

## **PUBLIC OFFER AGREEMENT**

### **for publication of copyrighted material in Journal «Proceedings of Saint Petersburg Electrotechnical University»**

Present Public Offer Agreement hereinafter referred to as Agreement shall specify the relationships between the State Federal Independent Educational Institution of Higher Education Saint Petersburg Electrotechnical University LETI named after V.I. Ulyanov (Lenin) ETU being a founder and a publisher of **Journal «Proceedings of Saint Petersburg Electrotechnical University»** represented by the Chancellor Vladimir M. Kutuzov acting with full corporate authority and with full legal responsibility hereinafter referred to as Publisher and copyright holder hereinafter referred to as Author accepting public offering (offer) of this Agreement. Present Agreement under the item 2 of the article 437 of the Civil Code of the Russian Federation constitutes the public offer the complete and unconditional acceptance of which under the article 438 of the RF CC shall be considered the Author's submission of his manuscript to the Publisher.

#### **1. AGREEMENT TERMS AND DEFINITIONS**

Author shall mean a physical person (persons) or other copyright holder (holders) owning exclusive rights in copyrighted works.

Co-authors shall mean physical persons creating their work in cooperation.

Copyright material shall mean a work of science, scientific and practical material, resource and other material provided by the Author for publication in Edition.

Edition shall mean a scientific journal titled **Journal «Proceedings of Saint Petersburg Electrotechnical University»**.

Publisher shall mean Saint Petersburg Electrotechnical University LETI.

Offer shall mean the present document published on the website of [Izv.eltech.ru](http://Izv.eltech.ru).

#### **2. SUBJECT OF AGREEMENT**

2.1. The Author shall transfer rights to use copyright material for the copyright validity term and the Publisher shall accept copyright material complying with publication profile. The Author shall warrant that the copyright material has never been previously submitted for publication and he has exclusive rights for it.

2.2. Copyright material shall be prepared and submitted in accordance with the Author's Guide published on the website [Izv.eltech.ru](http://Izv.eltech.ru).

2.3. The Publisher shall select, prepare for publication and publish the material submitted by the Author in the Publisher's printed and electronic editions including publishing on the websites specified by the Publisher and created by him on the Internet websites.

2.4. The Publisher shall be entitled in his sole discretion and without consent of the Author to make contracts and agreements with the third parties aimed at supplementary measures to protect copyright.

2.5. The Author shall transfer the copyright material under the following terms and conditions:

1) Applications of copyright material:

- Publication in printed edition, i.e. in the **Journal «Proceedings of Saint Petersburg**

### **Electrotechnical University»;**

- Publication in network resources of the Publisher in the Internet and other network resources with which the Publisher has made appropriate agreements. The list of network resources with which the Publisher has made current agreements on publication shall be provided on the website Izv.eltech.ru.
- 2) Use of copyright material shall not be limited to specific territory;
- 3) In case of cancellation and termination of this Agreement the Publisher shall reserve and the Author shall confirm perpetual right of the Publisher to keep publishing copyright material in the Internet in accordance with the item 2.1. of this Agreement.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### 3.1. The Author shall warrant that:

- 1) he possesses exclusive rights for copyright material.
- 2) copyright material provided under this Agreement respects the rights of the third party.
- 3) copyright material contains new, true and accurate information.
- 4) copyright material is free from information that is not subject to publishing in public media under applicable laws of the Russian Federation and its publishing and distribution shall not result in disclosure of secret (confidential) information (including state secrets). The Author shall be liable for lack of information that is not subject to publication in public media.

#### 3.2. The Author shall agree and undertake to:

- 1) inform other Co-authors (copyright holders) on the terms and conditions of this Agreement and to obtain the consent of all co-authors (copyright holders) to its conclusion under the terms and conditions stipulated by this Agreement.
- 2) omit using electronic copy of copyright material prepared by the Publisher for commercial purposes and other editions without the Publisher's consent.
- 3) comply with the following ethical principles:
  - the Author shall not submit copyright material sent to another journal and been under consideration as well as the article previously published in another journal.
  - sending copyright material signed by the author (authors) shall be considered a compliance with the terms and conditions of this Agreement.
  - the Author shall not submit copyright material devoted to the same research as the original publication. In case some elements of copyright material have been published in another article the Author shall make a reference to it and mention the key difference between his new work and the previous one. Moreover, the Author shall reveal the connection of new copyright material with the conclusions of the previous one. Word-for-word copying or paraphrasing of previous copyright material shall be inadmissible.
  - borrowed fragments or statements shall be executed with obligatory reference to the original. Excess drawings, plagiarism of any kind (excerpts without quotation marks, paraphrasing or appropriating rights for the results of another person's research) shall be inadmissible. In such case the Publisher shall have right to follow the proposals of the Committee on Publication Ethics (COPE) for resolving such inequitable conduct situations.
  - all persons taking part in creation of copyright material shall be named. All Co-Authors shall approve the final version of copyright material and agree with its publication.
  - the Author shall reveal in his copyright material significant conflicts of interest that might

influence the results or conclusions presented in copyright material. The Author shall specify all sources of financing copyright material.

- in case the Author finds significant mistakes or discrepancies in copyright material at the stage of its consideration or after its publication, he shall notify the Publisher about it within three working days.

- in the process of writing copyright material and working with the Publisher, the Author shall base on Author's guide provided on the website [Izv.eltech.ru](http://Izv.eltech.ru).

4) finalize copyright material in compliance with the Publisher's proposal over to the Publisher.

3.3. The Publisher shall agree and undertake to:

1) publish copyright material in compliance with the terms and conditions of this Agreement.

2) make reasonable corrections in copyright material and to provide layout of copyright material for the Author's approval.

3.4. The Publisher shall have the right to:

1) carry out technical and scientific editing of copyright material without changing its crucial issues.

2) carry out examination and reviewing of received copyright material and to offer the Author to make necessary changes prior to which no material shall be published.

3) make translation of copyright material into any languages.

4) establish rules (conditions) of copyright material acceptance and publication. The Publisher has exclusive right for selection and rejection of material submitted with the purpose of publication.

5) in his sole discretion introduce amendments to the terms and conditions of the Agreement and modify its issues publishing notification hereof in the Journal as well as on the website [Izv.eltech.ru](http://Izv.eltech.ru).

3.5. In all cases not specified and not stipulated by this Agreement the Parties shall be governed by the applicable laws in the Russian Federation.

#### **4. PROCEDURE FOR CONCLUSION OF AGREEMENT AND ITS ALTERATION**

4.1. This agreement shall become effective on the date of publication of the text of this Agreement on the website of **Journal «Proceedings of Saint Petersburg Electrotechnical University»** as well as in the Internet and shall remain in force until revocation of the offer by the Publisher.

4.2. Conclusion of the Agreement by the Author, i.e. complete and unconditional acceptance by the Author (the accept) of the terms and conditions of the Agreement shall be sending of copyright material by post or email to the Publisher in person and the Publisher's registration of delivered copyright material.

The Publisher's mailing address is North West Scientific and Methodological Center, 5 Professor Popov Street, 197376, Saint Petersburg, Russia, (812) 234-02-23, e-mail: [izvestiya-leti@yandex.ru](mailto:izvestiya-leti@yandex.ru).

Copyright material sent to the Publisher shall not be returned.

4.3. This Agreement may be canceled prior to its expiry

1) by mutual consent of the Parties at any time before publishing copyright material in the Edition;

2) at the discretion of the Publisher in case copyright material fails to comply with the

requirements of the Publisher provided in the Author's guide published on the website Izv.eltech.ru, and/or otherwise cannot be published in the Edition. In this case the Publisher shall send to the Author his motivated refusal to the email address provided by the Author as his contact address;

3) on other grounds stipulated by the regulation of the Russian Federation and this Agreement.

4.4. All amendments made by the Publisher in this Agreement shall come into effect in 14 (fourteen) calendar days after making such amendments and publication on the website of the Edition Izv.eltech.ru of information on amendments made in the Agreement. In case of the Author's disagreement with the amendments of the terms and conditions of this Agreement the Author shall be entitled to send to the Publisher his written notification on repudiation of this Agreement prior to entry into force the amendments thereof. In the absence of the Author's written notification prior to entry in force the amendments to this Agreement the amendments shall be deemed accepted by the Author and the Agreement shall continue to have effect as amended.

## **5. LIABILITY OF THE PARTIES**

5.1. The Parties are liable for failure to perform or improper performance of their obligations under this Agreement in accordance with the current laws of the Russian Federation.

5.2. All information provided by the Author is meant to be true and complete. In case of use of inaccurate information received from the Author the Publisher shall not be liable for adverse effect caused by provision of inaccurate information.

The Author on an independent basis shall take full responsibility for compliance with the laws in terms of advertising, copyright and related right protection, trademark and service mark protection, consumer right protection. In case of claiming the Publisher as to infringement of copyright and other rights for protected intellectual property and means of identification of the third parties the Author shall agree and undertake:

1) with immediate effect upon the receipt of the Publisher's notification to take measures for settling disputes with the third parties, in appropriate cases to join the litigation on the side of the Publisher and to take whatever actions are necessary on the purpose of elimination the Publisher from defendants;

2) to reimburse legal costs and expenses incurred resulted from application of injunctive relief and execution of judgment as well as other losses incurred by the Publisher due to the Author's failure to abide guarantee provided under this Agreement.

5.3. The Publisher shall in no way be responsible under this Agreement for:

1) any actions being whether direct or indirect result of the Author's actions  
2) any Author's losses respective of whether the Publisher might anticipate the possibility of such losses or not.

5.4. The Publisher shall not be held liable for infringement of the terms and conditions of the Agreement in case it is caused by force majeure circumstances covering government authority actions (including state enactments), fire, flood, earthquake, other acts of God, blackouts and/or computer network failure, strikes, civil strife, disorders and any other circumstances that may influence the performance of this Agreement by the Publisher.

## **6. DISPUTE SETTLEMENT PROCEDURE**

6.1. Disputes and discrepancies shall be resolved by the Parties by means of negotiations and

in case of non-achievement of the agreement in compliance with the Russian Federation legislation in force in court at the location of the Publisher.

## **7. OTHER TERMS AND CONDITIONS**

7.1. In accordance with the article 6 of the Federal Law “On Personal Data” No 152-Φ3 dated July 27, 2006 within the period from sending copyright material to the Publisher till termination of obligations by the Parties under this Agreement the Author shall express his consent to processing of personal data: surname, first name, patronymic, postal address with a postcode, contact telephone numbers, email addresses, information on places of employment, etc. Personal data processing means actions (operations) with personal data including gathering, systematization, accumulation, storage, clarification (updating, changing), usage, distribution (including transmission to the third parties), depersonalization (for reviewing), blocking and destruction of personal data.