**CONTRACT**

**for the right to use scientific work in the RSHU Proceedings Journal,**

**publisher (founder) of which being**

**Federal State Budgetary Educational Institution of Higher Professional Education**

**"Russian State Hydrometeorological University" (RSHU)**

St. Petersburg

**Author (coauthor):**

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(Names of all coauthors)

hereafter referred to, individually or jointly, as "Author" or Coauthors, of the one part, and Federal State Budgetary Educational Institution of Higher Professional Education "Russian State Hydrometeorological University" (RSHU), hereinafter referred to as "Publisher", represented by the rector L.N. Karlin, acting under the Charter, of the other part, have concluded the following Contract

**1. Subject of the Contract**

1.1. The author, on the entry into force of this Contract, provides the Publisher on a free-of-charge basis for duration of copyright, as stipulated by current legislation of the Russian Federation, an exclusive license to use created by the Author (Coauthors) scientific work, hereafter the Article, with the title

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(the title of the Article)

approved and accepted for publication in the RSHU Proceedings Journal in Russian, with abstract and required information in English under the Regulations of publication, to the extent contemplated herein, without saving the right to grant similar licenses to others by the Author (Coauthors).

1.2. In accordance with paragraph 2 of Art. 1270 of the Russian Civil Code and this Contract the use of the Article means:

* reproduction of the Article or its particular part in Russian in any material form, including paper and electronic media as an individual work and/or as part of the Journal, and/or in databases of the Publisher and/or other persons at the discretion of the Publisher;
* distribution of the Article or its part in any medium of storage in Russian throughout the world as a separate product and/or as part of the Journal, and/or in databases of the Publisher or other persons at the discretion of the Publisher and/or the Founder of the Journal;
* making the Article or its particular part available to the public so that anyone can access the Article from any place and at any time of their choice (making available to the public, including via the Internet);
* sublicense (give permission to use the Article and its particular materials) acquired under this Contract rights to third parties with notifying the Authors by posting such information on the website of the Publisher.

1.3. Other rights directly not delegated to the Publisher hereunder, including patent rights of any processes, methods or approaches and anything described by the Author (Coauthors) in the Article, as well as trademark rights are reserved by the Author (Draftsmen) and other rights holders.

Granting rights under this Contract includes the right to adapt the Article's form for its use in conjunction with computer systems and programs (databases), its publication and dissemination in machine-readable format and incorporation into retrieval system (database).

**2. Author (Coauthors) guarantees that**

2.1. he/she/they is (are) a real owner (-s) of exclusive rights of the Article, and the rights granted to the Publisher hereunder have not been delegated before and shall not be delegated to third parties in the future.

2.2. the Article is an original piece, submitted for approval only to this Journal, and that the Author (Coauthors) has/have not published the Article before in other printed and/or electronic medium of storage, except publication of a preprint (manuscript) of the Article on his/her/their website, as well as that the Article have not been written in order to perform the employer's task and is not a special-ordered or official business.

2.3. the Article contains all the stipulated by current copyright law references to cited authors and sources of publication of unoriginal materials and that the Author (Coauthors) has/have obtained all necessary permissions to use in the paper the results, facts and other unoriginal materials, the right holder (-s) of which the Author (Coauthors) is/are not.

2.4. the Article does not contain materials that are not subject to publication in the press, in compliance with the statutes in force of the Russian Federation, and its publication and/or distribution by the Publisher will not lead to the disclosure of the secret (confidential) information (including state and official secrets).

**3. Rights and obligations of the Author (Coauthors)**

**3.1. Author agrees:**

3.1.1. to submit the manuscript of the Article to the editorial office of the Journal in compliance with the Regulations for the authors, published on the website of the Publisher or the editorial office of the Journal.

3.1.2. In preparing the Article for publication:

* to comply with requirements of the Publisher (editorial staff, Editorial Board, reviewers) of the Journal;
* to introduce corrections indicated by reviewers and accepted by the editorial board of the Journal into the text of the Article, and/or, if necessary, to improve the Article within time limits as agreed additionally at the request of the Editorial office and/or the Editorial Board of the Journal and/or the Reviewer;
* to proofread the Article within time limits as agreed with the Publisher;
* to introduce to the proofreading of the Article only minimum alterations to correct mistakes made in the original Article and/or factual and market amendments.

3.1.3. Not to publish the Article in other print and/or electronic publications in Russian and not to distribute it without consent of the Publisher.

3.1.4. To use an electronic copy of the Article prepared by the Publisher and handed to the Author, solely in accordance with the terms of this Contract.

3.2. The Author (Coauthors) may:

3.2.1. Use print or electronic preprints of unpublished manuscript of the Article in form and content accepted for publication by the editorial staff of the Journal. Such preprints may be posted as electronic files on website of the Author (Coauthors) or on a secure external website of the Author's (Coauthors') employer, but not for commercial sale or systematic external distribution to a third party. Herewith, the Author (Coauthors) should:

* include the following warning in the preprint: "This is a preprint of the Article accepted for publication in the RSHU Proceedings Journal, (C), copyright (year), Federal State Budgetary Educational Institution of Higher Professional Education "Russian State Hydrometeorological University" ( RSHU)";
* provide an electronic link to the websites of the Publisher (http://www.rshu.ru/).

3.2.2. have the right to gratuitously photocopy or hand over a copy of the published Article in whole or in part to colleagues for their personal or professional use, for promotion of academic or scientific research, or for informational purposes.

3.2.3. have the right to use some of the materials from the published Article in the Author's (Coauthors') book.

3.2.4. have the right to use individual figures or tables, and text excerpts from the Article in their own training purposes or for inclusion in other work, or for submission in electronic format to the internal (protected) network or external website of the Author (Coauthors) or his employer.

3.2.5. have the right to include materials of the Article in the lecture notes for classroom use, for gratuitous distribution to students of the Author (Coauthors) or store materials in electronic format on the local server for student access, as part of a course of study as well as for internal training programs in the employer's institution, but not for systematic distribution or free access.

**4. The Publisher agrees**

4.1. At his own expense to review the Article, make scientific, literary, artistic and technical editing, produce and/or prepare illustrative material, manufacture paper and electronic makeup, reproduction, represent and distribute the Article in paper and/or electronic form in accordance with the terms of this Contract and schedule of the Journal publication.

4.2. Coordinate with the Author (Coauthors) introduced editing into the Article subject to conditions of sub-paragraph 2.4 and 3.1 of this Contract;

4.3. Provide the Author (Coauthors) with makeup proof of the Article and integrate reasonable editing of the Author (Coauthors) with regard to conditions of paragraph 3.2 of this Contract;

4.4. Provide the Author (Coauthors) with PDF (electronic imprint) of the Article after its publication, in case the Author (Coauthors) has/have submitted email addresses.

**5. The Publisher guarantees**

5.1. The right of integrity of the Article and its protection of distortion.

5.2. International printing standards.

5.3. To enforce individuals' and other rights of the Author (Coauthors).

**6. The Publisher has the right**

6.1. At any further permitted use by the Author (Coauthors) (and/or other persons) of the Article (including any of its individual part, fragment) to demand from indicated persons references to the Journal, the Publisher or other right holders of the Journal, the Author (Coauthors) or other copyright holders, title of the Article, volume, issue, and the year of publication specified in the Journal.

6.2. At his discretion, to place preliminary and/or promotional information about the forthcoming publication of the Article in the media and other information sources (including the Internet).

6.3. To establish rules (conditions) for submitting and publishing papers in the Journal. The Article sent by the Author (Coauthors) is subject to mandatory peer review, according to the Regulations on reviewing scientific articles in the RSHU Proceedings Journal. The Editorial Board of the Journal has the exclusive right to accept and/or reject papers sent to the Editorial Office of the Journal with the purpose of their publication. Material media of the Article manuscript sent by the Author (Coauthors) to the Editorial Office of the Journal is not returnable by the Publisher. Editorial staff of the Journal does not enter in correspondence with the Author (Coauthors) regarding rejection of the Article by the Editorial Board of the Journal and does not send reviews.

6.4. To use the Article at his discretion by any means within this Contract.

**7. Other conditions of the Contract**

7.1. This Contract should enter into force in case of and immediately upon making a decision to accept the Article for publication by the Journal's Editorial Board and should be valid for the period stipulated in paragraph 1 hereof. If the Article is not accepted for publication or the Author (Coauthors) has/have withdrawn the manuscript at the stage of decision making, this Contract should become inoperative.

In accordance with Art. 1269 of the Civil Code the Author (Coauthors) has/have the right to abandon the previous decision to disclose (represent) the Article (right of withdrawal) in case of reimbursement of all losses caused by such a decision to the Publisher. If the Article has been published the Author (Coauthors) should also give public notice of this withdrawal. In this case the Author (Coauthors) has/have the right to withdraw previously published Article copies of Journal reimbursing the losses to the Publisher and third parties (subscribers).

7.2. In case of claims by third parties to the Publisher (complaints, suits) associated with violation of exclusive and/or other rights of the intellectual property of third parties when using the Article by the Publisher, or in connection with conclusion by the Author (Coauthors) of this Contract, the Author agrees:

* immediately after receiving notification from the Publisher to take measures for adjustment of disputes with third parties, and, if necessary, to enter into legal proceedings in favour of the Publisher and take all possible actions to eliminate the Publisher as a defendant;
* to reimburse the Publisher incurred court costs, expenses and losses caused by measures for securing a claim and execution of judgment, paid by the Publisher to a third party for violation of exclusive copyright and other intellectual property rights, and other losses incurred by the Publisher due to non-observance of the guarantees by the Author (Coauthors) given to her/him/them hereunder.

7.3. The parties agreed that in accordance with Art. 160 of the Civil Code they admit reproduction of text of this Contract and signatures of the Parties on this Contract and other documents related to its conclusion, using mechanical, electronic or other means of copying handwritten signature and text of the Contract, which should have the same effect as the original signature of the Party or the original document. Fax (electronic) copies of documents are valid and have equal legal force along with original ones.

7.4. In accordance with Art. 428 of the Civil Code this Contract is an adhesion contract (offer), the terms of which should be determined by the Publisher, and may be signed by other party solely by acceding to this Contract in whole. Submitting of the Article manuscript for publication in the Journal by the Author (Coauthors) is considered as the acceptance, i.e. consent of the Author (Coauthors) to publish the Article in accordance with the terms of this Contract and Regulations for authors, with the obligatory conclusion of this Contract by the Parties on the terms indicated.

7.5. Everything else not directly covered by this Contract should be settled by the Parties in accordance with Russian legislation, the Publisher's rules (conditions) of submitting and publishing papers in the Journal (Regulations for authors) as in force for the time of submitting the Article to the Journal.

**8. Addresses, banking details and signatures of the Parties:**

***Author:***

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***Coauthors (filled for each coauthor):***

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**«Accepted for publication»**

(filled by member of the Editorial Board of the Journal )

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Date Signature

The text of the Contract is posted on the website of Federal State Budgetary Educational Institution of Higher Professional Education "Russian State Hydrometeorological University" (RSHU) ([http://www.rshu.ru/](file:///C:\Users\ggg.CNIT\Google%20Диск\Проекты\РГГМУ\Ученые%20записки\English\%22http:\www)).