

Public offer for services on publication of the writing and posting metadata of the writing

OOO “Internauka”, hereinafter referred to as the "Contractor", represented by Executive Supervisor E. Yu. Butakova, acting on the basis of a Power of Attorney №3 from 09.01.2017, on the one hand, enters into the contract with any person, hereinafter referred to as the "Customer", on the other hand. This Contract is a contract for services on publication of the Writing and posting metadata of the Writing, granting non-exclusive rights to use the Writing and is concluded by acceptance of the public offer in the order required by this Contract, and regulates the procedure for the provision of these services and obligations accrued between the Contractor and the Customer. The text of this contract is posted on the Internet at: <https://www.internauka.org/publichnaya-oferta-na-okazanie-uslug-po-publikacii-proizvedeniya-i-razmeshchenie-metadannyh-proizvedeniya>

1. CONCEPTS AND DEFINITIONS USED IN THE CONTRACT

1.1. Writing – a textual material (articles, reviews, etc.), sent by the Customer (Customers if there are several authors (owners) to the Contractor for publication.

1.2. Publication of the Writing – posting of the Writing in the Edition.

1.3. Offer – the Contractor’s formal proposal to enter into this contract specifying all the necessary terms.

1.4. Offer Acceptance — full and absolute acceptance of the Offer by implementing the actions specified in the Contract. Acceptance of the Offer means that the Customer agrees with all terms of rendering services, the Acceptance is equivalent to the conclusion of the contract in accordance with the norms of the Civil Code of the Russian Federation.

1.5. Edition – the journal.

1.6. Application – the Customer’s (Customers’) e-mail request to the Contractor to post the Writing by sending the Writing and personal data of the Customer (Customers) on the Contractor’s website at: <https://www.internauka.org/node/add/journal>.

The Customer can send the Application with the Writing and personal data of the Customer (Customers) to the e-mail address science@internauka.org.

1.7. Metadata of the Writing:

1. Name of the article;

2. Publicly available information about the authors including but not limited: full name of the author (the authors), workplace of each author, work contact details (e-mail) for each author;

3. References

2. SUBJECT OF THE OFFER

2.1. The Contractor shall provide the Customer with services on publication of the Writing in the Edition and posting metadata in eLIBRARY.RU, and the Customer

agrees to pay for the services pursuant to the terms and procedures contemplated herein.

2.2. Under the Contract the Customer (the author) grants non-exclusive rights to the Contractor to use the Writing and ensures that possesses exclusively copyright rights on the Writing.

2.3. The territory, where exercitation of rights on the Writing is used, is not limited.

3. GENERAL TERMS ON PUBLICATION OF THE WRITINGS

3.1. Edition terms of the journal “Internauka”:

3.1.1. Frequency – every month, 2 (two) times per calendar month.

3.1.2. Metadata transfer time of the Writing to eLIBRARY.RU - in 17(seventeen) calendar days from the date of termination of materials acceptance specifying on the website <http://www.internauka.org/> and pursuant to the Customer’s fulfillment of obligations established in p. 4.3. of the Contract.

3.1.3. Edition format – the electronic and printed journal, printed off-print of the article.

3.1.4. Terms of publication on the website <http://www.internauka.org/journal>. After payment, the Customer receives the electronic verification letter, imprint of the article. The final version of the journal is posted in pdf. format on 9 (ninth) calendar day from the date of termination of materials acceptance, specified at <http://www.internauka.org/>, from the Customer.

3.1.5. Period of sending printed products - on 18 (eighteenth) calendar day from the date of termination of materials acceptance specified at <http://www.internauka.org/> and pursuant to the Customer’s fulfillment of obligations established in p. 4.3. of the Contract, the printed journal, off-prints and certificates are sent.

4. RIGHTS AND LIABILITIES OF THE PARTIES

4.1. The Contractor must:

4.1.1. Carry out the publication of the Writing in the Edition or book publication during the period referred to in the paragraph 3 of the present Contract. If the conference is not held or the journal and multi-authored monograph are not published due to circumstances beyond the Contractor’s reasons, publication of the Writing is carried out in the next conference, publication of the journal or multi-authored monograph.

4.1.2. Report metadata of the Writing to eLIBRARY during the period referred to in the paragraph 3 of the present Contract.

4.1.3. Send the Edition to the Customer in the format referred to in the paragraph 3 of the present Contract.

4.1.4. Respect rights stipulated by current legislation of the Customer (the author), as well as to protect them and take all necessary measures to prevent intellectual property rights violation by third persons.

4.2. The Contractor has rights to:

4.2.1. Reproduce the Writing (publish, disclose, duplicate, replicate, and any other reproduction of the Writing) without limiting the circulation of copies; each copy of the Writing must contain the author's name of the Writing.

4.2.2. Use metadata of the Writing by distribution and making available to the public, processing and systematization, as well as inclusion into the various databases and information systems.

4.2.3. Assign granted rights under this contract on a contractual basis partially or completely to third persons without the payment of compensation to the Customer.

4.2.4. Store and process the following personal data of the Customer without time limits:

- full name;
- postal address, e-mail, phone number;
- educational background;
- place of work and current position;

Personal data is provided for storage and processing in various databases and information systems, inclusion into the analytical and statistical reports, creating reasonable relationships of objects of scientific works, literature and art with personal data, etc. The Contractor shall be entitled to transfer specified data for processing and storage to third persons. Withdrawal of consent for transferring personal data to third persons (except for transferring personal data necessary for posting metadata of the Writing in eLIBRARY.RU) is carried out by the Customer by sending correspondent written notice to the Contractor.

4.2.5. Send letters to the Customer to the e-mail specified in the Application and send SMS with information regarding his/her order and / or containing information about activities conducted by the Contractor to the Customer's mobile phone number specified in the Application.

4.3. The Customer must:

4.3.1. Provide the Contractor with materials of the Writing in the electronic version in Word before the date of accepting materials expiry specified on the site <http://www.internauka.org/> in the section.

4.3.2. Pay for the Contractor's services on publication of the Writing in the Edition and for delivery of printed versions of the Edition (including certificates) in accordance with the prices on the website <http://www.internauka.org/> and based on the invoice, commission fee for the transfer of funds is debited from the Customer's account. Payment is made before the date of accepting materials expiry specified on the site <http://www.internauka.org/> in the corresponding section.

5. OFFER ACCEPTANCE AND CONCLUSION OF THE CONTRACT

5.1. The Customer makes Offer Acceptance by ticking in the column "I agree with the terms of the public offer" and pressing the button "Send the application" on the website: <http://www.internauka.org/node/add> to the corresponding section, or by sending the Writing and personal data of the Customer (Customers) to the e-mail address of the section.

6. DURATION AND ALTERATION OF THE OFFER

6.1. The Offer becomes valid from the date of publication of the Contract in the Internet at: <https://www.internauka.org/publichnaya-oferta-na-okazanie-uslug-po-publikacii-proizvedeniya-i-razmeshchenie-metadannyh-proizvedeniya> and is valid until the withdrawal of the Offer by the Contractor.

7. DURATION AND ALTERATION OF THE CONTRACT

7.1. The Contract shall enter into force upon the Offer Acceptance by the Customer (the author) and is valid until the Parties fulfill their obligations;

7.2. The Contractor agrees and admits that making amendments in the Offer entails the amending the Contract concluded and effectual between the Contractor and the Customer (the author), and the amendments to the Contract shall enter into force simultaneously with such changes in the Offer.

7.3. In case of withdrawal of the Offer by the Contractor during effective period of the Contract, it shall be deemed terminated from the date of withdrawal. Services paid by the Customer at the time of withdrawal of the Offer, are executed to the full extent.

8. TERMINATION OF THE CONTRACT

8.1. The contract may be terminated before expiry:

8.1.1. By mutual agreement of the Parties at any time.

8.1.2. On other grounds provided for by this Offer.

8.2. Termination of the Contract because of any reason shall not relieve the Parties from liability for violation of contractual terms arising during the period of its validity.

9. LIABILITY OF THE PARTIES

9.1. In accordance with the current legislation of the Russian Federation, the Customer and the Contractor shall bear property and other legal responsibility for failure to perform or improper performance of obligations pursuant to the Contract.

9.2. The Party, which fails to perform or improperly performs its obligations pursuant to the Contract, shall be obliged to compensate losses inflicted to another Party including lost benefits.

9.3. If the Customer dealing with publication of the Writing refuses further publication of the article through no fault of the Contractor, the Contractor has the right to collect the penalty from the Customer in the amount of 30% from price of provided services of the Contractor.

10. FINAL PROVISIONS

10.1. Complaint procedure of out-of-court settlements out of the Contract is obligatory for the Parties.

10.2. Claim letters are sent to the Contractor via e-mail to the following address mail@internauka.org, to the Customer via email specified in the application.

10.3. Review duration of a claim letter is 10 working days from the receipt of the last one by the addressee.

10.4. Disputes from the "Contract" shall be settled in court in accordance with the legislation.

10.5. The Contract shall come into force from the date of the offer acceptance on the website of the Contractor.

10.6. In all that is not provided in this Contract, the Parties shall govern with the applicable laws of the Russian Federation.