**PUBLISHING LICENSE AGREEMENT # \_\_\_\_\_**

Samara 20\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(name, surname)*­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter referred to as the “Copyright Holder”, on the one hand, and Image Processing Systems Institute of RAS - Branch of the FSRC "Crystallography and Photonics" RAS hereinafter referred to as the “Publisher” represented by Kazanskiy Nikolai Lvovich, acting on behalf of the Publisher of the journal Computer Optics, on the other hand, both jointly referred to as the “Parties” have executed this Agreement as follows:

**1. Subject of the Agreement**

1.1. Copyright Holder grants the Publisher free of charge a non-exclusive license to use the scientific papers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, exclusive right on which belongs to the Copyright Holder (hereinafter referred to as “Work”), to publish the Work in printed and electronic versions of the Journal “Computer Optics” and the subsequent distribution, including in the Internet.

1.2. The non-exclusive license under this Agreement is granted for the entire duration of the exclusive right on the Work.

1.3. The rights under this Agreement transfer to the Publisher without restriction to the territory of use.

1.4. Circulation of the Work under this Agreement is not limited.

1.5. The Publisher is obliged to publish the Work in the printed version of the Journal no later than 12 months after executing this Agreement.

1.6. The Manuscript signed by the author is presented to the Publisher in electronic format in a text editor (in a different program)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.7. The Publisher shall not make any changes in the Work itself, or in its name, or in specification in the name of the Author without the consent of the Author, except in the case as provided by paragraph 3.1. of this Agreement.

**2. Warranties of the Parties**

2.1. Copyright Holder warrants that he/she owns the exclusive rights to the Work described in Section 1 of this Agreement and that he/she has the authority to execute this Agreement.

2.2. Copyright Holder warrants that the Work does not violate any copyright or other proprietary rights of the third parties.

2.3. Copyright Holder warrants that transferring rights of his/her Work and its further use by the Publisher in accordance with this Agreement does not lead to violation of the rights of the third parties.

2.4. Copyright Holder warrants that prior to the transfer of the rights to the Publisher under this Agreement exclusive rights (in whole or in part) mentioned in this Agreement were not transferred to the third parties.

2.5. Copyright Holder undertakes not to transfer any rights on the Work to the third parties for its publication in other editions, mass media, or Internet prior to Work’s publication in the Journal Computer Optics. Should the Copyright Holder decide to transfer any rights on the Work to the third party after the time of granting the non-exclusive rights to the Publisher under this Agreement and publication of the Work in the Journal the Copyright Holder undertakes to notify the Publisher no later than \_15\_ days before the date of the exclusive rights transfer.

**3. Extent and Ways of Use of the Work**

3.1. In accordance with this Agreement the Publisher is permitted to use the Work under the Publisher’s trade name, trademark and service mark, as well as to publish the Work in any form or by any mediums.

3.2. Copyright Holder grants the Publisher free of charge the following non-exclusive proprietary rights to use the Work (and all its parts) in English and other languages:

3.2.1. the right to reproduce (in whole or in part) the Work (duplicating, replicating or use alternative reproduction ways, i.e. repeatedly produce an objective form of Work, that allows its functional use);

3.2.2. the right to use the Work within computer hardware and software, including but not limited to, the viewing, or other types of work with the Work, adjusting the Work for the needs to work on specific computer hardware and software;

3.2.3. the right to distribute copies of the Work by any medium;

3.2.4. the right to adapt the Work with the aim of using it in interworking with computer programs and systems, in reproduction or publication in machine- readable format and the inclusion into the search engines;

3.2.5. the right without a written consent from the Author to supply the Work with illustrations, foreword, epilogue, commentary and explanations

when publishing it;

3.2.6. the right to publish the Work;

3.2.7. the right to communication of the Work to the public using the Internet;

3.2.8. the right to use the Work along with other works and include it in other works, periodicals and collected works (encyclopedias, anthologies, databases).

3.3. The publisher has the right to transfer the rights specified in p.3.2. of this Agreement to the third parties without the prior consent of the Copyright Holder.

**4. Liabilities of the Parties**

4.1. For non-fulfillment of the obligations under this Agreement the parties bear responsibility in accordance with current legislation of the Russian Federation.

4.2. Neither party shall be liable for total or partial failure to fulfill the obligations under this Agreement, if such failure was as a result of force majeure referred to in Art. 401 p.3 of the Russian Federation Civil Code. In this case, both parties should immediately inform each other about the occurrence of such circumstances. On termination of these circumstances, the parties must notify each other and proceed to fulfill the conditions of the Agreement.

4.3. In case any third party submits a claim to the Publisher regarding rights transfer and/or further use of the Work in accordance with the terms of this Agreement, as well as in case the Copyright Holder violates his/her obligations provided in the Section 2 of this Agreement, the Copyright Holder shall reimburse the Publisher all the suffered losses under the presented claims or breached warranties within \_15\_ days from the date of the Publisher notice.

**5. Procedure of the Rights Transfer**

5.1. The date of rights transfer shall be the date of the execution of this Agreement.

**6. Procedure for the Settlement of Disputes**

6.1. All disputes and controversies arising between the Parties on the performance of obligations under this Agreement will be settled by means of negotiations on the basis of the current legislation and business conduct.

6.2. In the event the Parties are unable to reach an agreement, the disputes shall be settled in court in the manner prescribed by the applicable legislation.

**7. Termination of the Agreement**

7.1. The Parties have the right to terminate this Agreement by mutual written agreement.

7.2. The Publisher has the right to terminate this Agreement unilaterally in case the Copyright Holder violates Section 2 of this Agreement.

7.3. The Copyright Holder has the right to terminate this Agreement unilaterally in case the Publisher violates item 1.4 of this Agreement.

**8. Additional Terms and Final Provisions**

8.1. Parties shall use the Russian Federation legislation as a guide in all issues not covered under this Agreement.

8.2. Any changes or supplements to this Agreement are valid if they were conducted in writing and are signed by the Parties or the duly authorized representatives of the Parties.

8.3. All notices and information shall be sent in writing and e-mail.

8.4. This Agreement is made in two copies; one copy has the Copyright Holder, and the second copy – the Publisher.

8.5. In the event of discrepancies between the English and Russian versions of this Agreement the Russian version has the priority.

**9. Signatures, Addresses and Details of the Parties**

COPYRIGHT HOLDER:

Individual Taxpayer Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Statement of Pension Certificate №\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport series\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issued by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of issue\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE PUBLISHER:

443001, Russia, Samara,

Molodogvardejskaya street 151

Individual Taxpayer Number 7736099104

KPP code 631543001

OKPO 02244730

OGRN 1037739548747

Tel.: +7 (846) 332-57-83

e-mail: [ipsi@smr.ru](mailto:ipsi@smr.ru)

SIGNATURES OF THE PARTIES

Copyright Holder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Publisher

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

N.L. Kazanskiy