

COPYRIGHT TRANSFER AGREEMENT No_____

Kyiv

«___» _____20___.

The State Institution National Antarctic Scientific Center represented by the Director Evgen Dykyi acting pursuant to the Articles of Association and being a co-founder and publisher of the professional edition Ukrainian Antarctic journal ISSN 1727-7485 (Print) ISSN 2415-3087 (Online) (hereinafter the Journal) in compliance with “The Agreement on the Establishment and Activity of the Print Media of November 17, 2014” and Article 7 of the Law of Ukraine “About Print Media (the press) in Ukraine (hereinafter **the Publisher**), on the one hand, and the author (co-authors)_____name and surname (hereinafter **the Author**), on the other hand (hereinafter collectively referred to as **the Parties**, separately – **a Party**), have concluded the Agreement as follows:

1. Subject of the Agreement

1.1. From the moment of entry into force of this Agreement, **the Author** transfers to the **Publisher** exclusive property rights to use a written work (scientific, technical or other nature) created by **the Author** (hereinafter the Work) free of charge for the period of duration of copyright stipulated by the legislation of Ukraine._____

_____ (name of the Work, type of the Work and other information to identify the Work) presented _____ language subject to the conditions specified in this Agreement.

1.2. copy of a Work accepted for publication is an integral part of this Agreement

2. Rights transferred to the Publisher

2.1. In accordance with the legislation of Ukraine and the terms of this Agreement, the exclusive property rights to use the Work mean:

2.1.1. publication of the Work in the Journal in the original language or translated into the language of publication;

2.1.2. distribution of the Work as an integral part of the Journal (in electronic and paper form) in the territory of Ukraine and other countries by subscription, sale, free transmission of the Journal;

2.1.3. reproduction of the Work or its part in any way and in any form, including on paper and electronic media in the Journal and / or databases of the **Publisher** and / or other persons, at the discretion of the **Publisher**;

2.1.4. translation of the Work, if it is presented in a language other than the language of publication;

2.1.5. distribution of the Work or its part in the Journal and / or databases of the **Publisher** or other persons, at the **Publisher's** discretion, or in the form of an independent work throughout the world;

2.1.6. posting of the Work or its part in the Internet, publication in other editions, including foreign, inclusion of the Work or its parts in collections, databases, anthologies, encyclopedias, etc.;

2.1.7. transfer of the rights acquired under this Agreement to third parties (granting permission to use the Work or its individual parts);

2.1.8. modification of the form of representation of the Work for its use in interaction with computer programs and systems for the purpose of reproduction, publication and distribution in machine-readable format and introduction into search systems (databases);

2.1.9. use of the Work's data through distribution, bringing to the public, processing and systematization;

2.2. The **Author** or other legal owner retains property rights to patents for invention, utility model or industrial design, trademark rights, any processes, substances and materials, etc. described in the Work.

2.2.1. All copies of the Work, both paper and electronic, should contain information about **the Publisher's** copyright and a complete bibliographic reference to the Work.

3. **Territory of use of transferred rights**

The **Author** gives **the Publisher** the right to use the Work in the ways specified in this Agreement on the territory of Ukraine and around the world.

4. **Duration of the Agreement**

4.1. This Agreement shall enter into force at the moment of its signing and shall be valid for the period specified in clause 1.1 of this Agreement.

4.2. If the Work has not been accepted for publication by the Editorial Board of the Journal within 180 days from the moment of conclusion of the Agreement (the **Author** is notified of this by means of communication specified in the Agreement) or the **Author** withdraws the manuscript of the Work at the decision-making stage, the Agreement shall be terminated and the copyright shall be returned to the **Author**.

5. **Author's guarantees**

5.1. The Author guarantees that:

5.1.1. he (she) is the **Author (Co-author)** of the Work;

5.1.2. the work is original and has not been submitted for consideration to another scientific edition;

5.1.3. all personal non-property rights to the Work belong to the **Author**;

5.1.4. in case of creation of the Work as an official one, the **Author** has received all necessary permissions for the transfer of rights under this Agreement;

5.1.5. the **Author** informed all co-authors about the terms of this Agreement and received consent to conclude this Agreement;

5.1.6. this Work has not been previously published and by the time it is published by the **Publisher** it will not be published by another person;

5.1.7. the **Author** has not transferred the right to publish the Work to another person;

5.1.8. the use of exclusive property rights transferred under this Agreement will not violate the rights of third parties and will not lead to the disclosure of classified or confidential information;

5.1.9. if the **Author** uses materials of other persons, citing to the extent justified by a scientific, informational or critical nature, the work contains all references to the cited authors and / or publications (materials) provided for by the current copyright law;

5.1.10. the **Author** did not violate the intellectual property rights of other persons, received all the necessary permissions in case of using drawings, illustrations, maps, plans, sketches, tables and other copyright objects in the Work.

6. Duties and rights of the Author

6.1. The Author is obliged:

6.1.1. to submit a Work in accordance with the Rules for Authors published on the Journal's website;

6.1.2. to provide the Publisher with contact details of all co-authors, if the work is created in co-authorship;

6.1.3. in the process of preparing the Work for publication, to make corrections to the text of the Work indicated by the reviewers and adopted by the Editorial Board of the journal; if necessary, at the request of the Publisher, to finalize the Work within the time period specified by the Publisher;

6.1.4. to list known and potential sources of conflict of interest in the manuscript of the Work; in case of their absence, indicate this in the appropriate form presented in the Rules for Authors;

6.1.5. if the Work indicates the use of animals or humans as objects of research, the Author is obliged to report on compliance with international and national legislative norms and research standards or provide references to the expert opinion of the Bioethics Commission;

6.1.6. in case of bringing to the **Publisher** claims related to infringement of the exclusive copyright and other intellectual property rights of third parties in connection with the use by the Publisher of the copyrights transferred under this Agreement, the **Author**, upon receipt of a notification from the **Publisher** about this, is obligated immediately to take measures to settle disputes with third parties, to compensate the **Publisher** legal costs, expenses and losses incurred as a result of the **Author's** non-compliance with the guarantees provided under this Agreement.

6.2. Author has the right:

6.2.1. to make copies, including electronic ones, for personal use or for transferring to the **Author's** colleagues for personal or professional use, for carrying out scientific research, for educational purposes or for informational purposes of the **Author's** employer (provided that these copies are not used for sale or system distribution);

6.1.2. to use the published work in whole or in part in reviews, dissertations, books, lectures of the **Author** (bibliographic reference to the work or part of the work published in the Journal and a hyperlink to its electronic copy posted on the Journal website are mandatory);

6.1.3. to use the original illustrations used in the Work (figures, tables, etc.) in his (her) further publications, lectures, public speeches, and for educational purposes.

7. Duties and Rights of the Publisher

7.1. The Publisher shall:

7.1.1. publish the Work within the time period specified by the **Publisher** and after publication provide the **Author** with an electronic version of the Work at the email address specified in this Agreement;

7.1.2. when using the Work, indicate the name of the **Author**;

7.1.3. provide the international standard of printing services in the production of the paper version of the Journal and the distribution of the Work as part of the Journal in accordance with the orders received.

7.2. The Publisher has the right:

7.2.1. to establish the rules for receiving and publishing materials of the Journal and publish them on the Journal's website;

7.2.2. to receive confirmation from all co-authors of co-authorship and consent to the transfer of copyright under this Agreement if the rights to the Work created in co-authorship are transferred by one of the co-authors;

7.2.3. the editorial board of the Journal has the exclusive right to accept or reject the work submitted for publication. The work submitted to the editorial office for publication is non-refundable. Correspondence on rejection of the Work by the Editorial Board of the Journal is not maintained.

8. Responsibility of the parties

8.1. The parties are liable for the failure or improper performance of the obligations under this Agreement provided for by the current legislation of Ukraine and this Agreement.

8.2. All disputes under this Agreement are settled through negotiations, and if this is not possible - judicially in accordance with the current legislation of Ukraine.

9. Other provisions

9.1. The **Author**, solely for the purpose of fulfilling this Agreement, gives consent to the collection and processing of the **Author's** personal data in accordance with the Law of Ukraine "On the Protection of Personal Data".

9.2. This Agreement is made in duplicate in Ukrainian and English, the texts of which are authentic, one for each of the parties. In case of disagreement, preference is given to the text in Ukrainian.

9.3. The **Parties** agreed that prior to receiving paper originals electronic copies of documents are valid and have equal legal force with the originals.

9.4. The **Parties** shall be governed by the laws of Ukraine for matters not provided for in this Agreement.

Location, bank details and signatures of the parties

The Parties are obliged to notify each other within 3 days of any changes to the data specified in this paragraph.

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