

License agreement (public offer)

Pushkino, Moscow region

VNILLM publishing office represented by deputy director for research Rodin Sergey acting under the order of 17.07.2015 № 87a (hereinafter – Publisher), offers to unspecified persons (hereinafter – Author) to make the present license agreement (hereinafter – Agreement) on publication of scientific, educational, teaching materials (hereinafter – Paper) in the electronic scientific periodic publication “Forestry information” (hereinafter - Journal) on the following terms. .

Present agreement under p. 2, article 437 of the RF Civil code is a public offer and its full and irrevocable acceptance under article 438 of the RF Civil code is mailing by Author his scientific, educational, teaching materials via special mailing form in the site lhi.vniilm.ru

1. Term used in the Agreement

Author – a private person (s) who created the Paper.

Offer acceptance – full and irrevocable offer acceptance.

Journal – network scientific publication or scientific electronic journal “Forestry information”.

Application – electronic Author address to the Publisher for paper publication in Journal.

Publisher – VNIILM publishing office that established and publish Journal.

Offer – the present document (offer to Author) for paper publication.

Publication – placement of paper in Journal/

Journal editorial board – creative team that enables Journal issue

Paper – scientific, educational, teaching material (text) submitted by Author for publication in Journal.

Service – publication of paper in Journal based on Author’ application.

2. Subject of the agreement

2.1. As this Agreement comes into force Author grants an exclusive right to Publisher under p. 2 article 1270 of the RF CC and present Agreement to utilize Author’s Paper free of charge over a copyright period according the effective RF legislation.

2.2. Paper utilization implies:

- duplication of Paper or its separate part in any form including paper and electronic carriers in journals or other data bases of Publisher or other persons at Publisher’s discretion;
- distribution of Paper or its separate part in Russian language in Journal or data bases of Publisher or other persons at Publisher’s discretion or as an individual work worldwide;
- making Paper available to the public so that any person anywhere anytime can get access for choice (including available in Internet);
- granting permissions to utilize Paper or its separate materials under the present Agreement to 3rd parties provided Author notification with appropriate information in Journal site;
- other rights undelegated to Publisher under the present Agreement including patent rights for any processes, procedures etc. Described by Author (Coauthors) in the Paper as well as trademark rights are reserved to Author (coauthors) or other rights holders

2.3. Authorization under the present Agreement includes the right to process the Paper presentation form for its application in interaction with computer software and publication systems (data bases) and distribution in computer readable format and introduction in search systems (data bases). .

2.4. Publisher in case of Paper acceptance by the Editorial Board publishes Paper in the Journal. In case of Author rejection by the Editorial Board the present Agreement becomes legally invalid.

Publisher notifies the Author provided the Editorial Board has got the contact e-address.

2.5. The Author ensures exclusive copyright for the Paper and it has not been forwarded for reproduction or other use and won't be forwarded for publication in other scientific publications.

2.6. Copyrights are given to the Publisher free of charge and publication of the Paper in the Journal does not imply any financial payments to the Author.

2.7. Territory where copyright is allowed is unlimited. .

2.8. When the present Agreement comes into force the Author ensures that publication of the Paper in the Journal does not infringe on anybody copyrights. The Author authorizes exclusive copyrights for utilization of the scientific paper via publication polytextual website issues of the Journal in the Journal Internet site, e-libraries and data bases.

2.9. The Author is responsible for improper use in scientific paper of intellectual properties, copyrights in full extent according to the effective RF legislation.

2.10. The Author (s) verifies his consent of the manuscript preparation for publication rules adopted by the Editorial Board and placed in the Journal official site.

3. General conditions for services

3.1. The Publisher gives services to the Author provided implementation of the following conditions:

- The Author provides materials according to the Offer requirements;
- The Author accepted the Offer.

3.2. In case of violation of the present Offer rules and requirement in the presented materials by the Author the Publisher is authorized to reject its publication.

3.3. During the Agreement term the Publisher is not responsible for unauthorized use of the data presented by the Author by 3rd parties.

4. Rights and responsibilities of the Parties

4.1. The Paper comprises all provided by the efficient copyright legislation references to the cited authors or publications that the Author received all needed permissions for the used in the Paper results, facts and other borrowed materials the Author has no copyrights.

4.2. The Paper has no materials that are not subject to open publication under the effective RF legislation and its publication and distribution will not result in disclosure of secret (confidential) information (including government secret). .

4.3. The Author is committed:

- to forward the Paper manuscript in accordance with paper presentation and publication rules available in the Publisher site.
- The Author (Co-authors) informed other Co-authors of the present Agreement conditions and received consent of all Co-authors to make the present Agreement on terms of the Agreement.
- not to use the paper e-copy prepared by the Publisher without his consent commercially or in other publications.

4.4. In process of the Paper preparation the Author is committed:

- to put in the Paper text corrections specified by reviewers and approved by the Editorial Board and if needed to revise the Paper upon the Publisher's request.
- to read the Paper revisions during periods set by the Journal issuance schedule;

- to put in the Paper revision the minimum correction related to correction of the mistakes in the Paper original or fact-based or momentary changes.

4.5. The Author (Co-authors) is authorized:

- to use materials from the published Paper in a book written by the Author (Co-authors);
- to use individual pictures or tables and text fragments for own training needs or its placement in another work or e-presentation in internal (protected) computer network or external web-site of the Author or his employer.

4.6. The Publisher is committed:

- to publish e-version of the Author Paper according to the present Agreement terms and available order of publications;
- by the Editorial Board decision if needed to forward the Paper page proof to the Author and to make substantiated correction of the Author (Co-authors).

4.7. The Publisher is entitled:

- to make technical editing of the Paper that does not affect its principal provisions.
 - to make an expertise of the Paper and to offer required updates that are needed for Paper publication.
 - in any further authorized use of the Journal or the Paper (including its separate part or a fragment) by Author (Co-authors) request the above persons to make references to the Journal, Publisher, Author (Co-authors) or any other copyright owners, Paper title, the Journal issue and publication date specified in the Journal.
 - to set rules (terms) of the Journal material acceptance and publication, The Journal Editorial Board has exclusive rights to choose and reject the materials forwarded for publication. The Journal Editorial Board is not involved in correspondence related to the Paper rejection.
 - to suspend services to the Author temporarily due to technical, technological or other reasons that hamper the services for the period of these reasons clearance.
 - to suspend services under the Agreement unilaterally extrajudicially in cases:
 - a) if the Paper does not correspond to the Journal topics (or its any part) or the presented material is insufficient for separate publication or the Paper format does not meet the specified requirements;
 - б) breach of the obligations by Author accepted under the Offer.
 - to provide the Offer update in the set procedure.
 - to put the papers published in the Journal in Internet network including translations into other languages.
- 4.8. In all cases that are not covered by the present Agreement the Parties should follow the Russian Federation legislation in force.

5. Offer acceptance and Agreement execution

5.1. The present Agreement comes into force from its execution moment as the Author accepts the Offer by sending the Paper thorough special format in [http:// lhi.vniilm.ru](http://lhi.vniilm.ru) or any other e-address specified in <http:// lhi.vniilm.ru> and Agreement term is unlimited.

5.2. The Offer acceptance results in the Agreement made orally under the Offer terms (article 438 the RF Civil Code).

5.3. The Agreement comes into force from the moment of the Offer acceptance by Author and is valid:

- a) until the Publisher performs his service obligations;
- б) until termination of the Agreement.

6. Agreement amendment and termination procedure

6.1. The Publisher is entitled to unilaterally amend the present Agreement terms provided an advance notification of the Author via the Publisher web-site <http://lhi.vniilm.ru> or to the Author e-address in his application no less than 10 (ten) calendar days before corresponding amendments come into force. The amendments come into force from the date specified in the corresponding notification.

6.2. In case of Author's disagreement with amendments to the present Agreement under p. 6.1. of the present Agreement the Author is entitled to forward a written notice on withdrawal from the present Agreement before the appropriate amendments come into force. If there is no written notice from Author amendments are regarded accepted by Author and the Agreement remains effective with introduced amendments.

6.3. The present Agreement may be cancelled in advance:

- anytime upon consent of the Parties;
- due to conditions under the present Agreement..

6.4. The Author is entitled to unilaterally terminate the present Agreement provided a proper written notification of the Publisher no less than 15 (fifteen) calendar days of the expected Agreement termination date.

6.5. Termination of the Agreement on any grounds does not relieve the Parties obligations due to breach of the Agreement terms during its validity.

7. responsibility

7.1. The Parties are responsible for non-fulfillment and improper performance of its Agreement liabilities in accordance with the effective RF legislation.

7.2. All data presented by Author is correct. Author is responsible for accuracy and volume of the data presented to Publisher. Publisher is not responsible for adverse impacts due to use of the inaccurate data received from Author.

7.3. Author is personally responsible for compliance with legal requirements on advertising, author copyright, protection of trademarks and service marks, protection of consumer rights.

7.4. Under the Agreement Publisher has no responsibilities for:

- a) any actions that are direct or indirect result of Author actions в т.ч.;
- б) content of published papers;
- в) any Author losses regardless of Publisher opportunity to foresee these losses.

7.5. Without any conflict with the abovementioned Publisher is relieved of any responsibility for the Agreement violation of it is due to super power (force major) including government authorities actions (adoption of legal regulations) fire, flooding earthquake other natural disasters, lack of electric power or computer network malfunctions, civil riots, disorders any other cases unlimited by the above that may affect Publisher performance of the Agreement.

8. Dispute settlement procedure

8.1. The Parties should settle disputes and disagreements through negotiations and in case when agreement is not reached under the effective Russian Federation legislation.

8.2. При наличии неурегулированных разногласий Сторон споры разрешаются в суде по месту нахождения Издателя в соответствии с действующим законодательством Российской Федерации.

9. Other terms

9.1. Any notifications, messages, requests etc. (excluding the documents to be forwarded in originals under the RF legislation) are regarded accepted by Author if sent by Publisher via Publisher website, faxed, e-mailed or other communication channels. The Parties accept legal force of notifications, messages, requests etc. forwarded by above ways.

9.2. In case of claims to Publisher for violation of author or 3rd party exclusive copyrights in the Paper or due to conclusion of the present Agreement Author (Coauthor) is committed:

- immediately after Publisher notification undertake settlement of disputes with 3rd parties if needed initiate lawsuit on Publisher side and take all necessary actions to exclude Publisher from defendants. ;
- reimburse Publisher judicial expenses and losses due to lawsuit and court decision follow-up and payments to 3rd party for violation of exclusive copyrights and other Publisher losses due to Author infringement of guaranties under the present Agreement.

9.3. If Author is a private person under article 6 of the “Personal data” FL of July 27, 2006 from conclusion of the Agreement until termination of the Parties obligations under the Agreement Author agrees that Publisher handles the following Author personal data: surname, name, given name, TRN, birth date and location, citizenship, ID requisites, registration and factual residence addresses, e-mail address, postal address and index, contact phones and faxes, employment data. .

9.4. Publisher is authorized to handle the above data for implementation of the Agreement including Author information reference service. Personal data handling implies personal data actions (operations) including collection, systematization, accumulation, storage updating, use, distribution (including transfer to 3rd parties), blocking and destruction of personal data.

9.5. Author is authorized to suspend personal data handling provided appropriate notification of Publisher in cases covered by the RF legislation. Publisher is authorized to suspend services upon receipt of the notice.

Publisher; “Russian Research Institute for Silviculture and Mechanization of Forestry (VNIILM).

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