

License Agreement No. _____
on assignment of non-exclusive rights to use a text

Nizhniy Novgorod

Date: _____, 20____
(to be filled in at the Editorial Board's office)

Federal State Budgetary Educational Establishment of Higher Education "Nizhniy Novgorod State Linguistics University named after N.A. Dobrolyubov" (LUNN), hereinafter referred to as "**Licensee**", represented by its Rector **Zhanna Viktorovna Nikonova**, acting pursuant to the LUNN Charter, on the one side, and Author

_____ hereinafter referred to as "**Licensor**", on the other side, have concluded this Agreement to the following effect:

1. Subject matter

1.1. The **Licensor** shall hereunder assign to the **Licensee non-exclusive rights** to use the Text he/she has written in the form of a research article entitled " _____

_____ ",
(title of the article)

as set forth in items 1.3—1.5, the said article being hereinafter referred to as the **Text**, to the extent and for the period stipulated hereby.

1.2. The **Licensor** shall guarantee that it he/she is an appropriate owner of author's and property rights to the Text submitted to the **Licensee** hereunder.

1.3. The **Licensor** shall hereby grant to the **Licensee** the right to publish the Text in the Journal "Nizhny Novgorod Linguistics University Bulletin" (hereinafter — "LUNN Bulletin") and to create a network softcopy of the Text based on the softcopy containing the whole Text, as submitted by the **Licensor**.

1.4. The **Licensor** shall hereby assign to the **Licensee** the right to reproduce the Text, included in the LUNN main library stock, in the form of a network softcopy, including the right to reproduce the Text and store copies thereof in computable form, as well as the right to conclude sublicense agreements.

1.5. The **Licensor** shall assign to the **Licensee** the non-exclusive right to use the Text by way of selling the Journal "LUNN Bulletin", as well as making the same available via subscription, posting the full-text issue of the Journal at the websites of LUNN and the Scientific Electronic Library (www.elibrary.ru), granting access to the network abstracts or full-text version of the Text.

1.6. All of the above rights shall be assigned by the **Licensor** to the **Licensee** for a period of three years with an extension option, without consideration and without territorial restrictions.

2. Text submission requirements

2.1. The parties hereby confirm that by the time this Agreement is signed the **Licensor** has submitted to the **Licensee** the Text softcopy subject to the following:

— the Text has been submitted in the form of a softcopy uploaded in the "Submit a Manuscript" section of the LUNN Bulletin's website;

— the Text has been formatted in compliance with the "Requirements to Publications" section of the LUNN Bulletin's website and contains the complete information for publication (including figures and tables in the body of the manuscript, information on the author(s), name of the affiliated institution, etc.);

— the Text has also been submitted in the form of a softcopy to be further made available to the reviewer(s), completely devoid of any information about its author(s) as well as of any other signs whereby the author(s) of the article could be identified;

— figures and other graphic images have been submitted in separate JPEG or TIFF files (at least 300 dpi);

— any other information and documents required by the Editorial Board have also been provided.

3. Rights and Obligations of the Parties

3.1. The **Licensee** shall be obliged:

— not to publish the Text in parts;

— not to introduce any amendments to the published Text without a written consent of the **Licensor**, including amendments to the title, figures, notes, comments, afterword, etc.;

— to enter information on the Text to the LUNN E-Library catalog and provide access thereto for the users subject hereto;

— to respect copyright, **Licensor's** rights and protect the same as well as to take all possible steps to prevent any third parties from copyright infringement;

3.2. The **Licensee** shall have the right:

— to reproduce the Text (by way of publication, publishing, duplication, replication or any other multiplication) without limiting the number of copies and with the **Licensor's** name mandatorily stated, including conversion of the Text into the format utilized by LUNN for thematic collections of electronic sources stock;

— to distribute the Text in any way, including by creating softcopies and posting the same in the integrated online

research space;

— to assign the rights gained hereunder to any third parties on contractual terms fully or partly, to be used solely for research or information purposes without any consideration paid to the **Licensor**;

— to demand and receive from the **Licensor** any required information about the Text.

3.3. The **Licensor** shall be obliged:

— to notify the **Licensee** forthwith of assigning any rights with respect to the Text, including any softcopies thereof, to any third parties.

3.4. The **Licensor** shall have the right:

— to verify the way and terms whereon the **Licensee** might use the Text.

4. Arbitration and Liabilities

4.1. The parties shall be liable under the applicable laws for failure to perform or improper performance of their respective obligations hereunder.

4.2. The **Licensor** shall be liable to the **Licensee** for the authenticity of information about the owner of exclusive copyright. Should any claims against the **Licensee** be filed by the actual owners of copyright, the **Licensor** shall be liable subject to the Civil Code and Penal Code of the Russian Federation.

4.3. The **Licensee** shall be liable for respecting the **Licensor's** copyright in compliance with the laws in force of the Russian Federation.

4.4. Any and all disputes pertinent hereto in any way whatsoever shall be settled by the parties in an amicable way, or, should they fail to reach an agreement, in a court located where the **Licensee** is based.

5. Final Provisions

5.1. This License Agreement shall be effective upon signing by the parties and shall be valid for three years.

5.2. Failing any proposals to terminate or amend this Agreement, made by any of the parties at least one month prior to expiration, validity of the present Agreement shall be tacitly extended for another three years.

5.3. This License Agreement may be terminated should any of the parties fail to perform its respective obligations hereunder, the other party being mandatorily notified thereof at least three months prior to such termination.

5.4. Any and all annexes hereto shall be an integral part hereof and shall be in writing. No corrections of the text of this Agreement shall be allowed or valid.

5.5. In anything beyond the scope of this Agreement the parties shall be guided by the laws in force.

5.6. This Agreement has been made in two identical and equally valid copies, one for each party.

6. Addresses and Bank Details of the Parties

LICENSOR (author/authors)

LICENSEE (LUNN)

Full name _____

Federal State Budgetary Educational Institution of Higher Education "Nizhny Novgorod State Linguistics University named after N.A. Dobrolyubov"
Address: Minin St., 31A, Nizhny Novgorod, Russia, 603155

Address: _____

Bank details (for USD payments):

Beneficiary's name: LUNN

Beneficiary's address: UL. MININA, D. 31A NIZHNIY NOVGOROD, RUSSIA

Phone _____ (office) _____ (home)

Beneficiary acc. No: 40503840829050000000

SWIFT: ALFARUMM

Passport/ID: series _____ No. _____

Beneficiary's bank: AO «ALFA-BANK»

Beneficiary's bank address: 27 Kalanchevskaya str., Moscow, 107078

Issued by _____

Additional information:

Correspondent bank of beneficiary's bank: CITIBANK NA

399 Park Avenue, New York, NY 10043, USA

S.W.I.F.T. CITIUS33

Acc. with corresp. bank No. 36310481

Date of issuance _____

Bank details (for EURO payments):

Beneficiary's name: LUNN

Beneficiary's address: UL. MININA, D. 31A NIZHNIY NOVGOROD, RUSSIA

E-mail: _____

Beneficiary acc. No: 40501978200010000002

SWIFT: GAZPRUMM001

Beneficiary's bank: GAZPROMBANK, BRANCH "PRIVOLZHSKIY"

Beneficiary's bank address: 65B Maxima Gorkogo str., Nizhniy Novgorod, 603000

Signature

Name

Rector _____ / Zhanna V. Nikonova

Signature

Name