

Publishing Agreement (Public Offer) for publication of materials in the journal “Russian Journal of Nonlinear Dynamics”

The Autonomous Noncommercial Organization “Izhevsk Institute of Computer Science” (hereinafter referred to as the “Publisher”) suggests that a circle of persons (hereinafter referred to as the “Author”) conclude the present Publishing Agreement (hereinafter referred to as “Agreement”) for publication of materials in the journal “Russian Journal of Nonlinear Dynamics” on the terms stated below.

1. Definitions used in the Agreement

Acceptance of the Offer means complete and irrevocable acceptance of the Offer by performing actions indicated in Clause 5.1. of the Offer. The Acceptance of the Offer creates the Publishing Agreement concluded in verbal form.

The Author means a physical person (physical persons) who has (have) created the article.

The Journal means the journal “Russian Journal of Nonlinear Dynamics”.

The Article means material submitted by the Author for publication in the Journal.

The Application means an electronic request of the Author addressed to the Publisher for publishing the article in the Journal by uploading the Article onto the network electronic system of the article acquisition or by email.

The Publisher means the Autonomous Noncommercial Organization “Izhevsk Institute of Computer Science”

The Offer means the present document published at <http://nd.ics.org.ru/>

The Service means publication of the Article in the Journal as per the Author’s Application.

2. Subject matter of the Offer

2.1. According to the present Agreement, the Author transfers to the Publisher nonexclusive rights to use the Article free of charge for the duration of the copyright provided for in the legislation of the Russian Federation.

2.2. The rights to use the Article as assigned under the present Agreement shall include, but not be limited to:

2.2.1. The right to publish the Article in the Journal in printed and electronic form, with the understanding that the Article is licensed on the terms of the international license [Creative Commons Attribution 3.0 Unported](#).

2.2.2. The right to reproduce the Article or any part thereof in any material form whatsoever, including soft and hard copy forms (making public, duplication, replication or any other multiplication of the Work), without limitation of the print run, including the right to make reprint copies. Each copy of the Work shall contain the name of the Author of the Article.

2.2.3. The right to disseminate the Article or any part thereof in any way, including the right to make and use electronic copies of the Work, in particular, to place them on various websites, in databases in the form of scientific information resources of the Internet, by distributing separate parts of the Article, as well as the right to retrieve metadata (processing) of the Article and to use them for filling databases in accordance with the terms of this Agreement; the right to translate the above metadata into foreign languages.

2.2.4. The right to the public use and demonstration of the Article for information, advertising and other purposes.

2.2.5. The right to include the Article into a composite work, as well as the right to processing, including translation of the Article into foreign languages, and use of the processed (translated) Article in the above-mentioned ways;

2.2.6. The right to make the Article or any part thereof, as well as metadata of the Article in the Russian and English language, available to the public.

2.3. The Author reserves other rights not directly transferred to the Publisher under this Agreement, including patent rights to any processes, ways or methods etc., as described by the Author in the Article, as well as rights to trademarks.

2.4. The territory in which the rights to the Article are allowed to be used is not limited.

2.5. The rights are transferred by the Author to the Publisher free of charge, and the publication of the Article in the Journal does not involve payment of any royalties to the Author.

2.6. If the Publisher decides not to publish the Article in the Journal, the present Agreement becomes invalid.

2.7. For the duration of this Agreement, the Publisher undertakes to provide the Author with services involved in publishing the Article in the Journal.

3. General terms of service provision

3.1. The Publisher provides Services to the Author subject to the following conditions:

3.1.1. The Author provides an Article which corresponds to the requirements of the Offer and has been prepared in accordance with the Guidelines for Authors placed on the Publisher's website http://nd.ics.org.ru/author_information_nd/ ;

3.1.2. The Author accepts the Offer.

3.2. The Publisher sends the Article submitted by the Author to the editorial board of the Journal for consideration. The Article is published in the Journal after the Publisher has received the decision of the editorial board to accept the Article for publication. In case the editorial board of the Journal decides not to publish the Article, the Agreement is cancelled by the Publisher unilaterally.

3.3. For the duration of the Agreement, the Publisher bears no responsibility for unauthorized use of the data, provided by the Author, by third persons.

4. Rights and obligations of the Parties

4.1. The Author warrants:

4.1.1. that he/she is the valid holder of exclusive rights to the Article; rights granted to the Publisher under this Agreement have not been assigned earlier and will not be assigned to any third parties prior to publication of the Article by the Publisher in the Journal;

4.1.2. that the Article contains all the references to cited authors and/or sources (materials) that are required by the effective copyright law;

4.1.3. that the Author has obtained all required licenses to results, facts and other borrowed materials used in the Article where the Author is not a copyright holder, and that the Author has corresponding written permissions from the copyright holders;

4.1.4. that the Article does not contain any materials that may not be published in public sources in accordance with the effective Russian Federation statutory instruments, and the publication and dissemination of the Article will not involve any disclosure of classified (confidential) information, including state secrets;

4.1.5. that all coauthors have been advised of the terms of this Agreement and agree to conclude this Agreement.

4.2. The Author undertakes to:

4.2.1. submit materials as per the requirements stated at <http://nd.ics.org.ru/> and the requirements of the Offer.

4.2.2. observe the following ethical principles:

- The Author (or a team of authors) bears original responsibility for novelty and trustworthiness of the data provided in the Article;
- If any elements of the Article have been published earlier, the Author shall refer to the corresponding publication and point out an essential difference of the Article from the earlier publication;
- Whenever any fragments or statements are borrowed, a reference to the original source shall be specified. Excessive borrowings, plagiarism in any form (citations made under violation of rules of citations, paraphrasing or appropriation of rights to other researchers' results) are inadmissible;
- The coauthors of the Article shall mention all persons who have made a considerable contribution to the preparation and writing of the Article.
- The Author shall point out in his/her author's materials essential conflicts of interests that may have had an influence on the results or conclusions presented in the Article.
- The Author bears responsibility for trustworthiness of the data presented, the absence of data that may not be published in public sources, as well as for accuracy and completeness of information on the cited literature.

- If the Author detects essential errors or inaccuracies in the Article at the stage of consideration or after publication, he/she shall immediately advise the Publisher thereof.

4.2.3. While preparing the Article for publication, the Author undertakes to:

- a) make edits specified by reviewers and approved by the Journal's Editorial Office in the text of the Article, and/or revise the Article following the Publisher's request, where necessary;
- b) proofread the Article within the timeframes specified in the Journal's publication schedule;
- c) make only such edits in the proof that are minimally required to correct errors made in the Article original and/or introduce factual and momentary changes.

4.3. The Author is entitled to:

4.3.1. pass to any third party a soft copy of the published Article provided by the Publisher pursuant to Clause 5.4 of this Agreement for the Article to be incorporated, in whole or in part, into a scientific information database or repository in order to promote academic or scholarly investigations or for informational and educational purposes subject to the Author, Journal and Publisher being properly referenced.

4.3.2. use the material of the Article in preparing other scientific and methodical materials subject to the Author, Journal and Publisher being properly referenced.

4.3.3. withdraw the Article at any time by notifying the Publisher thereof.

4.4. The Publisher undertakes to:

4.4.1. publish the Article, in soft or hard copy form, in the Journal in accordance with the terms of the Offer.

4.4.2 publish the Article in the scientific electronic library eLibrary.ru (it is included in the Russian Science Citation Index and the Science Index at the decision of the e-library).

4.4.3. provide the Author with the proof of the Article and make reasonable edits as requested by the Author, where required, following the Journal's Editorial resolution;

4.4.4. respect the Author's rights established by the effective law, protect those and use best endeavors to prevent any copyright infringements by third parties.

4.5. The Publisher is entitled to:

4.5.1. carry out technical and literary editing of the Article such that its basic content would remain unchanged;

4.5.2. review the Article and suggest that the Author make appropriate changes, and elect not to publish the Article if the Author fails to make such changes;

4.5.3. require from the Author and/or other persons that the Journal, Publisher, Author and any other copyright holder, as well as the title of the Article, Journal issue identification and the year of publication as specified in the Journal be properly referenced whenever the Journal and/or the Article, including any individual part or fragment thereof, are used by any of the above-mentioned individuals thereafter;

4.5.4. publish preliminary and/or advertising information on the forthcoming publication of the Article in mass media and any other information sources;

4.5.5. establish rules (conditions) for acceptance and publication of materials in the Journal. The Journal's Editorial Board, headed by the Editor-in-Chief, shall enjoy an exclusive right to accept and/or reject any materials submitted to the Journal's Editorial Office for publication purposes. The Journal's Editorial Staff will not enter into any correspondence regarding the rejection of the Article by the Journal's Editorial Board;

4.5.6. suspend provision of services to the Author under the Agreement temporarily for technical, technological or other reasons preventing the services from being provided for the duration of remedial activities;

4.5.7. suspend services under this Agreement unilaterally and without judicial procedures if the Author is in breach of the obligations assumed under the Offer;

4.5.8. decide to withdraw (retract) a published article in the event of: obtaining proofs of unreliability of information presented in the Article, irrespective of whether it is an honest mistake or a flagrant violation; existence of earlier doubling publications; evidence of plagiarism; concealment of a conflict of interests that may affect the interpretation of data; failure to give correct data on the authors without which it is impossible to correctly index the Article in databases; in the case of evidence of violation of ethics.

4.5.9. make changes to the Offer as per the procedure established by the Offer.

5. Acceptance of the Offer and conclusion of the Agreement. Duration of the Agreement

5.1. The acceptance of the Offer by the Author creates a Publishing Agreement concluded in verbal form (article 438 of the Civil Code of the Russian Federation) on the terms of the Offer.

5.2. This Agreement shall become effective when the Author accepts the Offer by sending an application to the Publisher, and remain in effect for an indefinite period.

5.3. The Publisher agrees and acknowledges that making changes to the Offer entails making these changes to the Agreement concluded between the Publisher and the Author, and these changes in the Agreement become effective simultaneously with such changes in the Offer.

5.4. In the case of withdrawal of the Offer by the Publisher during the period of validity of the Agreement, the Agreement shall be deemed to be terminated from the moment of withdrawal.

5.5. Whenever the Author assigns (disposes of) exclusive rights to the Work to any third party, this Agreement shall remain in effect.

6. Duration of and changes in the terms of the Offer

6.1 The Offer shall become effective from the moment of publication of this Agreement in the Internet at: <http://nd.ics.org.ru/> and remain in effect for an indefinite period or until withdrawal of the Offer by the Publisher.

6.2. The Publisher reserves the right to make changes to the terms of the Offer or to withdraw the Offer at any time at his discretion.

8. Procedure of changing and terminating the Agreement

8.1. The Agreement may be terminated ahead of time:

8.1.1. by mutual consent of the Parties at any time.

8.1.2. on the initiative of the Publisher if the Article does not meet the Journal's requirements stated in the Guidelines for Authors at <http://nd.ics.org.ru/journal/page/authors/>, and/or if it may not be published in the Journal for any other reasons. In this case, the Publisher sends a motivated rejection to the Author to the email address indicated by the Author as his/her contact address.

8.1.3. on other grounds provided for in the legislation of the Russian Federation and stated in the Offer.

8.2. The Author is entitled to unilaterally repudiate this Agreement and to withdraw the Article by sending a written repudiation notice to the Publisher.

8.3. The termination of the Agreement on any grounds does not exempt the Parties from liability for violations of terms of the Agreement which arose during its validity.

9. Liabilities

9.1. A Party which has failed to perform its obligations under this Agreement, either in full or in part, shall be held liable pursuant to the Russian Federation legislation in force.

9.2. The Author shall bear sole and full responsibility for:

a) compliance with the requirements of the Russian Federation law on advertising, protection of copyright and related rights, protection of trademarks and service marks, and protection of consumer rights;

b) trustworthiness of the data provided by the Author in accepting the Offer.

In the event of the Publisher's facing any third-party claims due to violation of exclusive copyrights and other intellectual property rights of third parties, the Author undertakes to:

1) take steps, immediately after being advised of a violation of third-party rights, to settle disputes with the third parties;

2) reimburse the Publisher for the legal expenses and losses incurred by the Publisher as a result of application of a pre-award relief and measures for execution of a judgment, and damages paid by the Publisher to any third party for the infringement of any warranties provided by the Author under this Agreement.

9.3. The Publisher shall not be held responsible under the Offer for:

a) any actions resulting directly or indirectly from the actions of the Author;

b) any losses incurred by the Author whether or not the Publisher was in a position to predict such losses.

9.4. Without detriment to the foregoing, the Publisher shall be relieved from any responsibility for non-compliance with the terms of this Agreement if such non-compliance is a result of force-majeure events

including, but not limited to, acts of state authorities, including adoption of legal instruments, fires, floods, earthquakes, other natural calamities, loss of power and/or computer network failure, strikes, civil commotions, riots, and any other similar events, which may affect the fulfillment of the Agreement by the Publisher.

10. Miscellaneous

10.1. Any notifications, messages, requests etc., except for documents which need to be forwarded in original form pursuant to the legislation of the Russian Federation, shall be deemed to have been received by the Author if they have been delivered (sent) by the Publisher via the Journal's site, including by publishing those, by email to the email address specified in the Application or using other communication facilities. The Parties acknowledge validity of notifications, messages, requests etc. delivered (sent) using the above-listed facilities.

10.2. In accordance with Article 6 of the Federal Law on Personal Data No. 152-FZ dated July 27, 2006, for the period from sending the Author's material to the Publisher to the discharge of the Parties' obligations under this Agreement, the Author expresses his/her consent to processing of the following personal data by the Publisher: last name, first name, patronymic, mailing address with postal code, contact phone numbers, email addresses, details of the employers etc. The processing of personal data shall be understood to mean any handling of personal data, including collection, systematization, accumulation, storage, refinement (updating, alteration), use, distribution (including transfer to third parties), depersonalization, blocking and deletion of personal data in accordance with the effective legislation of the Russian Federation.

10.3. Where permitted by the legislation of the Russian Federation, the Author is entitled to withdraw his/her consent to processing of personal data as listed in Clause 10.2 by forwarding a respective notice to the Publisher. Upon receipt of such notice, the Publisher has a right to suspend services.

10.4. The Agreement, its conclusion and fulfillment are regulated in accordance with the effective legislation of the Russian Federation. Any disputes and disagreements between the Author and the Publisher shall be resolved by the Parties by negotiations, and if the Parties fail to do so, they shall be settled at the location of the Publisher in accordance with the effective law of the Russian Federation.

10.4. Without detriment to the terms of the Offer, the Author and the Publisher are at any time entitled to sign the Agreement for Service Provision in the form of a written bilateral document.