

LISENCE AGREEMENT N _____
GRANTING A RIGHT TO USE A SCIENTIFIC ARTICLE IN PERIODICAL
“St. Petersburg Polytechnic University Journal of Engineering Science and Technology”

ST. PETERSBURG

“ _____ ” _____ 2019

Peter the Great St. Petersburg Polytechnic University (SPbPU), hereinafter referred to as the “Publisher”, for and on behalf of Sergeev Vitaly Vladimirovich, Vice-Rector for Research, acting by virtue of the Power of Attorney N юр-633/18-д issued on 26.12.2018 on the one hand, and _____, hereinafter referred to as “the Author” on the other hand, have concluded the present Agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1 The Author grants the Publisher rights to use an electronic version of his scientific article, annotations and key words including (the “Article” hereinafter referred to as the “Work”) within the provisions of the present Agreement.

1.2 The main aim of the present Agreement is to provide the Author of the periodical with opportunities to increase his citation frequency index and ensure legitimate exploitation by the Publisher of the information provided by the Author within the provisions of the present Agreement.

2. GENERAL PROVISIONS

2.1. The Author grants the Publisher rights to use a scientific article with the title

(the final version of the title), written in Russian (English) also the annotation and key words including, written in English and Russian (underline as appropriate) in the pre-reviewed periodical **“St. Petersburg Polytechnic University Journal of Engineering Science and Technology”**.

2.2. The Author gives information about the author (himself) to the Publisher for further publication in Russian or English in the pre-reviewed periodical **“St. Petersburg Polytechnic University Journal of Engineering Science and Technology”**. The information about the Author contains personal details: family name, name, patronymic name, place of employment, position, academic status, contact telephone numbers and e-mail address.

2.3. Meaning of the term “use of the Work” in the conformity with the current Legislation of the Russian Federation is as follows:

- Reproduction of the article or parts thereof in Russian or English irrespective of the medium, including in paper or electronic form, as a separate work or as a part of a journal (journals), or database (databases) of the Publisher or of the third parties at Publisher’s (Establisher’s) discretion.
- Distribution of the article or parts thereof in any medium in Russian or English worldwide at the discretion of the Publisher (the Establisher of the journal).
- Bringing the article or particular parts thereof into a public domain in such a way that any person has access to the article wherever he may be at whatever time at his convenience (also via the Internet).

2.4. The Author guarantees that he is the legitimate holder of the intellectual rights both (inclusive or non-inclusive) to the Work, which is the subject of the present Agreement.

2.5. The provisions of the present Agreement refer to the Work provided by the Author in electronic format for further publishing in the pre-reviewed periodical, after the article has been edited and prepared for publication.

2.6. In order to increase the citation frequency index of the authors, co-operating with the scientific periodicals, the Author hereby grants the Publisher the rights to use the Work as material for fulfilling requests within the framework of interlibrary co-operation (ILC), document delivery (DD) and electronic document delivery (EDD) on condition that the request comes from non-commercial organization, or from library belonging to non-commercial organization.

2.7. In order to protect, maintain and to administer access and accurate reproduction of the electronic version of the Work, the Author grants the Publisher the right to make a facsimile version or copy with the help of whatever technical means in full or in part including storage or reproduction of the above mentioned copies in electronic (including digital), optical or any other machine-readable format.

2.8. The Author grants the Publisher through out the period of the present Agreement the right to include the Work in full or in part in collections of the following: the Russian Scientific Citation Frequency Index (RSCFI); the Electronic Library of SPbSPU: Electronic Resources of SPbPU Fundamental Library (SPbPU FL).

2.9. As long as the Work is added to the Electronic Resources of the Fundamental Library (SPbPU FL), the rules of electronic deposit for Works in electronic format and the period of their retention are governed by Electronic Resources Management Regulation of SPbPU Fundamental Library, RSCFI and are not bound by the time limits of the present Agreement and the permissible access level of the Work.

2.10. For Works not included into Electronic Resources Collection of SPbPU Fundamental Library, the lifetime for electronic version thereof is determined by the Publisher and does not depend on the time limits of the present Agreement.

3. CONDITIONS OF PUBLICATION

3.1. A scientific article is considered submitted if it is submitted and formatted in full accordance with the requirements for publication in the mentioned above periodical, which are laid out on SPbPU official web site.

3.2. A scientific article is considered submitted in the appropriate form, if the Publisher does not present the Author with the requirements for completion and formatting the article within 10 days after the work have been submitted.

3.3. The Publisher shall consider the article submitted in the appropriate form and inform the Author of acceptance of the article for publication, or rejection thereof, or of the need to do some corrections, showing the grounds for these requirements.

3.4. After the article has been corrected the Publisher shall consider a new version thereof and inform the Author of acceptance of the article for publication. The Author is allowed to correct his article two times.

3.5. The Author shall submit the scientific article for publication in the following issue of **"St. Petersburg Polytechnic University Journal of Engineering Science and Technology"** 45 days before its publishing.

3.6. The Author shall pay for editing correction and publishing services by cashless settlement as per the tariffs charged by the Publishing House. The payment shall be effected after the Author has received a notice from the Publisher that the scientific article is accepted for publication.

3.7. The Publisher shall start preparing a scientific article for publication within 3 days after a documentary proof of payment has been received from the private person and within 10 days - from the legal entity.

3.8. A scientific article shall be published in the Author's version. The Author (co-authors) of the scientific article, scientific consultants, scientific supervisors, reviewers, advisers are in charge of quality, scientific certainty and style adequacy of the scientific article.

3.9. The publisher has a right to cancel the present Agreement or suspend his contractual obligations under the present Agreement, if:

- a) The Editorial Board has rejected the scientific article;
- b) The Author submits the scientific article later than it is required;
- c) The Author refuses to revise or make corrections to the scientific article. If the Author submits the article after the deadline, this fact is considered as his refusal to revise the article.
- d) Scientific article contains top secret information;
- e) The Author has not effected payment for editing correction and publishing services in due time;
- f) Acts of the Elements

3.10. The Publisher shall provide the Author with a free copy of the issue, where his scientific article has been published.

3.11. The Author (co-Authors) grants the Publisher a right to use the electronic version of the scientific article and his (their) personal data free of charge.

4. TERMS AND AGREED TERRITORY

4.1. The Author grants the Publisher a right to use his Work within 5 2019s with the possibility to extend this term, and without limitation of the territory.

4.2. The present Agreement comes into force as soon as the parties have signed it.

4.3 The validity of the present Agreement extends automatically once a 2019, if none of the parties intends to cancel or alter its provisions 60 days before expiration of the present Agreement.

4.4. The Agreement can be cancelled at any time by either party upon giving 60 days' notice to the other party of his desire to withdraw.

4.5. Bibliographic record of the Work is intellectual property of the Publisher and shall be used at his discretion without limitation of the territory or terms.

5. OBLIGATIONS OF THE PARTIES

5.1. The Publisher shall:

- At any time give the Author an opportunity to be aware of the procedure for exploitation of his Work.

- In the course of exploitation of the Work take all measures to secure safety of all non-material rights of the Author. The Publisher shall not make alterations or insert amendments into the contents of the Work without Author's written consent, including the title of the Work, illustrations, annotations, explanations, epilogues, save clauses stipulated on the present Agreement.

5.2. The Publisher has the right to:

- Require all necessary information concerning the Work from the Author.
- Transfer (convert, modify to whatever machine-readable format) any legally published Work (or its electronic version), which is in full or in part included in the Collection of the State Educational Institution "SPbPU "Electronic Library, and corresponds to the format for topic collections and databases used by SPbPU Fundamental Library.

5.3. The Author shall:

- Immediately notify the Publisher of the transfer of his exclusive rights to the Work, including its electronic versions, to the third parties in order to avoid submitting claims that may arise out of or in connection with the present Agreement.

- To provide the Publisher on his demand with all necessary documents to prove not in-house status of the Work.

- In order to provide full and certain bibliometric and scientometric research connected with Author's citation frequency index and periodical's "St. Petersburg Polytechnic University Journal of Engineering Science and Technology" impact-factor determination (authenticity of the authoritative record in the name list of the individual Author), the Author shall inform the Editorial Board of publications realized under nickname or other derivatives of his name.

5.4. The Author has the right to check the procedure and the terms of his Work exploitation at any time.

6. SETTLEMENT OF DISPUTES AND LIABILITY OF THE PARTIES

6.1. If the parties to the Agreement infringe or do not perform properly their obligations under the present Agreement they bear legal liability in full accordance with the current Legislation of the Russian Federation.

6.2. The Author is responsible for providing the Publisher with reliable information on exclusive copyright holders. If actual copyright holders put forward claims against the Publisher, the Author bears legal liability in full accordance with the Civil and Penal Codes of the Russian Federation.

6.3. The Publisher is responsible for copyright observation in full accordance with rules and regulations of the current Legislation of the Russian Federation.

6.4. All disputes and differences, which may arise out of or in connection with the present Agreement, will be settled as far as possible by means of negotiations between the parties. If the parties do not come to an amicable settlement, the matter is to be submitted for settlement to the Court, with its seat at the Publisher's whereabouts.

7. FINAL POINTS

7.1. Appendixes to the present Agreement are its integral part and shall be issued in the written form. Amendments to the present Agreement are inadmissible and considered null and void.

7.2. Facsimile signature of the Publisher has the same power as his authentic signature under provisions of the present Agreement.

7.3. On other counts that are not under provisions of the present Agreement, the parties are governed by the current Legislation of the Russian Federation.

7.4. The present agreement has been issued in duplicate for each Author (co-Author). Both copies have the same legal power.

8. LEGAL ADDRESSES AND REFERENCES OF THE PARTIES

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Person to keep in touch with:

Tel./fax _____

ИНН – Individual Tax Payer's Number
КПП – Reason Registration Code
УФК – Federal Treasure Branch
Северо-Западный ГУ Банка России – North-
West Branch of Bank of Russia
ОКПО – State Registry of Enterprises and
Organizations

The Author:

Date of birth: _____

Tel.: _____

9. SIGNATURES

For and on behalf of the Publisher:

V.V. Sergeev

(Signature)

Locus sigilli

For and on behalf of the Author:

(Signature) (Signature explication)