

COPYRIGHT AGREEMENT
(public offer) for the placement of copyright materials in the journal
“Vestnik of Kostroma State University”

Settlor, Publisher – the federal state budgetary educational institution of higher education “Kostroma State University” represented by Prorector of Scientific Work Vladislav Vladimirovich Gruzdev acting on the basis of power of attorney # 29/19 as of August 1, 2019 – offers an indefinite circle of people (hereinafter – the Author, the Authors) to enter into this Copyright Agreement (hereinafter – the Agreement) on the publication of scientific materials, articles (hereinafter – the Author’s material) in the journal “Vestnik of Kostroma State University” on the following conditions.

This Agreement defines the relationship between the Settlor, the Publisher of the journal “Vestnik of Kostroma State University” registered by the Service for Supervision in the Field of Communications, Information Technology and Mass Communications of the Russian Federation, registration certificate ПИ # ФС 77-75265 as of the "7th" of March 2019, and the Author (or other copyright holder) who has adopted the public proposal (accepted the offer) to conclude this Agreement.

This Agreement, in accordance with the 2nd paragraph of Article 437 of the Civil Code of the Russian Federation, is a public offer, the full and unconditional acceptance (accept) of which, in accordance with Article 438 of the Civil Code of the Russian Federation, is considered to be a Consent sent, with its materials attached, by the Author to the Publisher.

1. CONCEPTS USED IN THE AGREEMENT

The Author, the individual (the person) by whose creative work the Author's material is created.

The Author's material, scientific articles, scientific reports, scientific reviews, other scientific, scientific-practical materials provided by the Author for the publication in the journal.

Accept of the offer, full and unconditional acceptance of the offer.

The Journal, the scientific journal “Vestnik of Kostroma State University”.

Application, the Author's appeal to the Publisher to publish the Author's material in the journal. The application form is posted on the Journal's site on the Internet at: <https://vestnik.ksu.edu.ru/publishrequest.html>

Publisher / Settlor of the journal, the federal state budgetary educational institution of higher education “Kostroma State University” (17 Dzerzhinskiy St., 156005 Kostroma, Russia, Main State Registration Number (OGRN) 1024400529504, TIN 4401006286, Reason Code for Registration (KPP) 440101001, e-mail: vestnik@ksu.edu.ru, phone +7(4942)39-16-56.

The Offer, this Agreement (proposal to the Author to publish the Author's material) posted on the site at: <https://vestnik.ksu.edu.ru/documents/journal/license-ru.pdf>

Publication, placement of the Author's material in the journal “Vestnik of Kostroma State University”.

The Journal’s editorial board, the creative team to prepare and issue the Journal.

The Parties, the Author and the Publisher when mentioned together.

The Service, placement (publication) of the Author's material in the Journal on the basis of the Author's Application.

2. SUBJECT MATTER OF THE AGREEMENT

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 “Vestnik of Kostroma State University”, free of charge for the term of copyright provided for by the effective legislation of the Russian Federation, in accordance with paragraph 2 of Article 1270 of the Civil Code of the Russian Federation and this Agreement.

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

- reproduction of the Author's Material in any material form, including on paper and electronic media, in the Journal and (or) in the databases of the Publisher and (or) of third parties at the discretion of the Publisher, in accordance with contracts concluded by the Publisher;
- distribution of the Author's material as part of the Journal and (or) in the databases of the Publisher and (or) of third parties at the discretion of the Publisher;
- bringing the Author's material to the general attention so that any person can access the Author's material from any place and at any time of its own choice (including via the Internet);
- granting permission to use the Author's material received under this Agreement, and transferring rights to third parties at the discretion of the Publisher;
- translation of the Author's material into foreign languages and use of the translated Author's material by the specified methods.

2.3. The territory where the use of rights to the Author's material is allowed is not specified.

2.4. This Agreement shall enter into force upon the moment of the Author's Consent sent to the Publisher with the attachment of the Author's material for the Journal.

2.5. The Author shall transfer to the Publisher the Rights to use the Author's material free of charge.

2.6. If the Publisher decides not to publish the Author's material in the Journal, this Agreement shall become invalid. The Author shall be sent the said unfavourable decision to the e-mail address specified in the Application.

2.7. The Publisher shall provide the Author with Services related to the publication of the Author's material in the Journal during the term of the Agreement.

3. MANDATORY TERMS OF SERVICE RENDERING

3.1. The Author provides the Author's material that meet the requirements of the offer and are executed in accordance with the rules.

3.2. The Author accepts the offer (fully and unconditionally).

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Author guarantees:

- 1) Possession of exclusive rights to the Author's material;
- 2) Absence of previous transmission of the Author's material for reproduction or other use to anyone;
- 3) Absence of infringement of rights of third parties by means of the Author's material provided under this Agreement. Presence of all references to the cited authors and (or) publications (materials) provided for by the current copyright law in it;
- 4) Availability of all necessary permits for the given results, facts and other borrowed materials, whose copyright holder the Author fails to be;
- 5) Absence of information not to be published in the public domain, in accordance with the current legislative acts of the Russian Federation, in the Author's material and safety concerning the disclosure of secret (confidential) information (including state secrets) at its publication and distribution;
- 6) Informing co-authors or consultants on translation, if any, when working out or translating the Author's material, about the terms of this Agreement, and presence of their written permission to sign on their behalf.

4.2. The Author undertakes to:

- 1) provide the Author's material executed in accordance with the Publisher's requirements set out in the Typescript design requirements posted on the Publisher's site on the Internet at: <https://vestnik.ksu.edu.ru/documents/journal/requirements-ru.pdf>;

- 2) inform its co-authors about the terms of this Agreement and obtain the consent of all the co-authors to this Agreement's conclusion on the terms and conditions provided hereto;

- 3) not to use electronic copy of the Author's material in case of copy preparation by the Publisher, for commercial purposes and in other periodicals without the consent of the Publisher;

4) observe the following ethical principles:

– The Author (or team of Authors) is (are) initially responsible for the novelty and reliability of the provided Author's material;

– The Author shall not submit to the Journal the Author's material already sent to another journal and (or) under consideration for publication in another journal (publishing house), as well as the Author's material already published in another journal (publishing house);

– The author shall not resubmit the Author's material devoted to the same study as an original one. If the elements of the Author's material have previously been published, then the Author shall refer to such publication and indicate a significant difference between the new Author's material and the previously published one. Also, the Author is obliged to reveal communication of the new Author's material with conclusions of the previous one (ones). Verbatim copying or rephrasing of the previous Author's material is not permitted;

– borrowed fragments or approvals shall be executed with the obligatory indication of the original source. Excessive borrowing, plagiarism in any form (unformed quotations, paraphrases or assignment of rights to the results of others' investigations) are not permissible;

– all who made a substantial contribution to the preparation and writing of the Author's material shall be listed as co-authors. All the co-authors shall approve the final version of the Author's material and agree with its publication;

– The Author (Authors) is (are) responsible for the reliability of the given information, for the absence of data not subject to open publication, for the accuracy and completeness of information on the cited literature. The Author guarantees paying the Editorial board (the Publisher) damages in case of such violations;

– The Author shall disclose in the Author's material substantial conflicts of interest which may have influenced the results or conclusions presented in the Author's material. The Author shall also list all sources of funding for the preparation and working out of the Author's material;

– if the Author finds significant errors or inaccuracies in the Author's material at the stage of consideration or after publication, then it shall immediately notify the Publisher of this.

4.3. When printing the Author's material and interacting with the Publisher (Editorial board), the Author shall rely on the Typescript design requirements posted on the Publisher's site on the Internet.

4.4. The Author has the right to:

1) donate to colleagues a copy of the Author's material in whole or in part for their personal or professional use, for the promotion of academic or scientific investigations, for educational and (or) for the information purposes of the employer;

2) use materials from published Author's material when working on a book;

3) use individual figures or tables and excerpts from the text for its own training purposes or to include them in other materials to be presented electronically on an internal (secure) computer network or on sites of the Author or its employer;

4) include the Author's material in educational collections for use in the audience, for free distribution of the material to the Author's students, or store the material in electronic form on a local server for access of students to both parts of the training course and to internal training programmes in an institution of the employer;

5) when using one way or another the published Author's material (including any separate part, fragment thereof) in the future by permission, a reference to the Journal, to the Author (s), to the title of the Material, to the issue of the Journal and to the year of publication is obligatory.

4.5. The Publisher shall publish the article (the Author's material) in accordance with the terms of this Agreement if there is a positive result of internal review and (or) if the reviewer's corrections are considered 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 fundamental provisions;

2) conduct examination and review of the received Author's material and propose to the Author the necessary changes, without which the material cannot be published;

3) translate the Author's material into any languages;

4) establish the rules (conditions) for acceptance and publication of the Author's material. This is the Publisher to whom the exclusive rights to select and (or) reject the Author's material sent for publication belong;

5) reject the publication of the Author's material if it does not meet the Publisher's requirements, in accordance with article 42 of the Law of the Russian Federation "On Mass Media". No one shall oblige the Editorial board (the Publisher) to publish the Author's material rejected by the former, unless otherwise provided by law;

6) The Publisher shall have the right to conclude contracts and agreements with third parties at its discretion without any agreement with the Author;

7) The Publisher shall have the right to modify the terms of this Agreement and to unilaterally amend its provisions by publishing notice of changes on the Publisher's site: <https://vestnik.ksu.edu.ru>

5. PROCEDURE FOR CONCLUSION OF THE AGREEMENT AND MODIFICATION OF ITS TERMS

5.1. This Agreement is posted on the Publisher's site on the Internet at the address: <https://vestnik.ksu.edu.ru/documents/journal/license-ru.pdf> and is a proposal (a public offer) of the Publisher to an indefinite circle of persons (Authors) about the conclusion of this Agreement with full and unconditional acceptance of its terms (accept) by the Author (s), in accordance with article 438 of the Civil Code of the Russian Federation.

5.2. What constitutes the conclusion of the Contract by the Author, that is, the Author's full and unconditional acceptance of (consent with) the terms of the Agreement, is fulfillment of any of the following actions by the Author:

1) submission of the Consent by the Author with the application of the Author's material to the Publisher personally, through mail or e-mail channels and registration of the Author's material received at the Publisher's address by the Publisher;

2) revision of the Author's material by the Author at the suggestion of the Editorial board and transfer 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 making a decision on publication of the Author's material in the Publisher's Journal;

2) at the initiative of the Publisher, if the Author's material does not meet the Publisher's requirements set forth in the Typescript design requirements posted on the Publisher's site at the address: <https://vestnik.ksu.edu.ru/documents/journal/requirements-ru.pdf>, and (or) if it cannot be published in the Publisher's Journal, for other reasons. In this case, the Publisher shall forward the motivated refusal to the Author to the Author's e-mail address specified as the contact one;

3) at the initiative of the Author, if at the approval of the Author's material for publication in the Publisher's Journal, the Material failed to be published within a year. In this case, the Author shall give written notice of refusal of this Agreement to the Publisher;

4) on other grounds provided by the current legislation of the Russian Federation.

5.4. All changes made by the Publisher to this Agreement shall enter into force in 14 (Fourteen) calendar days following such adopted amendments and following the publication of information on changes made to the Agreement on the Publisher's site on the Internet. In case of the Author's disagreement with the changes in the terms of this Agreement, the Author shall have the right to send the Publisher a written notice of refusal of this Agreement before the corresponding changes come into force. In the absence of written notice from the Author prior to the effective date of the amendments to the Agreement, the amendments shall be deemed accepted by the Author and the Agreement shall continue to be valid as amended.

6. LIABILITY OF THE PARTIES

6.1. For non-fulfillment or improper performance of their obligations hereunder, the Parties shall be liable in accordance with the effective legislation of the Russian Federation.

6.2. All information provided by the Author shall be complete and reliable. When using false information received from the Author, the Publisher shall not be liable for the negative consequences caused by the actions of the Author on the basis of the presented false information.

6.3. The Author independently bears full responsibility for compliance with the requirements of the legislation for advertising, protection of copyright and related rights, protection of trademarks and service marks, protection of consumer rights. In case of making claims to the Publisher related to violation of exclusive copyright or other intellectual property rights of third parties, the Author shall:

1) immediately upon receipt of information on violation of the rights of third parties, take measures to settle disputes with the third parties;

2) indemnify the Publisher for the legal costs and losses incurred, which are caused by the application of the measures to enforce the claim and execution of the court decision, as well as for other losses incurred by the Publisher in connection with non-compliance with the guarantees provided by the Author under this Agreement.

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

1) any actions that are the direct or indirect result of the Author's actions;

2) any losses of the Author, whether or not the Publisher could have foreseen the possibility of such losses;

3) unauthorised use of data provided to third parties by the Author.

6.5. The Publisher shall be exempt from liability for violation of the terms of the Agreement if such violation is caused by force majeure, including: restrictions of state authorities (including by adopted legal acts), fire, flooding, earthquake, other natural disasters, lack of electricity and (or) computer network failures, strikes, street clashes, unrest, any other circumstances that may affect the execution of the Agreement by the Publisher.

7. DISPUTE RESOLUTION PROCEDURE

7.1. Disputes and disagreements shall be resolved by the Parties through negotiations, and in case of non-achievement of consent, in accordance with the current legislation of the Russian Federation.

7.2. In case of unresolved disagreements of the Parties, disputes shall be settled in court at the place of location of the Publisher in accordance with the current legislation of the Russian Federation.

8. OTHER TERMS AND CONDITIONS

8.1. If the Author is a natural person, then, in accordance with article 6 of the Law of the Russian Federation "On Personal Data" # 152-Ф3 as of July 27, 2006, from the moment of sending the Author's material to the Publisher until termination of the obligations of the Parties hereunder, the Author agrees to the processing of personal data – first name, patronymic, last name, degree, academic title, position, information about places of work with indication of their postal address; passport data, residence, contact phone number, e-mail address. What is meant by the processing of personal data is actions (operations) using automation means or without the use of such means with personal data, including collection, recording, systematisation, accumulation, storage, refinement (updating, modification), extraction, use, distribution (including transfer to third parties, in accordance with clause 4.5), depersonalisation (to perform review), blocking and destruction of personal data.

8.2. The text of this Copyright agreement (public offer) is posted on the Internet on the Publisher's site at: <https://vestnik.ksu.edu.ru/documents/journal/license-ru.pdf>

The text of the Copyright agreement is approved at a meeting of the editorial board of the journal "Vestnik of Kostroma State University".