# License Agreement

**Moscow \_\_\_\_\_\_\_\_\_ \_\_\_, 2021**

OOO “LUCHEVAYA DIAGNOSTIKA”, hereinafter referred to as the “**Licensee**”, represented by Director-General Oleg N. Cherkavsky, acting on the basis of the Charter, on the one hand, and

**the citizens of the Russian Federation** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “**Licensor**”, on the other hand, both referred to as the **“Party/Parties”**, have concluded this Agreement (hereinafter referred to as the **“Agreement”**) on the following.

# 1. Subject of Agreement

1.1. Under this Agreement, **the Licensor** grants **the Licensee** **the right** to use free of charge the article \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(title, characteristics of the transmitted materials)

hereinafter referred to as the **“Work”**, based on exclusive license within the limits stipulated by the Contract and for its specified period.

1.2. **The Licensor** guarantees that it has the exclusive copyright in the Work transferred to **the Licensee.**

# 2. Rights and Obligations of the Parties

**2.1. For the entire term of the exclusive rights to the Work, the Licensor grants the Licensee the following rights:**

2.1.1. the right to reproduce the Work (publication, promulgation, duplication, replication, or other reproduction of the Work) without restricting the number of copies. In this case, 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;

2.1.3. the right to be included in a composite work;

2.1.4. the right to communicate to the public;

2.1.5. the right to use metadata (title, name of the author (copyright holder), annotations, bibliographic materials, etc.) of Works, by distributing and communicating to the public, processing and systematizing, as well as including them in various databases and information systems.

2.1.6. the right to partially or completely assign on contractual terms the rights hereunder to third parties, without paying remuneration to **the Licensor**.

2.2. **The Licensor** shall transfer **the Licensee** the rights hereunder on the basis of an exclusive license.

2.3. **The Licensor** is obliged to provide **the Licensee** with the Work **in an electronic version** for information within three working days. If **the Licensee** has not submitted to **the Licensor** any claims or claims related to the quality (content) or volume of the Work provided for information within 30 (thirty) working days, the Parties shall sign the Acceptance and Transfer Act for the Work.

2.4. The date of signing the Acceptance and Transfer Certificate for the Work is the moment of transferring **the Licensee** the rights specified in this Agreement.

2.5. **The Licensee** undertakes to comply with the copyrights and **Licensor’s** rights provided for by the current legislation, as well as to protect them and take all possible measures to prevent copyright infringement by third parties.

2.6. The territory in which the rights to Works may be used is not limited.

2.7. **The Licensor** also grants **the Licensee** the right to store and process the following personal data for an unlimited period of time:

* full name;
* date of birth;
* educational background;
* place of work and post held;
* published works of literature, science and art.

Personal data are provided for their storage and processing in various databases and information systems, their inclusion in analytical and statistical reports, the creation of substantiated relationships of the objects of works of science, literature and art to personal data, etc.

**The Licensee** has the right to transfer the specified data for processing and storage to third parties, provided that this fact is notified, by providing information about the third party (name and address)to **the Licensor**.

**The Licensor** shall withdraw its consent to the storage and processing of personal data, by sending a corresponding written notification to **the Licensee**.

# 3. Liability of the Parties

3.1. In accordance with the current legislation of the Russian Federation, **the Licensor** and **the Licensee** shallbear property and other legal liabilities for non-performance or improper performance of their obligations under this Agreement.

3.2. A Party that has improperly performed or failed to perform its obligations under this Agreement is obliged to compensate for losses caused to the other Party, including lost profits.

# 4. Confidentiality

4.1. The terms of this Agreement and its additional acts shall be confidential and shall not be disclosed.

# 5. Final provisions

5.1. The Parties’ all disputes and disagreements arising from the terms of this Agreement shall be settled through negotiations, and if the latter are unsuccessful, these disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

5.2. This Agreement comes into force after the Parties sign this Agreement and the Acceptance and Transfer Certificate for the Work.

5.3. This Agreement is valid until the full performance thereof by the Parties.

5.4. This Agreement may be terminated at any time upon the mutual consent of the Parties that shall obligatorily sign a relevant agreement thereof.

5.5. This Agreement may be unilaterally terminated in the cases provided for by the current legislation or by a court’s decision.

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

5.7. If all other matters are not covered by the present Agreement, the Parties shall be guided by the current legislation of the Russian Federation.

5.8. This Agreement has been drawn up in two copies, each having the same content and equal legal force, one for each of the Parties.

**6. Addresses and Details of the Parties**

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| --- | --- |
| **The Licensor**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address | **The Licensee**:  **OOO “LUCHEVAYA DIAGNOSTIKA”;**  INN 7731275028 КПП 773101001  Legal address: 34, Yartsevskaya St., Build. 1, Office 33, R. 7. Prem. I, Floor 2, Moscow 121552  Banking details  S/a 40702810800000025964  C/a 30101810145250000411  “Central” Branch, VTB Bank (PAO) in Moscow  BIC 044525411  . |
| **The Licensor:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_/ | **The Licensee:**  O.N. Cherkavsky  Director-General,  OOO “LUCHEVAYA DIAGNOSTIKA” |
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**ACT**

**to the License Agreement**

**Moscow \_\_\_\_\_\_\_\_\_ \_\_\_, 2021**

OOO “LUCHEVAYA DIAGNOSTIKA”, hereinafter referred to as “**the Licensee**”, represented by Director-General Oleg N. Cherkavsky, acting on the basis of the Charter, on the one hand, and

**the citizens of the Russian Federation** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “**the Licensor**, on the other hand, both referred to as **the “Party/Parties”**, have concluded this act (hereinafter referred to as the “Act”) to the License Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2020 (hereinafter referred to as **the “Agreement”**) on the following.

1. In accordance with the terms of the Agreement, **the Licensor** has transferred and the Licensee has accepted 1 (one) copy of the Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*title and characteristics*) and the right to use it.

2. **The parties** have no mutual claims on the order and scope of the obligations under the Agreement.

3. This Act has been drawn up in two copies, each having equal legal force, one for each of the Parties.

**Addresses and Details of the Parties**

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| **The Licensor**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  date of birth, passport, registration address | **The Licensee:**:  **OOO “LUCHEVAYA DIAGNOSTIKA”;**  INN 7731275028 КПП 773101001  Legal address: 34, Yartsevskaya St., Build. 1, Office 33, R. 7. Prem. I, Floor 2, Moscow 121552  Banking details  S/a 40702810800000025964  C/a 30101810145250000411  “Central” Branch, VTB Bank (PAO) in Moscow  BIC 044525411  . |
| **The Licensor**:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_/ | **The Licensee**:  O.N. Cherkavsky  Director-General,  OOO “**LUCHEVAYA DIAGNOSTIKA”** |