

**Sample licensing agreement  
for the use of the work under open access conditions No. \_**

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“ \_\_\_ ” \_\_\_\_\_

\_\_\_\_\_ (name of the author, co-authors), who is the author(s) of the work \_\_\_\_\_ (title of the work) (hereinafter — the Work), hereinafter referred to as the Licensor(s), on the one hand, and \_\_\_\_\_ represented by \_\_\_\_\_ (position, full name), acting on the basis of the Statute, hereinafter referred to as the Licensee, for the purpose of publishing the Work in \_\_\_\_\_ (name of the scientific periodical) (hereinafter — the Periodical), which is published by \_\_\_ (indicate the name of the Publisher — the institution of the NAS of Ukraine), taking into account that this agreement is a license agreement concluded in accordance with the Articles 48, 50, 51 of the Law of Ukraine “On Copyright and related rights” and Art. 444, 1107—1110 of the Civil Code of Ukraine agree as follows:

**1. Subject of the agreement**

1.1. The Licensor(s) grant(s) permission to the Licensee to produce and publish a copy of the Work in electronic (digital) and/or other form in \_\_\_ (name of the Publication), published by \_\_\_\_\_ (indicate the name of the Publisher — institution of the NAS of Ukraine), pursuant to the rules of publishing in \_\_\_ (name of the Periodical) specified by the Licensee.

Licensor(s) affirm(s) that (s)he/they have not granted and will not grant permission to produce and publish a copy of the Work to another publisher; the ownership of the Work has not been transferred to other persons, and license to use the Work has not been granted to other persons.

1.2. The Licensee performs editorial and publishing handling of the Work’s manuscript and brings the published Work to the public by placing a copy of the published Work in electronic (digital) form on the Periodical’s web resource and providing interactive access to the Work on the Internet or other interactive networks.

1.3. The use of the manuscript of the Work during the editorial and publishing handling of the Work, publication of the Work, as well as the use of the published copy of the Work by the Licensor(s) and users is performed under the terms of the Creative Commons open access license (hereinafter the CC License), the type of which is determined by the Regulations on the Open Science at the NAS of Ukraine, approved by the order of the Presidium of the NAS of Ukraine dated 12.06.2024 No. 350, namely<sup>1</sup>:

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<sup>1</sup> Specify the type of CC license in accordance with the recommendations listed in Appendix 4 to the Regulation on the use of intellectual property objects in the NAS of Ukraine, approved by the order of the NAS of Ukraine dated January 16, 2008 (as amended).



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Derivatives 4.0 International

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1.4. Types of use of the Work are determined by the CC License specified in Clause 1.3 of this Agreement.

1.5. The territory of use of the Work is defined as the whole world.

1.6. The CC License granting term is the term of duration of validity of intellectual property ownership of the Work.

1.7. The Licensee has the right to enter into sub-licensing publishing agreements regarding the production and publication of a copy of the Work with other persons if this is necessary for the publishing of the Work in the Periodical or publishing of the Work in other countries.

## 2. Disclaimer

2.1. Licensor(s) claim(s) that:

a) manuscript of the Work:

— is original, (s)he (they) is (are) the author (co-authors) of the Work;

— is read and approved by all the authors specified in the Agreement. Only contributors who made a significant contribution to the manuscript are listed as authors. The order of authorship indicated in the manuscript was approved by all authors;

— has not been published previously;

— has not been submitted for consideration to any other scientific journal (periodical), and it also will not be submitted for consideration to another scientific journal (periodical) during consideration of the Work in the Periodical; The Work was not made available to the public before the date of submission of the manuscript of the Work to the Periodical;

— does not contain information with restricted access — confidential, secret, and official information, in particular, state secrets, commercial secrets, know-how;

— does not contain false or illegal statements;

b) during the creation of the Work, the Licensor did not violate the intellectual property rights of other persons. If the Work contains works (their excerpts) created by other persons, the Licensor has used such works in compliance with the law and the rules of citation;

c) if the Work is the employee's work, the Licensor's employer granted him (her) the right to enter into a license agreement with the Publisher for the use of the Work for the purpose of publication;

d) if the Licensor's employer has established the procedure for reviewing the employee's works before their publication, the Licensor has agreed to publish the Work according to the procedure established by the employer;

e) there is no conflict of interest. If there is a conflict of interest, the Licensor is obliged to inform the editorial board of the Periodical about any private interest that could affect the presented results or their interpretation.

### 3. Other conditions

3.1. The copy of the Work confirmed by the Licensee and the Licensor(s) and accepted for publication is an integral part of this Agreement.

3.2. Amendments to the Work during editorial and publishing handling of the manuscript of the Work are made by the Licensee in agreement with the Licensor(s).

3.3. If the Work is meant to be published along with a reference to the research data needed to confirm the research results presented in the Work — the Agreement specifies a hyperlink (Digital Object Identifier hereinafter — DOI) to such data in the open access information resource, namely:

name of the research data \_\_\_\_\_;

hyperlink to the location of the research data \_\_\_\_\_.

3.4. When referencing a published Work, the Licensor(s) shall provide a hyperlink to the electronic copy of the published Work by indicating the DOI.

3.5. If the type of license specified in Clause 1.3 of this Agreement does not intend to grant the right for derivative works distribution, the editorial policy of the Periodical may provide the rules for the distribution of translations of the Work in languages other than the language of the published Work and the Licensee has the right to grant a public license for the distribution of the Work translation or to enter into sublicensing agreements regarding the distribution of the translation of the Work.

3.6. If the type of license specified in Clause 1.3 of this Agreement provides the use of the Work only for non-commercial purposes and the Licensee receives requests from persons regarding the use of the Work for commercial purposes, the Licensee has the right to enter into sublicense agreements with the specified persons regarding the use of the Work for commercial purposes.

3.7. This contract implies no payment, except for cases when publishing the Work in periodicals published in foreign countries or other use of the Works or contracts between the Licensee and publishers or other persons include the payment of a monetary reward for the use of the Work; the conditions and procedure for payment of such monetary reward to the Licensor are being determined by an addendum to this Agreement.

3.8. In the copy of the published Work, after the copyright sign, the Licensee is indicated as the publisher of the Work, or the publisher of the Work, who has been granted the right to publish the Work and to indicate the publisher in the copyright sign by the institution of the NAS of Ukraine, based on a sublicensing publishing agreement.

3.9. According to the Law of Ukraine “On the Protection of Personal Data”, the Licensor(s) give(s) consent to the Licensee for processing and providing third parties with their personal data to conclude and execute this Agreement and for the Licensee to fulfill its obligations established by current legislation. The list of personal data of the Licensor, to which open access is provided and which are included in the metadata, and the terms of use of personal data are determined by the Periodical’s policy on the use of personal data, posted on the Periodical’s web resource.

The Licensor(s) confirm(s) that they have been notified (without additional written notification) of the rights established by the Law of Ukraine “On the Protection of Personal Data” and they understand them clearly.

3.10. The parties determine that in the case of the creation of the Work by co-authors, \_\_\_\_\_ (name of the co-author) is the only contact person during the publishing and editorial

processing of the Work and is responsible for interaction with other co-authors regarding the processing of the Work during preparation for publication.

#### 4. Liability of the parties

4.1. The parties agree to fulfill the terms of this Agreement properly.

4.2. The licensor (co-authors) is liable for the violation of copyright, information rights, and for disclosure of information with limited access.

4.3. All disputes that may arise between the Parties will be resolved through negotiations based on the current legislation of Ukraine and business practices. If disputes are not resolved through negotiations, they shall be adjudged.

#### 5. Duration period of the Agreement and its termination

5.1. The Agreement is effective from the date of its signing and is concluded for the period of validity of intellectual property rights to the Work.

If the Agreement is concluded, but the Work was not accepted for the publication based on the results of the review, the Agreement shall be considered terminated from the date the Licensee sends the notification about the rejection of Work for publication to the Licensor's e-mail address.

#### 4. Requisites and signatures of the parties

Licensee	Licensor
Address: _____	Address: _____
Settlement account	Passport _____ No. _____
Bank:	Issued
MFO (sort code)	Date of issue
EDRPOU (United State Register of Legal Entities, Individual Entrepreneurs and Public Organizations of Ukraine)	ID-number

Licensee	Licensor
_____	_____

(official seal)

*(Should be filled out and signed by all co-authors of the Work, or by one of the co-authors on behalf of all by written authorization)*