



COPYRIGHT TRANSFER AGREEMENT

“ ” _____ 20__

The author (co-authors)

hereafter referred to as “**the Authors**”) on the one side, and the **Institute of Mechanical Engineering National Technical University of Ukraine "Igor Sikorsky Kyiv Polytechnic Institute"** (hereafter referred to as “**the Publisher**”) represented by the Director Bobyr M. I., acting on the order of the Rector №37 of 27.12.2019, on the other side, have concluded the following Agreement:

1. Subject of the agreement

The Authors transfer, on a gratuitous basis, to the Publisher for the length of the copyright set by the current legislation of Ukraine, the exclusive rights to use the article

" _____

(title of article)
"

(hereafter referred to as “the Article”) accepted for publication by the Editorial Board of **Mechanics and Advanced Technologies** (hereafter referred to as “the Journal”) under the conditions specified by the Agreement.

2. Use of the Article

2.1. According to the current legislation of Ukraine and this Agreement, the use of the Article means as follows:

- reproduction of the Article or its parts (fragments) in the source language in any material form, including but not limited to printed or electronic versions of the Journal and/or databases of the Publisher and/or other parties, at discretion of the Publisher;
- distribution of the Article or its parts (fragments) as a constituent of the Journal and/or databases of the Publisher and/or other parties, at discretion of the Publisher, or as a separate work worldwide;
- supplying of the Article to general knowledge so as any person can gain access to the Article from any place and in any time at anyone’s option (supplying to general knowledge, including via the Internet);
- transferring of the rights (giving permission to use the Article or its particular materials) gained according to the Agreement to third parties.

2.2. Grant of rights in accordance with the Agreement includes the right to modify a form of presentation of the Article for its use interactively with computer software and systems (databases), publication and reproduction in printed form and introduction into retrieval systems (databases).

2.3. Other rights, which have not been transferred directly to the Publisher according to the Agreement, including patent rights on any processes, means, methods etc., which are described by the Authors in the Article, as well as rights on trademarks, are retained by the Authors or other legal owners.

3. Terms of validity of the Agreement

The Agreement enters into force beginning from the date of its signing, under the condition that the Editorial Board of the Journal has made decision about acceptance of the Article for publication, and it takes effect during the terms mentioned in Item 1 of this Agreement. In case if the Article has not been accepted for publication or the Authors have withdrawn the Article in the stage of its reviewing by Editorial Board, the Agreement does not come to force (expires). If the Article is not accepted for publication, the Publisher informs the Authors of this, whenever the Authors have provided phones (or addresses) for correspondence.

4. Reservations

The undersigned author (co-authors) guarantees that:

- He (they) has informed all the other co-author of the conditions of this Agreement and has had permissions from all the co-authors to conclude the Agreement, subject to conditions of this Agreement;
- The Article represents an original work submitted only to this Journal and none of the undersigned authors (or their co-authors) have previously published the Article in the extent greater than 50% in any printed and/or electronic edition, except for a preprint (manuscript) of the Article;
- The Article contains all citations of the other authors’ works and/or editions (materials) specified by the copyright, and the Authors have obtained all necessary licences for use of the results and facts utilised in the Article, along with any other imported materials, which do not represent property of the Authors;
- The Article does not contain materials not permitted for open publication, according to the current legislation, and publication of the Article will not result in disclosure of secret (or confidential) information, including state secrets.

5. Rights and obligations of the Authors.

5.1. The Authors are obliged to:

5.1.1. Submit manuscript of the Article in accordance with the Authors’ Rules published on the website of the Publisher or the Journal.

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

- introduce all the corrections in the text of the Article suggested by referees and accepted by the Editorial Board and/or otherwise improve the Article on request of the Journal, if it is necessary;
- correct proofs of the Article in terms imposed by the publication schedule of the Journal;
- correct proofs of the Article so as to introduce only minimum of amendment or revision necessary for correcting the errors made in the original version of the Article.

5.2. The Authors have rights to:

5.2.1. Use printed or electronic preprints of unpublished manuscript of the Article in form and matter accepted by the Publisher for publication in the Journal. These preprints can be allocated as electronic files on a website of the Authors or a protected public website belonging to employers of the Authors of the Article, excluding for the aim of commercial sale or systematic external distribution by third parties.

In this case the Authors are obliged to:

- include the following notice into the preprint: “This is a preprint of the Article accepted for publication in (the name of the Journal, (C), copyright (year), the copyright holder indicated in the Journal)”;
- provide electronic citation of the site of the Publisher, of which URL is <http://journal.mmi.kpi.ua/>

5.2.2. The right to photocopy, free of charge, or transfer to colleagues a copy of the printed Article, in whole or in part, for their personal or professional use, for promotion of academic or scientific researches, or for informational purposes of the Authors’ employers.

6. Rights and obligations of the Publisher

6.1. The Publisher is obliged to:

6.1.1. Publish the Article according to the schedule dates imposed by the Publisher and offer the Authors, at their request, an electronic offprint of the Article after its publication, under the condition that the Publisher is given electronic addresses of the Authors.

6.1.2. Provide the Authors with a proof of the Article and include into the Article all necessary corrections provided by the Authors.

6.1.3. Ensure proper printing standards and distribution of the Article in accordance with orders received.

6.2. The Publisher has the rights to:

6.2.1. In case of any subsequent legal use by the Authors (and/or other parties) of the Journal and/or the Article (including its separate parts or fragments), demand that the Authors and/or those parties make a proper citation, mentioning the Journal, the Publisher, title of the Article, volume, issue of the Journal, and the year of publication.

6.2.2. Dispose preliminary and/or advertising information about the future publication of the Article in mass communication media.

6.2.3. Establish rules (conditions) for acceptance and publication of articles. The Editorial Board of the Journal has exclusive rights to select and/or reject articles submitted for publication. A manuscript as a material data medium submitted by the Authors to Editorial Board of the Journal is not subject to return. The Editorial Board of the Journal does not conduct correspondence on the subject of rejecting articles.

7. Other conditions of the Agreement

7.1. In case if the Publisher is laid claims related to violation of copyright and/or other incorporeal rights of third parties, as a consequence of production of the Article or signing of the Agreement by the Authors, the Authors are obliged to:

- take measures for settling a dispute with the third parties immediately after receipt of the appropriate notification from the Publisher, take part in the trial on the side of the Publisher, if it is necessary, and take all necessary measures to help the Publisher as a defendant;
- award the Publisher’s damages imposed by all legal and trial expenses, which have been paid to the third parties in connection with violation of copyright and other incorporeal rights, as well as the other damages brought to the Publisher and resulted from violation of obligations of the Authors given according to the Agreement.

7.2. The parties of the Agreement agree that the fax (electronic) copies of the documents are true and have the same legal effect as their originals.

7.3. According to the current legislation, this Agreement represents an agreement of offer, of which conditions are determined by the Publisher, and it can be signed by other party in no other way than by adhering to this Agreement as a whole. Submission of manuscript of the Article by the Authors for its publication in the Journal is treated as acceptance, i.e. permission from the Authors to publish the Article according to conditions of this Agreement.

8. Identifications and signatures of the parties

Publisher:

Institute of Mechanical Engineering National Technical
University of Ukraine "Igor Sikorsky Kyiv Polytechnic
Institute"

Address: 37, Prospect Peremohy, 03056, Kyiv-56,
Ukraine

Director:

Author (for and on behalf of all co-authors):

Affiliation:

Address:

Boby M. I.

(signature)

(signature)