

**Public offer contract on publication of article in *Transactions of KSRC* scientific journal
No. 4900-C dt. 08.05.2019**

Federal State Unitary Enterprise Krylov State Research Centre (KSRC), hereinafter referred to as the Publisher, represented by S. Korchagina, Head of KSRC Information & Publishing Centre, acting under Power of Attorney No. 23-D-2019 dt. 01.02.2019, from one side, offers to public at large, hereinafter referred to as the Author / Representative of the Co-Authors, from the other side, hereinafter collectively referred to as the Parties, to conclude this Contract on publication of a scientific work hereinafter referred to as the Article in Transactions of KSRC scientific journal (hereinafter referred to as the Journal) in accordance with the conditions stipulated below.

1. General

This Contract is made in accordance with Item 2, Article 437 of the Civil Code of the Russian Federation is a public offer (hereinafter referred to as the Offer), and its complete and unconditional acceptance (hereinafter referred to as the Acceptance) is deemed, in accordance with Article 438 of the Civil Code of the Russian Federation, to be the submission of the Article by the Author / Representative of the Co-Authors to the electronic reception system at the Journal web site <http://transactions-ksrc.ru>.

2. Terms and definitions

Author – physical body who made the Article as a result of his/her creative work.

Acceptance of the Offer – complete and unconditional acceptance of the Offer in accordance with Article 438 of the Civil Code of the Russian Federation. Submission of the Article text to the electronic reception system at web site <http://transactions-ksrc.ru> is regarded as the moment of the Contract conclusion.

Reproduction – creation of one or more copies of the Article or any part of it in any material form.

Communication to the public – the actions as a result of which the Article or any part of it can be accessed by anyone from any place and at any time by his/her own choice.

Request for publication – address of the Author / Representative of the Co-Authors to the Publisher about the publication of the Article in the Journal, compiled and sent to the Publisher in accordance with the rules available in the corresponding section of the Journal web site <http://transactions-ksrc.ru>.

Publisher – Federal State Unitary Enterprise Krylov State Research Centre, the founder of the Journal.

Re-processing – translation of the Article into a foreign language, creation of a derived work.

Publication – publication of the Article in the Journal.

Representative of the Co-Authors – one of the Co-Authors of the Article entitled by the right to conclude the Contract on behalf of the other Co-Authors.

Acceptance for publication – incorporation of the Article to the specific issue of the Journal upon reception of a positive review.

Article – protected result of fundamental and applied researches in form of a scientific material, scientific review, scientific message, a review of the literature on specific research topics, a historical reference about Russian and foreign scientist, submitted by the Authors for publication in the Journal.

Co-Authors – physical bodies who created the Article with their joint efforts, independently on the Article being an integral whole or made up by several parts having their own significance.

Dissemination – actions as a result of which the Article becomes available to the public through sale or other transfer of its copies.

3. Subject of the Contract

According to this Contract, the Author, / the Co-Authors, free of charge and for a period envisaged by the law, vest the Publisher with exclusive right for the Article and the right for use of the Article based on non-exclusive license, including:

3.1. reproduction of the Article or any part of it in any material form, including paper and electronic carriers;

3.2. dissemination of the Article or any part of it all over the world (open-access or subscription basis) without payment of any royalties to the Author / the Co-Authors;

3.3. re-processing of the Article;

3.4. communication of the Article and its constituent parts to the public.

3.5. entitlement of third parties with the rights of use for the Article, within the framework of the rights received as per this Contract, without approval of the Author / the Co-Authors and without payment of any fees from the Publisher, including the case of Creative Commons public license indicated in corresponding section of the Journal web site.

4. Guarantees

4.1. The Author / the Co-Authors guarantee that:

4.1.1. The Article complies with all current copyright requirements regarding the references to quoted authors and/or publications (materials), and the Author / the Co-Authors have all necessary permissions for the results, facts and any other borrowings present in the Paper that are not the property of the Author / the Co-Authors.

4.1.2. The Article does not contain any materials not allowed for open-access publication in accordance with current Russian law and does not contain any classified or confidential information, including the secrets of state.

4.1.3. The Author / the Co-Authors are valid owners of exclusive rights to the Article, and the rights granted to the Publisher as per this Contract have not been transferred previously and will not be transferred to any third parties until the Publisher publishes the Article in the Journal.

5. Rights and obligations of the Parties

5.1. The Author / Representative of the Co-Authors must:

5.1.1. submit the Article in accordance with the requirements given at the web site of the Journal: <http://transactions-ksrc.ru>;

5.2. The Author / the Co-Authors must:

5.2.1. correct and, if necessary, improve their Article according to the comments of peer reviewers;

5.2.2. check the proofread of the Article within the timelines of the Journal publication schedule and make only the modifications required to correct the errors made in the original Article.

5.3. The Author / the Co-Authors have right to:

5.3.1. provide third parties with the electronic copy of the published Article received in full or in parts from the Publisher in order to incorporate the Article to scientific databases and repositories so as to promote scholarly or academic studies, or for informational and educational purposes, under condition of preserving the references to the Author / Co-Authors, the Journal and the Publisher.

5.3.2. request the Publisher's report about the use of the Article;

5.3.3. withdraw the Article from publication at any stage prior to the Article acceptance for printing.

5.4. The Publisher must:

5.4.1. arrange, at his own expense, peer reviewing of the Article, scientific and technical editorship, processing of illustration, manufacturing of paper and electronic camera-ready copy, polygraphic reproduction of the Journal containing the Article, as well as dissemination of the Article in accordance with the conditions of this Contract.

5.4.2. publish the Article in the Journal (in printed and electronic form) within 12 months from the date of the Contract conclusion.

5.4.3. if necessary, provide the Author / Representative of the Co-Authors with proofreads of the Article and make reasonable corrections;

5.4.4. if necessary, send the electronic copy of the published Article to the e-mail address of the Author / Representative of the Co-Authors (as indicated in the Request for Publication) within 15 days from the date of the Journal's publication;

5.4.5. observe the rights of the Author / Co-Authors envisaged by applicable law.

5.5. The Publisher has right for:

5.5.1. technical and literary editorship of the Article without modifications in its main content;

5.5.2. check of the Article for unauthorized borrowings (plagiarism);

5.5.3. placement of preliminary and/or advertisement information about the forthcoming publication of the Article in mass media and other informational sources;

5.5.4. suspension of the Contract, unilaterally and extrajudicially, if the Author / Co-Authors violate their obligations as per this Contract.

5.6. In all cases not discussed and not provided for in this Contract, the Parties shall be governed by applicable laws of the Russian Federation.

6. Responsibility

6.1. The Parties will be responsible for non-performance or improper performance of their obligations under this Contract in accordance with applicable laws of the Russian Federation.

6.2. The Author / Representative of the Co-Authors is responsible for trustworthiness and completeness of the information submitted by him/her to the Publisher. If this information turns out to be untrue, the Publisher shall not be responsible for any adverse effects of his actions based on such untrue data.

6.3. The Publisher shall not be in any way responsible under this Contract for any action(-s) being a direct or indirect results of the Author / Co-Authors actions, nor for any losses of the Author / Co-Authors, irrespectively to whether the Publisher could foresee the possibility of such losses or not.

6.4. The Publisher shall not be held responsible for his violation of the terms of this Contract if such violation was due to a force majeure, including the actions of state authorities (including adoption of legal acts), fire, flooding, earthquake, other natural disasters, electricity blackouts and/or unstable operation of computer network, strikes, civil disturbances, riots and any other force majeure circumstances.

7. Validity period, modification and termination procedure

7.1. This Contract comes into force at the moment of its conclusion, i.e. at the moment of the Article submission by the Author / Co-Authors to the reception system at the web site of the Journal, <http://transactions-ksrc.ru>, and its validity period shall be equal to the validity period of the exclusive right (as stipulated in Article 1281 of the Civil Code of the Russian Federation).

7.2. The Publisher has right to unilaterally modify the conditions of this Contract, with prior (not less than 10 (ten) calendar days before such modifications come into force) notification of the Author / Representative of the Co-Authors via the web site of the Journal or via an e-mail message to the address indicated in the Request for Publication. The modifications will come into force on the day indicated in the corresponding notification.

7.3. This Contract can be terminated upon agreement between the Parties.

7.4. Transfer (assignment) of the exclusive right to the Article from the Author / Co-Authors to a third party shall not terminate this Contract.

8. Settlement of disputes

8.1. Concluding and performing this Contract, the Parties shall be guided by applicable laws of the Russian Federation.

8.2. Should the disputes arise between the Parties, these shall be solved through negotiations, failing which the disputes shall be decided upon as per the provisions of the Civil Process Code of the Russian Federation.

9. Miscellaneous

9.1. The rights for any results of intellectual activities, as well as equivalent individualization tools eligible for becoming the objects of legal protection and described by the Author / Co-Authors shall remain in the ownership of the Author / Co-Authors.

9.2. Any notifications, messages, requests, etc., except the documents that have to be sent in authentic original copies in accordance with Russian laws, shall be deemed received by the Author / Representative of the Co-Authors if they were sent (directed) by the Publisher from e-mail address sn_korchagin@ksrc.ru to the e-mail address indicated in the Request for Publication.

The Parties shall recognize the notifications, messages, requests, etc. sent in the manner described above as legally binding.

9.3. If the Publisher receives any claims pertinent to violations of exclusive authorship or other rights of third parties, the Author / Co-Authors undertake to do as follows:

9.3.1. immediately upon reception of the Publisher's notice take measures to settle such disputes with third parties and, if necessary, join the lawsuit at the side of the Publisher and do all their possible to exclude the Publisher from defendants;

9.3.2. reimburse all legal expenses, as well as the expenses and losses pertinent to provisional remedies and execution of judgement, as well as the sums paid to a third party for the violation of exclusive authorship or other rights, and also to reimburse other losses incurred by the Publisher due to the failure of the Author / Co-Authors to fulfill their guarantees under this Contract.

9.4. According to Article 6 of Federal Law No. 152-FZ dt. July 27, 2006, *On Personal Data*, the Author / Co-Authors, from the moment of this Contract conclusion and till expiry of their respective obligations hereunder, give their consent for the Publisher's processing of the following personal data: last name, first name, patronymic, e-mail address, phone number, fax number, information about the place of employment.

9.5. The Author / Representative of Co-Authors shall voluntarily provide the Publisher with the following data about the Author / Co-Authors: last name, first name, patronymic, academic degree, academic title, position, place of employment (name and mailing address of the organization), work telephone number and e-mail address. These data will become available to the audience of the Journal together with publication of the Article.

9.6. The use of the Article shall be permitted all over the world.

9.7. The right of the Article use shall be transferred by the Author / Co-Author to the Publisher free of charge, and the publication of the Article in the Journal shall not ensue any payments to the Author / Co-Authors. For accounting purposes, market value of the right to use the Article is 200 RUR, according to the estimate made by the Parties.

9.8. If the Publisher decides to decline the publication of the Article in the Journal, this Contract shall become inoperative. The decision about decline of publication shall be based on a negative peer review and sent to the Author / Representative of Co-Authors to the e-mail address indicated in the Request for Publication.

9.9. The Author / Representative of the Co-Authors shall prepare the following documents and sent them to the Publisher in the electronic form:

9.9.1. Article;

9.9.2. Request for Publication;

10. Legal address of the Publisher:

Krylov State Research Centre,
196158, 44, Moskovskoye sh., St. Petersburg, Russia
Information & Publication Centre