

**AGREEMENT No. \_\_\_\_\_**  
**on delegation of exclusive proprietary copyright for the work piece**

**Kyiv**

\_\_\_\_\_ **2019**

**State Enterprise “State Scientific and Technical Centre for Nuclear and Radiation Safety” (SSTC NRS)**, hereinafter – Purchaser, represented by Tetiana Makhno, Financial Director, acting based on Warrant of Attorney No. 005/981 dated April 04, 2018, on the one part,

and

\_\_\_\_\_ Full name \_\_\_\_\_, hereinafter – Author 1, physical person, passport \_\_\_\_\_, issued \_\_\_\_\_ of Ukraine in \_\_\_\_\_ Region, \_\_\_\_\_, residing at the address: St.\_\_\_\_, App.\_\_\_\_, city\_\_\_\_, Ukraine, taxpayer ID number \_\_\_\_\_,

\_\_\_\_\_ Full name \_\_\_\_\_, hereinafter – Author 2, physical person, passport \_\_\_\_\_, issued \_\_\_\_\_ of Ukraine in \_\_\_\_\_ Region, \_\_\_\_\_, residing at the address: St.\_\_\_\_, app.\_\_\_\_, city.\_\_\_\_, Ukraine, taxpayer ID number \_\_\_\_\_,

on the other part,

hereinafter referred as the Parties, concluded this Agreement on the following:

### **1. Subject**

1.1. In compliance with this Agreement, an Author delegates for free, and the Purchaser gains exclusive property copyright for scientific Work Piece written by the Author.

1.2. The Work Piece, mentioned in item 1.1 of this Agreement, has the following characteristics:

- Work Piece type: scientific paper;
- title: \_\_\_\_\_;
- year of creation: \_\_\_\_\_.

1.3. Exclusive property copyright, that is a subject matter of this Agreement, is delegated by the Author to the Purchaser for the full validity period of exclusive property copyright specified by Ukrainian legislation on the copyright and associated rights current on the date of conclusion of this Agreement.

### **2. Responsibilities of the parties**

2.1. Author is obliged:

2.1.1. to submit the Work Piece to the Purchaser in hard copy (with original signatures of all co-authors) in electronic copy (by sending the Work Piece to the e-mail of the Editorial Board);

2.1.2. to edit the Work Piece within the terms agreed by the Parties in case of Purchaser's comments on the Work Piece;

2.1.3. to check the compliance of the Work Piece layout original and Work Piece edits agreed by the Parties.

2.2. Purchaser is obliged:

2.2.1. to accept the Work Piece, submitted by the Author, in compliance with item 1.2 of this Agreement;

2.2.2. within two months starting from the moment of receiving of the Work Piece from the Author, to inform the Author in written on Work Piece rejection or on substantiated need to edit the Work Piece;

- 2.2.3. to check the compliance of the Work Piece layout original with the Work Piece edits agreed by the Parties.

### **3. Delegated exclusive property rights**

- 3.1. With this Agreement the Author delegates the Purchaser with exclusive proprietary copyright for:
- 1) the use of the Work Piece in all countries all over the world;
  - 2) permission or prohibition of the use of the Work Piece by other individuals.
- 3.2. The exclusive proprietary copyright is delegated to the Purchaser for the full validity term of the Work Piece exclusive proprietary copyright after the date of this Agreement signing.
- 3.3. The Author delegates the Purchaser with exclusive proprietary copyright for the Work Piece to be used as follows:
- 3.3.1. to reproduce (replicate) the Work Piece, that is, to produce any number of copies of the Work Piece in any material form, and also to record the Work Piece for temporary or permanent storage, commercial or non-commercial distribution in electronic form (including digital), optical or other material form, etc.;
  - 3.3.2. to use the Work Piece for one's own needs, that is to take advantage of the Work Piece useful properties;
  - 3.3.3. to disseminate the Work Piece, that is, to give an access to the Work Piece materialized in any material form and in any way by means of:
    - sale;
    - leasing;
    - hire;
    - gift;
    - exchange;
    - dissemination through the Internet or other data exchange electronic networks;
    - assignment for free of charge temporary use;
    - contribution to the statutory fund of companies (enterprises).
  - 3.3.4. to demonstrate this Work Piece on public in other words to demonstrate it in any way for commercial or other benefit;
  - 3.3.5. to re-issue the Work Piece by other person or organization;
  - 3.3.6. to translate the Work Piece;
  - 3.3.7. to remake, revise and adjust the Work Piece;
  - 3.3.8. to include the Work Piece as the constituent part to collecting volumes, anthologies, etc.;
  - 3.3.9. to present the Work Piece to public in such a way in order for public representatives to have an access to the Work Piece from any place and in any time as they determine.
  - 3.3.10. to permit or to forbid the third parties to use the Work Piece;
  - 3.3.11. to yield all or part of rights for the Work Piece to third parties;
- 3.4. The list specified in item 3.3 of this Agreement is not exhaustive.
- 3.5. The Author delegates the Purchaser the right to indicate the Purchaser as the property copyright owner in each copy using the copyright reserved sign.

### **4. Work piece transfer**

- 4.1. The transfer of the Work Piece by the Author to the Purchaser is carried out by submission to the Purchaser of the Work Piece with all co-authors' signatures and by sending of the Work Piece electronic copy to the Editorial Board e-mail. The Work

Piece proprietary right delegation is carried out on the date of signing of the Work Piece Acceptance Certificate that is signed by Parties and is a constituent part of this Agreement.

## **5. Precautions**

- 5.1. After this Agreement is signed, the Author has no right to delegate (alienate) the Work Piece proprietary rights to the Third parties and also to delegate the right for the use (exclusive, non-exclusive, license granting, etc.) of the Work Piece to the Third parties.
- 5.2. The Author declares that this Work Piece proprietary copyright are not delegated to any other individual.
- 5.3. The Author declares that does not infringe the copyright of other individual. If the Work Piece contains the information of other individuals then the Author uses such information in compliance with the legislation of Ukraine.

## **6. Guarantees**

- 6.1. The Author guarantees that the Work Piece was created personally by the Author and that this Work Piece is original and it is the Author who, on the date of signing of this Agreement, owned all personal non-proprietary copyright and also all exclusive proprietary copyright to the Work Piece.
- 6.2. The Author guarantees that he/she has the right to delegate the Work Piece exclusive proprietary copyright specified in Section 3 of this Agreement.
- 6.3. The Author guarantees that delegation the Purchaser with the Work Piece exclusive proprietary copyright in the scope specified in this Agreement does not infringe in any way the rights of the third parties.
- 6.4. The Author guarantees that he/she shall not personally contest and/or contribute to other individuals in contestation of the procedure and the form of exercising by the Purchaser of the Work Piece exclusive proprietary copyright delegated on the basis of this Agreement if it does not damage Author's honor and reputation.

## **7. Liability of Parties.**

- 7.1. Parties are liable for nonfulfillment or improper fulfillment of commitments under this Agreement in compliance with current legislation of Ukraine and requirements of this Agreement.

## **8. Dispute settlement**

- 8.1. Parties shall undertake to settle any arising disputes or disagreements by means of mutual negotiations and consultations.
- 8.2. If corresponding dispute (disagreements) cannot be settled amicably by means of negotiations, it shall be referred to the courts and settled on the basis of the jurisdiction over such dispute in compliance with current legislation of Ukraine.

## **9. Final provisions**

- 9.1. This Agreement is done and signed in two original copies of similar legal validity, one copy for each Party.
- 9.2. Any modifications and amendments to this Agreement shall be made by mutual consent of the Parties in writing form by concluding an additional agreement which becomes an integral part of the Agreement and comes into force upon its signing by both Parties.

- 9.3. The Purchaser has the right to cancel this Agreement (to terminate the Agreement) unilaterally in the event that any of the guarantees, specified in items of Section 6 of the Agreement, in whole or in part, are incorrect or false.
- 9.4. The Parties have agreed on that the text of this Agreement and its annexes are confidential information and cannot be transferred to the third parties without the prior written consent of the other Party, except when such transfer is related to the obtaining of official permits, documents on Agreement implementation or payment of taxes and other binding fees and payments, as well as in cases directly required by current legislation of Ukraine.
- 9.5. Each Party to the Agreement undertakes commitment not to use corrupt practices in relations with the other Party to the Agreement. Corrupt practices cover the actions of a Party to the Agreement undertaken in the form of assigning of improper advantage to any individual that affects the other Party to the Agreement with the purpose to bring the other Party to take decision to the benefit of the Party of the Agreement.
- 9.6. The Parties are guided by current legislation of Ukraine to solve all other issues not provided for in this Agreement.
- 9.7. All communications related to this Agreement must be done in writing.

### 10. Signatures and address and bank details of the Parties

#### Purchaser

**State Enterprise**  
**“State Scientific and Technical Centre**  
**for Nuclear and Radiation Safety”**  
 EDRPOU CODE 14282338  
 Address: 35-37, Vasylya Stusa St.,  
 P.B. 124, Kyiv 03142, UKRAINE  
 Tel.: (044) 422-49-62, Fax: 452-89-90  
 Bank account: 26008000022515 in  
 Joint Stock Company  
 “The State Export-Import Bank of Ukraine”  
 in Kyiv, MFO 322313,  
 Individual Tax Number: 142823326578  
 Certificate No. 200003402  
**SSTC NRS Financial Director**

\_\_\_\_\_ **T.I. Makhno**  
 (signature)

Seal

#### Author(-s)

##### Author 1

*Full name*

Address: \_\_\_\_\_, Ukraine

Telephone/fax:

Passport: \_\_\_\_\_, issued by

\_\_\_\_\_ of Ukraine in

Region, \_\_\_\_\_

Individual Tax Number:

Signature

##### Author 2

*Full name*

Address: city \_\_\_\_\_, Ukraine

Telephone/fax:

Passport: \_\_\_\_\_, issued

\_\_\_\_\_ of Ukraine in

Region, \_\_\_\_\_

Individual Tax Number:

Signature

\_\_\_\_\_

## Work Piece Acceptance Certificate

Kyiv

\_\_\_\_\_ 2019

**State Enterprise “State Scientific and Technical Centre for Nuclear and Radiation Safety” (SSTC NRS)**, (hereinafter - Purchaser), represented by Tetiana Makhno, Financial Director, acting based on the Warrant of Attorney No.005/981 dated April 04, 2018, on the one hand and \_\_\_\_\_ Full name \_\_\_\_\_ (hereinafter – Author) – physical person, passport \_\_\_\_\_, issued by Kyiv Regional Department of Internal Affairs of Ukraine \_\_\_\_\_, on the 21<sup>st</sup> of December 1999, residing at the address: St.\_\_\_\_, App.\_\_\_\_, city\_\_\_\_, Ukraine, ITN\_\_\_\_\_, from the other hand, signed this Certificate on the following:

1. The Author transferred to the Purchaser the written Scientific Work Piece – research topic “\_\_\_\_\_”.
2. With this Certificate the Parties acknowledge that the Parties do not have claims to each other.
3. This Certificate is done in two original copies of one and the same legal value, one copy for each Party.
4. This Certificate is an integral part of the Agreement on delegation of exclusive proprietary copyright for the use of the work piece No. \_\_\_\_\_ dated \_\_\_\_\_ 2018.

### Signatures and address and bank details of the Parties:

#### Purchaser

**State Enterprise  
“State Scientific and Technical Centre  
for Nuclear and Radiation Safety”**  
EDRPOU CODE 14282338  
Address: 35-37, Vasylyia Stusa St.,  
P.B. 124, Kyiv 03142, UKRAINE  
Tel.: (044) 422-49-62, Fax: 452-89-90  
Bank account: 26008000022515 in  
Joint Stock Company  
“The State Export-Import Bank of Ukraine”  
in Kyiv, MFO 322313,  
Individual Tax Number: 142823326578  
Certificate No. 200003402  
**SSTC NRS Financial Director**

\_\_\_\_\_ **T.I. Makhno**  
(signature)

Seal

#### Authors

##### Author 1

*Full name*

Address: M. \_\_\_\_\_, Ukraine

Telephone/fax:

Passport: \_\_\_\_\_, issued by  
\_\_\_\_\_ of Ukraine in  
Region, \_\_\_\_\_

Individual Tax Number:

Signature

\_\_\_\_\_

##### Author 2

*Full name*

Address: \_\_\_\_\_, Ukraine

Telephone/fax:

Passport: \_\_\_\_\_, issued by  
\_\_\_\_\_ Ukraine in  
Region, \_\_\_\_\_

Individual Tax Number:

Signature

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