

AGREEMENT ON THE TRANSFER OF NON-EXCLUSIVE PROPERTY RIGHT FOR SCIENTIFIC WORK USING

Kyiv

" __ " _____ 201__

Author (co-authors):

(author's (all co-authors') full name(s))

hereinafter referred to as "the Author" or "Co- Authors", on the one hand, and "KROK" University (hereinafter "the Publisher") represented by Vice-Rector for Scientific Work **Iryna Mihus**, acting under the Power of Attorney № 259 of August 28, 2018, on the other hand, entered into this Agreement upon the following:

1. Subject of the Agreement

1.1. In accordance with the terms and conditions determined by this Agreement, the Author (Co-authors) transfers/transfer the Publisher non-exclusive property right to use the scientific work created by the Author (Co-authors), composition and name of which is reflected in clause 1.2 of this Agreement, free of charge for the period of validity of the copyright provided by the current legislation of Ukraine.

1.2. The scientific work is:

_____ (hereinafter – the Article).

1.3. By using the Article it is meant:

1.3.1. the reproduction by the Publisher of the Article or its' particular part in Ukrainian, Russian or English in any material form, including paper and/or electronic media in the periodical professional issue (hereinafter - the Journal) or collection, or databases, including electronic one, the Publisher, or other person, and as well as in the form of a separate work.

1.3.2. distribution of the Article or its' particular part in any media in Ukrainian, Russian or English worldwide in a form of a separate work and/or in the Journal (s), collections (s) and / or databases, including electronic ones, the Publisher, or other persons, in particular in international scientometric databases at the discretion of the Publisher;

1.3.3. bringing the Article or its' particular part to public in such a way that any person may have access to the Article from any place and at any time out of their preference (bringing to the public, including through the Internet);

1.3.4. sublicensing (giving permissions for the use of the Article and its' particular materials), of the received rights under this Agreement to third parties;

1.3.5. processing of the provided form of the Article for its use in interaction with computer programs and systems (databases), publication and distribution in computer-readable format and introduction into search systems (databases).

1.4. Other rights, which are not expressly transferred to the Publisher under this Agreement , including patent rights for any processes, means or methods and others described by the Author (Co-authors) in the Article, as well as the rights for the trademarks, are kept by the Author (Co-authors), and other copyright holders.

2. The Author (Co-authors) guarantees/guarantee that:

2.1. The Author (co-authors) is/are the actual copyright holder (s) of the exclusive rights for the Article; the rights given to the Publisher under this Agreement have not been transferred by them before and will not be transferred to third parties in the future in accordance with the terms of an exclusive license;

2.2. The Article is an original work and has not been previously published in other printed and / or electronic issues in accordance with the terms of an exclusive license, and also that the Article was not created in the order of their fulfillment of the employer's task and is not a "custom" or an official work;

2.3. The Article contains all the applicable copyright law references to the cited authors and the source of the publication of the borrowed materials that the Author (Co-authors) obtained all the necessary

permissions for the results, facts and other borrowed materials used in the Article, in which the Author (Co-authors) is/are not the copyright holder (s);

2.4. The article does not contain materials that are not the subject for publication in the open press in accordance with the current legislation of Ukraine and its' publication and / or dissemination (distribution) by the Publisher will not lead to the disclosure of secret (confidential) information (including state, official secret, etc.).

3. Rights and obligations of the Author (Co-authors)

3.1. The Author (Co-authors) is/ are obligated:

3.1.1. To provide Publisher's Authorized Representative * with:

- manuscript of the Article and abstract of the Article in a printed form;
- electronic version of the Article and abstract of the Article;
- the original review of the Article or an extract from the minute of the meeting of the department on the recommendation of the Article to be published (if necessary);
- information about the Author (Co-authors) of the Article;
- two copies of this Agreement, signed by the Author (Co-authors);
- written permission to use personal data, signed by the Author (Co-authors);
- a receipt for the payment of the cost of publication of the Article (if necessary).

The date of receipt of the materials by the editorial staff is the date of transferring the rights that is the subject of this Agreement. The date of receipt of the materials is the date of receipt of the last document from the list, defined in clause 3.1.1. by the editorial staff.

3.1.2. In the process of preparation for the publication of the Article:

- to follow the Publisher's requirements in terms of the materials submitted for publication of the Article;
- to make amendments in the text, pointed to by reviewers and accepted by the Publisher and / or, if necessary, at the Publisher's request to finalize the Article within the terms agreed upon separately.

3.1.3. Not to publish the Article in other printed and / or electronic publications in Ukrainian, Russian or English and not to distribute it under the terms of an exclusive license.

3.1.4. To compensate the Publisher editorial and publishing expenses occurred in connection with the publication of the Article - in the amount specified by the Publisher.

3.2. The Author (Co-authors) has/have the right:

3.2.1. To receive information from the Publisher about the timing of publication of the Journal (a collection, a separate work), in which the Article is placed.

3.2.2. To use the additional services provided by the editorial staff to prepare materials for publication.

4. The Publisher guarantees:

4.1. the authorized standard of printing works;

4.2. following personal non-proprietary and other rights of the Author (Co-authors) in the process of publication of the Article.

5. The Publisher is obliged:

5.1. To provide high-quality scientific, literary and artistic-technical editing, production and / or processing of illustrative material of the Article, production of paper and electronic original-layout, reproduction and distribution of the Article in paper and / or electronic form in accordance with the terms of this Agreement and the schedule for the publication of the Journal.

5.2. To provide the Author (Co-authors) with an edited article layout – upon the request.

5.3. In case if the Article was not recommended for publication according to the results of scientific editing, return money paid in accordance with clause 3.1.4 of the Agreement for publication (s) - in the amount reduced by 10 (ten) percent of the paid sum.

6. The Publisher has the right:

6.1. To establish rules (conditions) for the acceptance and publication of materials in the Journal (collection).

* All materials provided to the Publisher are made in accordance with the requirements set forth by the Publisher, which are placed on the Publisher's official website.

6.2. To select and / or reject the materials provided by the Author (Co-authors) for the purpose of their publication. In this case, the Publisher does not enter into correspondence with the Author (Co-authors) on the issues (motives) of the rejection of the Article and does not provide a review or an explanation of this.

6.3. Without an additional agreement with the Author (Co-authors), to make amendments to the Article related to the implementation of scientific, literary and artistic and technical editing.

6.4. To use the Article at their own discretion in any manner, within the limits of this Agreement as well as at their discretion to place preliminary and (or) advertising information about the forthcoming publication of the Article in the media and other information sources (including the Internet).

6.5. To store and process the following personal data of the Author (Co-Authors) without time limits:

- full name;
- date of birth;
- information about education, academic status and degree;
- information about the place of work and position;
- information about the publication of scientific and other works.

Personal data may, to a certain extent, be included in the Publisher's statistical and analytical reports.

7. Settlement of disputes

7.1. All disputes arising out of or related to this Agreement shall be resolved through negotiations between the Parties.

7.2. If the relevant dispute cannot be resolved by negotiations, it shall be resolved in judicial order according to the established subordination and jurisdiction of such dispute in accordance with the current legislation of Ukraine.

7.3. In case, third parties submit to the Publisher claims (complaints, actions) related to violation of exclusive copyright and / or other intellectual property rights of third parties when using the Publisher's Article or in connection with the conclusion by the Author (Co-authors) of this Agreement, the Author undertakes:

- immediately, after receiving the message from the Publisher, to take measures to resolve disputes with third parties, if necessary, to enter into a trial on the part of the Publisher and to take all actions dependent on him to exclude the Publisher from among the defendants;

- to indemnify the Publisher costs, expenses and damages caused by the application of the measures to secure the claim and execution of the judgment, the fees paid by the Publisher to a third party for the violation of exclusive copyright and other intellectual property rights, as well as other losses incurred by the Publisher in connection with non-compliance with the guarantees of the Author (Co-authors) given to him under this Agreement.

8. Effect of the Agreement

8.1. This Agreement enters into force from the moment of its signing by the Parties and operates within the period defined in clause 1.1 of this Agreement. In the case of the Publisher's rejection of materials submitted by the Author (Co-authors), this Agreement shall be terminated at the moment of the Authors' (Co-authors') message about such a decision.

8.2. After the transfer of the Article to the Publisher, the Author (Co-authors) may refuse from the decision to publish (reproduce) the Article only in agreement with the Publisher about the issue of reimbursement to the Publisher the losses, caused by such a decision.

8.3. Amendments to this Agreement may be made only by agreement of the Parties, which is issued by an additional agreement to this Agreement.

9. Final provisions

9.1. This Agreement is an accession agreement (the offer), the terms of which are determined by the Publisher, and can be signed by the other Party only by way of accession to this Agreement as a whole. The submission of the manuscript of the Article by the Author (Co-authors) for publication in the Journal is considered to be an acceptance, that is, the consent of the Author (Co-authors) for the publication of the Article in accordance with the terms of this Agreement and the rules for Authors, with the obligatory conclusion of this Agreement under mentioned terms by the Parties.

9.2. The Author (Co-author) by signing this Agreement, in accordance with the Law of Ukraine "On Protection of Personal Data" of 01.06.2010, No. 2297-VI, give(s) consent to the Publisher on

Processing of the personal data specified in clause 10 of this Agreement (full name, address, mobile phone number, e-mail address) and details given below:

(Academic degree (or educational qualification level), academic rank, place of work (or study), position of the Author (Co-authors))

in order to ensure the protection of the copyright in the publication of the Author's works in the scientific specialized issues of "KROK" University. The list of personal data given above may be provided to University employees directly involved in the processing of the data, as well as in other cases directly provided by the legislation of Ukraine.

In addition, the personal data of the Author (Co-author) in the above-mentioned volume may be provided to third parties when the scientific professional issues of "KROK" University are included in international scientometric databases.

This consent is granted for the duration of this Agreement.

9.3 All relations, which are not expressly regulated by this Agreement are regulated by the current legislation of Ukraine, the rules (conditions) for the acceptance and publication of materials in the Journal (the Rules for authors), which are in force for the Publisher at the moment of the Author's (Co-authors') submission of materials for publication in the Journal (collection).

9.4. After signing this Agreement, all preliminary negotiations on it, correspondences, preliminary agreements, intentions and any other oral or written agreements of the Parties on issues that are in any way related to this Agreement shall become legally binding, but may be taken into account in the interpretation of the terms of this Agreement.

9.5 This Agreement is made with the full understanding of its terms and terminology in the Ukrainian (English) on four pages in _____ authentic copies, which have the same legal force by the Parties, one for each Party.

10. Details and Signatures of the Parties:

UNIVERSITY	AUTHOR (CO- AUTHOR)
"KROK "University 03113, Kyiv-113, 30-32 Tabirna St Tel. +38 (044) 455-56-66, tel. of Accounting Office 456-80-24 account number 26009455014172 in the JSC OTP Bank Kyiv, MFO 300528 Code USREOU 04635922 VAT payer certificate No. 39042868 Individual tax number 046359226591	Surname _____ Name _____ Father's name _____ Passport series _____ No. _____, issued by _____ _____ « _____ » _____ Address (at the place of registration) _____ _____ Tel. _____ E-mail _____ ID-number _____
Vice-Rector for Scientific Work _____ I. Mihus Seal	_____ Signature