

Author's agreement (public offer)
on the publication of an article in a scholarly journal
“Traktory i sel hozmashiny”

Eco-Vector, represented by its CEO Evgeniy Schepin and acting on the basis of the Charter (hereinafter referred to as the Publisher), on the one hand, offers an indefinite circle of persons (hereinafter referred to as the Author), and on the other hand, hereinafter jointly referred to as the Parties, to execute this agreement (hereinafter referred to as the Agreement) on the publication of scientific article (hereinafter referred to as the Article) in a scholarly journal

“Traktory i sel hozmashiny” (further-the Journal) in accordance with the conditions stated below.

1. General Provisions

- 1.1. This Agreement, in accordance with clause 2 of Article 437 of the Civil Code of the Russian Federation, is a public offer (hereinafter referred to as the Offer) requiring full and unconditional acceptance (Acceptance), which, in accordance with Article 438 of the Civil Code of the Russian Federation, means the sending by the Author of his/her materials by way of uploading the same to the online electronic system designed to accept manuscripts for consideration, and subsequently posted in the corresponding section of the Journal's website on the Internet information and telecommunications network (hereinafter referred to as the Internet).
- 1.2. In accordance with the current legislation of the Russian Federation regarding the observance of copyright on electronic information resources, all materials found in a website, including submitted and published in electronic journals, may not be reproduced in whole or in part in any form (electronic or printed) without the prior written permission of the Publisher. Prior permission can be given by publishing an article in the open access with Creative Commons license. The journal requires license users to reference the original source, i.e., the publication, if the Author permits use of the public materials in the context of other documents.

2. Terms used in the Agreement

- 2.1. “Author” refers to an individual (or individuals) whose creative work has led to the creation of the manuscript of a scientific Article, or to a representative of these persons.
- 2.2. “Manuscript” is the result of intellectual activity in the form of a scientific work containing text, graphic and numerical data, audiovisual information, program code and other elements submitted by the Author for publication in the Journal; it is also the mean “a draft of an Article submitted by the Author to be published in the Journal”.
- 2.3. “Offer” is the current agreement (an offer to the author for the publication of an Article in the Journal).
- 2.4. “Publication” is the process of placement of an Article in the Journal.
- 2.5. “Article” is the manuscript that has been published in the Journal (after successful selection, editing, type-setting, copyediting, proofreading, translation).
- 2.6. “Acceptance of the offer” refers to the full and unconditional acceptance of the offer on the terms specified in paragraph 3 of this agreement (the Author accepts offer by submitting a Manuscript to the Publisher via the online electronic submission system on the Journal's Internet website).
- 2.7. “Journal” is a scientific peer-reviewed periodical registered as a mass media entity in the Roskomnadzor register of the Russian Federation and ISSN-center.
- 2.8. “Submission” is an electronic appeal of the Author to the Publisher for the publication of an Article in the Journal by uploading the manuscript and accompanying materials to the online electronic submission system on the Journal's Internet website).
- 2.9. “Publisher” refers to Eco-Vector, which is the Publisher of the journal.
- 2.10. Article metadata includes the information that are intended for inclusion in International Scientific Databases and search engines, namely the following:
 - title of the Article;
 - information about each of the Authors (surname and first name; patronymic; place of work with the postal address indicated, contact information (e-mail));
 - abstract;
 - keywords;

- thematic rubricator: UDC (Universal Decimal Classification) or other library and bibliographic classification and subject indexes;
 - list of references.
- 2.11. “Editorial board” is the creative team that prepares the journal for publication.
- 2.12. “Parties” refers to the Author and the Publisher.
- 2.13. “Author Guidelines” are the requirements for Articles published in the Journal, posted in the “For authors” section of the Journal’s Internet website.

3. Subject of the Agreement (Offer)

- 3.1. Under this agreement, the Author grants the Publisher, free of charge for the entire period of validity in accordance with the legislation of the Russian Federation, an exclusive license to use the Article created by the former for publication in the Journal, as well as the rights to use the article in the following ways:
- Reproduction of the Article or its sections or parts, as well as the metadata of the Article in any languages, in any material form, including on paper and electronic media, as a separate work in Journals and/or databases (local or in the Internet) of the Publisher and/or other persons, at the discretion of the Publisher;
 - Distribution of the Article or its sections or parts, as well as the metadata of the Article in any languages, on any medium 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 around the world whether on Open-Access terms or for a fee without remuneration to the Author;
 - Making the Article or any of its sections or parts, as well as the Article’s metadata in any languages, publicly available in such a way that any person can access the Article from any place, including via the Internet, and at any time of their own choosing;
 - Granting permission/s for the use of the Article or its sections or parts, as well as its metadata in any languages, to third parties with notice to the Author made by posting relevant information on the Journal’s website, without paying remuneration to the Author;
 - Processing the Article (i.e., editing, correcting, annotating, tagging, translating to any languages, typesetting) and using the revised (translated) Article in the aforementioned ways.
- 3.2. Other rights not directly transferred to the Publisher under this Agreement, including patent rights to any process, method etc., described by the Author in the Article, as well as trademark rights, are reserved for the Author.
- 3.3. The territory where the rights to the Article are allowed to be used is the whole world.
- 3.4. The validity of this Agreement commences only if the manuscript of the Article is accepted for publication in the Journal and only from the moment of sending a notification of acceptance of the Article for publication to the Author from the official e-mail of the Journal.
- 3.5. The rights are granted by the Author to the Publisher free of charge; the publication of the Article in the Journal does not entail any financial deductions to the Author.
- 3.6. If the Publisher decides to reject the Submission or refuse to publish the Article in the Journal (i.e., retraction of the published Article), this Agreement becomes invalid. The decision to refuse publication will be sent to the Author at the e-mail address specified in the Submission.

4. Rights and Duties of the Parties

- 4.1. The Author guarantees that:
- s/he holds the copyright the exclusive rights to the materials submitted to the Publisher as part of the manuscript of the Article;
 - the rights granted to the Publisher under this agreement have not been previously transferred and will not be transferred to third parties in the future during the duration of the Agreement;
 - the manuscript contains all references to the cited authors and/or publications (materials) provided for under the current copyright legislation;
 - the Author has obtained all the necessary permissions for all information and other materials s/he holds no copyright to and that are used in the manuscript of the Article;
 - the Article manuscript contains only materials permitted to be published in the open press in accordance with the current legislative acts of the Russian Federation, and its publication and distribution will not lead to the disclosure of secret (confidential) information (including state secrets);
 - the Author has informed co-authors about the terms of this Agreement and has received their consent to execute this Agreement under the terms provided for in the Agreement.
- 4.2. The Author carries certain obligations under the terms of the Agreement:

- s/he should prepare and submit the manuscript of the Article in accordance with the Author Guidelines posted on the Journal’s website;
 - the Author should not use an electronic copy of the Article for commercial purposes and in other journal publications without the consent of the Publisher;
 - in the process of preparing a manuscript for publication, the Author is obligated to undertake the following:
 - make corrections to the text of the manuscript that have been marked by the peer-reviewers and accepted by the editorial board, and/or as necessary, upon the request of the Publisher and the editorial board, finalize the manuscript of the Article;
 - revising and proofreading the manuscript of the Article in accordance with the editorial recommendations;
 - suggest only the minimum of corrections to the type-setted (layout) Article.
- 4.3. The Author has the following rights and duties:
- 1) Use preprint or prior-to publication versions of an unpublished Article in the form and content accepted by the Publisher for publication in the Journal. Such prior-to-publish versions can be placed as electronic files on the personal websites of the Author (co-authors) or on the protected external websites of the employers of the Author; however, the Author cannot use the unpublished version(s) for commercial sale or for systematic external distribution by a third party (i.e., post on social media). The author or co-authors must, in turn, carry out certain duties, namely:
 - include the following warning in the prior-to-publish version: “This is prior-to-publish version of the article accepted for publication in (Journal’s name), © Eco-Vector (year)”;
 - provide the corresponding electronic link to the Publisher’s website at <https://journals.eco-vector.com/> and/or via the DOI.
 - 2) Copy or transfer a copy of the published Article in whole or in part to colleagues free of charge for their personal or professional use, for the promotion of academic or scientific research, or for informational purposes of the Author’s employer.
 - 3) Use materials from a published Article in a book written by one of the co-authors.
 - 4) Use figures, tables and text excerpts from the Article for his or her (or co-authors’) own training purposes, or to include them in other published works in printed or electronic format by a third party, or to submit them in electronic format on an internal computer network, or on the public website of the Author (co-authors) or his/her employer.
 - 5) Include the Article in educational collections for use in the classroom, either for free distribution to the Author’s (co-authors’) students or in electronic format on a local server for access by students as part of the training course, as well as for internal training programs at the institution of the Author’s employer.
- 4.4. The Publisher, for its part, is obliged to:
- publish the Author’s article in the Journal in printed and electronic form in accordance with the terms of this Agreement;
 - if necessary, as so decided by the Journal’s editorial board, provide the Author with the proofreading of the manuscript and make a reasonable editing;
 - provide to the Author the unlimited access to the final electronic version of the published Article (Version of Record) through the online electronic submission system on the Journal’s Internet website;
 - comply with the Author’s rights as provided for by the current legislation, as well as protect them and take all necessary measures to prevent copyright infringement by third parties.
- 4.5. The Publisher has a right to:
- conduct an expert evaluation of the manuscript (peer-reviewing and editorial evaluation) and invite the Author to make the necessary changes (revisions) to the manuscript;
 - provide editing, copyediting, type-setting, proofreading, tagging, indexation and translation of the Article’s manuscript without altering the main content;
 - in any subsequent authorized use by the Author (and/or other persons) of the Journal and/or Article (including any separate part or fragment thereof), require that a link to the Journal, Publisher, Author or other copyright holders, the title of the Article, the Journal’s volume/issue, and the year of publication be specified in the Journal;
 - post preliminary and/or advertising information about the upcoming publication of the Article in the media and other information sources;
 - make changes to the offer in accordance with the procedure established by the offer.

- 4.6. The editorial board of the Journal, headed by the editor-in-chief, has the exclusive rights to select and/or reject materials sent to the Journal editorial office for publications purposes. The manuscript sent by the Author to the Journal editorial office is not subject to return. The editorial board of the Journal does not enter into correspondence about rejection of submissions.
- 4.7. In all cases not stipulated and not provided for in this agreement, the parties are obliged to be guided by the relevant current laws of the Russian Federation.

5. Acceptance of the Offer and Execution of the Agreement. Terms of the Agreement

- 5.1. The Author accepts the Offer by submitting the manuscript on the Article to the Publisher through the electronic manuscript submission system on the Journal's Internet website.
- 5.2. Acceptance of the offer by the author creates an Agreement in writing (Articles 438 and 1286.1 of the Civil Code of the Russian Federation) on the terms of the offer.
- 5.3. This Agreement is valid for the duration of the exclusive rights to the Article.
- 5.4. When transferring (alienating) the exclusive right to the Article by the Author to a third party, this Agreement does not terminate.

6. Procedure for changing and terminating the Agreement

- 6.1. The Publisher has the right to unilaterally change the terms of this Agreement, in advance, at least 10 (ten) calendar days before the entry into force of the intended relevant changes, but with notice to the Author through the Journal's website or by e-mail to the Author's e-mail address specified in the Author's Submission. The changes will take effect from the date specified in the relevant notification.
- 6.2. If the Author rejects the changes to the terms of this Agreement, s/he has the right to notify the Publisher by sending a written notification through the online manuscripts submission system, making sure that the same is sent to the official e-mail address of the editorial office.
- 6.3. This Agreement may be terminated prematurely, either by agreement of the parties at any time, or on other grounds provided for in this Agreement.
- 6.4. The Author has the right to unilaterally withdraw from the execution of this Agreement by sending the Publisher a corresponding notification in writing at least 60 (sixty) calendar days in advance before the expected date of publication of the Article in the Journal.
- 6.5. Termination of the Agreement for any reason does not release the parties from liability for any violation of the terms of the Agreement that occurred during the validity period.

7. Responsibility

- 7.1. The parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the current relevant legislation of the Russian Federation.
- 7.2. All information provided by the Author must be reliable. The Author is expected to provide accurate and complete the information to the Publisher. When using false information received from the Author, the Publisher is not responsible for the negative consequences caused by his actions on the basis of the false information provided.
- 7.3. With regard to the content of the Article, the Author is solely responsible for compliance with the requirements of the laws of the Russian Federation pertaining to advertising, copyright and related rights' protection, protection of trademarks and service marks, and the protection of consumer rights.
- 7.4. The Publisher does not bear any responsibility under the agreement:
 - for any actions that are a direct or indirect result of Author's illegal actions
 - for any loss incurred by the Author, regardless of whether the Publisher could have foreseen the possibility of such losses or not.
- 7.5. The Publisher is released from liability for violation of the terms of the Agreement if such violation is caused by force majeure, including actions of state authorities (including the adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil unrest, riots, etc.

8. Dispute resolution

- 8.1. Disputes and disagreements will be resolved by the parties through negotiations, and in case of failure to reach an Agreement they will strive to seek resolution in accordance with the current legislation of the Russian Federation.
- 8.2. If there are unresolved disagreements, the parties agree to resolve the disputes in court at the jurisdiction covered by the Publisher's location in accordance with the current legislation of the Russian Federation.

9. Miscellaneous

- 9.1. All notifications, messages, requests, etc. (with the exception of documents that must be sent as originals in accordance with the laws of the Russian Federation) are considered received by the Author if they were transmitted (sent) by the Publisher through the Journal's website (including by publication), fax, e-mail based on the address specified in the Submission, and other communication channels. The parties recognize the legal force of notifications, messages, requests, etc., transmitted (sent) by the above methods.
- 9.2. In the event of claims against the Publisher related to the violation of the exclusive copyright and other intellectual property rights of third parties when creating an article or in connection with the execution of this Agreement by the Author, as well as in connection with the use of the Article by the Publisher in accordance with the Agreement, the author undertakes:
- To immediately take measures to resolve disputes with third parties soon after receiving Publisher's notification, and if necessary, enter into legal proceedings on the Publisher's side and take all appropriate actions needed to exclude the Publisher from the list of defendants;
 - To reimburse the publisher for the legal costs incurred and expenses and losses caused by the application of measures to secure the claim and execute a court decision, and the money paid to a third party for the violation of exclusive copyright and other intellectual property rights, as well as other losses incurred by the Publisher in connection with the Author's non-compliance with the guarantees provided by them under this Agreement.

10. Legal address and details of the Publisher

Eco-Vector

Address: 191186, St. Petersburg, Aptekarsky Pereulok, 3 letter A, room 1N

TIN: 7806423692; KPP: 784101001; OGRN: 1099847039907.