# Public Offer Agreement on Granting the Right to Use the Workin the Periodical "BRICS Transport"

Federal State Budgetary Institution of Supplementary Professional Education "Training and Methodological Center for Education on Railway Transport" (FGBU DPO "UMC ZHDT"), represented by Director Olga Vladimirovna Starykh, acting on the basis of the Charter (hereinafter referred to as the Publisher) on the one hand, offers to an unlimited number of individuals (hereinafter referred to as the Author) on the other hand (hereinafter collectively referred to as the Parties) to conclude this Agreement (hereinafter referred to as the Agreement) on publication of scientific materials (hereinafter referred to as the Article) in the scientific and practical journal "BRICS Transport".

## 1. General Provisions

1.1. In accordance with Clause 2 of Article 437 of the Civil Code of the Russian Federation, this Agreement is a public offer, full and unconditional acceptance of which, in accordance with Article 438 of the Civil Code of the Russian Federation, shall be deemed after the Author has sent the materials to the e-mail address indicated in the relevant section of the site http://bricstransport.ru.

1.2. In accordance with international law regarding the compliance with copyright for electronic information resources, no materials from any site, electronic journal or project shall be reproduced in whole or in part, in any form, either in a hard or soft copy, without a prior written consent from the Authors and the Editorial board of the Journal. When using published materials in the context of other documents, a reference to the original source shall be required.

1.3. The “BRICS Transport" journal is registered by the Federal Service for Supervision of Communications, Information Technology and Mass Media (Roskomnadzor).

## 2. Terms Used in the Agreement

Author is a person (persons) whose creative work resulted in the Article.

Acceptance of Offer is a full and unconditional acceptance of the Offer under the terms specified in Clause 3 (the Author accepts the Offer by sending an application to the Publisher).

Journal is the scientific journal "Transport Technician: Education and Practices" (periodical publication).

Application is an electronic request from the Author to the Publisher to place the Article in the Journal by sending the Article to the e-mail address indicated in the relevant section.

Publisher is the Federal State Budgetary Institution of Supplementary Professional Education "Training and Methodological Center for Education on Railway Transport (FGBU DPO "UMC ZHDT").

Offer is the current document (proposal to the Author) to publish the Article by placing it on the website http://ttspo.ru.

Publication is placement of the Article in the Journal.

Editorial Board is a creative group that issues the Journal.

Article is a piece of writing that is a result of fundamental and applied scientific research in the form of a scientific material, a review of scientific material, a scientific report, a bibliographic review on certain topics of scientific research, a historic reference on Russian and foreign scientists submitted by the Author for publication in the Journal.

Service is placement (publication) of the Article in the Journal based on the Author's Application.

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

## 3. Subject of the Agreement (Offer)

3.1. Under this Agreement, the Author shall grant the Publisher a non-exclusive license to use the Article within the limits and for a period specified by the Agreement free of charge, under the terms specified below.

3.2. The Author shall submit the Article to the Publisher in strict accordance with the requirements specified on the website <http://bricstransport.ru>, in the “Rules for Authors” section.

3.3. The Author shall have the exclusive right to the Article transferred to the Publisher.

## 4. Rights and obligations of the Parties

4.1. The Author shall grant a non-exclusive license to the Publisher within the period specified in Clause 5.1 to use the Article as specified below.

4.1.1. To publish the Article in the Journal in the electronic form on the website http://bricstransport.ru and other databases;

4.1.2. To reproduce the Article (publish, promulgate, duplicate or reproduce the Article otherwise) without limiting the circulation of copies including digital and electronic form in computer networks and databases. Each copy of the Article shall contain the name of the author of the Article;

4.1.3. To distribute the Article in any way, in any circulation, by selling or otherwise alienating its copies (introduction into civil circulation) on the territory of the Russian Federation and abroad. Distribution of the circulation shall not be limited by the term of this Agreement and shall continue until its full implementation.

4.1.4. To rework the Article (creation of a new independent work based on the Article), translate, make changes to the Article including the title and make editorial corrections of the text if the mentioned changes do not alter the sense of the Article;

4.1.5. To publicly display and demonstrate the Article for informational, advertising and other purposes;

4.1.6. To make it available to the public;

4.1.7. To conclude sublicense agreements, that is contracts for granting the rights to use the Article, in whole or in part, as listed in Clause 4.1 to third parties in the form of non-exclusive sublicense without payment of remuneration to the Author.

4.2. If one Party does not send the other Party a written notice of termination of the Agreement at least one month before the end of the term specified in Clause 5.1, then the term of the Publisher's rights to the Article shall be automatically extended by a similar period. The number of extensions shall not be limited.

4.3. The term of the Agreement specified in Clause 5.1 shall not exceed the term of the Author’s exclusive right to the Article. In case of alienating the exclusive right, the Author is obliged to notify the Publisher in writing about the termination of his rights in respect to the Article or its components at least three months before such termination.

4.4. The Author warrants that the Article transferred to the Publisher under this Agreement is an original work of the Author.

4.5. The Author warrants that this Article has not been officially transferred (that is under a formally concluded agreement) to anyone for reproduction and other use.

4.6. The Author warrants that the Article contains all references to cited authors and publications; the Author has received all necessary permissions for the results, facts and materials obtained by other persons and organisations used in the Article, and that the use of these results and facts will not violate the intellectual rights of these persons and organisations.

4.7. The Author warrants that the Article does not contain materials that are not subject to publication in public media in accordance with current legislative acts of the Russian Federation and the publication and distribution of the Article will not lead to disclosure of secret (confidential) information (including state secrets).

4.8. The Author shall bear full financial and legal responsibility in accordance with the legislation of the Russian Federation. The Author shall compensate for the financial losses of the Publisher, if any arise resulting from third-party claims, for full or partial authorship in relation to the Article.

4.9. The Author transfers the rights to the Publisher under this Agreement based on a non-exclusive license. The Author warrants that he/she will not grant a license for using the Article to a third party before the date of the first publication of the work by the Publisher.

4.10. The Publisher shall comply with the copyrights and the rights of the Author provided for by the current legislation and shall protect them and take all possible measures to prevent copyright infringement by third parties.

4.11. The Publisher shall have the right

– to carry out technical and literary editing of the Article without altering the main content;

– to conduct an expert evaluation of the Article and to invite the Author to make the necessary changes prior to its placement in the Journal;

– to require the Author (and / or other persons) to indicate a reference to the Journal, Publisher, Author or other copyright holders in the event of subsequent permitted use of the Journal and / or the Article (including separate parts or fragments). These persons shall include the title of the Article, number of the Journal and year of publication indicated in the Journal;

– to place preliminary and/or advertising information about the upcoming publication of the Article in the media and other information sources;

– to establish the proceeds for the acceptance and publication of materials in the Journal. The Editorial Board of the Journal shall have the right to accept and/or reject materials sent to the Editorial Board of the Journal for publication. The manuscript (in a tangible form) sent by the Author to the Editorial Board is not subject to return. The Editorial Board of the Journal shall not enter into correspondence with the Author regarding the rejection of the Article by the Editorial Board;

– to publish the Article with a total circulation of not more than 5,000 (five thousand) electronic copies within the term of this Agreement. The Publisher may choose to produce separate circulations (reprints).

– to temporarily suspend the process of publishing the Article under this Agreement for technical, technological or other reasons that impede the provision of services until such reasons are eliminated;

– to suspend the publication of the Article under the Agreement unilaterally without a court order in the following cases:

a) if the subject matter of the Article does not correspond to that of the Journal (or any of its part), or the submitted material is insufficient for independent publication, or the format of the Article does not meet the requirements. In this case, an electronic notification will be sent to the e-mail address indicated in the Application of the Author;

b) if the Author breaches any other obligations as described in this Agreement;

– to make amendments to the Agreement in accordance with the procedure set forth in the Agreement.

4.12. The use of the copyright to the Article is not limited to the territorial boundaries.

4.13. The Publisher shall not provide the Author with free copies in case of publication of the Article in the Journal (issue of a scientific journal) and the copies shall be distributed under Clauses 3.1, 4.1, 4.2 of this Agreement. The Author shall get the copies on a general basis.

## 5. Acceptance of the Offer, conclusion and validity of the Agreement

5.1. This Agreement shall come into force from the moment of its conclusion when the Author accepts the Offer by submitting the Article to the Editorial Board on the website http://bricstransport.ru or via the e-mail address: brics@umczdt.ru and shall be concluded for one year. The Agreement shall be automatically extended for each subsequent calendar year unless one of the Parties sends a written notice of termination thirty days before the expiration date of this Agreement.

5.2. Acceptance of the Offer by the Author shall create this Agreement concluded by the Parties on the terms of the Offer in accordance with Article 438 of the Civil Code of the Russian Federation.

## 6. Mutual Settlement Procedure of the Parties

6.1. All the rights obtained under this Agreement (non-exclusive license) are transferred by the Author to the Publisher free of charge, that is without payment of royalties.

6.2. The Publisher shall publish the Article at his own expense and the payment for the publication of the Article shall not be charged from the Author.

## 7. Amendments and Termination Procedure of the Agreement

7.1. The Publisher shall have the right to unilaterally change the terms of this Agreement , in advance, at least 10 (ten) calendar days prior to the entry into force of the relevant changes by notifying the Author via the Journal website or by sending a notification to the Author's email address specified in the Author's Application. Changes shall come into force from the date specified in the relevant notification.

7.2. If the Author does not agree with the changes in the terms of this Agreement, the Author shall have the right to send a written notice of withdrawal from this Agreement to the Publisher before the relevant changes come into force. In the absence of a written notice from the Author, the changes shall be considered accepted by the Author, and the Agreement shall continue to be valid with the changes made.

7.3. This Agreement shall be terminated prematurely:

– by agreement of the Parties at any time;

– on other grounds stipulated by this Agreement and the legislation of the Russian Federation.

7.4. The Author shall have the right to unilaterally withdraw from this Agreement by sending the Publisher a written notice at least sixty (60) calendar days in advance.

7.5. The Publisher shall have the right of refusal to perform and terminate this Agreement unilaterally out of court in the following cases:

a) if the Article does not correspond to the subject matter of the Journal (or any part thereof), or the submitted material is insufficient for independent publication, or the format of the Article does not meet the requirements, or a negative expert evaluation is received;

b) if other obligations undertaken by the Author under this Agreement have been violated.

In these cases, a notification to the Author's e-mail address indicated in the Author's Application shall be sent. The date of sending a written notice shall be considered the date of termination of the Agreement.

7.6. Termination of the Agreement for any reason shall not release any Parties from liability for violations of this Agreement that occurred during the term of its validity.

## 8. Responsibilities

8.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of the Russian Federation.

8.2. All the information provided by the Author must be true. The Author shall be responsible for the accuracy and completeness of the information provided. When using inaccurate information received from the Author, the Publisher shall not be held liable for the negative consequences resulting from the use of unreliable information received from the Author.

8.3. The Author shall be solely responsible for compliance with the requirements of the law on advertising, on the protection of copyright and related rights, on the protection of trademarks and service marks, and on the protection of consumer rights.

8.4. The Publisher shall not bear any responsibility under this Agreement for:

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

b) any losses of the Author, regardless of whether the Publisher could have foreseen the possibility of such losses or not.

8.5. The Publisher shall not be liable for a breach of this Agreement if such a breach is caused by force majeure circumstances including actions of public authorities (as well as adoption of legal acts), fire, flood, earthquake, other natural disasters, power outages and/or computer network failures, strikes, civil unrest, riots, and any other circumstances.

## 9. Dispute Resolution Procedure

9.1. Disputes and disagreements shall be resolved by the Parties by negotiations and in case of failure to reach an agreement, in accordance with the current legislation of the Russian Federation.

9.2. In case 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.

## 10. Other Terms and Conditions

10.1. Any notifications, messages, requests, etc. (with the exception of documents that must be sent in the original form in accordance with the legislation of the Russian Federation) shall be considered as received by the Author if they have been sent by the Publisher via the Journal’s website (including by publication), by fax, by email specified in the Application, and by other communication channels. The Parties shall acknowledge the legal force of notifications, messages, requests, etc., transmitted (sent) by the above methods.

10.2. In case of claims against the Publisher related to the violation of the exclusive copyright and other intellectual property rights of third parties during the creation of the Article or in connection with the conclusion of this Agreement by the Author, the Author shall undertake the following actions:

– to take immediate measures upon receipt of the Publisher's notification to settle disputes with third parties, if necessary, entering into litigation on the side of the Publisher and taking all actions in his power to exclude the Publisher from the list of defendants;

– to reimburse the Publisher’s expenses and losses incurred in connection with legal proceedings or measures to secure a claim and enforcement of a court decision, the amounts paid to a third party for the violation of exclusive copyright and other intellectual property rights, as well as other damages that the Publisher suffers in connection with the failure of the Author to comply with the warrants provided under this Agreement.

10.3. In accordance with Article 6 of the Federal Law "On Personal Data" № 152-FZ of 27 July 2006, from the moment of conclusion of this Agreement and until the termination of obligations of the Parties hereunder, the Author shall give consent to the processing of the personal data of the Author by the Publisher: name, surname, patronymic, date and place of birth, information about citizenship, residency addresses, email addresses, postal address with zip code, contact telephone numbers, fax numbers, and information about places of work.

10.4. The Publisher shall have the right to process the specified personal data in order to fulfill this Agreement including the provision of information and reference services for the Author. The processing of personal data shall include collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer to third parties), depersonalization, blocking and destruction of personal data.

10.5. The author shall have the right to withdraw consent to the processing of personal data by sending a notice to the Publisher in cases provided by Russian law. The Publisher shall have the right to suspend the provision of services upon receiving such notice.

## 11. Legal address and details of the Publisher

Address: 71 Bakuninskaya St., Moscow, 105082, Russia.

INN 7717087897, KPP 770101001

REGISTRY NUMBER 1037739127535

Director O.V.Starykh