



2.1. Rights and obligations of the Author:

- 2.1.1. The Author is obligated to provide the Literary Work to the Publisher in accordance with the rules for the provision of works, including requirements for the format in the printed journals, which are provided at the website of the Publisher [www.nbpublish.com](http://www.nbpublish.com).
- 2.1.2. **The Author guarantees the following:**
- That the Literary Work is original;
  - That no copyright or any other rights of the third parties were breached in creation of the Literary Work;
  - That the Literary Work is not an object of pledge, and is not transferred to a third party in accordance to the contract for alienation of an exclusive right or a license agreement, and it is not burdened by the rights and claims of third parties.
- 2.1.3. The Author is obliged to mention and to require mention by a third party of the title and output information of the issue of the Journal, in which the Literary Work was published, when transferring the right of use of the Literary Work to a third party via the contract for the alienation of an exclusive right or the license contract.
- 2.1.4. Prior to publication the Author has the right to refuse to publish the Literary Work in a Journal (right to recall the Literary Work) on the condition of compensation of any losses and damages to the Publisher arising from such a decision.
- 2.1.5. In order to perform his obligations under the Contract, the Author provides the Publisher with the right to process his personal data with no limitation as to term:
- Name, patronymic, last name;
  - Date of birth;
  - Information on education;
  - Information on place of work and official position;
  - Contact information for the correspondence;
  - Information of the published works of literature, science and art.

2.2. Rights and obligations of the Publisher:

- 2.2.1. The Publisher accepts for examination the Literary Works, which meet the criteria for the format of articles for the published journals, as provided for at the Publisher's website [www.nbpublish.com](http://www.nbpublish.com). If these criteria are not met, the Publisher (the Board of Editors of the Journal) has a right to return the Literary Work to the Author without examination.
- 2.2.2. The Publisher is obliged to have an obligatory internal anonymous prepublication review of the Literary Work within 30 calendar days from the date when the Literary Work was received.
- 2.2.3. If the prepublication review results in a decision to admit the Literary Work for publication, the Publisher publishes the Literary Work in the Journal. The specific time of publication depends on the order of publication of articles by other authors, which were previously admitted for publication. The Publisher (the Board of Editors of the Journal) has a right to recommend the Literary Work for publication in another Journal of the Publisher.
- 2.2.4. If the prepublication review results in a decision not to admit the Literary Work for publication, or to require reworking, the Publisher sends a review to an email address of the Author. The Publisher (the Board of Editors of a Journal) does not discuss the issues of refusal to admit the Literary Work for publication in further correspondence with the Author.
- 2.2.5. At the stage of preparation of the Literary Work for publication, the Publisher has a right to include comments and notes on the Literary Work, and to correct spelling and punctuation mistakes in a text of Literary Works without additional consent of the Author. These changes should not change the meaning of the text or alter its contents in any other way.
- 2.2.6. The Publisher is obliged to send to the email address of the Author the published Literary Works in an electronic form (pdf file, containing the relevant part of the Journal with precise page numbering). The price of the published issue of the Journal for the Author is privileged

and it amounts to 500 rubles per copy.

2.2.7. In order to perform under the Contract, the Publisher has a right to process the personal data of the Author, as mentioned in p. 1.2.

2.2.8. The Publisher does not provide the Author with the reports on the use of Literary Work.

### **3. Price of Contract and Payment Procedure**

3.1. The Author does not receive any payment of award for providing the Publisher with the right to use the Literary Work.

### **4. Guarantees and Responsibilities of the Parties**

4.1. The Author guarantees that he possesses all of the necessary rights for the actions under this Contract, and he guarantees that no copyright or other rights of the third parties were breached, when the Literary Work was created. The Author independently bears responsibility towards the third parties for the scientific contents of the Literary Work, as well as on all of the issues regarding ownership of rights to the Literary Work and the materials which were used in it.

4.2. The Publisher guarantees the right of authorship and the right of Author to the name, the right of Author to the integrity of the Literary Work and its protection from distortion; the Publisher takes measures to avoid violation of the copyright by third parties.

4.3. The Party who fails to perform or to provide due performance under the Contract is obligated to compensate the losses and damages to the other Party, including the loss of profit.

4.4. The Parties are freed from responsibility for the complete or partial non-performance of obligations under the Contract in case of force-majeure, which includes the natural catastrophes, coming into force of legislative and governmental acts, which directly or indirectly prohibit or prevent performance of obligations under this Contract by the Parties.

### **5. Applicable Law**

5.1. The norms of material law of the Russian Federation shall apply to this Contract and to the legal relations arising from it or related to it.

### **6. Conclusion, Amendment and Termination of the Contract**

**7.**

7.1. The Parties have agreed that in accordance with Art. 160 of the Civil Code of the Russian Federation they accept and recognize the text of this Contract and signatures of the Parties on this Contract and other documents related to its conclusion, which are formed with the use of mechanical, electronic and other types of copying of true signature and text of the Contract, as having the same force with the true signature of the Party or an original document. Fax (electronic) copies of the documents are valid and they have the same legal force as the original documents.

7.2. The Contract comes into force from the moment the decision approving the Literary Work for publication is reached upon the prepublication review and its term of application lasts during the period mentioned in p. 1.4 of the Contract.

7.3. Any changes or amendments to this Contract come into force only when they are put in a written form and signed by both Parties in the Contract.

7.4. The termination of this Contract is possible at any time subject to the mutual agreement of the Parties with an obligatory signing of the agreement of termination of the Contract by the Parties.

7.5. The unilateral termination of the Contract by one party is possible only in the cases provided

for by the current legislation or upon the decision of a court. If one of the Parties decides to terminate the Contract, this Party is obliged to notify the other Party of the termination of the Contract in writing no later than 30 calendar days prior to such termination.

## 8. Dispute Resolution

- 8.1. All disputes between the Parties, arising from the conditions of this Contract should be resolved by negotiations, and if the agreement is not reached in negotiation, the disputes shall be resolved in court in accordance with the current legislation of the Russian Federation.

### Legal addresses and requisites of the parties

**Publisher "AURORA GROUP" s.r.o.**

**E-mail:** nb-media@mail.ru; w.danilenko@gmail.com

**www.nbpublish.com, www.history-illustrated.ru**

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**Košická, 52, 821 08 Bratislava, Slovenska Republika**

**Bank details:**

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Director General \_\_\_\_\_ (Danilenko, V.I.)

**Author:** (name, last name, patronymic)

\_\_\_\_\_

Date of birth: \_\_\_\_\_

Passport ser. /№: \_\_\_\_\_

(date and organization of issue) \_\_\_\_\_

Registration address: \_\_\_\_\_

Telephone: \_\_\_\_\_ e-mail : \_\_\_\_\_

Signature of the Author \_\_\_\_\_ « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_ yr

**Co-Author:** (name, last name, patronymic)

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Date of birth: \_\_\_\_\_

Passport ser. /№: \_\_\_\_\_

(date and organization of issue) \_\_\_\_\_

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Signature of the Co-Author \_\_\_\_\_ « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_ yr

**Co-Author:** (name, last name, patronymic)

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Date of birth: \_\_\_\_\_

Passport ser. /№: \_\_\_\_\_

(date and organization of issue) \_\_\_\_\_

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Telephone: \_\_\_\_\_ e-mail : \_\_\_\_\_

Signature of the Co-Author \_\_\_\_\_ « \_\_\_\_\_ » \_\_\_\_\_ 20\_\_ yr