# LICENSE AGREEMENT \_\_\_\_\_\_\_\_\_

 **Moscow «\_\_\_»\_\_\_\_\_\_\_\_\_20\_\_\_**

**The Federal State-Funded Educational Institution of Higher, Professional and Post-Graduate Education “Russian Federation State Institute of Cinematography named after S.A. Gerasimov”**, hereinafter referred to as **“Licensee”**, represented by Vice Rector Rusinova Yelena Anatolyevna, acting under Power of Attorney # 68-01-1211/3 of 29.06.2015 г., on the one part, and

**RF citizen** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**Licensor”**, on the other part, hereinafter referred to as **“Party/Parties”**, have concluded the present Agreement (hereinafter referred to as **“Agreement”**) on the following.

# 1. Subject of the Contract

1.1. Under the present Agreement, the **Licensor** shall grant the **Licensee** the free-of-charge right to use \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(the title and description of the licensed material)

hereinafter referred to as **“Manuscript”**, on the basis of an ordinary license within the limits stipulated by the Agreement and for the term defined by the Agreement.

1.2. **The Licensor** ascertains, that he or she possesses the exclusive copyright to the Manuscript licensed assigned to the **Lisensee**.

# 2. Rights and Obligations of the Parties

**2.1. The Licensor grants the Licensee the following rights for the whole term of the exclusive copyright to the Manuscript:**

2.1.1. the right to reproducing the Manuscript (publishing, presentation, duplication, copying or other multiplication of the Manuscript) without limiting the number of copies, provided that each copy of the Manuscript contains the author’s name;

2.1.2. the right to circulate the Manuscript by any means;

2.1.3. the right to include it into collected works;

2.1.4. the right to promulgate it;

2.1.5. the right to use the meta data (title, author’s (copyright holder’s) name, abstract, references, etc.) of the Manuscript by way of its publishing and promulgation, processing and systematization, as well as including it into various data bases and information systems.

2.1.6. the right to transfer the rights obtained under the present Agreement, partially or in full, to a third party without paying any fees to the **Licensor**.

2.2. The **Licensor** grants the **Licensee** the rights under the present Agreement on the basis of an ordinary license.

2.3. The **Licensor** shall submit the Manuscript to the **Licensee** in three work-day’s time, arranged in accordance with the Recommendations to the Journal’s Authors and the Requirements to the Arrangement of the Entries published at VGIK web-site: <http://www.vgik.info/science/bulletin/requirements_for_preparation_of_papers_for_publication_in_journal_of_vestnik_VGIK.php>, as well as with the Requirements of the Supreme Attestation Commission of the Russian Federation Ministry of Education. Within 30 (thirty) work-days the parties sign the Delivery-Acceptance Act on condition the Licensee does not assert any claims to the Licensor as to the quality (content) or size of the Manuscript submitted for review.

2.4. The **Licensor** is obliged:

* to insert the corrections pointed out by the referees, Editor-in-Chief or the Journal’s editorial board into the text of the Manuscript and/or refine the text if need be.
* to read the proof(s) of the Manuscript within the time limits envisaged by the publication schedule.
* not to publish more than 30 per cent of the Manuscript in other printed and/or electronic editions in the Russian language without the Licensee’s consent.

2.5. The date of signing the Delivery-Acceptance Act is considered the moment of transferring the rights, specified In the present Agreement, to the **Licensee**.

2.6. The **Licensee** shall respect the rights under the existing copyright law, the **Licensor’s** rights as well as protect them and take every possible measures to prevent the copyright violations by third parties.

2.7. The territory for the usage of the Manuscript copyright is not limited.

2.8. The **Licensor** shall also grant the **Licensee** the right to store and process the following personal data without any time limits:

* last, first and middle name;
* date of birth;
* background;
* place of employment and position;
* information about published works of literature, science and art.

Personal information is supplied for its storing and processing in various data bases and information systems, including into analytical and statistical reports, creating appropriate links of scientific, literary and artistic works with personal details, etc.

**The Licensee** is entitled to pass the above mentioned data for processing and storing to third parties on condition the **Licensor** is notified of the fact with supplying the information about the third party (name and address).

The withdrawal of the consent to store and process the information shall be performed by the **Licensor** via notifying the **Licensee** in a written form.

2.8. The Licensee provides 1 (one) copy of the *Vestnik VGIK* to the Licensor after the publication of the Manuscript.

# 3. Responsibilities of the Parties

3.1. Both the **Licensor** and **Licensee** are financially and legally liable in accordance with the RF legislation for non-fulfillment or improper fulfillment of their obligations under the present Agreement.

3.2. The party that failed to fulfill its obligations under the present Agreement or fulfilled them improperly, shall pay the damages to the other party including missed profit.

# 4. Privacy Policy

4.1. The terms of the present Agreement and supplementary contracts are confidential and undisclosable.

# 5. Concluding Provisions

5.1. All disputes and differences which may arise out of the present Agreement shall be settled by negotiations and in case of their failure are subject to settlement in court in accordance with the existing RF legislation.

5.2. The present Agreement shall come into force upon the signing of the present Agreement and the Delivery-Acceptance Act by both parties.

5.3. The present Agreement is valid until the complete fulfillment of the obligations by both parties.

5.4. The present Agreement can be cancelled at any moment upon mutual consent of the Parties with the obligatory signing of the appropriate agreement.

5.5 The unilateral cancellation of the Agreement is possible in cases envisaged by the existing law or by court order.

5.6. Any amendments or supplements to the present Agreement come to force only if they are made up in writing and signed by both Parties.

5.7. In all the cases not specified in the present Agreement the Parties shall be governed by the existing RF legislation.

5.8. The present Agreement is issued in two copies with similar content and equally valid, one for each Party.

**6. Addresses and Bank Details of the Parties**

|  |  |
| --- | --- |
| **Licensor**:Name, surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postal code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residence Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Passport #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_e-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Licensee**:**Russian Federation State Institute of Cinematography named after S.A. Gerasimov** 3 Wilhelm Pieck str., 129226, MoscowINN 7717032440KPP 771701001 OKPO 02372835 OKVED 80.30.1 OKATO 45280577000 OKOGU 13232 OKOPF 81BIK 044583001Bank Account: 40501810600002000079Business Account: 20736U64490 FTD for Moscow (Russian Federation State Institute of Cinematography named after S.A. Gerasimov)Identification Number: 6449Bank Name: Regional Branch 1, RF Central Bank Headquarters for Central Administrative District, Moscow Contact telephone: (499)181-35-07E-mail: vgikizd@yandex.ruwww.vgik.info |
| **Licensor**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **On behalf of the Licensee**:Vice Rector**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ye.A. Rusinova** |

# DELIVERY-ACCEPTANCE ACT

# to Licence Agreement \_\_\_\_\_\_\_

**Moscow «\_\_\_»\_\_\_\_\_\_\_\_\_ 20\_\_\_**

**The Federal State-Funded Educational Institution of Higher, Professional and Post-Graduate Education “Russian Federation State Institute of Cinematography named after S.A. Gerasimov”**, hereinafter referred to as **“Licensee”**, represented by Vice Rector Rusinova Yelena Anatolyevna, acting under Power of Attorney # 68-01-1211/3 of 29.06.2015 г., on the one part, and

**RF citizen** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**Licensor”**, on the other part, hereinafter referred to as **“Party/Parties”**, have made up the present **Delivery-Acceptance** **Act** (hereinafter referred to as **“Act”**) to Licence Agreement \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“Agreement”)** on the following.

1. Under the Agreement, the **Licensor** has delivered and the **Licensee** has accepted 1 (one) cope of the Manuscript \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title and description*) – and the right of its use.

2. The **Parties** have no claims as to the way and scope of the fulfillment of the obligations.

3. The present Act is issued in two equally valid copies, one for each Party.

**Addresses and Bank Details of the Parties**

|  |  |
| --- | --- |
| **Licensor**:Name, surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postal code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Residence Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Passport #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_e-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Licensee**:**Russian Federation State Institute of Cinematography named after S.A. Gerasimov** 3 Wilhelm Pieck str., 129226, MoscowINN 7717032440KPP 771701001 OKPO 02372835 OKVED 80.30.1 OKATO 45280577000 OKOGU 13232 OKOPF 81BIK 044583001Bank Account: 40501810600002000079Business Account: 20736U64490 FTD for Moscow (Russian Federation State Institute of Cinematography named after S.A. Gerasimov)Identification Number: 6449Bank Name: Regional Branch 1, RF Central Bank Headquarters for Central Administrative District, Moscow Contact telephone: (499)181-35-07E-mail: vgikizd@yandex.ruwww.vgik.info |
| **Licensor**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **On behalf of the Licensee**:Vice Rector**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ye.A. Rusinova** |