

PUBLISHING LICENSE AGREEMENT
(public offer)

Belgorod

Federal State Autonomous Educational Institution of Higher Education "Belgorod State National Research University" represented by the Editor-in-Chief

Efremova Olga Alekseevna,

(Surname, first name, patronymic of the editor-in-chief)

acting on the basis of the Charter of the mass media organization (online journal)

"Challenges in modern medicine"

(full name of the journal)

(hereinafter referred to as the Publisher), offers an indefinite number of persons (hereinafter referred to as the Customer) to conclude the present license agreement (hereinafter referred to as the Agreement) on publication of scientific materials (hereinafter referred to as the Article) in a scientific journal

"Challenges in modern medicine"

(full name of the journal)

(hereinafter referred to as the Scientific Journal) under the conditions below.

1. GENERAL PROVISIONS

1.1. This document is an official proposal - a public offer (hereinafter - the Offer) of the Publisher, it contains all material terms of license and other legal relations arising between the parties to the Agreement when publishing the Article in the Scientific Journal, and expresses the intention to conclude the Agreement on the terms of the Offer.

1.2. Scientific Journal "Challenges in modern medicine"

(full name of the scientific journal)

is registered by the Federal Service for Supervision of Communications, Information Technology, and Mass Media (Roskomnadzor), registration certificate

ЭЛ № ФС 77 – 77833 from January 31, 2020.

(series, number)

1.3. In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation (hereinafter - the Civil Code of the Russian Federation), the performance of legally significant actions specified in Section 8 "Acceptance of the Offer and conclusion of the Agreement" (acceptance) is recognized as full and unconditional adopting by a legal entity or natural person who has made an accept of the Offer, the terms and conditions of the Offer set out below, thus the Agreement shall be deemed concluded.

1.4. Please read the text of the Offer carefully and if you do not agree with any clause of the Offer, the Publisher offers you to refuse to use the Services.

2. CONTRACTUAL TERMS

Author - natural person(s) whose creative work resulted in the Article.

Customer - an Author who has accepted the terms and conditions of the Agreement and/or a person representing the interests of the Author(s) who has accepted the terms and conditions of the Offer.

Acceptance of the Offer - full and unconditional acceptance of the Offer on the terms and conditions specified in Section 8 of this Agreement.

Parties - jointly referred to as the Customer and the Publisher.

Scientific Journal - a scientific journal specified in clause 1.2 of this Agreement.

Application - an electronic request of the Customer to the Publisher to publish the Article in the Scientific Journal by sending the Article through the "Electronic Editorial Board" service on the website of the Scientific Journal or to the e-mail address of the Editorial Board of the Scientific Journal specified on the website of the Scientific Journal.

The website for the Scientific Journal is journal-medicine.ru.

(name of the site in the information and telecommunication network "Internet")

Offer - this document - an offer to the Customer related to the publication of materials in the Scientific Journal.

Publication - publishing of materials sent by the Customer in the Scientific Journal.

Article - the result of fundamental and applied scientific research in the form of scientific material, scientific report, submitted by the Customer for publication in the Scientific Journal.

Rules for Authors - a list of requirements for the design, content, order of sending the Article and accompanying documents to the Editorial Board of the Scientific Journal. The Rules for Authors are obligatory for full and accurate compliance by the Customer and the person represented by him/her in the preparation and submission of the Article to the Editorial Board of the Scientific Journal.

Services - a set of actions of the Publisher on preparation for publishing and publication of the Article in the Scientific Journal based on the Customer's Application.

3. CONTRACT SUBJECT

3.1. Under this Agreement the Customer grants the Publisher in accordance with the legislation of the Russian Federation and the provisions of this Agreement on a gratuitous basis for the period of validity of the exclusive right to the work (under the legislation of the Russian Federation) on a non-exclusive right to use the Article (scientific material) created by the Customer or the person(s) he/she represents, for publication in the Scientific Journal and placement of published materials on the website of the Scientific Journal.

3.2. The rights to use the Article transferred hereunder include, but are not limited to, the following:

3.2.1. reproduction of the Article or its separate part in any material form, including paper and/or electronic form, as a separate work in journals and/or databases of the Publisher and/or other persons, at the discretion of the Publisher;

3.2.2. distribution of the Article or its separate part in Russian and (or) foreign languages in any form as part of the Scientific Journal and/or databases of the Publisher or other persons, at the discretion of the Publisher, or as an independent work worldwide;

3.2.3. making the Article or any part thereof available to the public in such a way that any person may access the Article from any place and at any time by their own choice (including via the Internet) under the following conditions:

- access to the Article is provided free of charge;
- the Article may be copied, quoted only for non-commercial purposes in compliance with the laws of the Russian Federation.

3.2.4. placement of materials and metadata of the Article in International electronic databases and citation indexing systems at the discretion of the Publisher;

3.2.5. assignment to the Article of the international digital object identifier (DOI) and/or other unique digital identifiers;

3.2.6. transfer to Russian libraries and Russian and foreign Databases of the full text of the Article in electronic form for publication and increasing the citation index of the author and the Scientific Journal.

3.3. The territory in which the rights to the Article may be used is not limited.

3.4. The rights are transferred by the Customer and the persons represented by him/her in favor of the Publisher free of charge, and the publication of the Article in the Scientific Journal does not entail any financial contributions to the Customer or the persons represented by them.

3.5. The Publisher is obliged to provide the Customer with services on preparation for publication and publication of the Article in the Scientific Journal, which include: verification of the materials submitted by the Customer by the Editorial Board staff; review of the scientific work by doctors and PhD candidates; verification of the Article materials for originality; technical and literary editing; preparation of electronic layout; publication of the Article.

3.6. The Offer, its supplements, the Terms of Publication and the Rules of Article Design are official documents and they are posted on the Website of the Scientific Journal.

3.7. The Publisher has the right to change the Offer without prior agreement with the Customer, ensuring that the changed terms are posted on the Scientific Journal Website.

3.8. In case of the Publisher's decision to refuse to publish the Article in the Scientific Journal, this Agreement shall become null and void. The decision to refuse publication shall be sent to the Customer in a form of relevant message via the "Electronic Editorial Board" service on the website of the Scientific Journal or to the e-mail address specified in the Application.

4. TERMS AND CONDITIONS OF SERVICE

4.1. The Services are provided to the Customer on the terms and conditions specified on the Scientific Journal Website.

4.2. In case the materials are provided by the Customer in violation of the rules of the Offer and the Rules of Article Design posted on the Website of the Scientific Journal, the Publisher has the right to return the materials to the Customer for revision.

4.3. The Publisher publishes the Article of the Customer upon the Customer's submission of materials that meet the requirements of the Offer.

4.4. The Publisher publishes the Article of the Customer in the upcoming issue of the Scientific Journal in the presence of positive results of scientific expertise and the decision of the Editorial Board on the possibility of publishing the Article in the Scientific Journal. The terms of publication of an individual article are determined by the Publisher individually.

4.5. The Publisher shall not be liable for unauthorized use by third parties of the data provided by the Customer during the term of the Agreement.

4.6. The Publisher's services are considered to be duly rendered in the absence of claims from the Customer expressed in written form and sent to the Publisher after 3 (three) days from the date of publication of the issue of the Scientific Journal.

5. FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

5.1. The Publisher renders services to the Customer on preparation for publication and publication of the Article in the Scientific Journal on a free-of-charge basis.

6. RIGHTS AND OBLIGATIONS OF THE PUBLISHER

6.1. The publisher undertakes to:

6.1.1. to publish the Article in the Scientific Journal in accordance with the terms of this Agreement provided that the Customer and/or his/her representative complies with the requirements contained in the Terms of Publication posted on the Website of the Scientific Journal, receives positive results of scientific expertise and the decision of the Editorial Board on the possibility of publication of the Article;

6.1.2. to observe the rights of the Customer and/or the person represented by the Customer as provided for by the legislation of the Russian Federation.

6.2. The publisher has the right to:

6.2.1. to carry out technical and literary editing of the Article that does not change its main content (to correct spelling, syntactic and lexical errors);

6.2.2. to carry out the examination of the Article and to propose to the Customer and/or the person representing him to make the necessary changes, until the fulfillment of which the Article will not be published in the Scientific Journal;

6.2.3. translate article metadata into English;

6.2.4. assign a DOI number to the Article and/or other unique numeric identifier;

6.2.5. to place the Article in international scientific citation databases in accordance with the agreements available to the Scientific Journal;

6.2.6. establish the rules (conditions) of acceptance and publication of materials in the Scientific Journal. The Editorial Board of the Scientific Journal has the exclusive rights to select and/or reject materials sent to the Editorial Board of the Scientific Journal for publication.

6.2.7. temporarily suspend rendering of services to the Customer under the Agreement due to technical, technological or other reasons preventing rendering of services for the period of elimination of such reasons;

6.2.8. make changes to the Offer in accordance with the procedure established by the Offer.

6.3. The Publisher guarantees the respect of the right of authorship and the Author's right to name, the inviolability of the Article and protection against semantic distortion.

6.4. The Publisher assumes no obligation to provide the Customer and/or the person representing him/her with reports on the use of the Article.

7. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

7.1. The Customer and/or the person for whose benefit it is acting warrants that:

7.1.1. is a valid right holder of exclusive rights to the Article and/or has received all necessary consents to conclude this Agreement from the right holders; the Article does not violate any rights of third parties, including not defaming honor, dignity and business reputation; the Article will not lead to a conflict of interest, as well as does not contain information of extremist orientation and terrorist nature and does not violate the legislation of the Russian Federation.

7.1.2. The article has not been and will not be forwarded for publication to other editorial boards;

7.1.3. The article contains all references to the cited authors and/or editions

(materials) provided for by copyright law;

7.1.4. all necessary permissions for the results, facts and other borrowed materials used in the Article, the owner of which the Customer or the person represented by it is not;

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

7.1.6 The article is original, is not plagiarized and has not been previously published elsewhere.

7.1.7. The Customer has informed all Authors (co-authors) of the Article regarding the terms and conditions of the Agreement and has obtained the consent of all Authors (co-authors) to conclude the Agreement on the terms and conditions stipulated by the Agreement.

7.2. The customer undertakes to:

7.2.1. submit the materials of the Article to the Publisher in accordance with the requirements of the Terms of Publication for Authors posted on the Scientific Journal Website;

7.2.2. not to use in other publications without the Publisher's consent the electronic copy of the Article prepared by the Publisher;

7.2.3. in the process of preparing the Article for publication, the Customer and/or the person he/she represents undertakes:

a) provide explanations to the reviewers' comments; make corrections to the text of the Article, specified by the reviewers and accepted by the Editorial Board of the Journal, taking into account the explanations provided by the Customer, and/or, if necessary and at the request of the Publisher, finalize the Article;

b) comply with this Agreement and the provisions of the Terms of Publication posted on the Website of the Scientific Journal.

7.3. Copyright protection of the Article is carried out by the Author himself.

7.4. The Customer and/or the person represented by him has the right to use the materials of the Article in any way not prohibited by the legislation of the Russian Federation and this Agreement.

8. ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE AGREEMENT

8.1. This Agreement comes into force from the moment of its conclusion, when the Customer makes the Acceptance of the Offer by sending the Article to the Publisher by e-mail, the address of which is posted on the website of the Scientific Journal, or through the service "Electronic Editorial Board" on the website of the Scientific Journal. In this case, the Article can be sent to the Publisher both by the Customer and other persons representing its interests related to its publication.

8.2. Acceptance of the Offer by the Customer creates the Agreement concluded between the Parties (Article 438 of the Civil Code of the Russian Federation) on the terms and conditions of the Offer.

8.3. The Agreement shall come into force from the moment of the Customer's acceptance of the Offer and shall be valid during the term of validity of the Customer's exclusive right to the work as provided for by the legislation of the Russian Federation.

9. PROCEDURE FOR AMENDING AND TERMINATING THE CONTRACT

9.1. The Publisher has the right to unilaterally change the terms of this Agreement by posting the amended text of the Offer on the website of the Scientific Journal. Changes come into force from the moment of posting the amended text of the Offer on the website of the Scientific Journal.

9.2. In case of disagreement of the Customer with the changes in the terms of the Agreement, the Customer has the right to send a notice of withdrawal from this Agreement to the Publisher. If there is no written notice from the Customer within 10 working days from the date of posting the new text of the Offer Agreement on the website of the Scientific Journal, the changes shall be deemed accepted by the Customer, and the Agreement shall continue to operate with the changes made.

9.3. This Contract may be terminated ahead of schedule:

9.3.1. by agreement of the Parties at any time;

9.3.2. on other grounds provided for by this Agreement and the legislation of the Russian Federation.

9.4. The Agreement concluded under the terms of the Offer may be terminated by the Publisher unilaterally out of court (unilateral withdrawal from the Agreement) in case of violation of the terms of the Agreement by the Customer by sending a notice to the Customer. In this case, the Agreement shall be considered terminated from the date specified in the notice, but not later than 5 (five) working days from the date of sending the notice. The said notice may be sent to the Customer by e-mail, by fax or by registered mail to the Customer's address.

9.7. Termination of the Contract for any reason shall not release the Parties from liability for violations of the Contract terms and conditions arising during the term of validity of the Contract.

10. LIABILITY OF THE PARTIES

10.1. For non-fulfillment or improper fulfillment of their obligations under the Agreement the Parties shall be liable in accordance with the legislation of the Russian Federation.

10.2. All information provided by the Customer must be true. The Customer is responsible for the accuracy and completeness of the information provided to the Publisher. If unreliable information received from the Customer is used, the Publisher shall not be liable for any negative consequences caused by its actions on the basis of the provided unreliable information.

10.3. The Customer is solely responsible for compliance with the requirements of the legislation on advertising, copyright and related rights protection, protection of trademarks and service marks, consumer protection.

10.4. The Customer is independently liable to third parties who have asserted their rights to the Article, reimburses the Publisher for all costs associated with claims of third parties on copyright infringement.

10.5. The Publisher shall not be liable under the Agreement for: a) any actions that are a direct or indirect result of the Customer's and/or his represented person's illegal actions; b) any losses of the Customer regardless of whether the Publisher could have foreseen the possibility of such losses or not; c) the Customer's failure to fulfill his obligations to his represented persons in case the Customer provides intermediary services to the authors of scientific materials.

10.6. The author guarantees that the text of the Article does not contain technical or software modifications aimed at incorrect operation of the systems of text analysis for

borrowings (artificial overestimation of the percentage of originality by technical or software means). In case of detection of such modifications by the Editorial Board, the Article sent by the Author shall not be published. In case modifications are detected after the publication of the Article, it shall be labeled "Retracted" with the indication of the reason and with notification of this fact to all interested parties.

10.7. Published articles that violate the norms of ethics of scientific publications can be retracted unilaterally by the Publisher. In this case, the Publisher's obligations to the Customer and persons represented by him are considered to be fulfilled in full.

10.8. The Parties shall be released from liability for breach of the Contract if such breach is caused by force majeure, including: actions of governmental authorities (including adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil unrest, riots, any other circumstances.

If force majeure circumstances arise that will prevent the Parties from fulfilling their obligations defined in the Contract, the Party concerned shall notify the other Party within one day by telegram or fax of the occurrence and possible duration of such force majeure circumstances.

Appropriate evidence of the existence of the above circumstances and their duration shall be evidence of the relevant Chambers of Commerce and Industry or other competent authorities. In case of late notification (more than one day) by the Party affected by the force majeure of the occurrence, type and possible duration of the force majeure, it shall be deprived of the right to refer to it, unless the force majeure itself prevented the sending of such notification.

11. OTHER CONDITIONS

11.1. By concluding the Agreement, the Customer, of its own free will and in its own interest, consents to the collection, recording, systematization, accumulation, storage, clarification, extraction, use, transfer (provision, distribution, access), depersonalization, blocking, deletion, destruction of its personal data specified by it during registration or becoming known to the Publisher in connection with the execution of the Agreement, in particular, surname, first name, patronymic (if any); number of the main identity document, information about the date and issue of the document and the issuer; address of registration, permanent residence; date and place of birth; telephone number, e-mail/postal address; information on skills and qualifications (education, academic degree and title, experience); personal photographs (photo images), including by automated processing of such data, in order for the Publisher to perform the actions stipulated by the terms of the Agreement.

The Publisher is also entitled to use the personal data provided by the Customer in order to ensure compliance with the requirements of legislative and other regulatory legal acts of the Russian Federation.

Disclosure of information provided by the Customer may 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 provided for by the legislation of the Russian Federation.

The Customer's consent to the processing of personal data shall be valid from the date of conclusion of the Agreement and shall expire 5 (five) years after the termination of the provision of services under the Agreement. The Customer may revoke the consent to the processing of personal data, of which he/she shall notify the Publisher in writing.

11.2. All communications, warnings, notifications, statements and other legally significant communications (hereinafter together - communication) of the Parties in the course of execution of the Agreement shall be sent by the Parties in writing by e-mail to the e-mail address posted on the Website of the Scientific Journal (for the Publisher) and in the Application (for the Customer) or through the "Electronic Editorial Board" service on the website of the Scientific Journal. An e-mail message is considered to be received by the receiving Party on the day of successful sending of this message, provided that it is sent to the address posted on the Website of the Scientific Journal (for the Publisher) and in the Application (for the Customer). Sending of the message via e-mail is considered not successful if the transmitting Party receives an error/failure to deliver message. The message via the "Electronic Editorial Board" service is considered to be received by the receiving Party on the day of successful sending of this message, in the absence of a system notification of an error/impossibility of delivery.

11.3. Disputes and disagreements are resolved by the Parties through negotiations, and in case of failure to reach an agreement - in court at the location of the Publisher in accordance with the laws of the Russian Federation.

11.4. In all cases not stipulated and not provided for in this Agreement, the Parties shall be guided by the legislation of the Russian Federation.

12. PUBLISHER'S ADDRESS AND DETAILS

Belgorod State University

"Challenges in modern medicine"

(name of the Scientific Journal)


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