

Federal Research Center for Information and Computational Technologies, hereinafter referred to as "Licensee", represented by the director of FRC ICT, Medvedev Sergey Borisovich, currently acting on the basis of the Charter, and

hereinafter referred to as "**Licensor**", together hereinafter referred to as "**Party/Parties**", concluded this contract (hereinafter - "**Contract**") as follows.

1. Subject of Contract

1.1. According to the present Contract **Licensor** on the non-indemnity basis grants to **Licensee** the right to use _____,

(title, characteristic of materials being transferred)

hereinafter referred to as "**Work**" on the basis of a nonexclusive license in the limits specified under Contract and for the term specified under this Contract.

1.2. **Licensor** guarantees that he holds the exclusive copyright on Work being transferred to **Licensee**.

2. Parties rights and obligations

2.1. **Licensor** grants the following rights on Work to **Licensee** for the entire valid- term of the exclusive rights:

2.1.1. right to reproduce Work (publication, promulgation, dubbing, duplicating, and any other reproduction of Work) not limiting the number of copies. In such case each copy of Work should contain the name of the Work's author;

2.1.2. right to distribute Work by any means;

2.1.3. right to include into composite work;

2.1.4. right to bring it to the public;

2.1.5. right to use metadata (title, name of the author (possessor of the rights), annotation, bibliographical materials, etc) of Works through distribution and bringing to the public, processing and systematization, as well as through the incorporation into various databases and information systems;

2.1.6. right to reassign on contracted terms partially or fully received rights (under this agreement) to a third party without paying any compensation to **Licensor**.

2.2. **Licensor** transfers the rights to **Licensee** under this Contract on the basis of the nonexclusive license.

2.3. Within three working days **Licensor** must provide Work to **Licensee** in **electronic form**, PDF format, for review. Within 30 (thirty) working days in case **Licensee** didn't put forth to **Licensor** any requirements or claims connected with the quality (content) or size of Work provided for review, Parties sign the Work transfer and acceptance act.

2.4. The date of signing the Work transfer and acceptance act is the moment of the rights transfer to **Licensee** specified in this Contract.

2.5. **Licensee** must comply with the existing copyright laws and **Licensor** rights, as well as protect them and take all necessary measures to prevent violation of copyright by a third party.

2.6. The territory where the rights to Work can be used is not limited.

2.7. **Licensor** also grants to **Licensee** the right to preserve and process the following personal information without any term limitations:

- Surname, name, patronymic
- Date of birth
- Educational background
- Information about job position and post occupied
- Information about the published works in literature, science, and art.

Personal data are provided to be preserved and processed in various databases and information systems, to be included into analytical and statistical reports, to create well-grounded links between the samples of scientific, literary and art works with personal data, etc.

Licensee has the right to transfer specified data for processing and preservation to a third party on the condition of informing about the fact of such transfer, providing the information about the third party (name and address) to **Licensor**.

Withdrawal of consent to preserve and process personal data is undertaken by **Licensor** by sending a corresponding written notification to **Licensee**.

3. Parties responsibilities

3.1. **Licensor** and **Licensee** bear financial and any other legal responsibility according to the existing legislation for the failure to perform and improper performance of its obligations under this Contract.

3.2. Party that has improperly performed or failed to perform its obligations under this Contract is obliged to compensate losses caused to the other Party including lost profit.

4. Confidentiality

4.1. Conditions of this Contract as well as its supplementary agreements are confidential and not subject to disclosure.

5. Final provisions

5.1. The law, applicable to the relationships arising from this Contract with the participation of foreign citizens and foreign legal entities including the case when the object of the civil rights is outside the premises of the Russian Federation, is the Russian law. All disputes and disagreements of Parties originating from the conditions of this Contract are to be settled through negotiations, and in case of their ineffectiveness, the specified disputes should be settled in court in accordance with the existing RF legislation.

5.2. This Contract comes into force from the moment of signing by both Parties of this Contract and the Work transfer and acceptance Act.

5.3. This Contract is valid till the complete fulfillment of the obligations under it by Parties.

5.4. Dissolution of this Contract is possible at anytime having mutual agreement of Parties with obligatory signing of the corresponding agreement by both Parties.

5.5. Dissolution of this Contract unilaterally is possible in cases provided for in the existing legislation or by court.

5.6. Any changes or additions to this Contract come into force only in case they are composed in written form and are signed by both Parties of this Contract.

5.7. Concerning everything that was not provided for in this Contract, Parties are guided by the norms of the existing RF legislation.

5.8. This Contract is in two copies that have equal content and legal power, one copy for each Party.

6. Details of the Parties

Licensor

Surname Name Patronymic,
date of birth, address

Licensor:

Licensee

Federal Research Center for Information and Computational Technologies

Academician M.A. Lavrentiev avenue, 6,
630090, Novosibirsk,
Russia

Licensee:

Director FRC ICT

Medvedev S.B.

ACT
To the License Contract № _____
City of Novosibirsk “ ____ ” _____ **20** _____

_____, hereinafter referred to as “**Licensee**”, represented by _____ currently acting on the basis of _____ and _____,

hereinafter referred to as “**Licensor**”, together hereinafter referred to as “**Party/Parties**”, concluded this act (hereinafter – “**Act**”) to the license contract № _____ dated “ ____ ” _____ (hereinafter – “**Contract**”) as follows.

1. **Licensor** transferred and **Licensee** accepted in accordance with the conditions of the Contract 1 (one) copy of Work _____ (title and characteristic) and the right to use it.
2. **Parties** have no mutual claims about the order and breadth of obligations fulfillment under this Contract.
3. This Act is in two copies that have equal content and legal power, one copy for each Party.

Licensor:

Licensee:
