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**License agreement (public offer)
on the conditions for publishing an article in the journal "Pedagogy and Psychology of Education"**

The Federal State Budgetary Educational Institution of Higher Education "Moscow State Pedagogical University", referred to as the Licensee, of the one part, invites an indefinite circle of persons (author / authors, co-authors), referred to as the Licensor, of the other part, collectively referred to as the Parties, to conclude this License Agreement (hereinafter “Agreement”) on the publication of scientific materials (hereinafter “the Article”) in the journal **"Pedagogy and Psychology of Education"** (hereinafter “the Journal”).

**1. Terms used in the agreement**

Offer acceptance – full and unconditional acceptance of the Offer.

The journal – "Pedagogy and Psychology of Education", registered in the Committee of the Russian Federation on the press (Certificate of registration PI No. 77-14961 dated April 3, 2003), the site of the magazine on the Internet <http://pp-obr.ru> (hereinafter referred to as the Site).

Application – an electronic appeal of the Licensor (author / authors, co-authors) to the Licensee (publisher) to post the Article in the Journal by sending the Article by e-mail.

Licensor – an individual (persons) - the author (authors, co-authors) by whose creative work (whom) the Article was created.

Licensee – Federal State Budgetary Educational Institution of Higher Education "Moscow State Pedagogical University" (MPGU), publisher.

Processing of personal data – actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution.

Offer – this document – an offer to the Licensor for the publication of the Article.

Publication – placement of the Article in the Journal.

The Editorial Board of the Journal – a creative team that carries out editorial and publishing training and the publication of the Journal.

Retraction – recall of an already published Article from the Journal by the decision of the author or publisher.

Article – scientific, educational, methodological material (text) submitted by the Licensor for publication in the Journal.

**2. Subject of the License Agreement (public offer)**

2.1. In accordance with paragraph 2 of Art. 437 of the Civil Code of the Russian Federation this Agreement is a public offer, the full and unconditional acceptance (acceptance) of which in accordance with Art. 438 of the Civil Code of the Russian Federation, is the sending by the Licensor of its Articles to the email address izdat\_mgopu@mail.ru.

2.2. The validity of this agreement arises from the moment the Article is sent to the Journal.

2.3. Under this Agreement, the Licensor submits the Article for posting in the Journal on the basis of a simple (non-exclusive) license to use the Article. When submitting an Article, the Licensor agrees with the concept of the journal, publication ethics and the procedure for reviewing articles published on the Journal Site.

2.4. The rights to use the Article transferred under this Agreement include:

- the right to publish the Article in the Journal in print and electronic form, under which the Article is licensed under the terms of the Creative Commons Attribution 4.0 International License.

- distribution of the Article or its separate part in any way; demonstration of it for informational, advertising and other purposes without limiting the territory of distribution;

- reproduction of the Article or a separate part of it (publication, promulgation, duplication, duplication or other reproduction of the Article) in any material form without limiting the circulation of copies, including on electronic media, in electronic libraries and databases;

- translation and editing of the Article;

- bringing the Article to the public in such a way that any person can access the Article from anywhere and at any time of his own choice (including via the Internet);

- transfer to third parties on contractual terms of the rights obtained under this agreement to use the Article and its individual materials without payment of remuneration to the Licensor.

2.5. The rights are transferred by the Licensor to the Licensee free of charge for the entire duration of the exclusive right provided for by the current legislation of the Russian Federation.

2.6. If the Licensee decides to refuse to publish the Article or the Licensor withdraws the Article before the Licensee decides to publish it in the Journal, this Agreement shall become invalid. The decision to refuse publication is sent to the Licensor at the email address specified by him in the details in the Article. Revocation of the Article by the Licensor must be sent to the Licensee's e-mail izdat\_mgopu@mail.ru in the form of a scanned document containing information on the reasons for the revocation of the Article signed by the Licensor.

**3. Rights and obligations of the Parties**

3.1. The licensor guarantees that:

- is the rightholder of the exclusive rights to the materials included in the Article;

- when creating the Article, the copyright or other rights of third parties were not violated;

- The article was created by the Licensor (author / authors, co-authors) by independent creative work and is original;

- The article contains all references to the cited authors and / or publications (materials) provided for by the current copyright law;

- The article is not a subject of pledge, is not transferred to a third party under an agreement on the alienation of an exclusive right or a license agreement for the provision of an exclusive license and is not encumbered with the rights and requirements of any third parties.

3.2. The licensor undertakes:

 - send to the Editorial Office of the Journal the Article, drawn up in accordance with the Requirements for the formatting of articles posted on the Website of the Journal;

- inform other co-authors about the terms of this Agreement and obtain (and) the consent of all co-authors to conclude this Agreement on the terms provided for by the Agreement;

- not to use for commercial purposes and in other publications without the consent of the Licensee, an electronic copy of the Article prepared by the Licensee.

3.3. The licensor has the right:

- use materials from the published Article when writing educational and scientific books, as well as in other publications;

- use materials from the published Article in educational activities for classroom work with students, in electronic format on a local server for students to access both part of the training course and for internal training programs at the employer's institution.

3.4. The licensee undertakes:

- to conduct a review of the Article in accordance with the "Procedure for reviewing manuscripts submitted to the editorial office of the journal" Pedagogy and Psychology of Education ";

- publish the Article in the Journal in case of a positive result of internal reviewing and removal of the reviewer's comments by the Licensor. At the same time, the publication date of the Article depends on the order of publication of articles by other authors approved for publication earlier.

- in the event that a decision is made to reject the Article or send it for revision based on the results of the review, sends the review to the Licensor's e-mail specified by him in the details in the article.

3.5. The licensee has the right to:

- to make editorial and proofreading changes to the Article, including abbreviations, without additional agreement with the Licensee (author / authors, co-authors), if these changes do not lead to a change in the meaning, correctness of presentation and do not violate the integrity of the perception of materials. These actions are also entitled to be performed by third parties who have entered into a sublicense agreement with the Publisher;

- to establish the rules (conditions) for the admission and publication of Articles in the Journal.

3.6. In all cases not specified and not provided for by this Agreement, the Parties are obliged to be guided by the current legislation of the Russian Federation.

**4. Acceptance of the Offer and conclusion of the Agreement**

4.1. This Agreement comes into force from the moment of its conclusion, when the Licensor makes an Acceptance of the offer by sending the Article to the email address of the Journal and is concluded for the entire duration of the exclusive right provided for by the current legislation.

4.2. The acceptance of the offer by the Licensor creates an Agreement concluded orally on the terms of the Offer, in the manner provided for in clause 2 of Art. 1286 of the Civil Code of the Russian Federation and Art. 438 of the Civil Code of the Russian Federation.

**5. Procedure for changing and terminating the Agreement**

5.1. The Licensee has the right to unilaterally change the terms of this Agreement, in advance, at least 10 (ten) calendar days prior to the entry into force of the relevant changes, notifying the Licensor about this through the Journal's Website or by sending a notification via e-mail to the Licensor's e-mail address specified in the details in the article. The changes take effect from the date specified in the respective notice.

5.2. If the Licensor disagrees with the changes in the terms of this Agreement, the Licensor has the right to send the Licensee a written notice of cancellation of this Agreement before the relevant changes come into force. In the absence of written notice from the Licensor, the changes are considered accepted by the Licensee, and the Agreement continues to operate as amended.

5.3. This Agreement may be terminated early by agreement of the Parties.

5.4. The Licensor has the right to revoke the Article, provided that the Licensee is reimbursed for losses caused by such a decision. If the Article has already been made public, the Licensor is also obliged to publicly announce the revocation of the Article. In this case, the author has the right to withdraw from circulation previously issued copies of the work, compensating for the losses caused by this.

5.5. If one of the Parties decides to refuse to execute the Agreement, it is obliged to notify the other Party in writing. In this case, the obligations arising from the Agreement are considered terminated from the moment one of the Parties receives a notice of termination of the Agreement.

**6. Responsibility**

6.1. For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

6.2. All information provided by the Licensor must be accurate. Licensor

is responsible for the accuracy and completeness of the information transmitted by him.

6.3. The licensor is solely responsible to third parties for the unlawful use of the results of the intellectual activity of third parties, as well as for all issues related to the ownership of the rights to it and the materials used in it.

6.4. The Licensee does not bear any responsibility under the Agreement for any actions that are a direct or indirect result of the actions of the Licensor.

6.5. The parties are exempt from liability for violation of the terms of the Agreement if such violation is caused by force majeure circumstances (force majeure), including: actions of state authorities (including the adoption of legal acts), fire, flood, earthquake, other natural disasters, lack of electricity and / or computer network failures, strikes, civil unrest, riots, any other circumstances.

**7. Procedure for resolving disputes**

7.1. Disputes and disagreements will be resolved by the Parties through negotiations, and if no agreement is reached, in accordance with the current legislation of the Russian Federation.

7.2. If there are unresolved disagreements between the Parties, disputes are resolved in court at the location of the Licensee in accordance with the current legislation of the Russian Federation.

**8. Other conditions**

8.1. Licensor in accordance with Art. 6. Federal Law "On Personal Data" No. 152-FZ dated July 27, 2006, agrees to the processing of the following personal data by the Licensee:

- Full Name;

- information about the place of work and position held;

- information about contact information for correspondence;

- information about the availability of published works of literature, science and art.

8.2. The Licensee has the right to process the personal data of the Licensor for the purpose of executing this Agreement, including the provision of information and reference services for the Licensor.

Licensee's details

Federal State Budgetary Educational Institution of Higher Education "Moscow State Pedagogical University"

Legal address:

Russian Federation, 119435, Moscow, Malaya Pirogovskaya Str., 1, building 1

Phone: (499) 245-03-10

Legal classifiers faces:

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