

# OFFER TO ENTER INTO A LICENCE AGREEMENT

St Petersburg

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1.3. The Agreement becomes binding on the Author from the moment of acceptance of the offer.

1.4. The Author confirms that he/she accepts the terms of the Agreement in full and unconditionally.

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3.4. The Licensee warrants that the Licensee will observe the Author's right of attribution, the right to use or license the use of the Work under the Author's real name, pseudonym or anonymously ("right to the name"), and the right of integrity in respect of the Work.

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3.5.1. to sub-license to third parties the right to use the Work (subject to such a sub-license not exceeding the rights and permitted uses granted under the Agreement), including in order to allow the use of the Work in third parties' databases; and

3.5.2. to unilaterally terminate the Agreement in the following circumstances —

3.5.2.1. failure of the Author to send the amended manuscript to the Licensee within the timeframe provided by the Licensee for the amendment following the review and/or editing, or breach by the Author of his/her other obligations set out in the Agreement; and/or

3.5.2.2. breach of representations and warranties contained in clause 3.3 of the Agreement.

#### **4. FORMATION, VARIATION AND TERMINATION OF THE AGREEMENT**

4.1. The Author accepts the Licensee's offer in full and unconditionally and enters into the Agreement by sending the Work to the Licensee's email skrelina.silf@gmail.com.

4.2. Any changes and additions to the Agreement must be made by executing a supplemental agreement made in writing and signed by both Parties.

4.3. This Agreement may be terminated—

4.3.1. by agreement of the Parties before the publication of the Work in the Conference Proceedings; or

4.3.2. by the Licensee, in circumstances provided for by the Agreement or Russia's legislation; or

4.3.3. on other grounds provided for by Russia's legislation.

## **5. DISPUTE RESOLUTION AND LIABILITY OF THE PARTIES**

5.1. The liability of the Parties for breach of the Agreement is governed by the default provisions of Russia's legislation.

5.2. In the event there are any claims against the Licensee arising in connection with the infringement of third parties' copyright during the creation of the Work or in connection with the formation of this Agreement, the Author shall promptly, upon receipt of the Licensee's notice, take steps to settle the dispute with third parties, take any steps within the Author's powers so that to prevent the Licensee from becoming a defendant in the proceedings, and to indemnify and hold harmless the Licensee against all litigation costs and all damages flowing from interim remedies and enforcement of the judgement or otherwise paid to third parties as the result of copyright infringement, where such costs and damages accrue as the result of the Author's breach of the representations and warranties contained in this Agreement.

5.3. The Parties shall attempt to resolve any disputes arising from or in connection with the Agreement by means of negotiations; in the event a dispute is not resolved by negotiations, it shall be referred to the court at the place of the Licensee and be resolved by the application of Russia's law.

## **6. MISCELLANEOUS PROVISIONS**

6.1. The Agreement shall take effect upon its formation and shall remain in effect for the period of three (3) years.

6.2. The Agreement shall be automatically renewed every three years, unless either Party communicates their intent to terminate or vary the Agreement by means of sending a notice not later than one (1) month prior to the expiry date.

6.3. The matters which are not expressly governed by the Agreement shall be governed by the default provisions of Russia's legislation.

Vice-Rector for Research  
and Innovation

Svetlana A. Pisareva