

Contract of public offer for placement of authors' materials in the journal "Vestnik of Kostroma State University"

City of Kostroma

Federal State budgetary educational institution of higher education "Kostroma State University" (hereinafter University/Publisher), acting on the basis of a licence as of 6 September 2016 No. ЛО35–00115–44/00119034, issued by the Federal Service for Supervision of Education and Science, represented by Stepan Vyacheslavovich Buykin, Prorector of Scientific Work, acting on the basis of Power of Attorney No. 21/25 as of 31 July 2025, publishes this offer, addressed to an indefinite number of persons who have reached the age permissible under the laws of the Russian Federation for acceptance of the offer, and have the appropriate powers, hereinafter University/Publisher, for the purpose of concluding a contract for the provision of services for publishing (publication) of author's materials (hereinafter the Article) in issues of the periodical print edition, the journal "Vestnik of Kostroma State University" (Mass media registration certificate as of 7 March 2019 ПИ № ФС 77–75265; issued by the Federal Service for Supervision in the Sphere of Media, Information Technologies and Mass Communications) (hereinafter the Journal) (hereinafter the Contract), on the following terms.

1. TERMS

- 1.1. This Contract defines the relations between the Publisher and the Author (or other right holder), who has accepted the public proposal (offer) to conclude this Contract.
- 1.2. The present Contract is a public offer, the full and unconditional acceptance (acceptance) of which, sending of the Author's materials to the Publisher by the former shall be considered.
- 1.3. Concepts used in the contract:
- **The Author** is a natural person (author's collective), by whose creative labour the Author's material is created.
 - **The Author's material, the Article** is a work, a scientific, scientific–practical, methodological material, the Author submits for publication in the Journal.
 - **The Offer** is this Contract (an offer to the Author to publish its own material).
 - **Acceptance of the Offer** is full and unconditional acceptance of the Offer.
 - **The Journal** is "Vestnik of Kostroma State University".
 - **Publication** is publishing the Author's material in the Journal.
 - **The Editorial Office** is a team that prepares and publishes the Journal.
 - **The Editorial Board** is a team of scientific editors, who manage the Journal, have the Editorial Board member status and are authorised to make decisions on the Journal content;
 - **Reviewing** is the process of expert evaluation of scientific articles submitted to the Journal Editorial Office; the process is carried out by specialists in the relevant field in order to determine the quality, compliance with standards, expediency of publication of the Author's materials.
 - **The Service** is publishing (publication) of the Author's material in the Journal on the basis of the Author's Application.

2. GENERAL PROVISIONS

- 2.1. The Author makes full and unconditional acceptance of the Offer by sending the Author's materials in the manner specified in this Contract.
- 2.2. This Contract is an official public offer (hereinafter the Offer).
- In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation, in case of acceptance of the terms and conditions set out below, and payment for the services, the legal entity or individual who accepts this offer, becomes the Customer. In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer is tantamount to the conclusion of a contract for rendering services on the terms and conditions set

out in the Offer.

2.3. The Contract is concluded by acceptance (accept) of the University's Offer by the Customer. What is recognised as full and unconditional Acceptance of the University's Offer, in accordance with Article 438, paragraphs 1 and 3 of the Civil Code of the Russian Federation, includes:

- sending via online article acceptance system an application form completed by the Customer, (hereinafter the Application) for publication of the Article in the Journal;
- meeting of the Journal requirements by the article and its acceptance by the Journal Editorial Office for publication;
- payment for the services by the Customer in the order, amounts and terms specified in this Contract.

2.4. The Contract, as well as all amendments and supplements, which are its integral part, shall be placed on the Journal's official site in the Internet World Wide Web (hereinafter the Internet) at the address: <https://vestnik.kosgos.ru> (hereinafter the Site).

3. SUBJECT OF THE CONTRACT

3.1. The University undertakes to the Customer to render services of proper quality within the term no later than 5 months from the moment of payment for the services by the Customer, provided that the Author's material is accepted for publication; the services consist exactly in: editing, proofreading of the Author's material is carried out; the camera-ready is produced, and other actions related to the publication of the Author's material are carried out; while the Customer undertakes to pay for the services in the order and under the conditions stipulated by this Contract (hereinafter the Services).

3.2. From the moment this Contract comes into force, the Author grants a non-exclusive licence to the University to use the Article created by the Author. What is understood by the use of the Article is:

3.2.1. Reproduction of the Article (publishing, publicising, duplicating, replicating or otherwise reproducing the Article) without limiting the number of copies. In this case, each copy of the Article must contain the name of the Author of the Article;

3.2.2. Dissemination of the Article by any means, including via the Internet;

3.2.3. Making the information contained in the Article, publicly known, including via the Internet;

3.2.4. Using the Article metadata through dissemination and making it publicly known, processing and systematisation, as well as inclusion in scientific electronic libraries, abstract databases and citation systems.

3.3. What constitutes the conclusion of the Contract on the part of the Author, i.e. full and unconditional accepting (Acceptance) of the terms and conditions of the Contract by the Author, is performing the following actions by the Author:

3.3.1. Transmission of the Article material and all necessary accompanying documents by the Author to the University online via the Article acceptance system on the Journal site.

3.3.2. Revision of the Article material by the Author at the suggestion of the University (including the Author's resolution of reviewers' comments) and transfer of the revised Article and all necessary accompanying documents for publication in the Journal to the University by the Author personally, by post or electronic communication channels.

3.4. What constitutes the conclusion of the Contract on the part of the University, includes publication of the Article in the Journal, in accordance with the terms of this Contract, in the event of favourable review results.

3.5. Detailed information about the requirements to the Article and the Author's materials, information about deadlines for submitting materials and other information about the order of placement (publication) of the Article shall be indicated by the University on the Journal Site.

4. COST OF SERVICES AND PAYMENT PROCEDURE

4.1. The cost of services under the Contract is 7000 (seven thousand) roubles 00 kopecks,

including value added tax. The cost of services under the Contract shall include all expenses of the University related to the execution of the Contract in full.

4.2. Payment for the Services shall be made by:

4.2.1. Non-cash transfer of funds to the University's settlement account on the basis of the QR code;

4.2.2. Money transfer to the details specified in clause 13.

4.2.3. Paying cash to the University's cash desk.

4.3. The payment for the University Services shall be made by the Customer in full no later than the deadline specified in the information letter with the confirmation of acceptance of the Article for publication in the Journal (hereinafter information letter).

4.4. The Customer's payment obligations shall be deemed to be duly fulfilled on the day when the money is credited in full to the University's settlement account.

4.5. In case of unilateral cancellation of the Contract by the Customer after the acceptance of the Article for publication in the Journal, no refund shall be made to the Customer.

5. TERMS AND PROCEDURE OF SERVICE RENDERING

5.1. The Author provides the Article, which fulfils the requirements of the Offer and is executed according to the requirements placed on the Journal Site;

5.2. The rights transferred by the Author to the University free of charge, and publishing the Article does not entail any financial payments to the Author.

5.3. The Author retains the copyright to the Article and grants the University the right of first publication of the Article.

5.4. The Customer shall pay for the Services in the manner prescribed by this Contract.

5.5. The Services shall be deemed to have been rendered properly and in full if the Customer has not submitted a motivated claim within two days from the date of publication of the Article.

5.6. Upon the fact of rendering the services, the University sends the Act of rendered services at the written request of the Customer. The University's copy after signing by the Customer shall be sent to the University within 2 calendar days.

5.7. In case of non-compliance with the requirements for the placement (publication) of the Article posted on the Journal Site, by the Customer, the University reserves the right to unilaterally terminate the Contract; in such case, the Service will not be rendered.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Author guarantees that:

6.1.1. It is a valid right holder of exclusive rights to the Article; the rights granted to the University under this Contract, had not been previously transferred and neither will be transferred to third parties until the publication of the Article by the University in the Journal;

6.1.2. The Article contains all references to the cited authors and (or) publications (materials) stipulated by the current copyright legislation;

6.1.3. All necessary permissions for the results, facts and other borrowed materials, whose copyright holder is not the Author, but which are used in the Article, have been obtained by the Author, and it has the corresponding written permissions from the copyright holders;

6.1.4. The Article does not contain materials not subject to publication in the open press, in accordance with the current legislative acts of the Russian Federation, and its publication and distribution will not lead to disclosure of secret (confidential) information (including state secrets);

6.1.5. All co-authors are informed about the terms and conditions of the Contract and have agreed to the conclusion of this Contract.

6.2. The Author undertakes:

6.2.1. Providing the Article in compliance with the requirements specified on the Journal Site and the requirements of the Offer.

6.2.2. Non-providing the Article, which had been published in the volume of more than 20% in

other printed and (or) electronic editions, except for the publication of the preprint (manuscript) of the Article.

6.2.3. Non-transferring the Article to other publications without the consent of the University and non-using for commercial purposes an electronic copy of the Article, which is prepared by the University, in case of transferring it to the Author.

6.2.4. Observing the following ethical principles:

- the Author (team of authors) is personally responsible for the novelty and reliability of the data presented in the Article;
- if elements of the Article have been previously published, the Author is obliged to refer to such publication and indicate the essential difference of the new Article from the previously published one;
- borrowed fragments or statements must be formalised with obligatory indication of the original source. Excessive borrowing, plagiarism in any form (unformatted quotations, paraphrases or appropriation of rights to the results of other people's investigations) are not acceptable;
- all persons who have made a substantial contribution to the preparation and writing of the Article must be listed as co-authors of the Article;
- the Author is responsible for the cited information authenticity, for the absence of data that would not be subject to public publication, for the accuracy and completeness of information on the cited literature;
- if the Author discovers material errors or inaccuracies in the Article at the review stage or after publication, it must notify the University immediately.

6.3. The Author has the right:

6.3.1. To transfer to third parties an electronic copy of the published Article provided by the University, in whole or in part, for inclusion of the Article in databases and repositories of scientific information, as well as for the purpose of promoting academic or scientific investigations or for information and educational purposes, provided that the references to the Author, the Journal and the University are provided.

6.3.2. To use the Article material when preparing other scientific and scientific-methodological materials, provided that references to the Author, the Journal and the University are provided.

6.3.3. To withdraw the Article at any time by notifying the University. Should an already published Article be withdrawn, it will be retracted.

6.3.4. Also, the Author grants the Publisher the right to store and process its personal data of the following nature without time limit: first name, patronymic, last name, place of work, work address, e-mail, information about skills and qualifications (academic degree and academic title).

6.4. The University undertakes:

6.4.1. Publishing the Author's Materials in accordance with the terms of this Contract.

6.4.2. Submitting the layout of the Author's materials for approval and making reasonable revisions of the Author.

6.4.3. Observing the Author's rights stipulated by the current legislation, as well as protecting them and taking all necessary measures to prevent infringement of copyright by third parties.

6.4.4. Distributing the Journal copies, in accordance with the Federal Law No. 77-Φ3 as of 29 December 1994 "On Mandatory Copy of Documents".

6.5. The University has the right:

6.5.1. To carry out technical and literary editing of the Article without changing its main content.

6.5.2. To review the Article and suggest the Author to make the necessary changes, until the fulfilment of which, the Article will not be placed in the Journal.

6.5.3. In any subsequent authorised use of the Journal and (or) the Article (including any of its separate parts, fragments) by the Author and (or) other persons, to require the said person(s) to refer to the Journal, the University, the Author or other copyright holders, with the title of the Article, the issue of the Journal and the year of publication, as it is indicated in the Journal.

6.5.4. To place in the mass media and other information sources an announcement and (or) a notice of the forthcoming publication of the Article;

6.5.5. To establish the rules (conditions) of acceptance and publication of Articles in the Journal. It is the Editorial Board of the Journal who has exclusive rights to select and (or) reject materials sent to the Editorial Office of the Journal for publication. The Editorial Office of the Journal shall not enter into any correspondence regarding the rejection of Articles by the Editorial Board of the Journal;

6.5.6. To suspend services rendering under the Contract unilaterally out of court in case of breach of obligations accepted in accordance with the Offer, with the Author's party.

6.5.7. To make a decision on withdrawal (retraction) of the published Article in the case of:

- obtaining evidence that the information presented in the Article, is inaccurate, regardless of whether this is a bona fide misrepresentation or a deliberate misconduct;
- existence of earlier duplicate publications;
- evidence of plagiarism;
- concealed conflict of interest that could influence the interpretation of the data;
- providing incorrect author information, without which no correct indexing of the Article in databases is possible;
- confirmed facts of ethics violations;
- absence of the article due to the Author's fault within the established term or within the term established for the article finalisation;
- refusal of the Author to finalise the Article or make corrections to it.

6.5.8. To require the Author to provide any necessary information about the Article.

6.5.9. To duplicate the articles published in the Journal on the Journal Site.

6.5.10. To place the electronic version of the article in the Scientific Electronic Library (eLIBRARY.ru) and in other scientific and bibliographic databases.

6.5.11. To receive from the Customer any information necessary for fulfilment of its obligations under the Contract;

6.5.12. To independently determine the methods of rendering the Services under the Contract.

6.5.13. To notify the Customer at the e-mail addresses provided by the Customer, about changes in the scope, in the range, in the conditions of provision, about the Services rendered; it is also allowed to notify about new services the University renders.

7. LIABILITY OF THE PARTIES

7.1. The Parties shall be liable for non-performance and improper performance of the terms and conditions of the Contract in accordance with the legislation of the Russian Federation.

7.2. The Customer shall be responsible for the accuracy, relevance, completeness and compliance with the legislation of the Russian Federation of the information provided to the University when filling in the Application and for its purity from third party claims. When using unreliable information obtained from the Author, the University is not liable for any negative consequences that may be caused by the Author's actions in submitting false information.

7.3. The Author shall bear any responsibility for compliance with the requirements of the legislation on advertising, on the protection of copyright and neighbouring rights, on the protection of trademarks and service marks, on the protection of consumer rights.

In case of claims against the University related to infringement of exclusive copyright and other intellectual property rights of third parties, the Author undertakes:

- 1) immediately upon receipt of information about infringement of third party rights, taking measures to settle disputes with third parties;
- 2) reimbursing the University for losses that the University may incur due to its fault, which is the failure to comply with the guarantees provided by the University under this Contract.

7.4. The University shall have no liability under the Contract for:

- 1) any action that is a direct or indirect results of the Author's actions;
- 2) any losses of the Author, regardless of whether the University could have foreseen the possibility of such losses;
- 3) unauthorised use of data the Author has provided to third parties.

8. TERM OF VALIDITY OF THE CONTRACT, PROCEDURE FOR ITS AMENDMENT AND CANCELLATION

8.1. The Contract shall be deemed concluded and shall come into force from the date of Acceptance of the University's Offer by the Customer, and it shall remain in force until the Parties fulfil their obligations. When the Customer misses at least one of the actions specified in clause 2.3. of the Contract, the Contract shall not be considered concluded; accordingly, the Customer's Article shall not be allowed for publication in the Journal issue.

8.2. The Contract is valid until the Parties fulfil their obligations under the first one in full, unless terminated prematurely by one of the Parties or by both Parties by agreement of the Parties.

8.3 The Contract may be amended or terminated on the grounds and in the manner provided for by the legislation of the Russian Federation and the Contract.

8.4. The University has the right to change the Contract terms or withdraw it unilaterally, without prior agreement with the Customer, notifying the Customer at least 3 (three) days prior to the introduction of such changes. Notification shall be carried out by posting the relevant information on the Journal Site, as well as by sending an e-mail to the address specified by the Customer when filling in the Application form on the Journal Site.

8.5. All changes made by the University to this Contract shall come into force 5 (five) days after such changes are made and published on the Journal Site. In case the Author does not agree with the changes in this Contract terms, the Author shall have the right to send a written notice of cancellation of this Contract to the University before the relevant changes come into force. In the absence of a written notice from the Author before the changes to the Contract take effect, the changes shall be deemed accepted by the Author and the Contract shall continue to be in force with the changes made.

8.6. This Contract may be terminated prematurely in the following cases:

- by agreement of the Parties at any time prior to the publication of the Article in the Journal;
- on the initiative of one of the Parties in case of breach of the Contract conditions;
- on the initiative of the Publisher, if the Article does not meet the Journal requirements set out on the Site, and (or) for other reasons cannot be published in the Journal of the University. In this case, the University sends a reasoned refusal to the Author to the e-mail address specified as a contact one;
- at the initiative of the Author, in case if after the approval of the Article for publication in the Journal, the material has not been published within one year. In this case, the Author shall send a written notice of cancellation of this Contract to the University;
- on other grounds stipulated by this Contract or the current legislation of the Russian Federation.

9. PROCESSING OF PERSONAL DATA

9.1. By concluding the Contract, the Customer, of its own free will and in its interests, gives the University consent to collecting, recording, systematising, accumulating, storing, clarifying (updating, modifying), extracting, using, transferring (distributing, providing, accessing), depersonalising, blocking, deleting, destroying by third parties concerning its personal data specified by it when filling out the Application, or ones which became known to the University in connection with the execution of the Contract, in particular, first name, patronymic, last name, date and place of birth, passport details, registration addresses, places of residence, mobile phone numbers, e-mail addresses, information on skills and qualifications (education, academic degrees and titles, work experience), personal photographs (photographic images), including through automated processing of such data, for the purpose of implementing the main types of the University activities in accordance with the charter and for the purpose of the University implementing the actions provided for in the terms of this Contract.

9.2. Also, the University reserves the right to use personal data provided by the Customer, in order to ensure compliance with the requirements of current legislative and other regulatory legal

acts of the Russian Federation (including for the purpose of prevention and (or) suppression of illegal and (or) unlawful actions of other users of the Site). Disclosure of information provided by the Customer, can be made only in accordance with the current legislation of the Russian Federation at the request of the court, law enforcement agencies, as well as in other cases stipulated by the legislation of the Russian Federation.

9.3. What constitutes the purposes of personal data processing, is the fulfilment of the terms and conditions of the Contract by the University. By filling in the Application on the Journal Site, the Customer agrees that its personal data or those of other persons for whom the Application is filled in, become available to the University.

9.4. The University reserves the right to store (archive) and complete documents and personal data, including in the form of electronic (digital) documents (originals and copies), in electronic databases inclusive.

9.5. The Customer's consent to the processing of personal data shall be valid from the date of conclusion of the Contract and shall expire 5 (five) years after the date of termination of rendering of Services under the Contract, except for the cases specified in the legislation of the Russian Federation. The consent to the processing of personal data may be withdrawn by the Customer, of which it shall notify the University in writing.

9.6. In case of withdrawal of consent to the processing of personal data by the Customer, the University reserves the right to continue the processing of personal data without the Customer's consent if there are grounds specified in paragraphs 2 to 11 of part 1 of Article 6, part 2 of Article 10 and part 2 of Article 11 of the Federal Law as of 27 July 2006 No. 152-Φ3 "On Personal Data".

9.7. The University's policy on personal data processing is in accordance with the requirements of the Federal Law as of 27 July 2006 No. 152-Φ3 "On Personal Data"; it is publicly available and can be found on the University Site.

10. FORCE MAJEURE CIRCUMSTANCES

10.1. Neither party shall be liable for full or partial non-fulfilment of its obligations under this Contract, if non-fulfilment is a consequence of force majeure circumstances, such as flood, fire, earthquake, other natural disaster, war, hostilities, blockade, other extraordinary and unavoidable circumstances beyond the control of the Parties and occurred after the conclusion of the Contract. In this case, the term of fulfilment of obligations under the Contract shall be prolonged for the duration of these circumstances and their consequences.

10.2. The Party unable to properly fulfil its obligations as a result of force majeure circumstances, shall be obliged to notify the other Party in writing within 5 days of the occurrence, the expected duration and termination of the aforementioned circumstances. Failure to notify or untimely notification shall deprive a Party of the right to refer to any of the above circumstances as a basis for exemption from liability for failure to fulfil obligations.

10.3. If the circumstances specified in clause 10.1. of this Contract, will last for more than 2 calendar months from the date of the relevant notice, each of the Parties shall be entitled to terminate this Contract without claiming compensation for losses that may be incurred in connection with the occurrence of such circumstances.

11. ANTI-CORRUPTION CLAUSE

11.1. When performing their obligations under the Contract, the Parties, their affiliates, employees or intermediaries do not pay, offer to pay or authorise the payment of any money or valuables, directly or indirectly, to any persons, employees of each other, to influence the actions or decisions of these persons in order to obtain any undue advantage or other improper purpose.

11.2. When performing their obligations under the Contract, the Parties, their affiliates, employees or intermediaries shall not perform actions qualified by the current legislation as giving (receiving) a bribe, commercial bribery, provision of any guarantees not related to the subject of the Contract, as well as other actions violating the requirements of the legislation on

combating legalisation (laundering) of proceeds of crime.

11.3. If either Party suspects that a breach of the provisions of this clause of the Contract has occurred or may occur, the Party concerned shall notify the other Party in writing. In the written notice, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to believe that a breach of the provisions of this clause of the Contract by the counterparty, its affiliates, employees or intermediaries has occurred or may occur. Upon written notice, the Parties shall have the right to suspend performance of obligations under this Contract pending confirmation that a breach has not occurred or will not occur. Such confirmation shall be sent within 10 working days from the date of the written notice. In case of breach of obligations to refrain from actions prohibited in this clause by one of the Parties, the other Party shall have the right to terminate the Contract unilaterally by giving a written notice of the Contract termination.

12. OTHER TERMS AND CONDITIONS

12.1. By concluding the Contract the Customer agrees to receive information messages to the e-mail address specified when initially filling in the Application.

12.2. The University shall not be liable for causing the Customer any other losses the Customer has incurred or may incur when using the Site. The University is neither responsible for the content of third-party resources linked to the Site.

12.3. The Customer, who is a minor, guarantees that the written consent of its legal representative to the conclusion of the Contract has been obtained by it, in accordance with the requirements of Article 26 of the Civil Code of the Russian Federation.

12.4. All communications, warnings, notices, statements and other legally significant communications of the Parties in the course of the Contract execution (hereinafter together – communication) shall be sent by the Parties in writing to the e-mail addresses specified on the Site and in the Application.

12.5. Disputes and disagreements will be resolved by the Parties through negotiations, and in case of failure to reach an agreement, in accordance with the current legislation.

12.6. In case of failure to reach an agreement in the course of negotiations, the interested Party shall send a claim in writing, which shall be signed by an authorised person. The claim must be sent by a letter with a notice of delivery, or it must be handed over to the other Party with written acknowledgement of receipt.

12.7. The documents substantiating the claims made by the Party concerned, that set out the claims (if the other Party does not have them) and confirm the authorisation of the person who signed the claim, must be attached.

12.8. The Party against whom the claim is made, undertakes to consider the received claim and notify the Party concerned of the results in writing within 10 (ten) working days from the date of receipt of the claim.

12.9. In case of unresolved disagreements of the Parties, disputes shall be resolved in court at the location of the Publisher in accordance with applicable law.

12.10. The University reserves the right to amend the terms of the Offer or withdraw the Offer at any time at its discretion.

12.11. In cases not stipulated by this Contract, the Parties shall be guided by the legislation of the Russian Federation.

13. Address, details and signature of the University/Publisher

University/Publisher:

federal state budgetary educational institution of higher education "Kostroma State University" (KSU)

156005, 17/11 Dzerzhinsky, Kostroma (the urban district of), Kostroma, Kostroma Region, Russia

Phone +7 (4942) 63-49-00

e-mail: info@kosgos.ru

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Federal treasury department in Kostroma Region (KSU personal account 20416X56460)

Treasury account No. 03214643000000014100

Subsidiary of the Central Bank of Russia IN KOSTROMA // Federal treasury department in
Kostroma Region of the City of Kostroma

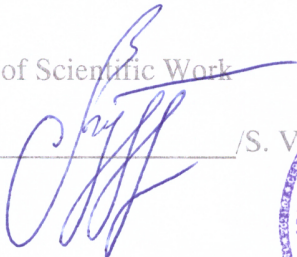
BIC 013469126

Bank account included in treasury general account (EKS) No. 401028109453700000034

Russian Classification of Territories of Municipal Formations (OKTMO) 34701000001

Budgetary Classification Code (KBK) 000000000000000000130

Prorector of Scientific Work



S. V.

