

**License Agreement to Use an Article in a Russian-Language Scientific Journal
Founded by the Tomsk Polytechnic University**

Tomsk

_____20____

(Full Name)

hereinafter referred to as the **Author**¹, on the one hand, and the Federal State Budgetary Institution the Tomsk Polytechnic University, represented by

hereinafter referred to as «**Licencee**», on another hand, hereinafter jointly referred to as Parties, have entered into this Agreement (hereinafter – Agreement) as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Author shall grant the Licensee, within the bounds stipulated herein, the right to use the Author's scientific article in the Russian language previously not made public
«

»

(hereinafter, the **Article**) in the scientific journal *Journal of Wellbeing Technologies* (hereinafter, the **Journal**).

1.2. This Agreement is concluded with the suspensive condition under Article 157 of the Civil Code of the Russian Federation. The rights and obligations under this Agreement (except for the Author's obligation to extend the original of the scientific article on a tangible medium under clause 2.2 of the Agreement) shall arise provided the editor-in-chief (editorial board) of the Journal accepts (approves) the Article for publication. Within five business days since the decision was made, the Author is notified in writing or by e-mail of the acceptance (approval) of the Article for publication or of the refusal to publish the Article.

1.3. The Licensee may use the Article only within the rights and ways stipulated by the Agreement. The right to use the Article not specified directly in the Agreement shall not be considered granted to the Licensee.

1.4. The Author shall grant the Licensee an exclusive license to use the Article in the following ways:

– the reproduction of the Article in any material form, including on paper and/or electronic media as a separate work and/or as part of the Journal, and/or as part of the Licensee's and/or other parties' databases, at the Licensee's discretion (the right to reproduce);

– the dissemination of the Article's copies or any other disposal of its original or copies, including on paper and/or electronic media as a separate work and/or as part of the Journal, and/or as part of the Licensee's and/or any other parties' databases, at the Licensee's discretion (the right to disseminate);

– making the Article available to the public in a way that any person may gain access to the Article from any place and at any time out of preference (the right to make available to the public).

The Author shall allow the Licensee using the Article on a worldwide basis.

The Author shall assign the right under this Agreement free of charge.

The Author shall give advance consent to the Licensee for the Licensee to conclude sublicense agreements whose subject matter will be the extension of the right to use the Article within the rights and ways of usage stipulated herein for the Licensee, including when making contracts to transfer the Article's materials for desktop publishing; reviewing; scientific, literary,

¹Acting on behalf of a group of authors, it is necessary to have the letters of attorney from all the authors. Otherwise, the Agreement shall designate all the authors, and all the authors shall sign the Agreement. The letter of attorney shall be finalized as an agreement under cl. 3 of art. 1219 of the Civil Code.

and copy-editing; for the making and processing of illustrative materials. The Licensee shall be responsible before the Author for the sublicensee's activities.

1.5. The Agreement shall be in effect for the entire period of the exclusive right.

1.6. The Author who has given the work under the Agreement for the usage under cl. 2 of art. 1268 of the Civil Code of the Russian Federation shall be considered to have agreed to the publication of this work.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Licensee undertakes:

– under article 1287 of the Civil Code of the Russian Federation, to begin using the work within a period usual for this type of works and their application, calculated after the editor-in-chief (editorial board) of the Journal has decided to accept the Article for publication. The time of using the Article through its reproduction is determined according to the periodicity of issuing the Journal. The Journal's periodicity is given in the imprint of each issue of the Journal;

– not to introduce without the Author's written consent changes, abridgments, and additions to the Article, including its title and the designation of the Author's name, as well as not to provide the Article with illustrations, forewords, afterwords, commentaries, and any explanations without the Author's consent;

– to ensure free delivery to the Author's e-mail an electronic PDF copy of the Article provided the Author has given his/her e-mail address herein;

– to ensure the review of the Article; the scientific, literary, and desktop editing; the making and/or processing of illustrative material provided for by the Author or the Licensee in the presence of the Author's consent to its inclusion into the Article; the making of the camera-ready copy; and the printing of the Article.

2.2. The Author undertakes:

– to submit the original of the scientific article in the Russian language on a tangible medium (electronic medium, by e-mail) no later than the date of entering into this Agreement;

– during the preparation of the Article for publication, to remove orthographic, syntactic, stylistic, editorial, and factual errors from the text of the Article, identified by the Licensee's editor and proofreader, identified by the reviewers and accepted by the Journal's editorial board. The Author may disregard remarks that distort the meaning of the Article and the intention of the Author;

– to read the galley of the Article in the time set according to the periodicity of the Journal's publication. The periodicity of the Journal is given in the imprint of each issue of the Journal;

– to introduce into the Article's galley changes associated with the need to correct errors made in the original of the Article and/or introduce factual and momentary corrections.

2.3. The Author shall have the right, before the actual publishing of the Article, to forgo the previously made decision to publish it (the right to retract the Article) and compensate for all losses borne by the Licensee.

3. GUARANTEES OF THE PARTIES

3.1. The Author guarantees that:

– he/she is the legitimate copyright holder of the Article;

– by the time this Agreement has entered into force, the Author is not aware of the rights of third parties that might be violated by granting an exclusive license for the use of the Article under the Agreement;

– by the time of entering into the Agreement, the exclusive right for the Article is not pledged and not granted under license agreements to other persons;

– by the time of entering into the Agreement, the Author's rights for the Article are not litigated.

3.2. The Licensee guarantees the compliance with the legal interests and personal nonproperty rights of the Author.

3.3. The Author guarantees that the Article does not contain materials not liable for publication in open press in line with the current legislation of the Russian Federation and the

publication and dissemination of the Article will not lead to the disclosure of secret (confidential) information, including commercial or state secrets.

3.4. The Author guarantees that the Article contains all references to cited authors and sources of publication of borrowed content as stipulated by current legislation.

4. THE CONDITION FOR CONCLUDING THE AGREEMENT

4.1. Under art. 428 of the Civil Code of the Russian Federation, the Agreement is an accession agreement, the terms of which are determined by the Licensee and which can be signed by the Author solely by joining this Agreement as a whole.

4.2. By signing the Agreement, the Author agrees to the processing and storage of his/her personal data without time limitation (surname, name, patronymic name; date of birth; education background; information on work place and position; e-mail address; contact number; ORCID) for their storage and processing in different database and information systems, including into analytical and statistical reporting, creating reasonable relations of the objects of work of science, literature and art with personal data etc. under Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

The Licensee has the obligation not to disclose to third parties and not to disseminate the Author's personal data except for the data used to individualize the Author when publishing the Article without the consent of the subject of personal data unless otherwise stipulated by Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

5. SETTLEMENT OF DISPUTES

5.1. All disputes and disagreements that may arise during the execution of this Agreement shall be settled under the current legislation of the Russian Federation.

5.2. Before the institution of legal proceedings, each Party shall lodge a claim to the other Party. The answer to the claim shall be sent within 10 (ten) business days.

6. EARLY TERMINATION OF THE AGREEMENT

6.1. The Agreement shall terminate before the expiry date in case:

6.1.1 The Author decides to retract the Article under cl. 2.3 hereof.

6.1.2 Of mutual rescission and, in the case stipulated by the legislation of the Russian Federation, as requested by either Party.

7. MISCELLANEOUS

7.1. In failure to perform or improper performance of their obligations under the Agreement, the Parties shall bear responsibility under the current legislation of the Russian Federation.

7.2. All amendments and supplements to the Agreement are finalized in writing and signed by the Parties. The duly finalized supplements and amendments are integral parts of the Agreement.

7.3. In all other matters not covered by this Agreement, the Parties shall be governed by the current legislation of the Russian Federation.

7.4. The Agreement is compiled in two copies of equal legal force, one for each Party.

ADDRESSES AND DETAILS OF THE PARTIES

Author:

Full Name, Passport details, e-mail address

_____ /

Licensee:

Full Name, details of the scientific Journal.

_____ /

/