

License agreement OP&PM № _____ / _____

Made this _____ day of _____ 20____, in the city of Moscow, RF, between **OOO ``Redaktziya zhurnala ``Obozrenie prikladnoi i promyshlennoi matematiki'''' (OP&PM Editorial, LLC)**, hereinafter referred to as the ``Publisher'', a limited liability company incorporated under the laws of the Russian Federation, INN/KPP 7706000990/770601001, State reg. №. 1037739409663, with its statutory seat at 42/44 Mytnaya Street, 115162 Moscow, RUSSIAN FEDERATION, on the one hand, and

(full name of all authors)

hereinafter referred to as the ``Author'' (``Co-authors''), on the other hand, jointly referred to as the ``Parties'',

taking into account, that according to the Agreement of the founders of the journal ``**Obozrenie prikladnoi i promyshlennoi matematiki'' (ISSN 0869-8325)** as of September 30, 1999, OP&PM Editorial is the publisher of the original version of the journal ``Obozrenie prikladnoi i promyshlennoi matematiki'',

Publisher and Author Redaktziya do hereinafter agree to the following provisions of the present License agreement (hereinafter, the Agreement) as follows:

CLAUSE 1. SUBJECT OF THE AGREEMENT

1.1. As for the effective date of this Agreement the Author (Co-authors) acting as the owner of author rights for the scientific work

(title of the work)

(hereinafter, the Article), shall transfer to the Publisher for the period of life of this Agreement an exclusive license for usage of the Article or its part, created by the Author (Co-authors), in the form which is approved and accepted for publishing in Russian, English, German or French languages in the journal ``Obozrenie prikladnoi i promyshlennoi matematiki'' for the maximal period prescribed by the Law of the Russian Federation.

1.2. For the purposes of the present Agreement the following definition will be adopted in addition to those set forth above:

USAGE OF THE ARTICLE:

- reproduction of the Article or its certain part in Russian or other languages in any material form, including print or electronic form, as a part of journals and/or databases of the Publisher and/or third parties at own discretion of the Publisher (electronic record of an excerpt of Article, including record into computer memory, shall be also considered to be reproduction);
- distribution of the Article or its certain part in any media in Russian and other languages all over the World as a certain part of Article and/or as a part of journals and/or databases of the Publisher and/or third parties at the own discretion of the Publisher;
- bringing the Article or its certain part to the public knowledge in such a way that any person can get access to the Article in any place and at any time at one's own discretion (including via the Internet);
- translation of the Article into English (if the Article is written in another language);
- translation of the Article into Russian (if the Article is written in another language);
- sub-licensing (issue permission for the usage of the Article or its certain parts by the publisher of the translated version of the Journal) without additional notification of the Author (Co-authors).

1.3. Other rights, which have not been delegated to the Publisher under the present Agreement, shall be remain with the Author (Co-authors), other copyright holders.

1.4. The rights as described in this Section of the Agreement are delegated by the Author (Co-authors) to the Publisher on free of charge basis. A royalty should be paid to the Author (Co-authors) on the base of an agreement between the Publisher and the publisher of the translated version of the Journal. In this case the remuneration to the Author (Co-authors) is paid in the amount and in accordance with the agreement of the Publisher and the publisher of the translated version of the Journal.

CLAUSE 2. OBLIGATIONS AND RIGHTS OF THE AUTHOR (CO-AUTHORS)

2.1. The Author (Co-authors) shall:

2.1.1. guarantee that they are copyright holders of the exclusive rights to the Article; that the rights, granted to the Publisher under the present Agreement, have not been transferred by the Author (Co-authors) before and will not be transferred during the life of the Agreement to any third parties;

2.1.2. guarantee that the Article is an original work, presented for consideration only to the Journal, and the Author (Co-authors) did not publish the Article before in any other printed and/or electronic publications in Russian or other languages;

2.1.3. guarantee that the Article has not been created in the course of execution by the Author (Co-authors) of an order from any employer and it is not a part of work created under a contract, nor is it a work for hire;

2.1.4. guarantee that the Article contains all the references, provided for by the actual legislation regarding copyright, to the cited authors and sources of publishing of borrowed content, herewith the Author (Co-authors) has obtained all necessary permissions for usage in the Article of the results, facts and other borrowed content of which the Author (Co-authors) is not the copyright holder(s);

2.1.5. represent a manuscript of the Article to the Journal's editorial office according to the Rules for Authors published on the page of the Journal on the Publisher website;

2.1.6. in the course of preparation of the Article for publishing:

- observe the requirements of the Publisher and the Editorial Board of the Journal;

2.1.7. not publish the Article in other print and/or electronic media and not distribute it without the written consent of the Publisher;

2.1.8. use the electronic copy of the Article handed over to the Author exclusively for personal usage.

2.1.9. provide information to the Publisher which is necessary to pay remuneration for the usage of rights Author (Co-authors) for their scientific work in the translated version of the Journal, if any, based on agreement between the Publisher and the publisher of the translated version of the Journal.

2.2. The Author (Co-author) has the right:

2.2.1. to use print and electronic forms of the Article or its part published in the Journal in any form, such usage being exclusively personal, professional and non-commercial one;

2.2.2. to specify the Digital Object Identifier of the Article;

2.2.3. to use certain materials from the Article in a book written by the Author (Co-authors).

CLAUSE 3. OBLIGATIONS AND RIGHTS OF THE PUBLISHER

3.1. The Publisher shall:

3.1.1. provide scientific, copy-edting and technical editing of the Article, production and/or processing of the illustrating material, product printed and electronic camera-ready copies, reproduce and distribute the Article in the hard copy and electronic forms according to the terms of the present Agreement;

3.1.2. coordinate with the Author (Co-authors) amendments introduced into the Article, taking account of the terms of the present Agreement;

3.1.3. provide to the Author (Co-authors) galley proofs of the Article and introduce into it reasonable changes and alterations of the Author (Co-authors), taking account of the terms of the present Agreement; the absence of the Author's (Co-authors') galley-proofs in the prescribed time makes it possible to publish Article without changes and alterations.

3.2. The Publisher has the rights:

3.1.1. in the case of a subsequent permitted usage of the Article (including any of its part or extract) by the Author (Co-authors and/or third party) to demand from such parties a reference to the Journal, the Author (Co-authors), the title of the Article, the volume and issue of the Journal and the year of publishing indicated in the Journal, as well as the Digital Object Identifier of the Article;

3.1.2. at their own discretion to place in mass media and other media sources (including the Internet) preliminary and/or advertisement information about the expected publishing of the Article;

3.1.3. to place the whole text of the Article or its parts on the Publisher site pending its final publishing;

3.1.4. to set their rules (terms) for accepting and publishing materials in the Journal as adopted by the Journal (an exclusive right to select and/or reject materials sent to the editorial office with a purpose of their publishing shall belong to the Editorial Board of the Journal);

3.1.5. to use the Article at their own discretion in any way within the terms of the present Agreement.

CLAUSE 4. TERMINATION

This Agreement shall remain in force for the maximal period prescribed by the Law of the Russian Federation or on the date of declining the Article by the Editorial Board of the Journal, what happens earlier. If the Article accepted for publication by the Editorial Board of the Journal will not be published in the Journal during 5 (Five) years starting from the date of the present Agreement, all the rights returns to the Author (Co-authors) what terminates the present Agreement.

CLAUSE 5. APPLICABLE LAW AND ARBITRATION

5.1. The principles of the present Agreement shall be exclusively governed by the laws of the Russian Federation.

5.2. The Parties have agreed that the reproduction of the text of the present Agreement and signatures of the Parties on the present Agreement or other documents connected with its conclusion with the use of means of mechanical, electronic or other forms of copying of the personal handwritten signature and text of the Agreement shall be allowed and recognized. The reproduced text and signature of a Party shall be of the same force as the original signature of the Party or the original document.

5.3. The present Agreement shall be an agreement of adhesion (offer), the terms of which shall be determined by the Publisher, and such an agreement can be signed by another party only in a way of adhesion to the present Agreement in general. Sending the manuscript of the Article by the Author (Co-authors) for publishing in the Journal, and the fact of signing the Agreement shall be considered to be a consent of the Author (Co-authors) to publish the Article in accordance with to the terms of the Agreement.

5.4. Hereby the Author (Co-authors) gives their consent to processing their personal data specified in Section 8 of the Agreement, according to the Federal Law No. 152-FZ of 27.07.2006 ``On Personal Data''.

5.5. In case of demands (claims, complaints) brought by a third party to the Publisher and connected with violation of exclusive copyrights and/or other rights to intellectual property of a third party during the usage of the Article by the Publisher, or in connection with the conclusion of the present Agreement by the Author (Co-authors), the Author (Co-authors) shall:

5.4.1. immediately upon receiving a notice from the Publisher, postal stamp being decisive, take steps for settlement of disputes with the third parties and, if necessary, initiate the legal procedures in favor of the Publisher, and take all actions to exclude the Publisher from the list of defendants;

5.4.2. indemnify the Publisher any legal costs, expenses and losses caused by pre-award relief and enforcement of the court decision, as well as amounts that shall be paid out to a third party by the Publisher for violation of the exclusive copyrights or other rights to intellectual property, and other damages, incurred by the Publisher due to the non-observance of the terms of the present Agreement by the Author (Co-authors).

5.5. All disputes arising in connection with this contract shall be settled by direct discussions between the parties. Should such discussion lead to no conclusion, any dispute, controversy, or claim arising out of

the present Agreement or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the arbitration procedure. The decision of the arbitration shall be binding and final on both parties. The parties shall not refer to any other courts of law.

CLAUSE 6. OTHER

None of the parties to this Agreement shall be liable for failure to carry out terms of this contract to the extent that such failure shall be attributable to restrictions imposed by any domestic or foreign governments, acts of war, floods, strikes, lockout, military operations, or other conditions beyond the control of the parties.

CLAUSE 7. CHANGES

7.1. Any changes to this contract may be made only by the concurrence of Publisher and the Author (Co-authors) and will become effective only by written document describing those changes and signed by our authorized representatives.

7.2. This contract has been prepared in the English language and two copies have been signed, one copy for each party.

CLAUSE 8. Details and signatures of the Parties

PUBLISHER

AUTHOR

ООО "Редакция журнала "Обзор прикладной и промышленной математики""

INN/KPP 7706000990/770601001

State reg. №. 1037739409663

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Should be filled in English by typewriter or may be handwritten in capitals. The form should be mailed to the address
Room 1002, 47 Nakhimovskii Ave., Moscow 117418, RF

Name (Surname) _____

Given name(s) _____

Present nationality _____

Passport or any other identification document

No _____

Name of issuing country or authority _____

Issued on _____ in _____

Address for correspondence

_____ Telephone* _____

E-mail _____

* Obligatory

FOR PUBLISHER _____

FOR AUTHOR _____

Title _____

Place _____

Date _____

Date _____

Stamp

PUBLISHER

CO-AUTHOR

Should be filled in English by typewriter or may be handwritten in capitals. Please, duplicate for every co-author

ООО "Redaktziya zhurnala "Obozrenie prikladnoi i promyshlennoi matematiki""

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Name (Surname)_____

Given name(s)_____

Present nationality_____

Passport or any other identification document

No_____

Name of issuing country or authority_____

Issued on_____in_____

Address for correspondence

_____Telephone*_____

E-mail_____

* Obligatory

FOR PUBLISHER_____

FOR AUTHOR_____

Title_____

Place_____

Date_____

Date_____

Stamp