Taras Shevchenko National University of Kyiv (hereinafter referred to as the Licensee), acting under the Charter, in accordance with the Articles 205, 633, 641, 642 of the Civil Code of Ukraine, publishes this Contract about following:

1. DEFINITION OF TERMS

Terms in this Contract are used in the following meaning:

Article – a scientific article offered by The Licensor for publication in the “Geography and tourism”

Licensor – the author (authors) who own(s) exclusive copyright on the Article;

Nonexclusive license – a license that does not exclude the use of the Article by the Licensor and issuance of licenses by the Licensor to other parties for the use of the Article.

Other terms used in the Contract shall be determined in accordance with the existing legislation of Ukraine.

2. SCOPE OF CONTRACT

2.1. The Licensor grants the Licensee a non-exclusive license, which gives the right to use the Article of the Licensor within the contractual boundaries.

2.2. This Contract provides the rights to use the Article in the following ways:
– reproduction of the Article;

– inclusion of the Article into journals, anthologies, monographs, etc.;
– distribution of the Article;
– presenting the Article to the general public in such a manner that its representatives can have access to the Article from any place and at any time at their own discretion.

2.3. The Licensor has the right to continue to use the Article and provide a non-exclusive license for its use to other parties.

3. ACCEPTANCE OF THE CONTRACT

3.1. For a Licensor, who, at the time of publication of this Contract at the official website of the “Geography and tourism”, did not submit his/her Article for publication in the “Geography and tourism.”, the evidence of complete and unconditional acceptance (adoption) of the terms of this Contract would be the fact of delivery of the Article by the Licensor for publication in the “Geography and tourism” via electronic mail, or in electronic form personally in the editorial office, or in any other way. From the moment of delivery of the Article for publication in the “Geography and tourism”, the Licensor automatically accepts conditions of the present Contract and the Contract is considered to be concluded without its signing in every individual case.

3.2. For the licensors, who, at the moment of publication of this Contract at the official website of the “Geography and tourism”, have already delivered their articles for publication in the “Geography and tourism”, the evidence of complete and unconditional acceptance (adoption) of the terms of this Contract would be:
– either non-objection to the terms of the present Contract (consent through silence) within 30 calendar days from the moment of publication of this Contract. Otherwise (refusal to accept conditions of the present Contract), objections should be submitted to the Licensee in writing within 30 calendar days from the date of publication of the present Contract;
– or the fact of delivery of a new Article for publication in the “Geography and tourism” via electronic mail, or in electronic form personally in the editorial office, or in any other way.

In case of occurrence of one of these events, the Contract is considered to be concluded without its signing in each individual case. The date of conclusion of this Contract, in this case, would be the date of publication of this Contract.

3.3. In the event of a written request of the Licensor, the Licensee provides him/her a written form of the Contract, certified with a seal.

## 4. RIGHTS OF THE PARTIES

4.1. The Licensor has the right:
4.1.1. To inform the Licensee orally or in writing about detected shortcomings of the Article and undertake measures on their elimination.
4.1.2. In the event the Article is used in violation of the legislation in the field of copyright and neighbouring rights and the present Contract, to prohibit the use of the Article (suspend a license under this Contract) by the Licensee before elimination of violation.
4.1.3. Given the requirements of the law, to determine the amount of information which presents commercial secrets or is confidential, and require from the Licensee not to disclose this information.

4.2. The Licensee has the right:
4.2.1. To use the Article in the manner specified in Clause 2.2 of this Contract.
4.2.2. To grant sub-licenses to other parties within the rights and in the area specified in this Contract.
4.2.3. To make inquiries and obtain necessary information and documents that are related to the Contract and are in possession of the Licensor.

## 5. RESPONSIBILITIES OF THE PARTIES

5.1. The Licensor shall:
5.1.1. Provide the Licensee with the Article.
5.1.2. Timely provide the Licensee, on its request, with information and documents that are related to the subject matter hereof and are necessary for execution of conditions of the Contract.
5.1.3. Take part, on request of the Licensee, in actions and procedures necessary for execution of conditions of the Contract, which require such participation from the Licensor.

5.2. The Licensee shall:
5.2.1. Use the Article under conditions specified in this Contract.

5.2.2. Not disclose any information that constitutes a commercial secret or is confidential.
5.2.3. Adhere to the personal non-property rights of the Licensor.

6. COMING INTO FORCE AND TERM OF CONTRACT

6.1. Date of conclusion of the Contract (acceptance) is determined in accordance with Art. 3 hereof.

6.2. This Contract is concluded for an uncertain term.

6.3. This Contract is published at the official website of the “Geography and tourism”

7. RESPONSIBILITIES OF THE PARTIES OF THE CONTRACT

7.1. The Licensor declares that at the time of signing this Contract, the Licensor does not know about rights of third parties, which could be violated by provision of this license.

7.2. In the event of non-performance or improper performance of obligations by the Licensee under this Contract, the Licensor has the right to suspend performance of his/her obligations under the Contract.

7.3. In the event of systematic violation of its obligations under Contract conditions by the Licensee, the Licensor has the right to terminate the Contract unilaterally by sending a written notice to the Licensee not less than 30 calendar days before termination.

8. DISPUTE RESOLUTION

8.1. The Parties undertake to settle any dispute by negotiation.

8.2. If dispute can not be resolved by negotiation, it is submitted to the court.

9. FORCE MAJEURE

9.1. The parties are not responsible for non-performance or improper performance of the Contract conditions in the event of force majeure circumstances.

9.2. Upon completion of force majeure circumstances, the party, which did not fulfil its obligations under the Contract, shall fulfil them within the term, for which execution of obligations was suspended.

9.3. A Party has no right to refer to force majeure circumstances, in the event they started when this party already delayed execution of its obligations under the Contract.

10. OTHER CONDITIONS

10.1. In the event of changing location and/or other details, a Party shall inform the other Party about such a change within 10 days from the moment of occurrence of such a change.

10.2. Any changes or additions to this Contract are valid if they are made in writing and signed by the Parties.

10.3. The Parties shall be governed by the current legislation of Ukraine with respect to all issues that are not envisaged by the Contract.