

## **Publishing agreement (public offer) for placement of author's materials in the journal "Neophilology"**

The Founder, Publisher, editorial of the journal Federal State Budgetary Educational Institution of Higher Education "Derzhavin Tambov State University" (33 Internatsionalnaya St., Tambov 392000, Russian Federation) offers an indefinite number of persons (hereinafter – the Author or Authors) to conclude this Publishing agreement (hereinafter – the Agreement) on the publication of scientific, scientific and theoretical materials (hereinafter – the Author's materials) in the journal "Neophilology" on the following conditions.

This Agreement defines the relationship between the Founder, Publisher of the journal "Neophilology" registered by the Federal Service for Supervision of Communications, Information Technology, and Mass Media (Roskomnadzor), the mass media registration certificate – ПИ no. ФС 77-70137 of June 16, 2017, and the Author (or other right holder), who accepted the public offer to conclude this Agreement. This Agreement in accordance with par. 2 of Art. 437 of the Civil Code of the Russian Federation is a public offer, full and unconditional acceptance of which, in accordance with Art. 438 of the Civil Code of the Russian Federation is considered to be the direction of the Author's materials to the Publisher.

### 1. CONCEPTS USED IN THE AGREEMENT

**Author** – an individual(s), who has created the Author's material with his creative work.

**Author's material** – scientific articles, scientific reviews, submitted by the Author for publication in the journal.

**Acceptance of the offer** – complete and irrevocable acceptance of the Offer.

**Journal** – scientific-theoretical journal "Neophilology".

**Application** – electronic message of the Author to the Publisher for publication of the Author's material in the Journal via e-mail: [ilina@tsutmb.ru](mailto:ilina@tsutmb.ru); [ant\\_scherbak@mail.ru](mailto:ant_scherbak@mail.ru).

**Publisher** – Federal State Budgetary Educational Institution of Higher Education "Derzhavin Tambov State University" (33 Internatsionalnaya St., Tambov 392000, Tambov Region, Russian Federation).

**Offer** – this Agreement (offer to the Author to publish Author's material) posted at [http://journals.tsutmb.ru/upload/vest/Dogovor\\_Neofilologiya\\_eng.pdf](http://journals.tsutmb.ru/upload/vest/Dogovor_Neofilologiya_eng.pdf)

**Publication** – placement of the Author's material in the Journal "Neophilology".

**Editorial of the Journal** – creative team preparing and issuing the Journal.

**Parties** – the Author and the Publisher if referred to collectively.

**Service** – placement (publication) of the Author's material in the Journal on the ground of the Author's Application.

**Founder of the journal** – Federal State Budgetary Educational Institution of Higher Education "Derzhavin Tambov State University" (33 Internatsionalnaya St., Tambov 392000, Tambov Region, Russian Federation, telephone: +7(4752)72-34-40, e-mail: [post@tsutmb.ru](mailto:post@tsutmb.ru), OKTMO 68701000001, PSRN 1026801156689, TIN 6831012790, IEC 682901001).

### 2. SUBJECT MATTER

2.1. The Author provides the Publisher for free during the term of the author's right provided for by the current laws of the Russian Federation with the exclusive right pursuant to par. 2 of Art. 1270 of the Civil Code of the Russian Federation and this Agreement to use the Author's material created by the Author for publication in the journal "Neophilology".

2.2. Rights to use the Author's material transferred hereunder include:

– reproduction of the Author's material in any material form, including in hard copy and in electronic form, in the Journal and/or databases of the Publisher and/or third parties at the Publisher's option according to agreements concluded by the Publisher;

– distribution of the Author's material as part of the Journal and/or databases of the Publisher and/or third parties at the Publisher's option;

– make the Author's material publicly available so that any person could access the Author's material from any place and at any time at his option (including through the Internet);

– granting permit to use the Author's material received hereunder and transfer rights to third parties at the Publisher's option;

– translation of the Author's material into foreign languages and use of the translated Author's material in the ways mentioned above.

2.3. Territory, where the rights to use the Author's material can be used, is unlimited.

2.4. The term of this Agreement arises since forwarding by the Author of the Author's material to the Journal.

2.5. The Author shall transfer the Rights to use the Author's material to the Publisher for free.

2.6. In case the Publisher takes a decision to refuse publication of the Author's material in the Journal, this Agreement shall be terminated. Decision on the refusal to publish materials shall be forwarded to the Author to the email address specified in the Application.

2.7. The Publisher shall provide the Author with the Services related to the publication of the Author's material in the Journal during the term of the Agreement.

### 3. COMPULSORY CONDITIONS OF THE SERVICES PROVISION

3.1. The Author shall provide the Author's material meeting the requirements of the offer and executed according to the 1) **Rules for the authors of the articles submitted to the journal "Neophilology"**, posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/author-guidelines.html>; 2) **Rules of scientific articles sending, reviewing and publishing in the journal "Neophilology"**, posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/submit-your-manuscript.html>

3.2. The Author shall make the Acceptance (complete and irrevocable acceptance) of the offer.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 4.1. The Author warrants that:

1) the Author holds the exclusive rights to the Author's material;

2) the Author's material has not been transferred to anyone for reproduction or other use;

3) the Author's material provided hereunder does not violate the rights of third parties. It contains all references to quoted authors and/or publications (materials) according to the current laws on authors' rights;

4) the Author has obtained all the required permits to the provided results, facts and other borrowed materials, the right holder of which is not the Author;

5) the Author's material does not contain information, which is not subject to publication in public sources according to the current regulations of the Russian Federation, and the publication and distribution thereof will not result in the disclosure of secret (confidential) information (including state secret).

#### 4.2. The Author shall:

1) provide the the Author's material executed according to the Publisher's requirements set forth in the Rules for the authors posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/author-guidelines.html>;

2) notify other co-authors conditions of this Agreement and obtain the consent of all co-authors to its conclusion on conditions of this Agreement;

3) not use an electronic copy of the copyright prepared by the Publisher for commercial purposes and in other editions without consent of the Publisher;

4) comply with the following ethical principles:

– the Author (or a team of authors) shall be primarily responsible for the novelty and accuracy of the provided Author's material;

– the Author shall not provide to the Journal the Author's material, which has been forwarded to other journal and/or is considered for publication in other journal, as well as the Author's material already published in other journal;

– the Author shall not repeatedly provide the Author's material on the same study as the original one. If elements of the Author's material have been previously published, the Author shall refer to such publication and specify the significant difference of the new Author's material from the previously published one. Also, the Author shall determine the connection between the new Author's material with the conclusions of the previous one(s). Word-for-word copying or re-writing of the previous Author's material is not allowed;

– borrowed fragments or affirmations shall be executed with a compulsory indication of the initial source. Excess borrowings, plagiarism in any forms (unspecified quotes, re-writing or arrogation of the rights to the results of someone else's studies) are not allowed;

– all persons, who have made a significant contribution into the preparation and writing of the Author's material, must be indicated as co-authors of the Author's material;

- the Author(s) shall be liable for the accuracy of provided data, absence of data, which are not subject to publication, accuracy and completeness of information on the quoted literature. The Author warrants to the Editorial Team reimbursement of losses in case of detecting similar violations;
- the Author shall disclose in the Author's material significant conflicts of interest, which could affect the results or conclusions provided in the Author's material. The Author shall also list all sources of financing the preparation and writing of the Author's material or specify the absence of such sources;
- if the Author detects significant errors or inaccuracies in the Author's material at the stage of consideration or after publication, he shall immediately notify the Publisher thereof;
- when writing the Author's material and in interaction with the Publisher (Editorial Team), the Author shall rely on the 1) **Rules for the authors of the articles** posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/author-guidelines.html>; 2) **Rules of scientific articles sending, reviewing and publishing** posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/submit-your-manuscript.html>

#### **4.3. The Author may:**

- 1) transfer a copy of the Author's material to colleagues for free, whether in whole or in part, for their personal or professional use, to promote academic or scientific studies, for educational and/or informational purposes of the employer;
- 2) use materials from the published Author's material when writing a book;
- 3) use separate drawings or tables and extracts from text for own purposes of training or inclusion into other materials, posting in electronic form in the internal (protected) computer network or on the web-site of the Author or his employer;
- 4) include the Author's material into training collected volumes to be used in class or distributed to the Author's students for free or keep the material in electronic form on the local server for students to get access as a part of the training course, as well as for internal training programs in the employer's institution;
- 5) in case of any subsequent permitted use of the published Author's material (including any its separate part, fragment), a reference to the Journal, Author(s), material title, number and year of the Journal is obligatory.

**4.4. The Publisher shall:** publish an article (Author's materials) according to the terms and conditions of this Agreement subject to positive result of reviewing and removal of reviewers' comments by the Author.

#### **4.5. The Publisher may:**

- 1) carry out literary and technical editing of the Author's material without changes in its principal provisions;
- 2) examine and review the received Author's material and offer the Author to make necessary amendments, without which the material will not be published;
- 3) translate the Author's material into any languages;
- 4) establish rules (conditions) of the receipt and publication of the Author's materials. The Publisher shall have the exclusive right to select and/or reject the Author's materials forwarded with the purposes of publication. The Publisher shall not enter into correspondence with authors on the issues of rejection of the Author's materials;
- 5) pursuant to Art. 42 of the Law of the Russian Federation "On the Media", reject publication of the Author's material if it does not meet the Publisher's requirements. No one may bind the Editorial Team (Publisher) to publish the Author's material it has rejected, unless otherwise provided for by laws;
- 6) the Publisher may enter into agreements and contracts with third parties without any agreements with the Author;
- 7) unilaterally amend the terms and conditions of this Agreement and adjust the provisions thereof posting a notice on amendments on the Publisher's web-site in section "News" <http://journals.tsutmb.ru/neophilology-eng/news.html>

## 5. CONCLUSION OF AND AMENDMENTS TO THE AGREEMENT

5.1. This Agreement shall be posted on the Publisher's web-site at [http://journals.tsutmb.ru/upload/vest/Dogovor\\_Neofilologiya\\_eng.pdf](http://journals.tsutmb.ru/upload/vest/Dogovor_Neofilologiya_eng.pdf) and is the offer (public offer) to an unlimited number of people (Authors) on the conclusion of this Agreement with complete and irrevocable acceptance of the terms and conditions hereof by the Author(s) pursuant to Art. 438 of the Civil Code of the Russian Federation.

5.2. Conclusion of the Agreement by the Author, i.e., complete and irrevocable acceptance by the Author of the terms and conditions of the Agreement shall be performance by the Author of any of the following actions:

1) transfer by the Author of the Author's material to the Publisher personally, by post or electronic means and registration by the Publisher of the Author's material received at the Publisher's address;

2) improvement by the Author of the Author's material at the suggestion of the Editorial Team and transfer to the Publisher of improved Author's material for publication in the Publisher's Journal.

5.3. Conclusion of the Agreement on the part of the Publisher shall be registration of the Author's material in the Publisher's Journal.

5.4. This Agreement may be terminated in the following cases:

1) upon agreement of the Parties at any time before publication of the Author's material in the Publisher's Journal;

2) upon the initiative of the Publisher in case the Author's material does not meet the Publisher's requirements set forth in the **Rules for the authors of the articles submitted to the journal "Neophilology"**, posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/author-guidelines.html>; **Rules of scientific articles sending, reviewing and publishing in the journal "Neophilology"**, posted on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/submit-your-manuscript.html> and/or for other reasons cannot be published in the Publisher's Journal. In such case, the Publisher shall forward a justified refusal to the Author to the email address specified by the Author as contact information;

3) upon the initiative of the Author, in case the Author's material is not published within one year after approval thereof for publication in the Publisher's Journal;

4) on other grounds provided for by the current laws of the Russian Federation.

5.5. All amendments hereto made by the Publisher enter into force 14 (fourteen) days after such amendments and publication on amendments hereto on the Publisher's web-site at <http://journals.tsutmb.ru/neophilology-eng/news.html>. In case the Author does not agree to amendments hereto, the Author shall be entitled to forward to the Publisher a written notice on the withdrawal form this Agreement till entry into force of the relevant amendments. In case of the absence of a written notice from the Author till entry into force of amendments hereto, amendments shall be deemed accepted by the Author and the Agreement shall continue with made amendments.

## 6. LIABILITY OF THE PARTIES

6.1. The Parties shall be liable for non-performance or improper performance of their obligations hereunder pursuant to the current laws of the Russian Federation.

6.2. All data provided by the Author shall be complete and accurate. In case of use of inaccurate data received from the Author, the Publisher shall not be liable for adverse effects caused by the Author's actions on the ground of the provided inaccurate data.

6.3. The Author shall be solely liable for the observance of the requirements of laws on advertising, protection of copyright and related rights, protection of trademarks and service marks, protection of consumer rights. In case of claims to the Publisher related to violation of the exclusive copyright and other intellectual property rights of third parties, the Author shall:

1) immediately, upon receipt of information on the violation of the rights of third parties, take measures on the resolution of disputes with third parties;

2) reimburse the Publisher for incurred court fees and losses caused by relief and execution of the court decision, as well as other losses incurred by the Publisher due to the Author's failure to observe the warranties he has provided hereunder.

6.4. The Publisher shall not be liable hereunder for:

1) any actions being the direct or indirect result of the Author's actions;

2) any losses of the Author, regardless of whether the Publisher could foresee the possibility of such losses or not;

3) unauthorized use of data provided by the Author to third parties.

6.5. The Publisher shall be relieved from liability for the violation of the terms and conditions of this Agreement if such violation is caused by circumstances of insuperable force (force majeure), including: acts of public authorities (including adoption of regulations), fire, flood, earthquake, other acts of God, absence of power and/or failures in the computer network, strikes, civil unrest, any other circumstances, which may affect execution of this Agreement by the Publisher.

## 7. DISPUTE RESOLUTION

7.1. The Parties shall resolve disputes and disagreements through negotiations, and in case of a failure to reach an agreement – pursuant to the current laws of the Russian Federation.

7.2. In case of unresolved disagreement of the Parties, disputes shall be resolved in court according to the Publisher's location pursuant to the current laws of the Russian Federation.

## 8. MISCELLANEOUS

8.1. In case the Author is an individual, pursuant to Art. 6 of the Federal Law no. 152-ФЗ of July 27, 2006 "On Personal Data", from the date of forwarding the Author's material to the Publisher and till the date of termination of the Parties' obligations hereunder, the Author consents to processing his personal data: first name, patronymic and last name, academic degree, academic title, position, place of work with postal address; passport data, place of living, contact phone numbers, email addresses. Processing of personal data means actions (transactions) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer to third parties according to par. 4.5), depersonalization (for the purposes of reviewing), blocking and destruction of personal data.

8.2. The text of this Agreement (offer) shall be posted on the Publisher's web-site at [http://journals.tsutmb.ru/upload/vest/Dogovor\\_Neofilologiya\\_eng.pdf](http://journals.tsutmb.ru/upload/vest/Dogovor_Neofilologiya_eng.pdf)

Text of the Publishing agreement of the journal "Neophilology" was approved at the editorial board meeting of March 25, 2019.