

## **PUBLISHING AGREEMENT (public offer) for author's materials to be published in the journal «Technologies & Quality»**

Settlor, Publisher – Federal state budgetary educational institution of higher education «Kostroma State University», represented by Vladislav Vladimirovich Gruzdev, Prorector of science, acting by power of attorney N29/19 as of August 1, 2019, offers to an undetermined number of people (hereinafter referred to as Author, Authors) enter into this Publishing Agreement (hereinafter referred to as the Agreement) on the publication of scientific materials, articles (hereinafter referred to as Author's materials) in the journal «Technologies & Quality» under the following conditions.

This Agreement defines the relationship between the Settlor, Publisher of the journal «Technologies & Quality», registered in the Federal Service for Supervision of Communications, Information Technology and Mass Media, Certificate of registration of the print media N ФС 77-75262 as of March «07», 2019, and the Author (or other rights holder) who has accepted the public offer of this Agreement.

This Agreement in accordance with the 2<sup>nd</sup> paragraph of Article 437 of the Civil Code of the Russian Federation is a public offer, whose full and unconditional acceptance, in accordance with Article 438 of the Civil Code of the Russian Federation, the Consent sent to the Publisher with its materials attached by the Author, shall be considered.

### **1. TERMS USED IN THE AGREEMENT**

**The Author** is the natural person(s) whose creative work is the Author's material created.

**Author's material** is a scientific article, scientific review, scientific review, other scientific, scientific-practical materials, which are submitted by the Author for publication in the journal.

**Acceptance** of the offer is full and unconditional acceptance of the offer.

**The Journal** is a scientific journal «Technologies & Quality».

**The application form** is the Author's application to the Publisher for publication of the Author's material in the Journal. The application form is posted on the Journal's site at: <https://tik.ksu.edu.ru>.

**Publisher / Settlor of the Journal** is Federal state budgetary educational institution of higher education «Kostroma State University» (156005, 17 Dzerzhinsky St., Kostroma, Russia, OGRN (Primary State Registration Number) 1024400529504, TIN 4401006286, KPP (Tax Registration Reason Code) 440101001, email: [vestnik@ksu.edu.ru](mailto:vestnik@ksu.edu.ru), phone +7(4942)39-16-56.

**The Offer** is this Agreement (an offer to the Author for the publication of Author's material) posted on the site at: <https://tik.ksu.edu.ru>.

**The publication** is placement of the Author's material in the journal «Technologies & Quality».

**The Editorial Board** of the Journal is the creative team that prepares and publishes the Journal.

**The parties** to the Agreement include the Author and the Publisher when they are jointly mentioned.

**The service** is placement (publication) of the Author's material in the Journal on the basis of the Author's Application.

### **2. SUBJECT MATTER**

2.1. The Author grants the Publisher the exclusive right to use the Author's material created by the Author for publication in the journal «Technologies & Quality», on a royalty-free basis for the term of copyright, which is stipulated in the current legislation of the Russian Federation, in accordance with the 2<sup>nd</sup> paragraph of Article 1270 of the Civil Code of the Russian Federation and with this Agreement;

2.2. The rights to use the Author's material transferred under this Agreement include:

- reproduction of the Author's material in any material form, including hard copy and electronic media, in the Journal and/or in the databases of the Publisher and/or third parties at the Publisher's discretion, in accordance with the agreements to be entered into by the Publisher;
- distribution of Author's Material as part of the Journal and/or in the databases of the Publisher and/or third parties at the Publisher's discretion;
- making the Author's material available to the public in such a way that any person could access the Author's material from any place and at any time of its choice (including via the Internet);
- granting permission to use the Author's material obtained under this Agreement, and to assign the rights to third parties at the Publisher's discretion;
- translation of the Author's material into foreign languages and the use of the translated Author's material by the means specified.

2.1. The territory in which the use of rights to the Author's material is allowed is not restricted.

2.2. This Agreement comes into force as soon as the Author sends the Acceptance to the Publisher with the Author's material attached to the Journal.

2.3. The Author surrenders the Rights to use the Author's material to the Publisher free of charge.

2.4. Should the Publisher decide to refuse to publish the Author's material in the Journal, this Agreement shall become invalid. The decision to refuse publication shall be sent to the Author at the e-mail address specified in the Application.

2.5. The Publisher undertakes rendering to the Author Services related to the publication of the Author's material in the Journal during the whole term of the Agreement.

### **3. CONDITIONS OF SERVICE RENDERING**

3.1 The Author submits Author's materials, which satisfy the offer requirements designed in accordance with the rules.

3.2. The Author performs Acceptance of (a full and unconditional consent with) the offer.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **4.1 The Author guarantees that:**

- 1) The Author has exclusive rights to the Author's material;
- 2) The Author's material has not been previously transferred to anyone for reproduction or other use;
- 3) The Author's material made available under this Agreement does not infringe any third party's rights. It contains all references to the quoted authors and/or periodicals (materials) stipulated in the applicable copyright laws;
- 4) all necessary permissions for the cited results, for facts and other borrowed materials, which are not the copyright holder of the Author, are obtained by the Author;
- 5) the Author's material does not contain information, which is not subject to publication in the open press according to the current legislation of Russian Federation, and its publication or distribution will not lead to disclosure of the secret (confidential) information (including the state secret);
- 6) If the Author's material is written in co-authorship or if the Author's material is translated into a foreign language in co-authorship, the Author guarantees that it has informed the said about the terms of this Agreement and that it has received their written permission to sign on their behalf.

##### **4.2 The Author undertakes:**

- 1) to submit the Author's material designed in accordance with the Publisher's requirements set out in the Requirements for typescript submission available on the Publisher's official site at: <https://tik.ksu.edu.ru> ;
- 2) to inform the other co-authors of the terms of this Agreement and obtain the consent of all co-authors to enter into it on the terms and conditions stipulated in this Agreement;
- 3) not to use the electronic copy of the Author's material produced by the Publisher, for commercial purposes and in other publications without the Publisher's consent;
- 4) to comply with the following ethical principles:
  - The Author (or the collective of authors) is initially responsible for the novelty and reliability of the Author's material submitted;
  - An Author shall not submit to the Journal an Author's material that has been sent to another journal and/or is under consideration for publication in another journal (publisher), and neither an Author's material that has already been published in another journal (publisher's house);
  - The Author shall not resubmit Author's material that is about the same research as the original one. If elements of the Author's material have been previously published, the Author is obliged to refer to such publication and to indicate the essential difference between the new Author's material and the previously published one. The Author is also obliged to identify the relationship of the new Author's material to the conclusions of the previous one(s). Verbatim copying or paraphrasing of the previous Author's material is unacceptable;
  - Borrowed fragments or statements shall be formatted with a mandatory reference to the original source. Excessive borrowing, plagiarism in any form (unquoted, paraphrased or appropriating the rights to the results of others' investigations) is unacceptable;
  - all persons who have made a substantial contribution to the preparation and writing of the Author's material shall be named as co-authors of the Author's material. All co-authors must approve the final version of the Author's material and they must be in agreement with its publication;
  - The Author is (are) responsible for the accuracy of the information presented, for the absence of data not to be published publicly; it is also responsible for the accuracy and completeness of the information in the cited literature. The Author guarantees the Editor (Publisher) compensation for damages in the case of such violations;
  - Significant conflicts of interest which may have influenced the results or conclusions presented in the Author's material shall be disclosed in the Author's material. The Author shall also list all sources of funding for the preparation and writing of the Author's material;
  - if the Author discovers material errors or inaccuracies in the Author's material at the review stage or after publication, it must notify the Publisher immediately.

4.3 When preparing the Author's material and dealing with the Publisher (the Editorial Board), the Author must rely on the Requirements for typescript submission available on the Publisher's official site.

##### **4.4. The Author has the right to:**

- 1) donate a copy of Author's material in whole or in part to colleagues for their personal or professional use, for the advancement of academic or research investigations, for educational and/or employer information purposes;
- 2) use material from published Author's material when working on a book;
- 3) use the individual figures or tables and extracts of text for its own teaching purposes or to incorporate them into other materials, to present them in electronic format on an internal computer network (secure network) or on the Author's or its employer's website;
- 4) include the Author's material in training compilations for use in the classroom, for free distribution to the Author's students, or save the material in electronic format on a local server for student access to both parts of the course and for

internal training programmes at the Employer's institution;

5) upon any subsequent authorised use of the published Author's material (including any individual part or fragment thereof), one shall specify the reference to the Journal, the Author(s), the title of the material, the number of the Journal and the year of publication.

4.5 The Publisher undertakes: to publish the article (Author's material) in accordance with the terms of this Agreement if there is a positive result of the internal review and the reviewer's comments are removed by the Author.

4.6 The Publisher has the right to:

- 1) carry out literary and technical editing of the Author's material, which would not change its principle provisions;
- 2) carry out the expertise and review of the received Author's material and propose to the Author to make necessary changes, without which the material will not be published;
- 3) translate the Author's material into any foreign languages;
- 4) establish the rules (terms) of accepting and publishing the Author's material. It is the Publisher to whom the exclusive rights of selection and/or rejection of the Author's Material sent for publication belong;
- 5) in accordance with Article 42 of the Russian Federation Law 'On Mass Media', to reject the publication of Author's material if it does not meet the Publisher's requirements. No one has the right to oblige the Editorial board (the Publisher) to publish the Author's material rejected by it, unless otherwise stipulated by law;
- 6) the Publisher shall have the right to enter into contracts and agreements with third parties at its own discretion, without any agreement with the Author;
- 7) unilaterally change the terms of this Agreement and amend its provisions by publishing notices of changes on the Publisher's site <https://tik.ksu.edu.ru>.

## **5. THE PROCEDURE FOR CONCLUDING AND AMENDING THE AGREEMENT**

5.1. This Agreement is available on the Publisher's website at [\\_https://tik.ksu.edu.ru](https://tik.ksu.edu.ru) and it is an offer (public offer) of the Publisher to an unspecified group of people (the Authors) to conclude this Agreement with the full and unconditional acceptance of its terms (acceptance) by the Author (Authors), in accordance with Article 438 of the Civil Code of the Russian Federation.

5.2. What constitutes Conclusion of the agreement on the part of the Author, i.e. full and unconditional acceptance of the terms of the Agreement by the Author, includes the performance by the Author of any of the following actions:

- 1) the Author submits the Consent with the Author's material attached to the Publisher in person, by post or electronically, and the Author's material is registered by the Publisher upon receipt of the former at the Publisher's address;
- 2) revision of the Author's material by the Author at the Editorial Board's suggestion and submission of the revised Author's material to the Publisher for publication in the Publisher's Journal.

5.3. This Agreement may be terminated in the following cases:

- 1) by agreement of the Parties prior to the decision to publish the Author's material in the Publisher's Journal;
- 2) at the Publisher's initiative if the Author's material does not meet the Publisher's requirements set out in the Requirements for the design of articles posted on the Publisher's site at: <https://tik.ksu.edu.ru>, and/or if it cannot be published in the Publisher's journal for other reasons. In this case, the Publisher will send a reasoned refusal to the Author via the e-mail address that is the contact address specified by the Author as contact one;
- 3) at the initiative of the Author, if the material has not been published within one year of the Author's approval for publication in the Publisher's journal. In this case, the Author shall give the Publisher a written notice of withdrawal from this Agreement
- 4) on other grounds stipulated by the current legislation of the Russian Federation.

5.4 All changes made by the Publisher to this Agreement shall take effect 14 (Fourteen) calendar days after such changes are made and published on the Publisher's website <https://tik.ksu.edu.ru>. If the Author does not agree to the changes in the terms of this Agreement, the Author has the right to give a written notice of withdrawal from this Agreement to the Publisher before the respective changes come into force. In the absence of a written notification from the Author before the changes to the Agreement come into force, the changes are deemed to be accepted by the Author and the Agreement continues to be in force with the changes made.

## **6. LIABILITY OF THE PARTIES**

6.1 The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the applicable laws of the Russian Federation.

6.2 All information provided by the Author shall be complete and truthful. When using unreliable information received from the Author, the Publisher does not bear responsibility for the negative consequences, which could have been caused by the Author's actions based on the presented unreliable information.

6.3 The Author is solely responsible for complying with the legislation on advertising, protection of copyright and related rights, protection of trademarks and service marks and consumer protection. In the event of claims relating to the infringement of exclusive copyright or other intellectual property rights of third parties, the Author undertakes to

- 1) immediately upon becoming aware of an infringement of the rights of third parties, take steps to settle disputes

with the third parties;

2) reimburse the Publisher for legal costs and damages resulting from the application of security measures and the execution of the judgement, as well as other losses incurred by the Publisher in relation to the author's failure to honour the guarantees provided by this Agreement.

6.4 The Publisher shall not be liable under the Agreement for:

- 1) any action the Author's actions directly or indirectly result in;
- 2) any loss to the Author, irrespective of the Publisher's ability to foresee the possibility of such loss;
- 3) unauthorised use of data provided to third parties by the Author.

6.5 The Publisher is released from liability for breach of the Agreement if such breach is caused by force majeure circumstances (circumstance beyond the parties' control), as follows: actions of public authorities (including adoption of legal acts), fire, flood, earthquake, other natural disasters, power failure and/or computer network failures, strikes, civil unrest, street riots, and any other circumstances that may affect the performance of the Agreement by the Publisher.

## 7. SETTLEMENT OF DISPUTES

7.1. Disputes and disagreements shall be resolved by the Parties by negotiation, and in case of failure to reach agreement, in accordance with the applicable laws of the Russian Federation.

7.2. In the event of unresolved disputes between the Parties, the disputes shall be resolved in court at the location of the Publisher in accordance with the applicable laws of the Russian Federation.

## 8. OTHER CONDITIONS

8.1. In case the Author is an individual, from the moment of provision of Author's materials to the Publisher up to the moment of termination of Parties obligations under this Agreement the Author consents to the processing of personal data - first name, patronymic (if any), last name, academic degree, academic rank, position, information about employment including their postal address, passport data, domicile, contact telephone number, email address - in accordance with the sixth article of the Russian Federation law «On Personal Data» N 152-ФЗ. What is meant by processing of personal data is actions (operations) with personal data with or without the use of automated means, including collection, recording, systematisation, accumulation, storage, clarification (updating, modification), extraction, use, distribution (including transfer to third parties, in accordance with clause 4.5), anonymisation (for review), blocking and destruction of personal data.

8.2 The text of this Agreement (public offer) shall be posted on the Publisher's website at <https://tik.ksu.edu.ru>.

The text of the Publishing Agreement is approved at a meeting of the Editorial Board of the journal «Technologies & Quality».