

Author's contract (public offer) for publication of materials in publications

Autonomous non-profit higher education organization "Moscow International Higher School of Business" MIRBIS "(Institute), hereinafter referred to as the Institute, represented by Rector Zhivaev Maksim Nikolaevich acting on the basis of the Charter on the one hand, invites any individual, hereinafter referred to as the Author on the other hand, Hereinafter referred to as the "Agreement" on the publication of scientific materials (hereinafter referred to as the Article) in the periodical: International Scientific and Practical Journal "Vestnik MIRBIS" (hereinafter - the Journal), Certificate of registration of EL No. FS77-60414 on the following conditions.

This Agreement in accordance with clause 2 of Article 477 of the Civil Code of the Russian Federation is a Public Offer, the full and unconditional acceptance (acceptance) of which in accordance with Art. 438 of the Civil Code of the Russian Federation is considered the sending by the Author of his materials to the e-mail address: journal@mirbis.ru.

1. Concepts and definitions used in the agreement

The author is an individual whose creative work was created by the Article.

Article - any text material (article, review, etc.), sent by the Author to the Institute for publication in the Journal.

The offer is a formal proposal of the Institute to conclude this agreement with indication of all the conditions necessary for this.

Acceptance of the Offer is the full and unconditional acceptance of the Offer by carrying out the actions specified in the Contract. The Acceptance of the Offer creates the Author's contract entered into by the parties.

Edition - network edition of the Institute The international scientific and practical journal "Messenger MIRBIS."

The service is the publication by the Institute of the materials of the Author in the Journal.

2. Subject of the contract

2.1. Under the present contract, the Author grants the Institute non-exclusive rights to use the Article.

2.2. The author guarantees to the Institute that he possesses exclusive copyrights to the Article.

2.3. The Institute undertakes to observe the rights of the Author as provided by the current legislation, and to protect them and take all necessary measures to prevent infringement of copyright by third parties.

2.4. Specified in clause 2.1. The non-exclusive right is granted to the Institute for a period of 5 years.

2.5. The territory on which the use of rights to the Article is allowed is not limited.

3. Procedure of execution of the contract

3.1. The author submits to the Institute an Article by sending the text of the article to the e-mail address: journal@mirbis.ru, taking into account the requirements for the Article indicated on the page: <http://www.journal.mirbis.ru>

3.2. The Institute submits an article directed to the Editorial Board of the Journal. At the same time the term of consideration by the editorial board can not exceed 4 months from the moment of receipt of the Article by the Institute.

3.3. Based on the results of consideration by the editorial board of the Journal, the Author is notified of the possibility or impossibility of rendering the Service. Notification of the

decision of the editorial board is sent to the Author on condition that the Author gives the Institute a contact e-mail address. In the correspondence on the rejection of Articles, the editorial board of the Publication does not enter.

3.4. In the event that the Service is provided for a fee, the Author pays for its cost in the amount and terms indicated in the invoice issued by the Institute.

4. Rights and obligations of the parties

4.1. The Institute undertakes:

- to publish the Article in the Journal in case of a positive opinion of the editorial board on it within four months from the date of acceptance of the positive conclusion;
- to notify the Author in writing about the readiness of the Publication within 10 days from the date of publication.

4.2. The author grants the Institute the right to:

- reproduction of the Article or its separate part in any material form, including on paper and electronic media, in the journals and / or databases of the Institute and / or other persons, at the discretion of the Publisher;
- distribution of the Article or its separate part in Russian as part of the Journal and / or databases of the Publisher or other persons, at the discretion of the Publisher, or as an independent work worldwide;
- bringing the Article to the public in such a way that any person can access the Article from any place and at any time of his own choice (bringing it to the public, including through the Internet);
- use and editing of metadata (title, author (copyright owner), annotations, bibliographic materials, etc.) Articles by publication in the Journal, dissemination and dissemination to the public, processing, editing and systematization, as well as inclusion in various databases and information System;
- assignment of rights partially or wholly obtained under the present contract to third parties without payment to the Author of remuneration.

4.2.1. The author provides the Institute with an Article in the electronic version, in Word format.

4.2.2. In the case of providing the Service on a paid basis to pay for the publication of the Journal in the amount of the invoice issued, the transfer fee is debited from the Author's account.

4.2.3. The author grants the Institute the right to store and process the following personal data without any time limit:

- surname, name, patronymic;
- date of birth;
- information on education;
- information on the place of work and position;
- Personal data is provided for storing and processing them in various databases and information systems, including them in analytical and statistical reporting, creating sound relationships between the objects of works of science, literature and art with personal data, and so on.

4.2.4. The author grants the Institute the right to send letters to the e-mail address specified in the Application.

4.2.5. The author grants the Institute the right to send to his mobile phone number, specified in the Application, SMS messages, with information regarding his order and / or containing information about the activities held by the Institute.

5. Acceptance of offer and conclusion of the contract

5.1. The author makes an Acceptance of the Offer by sending to the journal e-mail address: journal@mirbis.ru through the appropriate file service with the Article (s) and personal data specified in clause 4.2.4.

6. Term and termination of conditions of offer

6.1. The offer comes into force from the moment of the publication of this Agreement on the Internet at the address: <http://www.journal.mirbis.ru> and is valid until the moment of the Offer's withdrawal by the Institute.

6.2. The Contract comes into force from the moment of Acceptance of the Offer by the Author and is valid for 5 years;

6.3. The Institute agrees and acknowledges that the introduction of changes to the Offer entails making these changes to the prisoner and the Agreement in force between the Institute and the Author and these changes to the Agreement come into effect simultaneously with such changes in the Offer.

6.4. If the Offer is withdrawn by the Institute during the term of the Agreement, the Agreement shall be considered terminated from the moment of withdrawal.

7. Termination of the contract

7.1. The contract can be terminated ahead of schedule:

7.1.1. By agreement of the Parties at any time.

7.1.2. On other grounds provided by this Offer.

7.2. Termination of the term of the Agreement on any grounds does not relieve the Parties of liability for violations of the terms of the Agreement that have arisen during the period of its validity.

8. Responsibility of the parties

8.1. The author and the Institute bear, in accordance with the current legislation of the Russian Federation, property and other legal liability for non-fulfillment or improper performance of their obligations under this Treaty.

8.2. A party that improperly performed or failed to fulfill its obligations under this Agreement shall be obligated to compensate losses incurred to the other Party, including lost profits.

9. Confidentiality

9.1. The Institute guarantees the confidentiality of the personal information of the Author provided in accordance with clause 3.2.4 of this Agreement.

10. Final provisions

10.1. All disputes and disagreements of the Parties arising from the terms of this Agreement shall be settled through negotiations, and in case of their ineffectiveness, these disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

10.2. This Agreement shall enter into force upon acceptance of the offer on the Institute's website, or after submission to the e-mail of the Article journal.

10.3. This Agreement is valid until the Parties fulfill their obligations.

10.4. In all that is not provided for in this Agreement, the Parties are guided by the norms of the current legislation of the Russian Federation.

Contacts

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