

PUBLIC AGREEMENT
on exclusive right concession

This Public Agreement (hereinafter referred to as the Agreement) shall specify reciprocal rights, obligations and relations between Institute BelNIIS RUE, hereinafter referred to as the “Assignee”, represented by Oleg Nikolaevich Leshkevich, Director General, acting on the grounds of the Charter, and the author (co-author) of the article, presented for publication in collection of scientific papers “Issues of modern concrete and reinforced concrete” (hereinafter referred to as the “Collection”), hereinafter referred to as the “Author”, accepted a public proposal (offer) to conclude this Agreement, hereinafter together referred as the “Parties”, and individually – the “Party”.

1. Subject of the Agreement

1.1. For the purpose of publication in collection of scientific papers “Issues of modern concrete and reinforced concrete”, the Author shall assign an exclusive right to the Article (hereinafter referred to as the Piece of Work), executed in accordance with the requirements for execution (Annex 1 to the Agreement) in full to the Assignee for the duration of the copyright.

1.2. The Author shall guarantee that he has the exclusive right to the Piece of Work, transferred hereunder, and that the Piece of Work is the result of his creative activity as well as that no third parties have any right to the Piece of Work, its parts or other encumbrances.

2. Rights and obligations of the Parties

2.1. The Author shall transfer timely, free of charge and in writing the original Piece of Work, signed in person, to the Assignee as well as a completed warranty author(s) form to the article manuscript, presented for publication (Annex 2 hereto) and the application form for the article’s publication (Annex 3 hereto) by courier or by mailing it to the address: 15B F.Skorina St., Minsk, 220076, Republic of Belarus.

2.2. The Assignee, based on the requirements of this Agreement, shall consider the documents, submitted by the Author and specified in Subclause 2.1. hereof, in the term, stipulated by the work schedule for preparation of another edition of the collection, and shall accept the Piece of Work for publication, or notify the Author in case of rejection to publish, without an obligation to ground the reasons for rejection.

2.3. The Author shall take measures to eliminate remarks after the Assignee considered the documents, specified in Subclause 2.1 hereof as well as provide the Assignee with a finalized copy of the Piece of Work in the term, stipulated by the Assignee, but not less than three (3) working days from the remarks receipt.

2.4. The Assignee shall consider the copy of the Piece of Work, submitted in accordance with Subclause 2.3 hereof in the order, stipulated by Subclause 2.2 hereof.

2.5. The Assignee shall send requests to the Author and notify about decisions taken on publication of his Piece of Work.

2.6. The Assignee shall comply with personal non-property rights of the Author when using the published Piece of Work, including stating his surname and name when publishing the Piece of Work in the Collection and its distribution as well as in the advertising products and (or) information materials.

2.7. The Parties shall cover all the costs related to the mail transfers.

3. Liabilities of the Parties

3.1. The Parties shall be liable for non-fulfilment or improper fulfilment of the obligations hereunder in accordance with the laws of the Republic of Belarus.

3.2. All disputes and disagreements, which may arise between the Parties on the issues, not resolved herein, shall be settled by means of negotiations based on the legislation of the Republic of Belarus.

3.3. In case the disagreements cannot be settled by means of negotiations, disputes shall be solved in the court in the order, stipulated by the laws of the Republic of Belarus.

4. Final Clauses

4.1. This Agreement shall come into effect as of the date the Assignee accepts the Author's Piece of Work for publication and remain in force until complete fulfilment of the reciprocal obligations by the Parties. Acceptance of the Piece of Work for publication shall be stated in the minutes of the Collection's editorial team by approving the content of the current Collection's edition.

4.2. The exclusive right to the Piece of Work shall be transferred to the Assignee as this Agreement comes into effect.

4.3. On the issues, arising out of the subject hereof, the Parties shall be governed by the Regulation on Collection of Scientific Papers "Issues of concrete and reinforced concrete", Regulation on manuscripts reviewing, submitted for publication in Collection of Scientific Papers "Issues of concrete and reinforced concrete", approved by the Assignee in due order. In all other respects not specified by this Agreement, the Parties shall conform to the legislation of the Republic of Belarus.

4.4. The terms of this Agreement may be amended upon consent of the Parties by signing supplement agreements hereto.

4.5. All notifications and messages shall be made in writing and (or) electronic forms.

5. Assignee's Details

Articles execution requirements for Authors

General requirements to submitted materials

Annex 1 to Public Agreement on the exclusive rights concession

(approved by Resolution No. 60 of Institute BelNIIS RUE dated 09.06.2020)

General requirements to submitted articles

Structural elements of an article and their execution