

LICENSE AGREEMENT

c. Kiev

« __ » _____ 2022

Bogomolets National Medical University who is the founder and publisher of Ukrainian Scientific Medical Youth Journal (hereinafter the “Licensee”) represented by of its Rector Iurii Kuchyn, acting of the basis of the Charter, on the one side, and the Author (co-authors) (hereinafter the “Licensor”), on the other side, hereinafter collectively referred to as the “Parties” and each the “Party”, enter into this License Agreement (hereinafter the “Agreement”) and hereby agree as follows.

Definitions

When used in this Agreement, the following terms have the meanings indicated below:

work – a scientific article submitted by the Licensor to be published in „ Ukrainian Scientific Medical Youth Journal ”(ISSN 2311-6951, eISSN 1996-353X);

licensor – an author (co-authors) owning the exclusive copyright to the work;

licensee – a person to whom the license to use the work is granted;

other terms, used in the Agreement, have the meanings set forth in the current legislation of Ukraine.

1. Subject Matter of the Agreement

1.1. The Licensor grants to the Licensee the right to use the work, written in Ukrainian or English, as provided in clause 3 of the Agreement under terms and conditions specified herein.

1.2. The license is deemed granted to the Licensee upon execution of the Agreement.

2. Licensor Warranties

2.1. The Licensor warrants that:

2.1.1. s/he is an author (co-author) of the work;

2.1.2. s/he owns the exclusive copyright to the work as s/he assigns to the Licensee;

2.1.3. s/he owns the sole property rights to the work at the time the Agreement is executed;

2.1.4. s/he has not granted the copyright or given licenses to use the work to other parties before the Agreement is executed;

2.1.5. the work is original;

2.1.6. the work has not been made public and (or) previously published elsewhere and will not be published in any other edition prior to its publication by the Licensee;

2.1.7. s/he has not infringed any intellectual property rights of other persons; if the work contains materials of other persons, except in cases of citation in amount justified by scientific, informational or critical nature of the work, their use is performed by the Licensor in compliance with the current legislation of Ukraine;

2.1.8. s/he has obtained all necessary permissions for the use of materials protected by the copyright legislation of Ukraine in the work;

2.1.9. the work does not contain information prohibited for an open publication in accordance with the current legislation of Ukraine, and its printing and (or) distribution by the Licensee will not lead to the disclosure of information with limited access (confidential, secret, official);

2.1.10. the work is not a derivative work, a remaking, an adaptation of another work;

2.1.11. the work contains proper citations including the name of the work's author and the source being referred;

2.1.12. the work contains no plagiarism;

2.1.13. the work contains no information and (or) data, the publication of which may result in any legal liability;

2.1.14. s/he is not a plaintiff (defendant) in cases involving the copyright to the work at the time the Agreement is concluded;

2.1.15. the work has not been created under an employment agreement (art. 429 of the Civil Code of Ukraine), it is not a «course-of-duty work» (art. 1 of the Law of Ukraine “On Copyright and Related Rights”);

2.1.16. the work has not been created to order of another person (art. 430 of the Civil Code of Ukraine).

3. Licensee Rights

3.1. The Licensor grants the Licensee the following rights:

3.1.1. to publish the work first;

3.1.2. to reproduce the work: publication in “Ukrainian Scientific Medical Youth Journal” (hereinafter – the Journal) in Ukrainian or English, promulgation, duplication, copying or other replication without circulation limits with mandatory attribution to the Licensor name;

3.1.3. to edit or change the work in a way that does not affect its overall idea and content;

3.1.4. to reproduce the original work with due regard to paragraph 3.1.2 in any form, including the electronic one, and in any quantity of copies;

3.1.5. to translate the abstract from the original language into English or Ukrainian;

3.1.6. to distribute the original work with due regard to paragraph 3.1.2 in any means;

3.1.7. to make the work public, including posting the whole work or a part of it on the Internet (on the website of the Journal, scientific libraries, other informational resources, and databases);

3.1.8. to perform electronic and printing publishing of the work;

3.1.9. to enter into a sublicense agreement.

4. Rights and Obligations of Parties

4.1. The work is used under the name of the Licensor.

4.2. The Licensor transfers to the Licensee the work that meets the requirements of content, volume, formatting, and submission published on the website of the Journal (<http://mmj.nmuofficial.com/index.php/journal>).

4.3. The Licensee is bound to adhere to the Licensor's copyright set forth by the current legislation of Ukraine.

4.4. The Licensor has the right to use the work in whole or in part for educational and scientific purpose; in any case the bibliographic reference to the work (its part) published in the "Ukrainian Scientific Medical Youth Journal" and the hyperlink to its electronic copy posted on the website of the Journal are mandatory.

4.5. The Licensee has the right to use the metadata (title, name of the author (co-authors), abstract, bibliographic material, etc.) by distributing and making public, processing and systematizing, as well as including in various databases and information systems.

4.6. The Licensor grants to the Licensee the consent to transfer, store, and process the following personal data without limitation of time in order to make them to the database in accordance with the Law of Ukraine "On Protection of Personal Data":

4.6.1. full name;

4.6.2. scientific degree, academic rank;

4.6.3. information about being elected as the member of the National Academy of Sciences of Ukraine, the National Academy of Legal Sciences of Ukraine;

4.6.4. honorary title;

4.6.5. position, place of work;

4.6.6. city, state;

4.6.7. ORCID ID;

4.6.8. researcher ID;

4.6.9. mailing address;

4.6.10. e-mail;

4.6.11. telephone number;

4.6.12. messengers (for communication only) (Viber, WhatsApp, Telegram, Skype);

4.6.13. social networks links (Facebook, LinkedIn, G+, ResearchGate);

4.6.14. information on the availability of printed works in national and international databases of scientific literature for the purpose of their further processing for search operations in these databases. Personal data and metadata of the work are provided for their storage and processing in various databases and information systems, for inclusion in analytical and statistical reporting, as well as the creation of well-founded interconnections of scientific works, literature, and works of art with personal data, etc. on an unrestricted territory.

4.7. The Licensee has the right to establish the conditions to accept and publish the work; the Licensee owns the exclusive right to select or reject the work; material carriers are not subject to return.

4.8. The Licensee independently determines the way of processing the work used in accordance with the Agreement.

4.9. The Licensee has the right to publish the work in any circulation.

5. Territory

5.1. Rights to the work transferred to the Licensee under this Agreement may be used both in Ukraine and abroad.

6. Period of Granting Rights

6.1. The rights to use the work listed in clause 3 of the Agreement are granted to the Licensee for the period of the Agreement validity.

6.2. Upon expiration of the Agreement, all rights transferred to the Licensee are returned to the Licensor.

7. Data Protection and Privacy

7.1. The Parties undertake to respect the confidentiality of the conditions of the Agreement.

7.2. The Parties take all necessary measures to prevent the full or partial disclosure of information that has become known to the Parties in connection with the execution and implementation of the Agreement.

8. Responsibility of the Parties

8.1. The Party is liable for any breach of the conditions of the Agreement under this Agreement and the current legislation of Ukraine (including the obligation to compensate the other Party for the losses incurred in full, including lost profits).

8.2. Violation of the Agreement is the failure to perform or the improper fulfillment of its conditions.

8.3. The Licensor is liable for the unlawful use of intellectual property objects and objects of copyright in full in accordance with the current legislation of Ukraine.

9. Dispute Resolution

9.1. In case of any disputes between the Licensor and the Licensee on conditions of the Agreement, the Parties take every measure to settle them by means of negotiations.

9.2. In case the dispute cannot be settled amicably, it can be transferred for consideration in the court in accordance with the current legislation of Ukraine.

10. Terms and Termination

10.1 The Agreement is deemed concluded and comes into force and effect at the time of transferring the work and other materials provided for in paragraphs 4.1.-4.4. of the Requirement for a Scientific Article

Submitted to Be Published in the Journal (<http://mmj.nmuofficial.com/index.php/journal>) by the Licensor to the Licensee, proving the Licensor's consent of complete and unconditional acceptance of the conditions of the Agreement posted on the website of the Journal, including the acceptance of all the foreseen rights and obligations.

10.2 If the work is not accepted for publication or the Licensor revokes it, the Agreement is terminated.

10.3 The Parties may terminate the Agreement during its period of validity:

10.3.1. in the manner and in cases stipulated by the Agreement and (or) current legislation of Ukraine;

10.3.2. under the arrangement by signing the relevant supplementary agreement to this Agreement, in which the date of its termination is determined.

10.4 The termination of the Agreement does not relieve the Parties from liability for any breach of its conditions prior to termination.

11. Miscellaneous

11.1 This Agreement is the agreement of adhesion.

11.2. On issues not covered by the Agreement, the Parties are guided by the current legislation of Ukraine.

11.3. All legal relations arising from or related to the Agreement (in particular, its validity, conclusion, execution, termination, interpretation of conditions, determination of the consequences of invalidity or violation) are regulated by this Agreement and the current legislation of Ukraine.

11.4 Any supplementary agreements to this Agreement are executed in writing and become an effective part of the Agreement since their signing by the Parties.

Licensee

Licensor (Licensors)

Bogomolets National Medical University

13, T. Shevchenko blvd. Kyiv, 01601

Code: 02010787

Tel.: 044-234-40-62

Email: kancnmu@gmail.com

Rector _____/Yu.L. Kuchyn

(Completed and signed by all co-authors of the Work)