

COPYRIGHT AGREEMENT (PUBLIC OFFER)
on the publication of copyrighted materials
in the scientific and practical journal “MIR (Modernization. Innovations. Research)”

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This Agreement determines mutual relations between the Publisher and the Author (or other right holders), who have accepted a public offer on the conclusion of this Agreement.

This Agreement is a public offer under par. 2 of Art. 437 of the Civil Code of the Russian Federation, complete and irrevocable acceptance of which shall be deemed forwarding by the Author of his materials to the Publisher pursuant to Art. 438 of the Civil Code of the Russian Federation.

1. TERMS USED IN THE AGREEMENT

Author – an individual(s), who has created the Copyrighted Material with his/her creative work.

Copyrighted Material – work, scientific, scientific-and-practical or methodological material provided by the Author for publication in the journal.

Acceptance of the Offer – complete and irrevocable acceptance of the Offer.

Journal – scientific and practical journal “MIR (Modernization. Innovations. Research)”.

Application – electronic message of the Author to the Publisher for publication of the Copyrighted Material in the Journal. The form of an application is posted on the official website of the Journal at <http://www.mir-nayka.com>.

Publisher – School of Public Administration of Lomonosov Moscow State University (address: office E-804, building 4, 27, Lomonosovsky Prospekt, Moscow, 119991, Russian Federation; e-mail: mir@spa.msu.ru, phone number: +7(495)930-85-71, website: <https://spa.msu.ru>).

Offer – this Agreement (offer to the Author to publish the Copyrighted Material) posted at <http://www.mir-nayka.com>.

Publication – placement of the Copyrighted Material in the Journal of the Publishing House.

Editorial team of the Journal – creative team preparing and issuing the Journal.

Guidelines for authors – conditions of publication, rules of formatting and forwarding of the Copyrighted Material to the Journal posted on the official website of the Journal: <http://www.mir-nayka.com>.

Parties – the Author and the Publisher if referred to collectively.

Service – placement (publication) of the Copyrighted Material in the Journal on the ground of the Author’s Application.

2. SUBJECT MATTER

2.1. The Author provides the Publisher for free during the term of the copyright provided for by the current laws of the Russian Federation with the exclusive right pursuant to par. 2 of Art. 1270 of the Civil Code of the Russian Federation and this Agreement to use the Copyrighted Material created by the Author for the publication in the scientific and practical journal “MIR (Modernization. Innovations. Research)”.

2.2. Rights to use the Copyrighted Material transferred hereunder include:

- reproduction of the Copyrighted Material in any material form, including in hard copy and in electronic form, in the Journal and/or databases of the Publisher and/or third parties at the Publisher’s option according to agreements concluded by the Publisher;
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2.3. The Author or other right holders shall retain other rights, which are not expressly transferred to the Publisher hereunder, including patent rights to any processes, methods, ways, etc. described by the Author in the Copyrighted Material, as well as rights to the trademarks.

2.4. Territory, where the rights to use the Copyrighted Material can be used, is unlimited.

2.5. The term of this Agreement arises since forwarding by the Author of the Copyrighted Material to the Journal.

2.6. The Author shall transfer the Rights to use the Copyrighted Material to the Publisher for free.

2.7. In case the Publisher takes a decision to refuse publication of the Copyrighted Material in the Journal, this Agreement shall be terminated. Decision on the refusal to publish materials shall be forwarded to the Author to the email address specified in the Application.

2.8. The Publisher shall provide the Author with the Services related to the publication of the Copyrighted Material in the Journal during the term of the Agreement.

3. COMPULSORY CONDITIONS OF THE PROVISION OF SERVICES

3.1. The Author shall provide the Copyrighted Material meeting the requirements of the Offer and executed according to the Guidelines for authors posted on the official website of the Journal at <http://www.mir-nayka.com>.

3.2. The Author shall make the Acceptance (complete and irrevocable acceptance) of the Offer.

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4.1. The Author warrants that:

- 1) the Author holds the exclusive rights to the Copyrighted Material;
- 2) the Copyrighted Material has not been transferred to anyone for reproduction or other use;
- 3) if the Copyrighted Material is written or translated together with co-authors, the Author warrants that he/she has notified them of the terms and conditions of this Agreement and obtained their written permit to sign on their behalf;
- 4) the Copyrighted Material provided hereunder does not violate the rights of third parties. It contains all references to quoted authors and/or publications (materials) provided for by the current laws on the copyright (If the Copyrighted Material includes extracts from works or references to works (translations) protected by the copyright and owned by a third party, the Author shall obtain a written permit of the holders of the copyright to all uses and make a reference to the initial source);
- 5) The Author has obtained all the required permits to the provided results, facts and other borrowed materials (including, without limitation, copyright or patent to patent or trademark), the right holder of which is not the Author;
- 6) the Copyrighted Material does not contain information, which is not subject to publication in public sources according to the current regulations of the Russian Federation, and the publication and distribution thereof will not result in the disclosure of secret (confidential) information (including state secret).

4.2. The Author shall:

- 1) to provide the Copyrighted Material formatted according to the Publisher's requirements set forth in the Rules for authors posted on the official website of the Journal: <http://www.mir-nayka.com>;
- 2) notify other co-authors of the terms and conditions of this Agreement and obtain the consent of all co-authors to the conclusion thereof on the terms and conditions provided for by this Agreement;
- 3) do not use an electronic copy of the copyright prepared by the Publisher for commercial purposes and in other editions without consent of the Publisher;
- 4) comply with the following ethical principles:
 - the Author (or a team of authors) shall be primarily responsible for the novelty and accuracy of the provided Copyrighted Material;
 - the Author shall not provide to the Journal the Copyrighted Material, which has been forwarded to another journal (publishing house) and/or is considered for the publication in another journal (publishing house), as well as the Copyrighted Material already published in another journal (publishing house);

- the Author shall not repeatedly provide the Copyrighted Material on the same study as the original one. If elements of the Copyrighted Material have been previously published, the Author shall refer to such publication and specify the significant difference of the new Copyrighted Material from the previously published one. Also, the Author shall determine the connection between the new Copyrighted Material with the conclusions of the previous one(s). Word-for-word copying or re-writing of the previous Copyrighted Material is not allowed;
- borrowed fragments or affirmations shall be executed with a compulsory indication of the initial source. Excess borrowings, plagiarism in any forms (unspecified quotes, re-writing or arrogation of the rights to the results of someone else's studies) are not allowed;
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- the Author(s) shall be liable for the accuracy of provided data, absence of data, which are not subject to the publication, accuracy and completeness of information on the quoted literature. The Author warrants to the Editorial Team reimbursement of losses in case of detecting similar violations;
- the Author shall disclose in the Copyrighted Material significant conflicts of interest, which could affect the results or conclusions provided in the Copyrighted Material. The Author shall also list all sources of financing the preparation and writing of the Copyrighted Material or specify the absence of such sources;
- if the Author detects significant errors or inaccuracies in the Copyrighted Material at the stage of consideration or after publication, he/she shall immediately notify the Publisher thereof;
- when writing the Copyrighted Material and interacting with the Publisher (Editorial Team), the Author shall rely on the Rules for authors posted on the official website of the Journal: <http://www.mir-nayka.com>.

4.3. The Author may:

- 1) transfer a copy of the Copyrighted Material to colleagues for free, whether in whole or in part, for their personal or professional use, to promote academic or scientific studies, for educational and/or informational purposes of the employer;
- 2) use materials from the published Copyrighted Material when writing a book;
- 3) use separate drawings or tables and extracts from text for own purposes of training or including into other materials, posting in electronic form in the internal (protected) computer network or on the website of the Author or his/her employer;
- 4) include the Copyrighted Material into training collected volumes to be used in class or distributed to the Author's students for free or keep the material in electronic form on the local server for students to get access as a part of the training course, as well as for internal training programs in the employer's institution;
- 5) in case of any subsequent permitted use of the published Copyrighted Material (including any its separate part, fragment), a reference to the Journal, Publishing House, Author(s), name of the material, number of the Journal and year of issue thereof shall be specified.

4.4. The Publisher shall:

- 1) to publish an article (Copyrighted Material) according to the terms and conditions of this Agreement subject to positive result of double blind reviewing and removal of reviewers' comments by the Author.

4.5. The Publisher may:

- 1) carry out literary and technical editing of the Copyrighted Material without changes in its principal provisions;
- 2) examine and review the received Copyrighted Material and offer the Author to make necessary amendments, without which the material will not be published;
- 3) translate the Copyrighted Material into any languages;
- 4) establish rules (conditions) of the receipt and publication of the Copyrighted Material. The Publisher shall have the exclusive right to select and/or reject the Copyrighted Material forwarded with the purposes of publication. The Publisher shall not enter into correspondence with authors on the issues of rejection of the Copyrighted Material;
- 5) pursuant to Art. 42 of the Law of the Russian Federation "On the Media", reject publication of the Copyrighted Material if it does not meet the Publisher's requirements. No one may bind the Editorial Team (Publisher) to publish the Copyrighted Material it has rejected, unless otherwise provided for by laws;
- 6) enter into agreements and contracts with third parties without any agreements with the Author;
- 7) unilaterally amend the terms and conditions of this Agreement and adjust the provisions thereof posting a notice on amendments on the official website of the Journal: <http://www.mir-nayka.com>.

5. CONCLUSION OF AND AMENDMENTS TO THE AGREEMENT

5.1. This Agreement shall be posted on the official website of the Journal (<http://www.mir-nayka.com>) and is the Publisher's offer (public offer) to an unlimited number of people (Authors) on the conclusion of this Agreement with complete and irrevocable acceptance of the terms and conditions hereof by the Author(s) pursuant to Art. 438 of the Civil Code of the Russian Federation.

5.2. Conclusion of the Agreement by the Author, i.e., complete and irrevocable acceptance by the Author of the terms and conditions of the Agreement shall be performance by the Author of any of the following actions:

- 1) transfer by the Author of the Copyrighted Material to the Publisher personally, by post or electronic means and registration by the Publisher of the Copyrighted Material received at the Publisher's address;
- 2) improvement by the Author of the Copyrighted Material at the suggestion of the Editorial Team and transfer to the Publisher of improved Copyrighted Material for publication in the Publisher's Journal.

5.3. Conclusion of the Agreement on the part of the Publisher shall be registration of the Copyrighted Material in the Publisher's Journal with the assignment of a unique number in the book of registration to be forwarded to the Author at the e-mail address indicated by the Author as the contact information.

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

- 1) upon agreement of the Parties at any time before publication of the Copyrighted Material in the Publisher's Journal;
- 2) upon the initiative of the Publisher in case the Copyrighted Material does not meet the Publisher's requirements set forth in the Guidelines for authors posted on the official website of the Journal at <http://www.mir-nayka.com> and/or for other reasons the Copyrighted Material cannot be published in the Publisher's Journal. In such case, the Publisher shall forward a justified refusal to the Author to the e-mail address specified by the Author as contact information;
- 3) upon the initiative of the Author, in case the Copyrighted Material is not published within one year after approval thereof for publication in the Publisher's Journal;
- 4) on other grounds provided for by the current laws of the Russian Federation.

5.5. All amendments made by the Publisher to this Agreement enter into force fourteen (14) days after such amendments are made and published on the official website of the Journal (<http://www.mir-nayka.com>). In case the Author does not agree to amendments, the Author shall be entitled to forward to the Publisher a written notice on the withdrawal from this Agreement prior to the entry into force of the relevant amendments. In case of the absence of a written notice from the Author before the amendments to the Agreement enter into force, the amendments are considered accepted by the Author, and the Agreement continues to be valid as amended.

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 current legislation of the Russian Federation.

6.2. All data provided by the Author shall be complete and accurate. In case of use of inaccurate data received from the Author, the Publisher shall not be liable for adverse effects caused by the Author's actions on the ground of the provided inaccurate data.

6.3. The Author shall be solely liable for the observance of the requirements of laws on advertising, protection of copyright and related rights, protection of trademarks and service marks, protection of consumer rights. In case of claims to the Publisher related to violation of the exclusive copyright and other intellectual property rights of third parties, the Author shall:

- 1) immediately, upon receipt of information on the violation of the rights of third parties, take measures on the resolution of disputes with third parties;
- 2) reimburse the Publisher for incurred court fees and losses caused by relief and execution of the court decision, as well as other losses incurred by the Publisher due to the Author's failure to observe the warranties he has provided hereunder.

6.4. The Publisher shall not be liable hereunder for:

- 1) any actions being the direct or indirect result of the Author's actions;
- 2) any losses of the Author, regardless of whether the Publisher could foresee the possibility of such losses or not;
- 3) unauthorized use of data provided by the Author to third parties.

6.5. The Publisher shall be relieved from liability for the violation of the terms and conditions of this Agreement if such violation is caused by circumstances of insuperable force (force majeure), including: acts of public authorities (including

adoption of regulations), fire, flood, earthquake, other acts of God, absence of power and/or failures in the computer network, strikes, civil unrest, any other circumstances, which may affect execution of this Agreement by the Publisher.

7. DISPUTE RESOLUTION

7.1. The Parties shall resolve disputes and disagreements through negotiations, and in case of a failure to reach an agreement – pursuant to the current laws of the Russian Federation.

7.2. In case of unresolved disagreement of the Parties, disputes shall be resolved in court according to the Publisher's location pursuant to the current laws of the Russian Federation.

8. MISCELLANEOUS

8.1. In case the Author is an individual, pursuant to Art. 6 of the Federal Law No. 152-FZ dd. 27.07.2006 "On Personal Data", from the date of forwarding the Copyrighted Material to the Publisher and till the date of termination of the Parties' obligations hereunder, the Author consents to processing his/her personal data: last name, given name, patronymic, postal address with post code, contact phone numbers, e-mail addresses, data on employments, etc. Processing of personal data means actions (transactions) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer to third parties according to par. 4.5), depersonalization (for the purposes of reviewing), blocking and destruction of personal data.

8.2. The Author assigns the Publisher with the all and full publishing rights, in all forms and all media (whether known at this time, or developed at any time in the future) throughout the world, in all languages, where the rights include but are not limited to the right to translate, create adaptations, extracts, or derivative works and to sublicense such rights, for the full term of copyright (including all renewals and extensions of that term), to take effect if and when the article is accepted for the publication.

8.3. The text of this Agreement (public Offer) shall be posted on the official website of the Journal: <http://www.mir-nayka.com>.

**APPLICATION
to COPYRIGHT AGREEMENT (PUBLIC OFFER)
on the publication of the copyrighted materials**

in the scientific and practical journal “MIR (Modernization. Innovations. Research)”

(filled out individually by each author by hand and certified with a personal signature; it is sent to the editorial office along with the author's material)

I, the undersigned Author _____,

(Full name)

hereby inform you of the full and unconditional acceptance of the terms of the license agreement (hereinafter “the Copyright Agreement”), published on the Internet, on the official website of the Journal (<http://www.mir-nayka.com>), in order to conclude the Copyright Agreement with the Publisher for the right to use the Author's material

(The title of the copyrighted material)

created by me together with the co-authors (I confirm that I am authorized by my co-authors to make this assignment on their behalf. The co-authors have agreed the priority of this assertion of the copyright and the order of names in the publication of the article):

(List the full names of all co-authors of the Author's material; in the absence of such, write “Personally”)

I provide the following information about myself:

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Mailing address: _____

Phone number: _____

E-mail: _____

Information to be used in the journal:

- Academic degree: _____
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For my part:

- I guarantee that the article is published for the first time and has not been sent to another journal/publisher;
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I am familiar with the procedure for reviewing and publishing the articles and accept it.

The author(s) received / didn't receive (*cross out what is not necessary*) funding for conducting research and writing the article.

Conflict of interest (*choose one option by putting a tick*):

☐ None.

☐ I declare the following potential conflict of interest: _____

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