***AUTHORSHIP AGREEMENT***

***AGREEMENT ON THE TRANSFER OF COPYRIGHTS No.\_\_\_***

Kyiv                                                                             «\_\_\_» \_\_\_\_\_\_\_\_\_\_20\_\_\_

The State Scientific and Technical Library of Ukraine, represented by the Acting Director Alla Zharinova, acting under the Statute, as the founder and publisher of the journal Open Science and Innovation (hereinafter referred to as the “Journal”), in accordance with the Law of Ukraine "On Media" and the Protocol of the Academic Council of the SSTL of Ukraine No. 1 dated January 11, 2023 (hereinafter referred to as the “Publisher”), on the one part, and Full Name, author (or co-authors) (hereinafter referred to as the “Author”), on the other part (hereinafter jointly referred to as the “Parties”, and individually as the “Party”), have concluded this Agreement as follows:

1. Subject of the Agreement

1.1. From the moment this Agreement enters into force, the Author transfers to the Publisher, free of charge and for the entire term of the copyright as stipulated by Ukrainian law, the exclusive proprietary rights to use the written work (scientific, technical or otherwise) created by the Author (hereinafter – the “Work”)

(Title of the Work, type of work, and other identifying information)

presented in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ language under the conditions defined in this Agreement.

1.2. A copy of the Work accepted for publication shall be an integral part of this Agreement.

2. Rights Transferred to the Publisher

2.1. In accordance with Ukrainian law and the terms of this Agreement, the exclusive proprietary rights to use the Work include the right to:

2.1.1. publish the Work in the Journal in the original language or in translation into the language provided for publication;

2.1.2. distribute the Work as an integral part of the Journal (in electronic and print formats) within Ukraine and other countries through subscription, sale, or free distribution of the Journal;

2.1.3. reproduce the Work or any part thereof in any manner and in any form, including in printed and electronic media, in the Journal and/or in databases of the Publisher and/or other parties, at the Publisher’s discretion;

2.1.4. translate the Work, if it is written in a language other than the publication language;

2.1.5. disseminate the Work or its parts within the Journal and/or Publisher’s or third-party databases, or as an independent work worldwide;

2.1.6. place the Work or its parts online, publish in other (including foreign) publications, include it in collections, databases, anthologies, encyclopedias, etc.;

2.1.7. transfer the rights acquired under this Agreement to third parties (i.e., license the use of the Work or parts thereof);

2.1.8. modify the format of the Work for interaction with computer programs and systems to enable reproduction, publication, and distribution in machine-readable formats and integration into search systems (databases);

2.1.9. use the data of the Work through dissemination, public disclosure, processing, and systematization.

2.2. The Author or other legal rights holder retains proprietary rights to patents for inventions, utility models, or industrial designs, trademarks, processes, substances, and materials described in the Work.

2.3. All copies of the Work, both printed and electronic, must include the Publisher’s copyright notice and a full bibliographic reference to the Work.

3. Territory of Use

3.1. The Author grants the Publisher the right to use the Work in the ways outlined in this Agreement in Ukraine and worldwide.

4. Duration of the Agreement

4.1. This Agreement enters into force upon signing and remains in effect for the term defined in clause 1.1.

4.2. If the Work is not accepted for publication by the Editorial Board within 180 days of the Agreement's conclusion (the Author will be notified via the contact information provided in this Agreement), or if the Author withdraws the manuscript prior to acceptance, the Agreement shall terminate, and the copyrights shall revert to the Author.

5. Author’s Warranties

5.1. The Author guarantees that:

5.1.1. they are the Author (Co-author) of the Work;

5.1.2. the Work is original and has not been submitted to another academic publication;

5.1.3. they own all personal non-proprietary rights to the Work;

5.1.4. if the Work is a commissioned one, the Author has received all necessary permissions for rights transfer;

5.1.5. the Author has informed all co-authors of the terms of this Agreement and obtained their consent to sign it;

5.1.6. the Work has not been previously published and will not be published by any other party prior to its publication by the Publisher;

5.1.7. the right to publish the Work has not been transferred to any other party;

5.1.8. the use of exclusive proprietary rights transferred under this Agreement will not infringe upon the rights of third parties or result in the disclosure of classified or confidential information;

5.1.9. in case of using third-party materials, the Author has provided all citations required by copyright law;

5.1.10. intellectual property rights of other parties have not been violated; necessary permissions for use of images, illustrations, maps, drawings, sketches, tables, and other copyright-protected objects have been obtained.

6. Author’s Obligations and Rights

6.1. The Author shall:

6.1.1. submit the Work according to the Journal’s “Instructions for Authors” published on its website;

6.1.2. provide contact details of all co-authors (if any);

6.1.3. make editorial revisions based on reviewer comments and as requested by the Publisher within a designated timeframe;

6.1.4. disclose all known or potential conflicts of interest, or indicate their absence as per the Journal's requirements;

6.1.5. confirm compliance with national and international laws if animals or humans are used in research, or provide a reference to an ethics committee opinion;

6.1.6. in case of third-party claims related to copyright or IP infringement, promptly resolve the dispute and compensate the Publisher for any legal expenses or damages incurred due to breach of warranties.

6.2. The Author has the right to:

6.2.1. make copies of the Work, including electronic ones, for personal use, sharing with colleagues for research, educational or informational purposes (provided they are not sold or distributed systematically);

6.2.2. use the Work (in whole or in part) in reviews, theses, books, lectures, with mandatory bibliographic reference and hyperlink to the Journal's website version;

6.2.3. reuse original illustrations from the Work (figures, tables, etc.) in future publications, lectures, presentations, and for educational purposes.

7. Publisher’s Obligations and Rights

7.1. The Publisher shall:

7.1.1. publish the Work within a timeframe determined by the Publisher and provide the Author with an electronic version after publication via the email specified in this Agreement;

7.1.2. attribute the Work to the Author;

7.1.3. ensure the Journal’s print version meets international printing standards and fulfill distribution orders.

7.2. The Publisher has the right to:

7.2.1. establish and publish on the Journal’s website rules for manuscript submission and publication;

7.2.2. require confirmation of co-authorship and copyright transfer consent from all co-authors, if the Work is submitted by one co-author;

7.2.3. the Journal’s Editorial Board reserves the exclusive right to accept or reject submissions. Submitted Works are not returned. The Journal does not correspond regarding rejections.

8. Liability of the Parties

8.1. Parties shall be liable for non-performance or improper performance under this Agreement as per applicable Ukrainian law.

8.2. All disputes shall be resolved through negotiation, or in court under Ukrainian legislation if negotiation fails.

9. Miscellaneous

9.1.1. The Author consents to the collection and processing of personal data exclusively for the purpose of fulfilling this Agreement, in accordance with the Law of Ukraine "On Personal Data Protection".

9.1.2. This Agreement is executed in two counterparts, in Ukrainian and English, both having equal legal force. In case of discrepancies, the Ukrainian version shall prevail.

9.1.3. Until original hard copies are received, electronic copies of the documents shall have the same legal validity.

9.1.4. Matters not covered by this Agreement shall be governed by applicable Ukrainian law.

**Registered Addresses, Bank Details, and Signatures of the Parties**  
The Parties agree to notify each other of any changes to this information within 3 days.

|  |  |
| --- | --- |
| **PUBLISHER**  State Scientific and Technical Library of Ukraine  180 Antonovycha St., Kyiv, 03150  EDRPOU Code: 02736372  IBAN: UA948201720343110001000009255  IBAN: UA138201720343101001200009255  at the State Treasury Service of Ukraine in Kyiv  MFO: 820172  Non-profit organization  Tel.: (044) 521-93-50  Acting Director  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alla ZHARINOVA** | **AUTHOR** |