**Publishing Agreement (Public Offer) Granting the Right to Use the Work in the Periodical Printed Publication "Transport technician: education and practice"**

Federal state budget establishment additional professional education "Educational and instructional center for railway transportation" represented by Director Starykh Olga Vladimirovna, acting on the basis of Сharter hereinafter referred to as “Publisher”, on the one hand, offers an indefinite group of individuals (hereinafter – Author), on the other hand, jointly referred to as “the Parties”, enter into hereby License Agreement (hereinafter – "Agreement") on the publication of scientific materials (hereinafter – "Article") in the scientific and practical journal "Transport technician: education and practice"on the following conditions.

**1. General provisions**

1.1. Hereby Agreement in accordance with cl. 2, p. 437 of the Civil Code of the Russian Federation is a public offer, full and unconditional acceptance, which, in accordance with p. 438 of the Civil Code of the Russian Federation is considered the dispatch by the Author of his materials to the electronic address indicated in the relevant section of the following website http://ttspo.ru.

1.2. In accordance with international law, in respect of the observance of copyright on electronic information resources, the materials of the site, electronic journal or project can not be reproduced in whole or in part in any form (electronic or printed) without the prior written consent of the authors and the editorial office. When using these materials in other documents, the reference to the source is necessary.

1.3. Journal "Transport technician: education and practice"was registered by the Federal Service for Supervision in the Sphere of Communications, Information Technologies and Mass Communications (Roskomnadzor).

**2. The terms, which are used in agreement**

**The Author** is an individual (or individuals), whose creative work produced an Article.

**Acceptance of the Offer** is a full and unconditional acceptance of the Offer on the conditions specified in clause 3 (the author accepts the Offer by sending an application to the publisher).

**The journal** is a scientific and practical journal "Transport technician: education and practice"(periodical publication).

**Application** is the author's e-mail to the Publisher in purpose of posting Articles in the Journal, by means of sending the article by e-mail to the address in the corresponding section.

**The publisher** is the federal state budget establishment additional professional education "Educational and instructional center for railway transportation".

**Offer** is the hereby document (proposal to the Author) for the publication of the Articles by posting it on the following website http://ttspo.ru.

**Publication** is the posting of the Article in the Journal.

The Editorial Fffice of the Journal is a creative team that publishes the Journal.

**The Article** is the result of fundamental and applied scientific research in the form of scientific material, reviewing scientific material, scientific report, bibliographic review on certain topics of scientific research, a historical reference devoted to figures of Russian and foreign science, presented by the Author for publication in the Journal.

**Service** is provided by posting (publication) of the Article in the Journal on the basis of the Author's Application.

**Parties** are the Author and the Publisher.

**3. Subject of Agreement**

3.1 Under this Agreement, the Author grants the Publisher the rights on a free-of-charge basis, listed in clause 4.1 to the use of the Article, within the limits stipulated by the agreement and for a period specified by the Agreement.

3.2. The author guarantees that he has the exclusive right to the Article transmitted to the Publisher.

**4. Rights and Responsibilities of the Parties**

4.1. The author grants the Publisher the following rights for a period of five (5) years:

4.1.1. publication of Articles in the Journal in printed version and an electronic copy on the site <http://ttspo.ru> and other databases;

4.1.2. the right to reproduce the Article (to publish, to make public, to duplicate, to replicate and to otherwise disseminate the Work) with the number of copies being unlimited. Any reproduction may be performed using electronic carriers, electronic networks, and databases. Each sample of the Article shall bear the name of the Author;

4.1.3. the right to disseminate the Article by any means;

4.1.4. the right to rework the Article (the creation of a new, creatively independent work based on it), to translate the Article and to make changes in the Article that do not constitute any revision;

4.1.5. the right of public display of the Article and demonstration of it in the purpose of information distribution, advertisement, and other purposes;

4.1.6. the right of making the Articl available to the general public;

4.1.7. the right to enter into the sub-license agreement, i.e. the agreement to grant the right to use the Article, as specified in 4.1, to the third parties without any compensation or remuneration due or payable to the Author

4.2. If neither Party hereto addresses any notices of termination hereof two months before the expiry of the term of five years, the rights of the Publisher to the Article shall be renewed for the same term. The number of renewals shall be unlimited.

4.3. The term specified in p. 4.1 hereof shall not exceed the effective term of the rights of the Author to the Article. The Author shall notify the Publisher about the termination of the effect of the Author’s rights to the Article or their constituent parts not later than within three months before the termination.

4.4. Hereby the Author guarantees that the Article specified herein is an original work of the Author.

4.5. Hereby the Author guarantees that the Article specified herein has never been transferred to any party for the purpose of its reproduction or for other purposes in pursuance of a formal agreement.

4.6. The Author guarantees that, pursuant to the effective copyright legislation, the Article contains all references to any cited authors and editions and to any findings and facts used in the Article and obtained earlier by other persons and organizations, and that the use of the above results and facts does not constitute any violation of any intellectual rights of the above persons and organizations.

4.7. The author guarantees that the Article does not contain materials that are not subject to publication in the open press in accordance with the current legislative acts of the Russian Federation, and its publication and dissemination do not disclose secret (confidential) information (including state secrets).

4.8. The Author shall grant the rights to the Publisher hereunder in furtherance of a non-exclusive license. The Author guarantees, that the Articles operating license shall not be passed on to a third party until the date of the first publication of the Article by the Author

4.9. The Publisher shall comply with any copyright of the Author in accordance with the effective copyright legislation; the Publisher shall protect the above copyright and use all reasonable efforts to prevent any infringement of the copyright by any third parties.

4.10. The publisher has the right:

- to carry out technical and literary editing of the Article, which does not change it (the main content);

- to carry out the examination of the Article and to suggest to the Author to make the necessary changes, until the implementation of which the Article will not be placed in the Journal;

- with any subsequent authorized use by the Author (and / or other persons) of the Journal and / or Article (including any of its separate parts, fragment) to require the specified persons to reference the Journal, the Publisher, the Author or other copyright holders, the title of the Article, the number of the Journal and the year of publication indicated in the Journal;

- to post in the media and other information sources preliminary and / or promotional information on the upcoming publication of the Article;

- establish the rules (conditions) for receiving and publishing materials in the Journal. The Editorial Board of the Journal holds the right to select and/or reject the materials sent to the Editorial Office of the Journal for the purpose of publication. The manuscript (material carrier) sent by the Author to the Editorial Office of the Journal is not subject to return. The Editorial Office of the Journal does not enter into correspondence on the issues of rejection of the Article by the Editorial Board of the Journal;

- temporarily suspend the provision of services to the Author of the Agreement for technical, technological or other reasons interfering with the provision of services, while eliminating such causes;

- to suspend provision of services under the Agreement in unilateral extrajudicial procedure in the following cases:

a) if the Article does not correspond to the subject matter of the Journal (or any part thereof), or the material presented is not sufficient for self-publication, or the execution of the Article does not meet the requirements;

b) violation by the Author of other obligations accepted in accordance with the Agreement;

- make changes to the Offer in the manner specified by the Agreement.

4.11. The territory of the right to use the Article shall be unlimited

4.12.Should the Articles be accepted into the publication of the Publisher (an issue of a scientific journal) and should copies of the publication be distributed in pursuance of p. 3.1, 4.1 and 4.2 hereof, the Publisher shall not provide free printed copies of the publication to the Licensor. The Author may obtain printed copies of the publication by means of subscription or purchase. The Author may access the Articles published by the Publisher on the official website of the publication where the Articles is published as part of the full-text electronic version of the publication.

5. Acceptance of the Offer and conclusion of the Agreement

5.1. This Agreement comes into force from the moment of its conclusion, when the Author accepts the Offer Acceptance by sending the Article to the edition through the Open Journal Systems resource on the site http://ttspo.ru or to the e-mail address ttspo@umczdt.ru, and is concluded for 5 years.

5.2. Acceptance of the Offer by the Author creates an Agreement concluded orally (Article 438 of the Civil Code of the Russian Federation) on the terms of the Offer.

6. Procedure for amending and terminating the Agreement

6.1. The publisher has the right to unilaterally change the terms of this Agreement, at least ten (10) calendar days prior to the entry into force of the relevant changes, notifying the Author about it through the Journal's website or by sending a notice via e-mail to the e-mail address of the Author, specified in the Author's Application. Changes take effect from the date specified in the relevant notice.

6.2. In case of disagreement of the Author with changes in the terms of this Agreement, the Author has the right to send to the publisher a written notice on the withdrawal of this Agreement before the relevant changes come into force. In the absence of written notification from the Author, the changes are deemed to be accepted by the Author, and the Agreement continues to operate as amended.

6.3. This Agreement may be terminated early:

- by an agreement of the Parties at any time;

- on the other grounds provided for by this Agreement and the legislation of the Russian Federation.

6.4. The author has the right to unilaterally refuse to execute this Agreement by sending the relevant notice in writing form to the publisher not less than sixty (60) calendar days before the proposed publication date of the author's article in the Journal.

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

7. Liabilities of the Parties

7.1 For failure to perform or improper performance of their obligations under the Agreement, the Parties shall not be liable in accordance with the current legislation of the Russian Federation.

7.2 All information provided by the Author must be reliable. The author is responsible for the accuracy and completeness of the information transferred to him. Incase of usage inaccurate information received from the Author, the Publisher is not liable for the negative consequences caused by his actions on the basis of the provided inaccurate information.

7.3. The author is solely responsible for compliance with the requirements of the legislation on advertising, the protection of copyright and related rights, the protection of trademarks and service marks, the protection of consumer rights.

7.4. The publisher does not bear any responsibility under the Agreement for:

a) any actions that are direct or indirect result of the actions of the Author;

b) any losses of the Author, regardless of whether the Publisher could foresee the possibility of such damages or not.

7.5. The publisher is released from responsibility for violation of the terms of the Agreement if such violation is caused by force majeure circumstances, including actions of public authorities (including adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network malfunctions, strikes, civil unrest, unrest, any other circumstances.

8. Settlement of disputes

8.1. Disputes and disagreements will be resolved by the Parties through negotiations, and incase of failure to reach an agreement, in accordance with the current legislation of the Russian Federation.

8.2. In the presence of unresolved disputes between the Parties, disputes shall be resolved in court at the location of the Publisher in accordance with the current legislation of the Russian Federation.

9. Other conditions

9.1. Any notifications, messages, requests, etc. (With the exception of documents that must be sent in the form of original originals in accordance with the legislation of the Russian Federation) are deemed to have been received by the Author if they were transmitted (sent) by the Publisher through the journal's website (including by publication), by fax, by e-mail indicated in the Application and through other communication channels. The parties recognize the legal validity of notices, messages, requests, etc., transmitted (sent) by the said methods.

9.2. In the event that claims are brought against the Publisher relating to infringement of exclusive copyright and other intellectual property rights of third parties when creating the Article or in connection with the author's conclusion of this Agreement, the Author undertakes:

- immediately upon receipt of the publisher's notification, take measures to resolve disputes with third parties, if necessary, enter the trial on the publisher's side and take all the actions depending on it with the aim of excluding the Publisher from among the respondents;

- reimburse the Publisher for the incurred legal expenses, expenses and damages caused by the application of measures to secure the claim and enforcement of the judgment, and the amounts paid to a third person for violating exclusive copyright and other intellectual property rights, as well as other losses incurred by the Publisher in connection with the author's failure to comply with the guarantees, Provided by them under this Agreement.

9.3. In accordance with p. 6. of the Federal Law "On Personal Data" No. 152-FZ of July 27, 2006, from the date of this Agreement and until the termination of the obligations of the Parties under this Agreement, the Author agrees to the processing by the Publisher of the following personal data of the Author: , patronymic; Individual taxpayer number (TIN); Date and place of birth; Information on citizenship; Requisites of identity documents; The address of the place of registration and the actual place of residence; E-mail addresses; Postal address with an index; Contact phone numbers; Fax numbers; Information about the places of work.

9.4. The publisher has the right to process such personal data for the purpose of implementing this Agreement, including the fulfillment of the Author's information and reference services. Personal data processing refers to actions (operations) with personal data, including collection, systematization, accumulation, storage, updating (updating, modification), use, distribution (including transfer to third parties), depersonalization, blocking and destruction of personal data.

9.5. The author has the right to revoke consent to the processing of personal data, sending the appropriate notice to the publisher in cases stipulated by the legislation of the Russian Federation. Upon receipt of this notification, the Publisher is entitled to suspend the provision of services.

10. Legal Address and Requisites of the Publisher

Address: 71 Bakuninskaya st., Moscow, 105082, Russian Federation

INN 7717087897, KPP 770101001

PSRN 1037739127535

DIRECTOR                              O.V. Starykh