

Copyright Agreement (Public Offer) on the Conditions of Publication of an Article in the Journal “Electronic Modeling”

The Georgy Pukhov Institute for Energy Modelling of the National Academy of Science of Ukraine (hereinafter referred to as the Publisher, GPI EM), on the one hand, offers an indefinite number of persons (hereinafter referred to as Author), on the other hand (collectively referred to as the Parties) have entered into this agreement (hereinafter - Agreement) on the publication of scientific papers (hereinafter - Article) in the International Scientific-Theoretical Journal “Electronic Modeling” (hereinafter - the Journal), under the Publisher’s control.

1. General provisions

1.1. In accordance with Article 641 of the Civil Code of Ukraine this Agreement is considered as the proposal for concluding the contract (Public Offer). When Author sends his Articles on e-mail em@ipme.kiev.ua, it means that he completely and unconditionally accepted this Agreement in accordance with the Article 642 of the Civil Code of Ukraine.

1.2. The Journal is registered in the State Register of Print Media and News Agencies as subject of informational activity of Ukraine. The Certificate of registration of the Ministry of Justice of Ukraine: HF No 13147-2031PR of 27.08.2007.

2. Terms

Author - a physical person(s), who created an Article by his (their) creative activity.

Acceptance of the Offer - full and unconditional acceptance of the Offer.

Journal - International Scientific-Theoretical Journal “Electronic Modeling”.

Application - e-mail from an Author to the Publisher with request on Publication of an Article in the Journal.

Publisher - The Georgy Pukhov Institute for Energy Modelling of the National Academy of Science of Ukraine.

Offer - this document on the Publication of Articles.

Publication - placement of an Article in the Journal.

Editorial Board - creative team of the Journal.

Article - scientific, educational, methodical material (text), submitted by the Author for Publication in the Journal.

Processing of personal data - actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution.

3. Subject of the Agreement (the Offer)

3.1. Under this Agreement, Author sends an Article to the Editorial Board for Publication in the Journal according to non-exclusive license to use the Article in conformity with the Article 15, 31 and 32 of the Law of Ukraine “On Copyright and Related Rights”. When sending Article, Author agrees with the concept of the Journal, rules of review and publishing ethics.

3.2. The Editorial Board provides the Author services related to the Publication of his Article: takes the Article on a preliminary analysis, provides review (express-review, anonymous review), decides on the acceptance of the Article for Publication, prepares the Article for Publication, publishes the Article in the Journal and on the Journal’s information resource (web-site).

3.3. Licence Rights on Article under this Agreement, do not suppose any payment of remuneration for Author and in accordance with Paragraph 2 of Article 15 of the Law of Ukraine “On Copyright and Related Rights” includes the following:

3.3.1. Article reproduction.

3.3.2. Public announcement of the Article.

3.3.3. Any re-publication of the Article.

3.3.4. Translations to other languages.

3.3.5. Re-writing, adaptation and other changes of the Article.

3.3.6. Distribution of the Article via the first sale, alienation by other means or other rights transfer prior to the first sale.

3.3.7. Copies import of the Article.

3.4. Territory of the licence is not limited.

3.5. This Agreement comes into effect from the date of e-mail that was sent to the Editorial Board according to the Paragraph 1.1 of this Agreement, which is an unconditional and full acceptance of the Offer to conclude an Agreement in accordance with Article 642 of the Civil Code of Ukraine.

3.6. Proprietary copyrights stipulated in this Agreement, are transferred from the Author to the Publisher for free for the entire term of the exclusive licence according the legislation of Ukraine.

3.7. In case the Publisher decides to decline Publication of the Article or in case the Author withdraws the Article before Publication this Agreement shall lose its effect. Author is informed via e-mail in case of decision to decline Publication. The Author must withdraw by his handwritten signed request sent to Editorial Board office of the Electronic Modeling Journal or in the form of a scanned document.

4. The rights and obligations of the Parties

4.1. The Author claims that:

4.1.1. He has all exclusive rights to the Article.

4.1.2. The Article is original, created by the Author(s) alone and is not published.

4.1.3. By creating the Article he has not violated someone’s rights.

4.1.4. This Article contains all relevant and proper copyright links to cited authors and / or publications (materials).

4.1.5. The Article is not a subject of a pledge, was not transferred to a third party under the contract of alienation of the exclusive right or an exclusive license agreement and is not burdened with any rights and claims of third parties.

4.2. The Author is obliged to:

4.2.1. Prepare the Article in accordance with the requirements of the Editorial Board, published on the website of the Journal on the Internet and / or in the publication.

4.2.2. Specify in the Application an address where Editorial Board will send the printed copy of the Journal with the Article.

4.2.3. Pay for mentioned postal services of the Editorial Board.

4.3. The Author has the right:

4.3.1. Receive free of charge a printed copy of the Journal with the Article.

4.3.2. Use materials of published Article in his own theses or books.

4.3.3. To donate Editorial Board to improve services quality.

4.4. Publisher is obliged to:

4.4.1. Within thirty (30) calendar days from the date of the adoption of the Article fulfill its mandatory internal anonymous review.

4.4.2. Publish the Article in the Journal in case of making a decision according to results of review. Publication date depends on the date when the Article was received and initial quality of the Article.

4.4.3. In case of negative review, send decline to the Author via e-mail.

4.5. The Publisher has a right to:

4.5.1. Make editing and proofreading changes in the Article, including the reduction, if these changes do not alter the meaning, correctness, presentation and do not violate the integrity of the perception of the material. These steps may be also made by third parties, that have sub-license agreement with the Publisher.

4.5.2. Establish rules (conditions) of receipt and Publication of Articles in the Journal.

4.5.3. Set priority rules in Publication of Articles.

4.5.4. Accept donations addressed to the Editorial Board to improve the quality of services.

4.6. In all cases not mentioned and not covered by this Agreement, the Parties are obliged to be guided by the current legislation of Ukraine.

4.7. The Parties have the right to enter into other agreements, one way or another related to the subject of this Agreement, on terms that do not contradict the conditions of this Agreement.

5. Acceptance of the Offer and conclusion of the Agreement

5.1. This Agreement shall enter into force upon its conclusion, when the Author performs the Acceptance of the Offer by sending his Article to the e-mail address of the Journal. The Agreement is concluded for the complete duration of the exclusive right term under current legislation.

6. The procedure for amendment and termination of the Agreement

6.1. Offer that was accepted by the Author, operates as an Agreement between the Parties and cannot be changed without the consent of the Parties. The Publisher has the right to change the terms and conditions of the Offer, that does not affect the terms and conditions of existing agreements with Authors. The current revision of the Offer, as well as its previous editions are published on the Publisher's website.

6.2. In case of disagreement with the changes of this Agreement, the Author may send a written notice of cancellation of this Agreement before the entry into force of the amendments. If Author does not deny changes, they are considered accepted, and the Agreement remains in force as amended.

6.3. This Agreement may be terminated earlier by mutual agreement of the Parties.

6.4. The Author has the right to withdraw the Article and is obliged in this case to reimburse the Publisher its losses caused by such decision. If the Article is already disclosed, the Author also has to notify the withdrawal publicly. The Author has the right to withdraw from circulation previously released copies of the Article, compensating for the losses.

6.5. If one of the Parties shall decide to stop the execution of the Agreement, it shall notify the other Party in writing form. In this case, the obligations arising from the Agreement shall be deemed terminated from the date of receipt of the other Party notification to terminate the Agreement.

7. Responsibility

7.1. For non-performance or improper performance of their obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of Ukraine.

7.2. All information provided by the Author, should be reliable. The Author is responsible for the accuracy and openness (article contains no information prohibited for publication in the press) and the completeness of the information transmitted to the Publisher.

7.3. The Author is solely responsible for unauthorized use of the results of intellectual work of third parties, and materials used in it, as well as all matters relating to the rights to it.

7.4. The Publisher is not liable for actions of the Author.

7.5. Parties are not responsible for violation of the terms of the Agreement, if such failure is caused by force majeure, including: actions of public authorities (including adoption of legal acts), fire, flood, earthquake and other natural disasters, lack of electricity and / or operation failures of computer network, strike, civil commotion, riot, or any other force majeure.

8. Settlement of Disputes

8.1. Disputes and disagreements are resolved by means of negotiations, and in case the agreement is not reached - in accordance with the current legislation of Ukraine.

8.2. Unresolved disputes between the Parties are settled in court at the location of the Publisher in accordance with the current legislation of Ukraine.

9. Other conditions

9.1. The Author expresses his consent to the processing by the Publisher of the following personal information:

- surname, name, patronymic;
- date of birth;
- information on education;
- information on the place of work and position;
- information on contact details for correspondence;
- information on availability publications;
- information about the directions of scientific research of the Author;
- the address of the Author to which the copy of the Journal with published Article will be delivered in accordance with paragraph 4.2.3.

9.2. The Publisher has the right to process personal data of the Author for the execution of this Agreement, including the performance of informational services for the Author.