**LICENSE AGREEMENT № \_\_\_\_**

**on the use of a written work**

Kyiv "\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_

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

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

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

 *(full name of the author/co-authors)*

(hereinafter referred to as the Licensor) on the one hand, and the State Scientific Institution "Institute of Educational Analytics", represented by Director Andrii Oleksandrovych Lytvynchuk, acting under the Statute (hereinafter referred to as the Licensee), on the other hand, have entered into this Agreement as follows:

**1. SUBJECT OF THE AGREEMENT**

1.1. The Licensor hereby grants the Licensee a royalty-free, non-exclusive license to use the written work (scientific article): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

 *(title of the work)*

(hereinafter referred to as the Work), written in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (language of the Work), under the terms and conditions set out in this Agreement.

**2. PROPERTY RIGHTS GRANTED TO THE LICENSEE**

2.1. The Licensor grants the Licensee the right to use the Work in the following ways:

2.1.1. To publish the Work in the scientific-practical journal "Educational Analytics of Ukraine" (hereinafter referred to as the Journal) in its original language.

2.1.2. To adapt, modify or otherwise transform the Work upon agreement with the Licensor.

2.1.3. To translate the Work into the publication language of the Journal, if originally written in a different language, as well as into other languages for dissemination as specified in clause 2.1.7.

2.1.4. To make copies of the Work as part of the Journal’s print run.

2.1.5. To disseminate the Work together with the Journal on a royalty-free basis, in compliance with Ukrainian legislation regarding the distribution of mandatory and control copies of the Journal.

2.1.6. To make copies of the Work in additional printed and electronic editions of the Journal.

2.1.7. To distribute the Work on the territory of Ukraine and abroad through:

* subscription, sale and free dissemination of the Journal containing the Work, including electronic copies and translations;
* providing open access to the Work via the Internet;
* including the Work in collections, databases, and other information systems;
* publishing the Work in other journals, including foreign ones, upon agreement with the Licensee.

2.2. The Licensor grants the Licensee the right to sublicense a publishing organisation for the use of the Work, as specified in clause 2.1.

2.3. The Licensor authorises the Licensee to grant the publishing organisation the right to enter into sublicensing agreements with third parties, as necessary to implement the uses specified in clause 2.1.

2.4. If, at the time of the Work’s publication in foreign editions or the use of the Work in other ways specified in clause 2.1, a payment is provided to the Licensee of the corresponding remuneration, the Licensee and the Licensor shall conclude an additional agreement to this Agreement with respect to its payment.

**3. TERRITORIAL SCOPE**

3.1. The Licensor grants the Licensee the right to use the Work as specified in clause 2.1. within Ukraine and abroad, including the right to distribute the Work in printed and electronic formats through subscription, sale or free dissemination of the Journal.

**4. DURATION OF RIGHTS GRANTED**

4.1. This Agreement takes effect upon acceptance of the Work for publication by the Licensee and remains in force for 10 years from the date of signing.

4.2. Upon expiration, unless a written termination notice is submitted by the Licensor and/or the Licensee, the Agreement is automatically renewed for an additional 10 years, but not beyond the validity period of the exclusive property rights to the Work.

**5. RESTRICTIONS**

5.1. The Licensor declares that:

- He/she is the author (co-author) of the Work;

- The Licensor guarantees that the Work is original and is not a copy of any other work, has not been previously published, and that the rights to publish it have not been transferred to anyone and he/she is authorised to make such a transfer;

- The Licensor guarantees that the use of its copyrights will not infringe the copyrights of any persons or organisations, and will not lead to the disclosure of secret or confidential information;

- If the Work was created in connection with the performance of an employment contract, the Licensor shall have the right to grant permission to use the Work under this Agreement;

- The Licensor has not violated the intellectual property rights of other persons when creating the Work. If the Work contains materials of other persons, except for citation to the extent justified by the scientific, informational or critical nature of the Work, the Licensor shall use such materials in compliance with copyright law;

- The Licensor agrees (in accordance with the Law of Ukraine "On Personal Data Protection") to the disclosure of information about their personal data (information about the authors) to the disclosure of personal information (author details) for the purpose of implementing scientific relations.

**6. OTHER CONDITIONS**

6.1. This License Agreement must be signed by all co-authors of the Work and submitted to the Journal's editorial office along with the article (or after receiving acceptance for publication), but no later than the submission of the Journal for printing.

**7. DETAILS AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **Licensee** | **Licensor** |
| State Scientific Institution  | Full name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| "Institute of Educational Analytics" | Adress: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 5 Vynnychenka St., Kyiv, 04053EDRPOU code: 39817791Bank account: 35215096091720 in the State Treasury Service of Ukraine in Kyiv, MFO 820172Tel: +380 44 486-98-70E-mail: info@iea.gov.uaNon-profit state institution, not a VAT payer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (А. О. Lytvynchuk) | Passport No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Issued by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of issue: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Taxpayer identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(To be completed and signed by all co-authors of the Work, or by one of the co-authors on behalf of all by written authorisation)*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |