

# Non-Exclusive License Agreement No. \_\_\_\_\_

Tomsk

"\_\_" \_\_\_\_\_ 2022

This Non-Exclusive License Agreement (hereinafter the Agreement) is for transfer of certain non-exclusive rights to a certain scientific article authored by

\_\_\_\_\_ (hereinafter the Author) to the Institute of High Current Electronics of the Siberian Branch of the Russian Academy of Sciences (hereinafter IHCE SB RAS) represented by its Director Romanchenko Ilya Viktorovich acting in accordance with the Organization charter. The Author and IHCE SB RAS (hereinafter the Parties) have concluded the Agreement as follows.

## **1. Subject of the Agreement**

1.1. The Author's scientific article subject to the Agreement (hereinafter the Article) is an article to be published in the EFRE 2022 Congress Proceedings. All relevant information on the Article is provided in Section 4 of the Agreement.

1.2. The Author grants free of charge to IHCE SB RAS a non-exclusive right to distribute the Article in printing and/or electronic form, to publish and reprint the Article, to create electronic copies of the Article, to process the Article for metadata extraction, and to upload the Article into scientific databases available on the Internet.

1.3. The Author guarantees his exclusive rights to the Article under the Agreement.

1.4. The territory on which IHCE SB RAS can exercise the rights specified in Section 1.2 of the Agreement is unlimited.

1.5. The Author transfers the non-exclusive rights specified in Section 1.2 of the Agreement after participation in the 8th International Congress on Energy Fluxes and Radiation Effects (EFRE 2022) scheduled from October 02, 2022 to October 08, 2022.

1.6. The Article and the non-exclusive rights to it are transferred by the Author to IHCE SB RAS according to the Transfer and Acceptance Certificate the form of which is specified in Appendix No. 1 as an integral part of the Agreement. The Author transfers the Article in electronic form, which can be copied.

## **2. Rights and Obligations of the Parties**

2.1. The Author grants IHCE SB RAS the non-exclusive rights to the Article under the Agreement for a period of 10 (ten) years.

If neither Party informs the other Party about the expiration of the specified period by a written notice no later than two months before the expiration date, the period for which the Author grants IHCE SB RAS the non-exclusive rights to the Article is prolonged for another period of 10 (ten) years. The number of such prolongations is unlimited.

2.2. IHCE SB RAS is entitled to partially or fully transfer to third parties the nonexclusive rights granted by the Author under the Agreement.

2.3. IHCE SB RAS undertakes to observe all rights of the Author according to the current legislation, to protect the non-exclusive rights transferred under the Agreement, and to do its best to prevent any copyright infringement by third parties.

2.4. Any third party with which IHCE SB RAS concludes an agreement for storing archival copies of the Article according to Section 2.2 stores such copies and provides access to them by End Users under respective agreements until all obligations to End Users under such agreements are fulfilled by the third party.

2.5. IHCE SB RAS does not report to the Author about use of the Article.

2.6. The Author can freely use the rights listed in Section 1.2 of the Agreement or transfer them to any third party without notification of IHCE SB RAS.

2.7. All facsimile (electronic) copies of documents under the Agreement have legal effect until their originals in hard-copy form are received by the Parties, except as otherwise specified in the Agreement.

### **3. Responsibilities of the Parties and Final Provisions**

3.1. The Parties shall not bear property and other legal responsibilities for non-fulfillment or improper fulfillment of their obligations under the Agreement according to the current legislation of the Russian Federation.

3.2. The responsibility of the Author under the Agreement is limited to the sum of actual losses incurred by IHCE SB RAS.

3.3. IHCE SB RAS does not bear any responsibility for any actions of the Author which infringe the exclusive rights of third parties (authors, other rightholders or their representatives) to the Article detailed in Section 4 of the present Agreement.

3.4. All other issues that may arise under the Agreement are subject to the current legislation of the Russian Federation.

3.5. The Agreement shall enter into force from the date of its signing by the Parties till the Parties fulfil their obligations under the Agreement.

3.6. The Agreement is made in duplicate, having the same legal force, one copy for each Party.

#### **4. Information on the Author's Article Subject to the Agreement**

Title:

Authors (Full name, Affiliation):

## 5. Details of the Parties

Abbreviated terms below: **OKPO** for All-Russian Classifier of Enterprises and Organizations, **OKVED** for All-Russian Classifier of Economic Activities, **INN** for Taxpayer Identification Number, **KPP** for Tax Registration Reason Code, **UFK** for Federal Treasury Department, **BIK** for Bank Identifier Code.

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\_\_\_\_\_ / I. V. Romanchenko

\_\_\_\_\_ / \_\_\_\_\_

Stamp

**Appendix No. 1  
to Non-Exclusive License Agreement  
No. \_\_\_\_\_ dated \_\_\_\_\_**

**TRANSFER AND ACCEPTANCE CERTIFICATE**

**Tomsk**

**"\_\_" \_\_\_\_\_ 2022.**

This Transfer and Acceptance Certificate is an integral part of Non-Exclusive License Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ between \_\_\_\_\_ (hereinafter the Author) and the Institute of High Current Electronics of the Siberian Branch of the Russian Academy of Sciences (hereinafter IHCE SB RAS) represented by its Director Romanchenko Ilya Viktorovich acting in accordance with the Organization charter. The Author and IHCE SB RAS (hereinafter the Parties) have signed the Transfer and Acceptance Certificate under Non-Exclusive License Agreement No. \_\_\_\_\_ (hereinafter the Agreement) to confirm the following:

1. The Author transfers and IHCE SB RAS accepts the Article and associated non-exclusive rights detailed in respective Sections 1.2 and 4 of the Agreement.
2. IHCE SB RAS uses the Article in accordance with the Agreement.
3. The transfer of the Article and associated non-exclusive rights is free of charge.
4. IHCE SB RAS has no claim to the form and content of the Article transferred by the Author.
5. The Transfer and Acceptance Certificate is made in duplicate, one for each of the Parties.

Abbreviated terms below: **INN** for Taxpayer Identification Number, **KPP** for Tax Registration Reason Code

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