

The Author's Agreement (Public offer) for publication of materials in the Journal of Innovations in Natural Sciences

The Eurasian Center of Innovative Development DARA, represented by its Executive Director Mrs Zhuldyz Bexeitova, acting in accordance with the Statement (hereinafter – the Publisher), offers to indefinite circle of persons (hereinafter – the Author) to sign the present Agreement (hereinafter – Agreement) on the publication of scientific, educational, methodical materials (hereinafter – the Article) in the journal, on the following conditions.

This Agreement, in accordance with paragraph 5 of the Article 395 of the Civil Code of the Republic of Kazakhstan is a public offer, complete and due to the unconditional acceptance, which, in accordance with article 396 of the Civil Code of the Republic of Kazakhstan, is considered in case of sending by the Author of his material through the special submission form on the website <http://jins.info/> or by any email address mentioned on a domain <http://jins.info/>.

1. The terms used in the Agreement

Author – a private person (persons) whose creative work resulted in the Article.

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

Journal – the "Journal of Innovations in Natural Sciences" (ISSN 2706-994X, E-ISSN 2706-9958), hereafter "the Journal".

Application – the electronic application of the Author to the Publisher to place the Article in the Journal.

Publisher – The Eurasian Center of Innovative Development DARA.

Offer – the present document (Author's proposal) for the publication of the Article.

Publication – the placement of the Article in the Journal.

Editorial Board – the creative team, carrying out issue of the Journal.

Article – a scientific, educational, teaching material (text) submitted by the Author for publication in the Journal.

Service – is a placement (publication) of Articles in the Journal on the basis of the Application of the Author.

2. The subject of the Agreement

2.1. The author, since the date when the Agreement comes into forth, provides the Publisher, free of charge, for the duration of copyright under the current legislation, the exclusive right, in accordance with the paragraph 2 of the article 978 of Civil Code of the Republic of Kazakhstan and the present Agreement for the exclusive use of the Article, created by the Author.

2.2. The use of the Article means:

- reproduction of the Article or its parts in any material form, including on paper and electronic media journals and/or databases of the Publisher and/or other persons at the discretion of the Publisher;
- distribution of the Article or its separate parts in the Journal and/or databases of the Publisher or other persons, according with the decision of the Publisher and/or other persons in the form of independent work worldwide;
- bringing the Article to the public in a way that any person may access the Course from anywhere and at any time at its own choice (making available to the public, including via the Internet);

- give the permission to third parties to use the Article and its separate materials, due to the rights obtained by them by the present Agreement;
- other rights, not directly transferred to the Publisher due to this Agreement, including patent rights to any processes, methods or techniques and so on described by the Author (Coauthors) in the Article, as well as trademark rights. They shall remain after the Author (Compilers) and other rights holders.

2.3. The transfer of rights includes the right to manage the provision of the Articles for use in interaction with computer programs and systems (databases), publications and dissemination in machine-readable format and implementation of search system (database).

2.4. The Publisher, in case of acceptance for publication by the Editorial Board of the Journal, shall publish the Article in the Journal. In case of taking by the Editorial Board of a decision to refuse the Author in publishing the Article in the Journal, this agreement shall terminate. The publisher shall notify the Author, by a contact email provided by the Author (Authors).

2.5. The author guarantees that he has exclusive author's right to the Article and that the Article has not been transferred for reproduction and/or other use.

2.6. The rights transferred by the Author to the Publisher, free of charge, and the publication of the Article in the Journal does not entail any financial payment to the Author.

2.7. The territory on which the rights on the Article may be used is not limited.

3. General terms of providing services

3.1. The Publisher provides services to the Author only under the following conditions:

- The Author provided the materials which meet the requirements of the Offer;
- The Author has accepted the Offer;
- The Author has paid corresponding fees to the Publisher.

3.2. In case if the materials are provided by the Author in violation of the rules and requirements of this Offer, the Publisher is entitled to refuse them.

3.3. The Publisher during the term of duration of this Agreement is not liable for the unauthorized use of data provided by the Author by third parties.

4. The rights and obligations of the Parties

4.1. The Article contains all the applicable copyright laws links to the cited authors and/or publications (materials) that the Author (Coauthors) have obtained all necessary permissions used in the Article results, facts and other borrowed materials, the copyright of which the Author (authors) is(are).

4.2. The article does not contain materials that are not subject to publication in the open press in accordance with the acting legislative acts of the Republic of Kazakhstan and its publication and distribution will not result in disclosure of secret (confidential) information (including state secrets).

4.3. The author undertakes:

- to submit a manuscript in accordance with the requirements of publication for authors published on the Journal's website;
- to inform other co-authors of the terms of this Agreement, and receive the consent of all Coauthors for the conclusion of this Agreement on the terms required by the Agreement;
- to pay all the fees foreseen by the price policy of the Journal according to actual information provided on the Journal's website;

- do not use for commercial or other purposes and in other publications without the consent of the Publisher an electronic copy of the Article prepared by the Publisher.

4.4. In the process of preparing the Article for publication the Author agrees to:

- amend the text of the Article by the revisions specified by the editorial Board of the Journal, and/or, if necessary, at the request of the Publisher to modify the Article;
- read the proof(s) of the Article within the time foreseen by the schedule of the Journal;
- make corrections in the Article at minimum, which are associated with the need to correct mistakes made in the original Article for making factual changes;
- specify, give the link to the Journal Publisher, the number and year of issuance specified in the log when using the Author in the cases specified in clause 4.5. of this Agreement and any other.

4.5. The Author (Authors) may:

- transfer to the colleagues freely a copy of the Article, in whole or in part, for personal or professional use, for promotion of academic or scientific research or for informational purposes of the employer;
- use materials from the published Articles written by the Author (s) in a book or other publications;
- use individual figures or tables and text extracts from the Article for their own purposes of study or for inclusion in other work, or for presentation in electronic format in an internal (protected) computer network or external website of the Author (authors) or his employer;
- include Article materials in the teaching collections for use in the classroom and for the free distribution of materials to the students of the Author (Authors) or save material in electronic format on a local server for access by students, as part of course of study, as well as for internal training programs in the institution of the employer.

4.6. The Publisher agrees:

- to publish an Article on the terms contemplated by this Agreement, in case of a positive result of the internal review and after answers of the Author on the reviewer's comments.

4.7. The publisher has the right:

- To make literary and technical editing of the Article, not changing its fundamental provisions;
- In case of any subsequent permitted use by the Author (Coauthors) (and/or other persons) of the Journal and/or Article (including any separate parts or fragment of it), to require specified persons reference to the Journal, the Publisher, the Author (Authors) or other copyright holders, Article title, Journal number and the year of publication specified in the Journal;
- To place in the media and other information sources promotional information about the forthcoming publication of the Article;
- To set rules (conditions) for the acceptance and publication of the Journal. The Editorial Board of the Journal has the exclusive right of selection and/or rejection of material submitted to the Journal for publication. The manuscript (material carrier) sent by the Author (Coauthors) to the Journal cannot be returned. The Editor's Board in case of rejection of the Article does not make negotiations with the Author;
- To temporarily terminate the provision to the Author of services due to the Agreement for technical, technological or other reasons, which prevent rendering the services at the period of withdrawal of such reasons;

- To suspend of the provision of services under the Agreement in unilateral extrajudicial order is made in the following cases:

a) if the Article does not match the scope of the Journal (or any part of it) or the material presented is insufficient to self-publish, or the preparation of the manuscript did not meet the requirements;

b) in case of violation by the Author of other obligations accepted in accordance with the requirements of the Offer.

- To amend the Offer in accordance with the Offer order.

- To post Articles published in the Journal, on the Internet, including those translated into other languages.

4.8. In all the other cases, not specified and not provided by this Agreement, the Parties shall be guided by the current legislation of the Republic of Kazakhstan.

5. The acceptance of the Offer and conclusion of Contract

5.1. This Agreement shall enter into force from the moment of its conclusion, when the Author makes the Acceptance of the Offer by sending a Request via a special form on the website <http://jins.info/> or any other electronic address mentioned or specified for the domain <http://jins.info/> and conclude for an indefinite period.

5.2. The acceptance of the Offer by the Author creates a Contract, concluded in oral form (the article 396 of the Civil Code of the Republic of Kazakhstan) on the terms of the Offer.

5.3. The agreement shall enter into force from the moment of acceptance of the Offer by the Author and works:

a) prior to execution by the Publisher of the obligations to provide the services;

b) prior to the date of termination of the Contract.

6. The procedure for amendment and termination of the Contract

6.1. The publisher is entitled to unilaterally change the terms of this Agreement in advance, not less than ten (10) calendar days prior to the entry into force of the relevant changes, notifying the Author via the web server of the Publisher <http://jins.info/> or by sending notice via email to the email address of the Author indicated in the Request of the Author. The changes will take effect from the date specified in the relevant notice.

6.2. In case of disagreement of the Author with the changes to the terms of this Agreement in accordance with paragraph 6.1. of this Agreement, the Author may send to the Publisher a written notice of waiver of this Agreement prior to the entry into force of the relevant changes. In the absence of a written notice from the Author until the entry into force of the amendments to the Agreement, the changes shall be deemed accepted by the Author, and the Contract remains in force as amended.

6.3. This Agreement may be terminated earlier:

- by agreement of the Parties at any time;

- on other grounds provided by this Agreement.

6.4. The author has the right to unilaterally withdraw from execution of this Agreement by giving the Publisher a written notice not less than 15 (fifteen) calendar days before the intended date of termination of the Agreement.

6.5. The termination of the term of the Agreement for any reason shall not relieve the Parties from liability for breach of Agreement arising during its term.

7. Responsibility

7.1. For non-performance or improper performance of its obligations under the Agreement, the Parties bear responsibility in accordance with the current legislation of the Republic of Kazakhstan.

7.2. All information provided by the Author should be credible. The author is responsible for the accuracy and completeness of the transmitted to the Publisher information. When using the inaccurate information received from the Author, the Publisher is not responsible for the negative consequences caused by his actions on the basis of false information.

7.3. The author bears full responsibility for the compliance of the requirements of the legislation on advertising, on protection of copyright and related rights, protection of trademarks and service marks, the protection of the rights of consumers.

7.4. The publisher is not responsible under the Contract for:

- a) any action which is a direct or indirect result of the actions of the Author;
- b) the content of published Articles;
- c) any loss of the Author regardless of, could the Publisher to foresee the possibility of such damages or not.

7.5. Consistently with the above, the Publisher shall be released from liability for violation of the terms of the Agreement, if such violation 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 without limitation, which may affect the performance of the Contract by the Publisher.

8. Dispute resolution

8.1. Disputes and disagreements will be resolved by the Parties through negotiations and if no agreement is reached, in accordance with the current legislation of the Republic of Kazakhstan.

8.2. In case of the unresolved disputes between the Parties, disputes shall be resolved in court at the location of the Publisher, in accordance with the current legislation of the Republic of Kazakhstan.

9. Other conditions

9.1. The text of this Agreement is available on the website of the Publisher at the following address on the Internet: http://jins.info/public_offer_agreement.

9.2. Any notices, communications, requests, etc. (with the exception of the documents that must be sent in the form of genuine originals, in accordance with the legislation of the Republic of Kazakhstan) shall be deemed received by the Author, if they were transferred (sent) through the Publisher's web server (including by publishing), Fax, e-mail, specified in the Application and other communication channels. The parties acknowledge legal force of notifications, messages, requests, etc., transferred (directed) in the specified ways.

9.3. In case of submission to the Publisher of the requirements related to the violation of exclusive copyright and other intellectual property rights of third parties when creating Articles, or in connection with the conclusion by the Author (Coauthor) of this Agreement, the Author undertakes to:

- immediately after the receipt of the notification of the Publisher, take measures for the settlement of disputes with third parties, if necessary, to engage in the judicial process at the Publisher and take all reasonable action from him to avoid the Publisher as a defendant;
- to reimburse to the Publisher the incurred costs, expenses and losses caused by the application of measures of providing the claim and the execution of the judgment and paid

to a third party the amounts for violation of exclusive copyright and other intellectual property rights, and other damages incurred by Publisher in connection with the failure by the Author (Coauthors) guarantees provided by them under this Agreement.

9.4. If the Author is a private person, in accordance with the article 7 of the Law of the Republic of Kazakhstan "On personal data and it's protection" № 94-V of 21 May 2013, the period from the date of coming into forth until the termination of the obligations of the Parties under this Agreement, the Author agrees to the processing by the Publisher of the following personal data of the Author: surname, name, fathers name, academic degree, academic rank, place of work, the title of the institution, position, place of study, address of location of the educational institution, student status (student, graduate, etc.); postal address for the correspondence, telephone number at the place of work; telephone number for the place of study; phone number: home, mobile, and e-mail for the communication with the editorial office, e-mail for the publication in the Journal.

9.5. The publisher is entitled to make processing of these personal data for the purposes of this Agreement, including the executing the information service of the Author. By the processing of personal data it is meant the actions (operations) with personal data including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer to third parties), depersonalization, blocking and destruction of personal data.

9.6. The author has the right to withdraw his consent to the processing of personal data, by sending the Publisher a notification in cases provided by the legislation of the Republic of Kazakhstan. Upon receipt of such a notice the Publisher may terminate the provision of the services.

PUBLISHER

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