

License agreement

Irkutsk

« _____ » 2025

Editorial office of the journal «Baikal Medical Journal» (Baikal Medical Journal)», hereinafter called "Licensee", in the person of the chief editor A.V. Shcherbatykh, acting on the basis of the Order of the FGVU "Irkutsk State Medical University" Ministry of Health 02-228 of 07.06.2022, on the one hand, and Citizen РФ _____, hereinafter referred to as "Licensor", on the other hand, hereinafter referred to as "Party/Parties", concluded this agreement (hereinafter - "Treaty") on the following:

1. Предмет Договора

1.1. Under this Agreement, the Licensor grants to the Licensee the right to use article « _____ », _____
(name, characteristics of the materials transferred)

hereinafter referred to as the "Work", on the basis of a non-exclusive license within the limits and for the period specified in the Agreement.

1.2. The Licensor warrants that it holds exclusive copyright to the work transferred to the Licensee, that his/her article is genuine and that he/she has the right to make such transfer. The Corresponding Author accepts this responsibility and signs his/her name.

1.3. The Licensor confirms:

- that the submitted work has not been previously published (except for publication in the form of a summary, part of a published lecture, review or dissertation);
- that it is not under consideration for publication in other publications;
- that it has been approved for publication by all existing co-authors,
- that it has been approved for publication (explicitly or implicitly) by the institute or responsible institution in which it was completed.

2. Rights and Obligations of the Parties

2.1. The Licensor grants the Licensee the following rights for the entire term of the exclusive rights to the Work:

2.1.1. the right to reproduce the Work (publish, disclose, duplicate, distribute or otherwise reproduce the Work) without limiting the circulation of copies. In this case, each copy of the Work must contain the name of the author of the Work;

2.1.2. the right to distribute the Work in any way;

2.1.3. the right to include in a composite work;

2.1.4. the right to communicate to the public;

2.1.5. to use the metadata (title, name of the author (copyright holder), annotations, bibliographic materials, etc.) of the Works by distributing and communicating to the public, processing and systematizing, as well as including in various databases and information systems.

2.1.6. the right to transfer, on contractual terms, partially or fully the rights received under this agreement to third parties without paying remuneration to the Licensor.

2.2. The Licensor transfers the rights to the Licensee under this Agreement on the basis of a non-exclusive license.

2.3. The Licensor, within three business days, is obliged to provide the Licensee with the Work in electronic version in handwritten/printed/electronic version format for review. Within 30 (thirty) business days, if the Licensee does not make any demands or claims to the Licensor related to the quality (content) or volume of the Work provided for review, the Parties sign the Act of Acceptance and Transfer of the Work.

2.4. The date of signing the Act of Acceptance and Transfer of the Work is the moment of transfer of the rights specified in this Agreement to the Licensee.

2.5. The Licensee undertakes to observe the copyrights, the rights of the Licensor provided for by the current legislation, as well as to protect them and take all possible measures to prevent infringement of copyrights by third parties.

2.6. The territory in which the use of rights to the Works is permitted is not limited.

2.7. The Licensor also grants the Licensee the right to store and process the following of their personal data without time limitation:

- last name, first name, patronymic;
- date of birth;
- education details;
- information about place of work and position held;
- information about the availability of published works of literature, science and art.

Personal data is provided for their storage and processing in various databases and information systems, their inclusion in analytical and statistical reports, the creation of substantiated relationships between objects of works of science, literature and art with personal data, etc.

The Licensee has the right to transfer the specified data for processing and storage to third parties, subject to notification of such fact with the provision of information about the third party (name and address) to the Licensor.

The Licensor shall revoke consent to the storage and processing of personal data by sending a corresponding written notice to the Licensee.

2. Liability of the Parties

3.1. The Licensor and the Licensee shall bear property and other legal liability in accordance with the current legislation of the Russian Federation for failure to fulfill or improper fulfillment of their obligations under this Agreement.

3.2. The Party that has improperly fulfilled or failed to fulfill its obligations under this Agreement shall be obliged to compensate for the damages caused to the other Party, including lost profits.

4. Confidentiality

4.1. The terms of this Agreement and additional agreements thereto are confidential and shall not be disclosed.

5. Final Provisions

5.1. All disputes and disagreements between the Parties arising from the terms of this Agreement shall be settled through negotiations, and if they are unsuccessful, such disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement shall enter into force upon signing by both Parties of this Agreement and the Work Acceptance Certificate and shall remain in effect until one of the Parties declares its termination.

5.3. This Agreement shall remain in effect until the Parties have fully fulfilled their obligations hereunder.

5.4. This Agreement may be terminated at any time by mutual consent of the Parties, with the Parties having to sign a corresponding agreement to this effect.

5.5. This Agreement may be terminated unilaterally in cases stipulated by the current legislation or by a court decision.

5.6. Any amendments and additions to this Agreement shall enter into force only if they are made in writing and signed by both Parties to this Agreement.

5.7. In all matters not provided for by this Agreement, the Parties shall be guided by the norms of the current legislation of the Russian Federation.

5.8. This Agreement is made in two copies, each having the same content and equal legal force, one for each Party.

5. Final Provisions

5.1. All disputes and disagreements between the Parties arising from the terms of this Agreement shall be settled through negotiations, and if they are unsuccessful, such disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement shall enter into force upon signing by both Parties of this Agreement and the Work Acceptance Certificate and shall remain in effect until one of the Parties declares its termination.

5.3. This Agreement shall remain in effect until the Parties have fully fulfilled their obligations hereunder.

5.4. This Agreement may be terminated at any time by mutual consent of the Parties, with the Parties having to sign a corresponding agreement to this effect.

5.5. This Agreement may be terminated unilaterally in cases stipulated by the current legislation or by a court decision.

5.6. Any amendments and additions to this Agreement shall enter into force only if they are made in writing and signed by both Parties to this Agreement.

5.7. In all matters not provided for by this Agreement, the Parties shall be guided by the norms of the current legislation of the Russian Federation.

5.8. This Agreement is made in two copies, each having the same content and equal legal force, one for each Party.

6. Details of the Parties.

Licensor:
Full name, date of birth, passport, registration address

Licensee:
Editorial office of the media outlet "Baikal Medical Journal"
Address: 664003, Irkutsk, Krasnogo Vosstaniya St., 1

Mailing address: Address: 664003, Irkutsk, Krasnogo Vosstaniya St., 1.

Licensor:

From the Licensee:
Editor-in-Chief of the media outlet "Baikal Medical Journal"
_ /A.V. Shcherbatykh/