LICENSE AGREEMENT

on the use of a scientific work

city of Kazan «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

State Institution "Shigabutdin Mardzhani Institute of History under Tatarstan Academy of Sciences" hereinafter referred to as "Licensee", represented by deputy director Minnullin Ilnur Rafaelevich acting on the basis of power of attorney No. 1 dated 07/02/2023, on the one hand, and Last name, first name, passport No. 00 00 000000, …, 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") as follows:

1. SUBJECT OF THE AGREEMENT

1.1. Hereunder, on a non-refundable basis the Licensor grants the Licensee on the basis of a non-exclusive license the right to use the article "Article title" in volume of 1 (One) author's sheet, hereinafter referred to as the "Work", by publication in the scientific journal "Historical ethnology", 2016, No. 1, as well as other rights specified in subparagraphs 2.1.1.-2.1.8. of the Agreement, in the limits stipulated by the Agreement and for a period specified by the Agreement.

1.2. The Work specified in paragraph 1.1. must meet the following requirements:

* the studies reported in the Work must be conducted in accordance with ethical rules and necessary legal standards;
* the research results must be presented clearly, honestly, without fabricating, falsifying, counterfeits or improper data manipulation;
* the methods of research must be outlined clearly and unambiguously, so that their conclusions were grounded;
* the submitted work must be original, not plagiarized and must not contain compilation fragments;
* the authorship of a scientific publication (if there are co-authors) must accurately reflect the personal contribution of each co-author to the work and its presentation in the publication;

1.3. The rights of use specified in subparagraphs 2.1.1.-2.1.8 and provided hereunder relate to the Work according to the details mentioned in e-mail sent by the Licensor to the Licensee specified in paragraph 4.2. hereof.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

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

2.1.1. the right to reproduce the Work or a part thereof in any form on all types of media in printed and electronic format (publication, promulgation, duplication, replication or other creation of new copies of the Work) without limiting the edition;

2.1.2. the right to distribute copies (for the purposes hereof the term copy is defined as the text of the Work on a tangible medium, or in the form of an electronic copy) of the Work or its parts in any way not inconsistent with the legislation of the Russian Federation;

2.1.3. the right to export and import copies of the Work or part thereof for distribution purposes;

2.1.4. the right to translate the entire Work or part thereof into any languages and distribute copies of the Work or its parts throughout the territory of the Russian Federation, as well as on the territory of any foreign countries, provided that the contents of the translation of the Work or part thereof are necessarily agreed with the Licensor;

2.1.5. the right to include the Work or a part of it into composite works (including collections, databases) and complex publications (including electronic libraries, encyclopedias, multimedia, audio, video and audio-visual works) in print and electronic form;

2.1.6. the right to make public the Work or a part thereof in any form (including the right to reproduce and distribute the Work in electronic form on the Internet and other electronic networks, the right to report the Work or a part thereof on air, cable, wires or other similar means, as well as in such a way that any person at any time can have access to it in an interactive mode);

2.1.7. the right to provide access to the Work in an interactive mode in digital networks including the Internet, local digital networks, cellular networks, through the gratuitous display of the Work for the purpose of advertising with a mandatory restriction on the number of accesses or for a period of time;

2.1.8. the right to use metadata (title, author/co-authors (copyright holder), annotation, bibliographic materials, etc.) of the Work through distribution and dissemination to the public, processing and systematization, as well as inclusion in various databases and information systems.

2.2. The Licensee has the right to issue a sublicense to a third party granting full or partial rights to use the Work provided to the Licensee hereunder without obtaining the consent of the Licensor and without remuneration.

Third parties to whom the Licensee has granted sublicense shall bear sole responsibility to the Licensor.

2.3. The licensor grants rights to the Licensee hereunder on the basis of a simple (nonexclusive) license.

2.4. The Licensor shall not to interfere with the Licensee in the exercise of the rights granted herein and to refrain from any actions capable of hindering Licensee's exercise of the rights granted to him hereunder.

2.5. The Licensee does not provide the Licensor with reports on use of the Work on the terms of this Agreement.

2.6. The Licensee shall comply with the personal non-property rights of the author of the Work, the Licensor's rights when using the Work in the limits established by this Agreement.

2.7. The licensor shall provide the Licensee with an electronic version of the work within three working days to an e-mail address for review. Within 30 (thirty) working days, if the Licensee does not declare his refusal to use the Work in written form, the Parties shall sign the Acceptance Statement.

2.8. The date of signing the Work Acceptance Statement is the moment when the Licensee grants the rights specified in subparagraphs 2.1.1.-2.1.8. hereof.

2.9. The use of the Work by the Licensee in the ways indicated in subparagraphs 2.1.1.-2.1.8. hereof is allowed on the territory of the Russian Federation and any foreign countries (whole world).

2.10. The Licensor guarantees that he is the sole possessor of the exclusive right to the Work (Copyright holder) and that he owns all the rights that he grants to the Licensee under this Agreement, and that the use of the Work in the manner provided for in subparagraphs 2.1.1.-2.1.8. hereof does not violate copyright or other rights of third parties.

The Licensee is not obliged to check the Work for compliance with the requirements of the law on copyright and related rights.

2.11. The Licensor guarantees that the Work was not been published before the moment of granting the rights to the Licensee, nor is it pending in editions and/or other media that are thematically similar to the editions and information products of the Licensee.

2.12. If a violation of the copyright or other rights of third parties by the Work is detected during the term of the Agreement, the Licensee may terminate the Agreement unilaterally. The Licensor shall reimburse the Licensee for all losses incurred, including lost profits, as well as resolve all property claims by third parties on its own.

2.13. The Licensee has the right to reject the work due to its unfitness to use for reasons related to the quality of the Work itself and (or) because of violation of the requirements specified in the Agreement by the Licensor.

3. TERM OF THE AGREEMENT

3.1. A non-exclusive license to use the Work in the ways provided in subparagraphs 2.1.1.-2.1.8. hereof shall be issued by the Licensor to the Licensee for five (5) years.

3.2. This Agreement shall enter into force from the moment of its signing and is valid until the end of the period for which a non-exclusive license for the Work was granted in accordance with paragraph 3.1. hereof.

3.3. The Agreement is terminated in the following cases:

- signing of a contract on termination of this Agreement by mutual consent of the Parties;

- discrepancy of the Work with requirements specified in subparagraphs 1.2., 2.10., 2.11. hereof;

- a written refusal of the Licensee to use the Work.

3.4. Each of the Parties has the right to unilaterally withdraw from the Agreement in case of grave or systematic violation obligations by the other Party.

3.5. A non-exclusive license issued by the Licensor to the Licensee under this Agreement shall be prolonged for five (5) years if none of the Parties declares the termination of this Agreement and the disagreement with the renewal of a non-exclusive license for a new term in written form for 30 (thirty) days before the expiration of the license term.

4. PROCEDURE FOR CONCLUDING THE AGREEMENT

4.1. This Agreement is concluded by exchanging documents using e-mail.

4.2. Messages shall be sent to the following e-mail addresses:

to the Licensee by e-mail: his.ethnology@gmail.com

to the Licensor by e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.3. The Parties acknowledge correspondence from e-mails specified in paragraph 4.2. as a condition for the recognition of electronic address as a simple electronic signature.

4.4. All notifications and messages sent by the Parties to each other with the above e-mail addresses are recognized by the parties as official correspondence in the framework of this Agreement.

4.5. The Parties shall maintain the confidentiality of their electronic signature. The Parties shall not give the password or e-mail access to third parties.

4.6. The documents to be transferred must be signed by the parties and sealed (if any).

4.7. Subject to these conditions, the files transferred by e-mail containing the scanned pages of this Agreement, the Acceptance Certificate and other documents hereof shall have the legal effect of the original.

4.8. If necessary, the Parties may exchange the originals of the documents in person or by postal service.

4.9. The date of transfer of the corresponding message is considered to be the day of sending the e-mail message.

4.10. The responsibility for receiving notifications and messages in the above method lies on the receiving Party. The Party sending the message is not responsible for the delay of message delivery, if it is the result of a malfunction of the communication systems, provider's actions/inactivity or other force majeure circumstances.

5. FINAL PROVISIONS

5.1. By signing this Agreement, the Licensor grants the Licensee the right to process (collect, systematize, accumulate, store, update, modify, use, depersonalize, block, destroy) his personal data including: surname, first name, patronymic, date and place of birth, passport data, information on education, information on employment, indicating the name of the organization and the position (including part-time positions), information on participation (membership) in the management bodies of other legal entities, curriculum vitae, photo, contact information, VAT identification number, Insurance Number of Individual Ledger Account (SNILS) and other information related to personal data provided to the Licensee for the purpose of this Agreement fulfillment. This consent is valid from the date of this Agreement signing until the day of its withdrawal in written form.

5.2. Any changes and amendments to this Agreement shall enter into force only if they are made in written form and signed by both Parties to this Agreement.

5.3. The applicable material and procedural law under this Agreement is the law of the Russian Federation.

5.4. The Parties are liable in accordance with the current legislation of the Russian Federation for failure to perform or improper performance of their obligations under the Agreement.

5.5. All disputes and disagreements will be resolved by the Parties on the basis of the current legislation of the Russian Federation.

5.6. The place of this Agreement fulfillment is the location of the Licensee. In case of disputes, jurisdiction is determined by the legal address of the Licensee.

5.7. This Agreement is made in two copies, each having an equal legal force, one for each of the Parties.

5.8. The Russian version of this Agreement prevails. Any divergence between the Russian and the foreign version is interpreted by the parties in favor of the Russian version of the presentation.

6. ADDRESSES, REQUISITES AND SIGNATURES OF THE PARTIES

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| --- | --- |
| Licensee: | Licensor: |
| State Institution "Shigabutdin Marjani Institute of History of the Tatarstan Academy of Sciences"  VAT identification number/KPP 1654028479/165501001  All-Russian classifier of enterprises and organizations (OKPO) 44966784  Legal address 420111, Tatarstan Republic, Baturin str., 7A  Mailing address: 420111, city of Kazan, Baturin str., 7A, post-office box 523.  Phone: (843) 292-84-82(843) 292-84-82  Checking account 40601810192053000001 in Division — National Bank of the Republic of Tatarstan, city of Kazan  BIC 049205001  e-mail: history@tataroved.ru  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Minnullin I.R./  Seal | Last name, first name  Passport data: 00 00 000000, issued by …  Place of residence:  Place of work, position, academic degree:  Phone:  e-mail:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Last name, first name/ |

Сertificate of Аcceptance

to the License Agreement on the use of a scientific work

of "\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

city of Kazan "\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

We, the undersigned, State Institution "Shigabutdin Mardzhani Institute of History under Tatarstan Academy of Sciences" hereinafter referred to as "Licensee", represented by deputy director Minnullin Ilnur Rafaelevich acting on the basis of power of attorney No. 1 dated 07/02/2023, on the one hand, and Last name, first name, passport No. 00 00 000000, …, hereinafter referred to as the "Licensor", on the other hand, have drew up this Сertificate:

1. In accordance with paragraph 1.3 of the License Agreement on the use of a scientific work of "\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_. (hereinafter referred to as the Agreement) the article "Article title" in volume of 1 (One) author's sheet, (hereinafter referred to as Work) is sent by the Licensor to the e-mail of the Licensee and received the latter.
2. This Certificate is drew up in 2 copies, one of which is kept by the Licensor, and the other by the Licensee.

Licensee Licensor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/Minnullin I.R./ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ Last name, first name/

Seal