**License Agreement no. \_\_\_\_**

**To Use an Article in a Russian-Language Scientific Journal**

**Founded (Cofounded) by the Russian Academy of Sciences**

Moscow \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, 201

(Full Name)

hereinafter referred to as the **Author[[1]](#footnote-1),** on the one hand, and the Federal State Budgetary Institution the Russian Academy of Sciences, represented by the Editor-in-Chief (or the designated substitute) **Makarov Alexandr Alexandrovich** (Full Name)

of the scientific journal ***Molecular Biology****,* acting under the letter of attorney № 2-10106-1615/663 of 10.06.2020, hereinafter referred to as the **Licensee,** on the other hand, hereinafter collectively referred to as the Parties, concluded this Agreement (hereinafter, the Agreement) on the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The Author shall grant the Licensee, within the bounds stipulated herein, the right to use the Author's scientific article in the Russian language previously not made public "***The Name of the Scientific Article***" (hereinafter, the **Article**) in the scientific journal ***Molecular Biology*** (hereinafter, the **Journal**).

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1.6. The Author who has given the work under the Agreement for the usage under cl. 2 of art. 1268 of the Civil Code of the Russian Federation shall be considered to have agreed to the publication of this work.

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- under article 1287 of the Civil Code of the Russian Federation, to begin using the work within a period usual for this type of works and their application, calculated after the editor-in-chief (editorial board) of the Journal has decided to accept the Article for publication. The time of using the Article through its reproduction is determined according to the periodicity of issuing the Journal. The Journal's periodicity is given in the imprint of each issue of the Journal;

- not to introduce without the Author's written consent changes, abridgments, and additions to the Article, including its title and the designation of the Author's name, as well as not to provide the Article with illustrations, forewords, afterwords, commentaries, and any explanations without the Author's consent;

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2.2. The Author undertakes:

- to submit the original of the scientific article in the Russian language on a tangible medium (electronic medium, by e-mail) no later than the date of entering into this Agreement;

- during the preparation of the Article for publication, to remove orthographic, syntactic, stylistic, editorial, and factual errors from the text of the Article, identified by the Licensee's editor and proofreader, identified by the reviewers and accepted by the Journal's editorial board. The Author may disregard remarks that distort the meaning of the Article and the intention of the Author;

- to read the galley of the Article in the time set according to the periodicity of the Journal's publication. The periodicity of the Journal is given in the imprint of each issue of the Journal;

- to introduce into the Article's galley changes associated with the need to correct errors made in the original of the Article and/or introduce factual and momentary corrections.

2.3. The Author shall have the right, before the actual publishing of the Article, to forgo the previously made decision to publish it (the right to retract the Article) and compensate for all losses borne by the Licensee.

3. GUARANTEES OF THE PARTIES

3.1. The Author guarantees that:

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* by the time this Agreement has entered into force, the Author is not aware of the rights of third parties that might be violated by granting an exclusive license for the use of the Article under the Agreement;
* by the time of entering into the Agreement, the exclusive right for the Article is not pledged and not granted under license agreements to other persons;
* by the time of entering into the Agreement, the Author's rights for the Article are not litigated.

3.2. The Licensee guarantees the compliance with the legal interests and personal nonproperty rights of the Author.

* 1. The Author guarantees that the Article does not contain materials not liable for publication in open press in line with the current legislation of the Russian Federation and the publication and dissemination of the Article will not lead to the disclosure of secret (confidential) information, including commercial or state secrets.
  2. The Author guarantees that the Article contains all references to cited authors and sources of publication of borrowed content as stipulated by current legislation.

1. SETTLEMENT OF DISPUTES

4.1. All disputes and disagreements that may arise during the execution of this Agreement shall be settled under the current legislation of the Russian Federation.

4.2. Before the institution of legal proceedings, each Party shall lodge a claim to the other Party. The answer to the claim shall be sent within 10 (ten) business days.

1. EARLY TERMINATION OF THE AGREEMENT

5.1. The Agreement shall terminate before the expiry date in case:

5.1.1 The Author decides to retract the Article under cl. 2.3 hereof.

5.1.2 Of mutual rescission and, in the case stipulated by the legislation of the Russian Federation, as requested by either Party.

1. MISCELLANEOUS

6.1. In failure to perform or improper performance of their obligations under the Agreement, the Parties shall bear responsibility under the current legislation of the Russian Federation.

6.2. All amendments and supplements to the Agreement are finalized in writing and signed by the Parties. The duly finalized supplements and amendments are integral parts of the Agreement.

6.3. In all other matters not covered by this Agreement, the Parties shall be governed by the current legislation of the Russian Federation.

6.4. The Agreement is compiled in two copies of equal legal force, one for each Party.

ADDRESSES AND DETAILS OF THE PARTIES

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| Author: | Licensee: |
| Full Name, Official Position, e-mail address | Editor-in-Chief of “Molecular Biology”  Alexandr A. Makarov |
| \_\_\_\_\_\_\_\_\_\_\_\_ / / | \_\_\_\_\_\_\_\_\_\_\_\_ / / |

1. Acting on behalf of a group of authors, it is necessary to have the letters of attorney from all the authors. Otherwise, the Agreement shall designate all the authors, and all the authors shall sign the Agreement. The letter of attorney shall be finalized as an agreement under cl. 3 of art. 1219 of the Civil Code. [↑](#footnote-ref-1)