

License Agreement N _____

Minsk

«___»_____ 201__ year

State Educational Establishment «University of Civil Protection of the Ministry for Emergency Situations of the Republic of Belarus», called thereafter “**Licensee**”, represented by the head Polevoda Ivan Ivanovich acting on the basis of the Regulations from one side and

thereafter called “**Licensor**”, from another party, thereafter called “**Party/Parties**”, concluded the present agreement called thereafter “**Agreement**” on the following.

1. Subject of the Agreement

1.1. According to the present Agreement the Licensee on the gratuitous basis grants to the Licensor the right on the usage of the article _____

(name, description of passing materials)

called thereafter “**Work**”, on the basis of nonexclusive license in the limits conditioned by the Agreement and for the term, defined by the Agreement.

1.2. The Licensor guarantees that he passes exclusive author's rights on the Work which is transferred to the Licensee.

2. Rights and duties of the Parties

2.1. The Licensor grants to the Licensee on the whole term of duration of exclusive rights on the Work the following rights:

2.1.1. The right on the reproduction of the Work (publication, promulgation, duplication, replication, or another reproduction in quantity of the Work) without restriction of copies' print. Besides every copy of the Work must contain author's (co-authors') name of the Work.

2.1.2. the right on distribution of the Work by all means;

2.1.3. the right on the inclusion into composite work;

2.1.4. the right on the universal information;

2.1.5. The right on the use of metadata (title, author's name (co-authors'), abstract, bibliographic materials and so on) of the Work by means of distribution and the universal information, processing and systematization, and also inclusion into different data bases and information systems;

2.1.6. The right to assign on contractual conditions partially or fully received rights on the present agreement to third persons without payment of compensation to the Licensor;

2.2. The Licensor passes the rights to the Licensee on the present Agreement on the basis of nonexclusive license;

2.3. The Licensor should give to the Licensee the electronic version of the Work, page by page initialed printed version of the Work, the peer reviews, and the act of expert examination of materials prepared for the open publication.

2.4. The date of signing of the present Agreement is the term of passing the rights, mentioned in the Agreement to the Licensee.

2.5. The Licensee commits to observe the Licensor's rights stipulated by the current author's rights law, fulfill their protection, and also take all measures for prevention author's rights' violations by the third persons.

2.6. The territory, where the use of rights on the Work is admitted, is not restricted.

2.7. The Licensor also gives to the Licensee the right on the storage and processing of his following personal data without restriction of the term.

- surname, name, patronymic;
- date of birth;
- information about education;
- information about the pace of work and work status;
- information about the presence of published products of literature, science and art.

Personal data are presented for storage and processing in various data bases and informational systems, their inclusion into analytical and statistical reporting, creation of reasoned interconnection of objects of science, literature and art with personal data and so on.

The Licensee has the right to pass mentioned data for processing and storage to the third persons on conditions of the Licensor's notification about this fact.

Recall of permission on storage and processing of personal data is carried out by the Licensor by means of submitting of corresponding written notification to the Licensee.

3. Responsibility of the Parties

3.1. The Licensor and the Licensee bear the liability for nonperformance or improper fulfillment of their obligations on the present Agreement in compliance with the current legislation of the Republic of Belarus.

4. Confidentiality

4.1. The conditions of the present Agreement and supplementary agreements to it are confidential and are not subjected to disclosure.

5. Final clauses

5.1. All quarrellings and disagreements of the Parties resulting from the conditions of the present Agreement are subjected to negotiated settlements, and in the case of their failure, mentioned conflicts are subjected to resolution in the court in compliance with the current legislation of the Republic of Belarus.

5.2. The present Agreement comes into force since the term of signing by the both Parties of the present Agreement.

5.3. The present Agreement is valid till the complete fulfillment of the obligations by the Parties.

5.4. The abrogation of the present Agreement is possible at any time according to the mutual agreement of the Parties with the obligatory signing by the Parties of the corresponding agreement.

5.5. The abrogation of the present Agreement unilaterally is possible in cases foreseen by the current legislation or according to the solution of the court.

5.6. Any amendments and supplements to the present Agreement come into force only in that case if they are compiled in written form and signed by both Parties of the present Agreement.

5.7. In everything which is not foreseen by the present Agreement, the Parties are guided by the regulations of the current legislation of the Republic of Belarus.

5.8. The present Agreement is compiled in duplicate having identical content and equal legal effect, one copy for one Party.

6. Requisites of the Parties

The Licensor:

(surname, name, patronymic, date of birth, passport,
address of registration)

The Licensor:

Signature _____

The Licensee:

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The head of the Institute

_____ **I.I.Polevoda**
Stamp