

**Public Offer (Copyright Agreement)
on Publishing in the Journal
“Bulletin of Rehabilitation Medicine”**

Moscow

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National Medical Research Center for Rehabilitation and Balneology, hereinafter referred to as the "Publisher, represented by the Deputy Director for Science and Education Olga V. Yurova, acting on the basis of Power of Attorney No 20 dated February 01, 2023, offers to the public at large to conclude this agreement (hereinafter referred to as the Agreement) on the publication of copyright materials in the scientific journal "Bulletin of Rehabilitation Medicine" (ISSN 2078-1962 (Print); ISSN 2713-2625 (Online)) on the following terms. The text of this Agreement is available on the website of the journal "Bulletin of Rehabilitation Medicine" at: <https://vvmr.ru/about/avtoram/avtorskiy-dogovor/>

1. Terms and Conditions

1.1. This Agreement defines the relationship between the Publisher and the Author (or other right holder) who accepted the public offer (offer) to conclude this Agreement.

1.2. This Agreement is a public offer, the full and unconditional acceptance (acceptance) of which is considered to be sending the Author's Copyright materials to the Publisher.

1.3. Concepts used in the Agreement.

Author—an individual (author's collective), whose creative work created the Author's material.

Author's material—a work, scientific, scientific-practical, methodical material submitted by the Author for publication in a journal.

Offer—this Agreement (an offer to the Author to publish the Author's material).

Offer acceptance—full and unconditional acceptance of the Offer.

Journal—scientific journal "Bulletin of Rehabilitation Medicine".

Publication—placement of the Author's material in the Journal.

Article—published Author's material.

Editorial Staff—the team responsible for preparing and publishing the Journal.

Service—placement (publication) of the Author's material in the journal on the basis of the Author's Application.

2. Subject of the Agreement. Acceptance of the Offer.

2.1. The author makes full and unconditional acceptance of the Offer by sending the publication to the web-site of the journal "Bulletin of Rehabilitation Medicine" (<https://www.vvmr.ru/en/article-post/?edit=Y>).

2.2. From the moment of entry into force of this Agreement, the Author grants the Publisher a non-exclusive license for the use of created an Article created by the Author. Using the Article means:

2.2.1. reproduction of the Article (publication, publication, duplication, copying or other reproduction of the Article) without limitation of the number of copies. Each copy of the Article must contain the name of the Author of the Article;

2.2.2. distribution of the Article in any way;

2.2.3. making the Article publicly available, including via the Internet;

2.2.4. use of metadata of the Article by distributing and making it publicly available, processing and systematizing, as well as including it in scientific electronic libraries, abstract databases and citation systems: eLIBRARY.ru, Web of Science, Scopus, and others.

2.3 By entering into a Contract on the part of the Author, that is, the Author's full and unconditional acceptance of the terms and conditions Contract, is the fulfillment of any of the following actions:

2.3.1. transfer of the Author's material and all necessary accompanying documents to the Publisher in person, via mail or electronic communication channels;

2.3.2. revision of the Author's material be the Author at the suggestion of the Editorial Staff and transfer to the Publisher of the revised Author's material for publication in the Publisher's Journal.

2.4. The conclusion of the Agreement on the part of the Publisher is the publication of the Author's material in the Journal in accordance with the terms of this Agreement, if there is a positive result of double-blind reviewing and the Author withdraws the reviewers' comments.

3. Terms for Provision of Services

- 3.1. The Author provides Author's materials that meet the requirements of the Offer and are designed in accordance with the Authors ' Guide posted on the Journal's website on the Internet (<https://vvmr.ru/about/avtoram/rukovodstvo-dlya-avtorov/>);
- 3.2. The rights are transferred by the Author to the Publisher free of charge, and the publication does not entail any financial contributions to the Author.
- 3.3. The Author (Co-authors) retains the copyright to the Article and grants the Publisher the right to first publish the Article.

4. Rights and Obligations of the Parties

- 4.1. The Author guarantees:
- 4.1.1. that the author is a valid copyright holder of the exclusive rights to the article; the rights granted to the Publisher under this Agreement were not transferred earlier and will not be transferred to third parties until the publication of the Article by the Publisher in the Journal;
- 4.1.2. that the Article contains all references to cited authors and/or publications (materials) provided for by the current copyright legislation;
- 4.1.3. that the Author has obtained all the necessary permissions for the results, facts and other borrowed materials used in the Article, of which the Author is not the copyright holder, and he has the corresponding written permissions from the copyright owners;
- 4.1.4. 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 distribution will not lead to the disclosure of secret (confidential) information (including state secrets);
- 4.1.5. that all Co-authors are informed about the terms of the Agreement and agree to enter into this Agreement.
- 4.2. The Author undertakes to:
- 4.2.1. Provide materials in compliance with the requirements specified on the site <https://vvmr.ru/> and the requirements of the Offer.
- 4.2.2. Do not provide material that has been published in the amount of more than 50% in other printed and / or electronic publications, except for the publication of a preprint (manuscript) articles. Do not transfer the article to other publications without the consent of the Publisher, and do not use for commercial purposes an electronic copy of the article prepared by the Publisher, if it is transferred to the Author.
- 4.2.3. Observe the following ethical principles:
- the Author (or team of authors) is initially responsible for the novelty and accuracy of the data provided in the Article;
 - if the elements of the Article were previously published, the Author must refer to such publication and indicate a significant difference between a new Article and the previously published one;
 - borrowed fragments or statements must be made out with a mandatory indication of the original source. Excessive borrowing, plagiarism in any form (unformulated citations, paraphrases, or attribution of rights to the results of other people's research) is unacceptable;
 - all persons who have made a significant contribution to the preparation and writing of the Article should be listed as Co-authors of the Article;
 - the Author is responsible for the accuracy of the information provided, the absence of data that is not subject to open publication, the accuracy and completeness of information on the cited literature;
 - if the Author finds significant errors or inaccuracies in the Article at the stage of review or after publication, he must immediately notify the Publisher.
- 4.3. The Author has the right to:
- 4.3.1. Transfer to third parties an electronic copy of the published Article provided to him by the Publisher in accordance with clause 4.5 of this Agreement, in whole or in part, to include the Article in databases and repositories of scientific information, as well as to promote academic or scientific

research, or for informational and educational purposes, provided for submittal of links to the Author, Journal and Publisher.

4.3.2. Use the material of the Article in the preparation of other scientific and methodological materials, provided for submittal of links to the Author, Journal and Publisher.

4.3.3. Withdraw the Article at any time by notifying the Publisher. When revoking an already published article, it is retracted.

4.3.4. The Author also grants the Publisher the right to store and process the following personal data without any time limit:

- last name, first name, patronymic;
- date of birth;
- education details;
- information about the place of work and position held;
- information about the availability of published works of literature, science, and art.

4.4. The Publisher undertakes to:

4.4.1. Publish copyrighted materials in accordance with the terms of this Agreement.

4.4.2. Submit the layout of the Author's materials to the Author for approval and make a reasonable edit of the Author.

4.4.3. Observe the Author's rights stipulated by the current legislation, as well as protect them and take all necessary measures to prevent copyright infringement by third parties.

4.4.4. Send copies of the Journal in accordance with Federal Law No. 77-FZ dated 29.12.1994 "On Mandatory Copies of Documents".

4.5. The Publisher has the right to:

4.5.1. Perform technical and literary editing of the Article without changing its main content.

4.5.2. To review the Article and invite the Author to make the necessary changes, until which the Article will not be published in the Journal.

4.5.3. In any subsequent permitted use by the Author (and/or other persons) of the Journal and/or the Article (including any separate part or fragment thereof), require these persons to indicate a link to the Journal, Publisher, Author or other copyright holders, the title of the Article, the Journal number and the year of publication specified in the Journal.

4.5.4. Post preliminary and / or promotional information about the upcoming publication of the Article in the media and other information sources;

4.5.5. Establish rules (conditions) for accepting and publishing materials in the Journal. The Editorial Board of the Journal, headed by the Editor-in-Chief, has the exclusive rights to select and/or reject materials sent to the Journal's editorial office for publication. The Editorial Staff of the Journal does not enter into correspondence regarding the rejection of the Article by the Editorial Board of the Journal;

4.5.6. Suspend the provision of services under the Agreement unilaterally out of court if the Author violates the obligations assumed in accordance with the Offer.

4.5.7. Make a decision to withdraw (retract) the published work in the following cases:

- obtaining evidence of the unreliability of the information provided in the Article, regardless of whether it is a conscientious error or a deliberate violation;
- availability of earlier duplicate publications.
- confirmation of plagiarism;
- concealment of the conflict of interest that may affect the interpretation of data;
- incorrectly specified information about authors, without which it is impossible to correctly index the Article in databases;
- in case of confirmation of the facts of violation of ethics;
- failure of the Author to submit the article due to his fault within the established time limit or within the time limit set for the revision of the Article;
- refusal of the Author to complete the scientific article or make corrections to it.

4.5.8. Require the Author to provide any necessary information about the scientific article.

4.5.9. Post articles published in the Journal on the Journal's website.

4.5.10. Place an electronic version of the article in the Scientific Electronic Library (eLIBRARY.ru) and other bibliographic databases.

5. Procedure for the Conclusion of the Agreement, Changing its Terms and Termination

5.1. This agreement is posted on the Publisher's website and is an offer (public offer) of the Publisher to an indefinite group of persons (Authors) about the conclusion of this Agreement with full and unconditional acceptance of its terms (acceptance) by the Author (Authors). Acceptance of the Offer by the Author creates an Agreement concluded orally under the terms of the Offer.

5.2. All changes made by the Publisher to this Agreement will take effect 10 (ten) business days after such changes are made and published on the Publisher's website. If the Author does not agree with the changes to the terms of this Agreement, the Author has the right to send the Publisher a written notice of withdrawal from this Agreement before the relevant changes come into force. In the absence of the written notification from the Author before the amendments to the Agreement come into force, the amendments are considered accepted by the Author, and the Agreement continues to operate with the amendments.

5.3. The author has the right to unilaterally withdraw from the performance of this Agreement and withdraw the Article by sending a corresponding written notice to the Publisher.

5.4. Termination of the Agreement for any reason does not release the Parties from liability for violations of the terms of the Agreement that occurred during the term of its validity.

5.5. This Agreement may be terminated prematurely in the following cases:

- by agreement of the Parties at any time prior to the publication of the Author's material in the Publisher's Journal;
- at the initiative of one of the Parties in case of violation of the terms of the Agreement;
- on other grounds stipulated by this Agreement or the current legislation of the Russian Federation.
- at the initiative of the Publisher, if the Author's material does not meet the Publisher's requirements set out in the Guide for Authors posted on the Journal's website on the Internet (<https://vvmr.ru/about/avtoram/rukovodstvo-dlya-avtorov/>), and/or for other reasons cannot be published in the Publisher's Journal. In this case, the Publisher sends a reasoned refusal to the Author's email address specified as contact;
- at the initiative of the Author, if after the Author's material approval for publication in the Publisher's Journal, the material was not published within one year. In this case, the Author must send the Publisher a written notice of withdrawal from this Agreement.

6. Liability of the Parties

6.1. The Parties are responsible for non-performance or improper performance of their obligations under this Agreement in accordance with the current legislation.

6.2. All information provided by the Author must be complete and reliable. When using false information received from the Author, the Publisher is not responsible for the negative consequences caused by the Author's actions based on the false information provided.

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

- 1) immediately, after receiving information about the violation of the rights of third parties, take measures to resolve disputes with third parties;
- 2) compensate the Publisher for any losses incurred by the Publisher in connection with the Author's failure to comply with the guarantees provided to them under this Agreement.

6.4. The Publisher does not bear any responsibility under the Agreement for:

- 1) any actions that are a direct or indirect result of the Author's actions;

- 2) any loss to the Author, regardless of whether the Publisher could have foreseen the possibility of such losses or not;
 - 3) unauthorized use of data provided by the Author to third parties.
- 6.5. The Parties are released from liability for violation of the terms of this Agreement, if such violation is caused by force majeure (force majeure), including: actions of state authorities (including the adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and / or computer network failures, strikes, civil unrest, riots, any other circumstances that may affect the performance of the Agreement by the Parties.

7. Dispute Settlement Procedure

- 7.1. Disputes and disagreements will be resolved by the Parties through negotiations, and in case of non-agreement – in accordance with the current legislation.
- 7.2. In case of failure to reach an agreement during negotiations, the interested party sends a claim in writing, signed by an authorized person. The claim must be sent by letter with a notification of delivery or handed over to the other Party against a receipt.
- 7.3. The claim must be accompanied by documents justifying the claims made by the interested Party (if the other Party does not have them), and documents confirming the authority of the person who signed the claim.
- 7.4. The Party to which the claim is sent is obliged to review the received claim and notify the interested Party in writing about the results within 10 (ten) business days from the date of receipt of the claim.
- 7.5. If there are unresolved disagreements between the Parties, disputes are resolved in court at the Publisher's location in accordance with the current legislation.

8. Anti-Corruption Clause

- 8.1. In the performance of their obligations hereunder, the Parties, their affiliates, employees or mediators do not pay, offer to pay and do not permit the payment of any money or valuables, directly or indirectly, to any person to influence actions or decisions of these persons in order to obtain any improper advantage or for other improper purpose. When fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not perform actions that are qualified by the legislation applicable for the purposes of this Agreement, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the applicable legislation and international acts on countering the legalization (laundering) of proceeds from crime.
- 8.2. If a Party suspects that a violation of any of the provisions of this clause has occurred or may occur, the relevant Party undertakes to notify the other Party in writing. In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give grounds to assume that a violation of any provisions of this clause has occurred or may occur by the counterparty, its affiliates, employees or intermediaries, which is expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on countering the legalization of proceeds from crime. Upon written notification, the relevant Party has the right to suspend the performance of its obligations under this Agreement until it receives confirmation that no violation has occurred or will not occur. This confirmation must be sent within 10 (ten) business days from the date of sending the written notification.
- 8.3. If one of the Parties violates its obligations to refrain from actions prohibited in this section and/or the other Party does not receive confirmation within the time period established by this Agreement that the violation has not occurred or will not occur, the other Party has the right to terminate this Agreement unilaterally by sending a written notice of termination. The Party on whose initiative this Agreement was terminated in accordance with the provisions of this article has the right to claim compensation for real damage resulting from such termination.

9. Other Terms and Conditions

9.1. The Agreement comes into force from the moment of Acceptance of the Offer by the Author and is valid for an unlimited period of time or until the Publisher fulfills its obligations to provide services.

9.1. The Publisher reserves the right to make changes to the terms of the Offer or withdraw the Offer at any time at its sole discretion.

9.2. Any notifications, messages, requests, etc. (with the exception of documents that must be sent in the form of original originals in accordance with the law) are considered received by the Author if they were transmitted (sent) by the Publisher via the Journal's website (including through publication), by e-mail specified in the Application, and through other communication channels. The Parties recognize the legal force of notifications, messages, requests, etc. transmitted (sent) by these methods.

9.3. If the Author is an individual person, then during the period from the moment of sending the Author's material to the Publisher and until the termination of the obligations of the Parties under this Agreement, the Author agrees to the processing of personal data: last name, first name, patronymic, postal address with zip code, contact phone numbers, email addresses, information about places of work, etc. Processing of personal data means actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer to third parties, in accordance with clause 4.7), depersonalization (for reviewing), blocking and destruction of personal data.

9.4. The Author has the right to withdraw consent to the processing of personal data by sending a corresponding notification to the Publisher in cases stipulated by law. Upon receipt of the specified notification, the Publisher has the right to suspend the provision of services.

9.5. In cases not provided for in this Agreement, the Parties are guided by the legislation of the Russian Federation.