

LICENSE AGREEMENT № \_\_\_\_\_  
for the right to use a scientific research in the journal

Moscow

„ “ \_\_\_\_\_ 2022

**Federal State Budgetary Educational Institution of Higher Education “Moscow State Linguistic University”**, hereinafter referred to as the "University", represented by the Rector Kraeva Irina Arkadievna, acting in accordance with the Charter, on the one hand, and

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(Full name of all authors in order as they appear in the research), hereinafter referred to as the "Author (Co-authors)", on the other hand, collectively referred to as the "Parties", have concluded this agreement (hereinafter referred to as the Agreement) on the following:

**1. Subject matter of the Agreement.**

1.1 Author provides to the University the exclusive license at no expense for the copyright duration under the effective law of the Russian Federation the created by the Author (Co-authors) science research (hereinafter — the Article) with the title

\_\_\_\_\_  
(title of the article)

approved and accepted for publication in the journal entitled "Vestnik of Moscow State Linguistic University"

\_\_\_\_\_  
(specify: Social Sciences, Humanities, Education and teaching)

(hereinafter – the Journal), within the limits provided for by this Agreement, without reserving the Author (Co-authors) the right to issue similar licenses to other persons.

1.2 In accordance with paragraph 2 of clause 1270 of the Russian Federation Civil Code and this Agreement, the use of the Article means:

- reproduction of the Article and/or its separate part in any material form, including on soft and hard copy forms as an individual product and/or as part of the Journal(s), and/or in the databases of the University and/or other persons, at the discretion of the University;

- dissemination of the Article and/or its separate part on any medium worldwide as an individual product and/or as part of the Journal(s), and/or in the databases of the University and/or other persons, at the discretion of the University;

- making public the Article or its individual part so that any person could access the Article from any location and at any time of his/her choice, including via the Internet;

- sublicensing (issuing permissions to use the Article and/or its separate parts) of the rights obtained under this Agreement to third parties with notifying of the Authors by posting relevant information on the University's website.

1.3 The granting of rights under this Agreement includes the right to process the form of submission of the Article for its use in interaction with computer programs and systems (databases), publication and dissemination in machine-readable form and implementation in search systems (databases).

**2. Author (Co-authors) warrants that:**

2.1 Author (Co-authors) is the valid copyright holder(s) of the exclusive rights to the Article;

2.2 The Author (Co-authors) has (have) not previously assigned and will not assign in the future to third parties the Rights granted to the University under this Agreement;

2.3 The Article is an original study, it has not been submitted for consideration to other publications and has not been published previously in other printed and/or electronic

publications (except for the publication of a preprint (manuscript) Articles on the website of the Author (Co-authors) and/or in the archive(s) of preprints, for example, such as arxiv.org) and also that the Article is not a commissioned or official study;

2.4 The Article contains all the references to the cited authors and sources of publication of borrowed materials that are required by the effective copyright law;

2.5 The Author (Co-authors) has (have) obtained all required licenses to the results, facts and other borrowed materials used in the Article, where the Author is not a copyright holder;

2.6 The article does not contain materials that may not be published in public in accordance with the effective Russian Federation statutory instrument, and the Article publication and dissemination will not involve any disclosure of classified (confidential) information, including state secrets.

### **3. Rights and obligations of the Author (Co-authors).**

3.1 The Author undertakes to:

3.1.1. Submit the manuscript of the Article to the University (editorial office of the Journal) in accordance with the Rules for Authors published on the University's website.

3.1.2. While preparing the Article for publication:

- comply with the requirements of the University;

- make edits to the text of the Article specified by the readers and approved by the Editorial Board of the Journal, and/or, if necessary, at the request of the University (editorial office and /or editorial board of the Journal) to revise the Article within the time agreed additionally;

- proofread the Article within the time frames specified by the University;

- make only such edits in the proof that are minimally required to correct errors made in the Article original and/or introduce factual and momentary changes.

3.1.3. Not to publish the Article in other printed and/or electronic editions and not to disseminate it without the consent of the University;

3.1.4. Use a soft copy of the Article prepared by the University and submitted to the Author (Co-Authors) exclusively in accordance with the terms of this Agreement.

3.2 The Author (Co-authors) is (are) entitled to:

3.2.1 To use printed or electronic preprints of the unpublished manuscript of the Article in the form and content accepted by the University for publication. Such preprints can be placed as electronic files on the website of the Author (Co-Authors), and/or on a secure external website of the employer of the Author (Co-Authors), and/or in the archive of preprints (for example, arxiv.org), but not for commercial purposes. In this case, the Author (Co-authors) is (are) requested:

- include the following warning in the preprint: "This is a preprint of an article accepted for publication in (specify: Journal title, copyright mark, copyright (year), copyright owner specified in the Journal)";

- provide an electronic link to University websites that have a fragment of "linguanet" in the address bar.

3.2.2 To photocopy or assign at no expense to colleagues a copy of the printed Article, in wholly or partially, for their personal or professional use, to promote academic or scientific research or for informational purposes.

3.2.3 To use individual materials from the published Article in the book written by the Author (Co-authors).

3.2.4 To use individual pictures and/or tables and/or text excerpts from the Article for their own studying purposes, or for inclusion in other research, or for submission in soft form in an internal (secure) computer network or on an external website of the Author (Co-authors) or his employer.

3.2.5 To include the materials of the Article in manual for use in the classroom as part of the course, and for internal training programs at the employer's institution, but not for systematic dissemination or free access.

#### **4. University undertakes to:**

4.1. At its own expense ensure the review of the Article, scientific, literary and technical editing, preparation and/or processing of illustrative material, production of paper and electronic original layout, reproduction and dissemination of the Article in hard or soft copy form in accordance with the terms of this Agreement and the publication schedule of the Journal.

4.2. Coordinate with the Author (Co-Authors) the correction to the Article, considering the terms of clauses 2 and 3 of this Agreement.

4.3. Provide the Author (Co-Authors) with the proofreading of the layout of the Article and make a reasonable edit of the Author (Co-Authors), considering the terms of clause 3.1.2 of this Agreement.

4.4. Provide the Author (Co-authors) with a pdf file (soft copy form) of the Article after its publication if that the Author (Co-authors) provides e-mail address.

#### **5. University warrants that:**

- the inviolability of the Article and its protection from distortion;
- international standard of printing works;
- respect for personal non-property and other rights of Authors (Co-authors).

#### **6. University has the right to:**

6.1. In any subsequent permitted use by the Author (Co-authors) (and/or other persons) of the Article (including any of its individual parts, fragments), require the specified persons to indicate a link to the Journal, University, Author (Co-authors), title of the Article, volume, Journal number and year of publication specified in the Journal.

6.2. At its discretion publish preliminary and/or advertising information on the publication of the Article in mass media and any other information sources.

6.3. Establish rules (conditions) for the acceptance and publication of materials in the Journal. The University shall enjoy exclusive right to accept and/or reject materials submitted for publication. The tangible medium of the manuscript of the Article submitted by the Author (Co-authors) is not subject to return. The University will not enter into correspondence with the Author (Co-authors) regarding the rejection of the Article.

6.4. Use the Article at its discretion by any means within the limits of this Agreement.

#### **7. Other terms of the Agreement.**

7.1 This Agreement shall become effective when concluded by the parties and is valid for the period provided for in paragraph 1 of this Agreement.

If the Article is not accepted for publication or the Author (Co-author) has withdrawn the manuscript at the decision-making stage by the University, this Agreement becomes invalid.

In accordance with Article 1269 of the Russian Federation Civil Code, the Author (Co-authors) have the right to reject the previously made decision on publication (reproduction) before the actual publication of the Article (right to recall) subject to compensation to the University for damages caused by such a decision.

7.2 In the case of claims (complaints, lawsuits) filed by third parties against the University related to the violation of the exclusive copyright and/or other intellectual property rights of third parties when using the Article by the University, or in connection with the conclusion of this Agreement by the Author (Co-author), the Author (Co-Authors) undertakes to:

- immediately upon receipt of the University notification take measures to settle dispute with such third party, where necessary, join the litigation in favor of the University and use its best endeavors to exclude the University from the defendants;

- reimburse the legal costs, expenses and loss incurred by the University as a result of the application of pre-award relief and measures for execution of a judgment, and damages paid by the Publisher to any third party for the infringement of exclusive copyright and/or other intellectual

property rights, as well as other expenditures incurred by University as a result of infringement by the Author of any warranties provided hereunder.

7.3 The Parties have agreed that, in accordance with Article 160 of the Russian Federation Civil Code, they allow and recognize the reproduction of the text of this Agreement and the signatures of the Parties on this Agreement and other documents related to its conclusion by means of hard and soft copy form of the handwritten signature and the text of the Agreement, which will have the same legal force as the original signature of the Party or the original document. Facsimile (electronic) copies of documents are valid and have equal legal force along with the original ones.

7.4 Everything else not explicitly incorporated in this Agreement is subject to settlement by the Parties in accordance with the effective law of the Russian Federation, the rules (conditions) for the acceptance and publication of materials in the Journal (Rules for authors) in force at the University at the time of submitting the Article to the editorial office of the Journal.

### **8. Force-majeure.**

8.1. The Parties are released from responsibility for partial or complete non-compliance with the terms of this Agreement, if this non-compliance is a result of force-majeure event that arose after the conclusion of this Agreement as a result of circumstances of an extraordinary nature that the Parties could not foresee or prevent.

8.2. Upon the occurrence of the circumstances specified in clause 7.1 of this Agreement, each Party must immediately notify the other Party in writing about them.

### **9. Privacy statement.**

9.1. The terms of this Agreement are confidential and not subject to disclosure.

9.2. The Parties should take all necessary measures to ensure that their employees, agents, legal successors do not inform third parties about the details of this Agreement and its Annexes without the prior consent of the other Party.

### **10. Dispute resolution.**

10.1. Any disputes and disagreements that may arise between the Parties on issues that have not been resolved in the text of this Agreement will be resolved through negotiations.

10.2. Disputes remain unresolved during negotiations are resolved in accordance with the procedure established by the effective law in the court at the location of the University.

### **11. Agreement modification and termination procedure.**

11.1. This Agreement may be modified or terminated by written agreement of the Parties, as well as in other cases provided for by law and this Agreement.

### **12. Final provisions.**

12.1. Unless otherwise provided or stated herein, the Parties shall refer to the effective law of the Russian Federation.

12.2. Any modifications and additions to this Agreement are valid provided that they are made in writing and signed by duly authorized representatives of the Parties.

12.3. This Agreement is drawn up in two copies having the same legal force, one copy for each of the Parties.

### 13. Registered address and particulars of the Parties.

<b>Autor:</b> Last name:	<b>University:</b>
Address:	Federal State Budgetary Educational Institution of Higher Education "Moscow State Linguistic University"
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<b>Autor:</b> Last name:	Legal address: 119034, Moscow, st. Ostozhenka, 38, building 1.
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Contact phone number:	E-mail: info@linguanet.ru.
E-mail:	
<b>Autor:</b> Last name:	
Address:	
Contact phone number:	
E-mail:	

In accordance with Article 9 of Federal Act No. 152-FZ of 27 July 2006 "On Personal Data", I give my consent to the Editorial Board to collection, storage and processing my personal information above-mentioned.

#### SIGNATURES:

**Author:**

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**University:**

Moscow State Linguistic University

/I.A. Kraeva/