

Moscow

« \_\_\_\_ » \_\_\_\_\_ 201 \_\_\_\_

**GITR Film & Television School** hereinafter referred to as "**Licensee**", in the person of the Vice-Rector for science Olga B. Khvoina, acting on the basis of an order № 78 of 20.10.2017, as one party, and \_\_\_\_\_, hereinafter referred to as "**Licensor**", as the other party, jointly referred to as "**Parties**", have agreed as follows:

## 1. Subject of Agreement

1.1. Under this Agreement **Licensor** grants to **Licensee** - the editorial board of the journal «**The Art and Science of Television**» - a free right to use his/her paper \_\_\_\_\_,

(title, description of materials)

hereinafter referred to as "**Content**", on the basis of non-exclusive license in the manner and within the time period specified hereby.

1.2. **Licensor** guarantees that s/he has exclusive copyright on Content transferred to **Licensee**.

1.3. **Licensor** warrants that the transfer of rights to Content and its further use by **Licensee** in accordance with this Agreement, will not lead to the violation of rights of third parties. This warranty implies a written consent of the authors of Content, as well as persons who are owners or other legally acceptable owners of equipment, software and/or hardware, technical facilities, materials, etc., used by the author and/or Licensor when creating Content and/or those depicted in Content; when performing Licensor's obligations under this Agreement, in particular, when transferring rights to Content to Licensee.

1.4. **Licensor** guarantees that in creating Content and the subsequent transfer of rights to **Licensee** the confidential information (state, official, commercial secrets) will not be disclosed.

1.5. **Licensor** guarantees that Content up to the date of transfer of such rights to **Licensee** was not published and to be published in publishing houses and/or other mass media that are thematically similar to publishing houses and Licensee's information products.

In case of simultaneous submission of the same manuscript to several publications, the published article will be retracted (withdrawn from the press).

## 2. Rights and liabilities of Parties

### 2.1. Licensor grants to Licensee for the term of 5 (five) years the following rights:

2.1.1. the right to reproduce Content (publication, disclosure, duplication, copying or other reproduction Content) without restriction of circulation of copies. Each copy of Content must contain the name of the author;

2.1.2. the right to distribute Content by any available means;

2.1.3. the right to inclusion in the composite work;

2.1.4. the right to make available to the public;

2.1.5. the right to translate the Work into any foreign language;

2.1.6. the right to use metadata (title, author name (copyright holder), abstract, bibliographical materials, etc.) of Content by disseminating and making available to the public, processing and systematising as well as entering it on various databases and information systems.

2.1.7. the right to assign on contractual basis partially or fully received rights to third parties without payment to **Licensor**.

2.2. **Licensor** transfers the rights to **Licensee** under this Agreement on the basis of nonexclusive license.

2.3. **Licensor** shall, within three working days, submit to **Licensee** Content **electronically** in MS Word format for review. Within 30 (thirty) working days, if **Licensee** does not submit to **Licensor** claims or demands related to the quality or scope of Content, the Parties sign the Statement of Acceptance - Delivery.

2.4. Date of signing the Statement of Acceptance - Delivery of Content is the date of transfer to **Licensee** the rights specified in this Agreement.

2.5. **Licensee** shall comply with the applicable law on copyright, **Licensor** rights, and protect them and take all possible measures to prevent copyright infringement by third parties.

2.6. The territory where the rights to Content may be used is unlimited.

2.7. **Licensor** also grants to **Licensee** the right to store and process the following personal data without time limits:

- last name, first name, patronymic;
- date of birth;
- phone numbers and e-mail;
- information on education;
- information about place of employment and position held;
- information about availability of published work of literature, science or art.

Personal data are provided for storage and processing in various databases and information systems, for inclusion in analytical and statistical reporting, for establishment of grounded relationships between objects of work of science, literature and art and personal data, etc.

**Licensee** is entitled to transmit said data to be processed and stored by third parties, if s/he notifies of such fact with the provision of information about the third party (name and address) to the **Licensor**.

Withdrawal of consent to store and process personal data is made by **Licenser** by giving written notice to **Licensee**.

2.8. **Licenser** undertakes to respect the basic principles of editorial policy:

- research presented in Content must be performed in accordance with ethical and legal standards;
- research results must be presented clearly, honestly, without manufacture of false information, falsification, deception of data, hoax or inappropriate data manipulation;
- research methods must be described clearly and unambiguously with grounded conclusions;
- submitted Content must be authentic, not plagiarised and not contain a compilation of fragments;
- the authorship of scientific publication (if co-authors) must accurately reflect the personal contribution of each co-author in Content and his/her part in the publication;
- funding sources and relevant conflicts of interest must be disclosed.

### 3. Liabilities of Parties

3.1. **Licenser** and **Licensee** shall be liable with property and other legal responsibility in accordance with the current legislation of the Russian Federation for non-performance or improper performance of its obligations under this Agreement.

3.2. A party improperly performed or failed to perform its obligations hereunder, shall compensate the losses caused to the other Party, including lost profits.

### 4. Non-disclosure

4.1. The terms of this Agreement and supplementary agreements thereto are confidential and shall not be disclosed to any third party.

### 5. Final clauses

5.1. All disputes and controversies between Parties arising out of this Agreement, shall be settled by negotiations and in case of failure, these disputes shall be settled in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement shall enter into force upon its signing by both Parties and signing of Statement of acceptance-delivery of Content.

5.3. This Agreement is effective until Parties completely fulfill their obligations under it.

5.4. The Agreement may be terminated at any time by mutual agreement of Parties with obligatory signing of corresponding agreement by both Parties.

5.5. The termination of this Agreement by one Party is possible in cases stipulated by the legislation of the Russian Federation, or by a court decision.

5.6. Any modifications or amendments to this Agreement shall enter into force only if made in writing and signed by both Parties hereto.

5.7. In all cases not provided for in this Agreement Parties shall be governed by the norms of current legislation of the Russian Federation.

5.8. This Agreement is made in two copies having equal content and equal legal force, one copy for each party.

### 6. Bank details and addresses of Parties

**Licenser:**

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

(passport, date of birth)

Registered address: \_\_\_\_\_

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

(Last name, first name)

**Licenser:**

\_\_\_\_\_  
(signature)

**Licensee:**

**GITR Film and Television School (GITR)**

Address: Khoroshevskoye sh. 32A

Moscow, 123007 Russia

Account No: 407 038 403 000 300 00 110

Bank: VTB Bank (public joint-stock company)

Bank address: ul.Vorontsovskaya 43

Moscow, 109044 Russia

SWIFT: VTBRUMM

INN/KPP: 7714424400/771401001

OGRN: 1167700069228

**Licensee:**

Vice-Rector for science

**GITR Film & Television School (GITR)**

\_\_\_\_\_  
Olga B. Khvoina

(signature)

Seal

## STATEMENT OF ACCEPTANCE - DELIVERY

to license agreement № \_\_\_\_\_

Moskow

« \_\_\_\_ » \_\_\_\_\_ 201 \_\_\_\_

**GITR Film & Television School** hereinafter referred to as "**Licensee**", in the person of the Vice-Rector for science Olga B. Khvoina, acting on the basis of an order № 78 of 20.10.2017, as one party, and \_\_\_\_\_, hereinafter referred to as "**Licenser**", as the other party, jointly referred to as "**Parties**", have drawn up the statement of acceptance-delivery (hereinafter – STATEMENT) to license agreement № \_\_\_\_\_ of « \_\_\_\_ » \_\_\_\_\_ 201 \_\_\_\_ as follows:

1. **Licenser** delivered and **Licensee** accepted in accordance with provisions of the Agreement, 1 (one) copy of Content – research paper \_\_\_\_\_

(title and description) – and the right to use it.

2. **Parties** have no mutual claims to the order and scope of fulfillment of obligations under the Agreement.

3. The present Statement is made in two copies having equal legal force, one copy for each party.

### Bank details and addresses of Parties

#### Licenser:

\_\_\_\_\_  
Signature, Last name, first name, patronymic

#### Licensee:

**GITR Film and Television School (GITR)**

Address: Khoroshevskoye sh. 32A  
Moscow, 123007 Russia  
Account No: 407 038 403 000 300 00 110  
Bank: VTB Bank (public joint-stock company)  
Bank address: ul.Vorontsovskaya 43  
Moscow, 109044 Russia  
SWIFT: VTBRUMM  
INN/KPP: 7714424400/771401001  
OGRN: 1167700069228

#### Licensee:

Vice-Rector for science  
**GITR Film & Television School (GITR)**  
\_\_\_\_\_  
Olga B. Khvoina  
(signature)  
Seal