**License agreement
for the right of scientific work
in the journal “Herald of civil procedure”**

Kazan city                                                                              “\_\_\_\_” \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ г.

Editor-in-chief of the scientific journal “Herald of civil procedure” Valeev Damir Khamitovich, hereinafter referred to as “Editor-in-chief”, acting on behalf of the Publisher of the journal, hereinafter referred to as “Publisher”, and Author (Co-authors), as the other party, having accepted conditions of the present contract by sending an article copy to the Editor-in-chief via e-mail, entered into the present contract on the following:

**1. Subject matter of the contract:**

      1.1. Author provides to Publisher and Editor-in-Chief on a non-reimbursable basis on the term of duration of copyright established by the current legislation of RF an exclusive license for use of the created by an Author (Co-authors) scientific work (hereinafter - Article), within the limits set by the present Contract, not reserving to an Author (Co-authors) a right of issuing analogous licenses on this Article to other parties. Author (Co-authors) having provided a copy of an article for the use is considered to give his consent on disclosure of the work upon sec. 2 art. 1268 of Civil Code of Russian Federation.

       1.2. Transferred rights under this Contract include:

* translation of an Article from the original language to Russian language - in case of providing an article by an Author in foreign language (hereinafter “Translation of an Article”;
* reproduction of an Article/Translation of an article or its part in any material form, including on paper of electronic carrier as a separate work, as a part of a Journal(s) and/or in the databases of a Publisher and/or other persons at the discretion of a Publisher;
* distribution of an Article/Translation of an article or its part in any carrier by sale or any form of alienation, as a separate work, as a part of a Journal(s) and/or databases of a Publisher or other persons at the discretion of a Publisher and/or Journal Founder;
* disclosure of an Article/Translation of an article or its part to the public with an possibility of any person to gain access to the Article from any place and at any time at his own choice (including Via Internet);
* public presentation of copies of an Article/Translation of an article or its part;
* processing, including translation of an Article (including to English language) and usage of processed (translated) article by the ways mentioned above;
* sublicensing (providing rights of use of the Article/Translation of an article or its parts, received under present Contract to the third parties).

          1.3. Territory where the rights mentioned in the sections 1.1. and 1.2 of the present Contract are enacted includes territory of all states where the copyright are protected by international treaties of Russian Federation or on other grounds.

          1.4. Parties agreed to extend the action of the present Contract on the previously created relations, beginning with the moment of providing an Article to the Journal.

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

          2.1. He/She (They) is an actual rightholder of exclusive rights on the Article; right granted to the Publisher and Editor-in-chief were not granted by the Author (Co-authors) before and will not to granted to the third parties in the future;

          2.2. An Article is an authentic work, was not send for a review and was not published before in other printed and/or electronic issues, except for the preprint of an Article of Author (Co-authors) on his/her own web-site, an Article is not a ordered work, or work-for-hire;

           2.3. An Article contains all prescribed by the current legislation footnotes to the cited authors and disclosure sources of the used materials, Author (Co-authors) received all necessary permissions for usaging in the Article those materials of which an Author (Co-authors) is not a rightholder;

            2.4. An Article doesn’t contain materials which should not be disclosed in open press according to the current legislation of RF;

            2.5. An Author (Co-authors) on his/her own bears liability for complying with copyright of other persons that emerge with the usage of an Article. An Author guarantees absence of disputes over copyright.

**3.  Rights and obligations of an Author (Co-authors):**

**3.1. An Author undertakes:**

             3.1.1. Not to publish an Article in other printed and/or electronic issues and not to distribute it without a consent of a Publisher and/or Editor-in-chief;

             3.1.2. To use an electronic copy of an Article, prepared by the Publisher and/or Editor-in-chief and provided to an Author only according to the provisions of the present Contract.

**3.2. An Author (Co-author) has a right:**

             3.2.1. To use printed or electronic preprints of an Article manuscript by placing as electronic files on the web-site of an Author (Co-authors) of an Article, but not for the systematic outer distribution to other people. At the same time an Author (Co-authors) should include to the preprint the following disclaimer: “It is a preprint of an Article, accepted for publication in (name of a Journal, (C), copyright (year), rightholder mentioned in the Journal)”.

            3.2.2. To photocopy or to hand free of charge to the colleagues a copy of a printed Article as a whole or as a part for their personal or professional use, for academic or scientific research or for informational purposes.

           3.2.3. To use separate materials from the published Article in the written book by the Author (Co-authors). To use materials of an Article into student books for use in classroom, to distribute free of charge materials of an Author (Co-authors) among students, to save materials as a part of an education course in electronic version on the local server for the access of students, and also to use for inner educational programs in employer’s office, but not for the systematic distribution or for free access.

             3.2.5. An Article, Translations of an Article (including any of its part of fragment) should contain mentions (footnotes) to the Journal, Author, name of an Article, volume, issue of a Journal and year of an issues stated in the Journal.

**4.  Publisher and editor-in-chief undertake:**

             4.1. On their own expense to conduct editorial revision of an Article, creation and/or processing of illustrations, creation of paper and electronic camera-ready copy, reproduction and distribution of an Article in paper and/or electronic version according to the provisions of the present Contract and schedule of Journal issuing. Time of Article usage beginning by its reproduction is defined according to the Journal periodicity. Journal periodicity is stated in the outputs of a Journal in each issue of a Journal. To provide an Author (Co-authors) with an author’s copy of a Journal.

             4.2. To guarantee comply with legal interest and personal non-property right of an Author.

             4.3. To provide for review of an Article/Translation of an article. Article content is evaluated according to the results of the review taking into account an Author’s opinion. Decision on publication of an Article is an exclusive prerogative of a Publisher and/or Editor-in-chief.

**5.  Publisher and Editor-in-chief have a right:**

            5.1. In any case of use of an Article (including any of its part or fragment) by an Author (Co-authors) (and/or other persons) to demand from the stated person a reference (footnote) to the Journal, Publisher, or another rightholder of a Journal, with mentioning of an Author (Co-authors) or other copyright holders, name of an Article, volume, issue of a Journal and publication year, stated in the Journal.

            5.2. To set rules (conditions) of accepting and publishing materials in the Journal.

            5.3. To use an Article at their discretion in any way within limits set by the present Contract.

**6. Other provisions of the Contract:**

            6.1. Under art. 1269 of Civil Code of RF an Author (Co-authors) have a right to refuse from previously made decision about disclosure (reproduction) of an Article (right of withdrawal) in case of compensation of inflicted material losses to the Publisher caused by such decision. If an Article is published, an Author (Co-authors) should also publicly announce of its withdrawal. At the same time an Author (Co-authors) have a right to remove from circulation previously published issued of an Article, Journal, having compensated to the Publisher and third parties (subscribers) inflicted money losses.

            6.2. In case of presentation of claims (pretensions, suits) to the Publisher by the third parties connected to the violation of exclusive copyright and/or intellectual property rights by using the Article by the Publisher and/or Editor-in-chief an Author undertakes:

* immediately after receiving a notification of a Publisher and/or Editor-in-chief to take measures for dispute settlement with third parties, if necessary to join the litigation on the side of the Publisher and/or Editor-in-chief and to take every step within his/her power to exclude Publisher and/or Editor-in-chief from the defendant party;
* to compensate to the Publisher and/or Editor-in-chief all damages and legal fees, paid by the Publisher and/or Editor-in-chief to the third party in connection to violation of copyright and other intellectual rights.

           6.3. According to art. 428 of Civil code of RF the Contract is a contract of adhesion, provisions of which are defined by Publisher and Editor-in-chief, and can be entered by an Author (Co-authors) in no other way but by adhesion to the contract as a whole.
           6.4. By entering a contract, an Author (Co-authors) gives a consent on processing and storage of personal data according to the Federal law №152-FZ of 27.07.2006 “On personal data”.

           6.5. In case of a decision of the Publisher/Editor-in-chief about non-publication of an Article or Translation of an Article in the Journal, obligations of the Parties under present Contract are deemed terminated since the moment of making a decision about non-publication.

           6.6. Everything else, directly not regulated by the present Contract, should be regulated according to the current legislation of Russian Federation, rules (conditions) of accepting and publishing of materials in the Journal (Regulations for authors) and other documents, regulating the work of the Journal.

**Journal Editor-in-chief:**           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_D. Kh. Valeev