

**LICENCE CONTRACT**  
**For the provision of right to use materials**  
**(non-exclusive license contract)**

Moscow, Russia

“ \_\_\_\_ ” \_\_\_\_\_ 20\_\_.

LICENSEE "NB - Media" LLC, as represented by the Executive Director Danilenko Denis Vasilievich, acting in accordance with the By-Law, hereafter entitled "**the User**", as one Party to this Contract, and the LICENCER, \_\_\_\_\_, as represented by \_\_\_\_\_ the author

\_\_\_\_\_, hereafter entitled "**the Right Holder**", as the other Party to this Contract, hereafter referred to as "the Parties", have concluded the following Contract (hereinafter, the Contract) on the following:

**1. Object of the Contract**

**1.1.** The Right Holder provides the User with the non-exclusive rights for the use of the copyright material (scientific research in the form of monographs, articles, reviews, comments and other materials), hereafter referred to as "the Materials", for use in publications of the User, hereafter referred to as "the Publications" or as separately published books and brochures, and for distribution in an electronic form via electronic subscription, as organized by the User in Russian and foreign languages, including computer databases of the family, as well as the right to reprint and distribute parts (fragments) of specific Materials for advertising purposes and in the mass media throughout the territory of the Russian Federation and foreign states.

The right to use the Materials in an electronic form includes the following rights:

- the right to reproduction;
- the right to distribution on any type of electronic medium;
- the right to make public, including via the Internet;
- the right to export;
- the right to revision (editing, compilation)

the User has a right to provide the sub-license for the full or partial use of these rights by other persons, who guarantee correction, duplication and distribution of the Systems and printed publications.

**1.2.** The User has the right to implement his rights as stated in p.1.1 of the Contract in the territory of the Russian Federation and outside its territory without any limitation in time in printed form with the quantity of \_\_\_\_\_ issues.

**1.3.** The Material is understood as the following work (title) \_\_\_\_\_ :  
« \_\_\_\_\_ »

**1.4.** The right is transferred from the Right Holder to the User from the moment the Contract is concluded by the Parties.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1.** When using the Materials, the User is obligated to include the information on:

- author (co-authors) of the Material;
- title of the Material;
- source of publication of the Material, if information on such a source is provided by the author (co-authors).

**2.2.** The User has the right to refuse to include into his publications or system the Materials in whole or in part, including refusal for conjunctural reasons.

**2.3.** If the Materials are not included into the publications and systems on the initiative of the User, the latter does not require the Right Holder to compensate for any costs for the review and processing of the materials.

**2.4.** The Right Holder is obligated not to use the Materials in electronic form, and not to provide the rights, as established in p. 1.1 of the Contract to third parties without prior consent of the User. In cases of alienation of an exclusive right for the Materials from the Right holder, the Right Holder is obligated to include the analogous prohibition for the use of Materials by the third party gaining and exclusive right into the alienation contract.

**2.5.** The User has a right to add to the Materials the notes, including information which is necessary for the identification of the Materials in the Systems, and comments without additional consent of the Right

Holder. All of the comments in the texts of the Materials should be visually different from the text of the Materials and include the wording “NB-Media” comment; “Consultant Plus” comment; “Garant” comment, etc.

### **3. GUARANTEES OF THE PARTIES**

#### **3.1. The guarantees of the Right Holder.**

**3.1.1.** The Right Holder guarantees to the User that at the time when the right is transferred to the User from the Right Holder, this right:

- belongs exclusively to the Right Holder;
- is not burdened by any third party rights;
- is not challenged in any claims and lawsuits against the Right Holder.

**3.1.2.** The Right Holder guarantees to the User that the transfer of right from the Right Holder to the User is not related to any violation of copyright of other persons by the User.

**3.1.3.** The Right Holder is obligated to fully compensate the User for any losses that the User may incur due to the invalidity of the guarantees of the Right Holder or a pseudo Right Holder, as stated in p. 2.1 of the Contract, including the situations provided for in p. 2.4 of the Contract.

**3.1.4.** If the invalidity of the guarantees of the Right Holder or a pseudo Right Holder, as established by p. 2.1 of the Contract, is found out by the Publisher, the Publisher has a right to avoid performance under the Contract unilaterally with a written notification to the Right Holder or a pseudo Right Holder, and not to pay the award to the author, if such an award was provided for.

#### **3.2. Guarantees of the User.**

**3.2.1.** The User guarantees to the Right Holder that the User shall not violate the copyright of the Right Holder, inasmuch as it was not transferred to the User.

**3.2.2.** The User is obligated to compensate the Right Holder for all of the losses incurred by the Right Holder due to void guarantees of the User under p. 2.4 of the Contract.

### **4. THE ORDER OF TRANSFER OF MATERIALS AND RIGHTS TO USE THEM**

**4.1.** The Right Holder provides an article, or any other literary work, or illustration (artwork) in an electronic form via the website of the Publisher [www.nbpublish.com](http://www.nbpublish.com) after the online registration by sending an electronic file to the email address of the User.

**4.2.** The fact of provision (transfer) of the rights for the Materials under p. 1.1 of the Contract to the User from the Right Holder is evidenced by this Contract.

### **5. CONDITIONS FOR THE USE OF MATERIALS**

**5.1.** The Right Holder gives his consent to the User for the following changes and amendments of the Materials (Work) by the User without any additional consent required:

changes in spelling and punctuation of the materials in accordance with the rules of the language (languages) in which the Materials (Work) are provided;

changes in the style of the Materials (Work) in accordance to the generally accepted style for the works for the reading audience in Russia in the early XXI century;

changes in accordance with the rules of the Publisher for the requisites in the Materials (Work);

legal acts (their titles, numbers, dates, officials and official bodies related to these acts, etc.);

amendments to the Materials (Work) by adding titles, subtitles, extracts, carry-over, bibliographical lists, keywords, article reviews.

**5.2.** The User has a right to process the Materials (Work) for scientific use, including writing articles, books, collections of articles, etc without any limitations (with reference to the source of publication). The Right Holder cannot in any way prevent the use of the Materials (Work) by the User, as provided for in p. 5.2 of the Contract.

**5.3.** The User retains the right to place the materials and articles of the journal in electronic legal systems and other electronic databases. The Right Holder may notify the Board of Editors on his disagreement with this type of use of his materials prior to conclusion of the Contract by registered mail to the address of the Publisher with return receipt requested (and if the publication is urgent, considering the deficit of time, he has to notify the User via e-mail at: [w.danilenko@gmail.com](mailto:w.danilenko@gmail.com) and additionally at: [nb-media@mail.ru](mailto:nb-media@mail.ru)).

### **6. PAYMENT PROCEDURE**

**6.1.** The Author is obligated to pay all the costs related to production and delivery of all the copies.

**6.2.** The payment is made no later than 15 working days from the day when the Contract is signed.

**6.3.** The cost of lay-out and copies of the book is \_\_\_\_\_ (sum in writing) rubles.

## 7. RESPONSIBILITY OF THE PARTIES AND TERMINATION OF CONTRACT

7.1. The Right Holder guarantees that he possesses the rights to the Works (Materials), which he provides to the User, and that he possesses the rights for any other actions under this Contract. If third party claims are brought against the User due to the violations of their right to the Materials, the Right Holder participates in disputes regarding such claims, and the Right Holder is also obligated to compensate the User for losses and damages due to such claims.

7.2. If one of the Parties decides to terminate this Contract, this Party has to notify the other Party in writing no later than one month in advance before the required date of contract termination.

7.3. As to the issues not regulated by this Contract, the responsibility of the Parties is established in accordance with the current legislation of the Russian Federation.

## 8. DISPUTE RESOLUTION

8 All disputes between the Parties regarding performance under this Contract shall be resolved by negotiation, and if they are not resolved by negotiation, they shall be resolved by the courts in Moscow, Russia.

## 9. TERM OF APPLICATION OF CONTRACT

This Contract comes into force from the moment it is signed by the Parties. Its term of application is five years and by default is automatically continued until one of the Parties initiates its termination in an order, as established by p. 7.2 of the Contract, or until it is terminated due to other grounds, as provided for by the legislation of the Russian Federation.

## 10. FINAL PROVISIONS

10.1. This Contract is concluded in two copies (one for the User, and another for the Right Holder). Both copies of this Contract have the same legal force.

10.2. Any amendments and changes to the Contract may be included into the Contract at any time upon the mutual consent of the Parties. All of these amendments and addition are valid, if they are made in writing and signed by the Parties.

10.3. In case of change of banking requisites and addresses (legal or mailing addresses), the Parties have to notify each other immediately.

## LEGAL ADDRESSES AND REQUISITES OF THE PARTIES

### RIGHT HOLDER:

Passport Data:

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

Passport , issued

Address:

Signature : \_\_\_\_\_ (\_\_\_\_\_)

### USER:

“NB-Media” LLC

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In PAO Sberbank of Russia, Moscow, BIK 044525225,  
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Certificate ser/num 77 008445031.

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OKOGU 49013, OKFS 16, OKATO 45293586000,

OKOPF 65

Executive Director

“NB-Media” LLC

\_\_\_\_\_/Danilenko, D.V./