

MINISTRY OF SCIENCE AND HIGHER EDUCATION OF THE RUSSIAN FEDERATION

FEDERAL STATE BUDGET SCIENTIFIC INSTITUTION THE STATE PUBLIC SCIENTIFIC TECHNOLOGICAL LIBRARY OF THE SIBERIAN BRANCH OF THE RUSSIAN ACADEMY OF SCIENCES (SPSTL SB RAS)

PUBLIC OFFER

On concluding a license agreement for use works for the journal «Bibliosphere»

Novosibirsk

October 20, 2022

Federal State Budget Scientific Institution The State Public Scientific Technological Library of the Siberian Branch of the Russian Academy of Sciences (SPSTL SB RAS) hereinafter referred to as the «Licensee», guided by Art. 435, 437 of the Civil Code of the Russian Federation, invites any individual who has the exclusive right to a scientific article, hereinafter referred to as the «Author», to conclude this license agreement.

This agreement is a public offer (proposal) of the Licensee to the Author, containing the essential terms of the license agreement granting the right to use the work specified in the clause 1.1 of the agreement under the terms of a simple (non-exclusive) license.

Full and unconditional acceptance of this public offer (acceptance) is the completion by the Author of the actions specified in the clause 4 of this public offer agreement. The author is considered to have accepted the terms of this offer and acquires rights and obligations in accordance with this offer from the moment of acceptance. By accepting, the author confirms that he (she) accepts the terms of the Agreement without reservations or objections in full.

1. The Licensee offers the Authors the right to use the intellectual property expressed in the form of a scientific article (including illustrative, reference, bibliographic materials), without the limits established by this Agreement and for the period established by the public offer agreement.

1.1. The Author grants the Licensee the right to use the scientific article as follows:

• reproduction of a scientific article or its parts thereof in any material form, including on paper or electronic media in the form of a separate document and/or as part of the scientific journal «Bibliosphere» (hereinafter referred to as the «Journal»), and/or in the Licensee's databases and /or other persons, including in the Licensee's electronic libraries;

• distribution of copies of a scientific article or its parts, including on paper or electronic media in the form of a separate document and/or as part of the Journal, and/or in the databases of the Licensee and/or other persons;

• bringing a scientific article or its parts to the public with the opportunity for any person to access the Work from any place and at any time of their own choice, including on the Internet;

• processing the form for submitting the scientific article for its use in interaction with computer programs and systems (databases), publication and distribution in a machine-readable format and implementation in search systems (databases).

All specified in the clause 1.1. of this public offer, the rights are provided by the Author to the Licensee free of charge, without territory restrictions.

2. The licensee undertakes:

• at your own expense, provide scientific, literary and artistic-technical editing of a scientific article, editing of illustrative material, production of paper and/or electronic layout;

• do not make any changes to the title of a scientific article or to the designation of the Author's name without the consent of the Author;

• agree with the Author on editorial changes or edits made to the scientific article, with the exception of typos and grammatical corrections. The Licensee guarantees the right to integrity of the Work and protection from distortion and respect for the right of authorship and the Author's right to name.

2.1. The licensee has the right:

• transfer the rights to use the scientific article to third parties within the limits of the rights and methods of use established by this public offer, including for the purpose of using the scientific article in third-party databases, without additional agreement with the Author;

• unilaterally refuse to fulfill obligations under this public offer in cases of failure by the Author to submit a manuscript of a scientific article due to the fault of the Author within the period established by the Licensee for finalizing the scientific article based on the results of reviewing and/or editing, or the Author's failure to fulfill other obligations established by the terms of this public offer.

3. The author undertakes:

• immediately notify the Licensee of the termination/cancellation of copyright, or the transfer of any rights to a scientific article to a third party;

• agree within 3 (three) calendar days from the date of receipt of the corresponding request from the Licensee for amendments made to the scientific article or give a reasoned refusal. If the Author does not respond within the specified period, the edits are considered approved by the Author.

3.1. The author guarantees that:

• is the holder of the exclusive right to a scientific article, the scientific article has not previously been transferred to anyone for reproduction or other use, there are no other persons who have any rights to the scientific article, granting the right to use the scientific article to the Licensee will not violate the rights and legitimate interests of third parties;

• The scientific article contains all references to cited authors and/or publications (materials) provided for by the legislation of the Russian Federation;

• The author has received all the necessary permissions for the results of intellectual activity used in the scientific article, the copyright holder of which the Author is not;

• The Work does not contain materials that are not subject to publication in the open press in accordance with the legislation of the Russian Federation (extremist and other materials for which a ban or restrictions on publication have been established), and the publication or distribution of the Work will not lead to the disclosure of information that constitutes a secret protected by law.

4. The conclusion of this public offer agreement on the part of the Author, that is, complete and unconditional acceptance of the terms of this public offer agreement (acceptance), is sending the material through your personal account on the website https://www.bibliosphere.ru/jour

5. The public offer agreement may be terminated in the following cases:

• by agreement of the parties at any time before the publication of a scientific article in the Journal;

• at the initiative of the Licensee in cases provided for by the terms of this public offer agreement and the legislation of the Russian Federation;

• on other grounds provided for by the legislation of the Russian Federation.

6. For failure to fulfill or improper fulfillment of obligations stipulated by this public offer agreement, the parties are liable in accordance with the current legislation of the Russian Federation.

6.1. In the event that claims are presented to the Licensee related to the violation of exclusive rights to the results of intellectual activity belonging to third parties when creating a scientific article, or in connection with the conclusion by the Author of this public offer agreement, the Author undertakes: immediately, after receiving the Licensee's notification, to take measures to settlement of disputes with third parties, take all actions within his power to exclude the Licensee from the list of defendants; reimburse the Licensee for legal costs incurred, expenses and losses caused by the application of measures to secure the claim and execution of a court decision, and amounts paid to a third party for violation of exclusive rights to the results of intellectual activity belonging to

third parties, as well as other losses incurred by the Licensee in connection with non-compliance by the Author guarantees provided by them under this public offer agreement.

6.2. All disputes related in one way or another to this public offer agreement are resolved by the parties through negotiations, and if no agreement is reached, in court at the location of the Licensee.

7. This public offer agreement comes into force from the moment of signing and is valid for 3 (three) years.

7.1. The validity period of this public offer agreement is automatically extended for each subsequent 3-year period, unless any of the Parties initiated its termination or modification no later than 1 (one) month before its expiration. The number of automatic extensions is unlimited.

7.2. In everything else that is not provided for in this public offer agreement, the parties are guided by the norms of the current legislation of the Russian Federation.

Director of SPSTL SB R



I. V. Lizunova