

COPYRIGHT AGREEMENT (PUBLIC OFFER)
for the publication of copyright materials
in the scientific journal "Music in the System of
Culture: Scientific Bulletin of the Ural Conservatory"

Ural State Conservatory named after M. P. Mussorgsky (hereinafter referred to as the Publisher) invites an indefinite range of persons (hereinafter referred to as the Author or Authors) to conclude this Copyright Agreement (hereinafter referred to as the Agreement) on the publication of scientific, scientific-practical and methodological materials (hereinafter referred to as the Authorship Materials) in the journal "Music in the System of Culture: Scientific Bulletin of the Ural Conservatory" (hereinafter - the Journal) on the following conditions.

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

This Agreement in accordance with paragraph 2 of Art. 437 of the Civil Code of the Russian Federation is a public offer, the full and unconditional acceptance (acceptance) of which, in accordance with Art. 438 of the Civil Code of the Russian Federation, shall be the transfer by the Author of his materials to the Publisher.

1. CONCEPTS USED IN THE CONTRACT

Author - an individual (individuals), which creative work composed the Author's Material.

Author's material - a creation, scientific, scientific-practical, methodological material presented by the Author for publication in the journal.

Offer Acceptance - full and unconditional acceptance of the Offer.

Journal - scientific journal "Music in the System of Culture: Scientific Bulletin of the Ural Conservatory".

Publisher - Ural State Conservatory named after M. P. Mussorgsky: 620014, 26 Lenin Ave., Yekaterinburg

Offer - this Agreement (a proposal to the Author for the publication of the Author's material), posted on the official website of the Journal at: nvuc.ru

Publication - publication of the Author's material in the Journal of the Publisher.

The Editors of the Journal is a creative team that prepares and publishes the Journal.

Requirements for the design of articles - the conditions of publication, the rules for the design and submission of the Author's materials to the journal, posted on the official website of the Journal on the Internet at: nvuc.ru

Parties - the Author and the Publisher when jointly mentioned.

Service - publication of the Author's material in the Journal.

2. SUBJECT OF THE AGREEMENT

2.1. The Author grants the Publisher, free of charge, for the duration of the copyright provided for by the current legislation of the Russian Federation, an exclusive right in accordance with paragraph 2 of Art. 1270 of the Civil Code of the Russian Federation and this Agreement for the use of the Author's material created by the Author for publication in the scientific journal "Music in the System of Culture: Scientific Bulletin of the Ural Conservatory".

2.2. The rights to use the Author's material transferred under this Agreement include:

- reproduction of the Author's material in any material form, including on paper and electronic media, in the Journal and / or databases of the Publisher and / or third parties at the discretion of the Publisher, in accordance with the agreements concluded by the Publisher;
- distribution of the Author's material as part of the Journal and / or databases of the Publisher and / or third parties at the discretion of the Publisher;
- bringing the Author's Material to the public in such a way that any person can get access to the Author's Material from any place and at any time at his own choice (including via the Internet);
- granting permission to use the Author's material obtained under this Agreement and transferring rights to third parties at the discretion of the Publisher;
- translation of the Author's material into foreign languages and the use of the translated Author's material in the indicated ways.

2.3. The territory where the use of the rights to the Author's Material shall be allowed is not limited.

2.4. The validity of this Agreement begins from the moment the Author sends the Author's Material to the Journal.

2.5. The Author transfers the Rights to use the Author's Material to the Publisher free of charge.

2.6. If the Publisher decides to refuse publishing the Author's Material in the Journal, this Agreement shall cease to be in force. The decision to refuse publication shall be sent to the Author at the email address specified in the Application.

2.7. The Publisher undertakes to provide the Author with Services related to the publication of the Author's Material in the Journal during the term of the Agreement.

3. MANDATORY TERMS OF SERVICE PROVISION

3.1. The Author provides the Author's materials that meet the requirements of the Offer and are designed in accordance with the Requirements for the design of articles posted on the official website of the Journal on the Internet at: <https://nvuc.ru>

3.2. The Author carries out the Acceptance (full and unconditional acceptance) of the Offer.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Author guarantees:

- 1) The Author has exclusive rights to the Author's Material;
- 2) The copyright material has not been previously transferred to any party for reproduction or other use;
- 3) If the Author's material is written jointly with co-authors or the translation of the copyright material is made jointly with co-authors, the Author guarantees that he has informed them about the terms of this Agreement and received their written permission to sign on their behalf;
- 4) The Author's material provided under this Agreement does not violate the rights of third parties. It contains all references to the cited authors and / or publications (materials) provided for by the current copyright law (If the Author's material includes excerpts from works or there are references to works (translations) protected by copyright and owned by a third party, then the Author must obtain written permission of the copyright holders for all use and make reference to the original source);
- 5) The Author has received all the necessary permissions for the results, facts and other borrowed materials (including, without limitation, copyright), the copyright holder of which is not the Author;
- 6) The Author's material does not contain information that is not subject to publication in the open press, in accordance with the current legislative acts of the Russian Federation, and, in particular, its publication and distribution will not lead to the disclosure of secret (confidential) information (state secrets included).

4.2. The Author undertakes:

- 1) to provide the Author's material, drawn up in accordance with the Requirements for the design of articles posted on the official website of the Journal: <https://nvuc.ru>
- 2) to inform other co-authors about the terms of this Agreement and obtain the consent of all co-authors to conclude it on the terms provided for in this Agreement.
- 3) not to use for commercial purposes and in other publications without the consent of the Publisher, an electronic copy of the Author's materials prepared by the Publisher.
- 4) to comply with the following ethical principles:
 - The Author (or a team of authors) bears the initial responsibility for the novelty and reliability of the Author's Material provided;
 - The Author must not submit to the Journal any Authors' material that was sent to another journal (publisher) and / or is being considered for publication in another journal or book (publisher) and also the Author's material already published in another journal or book (publisher);
 - The Author should not re-submit the Author's material devoted to the same research, as the original. If elements of the Author's material were previously published, the Author is obliged to refer to such a publication and indicate a significant difference between the new Author's material and the previously published one. Also, the Author is obliged to identify the connection of the new Author's material with the conclusions of the previous one. Verbatim copying or paraphrasing of previous Copyright Materials is not allowed;
 - borrowed fragments or statements must be arranged with the obligatory indication of the original source. Excessive borrowing, plagiarism in any form (unformed quotations, paraphrasing or appropriation of rights to the results of someone else's research) are unacceptable;
 - all persons who have made a significant contribution to the preparation and writing of the Author's materials must be indicated as co-authors of the Author's Materials. All co-authors must approve the final version of the Author's Material and agree with its publication;
 - The Author (Authors) is responsible for the accuracy of the information provided, the absence of data not subject to open publication, the accuracy and completeness of information on the cited literature. The Author guarantees the editorial office compensation for damages in case of revealing such violations;
 - The Author must disclose in the Author's Material significant conflicts of interest that may have influenced the results or conclusions presented in the Author's Material. The Author must also list all sources of funding for the preparation and writing of the Author's Material;

- if the Author discovers significant errors or inaccuracies in the Author's material at the stage of consideration or after publication, he must immediately notify the Publisher of this;
- during writing of the Author's material and during interacting with the Publisher (Editorial Board), the Author must rely on the Requirements for the design of articles posted on the official website of the Journal on the Internet at: <https://nvuc.ru>

4.3. The Author has the right to:

- 1) transfer to third parties free of charge a copy of the Author's Material in whole or in part for their personal or professional use, for the promotion of academic or scientific research, for educational and / or informational purposes of the employer;
- 2) use materials from the published Author's Material during writing the book;
- 3) use individual figures or tables and excerpts of text for their own educational purposes or to include them in other materials, for submission in electronic format on the internal (secure) computer network or the website of the Author or his employer after the publication of the full text of the article on the official website of the Journal;
- 4) include the Author's material in educational collections for use in the classroom, for the free distribution of the material to the students of the Author, or save the material in electronic format on a local server for students to access as part of the training course and also for internal training programs at the employer's institution;
- 5) for any subsequent permitted use of the published Author's material (including any of its separate parts, fragments), it is necessary to indicate a link that includes a full bibliographic description of the published material: Author (Authors), article title, Journal, year of publication, Journal number, page numbers.

4.4. The Publisher undertakes to:

- 1) publish the article (Author's materials) in accordance with the terms of this Agreement in the presence of a positive result of the review and removal of the reviewers' comments by the Author.

4.5. The Publisher has the right to:

- 1) carry out scientific, literary and technical editing of the Author's material, which does not change its fundamental provisions;
- 2) carry out an examination and review of the received Author's material and offer the Author to make the necessary changes, without which the material will not be published;
- 3) translate the Author's material into any languages;
- 4) establish the rules (conditions) for the acceptance and publication of Author's materials. The Publisher owns the exclusive rights to select and / or reject Author's materials submitted for publication. The Publisher does not enter into

correspondence with authors regarding the rejection of Author's materials;

- 5) reject the publication of the Author's Material if it does not meet the requirements of the Publisher, in accordance with Art. 42 of the Law of the Russian Federation "On the Mass Media". No one has the right to oblige the Editorial Board (Publisher) to publish the Author's material rejected by it, unless otherwise provided by law;
- 6) The Publisher has the right, at its discretion, without any agreement with the Author, to conclude contracts and agreements with third parties;
- 7) unilaterally change the terms of this Agreement and correct its provisions by publishing notifications of changes on the official website of the Journal:
<https://nvuc.ru>

5. PROCEDURE FOR CONCLUDING AN AGREEMENT AND CHANGING ITS TERMS

5.1. This Agreement is posted on the official website of the Journal on the Internet at: <https://nvuc.ru> and is an Offer (Public Offer) of the Publisher to an indefinite range of persons (Authors) to conclude this Agreement with full and unconditional acceptance of its terms (acceptance) by the Author (Authors), in accordance with Art. 438 of the Civil Code of the Russian Federation.

5.2. The conclusion of the Agreement by the Author, that is, the full and unconditional acceptance by the Author of the terms of the Agreement, is the execution by the Author of any of the following actions:

- 1) the implementation by the Author of the transfer of the Author's material to the Publisher via electronic communication channels, and the registration by the Publisher of the Author's material received at the address of the Publisher;
- 2) revision by the Author of the Author's material at the suggestion of the Editorial Board and transferring the revised Author's material to the Publisher for publication in the Publisher's Journal.

5.3. The conclusion of the Agreement on the part of the Publisher is the registration of the Author's material on the official website of the Journal (Publisher) and sending the Author a message from the Editors to the email address specified by the Author as a contact.

5.4. This Agreement may be terminated in the following cases:

- 1) by agreement of the Parties at any time before the publication of the Author's Material in the Publisher's Journal;
 - 2) on the initiative of the Publisher, in case if the Author's material does not meet the requirements of the Publisher set forth in the Requirements for the design of articles posted on the official website of the Journal on the Internet: <https://nvuc.ru>, and / or for other reasons cannot be published in the Journal of the Publisher. In this case, the Publisher sends the Author to the e-mail address indicated by the Author as a contact, a reasoned refusal;
 - 3) on the initiative of the Author, if, after the approval of the Author's material for publication in the Publisher's Journal, the material has not been published within one year. In this case, the Author must send the Publisher a written notice of withdrawal from this Agreement;
 - 4) on other grounds provided for by the current legislation of the Russian Federation.
- 5.5. All changes made by the Publisher to this Agreement come into force 14 (Fourteen) calendar days after the introduction of such changes and the publication on the official website of the Journal on the Internet: <https://nvuc.ru> of information on the changes made to the Agreement. If the Author disagrees with the changes in the terms of this Agreement, the Author has the right to send the Publisher a written notice of cancellation of this Agreement before the relevant changes come into force. In the absence of a written notification from the Author before the entry into force of the changes to the Agreement, the changes shall be considered accepted by the Author, and the Agreement continues to operate with the changes made.

6. LIABILITY OF THE PARTIES

6.1. For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

6.2. All information provided by the Author must be complete and accurate. When using inaccurate information received from the Author, the Publisher is not responsible for the negative consequences caused by the actions of the Author based on the inaccurate information presented.

6.3. The Author is solely responsible for compliance with the requirements of legislation on advertising, protection of copyright and related rights, protection of

trademarks and service marks, and protection of consumer rights. In the case of a claim against the Publisher related to the violation of 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) reimburse the Publisher for legal costs and losses caused by the application of measures to secure a claim and enforcement of a court decision, as well as other losses incurred by the Publisher in connection with the failure of the Author to comply with the guarantees provided by him 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 actions of the Author;
- 2) any losses to the Author, regardless of whether the Publisher could foresee the possibility of such losses or not.

6.5. Unauthorized use of data provided by the Author to third parties. The Publisher shall be released from liability for violation of the terms of this Agreement, if such violation is caused by force majeure circumstances (force majeure), including: actions of state authorities (among them, the adoption of legal acts), fire, flood, earthquake, other natural disasters, power network and / or computer network failures, strikes, pandemic; civil unrest, riots, any other circumstances that may affect the execution of the Agreement by the Publisher.

7. SETTLEMENT OF DISPUTES

7.1. Disputes and disagreements shall be resolved by the Parties through negotiations, and if no consent is reached, in accordance with the current legislation of the Russian Federation.

7.2. If there are unresolved disagreements between the Parties, disputes shall be resolved in court at the location of the Publisher, in accordance with the current legislation of the Russian Federation.

8. OTHER CONDITIONS

8.1. If the Author is an individual, then in accordance with Art. 6 of the Federal Law "On Personal Data" No. 152-FZ dated July 27, 2006, from the moment the Author's material is sent to the Publisher and until the termination of the Parties' obligations 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. The processing of personal data means actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer to third parties, in accordance with clause 4.5),

depersonalization (for reviewing), blocking and destruction of personal data.

8.2. The text of this Agreement (Public Offer) shall be posted on the official website of the Journal on the Internet at: <https://nvuc.ru>