**License Agreement No. \_\_\_\_\_\_\_\_**

Moscow "\_\_\_" \_\_\_\_\_\_\_\_\_ 202\_\_\_

Limited Liability Company “PRACTICAL MEDICINE” (hereinafter referred to as the “Licensee”), presented by its general director Alexei S. Golenev, acting on the basis of the company charter, acting as the founder and publisher of the journal “Annals of Critical Care” with ISSN 1726-9806 (hereinafter referred to as the Journal), hereinafter referred to as the “Licensee”, on the one hand, and

corresponding author (hereinafter referred to as the "Licensor") \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

representing the authors of the article “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”

(hereinafter referred to as the "Work"), on the other hand, have concluded this agreement (hereinafter - the "Agreement") as follows.

**1. The Subject of the Agreement**

1.1. Under this Agreement, the Licensor grants the Licensee the exclusive right to use the "Work", to the extent specified by the Agreement and for the period specified by the Agreement.

1.2. The Licensor guarantees that he holds exclusive copyright in the Work transmitted to the Licensee.

**2. Rights and Obligations of the parties**

2.1. The Licensor grants the Licensee the following rights for the entire duration of the exclusive rights to the Work:

2.1.1. the right to reproduce the Work (publication, publication, duplication, duplication or other reproduction of the Work) without limiting the circulation of copies. Moreover, each copy of the Work must contain the name of the author of the Work;

2.1.2. the right to distribute the Work in any way throughout the world;

2.1.3. the right to post a work in electronic form on the Journal website;

2.1.4. the right to translate the work into any foreign languages;

2.1.5. the right to be made public;

2.1.6. the right to use metadata (title, name of the author (copyright holder), abstracts, bibliographic materials, etc.) with regards to the Works by disseminating and making available to the public, processing and systematization, as well as inclusion in various databases and information systems on the Internet in the public domain;

2.1.7. the right to assign on contractual terms the rights partially or fully obtained under this agreement to third parties without paying a fee to the Licensor.

2.2. Other rights not expressly granted to the Licensee under this Agreement, including patent rights to any processes, methods or methods, etc. described by the Licensor in the Work, as well as trademark rights, are reserved by the Licensor and other copyright holders.

2.3. The Licensee agrees to comply with the copyright laws and rights of the Licensor provided for by applicable law, as well as to protect them and to take all possible measures to prevent copyright infringement by third parties.

2.4. The territory in which the use of the rights to the Works is allowed is not limited.

2.5. The Licensor also provides the Licensee with the right to store and process the following personal data without time limit with regards to all Authors of the Work:

• Full Name;

• Date of Birth;

• information about education;

• information about the place of work and position;

• information on the availability of published works of literature, science and art;

• ORCID and data incorporated in such ORCID

Personal data is provided for their storage and processing in various databases and information systems, their inclusion in analytical and statistical reporting, the creation of reasonable relationships between objects of works of science, literature and art with personal data, etc.

The Licensee has the right to transfer the specified data for processing and storage to third parties subject to notification of such a fact with the provision of information about the third party (name and address) to the Licensor.

Revocation of consent to the storage and processing of personal data is carried out by the Licensor by sending a written notice to the Licensee.

**3. Warranties and liability of the Parties**

3.1. At the time of signing this Agreement, the Licensor guarantees that he has exclusive copyright to the Work transmitted to the Licensee, that at the time of granting the Licensee the right to the Work, s/he has not given any instructions that would conflict with the rights transferred to the Licensee under the Agreement.

3.2. The Licensor guarantees that this Work has not been transferred to anyone before the contract for reproduction and other use.

3.3. The licensor guarantees that the Work does not contain copyright material, the copyright holder of which it is not. If the Work includes copyrighted material, the copyright holder of which is another person, the Licensor undertakes on his own and at his own expense to obtain all necessary rights to use this material in the Work and bear property liability related to the unlawful use of copyrighted works in the Work the right of materials owned by other authors or other copyright holders. The Licensor undertakes to release the Licensee from liability for all claims of third parties caused or caused by any violation of the above warranties and obligations.

3.4. The licensor confirms that s/he has read and understood the instructions for the authors, as well as the publication ethics for the authors and typical examples of violations (including plagiarism, multiple submission, incorrect authorship and other examples of malpractice).

3.5. In case of detection in the Work any materials not copyrighted by the Licensor, as well as other violations in accordance with clause 3.4. The Licensor may be refused to publish the Work. If, at the time of detection of such material or violations, the Work has already been published, it can be withdrawn (retracted) or completely removed from the electronic version, in accordance with international and national guidelines and recommendations for ethical publication in peer-reviewed journals (including https://publicationethics.org and https://rasep.ru/sovet-po-etike/deklaratsiya).

3.6. The Licensee is not responsible for the content of the Work. In the event of disputes regarding the rights to a work, the Licensor fully assumes the settlement of these disputes and bears moral and material liability.

3.7. The parties bear, in accordance with the current legislation of the Russian Federation, property and other legal liability for failure to fulfil or improper performance of their obligations under this Agreement.

3.8. A Party that improperly performed or failed to fulfil its obligations under this Agreement shall be obliged to indemnify losses incurred by the other Party, including lost profits.

**4. Confidentiality**

4.1. The terms of this Agreement and its supplementary agreements are confidential and not subject to disclosure.

**5. Final provisions**

5.1. All disputes and disagreements of the Parties arising from the terms of this Agreement shall be settled by negotiation, and if they are unsuccessful, these disputes shall be settled in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement shall enter into force upon signature by both Parties of this Agreement.

5.3. This Agreement is valid until the Parties fully fulfil their obligations under it.

5.4. Termination of this Agreement is possible at any time by mutual agreement of the Parties, with the obligatory signing by the Parties of the corresponding agreement on this.

5.5. Termination of this Agreement unilaterally is possible in cases provided for by applicable law, or by a court decision.

5.6. Any changes and additions to this Agreement shall enter into force only if they are made in writing and signed by both Parties to this Agreement.

5.7. In all that is not provided for by this Agreement, the Parties are guided by the norms of the current legislation of the Russian Federation.

5.8. This Agreement is made in duplicate, having the same content and equal legal force, one for each of the Parties.

**6. Details of the Parties**

 **Licensor:**

(Full name) \_\_\_\_\_\_\_\_\_\_\_\_\_

date of birth,

Passport number

Date of issue

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

Tel

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature Licensor)

**Licensee:**

Limited Liability Company “PRACTICAL MEDICINE”

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signature Licensee:

General Director, A.S. Golenev