**Public Offer Agreement for Publication of Article**

 **Bugulma, Russian Federation**

**01 February 2015**

Volga-Kama Regional Division of the Russian Academy of Natural Sciences (hereinafter referred to as “the Publisher”) offers to indefinite circle of persons to conclude this Agreement on the publication of scientific article (hereinafter referred to as “the Agreement”) in Neftyanaya Provintsiya Journal (Oil Province Journal) in respect of which the Publisher is the Founder, on the following terms:

**1. The terms used in the Agreement.**

1.1. As used in this Agreement, the following terms have the meanings specified below:

**Author** – is an individual whose creative work resulted in the Article.

**Customer** – A*uthor* or third party submitting the *Author’s Article* to the *Publisher* for publication in the *Journal* upon approval of the *Author.*

**Application**– is the written request of the *Customer* to the *Publishe*r to place the *Article* in the *Journal*.

**Journal** – on-line scientific journal Neftyanaya Provintsiya (Oil Province Journal) in respect of which the *Publisher* is the *Founder*, available on website of the *Publisher* at http://www.vkro-raen.com.

**Publisher** – Volga-Kama Regional Division of the Russian Academy of Natural Sciences.

**Licensor** – *Author* (*of the Piece of Writing*).

**Licensee** – *Publisher*.

**Offer** – is the present Public Offer for the publication of the *Article*.

**Publication** – is the placement of the *Article* in the *Journal*

**Editorial Board** – Volga-Kama Regional Division of the Russian Academy of Natural Sciences.

**Article (Piece of Writing)** – text material submitted for publication in the *Journal*.

**Service** – publication of the *Article* in the *Journal* based on *Application*.

**2. Subject of the Agreement.**

2.1. The *Customer* submits the *Application* and the *Article* for publication in the *Journal* in accordance with the requirements specified on the website of the *Publisher*, upon which the *Customer* accepts *Services* under the terms of the *Offer*.

2.2. The *Publisher* renders the *Services* associated with publication of the *Author’s Article*: receives the *Article* and the *Application*, decides to reject or accept the *Article* for publication, publishes the *Article* in the *Journal*.

**3. The rights and obligations.**

3.1. The *Customer* undertakes to:

3.1.1. Draw up an *Application* for publication of the *Article* in the *Journal* in accordance with the Guide for Authors available on the *Publisher's* website. Send the completed *Application* form to the *Editorial Board* of the *Journal* via email.

3.1.2. Draw up the *Article* in accordance with the Guide for Authors available on the *Publisher's* website. Send the full-text *Article* to the *Editorial Board* of the *Journal* via email.

3.2. The *Customer* has the right to submit a claim to improper quality of *Services* rendered to the *Editorial Board* of the *Journal* within thirty (30) days from the date of publication in the *Journal*.

3.3. The *Editorial Board* undertakes to:

3.3.1. Publish the *Author’s Article* in the upcoming issue of the *Journal* or in any other issue selected by the *Custome*r by agreement with *Editorial Board* of the *Journal*.

3.4. *Editorial Board* of the *Journal* has the right to:

3.4.1. Carry out the technical editing of the *Article* without changing fundamental provisions.

3.4.2. Conduct a scientific expertise and review of the *Article* and revert it to the *Author* for revision and improvements considering the reviewer’s suggestions, the *Article* shall not be published in the *Journal* unless these improvements are made.

3.4.3. Reject the publication if the *Article* does not match the scope of the *Journal*, does not meet submission requirements, contains materials that are not subject to publication in open press in accordance with the current legislation of the Russian Federation. The *Article* shall be rejected if the *Author* violates the obligations under the *Offer* or if the *Editorial Board* of the *Journal* decides to refuse the publication of the *Article*.

**4. Licensing relationship.**

4.1. The *Licensor* grants the *License*e, free of charge, the right for the exclusive use of the *Piece of Writing*, within the scope of the *Offer.*

4.2. The *Licensor* guarantees that the *Licensor* has the exclusive copyright rights on the *Piece of Writing* granted to the *Licensee*.

4.3. If the *Customer* is not the *Author* of the *Piece of Writing*, the *Customer* guarantees that the *Author* is notified about the licensing relationships under this *Offer* and agrees to them.

4.4. The *Licensor* grants the *Licensee* the following rights:

* reproduction of the *Piece of Writing* (publication, disclosure, duplication, copying or any other distribution of the *Piece of Writing*) with no limits to such copies. Each copy of the *Piece of Writing* shall contain the name of the *Author*.
* distribution of the *Piece of Writing* by all available means;
* encompass in compiled research works;
* make available to the public;
* use of metadata (title, name of the *Author* (copyright holder), abstract, reference etc.) of the *Piece of Writing* through distribution and making available to the public, processing and systematization, introduction to different databases and information systems.
* assign, in part or in whole, the rights granted hereunder to third parties on a non-reimbursable basis.

4.5. The territory in which the use of the rights to copyright materials is allowed is not limited.

4.6. The *Licensor* also grants the *Licensee* the right to store and process the following personal data with no time limits:

* last, first name, and patronymic;
* date of birth;
* education background;
* name of organization and job position;
* published scientific, literary and artistic works.

Personal data are submitted for storage and processing in different databases and information systems, listing in analytical and statistical reports, creation of strong bonds between pieces of research, literary and artistic writing and personal data, and etc. The *Licensee* has the right to transfer the above data to third parties for processing and storage.

**5. Payment terms.**

5.1. Publication of Articles is free of charge.

**6. Other terms.**

6.1. The present public *Offer* shall be deemed accepted by the *Customer* once the *Customer* sends the *Application* and the *Article* subject to publication via web server of the *Publisher*.

6.2. The *Publisher* may, in its sole discretion, change the terms of this *Offer*. The new terms of the *Offer* shall not apply to the relationships between the *Editorial Board* of the *Journal* and the *Customer*, if the acceptance and confirmation of the acceptance of this *Offer* by the *Customer* has occurred prior to the change of the terms of this *Offer* by the *Publisher*.

6.3. The *Customer* guarantees that publication of the *Article* in the *Journal* does not violate anyone’s exclusive copyright or other intellectual property rights with respect to the *Article* granted by the *Author* under the *Author's Agreement*, the *Article* contains all the applicable copyright laws links to the cited authors and publications provided for by the Russian Federation regulations. Borrowed fragments or statements must be drawn up with the obligatory indication of the source.

6.4. The *Publisher* and the *Editorial Board* of the *Journal* does not assume any responsibility for the content of published *Articles*.

6.5. The *Customer* is notified that the *Publisher* and the *Editorial Board* of the *Journal* do not take any measures to prevent copyright infringement by third parties. The *Author* is solely responsible for protection of intellectual property rights with respect to the published *Article*.

6.6. In case of any losses caused by the *Customer* within the scope of relationships established by the *Offer*, the *Publisher* is entitled to claim compensation for the losses incurred by the *Publisher* due to the *Customer’*s fault.

6.7. The date of publication of the *Article* in the *Journal* shall be the deemed the date of *Services* rendered to the *Customer*.

6.8. Acceptance Act for Services Rendered shall be send only on *Customer* request. If the *Customer* does not request the Acceptance Act within thirty (30) days or raises no claims pertaining to the quality of the *Services* rendered, the *Customer* shall be deemed to have no claims to the quality and amount of the *Services* rendered.

6.9. The *Author* of the *Article* and the *Customer*, who is not the *Author* of the *Article*, settle mutual relationships with respect to the *Article* at their own discretion without engagement of the *Editorial Board.*

6.10. For non-performance or improper performance of the obligations under the *Offer*, the *Parties* bear responsibility in accordance with the current legislation of the Russian Federation.

6.11. All disputes arising under or in connection with this *Offer* shall be resolved through preliminary negotiation between the *Publisher* and the *Customer* to come to a mutually acceptable agreement. The existence of the dispute between the *Editorial Board* and the *Customer* is stated by submitting a written claim. The Receiving Party shall respond to the claim within thirty (30) days upon receipt of claim application. If no agreement is reached, the disputes shall be resolved in court at the location of the *Publisher*, in accordance with the current legislation of the Russian Federation.

6.12. The place of this *Offer Agreement* is the location of the *Publisher*.

6.13 All matters not stipulated or provided for in the present *Offer* shall be settled in accordance with the current legislation of the Russian Federation.

6.14. The terms of the present *Offer* and other terms and conditions that the *Editorial Board* and the *Customer* comply with to fulfill the obligations are available on the website of the *Publisher*.