

**Public offer agreement
for the publication of original articles
in Bulletin of Rehabilitation Medicine Journal**

Moscow

National Medical Research Center for Rehabilitation and Balneology, Federal State Budgetary Institution of the Ministry of Health of the Russian Federation (hereinafter referred to as the NMRC RB FSBI of the Russian Ministry of Health), hereinafter referred to as the “Publisher,” represented by Director General, Natalia Nikolayevna Zubareva, acting in accordance with the Charter, offers to an indefinite group of individuals who have reached the age required by the legislation of the Russian Federation to accept such an offer, hereinafter referred to as the “Author,” to enter into an agreement for the publication of original materials in Bulletin of Rehabilitation Medicine Journal (Media Registration Certificate No. FS77-84143 of October 28, 2022) (ISSN 2078-1962 (Print); ISSN 2713-2625 (Online)) (hereinafter referred to as the “Agreement” and the “Journal,” respectively) under the terms and conditions set forth below.

1. GENERAL PROVISIONS

1.1. This Agreement regulates the relationship between the Publisher and the Author (hereinafter referred to as the “Parties”), who have accepted the public offer to enter into this Agreement.

1.2. This Agreement constitutes a public offer in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation. In accordance with Article 438 of the Civil Code of the Russian Federation, the Authors’ submission of their Author’s materials to the Publisher by filling out the appropriate form on the official website of Bulletin of Rehabilitation Medicine journal at the following link shall be deemed full and unconditional acceptance of this offer: <https://journals.eco-vector.com/2078-1962/login?source=%2F2078-1962%2Fauthor%2Fsubmit>.

1.3. The transfer of rights to use the materials from the Author to the Publisher for the published Author’s Materials complies with the international Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International license (hereinafter referred to as CC BY-NC-SA 4.0), which allows third parties to distribute and adapt these Author’s materials, without the possibility of commercial use, provided that references to the authors of the original work and the original publication in the Journal are retained.

2. TERMS USED IN THIS AGREEMENT

The Author is the person who has accepted this Offer and is acting on his or her own behalf and/or on behalf of the entire team of authors. The Author warrants that all individuals who have made a substantial creative contribution to the creation of the Author’s material are listed as co-authors, have reviewed the final version of the manuscript, and have given their unconditional consent to its publication under the terms of this Offer. The Author warrants that the identification of co-authors and the allocation of roles in the Author’s material have been carried out in accordance with generally accepted international standards (including the ICMJE criteria and the CRediT taxonomy). Including individuals who have not made a substantial creative contribution in the list of authors, or publishing the text without the consent of all co-authors, constitutes a material breach of this Offer and shall result in its unilateral termination.

The author’s material - a work, scientific or scientific-practical or methodological material, or raw research data—submitted by the author for publication in the Journal.

Acceptance of the Offer- full and unconditional acceptance of the Offer by performing the actions specified in Section 5.2 of the Offer. Acceptance of the Offer means that the Author agrees to all the terms and conditions set forth in this Offer; such acceptance is equivalent to the conclusion of a agreement in accordance with the provisions of the Civil Code of the Russian

Federation.

The Journal - Bulletin of Rehabilitation Medicine is a scientific journal (Media Registration Certificate No. FS77-84143 of 28 October 2022) (ISSN 2078-1962 (print); ISSN 2713-2625 (online)).

The publisher is the NMRC RB FSBI of the Russian Ministry of Health, which is the founding organization and publisher of the Journal.

An offer is a proposal from the Publisher to the Author to publish the Author's material in the Journal, available on the website: <https://journals.eco-vector.com/2078-1962/about/submissions>.

Plagiarism is the misappropriation of authorship (a violation of copyright) and/or the unauthorized use of the results of intellectual activity (texts, text excerpts, images, code, scientific or creative ideas, concepts, methods, and other results of creative work) previously created and published or otherwise made public by other authors, as well as those previously created and already transferred (assigned) to third parties (self-plagiarism), without proper formatting and adherence to all necessary citation rules. The main types of plagiarism are: direct copying, paraphrasing, mosaic plagiarism, self-plagiarism, and idea plagiarism (the appropriation of original ideas, concepts, or methods without acknowledging the original author's contribution).

Publication – the inclusion of an author's work in the Journal.

The editorial board is the team responsible for preparing and publishing the Journal.

Withdrawal of Author's Materials – the author's right to withdraw materials at any stage of their preparation for publication, but prior to the actual publication of the Article, by sending written notice to the Publisher. Once the Article has been published, withdrawal is not possible, and the retraction procedure applies.

Retraction, retracting, or withdrawal of an article - the process of removing a published article from the scientific record or correcting it, and informing readers that the published article contains serious flaws or erroneous data that cannot be trusted, or that it was published in violation of publication ethics.

An article is an author-submitted manuscript that has been peer-reviewed, edited, adapted, typeset, and published in the Journal, including metadata added by the Publisher.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The author(s) grant(s) the Publisher, free of charge and for the duration of the copyright as provided by the current legislation of the Russian Federation, the nonexclusive right to use the Author's Material for the publication of the Article in the Journal by submitting it to the website of Bulletin of Rehabilitation Medicine journal (<https://journals.eco-vector.com/2078-1962/login?source=%2F2078-1962%2Fauthor%2Fsubmit>).

3.1. The right to use the Author's material transferred under this Agreement includes:

3.2.1. Verification and review of the Author's material in an anonymized form (including the use of specialized software tools, such as the "Scientific Journals Portal" database (<https://journals.eco-vector.com>), its neural assistants, the ANTIPLAGIAT (<https://nmicrk.antiplagiat.ru>), and other verification modules based on artificial intelligence technologies), within the framework of which the Publisher undertakes to take all necessary measures to ensure the security of personal data but cannot guarantee the confidentiality of the Author's Material when using the aforementioned databases, services, and other tools. In the event of disclosure of the Author's material to third parties due to the fault of the Publisher or the services used, the Publisher shall be liable in accordance with paragraph 6.1 of the Agreement.

3.2.2. Reproduction (publication, disclosure, duplication, printing, or other reproduction) of the Article or any part thereof, without limitation on the number of copies, in the Journal and/or the Publisher's databases, as well as transmission for inclusion in third-party databases under terms that do not conflict with CC BY-NC-SA 4.0. In such cases, each copy of the Article must include the Author's name.

3.2.3. Distribution of the Article or any part thereof on any medium as part of the Journal

and/or the Publisher's databases, as well as in the form of a standalone work.

3.2.4. Making the Article or a specific part thereof publicly available, including in the Internet information and telecommunications network, in such a way that any person has access to the Article at any time.

3.2.5. Use of metadata (article title, author(s)' name(s), abstract, bibliography, etc.) through dissemination and public disclosure, processing and systematization, as well as inclusion in scientific electronic libraries, abstract databases, and citation systems: eLIBRARY.ru, Scopus, and others.

3.2.6. Changes made to the Author's manuscript that do not constitute a revision (editing): correction of typographical, spelling, and punctuation errors; technical and literary editing; bringing the layout in line with the standards of the Journal; reducing the length (in consultation with the Author); and adapting the writing style. These changes must not distort the scientific meaning or the Author's main conclusions.

3.2.7. Adaptation of the Author's Material, including translation into foreign languages, their creation of abridged and adapted versions, the creation of derivative works for publication in other formats and on other platforms, as well as the use of such derivative works in the manners provided for in this Agreement.

3.3. Any other rights not expressly transferred to the Publisher under this Agreement, including patent rights to any processes, methods, or techniques, and so forth, described by the Author in the Author's Material, as well as trademark rights, shall remain with the Author and/or other rights holder.

3.4. There are no restrictions as to the territory in which the rights to the Copyrighted material may be exercised.

3.5. The Author grants the Publisher the right to use the Author's material free of charge. Publication of the Author's material in the Journal does not entail any financial compensation to the Author, unless otherwise provided for in a supplementary agreement between the Author and the Publisher.

3.6. The Parties have agreed to publish the Author's material under the terms of the CC BY-NC-SA 4.0 license.

3.7. This Agreement shall take effect upon the Author's submission of the Author's material to the Journal.

3.8. If the Publisher decides to refuse to publish the Author's material, this Agreement shall cease to be in effect. The decision to refuse publication shall be sent to the Author at the email address specified in the Application.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Author guarantees and assures the Publisher (in accordance with Article 431.2 of the Civil Code of the Russian Federation) that:

4.1.1. The Author holds exclusive rights to the Author's material.

4.1.2. The rights granted to the Publisher under this Agreement have not been previously transferred and will not be transferred to third parties until the Publisher publishes the Article in the Journal.

4.1.3. The Author's material is original and does not infringe upon the copyrights or other intellectual property rights of third parties.

4.1.4. The Author's material does not contain information that defames the honor, dignity, or business reputation of third parties.

4.1.5. The Author's material contains all references to cited authors and/or publications (materials) as required by applicable copyright law.

4.1.6. The Author has obtained all necessary permissions for the results, facts, and other borrowed materials used in the Author's material, for which the Author is not the copyright holder, and has the appropriate written permissions from the copyright holders.

4.1.7. The content of the Author's material complies with the laws of the Russian Federation. In particular, the Author's material:

- does not contain any references, quotations, summaries, and/or hyperlinks to resources of foreign and international nongovernmental organizations whose activities are deemed undesirable within the territory of the Russian Federation. Such Author's materials are not accepted for publication;

- does not contain materials included in the federal list of extremist materials, nor does it contain quotations from such materials, summaries of their content, or hyperlinks to them;

- does not contain public calls to engage in extremist and/or terrorist activities or public justification of such activities;

- does not contain information constituting a state secret, nor any other information prohibited from dissemination within the territory of the Russian Federation by virtue of law, a court decision that has entered into legal force, or a decision by an authorized state body;

- if the Author's material mentions organizations recognized in the Russian Federation as terrorist or extremist and/or whose activities are prohibited within the territory of the Russian Federation, as well as individuals and organizations included in the register of foreign agents, – such references must be accompanied by an indication (label) of the relevant status of such organizations and individuals in accordance with the procedure provided for by the legislation of the Russian Federation.

4.1.8. All co-authors have been informed of the terms of this Agreement and consent to the execution of this Agreement.

4.2. The Author retains the copyright to the Article. Under this Agreement, the Publisher is granted the right of first publication of the Article.

4.3. The Author undertakes to:

4.3.1. Submit the Author's material in accordance with the requirements specified on the website <https://journals.eco-vector.com/2078-1962/> and the requirements of the Offer.

4.3.2. Inform the co-authors of the Author's material about the terms of this Agreement and obtain the consent of all co-authors to enter into it on the terms set forth in this Agreement.

4.3.3. Not to submit material that has been previously published in other print and/or electronic publications, with the exception of preprints (unreviewed author manuscripts) posted in open scientific repositories recognized by the international scientific community (including, but not limited to: arXiv, bioRxiv, medRxiv, Research Square, SSRN, Zenodo, OSF Preprints, and similar platforms), which must have been done prior to submitting the manuscript to the Journal.

4.3.4. When submitting the Author's Material, notify the Publisher that a preprint has been posted, specifying the name of the repository and the identifier assigned to the preprint (DOI or other) in the text of the manuscript, as the published Article must include a reference to the preprint.

4.3.5. Respond promptly to the Publisher's requests both before the publication of the Author's material and afterward, within the timeframe specified in the editorial policy of the Journal.

4.3.6. If the Author discovers significant errors or inaccuracies in the Author's material during the review process or after the Article has been published, the Author must immediately notify the Publisher.

4.3.7. Adhere to the following ethical principles:

4.3.7.1. The Author is responsible for the accuracy of the Author's material provided, the accuracy of the information presented, the absence of data not intended for public disclosure, and the accuracy and completeness of the information in the cited references.

4.3.7.2. The Author must not submit to the Journal any material that has been submitted to another journal (publisher) and/or is currently under consideration for publication in another journal (publisher).

4.3.7.3. Quoted passages or statements must be properly cited with mandatory reference to the original source. Excessive borrowing and plagiarism in any form (uncited quotations,

paraphrasing, or claiming credit for the results of others' research) are not permitted.

4.3.7.4. All individuals who have made a substantial contribution to the preparation and writing of the Author's material, as defined in the editorial policy of the Journal, must be listed as co-authors. All co-authors must approve the final version of the Author's material and consent to its publication.

4.3.7.5. If the Author's material contains content generated using artificial intelligence (hereinafter – AI), then:

- Such AI tools are not recognized as authors of the Author's material and are not listed among the authors;
- The use of AI must be transparently described in the relevant sections of the manuscript ("Methods," "Ethical Statements," etc.);
- The authors guarantee that such content has been reviewed and bear full responsibility for the accuracy of the information generated by AI, including references to sources;
- The final decision on the admissibility of content generated using AI rests with the editorial board of the Journal.

4.4. The author has the right to:

4.4.1. To provide third parties with an electronic copy of the Article in PDF format, in whole or in part, for the purpose of including the Article in databases and repositories of scientific information, as well as for the promotion of academic or scientific research or for informational and educational purposes, provided that references to the respective Author(s), the Journal, and the Publisher are included.

4.4.2. Use material from the Article when preparing other scientific and scientific-methodological materials and when writing books and textbooks, provided that references are made to the respective Author(s), the Journal, and the Publisher.

4.4.3. The Author has the right to withdraw the submitted Author's material prior to the publication of the Article by notifying the Publisher in writing. After the Article is published, it may be retracted only on the grounds specified in paragraph 4.6.7 of this Agreement, at the initiative of either the Publisher or the Author.

4.5. The Publisher undertakes to:

4.5.1. Publish the Author's material in accordance with the terms of this Agreement.

4.5.2. Provide the Author with a layout of the Author's material for approval and make reasonable revisions requested by the Author.

4.5.3. To respect the Author's rights as provided for by applicable law, to protect those rights, and to take all necessary measures to prevent copyright infringement by third parties.

4.5.4. Distribute copies of the Journal in accordance with Federal Law No. 77-FZ of December 29, 1994, "On Mandatory Copies of Documents."

4.6. The Publisher has the right to:

4.6.1. Conduct technical and literary editing of the Author's material, maintaining the essence and originality of the key points and content.

4.6.2. Review the Author's material and suggest that the Author make the necessary changes.

4.6.3. Establish rules (conditions) for the acceptance and publication of the Author's materials in the Journal. The Publisher reserves the right to select and/or reject the Author's materials submitted to the editorial office of the Journal for publication.

4.6.4. In accordance with Article 42 of the Law of the Russian Federation No. 2124-1 of December 27, 1991, "On Mass Media," the Journal may reject the Author's material if it does not meet the requirements of the Journal. No one has the right to compel the Publisher to publish the Author's material that the Publisher has rejected, unless otherwise provided by law.

4.6.5. Publish in the media and other information sources a preview and/or information about the upcoming publication of the Article.

4.6.6. Express doubts to the Author regarding the Article, make changes to it, or retract (withdraw) the Article.

4.6.7. An article is retracted (withdrawn) in the following cases:

- evidence that the results are unreliable due to: serious errors in calculations or in the interpretation of results that call into question the scientific value of the article; fabrication or falsification of data; manipulation of images, graphs, or other research results;
 - confirmation of plagiarism (incorrect and/or uncredited borrowing) in the published article;
 - the existence of earlier duplicate publications or self-plagiarism involving a substantial amount of repetition of previously published research results and text;
 - the presence in the article of materials and data for which the necessary permission from the copyright holders was not obtained;
 - confirmation of violations of research ethics;
 - detection of tampering with the peer review process (fabrication of reviews, collusion among reviewers);
 - discovery of evidence that the Author failed to disclose a conflict of interest which, in the editor's opinion, could have influenced the interpretation of the results or the decision to publish the Author's material;
 - incorrect authorship: inclusion of individuals who do not meet the criteria for authorship, or omission of individuals who made a substantial contribution to the creation of the article;
 - other gross violations of scientific ethics, publishing standards, or the laws of the Russian Federation, identified after the publication of the article.
- Corrections to an article or its retraction shall be carried out in the following order:
- the publisher notifies the author of its intention to do so, stating the reasons;
 - the Author is given 10 (ten) business days to make changes, corrections, or provide explanations;
 - if the Author fails to respond, or if the response received does not contain comprehensive information demonstrating that the violations which served as the basis for the Publisher's decision have been resolved or eliminated, the Publisher will make a correction or issue a retraction. The article is not removed from the archive but is marked on the website and in the file with the notation "RETRACTED" along with the date and reason for the retraction. Information regarding this is sent to the databases where the article is hosted. In doing so, the Publisher acts in accordance with the Rules for Retracting Articles from the Journal, drawn up by the Association of Scientific Editors and Publishers (<https://rasep.ru/sovet-po-etike/pravilo-otzyva-retragirovaniya-stati-ot-publikatsii>).

4.6.8. Require the Author to provide any necessary information regarding the Author's material.

4.6.9. Post articles published in the Journal on the website of the Journal.

4.6.10. Post an electronic version of the article in the Scientific Electronic Library (eLIBRARY.ru) and other bibliographic, abstract, and archival databases.

5. ACCEPTANCE OF THE OFFER, CHANGES TO THE TERMS AND CONDITIONS, AND TERMINATION OF THE AGREEMENT

5.1. This Agreement is posted on the Publisher's website at <https://journals.eco-vector.com/2078-1962/> and constitutes an offer (a public offer) by the Publisher to an indefinite group of persons (Authors) to enter into this Agreement, subject to the full and unconditional acceptance of its terms (acceptance) by the Author(s) in accordance with Article 438 of the Civil Code of the Russian Federation.

5.2. The Author accepts the Offer by filling out the appropriate form in the section of the website of Bulletin of Rehabilitation Medicine journal (<https://journals.eco-vector.com/2078-1962/about/submissions>) and submitting the manuscript, which meets the requirements of the Offer and is formatted in accordance with the Guidelines for Authors posted on the website of the Journal on the Internet (<https://journals.eco-vector.com/2078-1962/about/submissions/>).

5.3. Any amendments made by the Publisher to this Agreement shall take effect in 10

(ten) business days after such amendments are made and published on the Publisher's website at <https://journals.eco-vector.com/2078-1962/>. If the Author does not agree with the amendments to the terms of this Agreement, the Author has the right to send the Publisher written notice of withdrawal from this Agreement before the relevant amendments take effect. In the absence of a timely written notice from the Author, the amendments shall be deemed accepted by the Author, and the Agreement shall remain in effect with the amendments made.

5.4. This Agreement can be terminated ahead of schedule in the following circumstances:

- by agreement of the Parties at any time prior to the publication of the Author's material in the Publisher's Journal;

- at the Publisher's discretion, if the Author's material does not meet the requirements of the Journal as set forth in the Guidelines for Authors posted on the website of the Journal (<https://journals.eco-vector.com/2078-1962/about/submissions>), and/or for other reasons cannot be published in the Publisher's Journal. In this case, the Publisher shall send the Author a reasoned rejection to the email address provided as the contact address;

- at the Author's initiative, if, after the Author's manuscript has been approved for publication in the Publisher's Journal, it has not been published within one year of the date the manuscript was submitted. In this case, the Author shall send the Publisher written notice of withdrawal from this Agreement;

- on other grounds provided for by this Agreement or the applicable laws of the Russian Federation.

6. LIABILITY OF THE PARTIES

6.1. The Parties shall be liable for failure to perform or improper performance of their obligations under this Agreement in accordance with the applicable laws of the Russian Federation.

6.2. All information provided by the Author must be complete and accurate. If the Publisher uses inaccurate information received from the Author, the Publisher shall not be liable for any negative consequences resulting from the Author's actions caused by such inaccurate information.

6.3. The Author shall be solely responsible for complying with all applicable laws regarding advertising, intellectual property rights, and consumer protection.

6.4. In the event that claims are made against the Publisher regarding the infringement of third parties' intellectual property rights, the Author undertakes to:

- take steps to resolve disputes with third parties immediately, upon receiving information about a violation of third-party rights;

- compensate the Publisher for any losses incurred by the Publisher as a result of the Author's failure to comply with the warranties provided by the Author under this Agreement.

6.5. The Publisher shall not be liable under this Agreement for:

- any actions that directly or indirectly stem from the Author's actions;

- any losses suffered by the Author, irrespective of whether the Publisher could have anticipated these losses.

6.6. Neither Party shall be liable for the complete or partial failure to perform its obligations if such failure results from circumstances beyond its control, such as fire, flood, earthquake, strikes, and other natural disasters, war and military operations, or other circumstances beyond the control of the Parties that prevent the performance of this Agreement, arising after the conclusion of the Agreement, as well as on other grounds provided for by law.

7. DISPUTE SETTLEMENT PROCEDURE

7.1. Disputes and disagreements shall be resolved by the Parties through negotiation, and

if no agreement is reached, in accordance with the applicable laws of the Russian Federation.

7.2. If no agreement is reached during negotiations, the interested party shall submit a claim in writing, signed by an authorized representative. The claim must be sent by registered mail or delivered to the other Party against a signed receipt.

7.3. The claim must be accompanied by documents substantiating 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 a claim is submitted must review the claim and notify the other Party in writing of the results within 30 (thirty) business days from the date of receipt of the claim.

7.5. In the event of unresolved disputes between the Parties, such disputes shall be resolved in court at the Publisher's place of business in accordance with the applicable laws of the Russian Federation.

8. ANTI-CORRUPTION PROVISION

8.1. In performing their obligations under this Agreement, the Parties, their affiliates, employees, or agents shall not pay, offer to pay, or authorize the payment of any money or valuables, directly or indirectly, to any person for the purpose of influencing that person's actions or decisions in order to obtain any improper advantage or for any other improper purpose.

8.2. In performing their obligations under this Agreement, the Parties, their affiliates, employees, or agents shall not engage in any conduct that is classified under the laws applicable for the purposes of this Agreement as giving or receiving a bribe or commercial bribery, nor shall they engage in any actions that violate the requirements of applicable laws and international instruments on combating the laundering of proceeds derived from criminal activity.

8.3. If either Party suspects that a violation of any provision of this section has occurred or may occur, the relevant Party agrees to notify the other Party in writing. In the written notice, the Party must cite facts or provide evidence that reliably confirms or gives reason to believe that a violation of any provision of this section has occurred or may occur by the counterparty, its affiliates, employees, or intermediaries, manifested in actions classified under applicable law as the giving or receiving of a bribe, commercial bribery, as well as actions that violate the requirements of applicable law and international instruments on combating the laundering of proceeds of crime. Upon written notice, the affected Party shall have the right to suspend the performance of its obligations under this Agreement until it receives confirmation that the violation did not occur or will not occur. Such confirmation must be provided within 10 (ten) business days from the date of the written notice.

8.4. In the event that one of the Parties breaches its obligation to refrain from actions prohibited in this section and/or the other Party fails to receive, within the time period specified in this Agreement, confirmation that the breach has not occurred or will not occur, the other Party shall have the right to terminate this Agreement unilaterally by sending written notice of termination. The Party at whose initiative this Agreement was terminated in accordance with the provisions of this section shall be entitled to claim compensation for actual damages incurred as a result of such termination.

9. OTHER TERMS AND CONDITIONS

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

9.2. Any notices, communications, requests, etc. (except for documents that must be submitted as original copies in accordance with the law) shall be deemed received by the Author if they were sent by the Publisher via the website of the Journal, to the email address specified in the Application, or through other communication channels. The Parties acknowledge the legal validity of notices, communications, requests, etc., transmitted (sent) by the aforementioned means.

9.3. In cases not provided for in this Agreement, the Parties shall be governed by the laws of the Russian Federation.

10. PUBLISHER'S REGISTERED ADDRESS AND DETAILS

NMRC RB FSBI of the Ministry of Health of Russia

Registered and actual address: 32, Novy Arbat, Moscow, 121099

Primary State Registration Number: 1027700102858

Taxpayer reg. No.: 7704040281 Tax Registration Reason Code: 770401001