

LICENSE AGREEMENT № _____
on granting the right to use graduate qualification work / scientific report on the
results of scientific qualification work (dissertation)

St. Petersburg

“ _____ ” _____ 20__

Federal State Autonomous Educational Institution of Higher Education “Peter the Great St. Petersburg Polytechnic University”, hereinafter referred to as the **Licensee**, represented by Elena Razinkina, Vice-Rector for Academic Affairs, acting in accordance with the Power of Attorney dated _____ № _____, and _____ hereinafter referred to as the **Licensor** (Author) have concluded this Agreement as follows.

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The **Licensor** grants the **Licensee** a non-exclusive right to use the electronic version of the Work created by him/her

(Title of the Work)

FQW (of Master’s, Bachelor’s, Specialist’s degree)/ND
to the extent established by this Agreement.

2. BASIC PROVISIONS

2.1. The **Licensor** guarantees that he/she holds intellectual rights (exclusive and non-exclusive) to the Work specified in this Agreement.

2.2. The provisions of this Agreement relate to the Work provided by the **Licensor** in the electronic form for inclusion in the stock of the Electronic Library of the Federal State Autonomous Educational Institution of Higher Education “SPbPU” (hereinafter referred to as SPbPU ELibrary).

2.3. The **Licensor** grants the **Licensee** the right to use the Work in electronic form to the SPbPU Information and Library Complex as a database producer.

2.4. The **Licensor** grants the **Licensee** a non-exclusive right to provide the SPbPU Information and Library Complex in full electronic version of the Work for temporary free use to third Parties in free access on the Internet according to the specified access modes:

Free access from the Internet	Reading	Reading, printing	Reading, printing, copying
Mark one of the three modes (yes):			

2.5. In order to include the Work in the national and international scientific circulation, the **Licensor** hereby grants the **Licensee** the right to use the Work as a source material for fulfilling applications as part of the interlibrary loan (ILL),

document delivery (DD) and electronic document delivery (EDD), provided that the application comes from a non-profit organization.

2.6. The **Licensor** provides the **Licensee** with the right to decide during the entire term of this Agreement to include the Work in whole or in part in the funds of:

- EL SPbPU
- Electronic resources of SPbPU Information and Library Complex (hereinafter, ILC SPbPU).

2.7. The procedure for depositing the electronic form of the Product and the periods for its storage are determined by the regulations for managing the electronic resources fund of the ILC SPbPU and are not related to the duration of this Agreement and the level of access provided to the Product.

3. AMOUNT OF REMUNERATION

3.1. The **Licensor** grants the **Licensee** the right to use the Work without royalty remunerations and recurring royalties.

3.2. The amount of the **Licensor's** remuneration is 0 (zero).

3.3. The **Licensor** does not pay the **Licensee** for the performance of obligations under this Agreement.

4. DURATION AND TERRITORY OF THE AGREEMENT

4.1. The **Licensor** transfers to the **Licensee** the rights to use the Work for a period of 5 (five) years with the possibility of extension and without limiting the territory.

4.2. This Agreement shall enter into force upon signature by both Parties.

4.3. The validity period of this Agreement is automatically extended for 1 (one) year, if none of the Parties has come forward with the initiative to terminate or amend it no later than 2 months before the expiration of its validity.

4.4. This Agreement may be terminated ahead of schedule at the initiative of one of the Parties with the obligatory warning of the other party at least 2 months before in the event of failure of one of the Parties to fulfill obligations under the Agreement.

4.5. The bibliographic record on the Work and related machine-readable library records created by the **Licensee** are the intellectual property of the Licensee and are used at the discretion of the **Licensee** without limitation of territory and time.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The **Licensee** undertakes to:

- provide the **Licensor** with the opportunity at any time to get acquainted with the terms of use of the Work;
- when using the Work, take measures ensuring the protection of the licensor's personal non-property rights and not make any changes to the content of the Work without the written consent of the **Licensor**, including the title, illustrations, explanations, comments, afterword, etc., except as provided for in this Agreement.

5.2. The **Licensee** is entitled to:

- require the **Licensor** to provide any necessary information about the Work;
- translate (convert, modify in any machine-readable form) a legally published Work (electronic version of the Work), which is included in full or in part into the

SPbPU EL fund, into the format used by the SPbPU Information and Library Complex for thematic collections and databases;

- create a web-based electronic version of the Work based on the work submitted in electronic form.

5.3. The **Licensor** undertakes to immediately notify the **Licensee** of the transfer of exclusive rights to the Work, including its electronic versions, to a third party to exclude claims under the terms of this Agreement;

5.4. The **Licensor** undertakes to check the procedure and conditions for using the Work at any time.

6. SETTLEMENT OF DISPUTES. RESPONSIBILITY OF PARTIES

6.1. In case of failure to fulfill or improper performance of obligations stipulated by this Agreement, the Parties are liable in accordance with the applicable law.

6.2. The **Licensor** is responsible to the **Licensee** for the accuracy of the information on the owner of exclusive copyrights. In the case of claims and actions by the actual owners of copyright to the **Licensee**, the **Licensor** is responsible in accordance with the Civil Code and the Criminal Code

6.3. The **Licensee** is responsible for copyright compliance in accordance with applicable law.

6.4. All disputes, one way or another relating to this Agreement, shall be resolved by the Parties through negotiations, and if agreement is not reached in court at the location of the **Licensee**.

7. FINAL PROVISIONS

7.1. Direct corrections to the text of this Agreement shall not be allowed and have no legal force.

7.2. At the conclusion of this Agreement, the Parties allow the facsimile reproduction of the **Licensee** signature, while the facsimile signature shall have the same force as a genuine signature.

7.3. In all other cases that are not provided for by this Agreement, the Parties shall be governed by the norms of the current legislation.

7.4. This Agreement is made in 2 copies, each of which has the same legal force.

8. ADDRESSES AND DETAILS OF THE PARTIES

Licensee:

Federal State Autonomous Educational Institution of Higher Education "Peter the Great St. Petersburg Polytechnic University"
(FSAEI HE "SPbPU")
195251, St. Petersburg,
29 Polytechnicheskaya Str.
INN 7804040077
KPP 780401001
DIFFERENT for St. Petersburg

Licensor:

(surname and initials)
DOB _____
(date, month, year)
Passport: passport series __ № _____
issued _____
(date) (issuing organization)
Domicile address

(FSAEI HE "SPbPU",
c/a 30726III45759)
o/a 40501810300002000001
BIK 044030001

Payer Bank: Northwest MD of the Bank of Russia, St. Petersburg Tel. _____

9. SIGNATURES OF THE PARTIES

On behalf of the Licensee:
Vice Rector for Academic Affairs

On behalf of the Licensor:

_____/ E. M. Razinkina /
(Signature) (Full name)

_____/_____/_____
(Signature) (Full name)

Stamp Here

LICENSE AGREEMENT № _____
on granting the right to use graduate qualification work / scientific report on the
results of scientific qualification work (dissertation) with the removal of
fragments of text that have actual or potential commercial value

St. Petersburg “ _____ ” _____ 20__

Federal State Autonomous Educational Institution of Higher Education “Peter the Great St. Petersburg Polytechnic University”, hereinafter referred to as the **Licensee**, represented by Elena Razinkina, Vice-Rector for Academic Affairs, acting in accordance with the Power of Attorney dated _____ № _____, and _____ hereinafter referred to as the **Licensor** (Author), have concluded this Agreement as follows:

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(Title of the Work)

FQW (of Master’s, Bachelor’s, Specialist’s degree)/ND
to the extent established by this Agreement.

2. BASIC PROVISIONS

2.1. The **Licensor** guarantees that he is the proper holder of intellectual rights (exclusive and non-exclusive) to the Work specified in this Agreement.

2.2. The provisions of this Agreement relate to the Work provided by the **Licensor** in the form of an electronic version of the Work for inclusion in the fund of the Electronic Library of the Federal State Autonomous Educational Institution of Higher Education “SPbPU” (hereinafter referred to as SPbPU EL).

2.3. The **Licensor** grants the **Licensee** the right to use the electronic form of the Work by the SPbPU Information and Library Complex as a database manufacturer.

2.4. The **Licensor** grants the **Licensee** a non-exclusive right to provide the electronic version of the Work to the ILC SPbPU with the removal of fragments of text that have actual or potential commercial value, for temporary gratuitous use of the Work to third Parties in free access on the Internet according to the specified access modes:

Free access from the Internet	Reading	Reading, printing	Reading, printing, copying
Mark one of the three modes (yes):			

2.5. In order to include the Work in the national and international scientific use, the **Licensor** hereby grants the **Licensee** the right to use the Work as a source material for fulfilling applications as part of the interlibrary loan (ILL), document delivery

(DD) and electronic document delivery (EDD), provided that The application comes from a non-profit organization.

2.6. The **Licensor** provides the **Licensee** with the right to decide during the entire term of this Agreement to include the Work in whole or in part in the funds of:

- EL SPbPU
- Electronic resources of the Information and Library Complex of SPbPU (hereinafter, ILC SPbPU).

2.7. The procedure for depositing the electronic form of the Product and the periods for its storage are determined by the regulations for managing the electronic resources fund of the ILC SPbPU and are not related to the duration of this Agreement and the level of access provided to the Product.

3. AMOUNT OF REMUNERATION

3.1. The **Licensor** grants the **Licensee** the right to use the Work without royalty remunerations and recurring royalties.

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- when using the Work, take measures ensuring the protection of the licensor's personal non-property rights and make no changes to the content of the Work without the written consent of the **Licensor**, including the title, illustrations, explanations, comments, afterword, etc., except as provided for in this Agreement.

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(FSAEI HE "SPbPU")
195251, St. Petersburg,
29 Polytechnicheskaya Str.
INN 7804040077
KPP 780401001
DIFFERENT for St. Petersburg

Licensor:

(surname and initials)
DOB _____
(date, month, year)
Passport: passport series __ № _____
issued _____
(date) (issuing organisation)
Domicile address

(FSAEI HE "SPbPU",
c/a 30726III45759)
o/a 40501810300002000001
BIK 044030001

Payer Bank: Northwest MD of the Bank of Russia, St. Petersburg Tel. _____

9. SIGNATURES OF THE PARTIES

On behalf of the Licensee:
Vice Rector for Academic Affairs

On behalf of the Licensor:

_____/ E. M. Razinkina /
(Signature) (Full name)

_____/_____/_____
(Signature) (Full name)

Stamp Here