

LICENSE AGREEMENT

№ _____

Date _____ 20____

The Editorial Board of the scientific periodical “Artificial Intelligence” “Shtuchnyi Intelekt” of the Institute of Artificial Intelligence Problems of the Ministry of Education and Science of Ukraine and the National Academy of Sciences of Ukraine hereinafter referred to as the “Licensor”, acting on the basis of Statute, has designed the License Agreement:

1. DEFINITIONS

As used herein:

Work means a scientific article proposed by the Licensor for publication in a scientific journal;

Licensor means the authors/author, who own(s) the exclusive copyright to the Work;

Non-exclusive license means a license that grants to the Licensee the right to use the intellectual property, but means that the Licensor remains free to exploit the same intellectual property and to allow any number of other Licensees to use the same intellectual property. The Parties are the Licensee and the Licensor. Other terms used in the Agreement are defined in accordance with the current legislation of Ukraine.

2. RECITALS

2.1. The Licensor grants the Licensee a non-exclusive license to use the Work for the purposes specified in this Agreement.

2.2. Licensor hereby grants to Licensee the right to:

- reproduce the Work;
- use the Work as a part of journals, collections, monographs, etc.;
- distribute the Work;
- display the copyrighted work to the public in such a way that its representatives can access the Work anytime, in any place.

2.3. The Licensor has the right to use the Work and grant a non-exclusive license to third parties.

3. ACCEPTANCE

3.1. For Licensors who had not submitted their Work for publication in a scientific periodical before the publication of this Agreement on the official website, the full and unconditional acceptance of the terms of this Agreement is proved by the fact that Licensor submitted the Work by e-mail or via data storage devices directly to the editorial office, etc. From the time of submission of the Work for publication, the Licensor automatically accepts the terms of this Agreement, and the Agreement is considered concluded without signing. The date of conclusion of this Agreement is the date of submission.

3.2 For Licensors who had submitted their Work for publication in a scientific periodical by the time of publication of this Agreement on the official website, the full and unconditional acceptance of the terms of this Agreement is proved by:

- no raised objection to the terms of this Agreement (passive acceptance) within thirty days from the date of publication of this Agreement. Otherwise (objections to the terms of this Agreement) the objection must be submitted to the Licensee as a written notice within thirty days from the date of publication of this Agreement;
- the fact that the Licensor has submitted a new Work for publication in the periodical by e-mail or via data storage devices directly to the editorial office, etc.

In either case, the Agreement is considered concluded without signing. The date of conclusion of this Agreement is the date of publication of this Agreement.

3.3. At the written request of the Licensor, the Licensee shall provide a stamped written form of the Agreement.

4. RIGHTS OF THE PARTIES

4.1. Licensor has the right to:

4.1.1. Inform the Licensee either orally or in writing about the identified defects of the Work and take measures to eliminate them.

4.1.2. In the event of infringement of copyright and related rights as well as the violation of this Agreement, prohibit the use of the Work (suspend the license under this Agreement) by the Licensee until the violation is eliminated.

4.1.3. Considering legal requirements, determine the amount of information that constitutes a trade secret or is confidential, and oblige the Licensee not to disclose this information.

4.2. The Licensee has the right to:

4.2.1. Use the Work in the manner provided for in paragraph 2.2 of this Agreement.

4.2.2. Grant sublicenses to another party solely in the field specified by this Agreement.

4.2.3. Make requests, receive the necessary information and documents related to the subject of the Agreement and stored by the Licensor.

5. OBLIGATIONS

5.1. The Licensor Obligations:

5.1.1. Grant permission for the use of Work.

5.1.2. Upon receipt of a request from the Licensee, the Licensor should promptly provide information and documents related to the subject of the Agreement and mandatory for fulfilling the terms of Agreement.

5.1.3. Upon receipt of a request from the Licensee, the Licensor should participate in processes necessary to comply with the terms of the Agreement, which require such participation by the Licensor.

5.2. The Licensee Obligations:

5.2.1. Use the Work under the conditions specified in this Agreement.

5.2.2. Do not disclose any information that constitutes a trade secret or is confidential information.

5.2.3. Adhere to the personal non-property rights of the Licensor.

6. TERM OF AGREEMENT

6.1. The date of Agreement conclusion shall be defined according to the paragraph 3 of this Agreement

6.2. The Agreement shall be concluded for an indefinite period.

6.3. This Agreement shall be published on the official website of the periodical.

7. LIABILITY OF THE PARTIES

7.1. The Licensor states that at the time of signing this Agreement, he/she is unaware of the rights of people who may be violated by the granting of this License.

7.2. In the event of non-performance or improper performance of the obligations under this Agreement, the Licensor has the right to suspend performance of its obligations under the Agreement.

7.3. If the Licensee frequently violates the terms of the Agreement, the Licensor has the right to terminate the Agreement unilaterally with 30 (thirty) days prior written notice to the other Party.

8. ARBITRATION

8.1. The Parties agree to resolve any dispute through negotiations.

8.2. If it is impossible to resolve the dispute through negotiations, the dispute may be referred to court.

9. FORCE MAJEURE CLAUSES

9.1. The Parties shall not be liable for non-performance or improper performance of the terms of the Agreement in case of force majeure.

9.2. Upon termination of such circumstances, the Party that has not fulfilled its obligations under the Agreement shall fulfill them within the time limits for which the fulfillment of obligations has been suspended.

9.3. The Party may not refer force majeure events if they commence at the time of the delay in performance.

10. OTHER TERMS AND CONDITIONS

10.1. If the location and/or account details have changed, the Party shall notify the other Party within 10 days from the date of such changes.

10.2. Any modifications and additions to this Agreement shall be valid if made in writing and signed by the Parties.

10.3. In any issues not stipulated herein, the Parties shall be guided by the current law of Ukraine.

CONTACTS AND ACCOUNT DETAILS

Licensee
Address:

Account details _____

Bank: _____

Interbranch settlement system _____

Code _____

Signature _____

Licensor
Address:

Passport No _____

Authority _____

Date of issue _____

Personal No _____

Signature _____

(To be filled in and signed by all co-authors of the Work, or by one of the co-authors on behalf of all authors by written order)