

Ministry of Culture of the Russian Federation
Federal State Budgetary Institution
"THE NATIONAL LIBRARY OF RUSSIA"
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PUBLIC OFFER No. 2

on the conclusion of license agreements on the use of works with copyright holders participating in the 13 All-Russian Scientific and Practical Conference "Library Collections in the Digital Era : Traditional and Electronic Resources, Acquisition and Use"
(March 27 - 31, 2023, St. Petersburg)

St. Petersburg "07" February 2023

Federal State Budgetary Institution "The National Library of Russia" (hereinafter referred to as "the Institution/Licensee"), on the conditions set forth below, offers the participants (hereinafter referred to as "the Copyright Holder/Licensors") of the 13th All-Russian scientific and practical conference "Library collections in the digital era: traditional and electronic resources, acquisition and use." (March 27 - 31, 2023, St. Petersburg) (hereinafter referred to as the Conference), having exclusive rights to the results of intellectual activity presented during the Conference: articles, reports, presentations, video recordings, transcripts of speeches (hereinafter referred to as the Work) to conclude with the Institution/Licensee a license agreement on granting the Institution the rights to use the Work by accepting this public Offer (hereinafter referred to as the Offer).

The License Agreement shall be deemed to have been concluded and shall become effective upon receipt by the Institution/Licensee of an acceptance of this Offer from the Copyright Holder/Licensors in accordance with the Appendix to this Offer or upon receipt by the Institution/Licensee of the Work, in the cases specified in clause 2.2 of this Offer (without filing an acceptance in accordance with the Appendix to this Offer).

Acceptance of this Offer means the unconditional acceptance by the Copyright Holder/Licensors of all the terms of this Offer without any exceptions or restrictions on the terms of accession in accordance with Article 428 of the Civil Code of the Russian Federation.

The Offer shall enter into force from the date of its posting on the official website of the Institution/Licensee at www.nlr.ru and shall be valid until its withdrawal.

The Institution/Licensee has the right to modify or withdraw the Offer unilaterally. All amendments shall become effective and shall be deemed notified to the Copyright Holder/Licensors at the time of posting on the specified official website of the Institution/Licensee. License agreements, which have already been concluded by the time of amendment or withdrawal of the Offer, shall be executed under the terms of the Offer, which was in force at the time of their conclusion.

Terms of the Offer

1. The Copyright Holder/Licensors grants the Institution/Licensee the right to use the result of intellectual activity –the Work to the extent specified in the agreement on the terms of a simple (non-exclusive) license.

The Work:

-type

-title

-volume:

The Copyright Holder/Licensors is the author of the Work.

1.1. The Institution/Licensors has the right to use the Work in the following ways:

1.1.1. Reproduction, that is, the manufacture of one or more copies of the Work or its part in any material form, including in electronic form;

1.1.2. Publication of the Work with the indication of the name of the author (co-author) as part of the Collection of materials of the conference (hereinafter referred to as the Collection) without limitation of circulation;

1.1.3. Presentation of the Work in public;

1.1.4. Distribution of the Work as part of the Collection;

1.1.5. Making available to the public of the Work in the Collection by posting it on the official website in such a way that any user may access this Work expressed in electronic form from any place and at any time individually chosen by her/him.

1.1.6. Reworking of the Work, that is, making any changes to the Work, including editing the text, providing illustrative and/or textual materials that do not lead to a change in the meaning of the text or distortion of its content.

2. Terms of the granted right to use the Work:

2.1. Rights to use the Work on the terms specified in clause 1. of this Offer are provided free of charge for generally useful purposes for the implementation of the statutory activities of the Institution/Licensee (as a donation);

2.2. The Copyright Holder/Licensors shall transmit the Work by sending it to the email address: niobf@nlr.ru, as well as by transferring such copies on electronic media until April 30, 2023.

2.3. Marking by the Conference participant (Copyright Holder/Licensors) in the fields of the "Registration Form" posted on the Institution's website www.nlr.ru, confirming his/her consent to use the Work, and transfer by the Copyright Holder/Licensors of the Work in accordance with clause 2.2. of this Offer and its appendix, shall be deemed his/her consent to the terms of this Offer and its acceptance, i.e. the conclusion of a license agreement with the Institution/Licensee.

2.4. The license agreement concluded by accepting this Offer is valid for the period of the exclusive right to the Work. For the same period, the methods of use the Work specified in clause 1 of this Offer are provided.

2.5. The rights to use the Work in the ways specified in clause 1 of this Offer are granted to the Institution (Licensee) throughout the world.

3. The Copyright Holder/Licensors guarantees that he owns the exclusive right to the Work, the rights to use which are transferred to the Institution/Licensee in accordance with the license agreement concluded by accepting this Offer, the rights to the Work are not alienated, not pledged, an exclusive license for their use is not granted to other persons; The work does not contain information, access to which is restricted in the manner prescribed by the legislation of the Russian Federation; when creating the Work, all requirements of the current legislation of the Russian Federation on the citation rules were observed, and all necessary permissions and approvals for the use of the results of intellectual activity of third parties in the Work were obtained.

4. The Institution/Licensee reserves the right, for its own purposes, to send the Work for review without informing the Copyright Holder/Licensors of information about the reviewer. Based on the results of the review, the Institution/Licensee has the right to refuse to use the Work without explaining the reasons to the Copyright Holder/Licensors.

5. All disagreements arising from the license agreement concluded by accepting this Offer, or in connection with it, shall be settled through negotiations. Unresolved disagreements arising in the course of the negotiations are submitted by the interested party to the court, after compliance with the pre-trial claim procedure. The party that disagrees the outcome of the negotiations sends a written claim to the other party. The party that has received the claim shall give a reasoned written response to it within 15 (fifteen) business days. If in this case an agreement between the parties is not reached, the disputes shall be settled in court in accordance with the current legislation of the Russian Federation.

6. Applications:

6.1. Appendix No. 1 - Acceptance of a public offer (for legal entities);

6.2. Appendix No. 2 - Acceptance of a public offer (for the author);

6.3. Appendix No. 3 - Acceptance of a public offer (for a co-author).

Deputy General Director for Research

V.R. Firsov

Acceptance of a public offer (for legal entities)¹

on the conclusion of license agreements on the use of works with copyright holders participating in the 13th All-Russian scientific and practical conference “Library collections in the digital era: traditional and electronic resources, acquisition and use.”
(March 27 - 31, 2023, St. Petersburg)

(full official name of the legal entity, address)

in the person of _____,
(full name, position)

acting on the basis _____,
(indicate title, date and document number)

confirms that the Work _____
(indicate the characteristics of the work: type [report, presentation, article, transcript of the speech, video recording of the report / speech], title, full name, position of the author (authors), number of sheets, etc.)

performed as part of the official assignment and the exclusive right to use it belongs to _____,

I agree with the terms of the public offer on the conclusion of license agreements on the use of works with copyright holders-participants of the 13th All-Russian scientific and practical conference “Library collections in the digital era: traditional and electronic resources, acquisition and use.” (March 27 - 31 2023, St. Petersburg) dated February 07, 2023 No. 2, posted on the official website of the Federal State Budgetary Institution “The National Library of Russia” at the address: www.nlr.ru, and I accept it, that is I grant the Federal State Budgetary Institution "The National Library of Russia" the right to use the following work:

(indicate the characteristics of the work: type, title, full name of the author (authors), number of sheets, etc.)

in the manner and on the terms stipulated by the above offer.

(position)

(signature)

(full name)

" _____ " _____ 20__

¹ Applies when the copyright holder in respect of the work is a legal entity, including in respect of official works

Acceptance of a public offer (for the author)

on the conclusion of license agreements on the use of works with copyright holders participating in the 13th All-Russian scientific and practical conference “Library collections in the digital era: traditional and electronic resources, acquisition and use.”

(March 27 - 31, 2023, St. Petersburg)

I am, _____,
(full name)

residing at the address: _____

passport: series _____ No. _____ date of issue and issuing authority

_____, being the author of the work: _____

_____,
(indicate the characteristics of the work: type [report, presentation, article, transcript of the speech, video recording of the report / speech], title, full name, position of the author (authors), number of sheets, etc.)

I agree with the terms of the public offer on the conclusion of license agreements on the use of works with copyright holders-participants of the 13th All-Russian scientific and practical conference “Library collections in the digital era: traditional and electronic resources, acquisition and use.” (March 27 - 31, 2023, St. Petersburg) dated February 07, 2023 No. 2, posted on the official website of the Federal State Budgetary Institution "The National Library of Russia" at the address: www.nlr.ru, and I accept it, that is, I grant the Federal State Budgetary Institution “The National Library of Russia” the right to use the above work in the manner and on the terms stipulated by the above offer.

(signature) / _____
(full name)
" ____ " _____ 20__

Acceptance of a public offer (for co-authors)²

on the conclusion of licens agreements on the use of works with copyright holders participating in the 13 th All-Russian scientific and practical conference "Library collections in the digital era: traditional and electronic resources, acquisition and use."

(March 27 - 31, 2023, St. Petersburg)

We, the co-authors of the work _____
_____, -
(indicate the characteristics of the work: type, title, number of sheets, etc.)

1. _____
(full name)
residing at the address: _____
_____,
passport: series _____ No. _____ date of issue and issuing authority _____
_____, phone: _____, email: _____.

2. _____
(full name)
residing at the address: _____
_____,
passport: series _____ No. _____ date of issue and issuing authority _____
_____,
phone: _____, email: _____.

agree with the terms of the public offer on the conclusion of licens agreements on the use of works with copyright holders participating in the 13 th All-Russian scientific and practical conference "Library collections in the digital era: traditional and electronic resources, acquisition and use." (March 27 - 31, 2023, St. Petersburg) dated February 07, 2023 No. 2, posted on the official website of the federal state budgetary institution " The National Library of Russia " at the address: www.nlr.ru, and we accept it, that is, we grant the Federal State Budgetary Institution "The National Library of Russia" the right to use the above work in the manner and on the terms stipulated by the above offer.

1. _____ / _____
(signature) (full name)
" " _____ 20__

2. _____ / _____
(signature) (full name)
" " _____ 20__

² Applies when the rights to a work are transferred by co-authors, the acceptance must be filled out and signed by all co-authors (two co-authors are indicated in the form as an example)