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

 **Moscow \_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_**

The Editor-in-Chief journal "Mining Science and Technology (Russia)" **– Vadim Leonidovich Petrov** hereinafter referred to as the **"Licensee,"** acting on the basis of the Editorial Statute, on the one hand, and **citizen (citizens) of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as the **Licensor**, on the other hand, hereinafter referred to as **Party/Parties**, have concluded this Agreement (hereinafter referred to as the **Agreement**) on the following.

# 1. Subject matter of the Agreement

1.1. Under this Agreement, **the Licensor** grants **the Licensee**, free of charge, the right to use the article by the editorial board of the journal "Mining Science and Technology (Russia)"**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_,

(title and description of transferred materials)

 hereinafter referred to as **the Work**, based on a non-exclusive license within the limits stipulated in the Agreement and for a period defined by the Agreement.

1.2. **The Licensor** guarantees that it has the exclusive copyright in the Work transferred to **the Licensee**.

1.3. **The Licensor** guarantees that the transfer of the rights to the Work and its further use by **the Licensee**, under this Agreement, will not result in any infringement of third party rights. This guarantee also includes the written consent of the authors of the Work and those deemed to be the owners or rightful possessors of the equipment, software and/or hardware, facilities, materials, etc. used by the Author and/or the Licensor in the creation of the Work and/or depicted in the Work, to the performance by the Licensor of the obligations provided for in this Agreement, including but not limited to the transfer of the rights in the Work to the Licensee.

1.4 **The Licensor** guarantees that no confidential information (state, official, trade secrets) will be violated during the creation of the Work and the subsequent transfer of the rights thereto to **the Licensee**.

1.5 **The Licensor** guarantees that prior to the transfer of the rights to the Work to **the Licensee**, the Work has not been published and is not under consideration in any publishing house and/or mass media organization thematically similar to the Licensee's publishing and information products.

If it is found that a manuscript has been submitted to more than one publisher at the same time, the published article will be retracted (withdrawn from publication).

1.6. **The Licensor** gives his/her consent to the translation of the article for its further bilingual version publication (in Russian and English) with the same output data.

# 2. Rights and obligations of the Parties

**2.1. The Licensor grants to Licensee the following rights for a period of five (5) years:**

2.1.1. the right to reproduce the Work (duplicate, replicate or multiplicate the Work in any other way) without limitation of the number of copies. Provided however, that each copy of the Work shall contain the name of **the author** of the Work;

2.1.2. the right to distribute the Work in any way and by any means;

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

2.1.4. the right to make the Work available to the public;

2.1.5. the right to use the metadata (title, author's (copyright holder's) name, abstracts, biobibliographies, etc.) of the Work by distributing and making available to the public, processing and systematising, as well as including in various databases and data systems.

2.1.6. the right to assign, under contract terms, a part or all of the rights obtained hereunder to third parties without paying remuneration to **the Licensor**.

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

2.3. **The Licensor** shall provide **the Licensee** with **the electronic version** of the Work in Microsoft Word document format for review within three business days. Within thirty (30) business days, if **the Licensee** has no claims or complaints against **the Licensor** regarding the quality (content) or scope of the Work provided for review, the parties shall sign the Delivery and Receipt Act of the Work.

2.4. The date of signing the Delivery and Receipt Act of the Work shall be the date of transfer to **the Licensee** of the rights set forth in this Agreement.

2.5. **The Licensee** undertakes to observe the copyrights provided by the current legislation, **the Licensor's** rights, as well as to protect them and to take all possible measures to prevent infringement of copyrights by third parties.

2.6. If **the Licensor** is a postgraduate student, he/she undertakes to agree the final manuscript with the Research Adviser.

2.7. The area in which the rights to the Work may be exercised is not restricted.

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

* research being reported in the Work should be conducted in an ethical and responsible manner and should comply with all relevant legislation;
* research results should be presented clearly, honestly and without fabrication, falsification, tampering or inappropriate data manipulation;
* research methods should be described clearly and unambiguously so that their findings can be confirmed by others;
* submitted work should be original, not plagiarised and not compiled;
* authorship of research publications (if there are co-authors) should accurately reflect the personal contribution of each co-author to the work and its reporting;
* funding sources and relevant conflicts of interest should be disclosed.

# 3. Responsibility of the Parties

3.1. **The Licensor** and **the Licensee** shall bear property and other legal responsibilities for non-performance or improper performance of their obligations under the present Agreement in accordance with the current legislation of the Russian Federation.

3.2. The Party that improperly performs or fails to perform its obligations under the present Agreement shall be obliged to compensate the losses caused to the other Party, including lost benefit.

# 4. Confidentiality

4.1. The terms and conditions of the present Agreement and its additional agreements are confidential and shall not be disclosed to third parties.

4.2. The Licensor hereby grants consent to the Licensee to process the Licensor's personal data provided under this Agreement, including collection, storage, systematization, and transfer to authorized bodies, solely for the purpose of fulfilling the Agreement obligations. This consent shall remain valid until complete fulfillment of all contractual obligations, unless otherwise stipulated by the legislation of the Russian Federation.

# 5. Final provisions

5.1. All disputes and disagreements between the Parties resulting from the terms and conditions of the present Agreement shall be settled by negotiations, and if they are inconclusive, these disputes shall be settled in court in accordance with the current legislation of the Russian Federation.

5.2. The present Agreement comes into force from its signing by the Parties and the signing of the Delivery and Receipt Act of the Work.

5.3. The present Agreement shall remain in force until the Parties are in full satisfaction of their obligations hereunder.

5.4. Termination of the present Agreement is possible at any time by mutual consent of the Parties, with the obligatory signing by the Parties of the relevant agreement.

5.5. The present Agreement may be unilaterally terminated in the cases provided for in the current legislation of the Russian Federation or by court order.

5.6. Any amendments and additions to the present Agreement shall enter into force only if they are made in writing and signed by both Parties hereof.

5.7. In all matters not provided for in the present Agreement, the Parties shall apply the provisions of the current legislation of the Russian Federation.

5.8. The present Agreement is executed in two copies of equal content and equal legal force, one for each Party.

**6. Reference details of the Parties**

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| **Licensor**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (full name)Passport\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (passport details, date of birth) Registration address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ORCID (required)Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)  | **Licensee**:Editor-in-Chief journal "Mining Science and Technology (Russia)" **Vadim Leonidovich Petrov** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Place for seal |

# ACT

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

**Moscow \_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_**

The Editor-in-Chief journal "Mining Science and Technology (Russia)" **– Vadim Leonidovich Petrov,** hereinafter referred to as the **"Licensee,"** acting on the basis of the Editorial Statute, on the one hand, and **citizen (citizens) of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** hereinafter referred to as **the Licensor,** on the other hand, hereinafter referred to as **Party/Parties**, have concluded the present Act (hereinafter referred to as the Act) to the License Agreement No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_\_ (hereinafter referred to as the **Agreement**) on the following**.**

1. **The Licensor** has transferred and **the Licensee** has accepted 1 (one) copy of the Work – article\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title and description of transferred materials*),

with the right to use the Work.

**The Parties** have no mutual complaints as to the manner and extent of the performance of their obligations under the Agreement.

The present Act is executed in two copies of equal content and equal legal force, one for each Party.

**Reference details of the Parties**

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| **Licensor**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature, full name | **Licensee**:Editor-in-Chief journal "Mining Science and Technology (Russia)" **Vadim Leonidovich Petrov**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature)  Place for seal |
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