

# LICENSE CONTRACT

## on granting the right to use the work

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(Name, title, organization)

hereinafter referred to as the "Licensor", on the first part, and the Educational Institution "Francisk Skorina Gomel State University", hereinafter referred to as the "Licensee", represented by the First Vice-Rector Kruk Andrej, acting on the basis of Order No. 45 from 16.01.2020, on the second part, have concluded this agreement on the following:

### Article 1. Subject of the Agreement

1.1. The Licensor grants the Licensee, free of charge, the rights to use the Works in the repository of the «Francisk Skorina Gomel State University» (hereinafter referred to as the "Repository"), in the ways stipulated by the contract.

1.2. List of Works:

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1.3 The use of the Works is carried out within the limits stipulated by this agreement.

1.4 The Agreement is a non-exclusive license agreement. The Licensee does not have the right to prohibit third parties from using the Works in the ways specified in paragraph 3 of this Agreement.

### Article 2. Obligations of the parties

2.1. The Licensee has the right to use the Works in accordance with the terms of the Agreement.

2.2. The Licensee is obliged to:

2.2.1. when using the Works, observe the personal non-property rights of the author (co-authors), taking into account the features provided for in the Contract;

2.2.2. not to make changes, abbreviations and (or) additions to the Works without the Licensor's consent.

2.3. The Licensor has the right to abandon a previously made decision on publication (reproduction) Works (right to review) under Articles 15, 17 of the Law of the Republic of Belarus "On Copyright and Related Rights".

### Article 3. Ways of using the Works

3.1. Under this Agreement, the Licensor grants the Licensee the right to use the Works in the following ways:

3.1.1. Reproduction of Works or their separate parts in any material form, including on electronic media in the form of a separate work, as part of the Licensee's databases.

3.1.2. Placing a copy of the Works in electronic form as part of the Repository in such a way that such a copy of the Works becomes available to third parties from any place of their own choice through a public telecommunication network.

Access to the Works is provided free of charge.

3.1.3. Works may be copied, quoted worldwide exclusively for non-commercial purposes in compliance with the relevant provisions of copyright law with obligatory indication of the name of the authors and the source of borrowing, copyright information must be stored on copies of Works.

#### **Article 4. Guarantees of the parties**

4.1. The Licensor guarantees:

4.1.1. The Licensor is the actual rightholder of the exclusive rights to the Works; the rights to the Works provided under this agreement were not previously transferred to third parties under an exclusive license.

4.1.2. The Works contain all references provided for by the current legislation to the cited authors and sources of publication of borrowed materials, the Licensor has obtained all necessary permissions to use materials in the Works, the copyright holder of which the Licensor does not come as.

4.1.3. The works do not contain materials that are not subject to publication in the open press, under the current legislative acts of the Republic of Belarus.

4.1.4. Licensor also guarantees that the Work do not contain defamatory statements and do not infringe the rights (including, without limitation, copyright) of other persons do not contain material or instructions that might cause harm or damage to third parties, and their publication does not lead to the disclosure of secret or confidential information (including State secrets).

4.2. The Licensee guarantees:

4.2.1. That the right to use the Works obtained by him in accordance with the contract will be exercised within the limits defined by the contract.

4.2.2. When using the Works, the personal non-property rights of the author (co-authors) will be respected.

#### **Article 5. The term and territory to which the rights are transferred**

5.1. The period during which the Licensee has the right to use the Works is equal to the period of validity of the Licensor's exclusive rights, established under with the legislation of the Republic of Belarus.

5.2. The use of the Works by posting on the global computer network Internet is carried out by the Licensee without limitation of the territory.

#### **6. Dispute Resolution**

6.1. In the case of any Licensee's third party claims (complaints, lawsuit) related to the violation of the exclusive copyright and/or other intellectual property rights when using of the works of a Licensee, the Licensor shall:

6.1.1. Immediately after receiving the notification of the Licensee to take action to resolve disputes with third parties, if necessary, to join the trial on the side of Licensee and shall take all dependent actions in order to prevent Licensee from the defendants.

6.1.2. Reimburse the Licensee for the court costs incurred and losses paid by the Licensee to a third party in connection with the violation of copyright and other intellectual rights.

6.2. All disputes and disagreements that may arise between the parties will be resolved through negotiations in accordance with the current legislation of the Republic of Belarus.

6.3. In case of non-settlement of disputed issues during negotiations, disputes are resolved in court, established in accordance with legislation of the Republic of Belarus.

#### **Article 7. Final Conditions**

7.1. In everything else that is not provided for in this agreement, the parties are guided by the current legislation.

7.2. Any changes and additions to this agreement are valid, provided that they are made in writing and signed by the parties.

7.3. The Contract may be terminated by written agreement of the Parties.

7.4. The Agreement is drawn up in two copies, one for each of the parties.

## Article 8. Addresses and details of the parties

### LICENSEE:

«Francisk Skorina Gomel State University  
Gomel, Republic of Belarus»  
246019, г. Гомель, ул. Советская, 104  
UNP 400011099

Tel. +375 232 51-02-92

Fax. +375 232 57-81-11:

### LICENSOR:

Last name, first name, patronymic: \_\_\_\_\_

Date, month, year of birth: \_\_\_\_

Passport \_\_\_\_\_

(series, number, issued by whom and when)

Identification number \_\_\_\_\_

The address of the place of residence with the postal code: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

## 9. Signatures of the parties

First Vice-Rector \_\_\_\_\_ A.V.Kruk

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(Signature, Full Name)