

Copyright Agreement (Public Offer) on the Conditions of Publication of an Article in the Journal «Mathematical Machines and Systems»

The Institute of Mathematical Machines and Systems Problems of the Ukraine National Academy of Science (hereinafter referred to as «the Publisher»), on the one hand, offers an indefinite number of persons (hereinafter referred to as «the Author»), on the other hand (collectively referred to as «the Parties»), have entered into this agreement (hereinafter – «the Agreement») on the publication of scientific papers (hereinafter – «the Article») in the Scientific Journal «Mathematical Machines and Systems» (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 an offer for concluding the contract (Public Offer). The act of sending by the Author his Articles to the E-mail address mmis_j_immsp.kiev@ukr.net is considered as full and unconditional acceptance of the terms of the Agreement in accordance with 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 Journal Registration: KV № 14831-3802 PR dated 15.01.2009.

2. Terms

Publisher – the Institute of Mathematical Machines and Systems Problems of the Ukraine National Academy of Science.

Journal – Scientific Journal «Mathematical Machines and Systems».

Editorial Board – a creative team that publishes the Journal.

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

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

Publication – placement of an Article in the Journal.

Application – the Author's request to the Publisher to place the Article in the Journal.

Agreement (Offer) – this document on the Publication of the Article.

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

3. Subject of the Agreement

3.1. Under this Agreement and according to the Articles 15, 31 and 32 of the Law of Ukraine «On Copyright and Related Rights» dated 14.10.2020, the Author submits the Article to the Editorial Board for Publication in the Journal, agrees with the concept of the Journal, rules of the and publishing ethics.

3.2. The Editorial Board of the Journal provides the Author with the services related to the Publication of his Article: takes the Article on a preliminary analysis, provides external / internal single-blind peer 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 source (web page).

3.3. Rights to use the Article include:

3.3.1. Publication of the Article.

3.3.2. Public notice of the Article.

3.3.3. Revision, adaptation and other changes of the Article.

3.3.4. Export of Article copies.

3.4. The territory where the use of the rights to the Article is allowed is not limited.

3.5. This Agreement comes into force from the date when the Application is sent to the Editorial Board's E-mail, stated in the Paragraph 1.1 of this Agreement.

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 license according the current legislation of Ukraine.

3.7. If the Publisher decides not to publish the Article or if the Author (one of the Authors) withdraws his Article before the Publisher decides to publish it in the Journal, this Agreement shall lose its effect. Author is informed about the decision to decline the Publication via E-mail specified in the Application. The author shall send a notice of withdrawal of the Article with his own signature to the E-mail of the Editorial Board.

4. Rights and obligations of the Parties

4.1. The Author guarantees that:

4.1.1. He has all exclusive rights to the Article.

4.1.2. The Article is original. It has been created by the Author(s) and has not been published elsewhere before.

4.1.3. The copyright or other rights of third parties were not violated during the creation of the Article.

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

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 web page of the Journal and / or in its published issues.

4.2.2. Specify in the Application the address of the recipient of a copy of the Journal with the published Article.

4.2.3. If necessary, finalize the article after the reviewing procedure within one month. Submit a reasoned answer to the editorial board in case of disagreement with the reviewer's conclusion.

4.3. The Author has the right to:

4.3.1. Provide the Editorial Board with a review of the Article from a third party.

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

4.3.3. Use the materials of the published Article in his own publications.

4.4. The Publisher is obliged to:

4.4.1. Conduct an external and internal single-blind peer the Article.

4.4.2. Publish the Article in the Journal following the review of the approval of its publication. The term of publication of the Article depends on the date of its submission to the Editorial Board and the quality of its design and preparation.

4.4.3. Send the review to the Author's E-mail address specified in the application.

4.5. The Publisher has the right to:

4.5.1. Make editorial and proofreading changes to the Article that do not lead to distortion of the content, correct presentation of the text and do not violate the integrity of the material perception.

4.5.2. Establish rules (conditions) of acceptance and Publication of the Article in the Journal.

4.5.3. Set priority rules in Publication of Articles.

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 by the current legislation of Ukraine.

6. Amendment and termination of the Agreement

6.1. The Offer accepted by the Author acts 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 of the Offer unless it affects the terms of already concluded agreements with the Author. The current edition of the Offer and its previous editions are published on the Publisher's web page.

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 amendments come into force.

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

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

7. Responsibility

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

7.2. All data provided by the Author should be reliable. The Author is responsible for the accuracy and openness (article contains no information prohibited for publication) 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 the materials used in it, as well as all matters relating to the rights to it.

7.4. The Publisher is not liable for any 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 threat of war, armed conflict, general military mobilization, strikes, civil unrest, riots, fire, floods, earthquakes, other natural disasters, lack of electricity and / or computer network failures, etc.

8. Settlement of Disputes

8.1. Disputes and disagreements are resolved by the Parties through negotiations, in case of disagreement – in accordance with current legislation of Ukraine.

9. Other conditions

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

- first name and last name;
- information about education;
- information about the place of work and present post;
- contact information for correspondence;
- information about the availability of publications;
- information about the sphere of scientific interests of the Author;
- the address of the Author to which the copy of the Journal with the published Article will be sent in accordance with paragraph 4.2.2.

9.2. The Publisher has the right to process the Author's personal data for the purpose of implementing this Agreement, including the provision of information and reference services to the Author.

10. Details of the Parties

Publisher

Editorial Board of the Journal
«Mathematical Machines and Systems»
The Institute of Mathematical Machines
and Systems Problems of NASU
Editorial Office address:
Academician Glushkov Avenue, 42,
03187, Kyiv, Ukraine.
Telephone: +380 (44) 526 54 93.
Fax: +380 (44) 526 64 57.
E-mail: mmis_j_inmsp.kiev@ukr.net

Author

(first name and last name)

Telephone: _____

Fax: _____

E-mail: _____

Publisher _____
(signature)

Author _____
(signature)

Date « ___ » _____ 20 ___