Author transfers to the Publisher the sole selling right for the use of the Literary Work on a free of charge basis on the conditions of the non-exclusive simple license for the Publisher to use the Literary Work in the following ways:
 - 1.1.1. right to reprint and reproduction of the Literary Work (publishing, disclosure, duplication, replication, other types of copying of the Literary Works without limitation as to the amount of copies, including copies on electronic media, in electronic networks and databases);
 - 1.1.2. right to distribution of the Literary Work by any means;
 - 1.1.3. right to translation and remake of the Literary Work;
 - 1.1.4. right to public display and demonstration of the Literary Work for information, advertisement and other goals;
 - 1.1.5. right to notification and bringing to the attention of the general public;
 - 1.1.6. right to import and export the original Literary Work or copies of the Literary Work for publication and distribution purposes;
 - 1.1.7. right to conclude a sub-license contract, that is, a contract allowing the third parties to use the Literary Work (as mentioned in p. 1.2 of the Contract) without prior permission from the Author and without payment of any award to the Author.
- 1.2. For the purpose of this Contract the Literary Work is understood as scientific research of the Author, as expressed as a scientific article, review, commentary, interpretation, report, overview and other scientific work within the relevant topics of the journal, as entitled « _____ »;
_____ (title of scientific work)
- 1.3. For the purpose of this Contract the Journal is understood as any electronic journal by the Publisher, for which the Literary Work is approved by the Publisher (the Board of Editors of the Journal) for the publication.
- 1.4. The Rights, as established in p. 1.1 of the Contract are transferred to the Publisher for the entire term of application of exclusive right in accordance with the current legislation of the Russian Federation.
- 1.5. The use of the Literary Work is allowed in the territory of the Russian Federation and outside its territory.

2. Rights and obligations of the Parties

2.1. Rights and obligations of the Author:

- 2.1.1. The Author is obligated to provide the Literary Work to the Publisher in accordance with the rules for the provision of works, including requirements of the format for the electronic journals, which are provided at the electronic journals website of the Publisher www.e-notabene.ru
- 2.1.2. **The Author guarantees the following:**
 - That the Literary Work is original;
 - That no copyright or any other rights of the third parties were breached by creation of the Literary Work;
 - That the Literary Work is not an object of pledge, and is not transferred to a third party in accordance to the contract for alienation of an exclusive right or a license agreement, and it is not burdened by rights and claims of third parties.
- 2.1.3. The Author is obliged to mention and to require mention by a third party of the title and output information of the issue of the Journal, in which the Literary Work was published, when transferring the right of use of the Literary Work to a third party via the contract for the alienation of an exclusive right or the license contract.
- 2.1.4. Prior to publication the Author has a right to refuse to publish Literary Work in a Journal (right to recall the Literary Work) on the condition of compensation of any losses and damages to the Publisher arising from such a decision.
- 2.1.5. In order to perform his obligations under the Contract the Author provides the Publisher with the right to process his personal data with no limitation as to term:
 - Name, patronymic, last name;
 - Date of birth;
 - Information on education;
 - Information on place of work and official position;
 - Contact information for the correspondence;
 - Information of the published works of literature, science and art.

2.2. Rights and obligations of the Publisher:

- 2.2.1. The Publisher accepts for examination the Literary Works, which meet the criteria for the format of articles for the electronic journals, as provided for at the Publisher's electronic journals website www.e-notabene.ru

If these criteria are not met, the Publisher (the Board of Editors of the Journal) has a right to return the Literary Work to the Author without examination.

- 2.2.2. The Publisher is obliged to have an obligatory internal anonymous prepublication review of the Literary Work within 30 calendar days from the date when the Literary Work is received.
- 2.2.3. If the prepublication review results in a decision to admit the Literary Work for publication, the Publisher publishes the Literary Work in the Journal. The specific time of publication depends on the order of publication of articles by other authors, which were previously admitted for publication. The Publisher (the Board of Editors of the Journal) has a right to recommend the Literary Work for publication in another Journal of the Publisher.
- 2.2.4. If the prepublication review results in a decision not to admit the Literary Work for publication, or to require reworking, the Publisher sends a review to an e-mail address of the Author. The Publisher (the Board of Editors of a Journal) does not discuss the issues of refusal to admit the Literary Work for publication in further correspondence with the Author.
- 2.2.5. At the stage of preparation of the Literary Work for publication, the Publisher has a right to include comments and notes on the Literary Work, and to correct spelling and punctuation mistakes in a text of Literary Works without additional consent of the Author. These changes should not change the meaning of the text or alter its content in any other way.
- 2.2.6. Publication of the Literary Work is performed by placement of the Literary Work in an issue of the Journal at the website www.e-notabene.ru for constant interactive access to the Literary Work.

- 2.2.7. In order to perform under the Contract the Publisher has a right to process the personal data of the Author, as mentioned in p. 1.2.
- 2.2.8. The Publisher does not provide the Author with reports on the use of the Literary Work.

3. Price of Contract and Payment Procedure

- 3.1. The Author does not receive any payment of award for providing the Publisher with the right to use the Literary Work.

4. Guarantees and Responsibilities of the Parties

- 4.1. The Author guarantees that he possesses all of the necessary rights for the actions under this Contract, and guarantees that no copyright or other rights of the third parties were breached when the Literary Work was created. The Author independently bears responsibility towards the third parties for the scientific contents of the Literary Work, as well as on all of the issues regarding ownership of rights to the Literary Works and materials which were used in it.
- 4.2. The Publisher guarantees the right of authorship and the right of Author to the name, the right of Author to the integrity of the Literary Work and its protection from distortion; the Publisher takes measures to avoid violation of the copyright by third parties.
- 4.3. The Party who fails to perform or to provide due performance under the Contract is obligated to compensate the losses and damages to the other Party, including the loss of profit.
- 4.4. The Parties are freed from responsibility for the complete or partial non-performance of obligations under the Contract in case of force-majeure, which includes natural catastrophes, coming into force of legislative and governmental acts, which directly or indirectly prohibit or prevent performance of the obligations under this Contract by the Parties.

5. Applicable Law

- 5.1. The norms of material law of the Russian Federation shall apply to this Contract and to the legal relations arising from it or related to it.

6. Conclusion, Amendment and Termination of the Contract

- 7.
- 7.1. The Parties have agreed that in accordance with Art. 160 of the Civil Code of the Russian Federation they accept and recognize the text of this Contract and signatures of the Parties on this Contract and other documents related to its conclusion, which are formed with the use of mechanical, electronic and other types of copying of true signature and text of the Contract, as having the same force with the true signature of the Party or an original document. Fax (electronic) copies of the documents are valid and they have the same legal force as the original documents.
- 7.2. The Contract comes into force from the moment when the decision on approval of the Literary Work for publication is reached upon the prepublication review, and its term of application lasts during the period mentioned in p. 1.4 of the Contract.
- 7.3. Any changes or amendments to this Contract come into force only when they are put in a written form and signed by both Parties to the Contract.
- 7.4. The termination of this Contract is possible at any time subject to the mutual agreement of the Parties with an obligatory signing of the agreement on termination of the Contract by the Parties.
- 7.5. The unilateral termination of the Contract by one party is possible only in the cases provided for by the current legislation or upon the decision of a court. If one of the Parties decides to terminate the Contract, this Party is obliged to notify the other Party of the termination of the

Contract in writing no later than 30 calendar days prior to such termination.

8. Dispute Resolution

- 8.1. All disputes between the Parties arising from the conditions of this Contract shall be resolved by negotiations, and if agreement is not reached in negotiation, the disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

9. Legal addresses and requisites of the parties

Publisher "NB-Media" LLC

Legal Address: 117465. Russia, Moskva, ul, Generala Tyuleneva d 31/1 - 210

Actual and Mailing Address: 117465. Russia, Moskva, ul, Generala Tyuleneva d 31/1 - 210

Bank account 40702810238000027580 in PAO "Sberbank of Russia", Moscow BIK 044525225,

Correspondent account 301018104 0000 0000 225

INN 7728603783, KPP 772801001, OGRN 1067760827474

Director General _____ (Danilenko, V.I.)

Author: (name, last name, patronymic)

Date of birth: _____

Passport ser. /№: _____

(date and organization of issue) _____

Registration address: _____

Telephone: _____ e-mail : _____

Signature of the Author _____ « _____ » _____ 20__ yr

Co-Author: (name, last name, patronymic)

Date of birth: _____

Passport ser. /№: _____

(date and organization of issue) _____

Registration address: _____

Telephone: _____ e-mail : _____

Signature of the Co-Author _____ « _____ » _____ 20__ yr

Co-Author: (name, last name, patronymic)

Date of birth: _____

Passport ser. /№: _____

(date and organization of issue) _____

Registration address: _____

Telephone: _____ e-mail : _____

Signature of the Co-Author _____ « _____ » _____ 20__ yr