**LICENSE AGREEMENT ON THE USE OF THE WORK**

Kyiv Scientific Research Institute of Forensic Expertise of the Ministry of Justice of Ukraine, which is a co-founder and publisher of the collection of scientific papers “Criminalistics and Forensics” (hereinafter - the Licensee), represented by the Director, Ruvin Oleksandr Hryhorovych, acting on the basis of the Charter, on the one hand, and the Author (co-authors) (hereinafter - the Licensor), on the other The parties, hereinafter referred to as the Parties, and each individually as a Party, have entered into this License Agreement for the use of the work (hereinafter referred to as the Agreement) on the terms set forth below.

**Definition of terms**

The terms used in the Agreement are used in the following meaning:

***Work*** – a scientific article proposed by the Licensor for publication in the collection of scientific papers “Criminalistics and Forensics” (ISSN 2786-7080 (print); ISSN 2786-7072 (online));

***Licensor – the author*** (co-author) who owns the exclusive copyright to the work;

***Licensee*** – a person who has been granted permission to use the work (exclusive license);

***Exclusive License*** means a license that the Licensor grants to only one Licensee and which makes it impossible for the Licensor to use the work in an area limited by this license and to license other persons to use the work in the specified area.

***Other terms*** used in the Agreement are determined in accordance with the norms of the current legislation of Ukraine.

**1. Subject of the contract**

1.1. The Licensor agrees to the Licensee for a free exclusive license to use the work set forth in Ukrainian or English in accordance with clause 3 of the Agreement on the terms and conditions specified in the Agreement.

1.2. The License shall be deemed granted to the Licensee from the moment of conclusion of the Agreement.

**2. Licensor’s Warranties**

2.1. The Licensor guarantees that:

2.1.1 is the author (co-author) of the work;

2.1.2 owns the exclusive copyright to the work that transfers to the Licensee;

2.1.3 at the time of the conclusion of the Agreement, he owns the exclusive property rights to the work;

2.1.4 before the conclusion of the Agreement, he did not provide an ode to use the work to other persons;

2.1.5 he/she has not previously and will not in the future transfer the copyright in the work to third Parties;

2.1.6 the work is original;

 2.1.7 at the time of the conclusion of the Agreement, the work has not been made public, has not previously been published and will not be published in any other edition before publication by the Licensee;

2.1.8 did not violate the intellectual property rights of others; if the work contains materials of other persons, except for cases of citation to the extent justified by the scientific, informational or critical nature of the work, their use is carried out by the Licensor in compliance with the norms of the current legislation of Ukraine;

2.1.9 he/she has received all necessary permissions to use the materials in the work, protected by the current legislation of Ukraine on copyright;

2.1.10 the work does not contain information prohibited for 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);

2.1.11 the work is not a derivative work, alteration or adaptation of another work;

2.1.12 the work uses quotations from the works of other persons, indicating the name of the author and the source of citation;

2.1.13 the work was created in compliance with the principles of academic integrity;

2.1.14 the work does not contain plagiarism;

2.1.15 the work does not contain any information and (or) data, for the publication of which any type of legal liability may occur;

2.1.16 at the time of the conclusion of the Agreement, he is not a plaintiff (defendant) in cases regarding copyright to the work;

2.1.17 the work was not created in connection with the execution of an employment contract (Article 429 of the Civil Code of Ukraine), it is not an official work (Article 1 of the Law of Ukraine “On Copyright and Related Rights”);

2.1.18 the work was not created by order of another person (Article 430 of the Civil Code of Ukraine).

**3. Rights granted to the Licensee**

3.1. For the entire term of exclusive copyright to the work, the Licensor grants the Licensee the rights to:

3.1.1 for the reproduction of the work: publication in the collection of scientific papers “Criminalistics and Forensics” (hereinafter - the Collection) in Ukrainian or English, publication, duplication, duplication or other reproduction without limitation of the circulation of copies, provided that each copy of the work will contain the name of the Licensor;

3.1.2 processing, adaptation or other modification of the work without violating the essence of its content;

 3.1.3 reproduction of the work in the original, processing, translation in any form, including digital, in the required number of copies;

3.1.4 translation of the work from the original language into any language;

3.1.5 distribution of the work in the original, processing, translation in any way;

3.1.6 inclusion of the work as an integral part in collections, databases, anthologies, encyclopedias, etc.;

3.1.7 making available to the public, including posting the work in whole or in part on the Internet (on the official website of the Collection, Internet resources of scientific libraries where the Collection is presented, other information resources and databases, etc.);

3.1.8 publication of the work in printing and digital form;

3.1.9 Conclusion of a sublicense agreement.

**4. Rights and obligations of the Parties**

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

4.2. The Licensor transfers the rights to the Licensee under the Agreement on the basis of an exclusive license. The date of signing the Agreement is the method of transfer to the Licensee of the rights specified in the Agreement.

4.3. The Licensor transfers the work to the Licensee in compliance with the requirements for the scientific article submitted for publication in it posted on the official website of the Collection (<https://digest.kndise.gov.ua/>).

 4.4. The Licensee undertakes to comply with the Licensor's copyrights stipulated by the current legislation of Ukraine.

4.5. The licensor has the right to use the work in whole or in part for educational and scientific purposes; in all cases, the presence of a bibliographic reference to the work (part of the work) published (published) in the Collection, and a hyperlink to its electronic copy posted on the official website of the Collection are mandatory.

4.6. The Licensee has the right to use metadata (title, name of the author (co-authors), annotations, bibliographic materials, etc.) of the work by distributing and communicating to the public, processing and systematization, as well as inclusion in various databases and information systems, etc.

4.7. The Licensor agrees to the Licensee to transfer, store and process the following personal data without a time limit in order to enter them into the database in accordance with the Law of Ukraine “On Protection of Personal Data”:

4.7.1 surname, name, patronymic;

4.7.2 scientific degree, academic rank;

4.7.3 information on election as a member of the National Academy of Sciences of Ukraine, the National Academy of Legal Sciences of Ukraine;

4.7.4 honorary title;

4.7.5 position, place of work;

4.7.6 locality, country;

4.7.7 ORCID identifier;

4.7.8 Researcher ID;

4.7.9 mailing address;

4.7.10 email address;

4.7.11 contact phone number;

4.7.12 instant messengers (for communication only) (Viber, WhatsApp, Telegram, Skype);

4.7.13 address in social networks (Facebook, LinkedIn, G+, ResearchGate);

4.7.14 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 reasonable relationships of objects of works of science, literature and art with personal data, etc. in an unrestricted territory. The Licensee has the right to transfer the specified data for processing and storage to third parties, provided that such fact is reported with the provision of information about the third party (name and address) to the Licensor.

4.8. The Licensee has the right to establish the conditions for acceptance and publication of the work in the Collection; The editorial board of the Collection has the exclusive right to select or reject the work; material carriers of the work are not subject to return.

4.9. The Licensee independently determines the method of execution of the work, which it uses in accordance with the Agreement.

4.10. The licensee has the right to publish the work in any edition.

4.11. The Licensee has other rights arising from the Agreement.

**5. Territory of use of rights**

5.1. The rights transferred to the Licensee to the work under the Agreement may be used both on the territory of Ukraine and abroad.

**6. Term for which the rights are granted**

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

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

**7. Ensuring confidentiality**

7.1. The Parties undertake to maintain confidentiality regarding the terms of the Agreement.

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

**8. Responsibility of the Parties**

8.1. In case of violation of the terms of the Agreement, the Party shall bear the responsibility specified in the Agreement and the current legislation of Ukraine (in particular, it is obliged to compensate the other Party for losses incurred in full, including lost profits).

8.2. Violation of the Agreement is non-fulfilment or improper fulfilment of its terms.

8.3. The licensor is responsible for the misuse of intellectual property and copyright in full in accordance with the current legislation of Ukraine.

**9. Dispute resolution**

9.1. In case of disputes between the Licensor and the Licensee on issues stipulated by the terms of the Agreement, the Parties undertake to take all measures to resolve them through joint negotiations.

 9.2. If it is impossible to resolve disputes through joint negotiations, they may be submitted for consideration to the court in accordance with the current legislation of Ukraine.

**10. Term of the Agreement**

10.1. The Agreement is considered concluded and enters into force from the moment of transfer of the work and other materials provided for in paragraphs. 4.1.– 4.4. Requirements for a scientific article submitted for publication in the collection of scientific papers “Criminalistics and Forensics” by the Licensor to the Licensee, which indicates confirmation by the Licensor of full and unconditional acceptance of the terms of the Agreement posted on the website of the collection of scientific papers “Criminalistics and Forensics” (<https://digest.kndise.gov.ua/>) In particular, the assumption of all stipulated rights and obligations. The agreement is valid for 10 years from the date of its conclusion and entry into force.

10.2. If the work has not been accepted for publication or the Licensor has withdrawn its manuscript, the term of the Agreement is terminated.

10.3. The Parties may terminate the Agreement during its term:

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

10.3.2 by agreement by signing an appropriate supplementary agreement to the Agreement, which will determine the date of its termination.

10.4. The expiration of the term of the Agreement does not relieve the Parties of liability for violation of its terms that occurred during the term of the Agreement.

10.5. In case of termination of the Agreement by the Licensee due to non-fulfilment or improper fulfilment by the Licensor of its obligations, the Licensor shall reimburse the Licensee for the actual costs on the day of termination of the Agreement, including lost profits.

**11. Miscellaneous**

11.1. The Agreement shall have the character of an accession agreement.

11.2. On matters not provided for in the Agreement, the Parties shall be guided by the norms of the current legislation of Ukraine.

11.3. All legal relations arising from or related to the Agreement (in particular, its validity, conclusion, execution, amendment, termination, interpretation of terms, determination of the consequences of invalidity or violation) shall be governed by the Agreement and the relevant norms of the current legislation of Ukraine.

11.4. After the conclusion of the Agreement, all preliminary negotiations, correspondence, and any other oral or written agreements of the Parties on issues related to the Agreement lose legal force.

11.5. Additional agreements to the Agreement are its integral parts and have legal force if they are set out in writing and signed by the Parties.

**12. Details and signatures of the Parties**

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| **Kyiv Scientific Research** **Institute of Forensic Expertise** **Ministry of Justice of Ukraine****Address: Simia Brodskykh Street, 6,** **Kyiv**, **03057**EDRPOU code 02883096Phone/fax. (044) 200-29-10 (044) 200-29-44 (fax)www.https://kndise.gov.ua/**Director of the Institute** **Doctor of Law** **Honored Lawyer of Ukraine****Ruvin O.H.** | **Name, Surname \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Passport data: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Tel.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Е-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |