**License Agreement no. \_\_\_\_**

**To Use an Article in a Scientific Journal**

**Founded (Cofounded) by the Russian Academy of Sciences**

Moscow MMMM, DD, 2023

(Full Name)

hereinafter referred to as the **Author[[1]](#footnote-1),** on the one hand, and the Federal State Budgetary Institution the Russian Academy of Sciences, represented by the Editor-in-Chief (or the designated substitute)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_Petrov Oleg Fedorovich\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Full Name)

of the scientific journal *Teplofizika Vysokikh Temperatur / High Temperature,* acting under the letter of attorney no. 2-10106-1615/960 from June 25, 2021, hereinafter referred to as the **Licensee,** on the other hand, hereinafter collectively referred to as the Parties, concluded this Agreement (hereinafter, the Agreement) on the following:

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2.2. The Author undertakes:

- to submit the original of the scientific article in the Russian language on a tangible medium (electronic medium, by e-mail) no later than the date of entering into this Agreement;

- during the preparation of the Article for publication, to remove orthographic, syntactic, stylistic, editorial, and factual errors from the text of the Article, identified by the Licensee's editor and proofreader, identified by the reviewers and accepted by the Journal's editorial board. The Author may disregard remarks that distort the meaning of the Article and the intention of the Author;

- to read the galley of the Article in the time set according to the periodicity of the Journal's publication. The periodicity of the Journal is given in the imprint of each issue of the Journal;

- to introduce into the Article's galley changes associated with the need to correct errors made in the original of the Article and/or introduce factual and momentary corrections.

2.3. The Author shall have the right, before the actual publishing of the Article, to forgo the previously made decision to publish it (the right to retract the Article) and compensate for all losses borne by the Licensee.

3. GUARANTEES OF THE PARTIES

3.1. The Author guarantees that:

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* by the time this Agreement has entered into force, the Author is not aware of the rights of third parties that might be violated by granting an exclusive license for the use of the Article under the Agreement;
* by the time of entering into the Agreement, the exclusive right for the Article is not pledged and not granted under license agreements to other persons;
* by the time of entering into the Agreement, the Author's rights for the Article are not litigated.

3.2. The Licensee guarantees the compliance with the legal interests and personal nonproperty rights of the Author.

* 1. The Author guarantees that the Article does not contain materials not liable for publication in open press in line with the current legislation of the Russian Federation and the publication and dissemination of the Article will not lead to the disclosure of secret (confidential) information, including commercial or state secrets.
  2. The Author guarantees that the Article contains all references to cited authors and sources of publication of borrowed content as stipulated by current legislation.

1. THE CONDITION FOR CONCLUDING THE AGREEMENT

4.1. Under art. 428 of the Civil Code of the Russian Federation, the Agreement is an accession agreement, the terms of which are determined by the Licensee and which can be signed by the Author solely by joining this Agreement as a whole.

4.2. By signing the Agreement, the Author agrees to the processing and storage of personal data under Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

The Licensee has the obligation not to disclose to third parties and not to disseminate the Author's personal data except for the data used to individualize the Author when publishing the Article without the consent of the subject of personal data unless otherwise stipulated by Federal Law no. 152-FZ of July 27, 2006, On Personal Data.

1. SETTLEMENT OF DISPUTES

5.1. All disputes and disagreements that may arise during the execution of this Agreement shall be settled under the current legislation of the Russian Federation.

5.2. Before the institution of legal proceedings, each Party shall lodge a claim to the other Party. The answer to the claim shall be sent within 10 (ten) business days.

1. EARLY TERMINATION OF THE AGREEMENT

6.1. The Agreement shall terminate before the expiry date in case:

6.1.1 The Author decides to retract the Article under cl. 2.3 hereof.

6.1.2 Of mutual rescission and, in the case stipulated by the legislation of the Russian Federation, as requested by either Party.

1. MISCELLANEOUS

7.1. In failure to perform or improper performance of their obligations under the Agreement, the Parties shall bear responsibility under the current legislation of the Russian Federation.

7.2. All amendments and supplements to the Agreement are finalized in writing and signed by the Parties. The duly finalized supplements and amendments are integral parts of the Agreement.

7.3. In all other matters not covered by this Agreement, the Parties shall be governed by the current legislation of the Russian Federation.

7.4. The Agreement is compiled in two copies of equal legal force, one for each Party.

ADDRESSES AND DETAILS OF THE PARTIES

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| Author: | Licensee: |
| Full Name, Passport details, e-mail address  \_\_\_\_\_\_\_\_\_\_\_\_ / /  Full Name, Passport details, e-mail address  \_\_\_\_\_\_\_\_\_\_\_\_ / /  Full Name, Passport details, e-mail address  \_\_\_\_\_\_\_\_\_\_\_\_ / /  Full Name, Passport details, e-mail address  \_\_\_\_\_\_\_\_\_\_\_\_ / /  Full Name, Passport details, e-mail address  \_\_\_\_\_\_\_\_\_\_\_\_ / / | Academician O.F. Petrov  Editor-in-Chief of the journal *Teplofizika Vysokikh Temperatur / High Temperature*  111116, Mocow, Krasnokazarmennaya St., 17a, room 310  Phone: 8(495)362 07 88  Email: [tvt@iht.mpei.ac.ru](mailto:tvt@iht.mpei.ac.ru)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Petrov O.F. / |

1. Acting on behalf of a group of authors, it is necessary to have the letters of attorney from all the authors. Otherwise, the Agreement shall designate all the authors, and all the authors shall sign the Agreement. The letter of attorney shall be finalized as an agreement under cl. 3 of art. 1219 of the Civil Code. [↑](#footnote-ref-1)