

AUTHOR'S AGREEMENT (PUBLIC OFFER)

The Publisher (The Autonomous non-profit organization "Center of forensic examinations of the State University of Humanities and Social Studies "FACT") **represented by Ivanova Elena** acting on the basis of **the Charter** offers to the indefinite circle of persons to sign **the Author's agreement** (further — the Agreement) about use of Author's materials on the following conditions.

This Agreement defines the relationship between the Publisher and the Author, who accepted the public offer to conclude this Agreement.

This Agreement in accordance with paragraph 2 of article 437 of the Civil Code of Russian Federation is a public offer, full and unconditional acceptance of which, in accordance with article 438 of the Civil Code of Russian Federation, is considered to be the direction of the Author of their materials to the Publisher.

1. Concepts and definitions used in the agreement

1. The author is an individual whose creative work was created by the Article.

2. The author's material (Article) – is a work, scientific, scientific and practical, methodical material submitted by the Author for publication in the journal “Bulletin of Criminalistics”.

3. Acceptance of the Offer – full and unconditional acceptance of the Offer.

4. Journal – scientific publication "journal of criminology»

5. Application – electronic appeal of the Author to the Publisher for the publication of the Author's material in the Journal. The application form is available on the Publisher's website on the website of the magazine in the social network Facebook (<https://www.facebook.com/VestCrim>) and on the official page of the Journal (<http://vestcrim.ru>).

6. Publisher – Autonomous Non-Profit Organization “Center for Forensic Examination of the State University of Humanities and Social Studies “FACT”

Legal address: 140413, Moscow Region, Kolomna, Dachnaya St., Building No. 17, Postal Address: 140400, Moscow Region, Kolomna g, Zelenaya st, house number 30,

TIN: 5022050526;

KPP: 502201001,

BIN: 1165000051358;

e-mail: author@vestcrim.ru,

tel .: (499) 393-38-94.

7. Offer – the present Agreement (proposal by the Author on the publication of copyright material) placed on the Publisher's site in a network the Internet on the history page on the social network Facebook (<https://www.facebook.com/VestCrim>) and on the official website of the Journal

(<http://vestcrim.ru>).

8. Publication – placement of the Author's material in the journal of the publishing House.

9. The editorial Board of the Journal is a creative team engaged in the preparation and publication of the Journal.

10. Requirements for publish – publish, design rules and directions of Copyright material in the magazine posted on the Publisher's site in a network the Internet on the history page on the social network Facebook (<https://www.facebook.com/VestCrim>) and on the official website of the Journal (<http://vestcrim.ru>).

11. Parties – The Author and Publisher when used jointly.

12. Service-placement – publication of the Author's material in the journal on the basis of the Author's Application.

2. Subject of the agreement

2.1. The author provides the Publisher on a gratuitous basis for the term of copyright, as provided for by the current legislation of the Russian Federation, the exclusive right in accordance with clause 2 of Article 1270 of the Civil Code of the Russian Federation and this Agreement on the use of the Author's material created by the Author for publication in the Journal "Forensic Bulletin".

2.2. The rights to use the copyright material transmitted under this Agreement include:

- * reproduction of the Author's material in any material form, including on paper and electronic media, in the journal And/or databases of the Publisher and / or third parties at the discretion of the Publisher, in accordance with the contracts concluded by the Publisher;

- * distribution of Author's material in the Journal and (or) databases of the Publisher and (or) third parties at the discretion of the Publisher;

- * making the Author's material available to the public in such a way that any person can access the Author's material from any place and at any time of their choice (including through the Internet);

- * granting permission to use the Copyrighted material obtained under this Agreement, and the transfer of rights to third parties at the discretion of the Publisher;

- * translation of the Author's material into foreign languages and use of the translated Author's material in the specified ways.

2.3. Other rights not expressly granted to the Publisher under this Agreement, including patent rights to any processes or methods, etc., described by the Author in the Author's material, as well as rights to trademarks, are reserved for the Author, other right holders.

2.4. The territory in which the use of Copyright material is allowed is not limited.

2.5. This Agreement occurs since the sending of the Author of Copyright

material in the Journal.

2.6. The author transfers the rights to use the Author's material to the Publisher free of charge.

2.7. In case of acceptance by the Publisher of the decision to refuse to publish Copyright material in the Journal, this Agreement shall lapse. The decision to refuse publication is sent to the Author at the e-mail address specified in the Application.

2.8. The publisher undertakes to provide the Author with Services related to the publication of the Author's material in the Journal during the term of the Agreement.

3. Rights and obligations of the Parties

3.1. If the Author is an individual, in accordance with Art. 6 of the Federal law "About personal data" № 152-FZ of 27.07.2006 in the period from the date of sending the Author's material to the Publisher and to the termination of the obligations of the Parties under this Agreement, the Author agrees to the processing of personal data: name, patronymic, postal address with the index, contact phone numbers, e-mail addresses, information about places of work, etc.

Processing of personal data means actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer to third parties, in accordance with paragraph 4.5), depersonalization (for reviewing), blocking and destruction of personal data.

3.2 The Author guarantees:

3.2.1. The author has exclusive rights to the Author's material;

3.2.2. The author's material has not been previously transferred to anyone for reproduction or other use;

3.2.3. If the author's material is written together with the co-authors or the translation of the author's material is made together with the co-authors, the Author guarantees that he informed them about the terms of this Agreement and received their written permission to sign on their behalf;

3.2.4. The author's material provided under this Agreement does not violate the rights of third parties. It contains all references to the cited authors and/or publications (materials) provided by the current copyright law (if the author's material includes excerpts from the works or there are references to the works (translations) protected by copyright and owned by a third party, the Author must obtain the written permission of the copyright owners for all uses and make a reference to the original source);

3.2.5. The author has obtained all necessary permissions to the results, facts and other borrowed materials (including without limitation copyright, or patent or trademark rights), the copyright of which the Author is not;

3.2.6. The author's material does not contain information that is not subject to publication 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);

3.3. The author undertakes:

3.3.1 To Provide Copyrighted material that meets the requirements of the Offer and issued in accordance with the Requirements of the publication on the Publisher's site in a network the Internet on the history page on the social network Facebook (<https://www.facebook.com/VestCrim>) and on the official website of the Journal (<http://vestcrim.ru>).

3.3.2. Inform other co-authors about the terms of this Agreement and obtain the consent of all co-authors to its conclusion on the terms provided for in this Agreement.

3.3.3. Do not use for commercial purposes and in other publications without the consent of the Publisher electronic copy of copyright materials prepared by the Publisher.

3.3.4. Observe the following ethical principles:

- The author (co-authors) have the initial responsibility for the novelty and reliability of the Author's material;

- The author should not submit to the Journal the Author's material that has been sent to another journal (publisher) and / or is under consideration for publication in another journal (publisher), as well as the Author's material already published in another journal (publisher);

- The author should not re-provide the Author's material on the same study as the original. If the elements of the Author's material have been previously published, the Author is obliged to refer to such a publication and indicate a significant difference between the new Author's material and the previously published one. Also, the Author is obliged to identify the connection of the new Author's material with the conclusions of the previous (previous). Verbatim copying or paraphrasing of the previous Author's materials is unacceptable;

- Borrowed fragments or statements should be made with the obligatory indication of the original source. Plagiarism in any form (unformed quotations, paraphrasing or assignment of rights to the results of other people's research) is not allowed;

- Co-authors of the Author's material should include all persons who have made a significant contribution to the preparation and writing of Author's materials. All co-authors must approve the final version of the Author's material and agree with its publication;

- The author (co-authors) is responsible for the accuracy of the information, the lack of data not subject to open publication, the accuracy and completeness of the information cited in the literature;

- The author should disclose in the Author's material significant conflicts of interest that could have an impact on the results or conclusions presented in the Author's material. The author should also list all sources of funding for the preparation and writing of the Author's material or indicate the absence of such sources;

- If the Author finds significant errors or inaccuracies in the Author's material

at the stage of consideration or after publication, he must immediately notify the Publisher.

3.4. The author has the right:

3.4.1. To carry out Acceptance as full and unconditional acceptance of the Offer. Acceptance is the basis for the publication in accordance with part 3 of article 438 of the civil code.

3.4.2. Free of charge transfer to colleagues a copy of the Author's material in whole or in part for their personal or professional use, for the promotion of academic or scientific research, for educational and / or information purposes of the employer;

3.4.3. Use materials from the published Author's material when writing scientific, practical and methodical works;

3.4.4. Use separate figures or tables and excerpts of text for your own learning purposes or for inclusion in other materials, for submission in electronic format on the internal (secure) computer network or website of the Author or his employer;

3.4.5. Use the Author's material for educational purposes free of charge (for use in the classroom, distribution of material to students of the Author or for internal training programs in the employer's institution);

3.4.6. Any subsequent authorized use of the published Author's material (including any of its separate parts, fragments) must include a reference to the Journal, Publisher, Author (S), title of the material, Journal number and year of publication.

3.5. Publisher agrees:

Publish the Author's materials in accordance with the terms of this Agreement in the presence of a positive result of review and removal of the author's comments of reviewers, if they were delivered.

3.6. The publisher has the right:

3.6.1. To carry out literary and technical editing of the Author's material, which does not change its fundamental provisions;

3.6.2. Review the received Author's material and suggest the Author to make the necessary changes, without which the material can not be published;

3.6.3. To transfer Copyright material in any of the languages;

3.6.4. Establish rules (conditions) for the reception and publication of Copyright materials. The publisher has the exclusive right to select and / or reject Copyright materials submitted for publication. The publisher does not enter into correspondence with the authors on the rejection of Copyright materials;

3.6.5. In accordance with article 42 of the Federal Law of the RF "About mass media" to reject the publication of the Author's material if it does not meet the requirements of the Publisher. No one has the right to oblige the editorial office (Publisher) to publish the Author's material rejected by it, unless otherwise provided by law;

3.6.6. The publisher has the right to conclude contracts and agreements with third parties at its discretion without any agreement with the Author;

3.6.7. Unilaterally change the terms of this Agreement and adjust its

provisions by publishing notices of changes on the Publisher's website.

4. The procedure for concluding the contract and changing its terms

4.1. This agreement is placed on the Internet on the page of the magazine in the social network Facebook (<https://www.facebook.com/VestCrim>) and on the official page of the Journal (<http://vestcrim.ru>) and is an offer (public offer) of the Publisher to an indefinite circle of persons (Authors) to conclude this Agreement with full and unconditional acceptance of its terms (acceptance) by the Author (Authors), in accordance with article 438 of the civil code.

4.2. Conclusion of the Contract by the Author, that is, full and unconditional acceptance (acceptance) by the Author of the terms of the Contract, is the Author's performance of any of the following actions:

1) the author of the transfer of the Author's material and the application to the Publisher in person, by e-mail and registration of the Publisher received at the Publisher of the Author's material;

2) revision by the Author of the Author's material on the proposal of the editorial Board and transfer/direction to the Publisher of the modified Author's material for publication in the journal of the Publisher.

4.3. This Agreement may be terminated in the following cases:

4.3.1. By agreement of the Parties at any time before the publication of the Author's material in the journal of the Publisher;

4.3.2. At the initiative of the Publisher, if the Author's material does not meet the requirements of the Publisher set out in the requirements for publication, posted on the Publisher's website on the Internet and/or for other reasons can not be published in the journal of the Publisher. In this case, the Publisher sends the Author to the e - mail address specified by the author as a contact, motivated refusal;

4.3.3. At the initiative of the Author, if after the approval of the Author's material for publication in the journal Publisher material was not published within one year. In this case, the Author must send the Publisher a written notice of withdrawal from this Agreement;

4.3.4. On other grounds stipulated by the current legislation of the Russian Federation.

4.4. All changes made by the Publisher to this Agreement shall enter into force 10 (ten) calendar days after such changes are made and published on the publisher's Website on the Internet.

5. Responsibility of parties

5.1. For non-performance or improper performance of their obligations under this Agreement, the Parties shall be liable in accordance with the provisions of this Agreement and the current legislation of the Russian Federation.

5.2. All information provided by the Author must be complete and accurate. When using false information received from the Author, the Publisher is not responsible for the negative consequences caused by the actions of the Author on the basis of false information.

5.3. The author is solely responsible for compliance with the legislation on advertising, protection of copyright and related rights, protection of trademarks and service marks, protection of consumer rights. In case of submission to the Publisher of claims related to the violation of exclusive copyright and other intellectual property rights of third parties, the Author undertakes:

5.3.1. Immediately, after receiving information about the violation of the rights of third parties, take measures to resolve disputes with third parties;

5.3.2. To reimburse the Publisher for the incurred legal costs and losses caused by the application of measures to ensure the claim and execution of the judgment, as well as other losses incurred by the Publisher in connection with non-compliance by the Author with the guarantees provided by him under this Agreement.

5.4. The publisher assumes no responsibility under the Contract for:

- 1) any actions that are a direct or indirect result of the Author's actions;
- 2) any losses of the Author, regardless of whether the Publisher could foresee the possibility of such losses or not;
- 3) unauthorized use of data provided by the Author to third parties.

5.4. The publisher shall be released from liability for violation of the terms of this Agreement, if such breach is caused by force majeure (force majeure), including: actions of public authorities (including the adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and/or failures of the computer network, strikes, civil unrest, riots, any other circumstances that may affect the performance of the Contract by the Publisher.

5.5. Disputes and disagreements will be resolved by the Parties through negotiations, including mediation. In case of failure to reach agreement between the Parties, disputes are resolved in court at the location of the Publisher in accordance with the current legislation of the Russian Federation.

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