

Copyright Transfer Agreement

Moscow

_____, ____ 200__

1. Parties of the Agreement

Author (Co-authors) _____
and PLEIADES PUBLISHING, Ltd. (hereinafter referred to as the "Publisher");
Title of the manuscript _____ (hereinafter referred to as the "Materials"),
Journal (English/Russian title) " _____"
year _____ volume _____ issue _____

2. Subject of the Agreement

A. Copyright

1. The Author (and each Co-author) shall transfer and sell to the Publisher for the length of the copyright starting from the moment the present Agreement comes into force the exclusive rights to the Materials, including the rights to translate, reproduce, republish (license), transfer, distribute or otherwise use the Materials or parts (fragments) contained therein, for publication in scientific, academic, technical or professional journals or other periodicals and in derivative works thereof, worldwide, in English, in print and electronic editions of such journals, periodicals and derivative works in all media or formats now existing or that may exist in the future, as well as the right to license (or give permission to) third parties to use the Materials for publication in such journals, periodicals and derivative works worldwide.

The transfer under this Agreement includes the right to adapt the presentation of the Materials for use in conjunction with computer systems and programs, reproduction or publication in machine-readable format and incorporation into retrieval systems.

2. Reproduction, placement, transfer or any other distribution or use of the Materials, or any parts (fragments) of the Materials contained therein, in any way permitted under this Agreement, shall be accompanied by reference to the Journal and mention of the Publisher, namely: the title of the article, the name of the Author (Co-authors), the name of the Journal, volume/number, copyright of the publisher (PLEIADES PUBLISHING, Ltd.) or other copyright holder indicated in the Journal in the year of its first publication.

B. Reserved Rights

The Author (Co-authors) or the Employer of the Author (Co-authors) of the Materials shall retain all proprietary rights (with the exception of the rights transferred to the Publisher hereunder) including patent and trademark rights to any process or procedure described in the Materials).

C. Other Rights of the Author (Co-authors)

The Publisher supplies the Author (Co-authors) with permission on the following:

1. The right to use print or electronic preprints of the unpublished Materials in form and matter accepted by the Publisher for publication in the Journal. Such preprints can be placed as electronic files on the Authors' (Co-authors') Website, or on a secure public Website of the employer of the Author (Co-authors), but not for the purposes of commercial sale or systematic external distribution by a third party. Likewise, the Author must:

- Include the following notification into the preprint: "This a preprint of the Materials accepted for publication in (the name of the Journal, ©, copyright (year), the copyright holder indicated in the Journal)."
- Provide an electronic link to the sites of the Publisher, located at: www.maik.ru.

2. The right to perform free of charge the following actions: to photocopy or transfer to colleagues a copy of the published article, in whole or in part, for their personal or professional use, for promotion of academic or scientific research, or for informational purposes of the employer, according to Paragraph D.2 set forth below.

3. The right to use the Materials from the published article in a book written by the Author (Co-authors).

4. The right to use separate illustrations or plates and text fragments from the Materials for his/her/their personal use (including classroom use), for including them into another work, published (in electronic or print format) by a third party or for presenting them in electronic format on an intra/local net, or on a public Website of the Author (Co-authors) or his/her/their employer.

5. The right to include the Materials into lecture notes for classroom use; for free-of-charge distribution of the Materials to students of the Author (Co-authors); or to maintain them in electronic format on a local server, for students to have access to them as part of an educational course; or for internal training programs in the employer's enterprise.

D. Materials Owned by an Employer

1. In case the Materials have been prepared in the course of employment and the employer retains ownership of them, the Author (Co-authors), in addition to his/her/their own signature(s), must obtain the signature of the employer on Supplement 1 attached to this Agreement. The employer hereby transfers to the Publisher by means of this Agreement all copyrights to use of the materials under the conditions provided in the present Agreement.

2. In addition to the rights indicated in the foregoing paragraph B, and the rights transferred to the Author (Co-authors) according to the foregoing paragraph C, the Publisher hereby transfers free of charge to such an employer the right to make copies and to distribute the published materials in electronic or print format within the workplace on the local server of the employer. The employer may place the published Materials on a public server only with the written permission of the Publisher, and only upon remission of all necessary payments.

E. Copyright Notification

The Author/employer hereby agree that each single copy of the Materials (or any part of it), being distributed or placed by them in electronic or print format (as permitted in the present Agreement), shall contain reference to the copyright provided in the Journal and full reference to the Journal of the Publisher.

F. Author’s Guarantee

The Author (Co-authors) guarantees that the Materials are an original work, submitted only to this Journal, and have not been published previously.

In case the Materials were written jointly with Co-authors, the Author guarantees that he has informed them of the terms of this Agreement and obtained their signatures or written permission to sign on their behalf.

(In case the Materials contain fragments of works or refer to works protected by copyright and belonging to a third party, the Author must obtain the written permission of the copyright holders for all types of usage and to make reference to the origin).

The Author guarantees as well that:

- The Materials do not contain libelous statements
- The Materials do not infringe on other persons’ rights (including without limitation copyrights, patent rights and the trademark right)
- The Materials do not contain facts or instructions that can cause damage or injury to third parties and their publication does not cause the disclosure of any secret or confidential information (including state secrets).

G. Obligations and Guarantees of the Publisher

The Publisher shall undertake to publish the Materials according to the schedule dates determined by the Publishing House and to present an electronic preprint of the Materials to the Author (Co-authors) at his/her/their request upon publication of the Materials.

The Publisher shall undertake (according to the present Agreement) to remunerate the Author (Co-authors) with the royalty (-ies), or the Employer with a sum equivalent to the royalty, for the use of the Materials based on the rates determined by the Publisher for the publishing year of the Journal. The remuneration shall be paid starting from July 1 of the year following that of publication of the Materials.

The Publisher guarantees:

- Adequate/proper translation of the materials into English
- International printing standards
- Worldwide distribution of the Materials in accordance with orders received
- Protection of copyright from illegal use by third persons
- The observation of personal non-property rights of the Author (Co-authors) of the Materials.

H. Validity of the Agreement.

The present agreement comes into force on the occasion and on the date of pronouncement of the Journal’s Editorial Board of the decision to accept the Materials for publication, and is valid during the period stipulated in Paragraph A, Article 1. In case the Materials are not accepted for publication or the Author (Co-authors) recall the Materials before publication, the present Agreement expires automatically. The Publisher shall undertake to notify the Author (employer) of the fact within 15 (fifteen) calendar days starting from the day of the respective decision.

The parties agree that, in accordance with legislation, they allow and admit that a reproduction of the text of the present Agreement and the signatures of the parties on the present Agreement, as well as copies of other necessary and mandatory documents (mentioned in the present Agreement) added to the Agreement, by using such means as mechanical, electronic or other form of copying of the personal signatures and text of the Agreement, will have the same equal force and be considered as an original signature or original document. Facsimile (electronic) copies of the documents are valid and have equal legal force on par with the originals.

AUTHOR _____

(Last Name, First Name, Official Position, Passport Information)

Correspondence Address _____

Phone _____

E-mail:

(Signature)

(Date)

(CO-AUTHORS) _____

(Last Name, First Name, Official Position, Passport Information)

Correspondence Address _____

Phone _____

E-mail:

(Signature)

(Date)

(CO-AUTHORS) _____

(Last Name, First Name, Official Position, Passport Information)

Correspondence Address _____
Phone _____

E-mail:

(Signature)

(Date)

(CO-AUTHORS) _____

(Last Name, First Name, Official Position, Passport Information)

Correspondence Address _____
Phone _____

E-mail:

(Signature)

(Date)

ON BEHALF OF THE PUBLISHER

Pleiades Publishing, Ltd.

Tropic isle Building,
P.O. Box 3331,
Road Town,
Tortola,
British Virgin Islands

(Last Name, First Name, Official Position)

(Signature)

(Date)

Accepted for publication

(Date)

(Signature)

Supplement 1

To The Transfer of Copyright Agreement _____, _____ 200_____

(To be filled out in case the Author has presented the Materials prepared in the course of employment)

Moscow _____, _____ 200__

Employer (Institute/Company or Office)

Legal Address _____

Contact Phone Number _____

Bank Details _____

“I AGREE TO THE TERMS OF THE PRESENT AGREEMENT _____, _____ 200__”

The royalty for the use of the Materials shall be paid to (please cross out what does not apply):

A. Author (Co-authors) of the article

B. Employer, according to the following bank details _____

(Name of the authorized representative of the employer (copyright holder)

Signature

(Official position of the authorized representative of the employer (copyright holder)

SEAL