**Licensing Agreement No. \_\_\_**

**on granting the right to use the article in the scientific journal**

Moscow "\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_

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(Author's full name)

hereinafter referred to as the "**Author**" and the **Interregional Public Organization "Association of Transplantologists"** represented by Executive Director Svetlana Aleksandrovna Kabanova, acting on the basis of the Charter, hereinafter referred to as the "**Licensee**", together referred to as the "Parties", have entered into this Agreement (hereinafter - Agreement) on the following:

1. THE SUBJECT OF THE AGREEMENT

1.1. The Author grants the Licensee, within the limits provided for in this Agreement and for the period specified in the Agreement, the right to use his previously unpublished scientific article

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(article title)

(hereinafter referred to as the “**Article**”) in the journal "Transplantologiya. The Russian Journal of Transplantation" (hereinafter referred to as the “**Journal**”), the founder of which is the Licensee, as well as the right for: subsequent translation of the Article into English; reproduction, distribution, transfer, use of the Article, translation of the Article or parts contained therein for publication throughout the world in scientific, educational periodicals or databases in printed or electronic form.

1.2. The Licensee may use the Article only within the limits of those rights and in the ways provided for in the Agreement.

1.3. The Author grants the Licensee an exclusive license to use the Article in the following ways:

1.3.1. right to translate the Article into English;

1.3.2. reproduction of the Article and/or translation of the Article in printed and/or electronic form as a separate work and/or as part of the Journal, and/or scientific, educational periodicals or databases of the Licensee and/or other persons, at the discretion of the Licensee;

1.3.3. publication which for the first time makes the Article available to the public as part of the Journal, as well as a separate work;

1.3.4. distribution of the Article’s copies and/or translation or other alienation of its original or copies, including in printed and/or electronic form as a separate work and/or as part of the Journal, scientific, educational periodicals or databases of the Licensee and/or other persons, at the discretion of the Licensee, including through information and communication networks and the Internet;

1.3.5. processing of the Article’s presentation form and/or translation for editorial and publishing preparation, reviewing the Article, scientific, literary, and artistic and technical editing, processing and/or production of illustrative material, for reproduction, publication, distribution and inclusion in databases.

1.4. The Author gives preliminary consent to the Licensee for the Licensee to conclude sublicense agreements, the subject of which will be the granting of the right to use the Article within the limits of those rights and those methods of use provided for by this Agreement for the Licensee, including conclusion of agreements for the transfer of Article materials for editorial and publishing preparation; to review the Article; conducting of expertise to identify fraudulent borrowings; scientific, literary and artistic and technical editing; processing and/or production of illustrative material. The Licensee is responsible to the Author for the actions of the sublicensee.

2. TERMS OF REMUNERATION, DURATION AND TERRITORY OF USE

2.1. The Author confers the rights listed in Clause 1 of the Agreement free of charge; payment of remuneration to the Author is not provided for.

2.2. The validity period of the Agreement corresponds to the validity period of the author’s exclusive right, determined in accordance with Paragraph 1 of Article 1281 of the Civil Code of the Russian Federation.

2.3. The rights listed in Clause 1 of the Agreement are granted to the Licensee under the following conditions:

2.3.1. under the terms of an exclusive license, the duration of which begins from the date of signing the Agreement and is valid for the entire period of the exclusive rights of the Author, if the Article is accepted by the editor-in-chief (editorial board) of the Journal for publication. During the period of exclusive license validity, the Author has no right to transfer to third parties the rights to the Article granted to the Licensee in accordance with Clause 1 of the Agreement.

2.3.2. In case of refusal to publish, the exclusive license expires on the next day of written notification to the Author. The Licensee continues to use the rights to the Article under the terms of a non-exclusive license for the entire period of validity of the exclusive rights. The author may transfer the rights to the Article to any third parties at his own discretion.

2.4. The right to use the Article is granted to the Licensee throughout the world.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Licensee is obliged to:

3.1.1. begin using the work no later than ten working days after the decision of the editor-in-chief (editorial board) of the Journal to accept the Article for publication and, during editorial and publishing preparation, adhere to the work schedule on the issue established in accordance with the frequency of publication of the Journal;

3.1.2. neither make fundamental changes, abbreviations, and additions to the Article, nor provide the Article with illustrations, prefaces, afterwords, and comments without the consent of the Author;

3.1.3. ensure review of the Article, scientific, literary, and artistic and technical editing, production and/or processing of illustrative material provided by the Author or the Licensee in case of the Author’s consent for its inclusion in the Article, production of an electronic original layout, printing of the Article;

3.1.4. send a free electronic copy of the Article in PDF format to the email address specified by the Author in the Agreement.

3.2. The author is obliged to:

3.2.1. provide the original scientific article in Russian no later than the date of conclusion of the Agreement by uploading its electronic version to the official website of the Journal <https://www.jtransplantologiya.ru/jour/index>;

3.2.2. in the process of preparing the Article for publication, make corrections to the text of the Article for spelling, syntactic, stylistic, editorial and factual errors indicated by reviewers and accepted by the Editorial Board of the Journal, editors, proofreaders, and translators of the Licensee;

3.2.3. read the proof of the Article within the time limits provided by the Licensee.

3.3. The Licensee has the right to:

3.3.1. transfer the right to use the Article to other persons within the framework of sublicense agreements concluded by the Licensee, in the process of carrying out editorial and publishing activities, for its review, scientific, literary editing, production and/or processing of illustrative material, and other purposes related to the preparation, reproduction and distribution of the Journal;

3.3.2. after signing the contract, on the basis of the decision of the Editor-in-Chief (Editorial Board) refuse the Author to publish the Article in the Journal, if the requirements for scientific articles included in the Journal are not met during its creation, the Article does not correspond to its subject matter, violates the norms of scientific ethics, and the Author refuses to eliminate the facts of violations, causing harm to the business reputation of the Licensee through his actions.

3.4. The Author has the right:

3.4.1. to all property rights to the Article (except for the rights transferred to the Licensee in accordance with this Agreement), including rights to: the inventions, utility models, industrial designs confirmed by a patent, as well as processes and methods described in the Article;

3.4.2. to use printed or electronic preprints of the unpublished Article in the form and content accepted by the Licensee for publication in the Journal, indicating that this is a preprint of the Article, its title and electronic link to the Journal’s website, as well as the year, mark and owner of copyright protection indicated in the Journal;

3.4.3. to copy free of charge or transfer to colleagues a copy of the published Article in whole or in part for their personal or professional use, with reference to the copyright specified in the Journal and an electronic link to the Journal’s website;

3.4.4. to use portions of the text and individual figures and tables for his own teaching purposes or for inclusion in another work published (in print or electronic format) by a third party; or for presentation in electronic format on an internal computer network or on a public website of the Author(s) or his employer;

3.4.5. before the actual publication of the Article, refuse the previously made decision on its publication (the right to withdraw the Article) no later than 45 (forty-five) days before the publication of the issue including the Article.

4. WARRANTIES OF THE PARTIES

4.1. The author guarantees that:

4.1.1.1. he is the legal copyright holder of the Article;

4.1.1.2. he acquired the necessary rights to use other sources’ materials from the copyright owner and hereby transfers them to the Licensee within the framework of the provisions of Clause 1. Copies of permissions to grant rights to third parties are attached to this Agreement;

4.1.2. the Article is submitted for consideration only to this Journal; neither the Article nor translations of the Article into foreign languages have been published in other publications in its current or similar form;

4.1.3. the Article does not contain deliberately false or falsified statements, and the facts and data presented are verified and accurate;

4.1.4. the Article does not contain incorrect textual and illustrative borrowing, paraphrasing the work of another person (when the information is presented without attribution, expression of gratitude, reference to the source or use of quotation marks);

4.1.5. the Article does not contain obscene, defamatory, libelous information, does not violate the right to privacy, publicity, any intellectual property rights (including, without limitation, copyrights, patents, databases or trademarks), personal or other rights of any other person or entity or is not otherwise contrary to law;

4.1.6. the Article does not contain materials that are not subject to publication in the open press, in accordance with the current legislation of the Russian Federation; publication and distribution of the Article will not lead to the disclosure of confidential information, including commercial, state secrets or other types of restricted information;

4.1.7. at the time of entry into force of this Agreement, the Author is not aware of the rights of third parties that could be violated by granting the exclusive license to use the Article under the Agreement.

4.2. The Licensee guarantees compliance with the legitimate interests and personal non-property rights of the Author.

5. INFORMATION ACCESS MODE

5.1. In order to implement the Agreement, the Parties undertake to be guided by the following principles of access and use of information and data obtained during its execution:

5.1.1. to treat as confidential information of the other Party provided during the period of validity of the Agreement, with the exception of publicly available information;

5.1.2. not to allow third parties to have access to all or part of the information, unless such access is required for the Licensee to carry out the activities of preparing, publishing and distributing the Article;

5.1.3. not to publish or use such information under any pretext without the consent of the other Party.

5.2. The Parties must refrain from disclosing any confidential information they have received from other parties. This provision does not prevent the sharing of confidential information at the request of government authorities in accordance with current legislation.

5.3. The Parties are obliged to immediately notify each other of any circumstances relevant to the execution of the Agreement, including cases of protection of business reputation pending in the courts, as well as commissions for violation of ethics rules created and operating on the basis of Russian and foreign organizations and government bodies authorities, and directly related to compliance with the terms of the Agreement.

5.4. The rights to the methods, concepts and ideas developed and applied by the Author and reflected in the Article are not transferable to the Licensee’s employees, who, by virtue of their official duties and on the basis of the Agreement, are involved in its execution. Any use of these objects of legal relations is impossible for economic, personal and other purposes, unless the Author consents to their use or disposal in the manner established by the Agreement or the legislation of the Russian Federation.

5.5. The transfer of rights to the objects established by Clause 5.4 of the Agreement is carried out solely on the basis of the consent of the Author, expressed in writing and contained in a separate or additional agreement signed by the Parties.

5.6. The Party that violates the provisions of this section of the Agreement is subject to liability in accordance with the current legislation and the Agreement. In this case, losses subject to compensation are determined based on the damage caused to the Author’s business reputation and the amount of income that the Author could receive in the process of using the objects of legal relations listed in the provisions of this section of the Agreement.

5.7. Compensation for damage caused to the business reputation of the relevant Party, as well as moral damage caused to the creators of the objects of legal relations listed in this section of the Agreement, is carried out in the manner and to the extent established by the legislation of the Russian Federation, and the provisions of contracts and agreements concluded by the Parties and providing for liability for harm and compensation for losses.

6. CONDITIONS OF AGREEMENT

6.1. The Agreement is a contract of adhesion, its terms are determined by the Licensee, and it can be signed by the Author only by acceding to this Agreement as a whole.

6.2. Mandatory parts of the Agreement are the following: Application for submission of the Article to the journal "Transplantologiya. The Russian Journal of Transplantation" (Appendix 1), and referral documents from affiliated institutions of the Author of the Article.

6.3. By signing the agreement, the Author consents to the processing and storage of personal data by the Licensee in accordance with Federal Law No. 152-FZ of July 27, 2006 “On Personal Data” during the period from the conclusion of this Agreement until the termination of the obligations of the Parties under this Agreement.

6.3.1. The Author agrees to the Licensee’s processing of the following personal data of the Author: last name, first name, patronymic (the latter – if available); date and place of birth; information about citizenship, details of identity documents; addresses of the place of registration and actual place of residence; E-mail address; contact phone number; places of work; academic degree and status; Open Researcher and Contributor ID (ORCID).

6.3.2. The Licensee has the right to process the specified personal data for the purpose of fulfilling this Agreement, including providing information and reference services to the Author. Personal data processing refers to actions (operations) with personal data, including collection, creation, recording, accumulation, clarification (updating, changing, adding), extraction, copying, use, transfer, distribution, provision of access, placement, systematization, archiving, storage, depersonalization, blocking, deletion and destruction.

6.3.3. The actions provided for in Clause 6.3.2 of this Agreement are carried out in various ways, including through non-automated, exclusive automated, mixed personal data processing and may involve the use of the Licensee’s official websites on the Internet, other private, state and municipal information resources, services, as well as those listed in the table of Clause 6.3.3 of this Agreement.

Information resources and services through which the Licensee will carry out mixed and automated personal data processing are as follows:

*Table*. List of information resources and services used for personal data processing

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| --- | --- |
| **Information resource/service** | **Actions with personal data** |
| RSCI (https://www.elibrary.ru)  CyberLeninka (https://www.cyberleninka.ru)  RSL (https://www.rsl.ru)  CrossRef (https://www.crossref.org)  DOAJ (https://www.doaj.org)  Scopus (https://www.scopus.com/)  and others listed on the website of the journal "Transplantologiya. The Russian Journal of Transplantation" (https://www.jtransplantologiya.ru/jour/index) | collection, creation, recording, accumulation, clarification (updating, changing, adding), extraction, copying, use, transfer, distribution, provision, providing access, placement, systematization, archiving, storage, depersonalization, blocking, deletion and destruction.  In accordance with the Federal Law of August 23, 1996 No. 127-FZ “On Science and State Scientific and Technical Policy” and in order to ensure freedom of access to scientific and scientific-technical information, cross-border data transfer is carried out in international abstract databases and citation systems. |

6.3.4. The Licensee must not disclose to third parties or distribute the Author’s personal data without his consent, with the exception of those data that are used for the purpose of individualizing the Author when publishing the Article, unless otherwise provided for by the Federal Law of July 27, 2006 No. 152-FZ “On Personal Data”.

6.3.5. The Author has the right to withdraw consent to personal data processing by sending the Licensee a corresponding notification in cases provided for by the legislation of the Russian Federation.

7. DISPUTE RESOLUTION

7.1. All disputes and disagreements that may arise during the execution of this Agreement will be resolved in accordance with the current legislation of the Russian Federation.

7.2. Before one Party files a claim, it is obligatory to present a claim to the other Party. The response to the claim must be sent within 10 (ten) business days.

8. EARLY TERMINATION OF THE AGREEMENT

8.1. The contract is terminated early in the following cases:

8.1.1. the Author’s decision to withdraw the Article by virtue of Clause 3.4.5 of the Agreement;

8.1.2. violation by the Author of Clause 3.2 of the Agreement;

8.1.3. refusal to the Author to publish the Article based on the decision of the Editor-in-Chief (Editorial Board) due to the circumstances set out in Clause 3.3.2 of the Agreement;

8.1.4. termination of the Agreement by mutual agreement of the Parties, and in the case provided for by the legislation of the Russian Federation, at the request of one of the Parties.

9. OTHER CONDITIONS

9.1. The Parties are subject to liability for improper fulfillment of the terms of the Agreement on the basis of current legislation regulating among other things the procedure for protecting rights to the results of intellectual activity and information protection.

9.2. The parties are responsible for the accuracy and completeness of the information contained in the Agreement and undertake to promptly notify each other of changes in information and data that may affect the fulfillment of their obligations. Properly executed additions and changes are an integral part of the Agreement.

9.3. The Agreement is drawn up in two copies having equal legal force, one for each of the Parties.

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| **Author:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Full name)  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Passport (other identity document): series \_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  issued by whom and when \_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  tel.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_/  (Signature) | **Licensee:**  **Interregional Public Organization**  "**Association of Transplantologists** "  Legal address: 9 Bldg. 3 1st Koptelsky Lane, Moscow 129010 Russia  Actual address: 3 Bldg. 1 Bolshaya Sukharevskaya Sq., Moscow 129090 Russia  OGRN 1087799010980  INN 7702371016 KPP 770201001  tel.: +7(495)621-01-83  email: [ed@jtransplantologiya.ru](mailto:ed@jtransplantologiya.ru)  Executive Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Kabanova S.A./  (Signature) |

10. ADDRESSES AND DETAILS OF THE PARTIES