Licence Agreement for the Right to Use Proprietary Research Content in the Journal Vestnik Moskovskogo Universiteta._____Series____.

Moscow

Authors/Co-authors:

(names of all co-authors)

hereinafter individually or collectively referred to as the "Author" or the "Co-Authors", on the one part, and Federal Higher Education Organisation Lomonosov Moscow State University hereinafter referred to as the "Publisher", represented by MGU Publishing House (Printing Office) Director Alexander N. Veraksa acting pursuant to Power of Attorney No. 195-17/010-50 dated 20/09/2017, on the other part, hereby enter into this agreement as follows:

1. Scope of the Agreement

1.1 After this Agreement takes effect, the Author shall, on a no-consideration basis for the term of copyright as provided by the applicable Russian laws, grant the Publisher an exclusive licence to use the proprietary research content created by the Author/Co-Authors (the "Article") titled:

(title of the article),

approved and accepted for publication in Russian in the Journal known as *Vestnik Moskovskogo Universiteta*.______. *Series*_____, hereinafter referred to as the "Journal", within the scope set forth in this Agreement, provided that the Author/Co-Authors do not retain the right to grant similar licences to any other persons.

1.2 Pursuant to Article 1270(2) of the Russian Civil Code and this Agreement, the use of the Article shall include:

- reproduction of the Article and/or any part thereof in Russian on any media, including in paper or electronic form as a separate item and/or as part of any Journal(s) and/or in the databases of the Publisher and/or any other persons at the Publisher's discretion;

- distribution of the Article and/or any part thereof in Russian on any media worldwide as a separate item and/or as part of any Journal(s) and/or in the databases of the Publisher and/or any other persons at the Publisher's discretion;

– public promotion of the Article and/or any part thereof so that any person can get access to the Article from anywhere any time at their discretion, including online access;

- sublicencing (granting permission to use the Article and/or any part thereof) of the rights granted hereunder to third parties upon notifying the Authors by posting respective information on the Publisher's website.

1.3 Any other rights not granted expressly to the Publisher hereunder, including patent rights to any processes, means, methods or otherwise described by the Author/Co-Authors in the Article or any rights to trademarks shall remain vested in the Author/Co-Authors or other copyright holders.

1.4 The rights granted hereunder shall include the right to process the format of the Article to adapt it for software and IT systems/databases and to publish and distribute it in machine readable form and include it in search systems/databases.

2. The Author/Co-Authors shall warrant that:

2.1 The Author/Co-Authors is/are true holder(s) of exclusive rights to the Article;

2.2 The Author/Co-Authors have not granted and will not grant the Rights granted to the Publisher hereunder to any third parties;

2.3 The Article is an original work, it has not been presented to other publications or has not been published in other printed and/or electronic publications (except for the publication of the preprint/manuscript of the Article on the Author's/Co-Authors' website and/or in the preprint archive(s) such as, e.g., arxiv.org), and that the Article is not a commissioned work or a work for hire;

2.4 the Article contains all references to quoted authors and sources of borrowed content as provided by the applicable copyright laws;

2.5 The Author/Co-Authors have received all required consents for the results, facts or other borrowed content used in the Article in respect of which the Author/Co-Authors are not holders of rights;

2.6 The Article does not contain any materials not subject to publication in public sources pursuant to the applicable laws and regulations of the Russian Federation and its publication and/or distribution by the Publisher will not result in the disclosure of proprietary/confidential information (including state or official secret).

3. Rights and Obligations of the Author/Co-Authors:

3.1 **The Author shall:**

3.1.1. Present the manuscript of the Article to the editors of the Journal in accordance with the Rules for Authors published on the Publisher's website or available in the office of the Journal.

3.1.2. In the course of preparation of the Article for publication:

- comply with the requirements of the Publisher and/or editors and/or editorial board of the Journal;

- make amendments to the Article requested by reviewers and approved by the Editorial Board of the Journal and/or, if necessary, improve the Article as required by the editors and/or the editorial board of the Journal within the period as to be further agreed;

- read the proofs of the Article within the period specified by the Publisher;

- make minimum revisions to the proofs of the Article related to correction of errors made in the original Article;

3.1.3. not publish the Article in other printed and/or electronic publications in Russian or distribute it without the Publisher's consent;

3.1.4. use the electronic copy of the Article prepared by the Publisher and delivered to the Author/Co-Authors solely in accordance with the terms and conditions of this Agreement.

3.2 Authors/Co-authors may:

3.2.1 Use printed or electronic preprints of the Article manuscript prior to publication in the form and content approved by the editors of the Journal for publication. Such preprints may be posted as electronic files on the Author's/Co-Authors' website and/or on the secure external website of the Author's/Co-Authors' employer and/or in the archive of preprints (e.g., arxiv.org), but not for commercial purposes. However, the Author/Co-Authors will be required:

- to include the following warning notice in the preprint: "This is a preprint of Article accepted for publication in (name of the Journal, (C), copyright (year), copyright holder indicated in the Journal)";

- ensure that there is an electronic link to the Publisher's websites with "msu" in its URL address.

3.2.2 Make free copies or provide copies of the printed Article in full or in part to colleagues for their personal or professional use, for promotion of academic or scientific research or for information purposes.

3.2.3 Use certain materials of the published Article in a book written by the Author/Co-Authors.

3.2.4 Use certain drawings and/or tables and/or extracts from the Article for education purposes or as part of another work or for posting in electronic format on the intranet or external website of the Author/Co-Authors or their employer.

3.2.5 Include materials of the Article in educational compilations for use in class and for free distribution of materials to the Author's/Co-Authors' students or store materials in electronic form on

the local server accessible by students as part of academic programme or for internal training programmes of the employer, but not for regular distribution or free access.

4. The Publisher shall:

4.1. provide, at its expense, for reviewing of the Article, its content and copy editing, preparing and/or processing of illustrations, preparing layout original and ready-to-print file, reproducing and distributing the Article in printed and/or electronic form in accordance with the terms and conditions of this Agreement and the Journal publication schedule.

4.2. Agree with the Authors/Co-Authors any amendments made to the Article subject to the provisions of Clauses 2 and 3 hereof;

4.3. Provide the proofs of the Article to the Authors/Co-Authors and make reasonable revisions proposed by the Authors/Co-Authors subject to the provisions of Clause 3.1.2 hereof;

4.4. Deliver a pdf file of the Article to the Authors/Co-Authors after its publication provided that the Authors/Co-Authors have notified their e-mail addresses.

5. The Publisher guarantees:

- integrity of the Article and its protection from misrepresentation;
- printing to the international standards;
- observance of personal non-proprietary and other rights of the Authors/Co-Authors.

6. The Publisher may:

6.1. require that any further permitted use by the Author/Co-Authors (and/or other parties) of the Article (including any its part or extract from it) includes a reference to the Journal, the Publisher or any other holder of rights of the Journal, Authors/Co-Authors or other copyright holders, the title of the Article, volume, number of the Journal and year of publication specified in/on the Journal.

6.2. Publish in media and other sources of information (including, inter alia, the Internet), at its discretion, any preliminary information and/or advertise the upcoming publication of the Article.

6.3. Establish the rules/conditions for accepting and publishing materials in the Journal. The Editorial Board of the Journal retains the exclusive right as to what materials to select and/or whether to refuse such materials sent to the Journal for the purpose of their publication. The tangible media containing the manuscript of the Article sent by the Author/Co-Authors to the Journal will not be returned by the Publisher. The editors of the Journal will not enter into correspondence with the Author/Co-Authors on matters/reasons for refusing an Article by the Editorial Board of the Journal or provide any reviews.

6.4. Use the Article at its discretion in any way within the scope of this Agreement.

7. Miscellaneous Provisions

7.1 This Agreement shall enter into force if and when the Editorial Board of the Journal decides to accept the Article for publication and shall be effective during the term specified in Clause 1 hereof. If the Article is not accepted for publication or the Author/Co-Author withdraws the manuscript at the time of decision making by the Editorial Board, this Agreement shall cease to be effective.

Pursuant to Article 1269 of the Russian Civil Code the Author/Co-Authors may withdraw their earlier decision to publish/reproduce the Article (right to withdraw) provided the Publisher is reimbursed the losses caused by such decision. If the Article has been published, the Author/Co-Author shall also publicly announce that it has been withdrawn. In addition, the Author/Co-Authors may withdraw any copies of previously issued Article or Journal from the circulation upon reimbursing any losses caused to the Publisher and third parties (subscribers).

7.2 If any actions, proceedings or claims are brought by third parties against the Publisher related to the breach of any copyright and/or any other exclusive rights to intellectual property of third parties by the Publisher in connection with the Article or execution by the Author/Co-Author of this Agreement, the Author/Co-Authors shall:

- immediately upon being notified by the Publisher use their best efforts to resolve any disputes with such third parties, join the proceedings on the side of the Publisher if required or take any and all reasonably required actions to remove the Publisher from the proceedings as a defendant;

- reimburse the Publisher's costs of any proceedings, any costs and expenses caused by any injunctions or enforcement actions, any amounts paid by the Publisher to third parties for the breach of the copyright and other exclusive rights to intellectual property and any losses suffered by the Publisher due

to the breach of the Author's/Co-Authors' warranties provided hereunder.

7.3 The Parties agree that pursuant to Article 160 of the Russian Civil Code they acknowledge and accept the text of this Agreement and the signatures of the Parties on this Agreement and other documents related to its execution reproduced by photocopying, electronic or any other copying of the hand-written signature and the text of the Agreement as having the same force and effect as the original signature of the Parties or the original document. Facsimile/electronic copies of documents shall be valid and shall have the same legal force and effect as the original documents.

7.4 Pursuant to Article 428 of the Russian Civil Code, this Agreement is an adhesion contract (offer) where its terms and conditions are determined by the Publisher and it may be executed by the other party only by adhering to this Agreement in its entirety. By submitting the manuscript of the Article for publication in the Journal the Author/Co-Authors shall be deemed to have accepted the offer, i.e. consented to the publication of the Article in accordance with the terms and conditions of this Agreement and the Rules for Authors and to the mandatory execution of this Agreement by the Parties on its terms.

7.5 Any other matters not expressly provided for in this Agreement shall be settled by the Parties pursuant to the applicable laws and regulations of the Russian Federation and the rules/conditions for accepting and publishing materials in the Journal (Rules for Authors) of the Publisher effective as of the date of submitting the Article to the editorial office of the Journal.

8. The Parties' Details and Signatures

Author/Co-Authors (to be completed in respect of each co-author):

Author for correspondence:

First name: Patronymic: Passport No Issuing authority and date of issue:
Passport No
Issuing authority and date of issue:
Address (place of registration and postal address for correspondence):
Contact telephone number:
E-mail:

Signature, date ______20____

Author:

Surname:	
First name:	
Patronymic:	-
Passport No	
Issuing authority and date of issue:	·
Address (place of registration and postal address for correspondence)	
Contact telephone number:	
Pursuant to Article 9 of Federal Law No. 152-FZ on Personal Data date usent to the Publisher for collection, storage and processing of my pers	• •
Signature, date20	
Publisher: Federal Higher Education Organisation Lomonosov Mosc	ow State University
Director of MSU Publishing House Printing Office	A.N. Veraksa
Editorial Board of the Journal "Accepted for publication" (to be completed by editorial staff of the Journal)	

Date

Signature