**Offer Agreement**

Moscow

1. This Agreement is a public offer agreement in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation and is concluded between Limited Liability Company “Bionika Media” (OGRN 1147746793853, INN 7726751049) represented by General Director Vlasov Pavel Stanislavovich (hereinafter referred to as the Publisher) and an individual interested in concluding the Agreement, the Author of the work, accepting the offer of the Publisher on terms and conditions mentioned below.

Acceptance of the offer is a full and unconditional acceptance of the offer by performing the actions specified in paragraph 9 of the offer. The Author is obliged to be fully familiar with this document before performing the specified actions.

2. The Author, in case of acceptance of the conditions set forth in this offer, sends to the Publisher, by the methods specified on the websites <https://urologyjournal.ru>, [www.bionika-media.ru](http://www.bionika-media.ru) and/or in this offer, the work created by the Author (article, essay, review, etc. – hereinafter referred to in the Agreement as the Work) for possible subsequent publication in any of the mass media sources published by the Publisher, other printed publications, posting on the Internet.

3. In accordance with the terms of this Agreement, the Author transfers (alienates), and the Publisher accepts the exclusive right in full to the Work created by the Author, sent to the Publisher. The provision of any licenses to the Author is not applicable.

4. The Author guarantees that he created the Work personally, qualitatively and that in the creation of the Work, the copyright and other rights and freedoms of third parties, including intellectual property rights and personal non-property rights, as well as the current legislation of the Russian Federation, were not violated.

5. The Author guarantees that he/she has all the necessary powers to conclude this Agreement and that the Work, as well as the rights to it, have not been previously transferred or provided to anyone for reproduction and/or other use, and will not be transferred in the future.

6. If the Work sent to the Publisher in accordance with this Agreement contains materials from other authors, the Author undertakes to use such materials to the extent justified by the purpose of citation, and also to name the author of such material and the source of borrowing.

7. The Author provides the Work written in accordance with the publication requirements for authors published on the website <https://urologyjournal.ru>, which are an integral part of this Agreement. By sending the Work, the Author confirms that he/she is familiar with the specified requirements.

8. The Author guarantees the accuracy of the material presented in the Work and its compliance with the requirements of current legislation of the Russian Federation, including, but not limited to, the federal laws “On Advertising”, “On Circulation of Medicines”, “Media Law”, other legislation, and bears full responsibility for the content of the Work and for the violation of this guarantee. For all claims of third parties related to the violation of the rights and interests of third parties (including intellectual property rights, as well as personal non-property rights) or current legislation by the Work transferred by the Author, is liable the Author, who is obliged to independently and at his own expense settle all claims, suits, other demands of third parties, including authors and holders of related rights (including directly to the Publisher) in relation to the Work or the materials contained therein, as well as claims/orders of government agencies and take all actions in his power to exclude the Publisher from the number of defendants. If the Publisher has suffered any losses in connection with the use of the Work transferred by the Author, the Author undertakes to compensate for such losses in full, including compensation for sanctions imposed on the Publisher by competent authorities.

9. This Agreement shall be deemed concluded and the exclusive right to the Author’s Work shall be deemed transferred (alienated) to the Publisher from the moment the Author sends the Work to the e-mail address urology@bionika-media.ru or by filling out the appropriate form on the website <https://urologyjournal.ru> or [www.bionika-media.ru](http://www.bionika-media.ru), or by transferring it by other ways specified on the websites <https://urologyjournal.ru> and/or [www.bionika-media.ru](http://www.bionika-media.ru).

Sending the Work to the addresses specified in this paragraph/by filling out the appropriate form on the website <https://urologyjournal.ru> or [www.bionika-media.ru](http://www.bionika-media.ru) transferring it by other means specified on the websites <https://urologyjournal.ru> and/or [www.bionika-media.ru](http://www.bionika-media.ru) shall be considered as confirmation of the fact that the Author has read and understood all the terms of this Agreement, the Author's full and unconditional consent to the terms of this Agreement and acceptance of this offer, as well as confirmation of consent to the processing of personal data in accordance with paragraph 19 of this Agreement.

The Publisher shall not be liable for the Author’s failure to familiarize himself with this offer, or for the Author’s failure to fulfill (untimely fulfillment) of the obligations stipulated by this offer.

10. The Publisher shall make the decision to publish the Work sent by the Author solely at its own discretion (including publication in any of the mass media published by it, other printed publications, posting on Internet pages). Submitted Works will not be returned.

11. The Publisher has the right not to publish a Work that has been previously published elsewhere / disclosed, as well as one that does not meet the requirements of this Agreement and / or current legislation.

12. The Publisher, at its own discretion, publishes the Work under the name of the Author or under the pseudonym indicated by him, as well as without such indication.

13. Unless the Work or cover letter to the Work contains information to the contrary, the Author guarantees that he is the sole author of the Work. If the work is written in co-authorship, the Author undertakes to indicate the co-authors in the Work and guarantees that they have been notified of the terms of this Agreement, have read it and fully accept it, including the terms of transfer of exclusive rights, as well as that the Author is duly authorized by the co-authors to grant rights to the Work to the Publisher on the terms specified in this Agreement. All possible disputes arising due to violation of this guarantee shall be resolved by the Author independently and at his own expense.

14. The Author’s submission of materials and their publication by the Publisher is carried out in the interests of both Parties; this Agreement does not provide for any settlements (payment of remuneration to the Author) for the materials provided for publication; remuneration is not charged by the Author and is not paid by the Publisher.

15. Remuneration for the transfer (alienation) of exclusive rights in full to the Work is not provided; remuneration is not charged by the Author (co-authors) and is not paid by the Publisher.

16. The Publisher may offer the Author to revise the Work, the rights to which have been transferred in accordance with this Agreement. The revision is carried out by the Author personally. The rights to revision are also alienated to the Publisher by the Author without collecting or payment of remuneration (free of charge) in full from the moment the revised Work is sent in any way, including by e-mail.

17. The Publisher has the right to make scientific, literary and proofreading edits to the submitted Work at its own discretion without the consent of the Author, as well as to supplement the Author’s Work with other materials, illustrations, etc.

18. The Author undertakes not to publish the Work anywhere else without the written consent of the Publisher.

19. By concluding this Agreement, the Author expresses his/her full consent to the processing of his/her personal data: last name, first name, patronymic, education, profession, academic title, academic degree, date of birth, contact phone number, e-mail address, postal address, registration address, as well as any other information specified by the Author both in the Work itself and in the cover letter to it, as well as when filling out the appropriate form on the website <https://urologyjournal.ru> or [www.bionika-media.ru](http://www.bionika-media.ru).

The processing of personal data is understood as one or a set of actions: collection, creation, recording, systematization, accumulation, clarification, updating, addition, modification, use, extraction, copying, provision, distribution, transfer, providing access, placement, depersonalization, blocking, destruction, archiving, deletion, storage. The specified actions are performed in various ways, including through non-automated, automated, mixed processing, and may involve the use of the official website of the Publisher or the relevant publication or another website on the Internet, other information resources, services, including but not limited to [www.elibrary.ru](http://www.elibrary.ru), [www.scopus.com](http://www.scopus.com). The processing of personal data is carried out in order to ensure compliance with the requirements of the legislation of the Russian Federation, the execution and regulation of contractual relations, the fulfillment of obligations under the Agreement, the performance of actions aimed at ensuring a full editorial and publishing cycle when using the Work (including, without limitation, reviewing the Work, preparing and posting the metadata of the Work included in the relevant publication, preparing electronic versions of articles and issues of the relevant publication for posting in the public domain, creating archives of issues of the relevant publication and posting them (including in the public domain), producing and delivering mandatory copies of each issue of the relevant publication to authorized bodies, providing issues of the relevant publication to national and foreign libraries that provide access to scientific information, providing issues of the relevant publication to national and international abstract databases and citation systems), preparing and sending information messages, while the Publisher has the right to process the personal data of the Author, including by entering them into an electronic database, using machine media or via communication channels. They will not be used or stored in any other way; after these purposes have been achieved or the need to achieve them has been lost, personal data shall be destroyed or depersonalized.

By concluding this Agreement, the Author also expresses his/her consent to the publication (posting) in the public domain on the Internet, as well as in the mass media published by the Publisher, of his/her personal data for the above purposes.

The Author confirms the accuracy and completeness of the personal data and undertakes to send a corresponding notification to the Publisher in the event of a change in any part of the personal data.

The consent shall be valid from the moment of its submission indefinitely (including after the expiration of the Agreement), but in any case before its revocation, it may be revoked by sending a written notice to the address: Russian Federation, 117485, Moscow, 30/1, building 2 Obrucheva St., floor 5, room XXIV, office 5, office 13, while the Author understands the possible consequences of sending a notice of revocation of consent to the processing of personal data.

The author also agrees to the transfer of his personal data to the Limited Liability Company “Bionika Digital” (OGRN 1127747266998, INN 7726711455, address: 117485, Moscow, 30/1, building 2 Obrucheva St., room XXIV, floor 5, room 2, office 3) for their processing for the purposes and conditions specified in this consent.

20. The author agrees to receive notifications, other messages and mailings by e-mail and SMS notifications / making calls with informational and advertising content to personal means of communication, which he has the right to revoke at any time in accordance with the rules of paragraph 19 of the Agreement.

21. If one of the Parties fails to fulfill or improperly fulfills any of the obligations assumed under this Agreement, it shall bear liability for this in accordance with the current legislation of the Russian Federation. The imposition of penalties is the right, and not the obligation, of the Parties.

22. All disputes and disagreements that may arise between the Parties on issues that have not been resolved in the text of this Agreement will be resolved through negotiations on the basis of the current legislation of the Russian Federation. If the disputes are not resolved during the negotiations, the disputes will be resolved in court at the location of the Publisher.

23. The Parties shall not be liable for the full or partial failure to fulfill their obligations if the failure to fulfill is a consequence of such circumstances as flood, earthquake and other natural disasters, embargo, war or military actions, etc. The Parties have agreed to consider the following circumstances as releasing from liability: the issuance of an act of a state or municipal body of the Russian Federation making the fulfillment of the Agreement impossible or significantly difficult, as well as the introduction of restrictions, the establishment of special regimes, as well as improper fulfillment of obligations by the Publisher’s counterparties, not related to improper actions or inaction of the latter, fires, unscheduled shutdowns of water supply, heat supply, electricity, etc.

The Party in respect of which force majeure circumstances or circumstances releasing from liability have occurred is obliged to notify the other Party in writing of the occurrence, expected duration and termination of the above circumstances.

24. The Author confirms that all the terms of this Agreement are clear to him and, by sending the Work, he accepts them unconditionally and in full.

25. In all other aspects not provided by this Agreement, the Parties shall be guided by the current legislation of the Russian Federation.

26. The text of this offer may be changed by the Publisher unilaterally at any time, and the version posted on the website <https://urologyjournal.ru> shall be considered current. The terms of the Agreement shall remain unchanged for the Author who accepted the offer before the Publisher made changes to it.

27. All communications, including approval of the Work or other materials, shall be carried out by the Parties by e-mail. Notifications, approvals, sending of the Work and other materials and other communications regarding the execution of this Agreement sent by e-mail shall be considered official notifications, confirm the will of the Parties regarding the execution of the Agreement and have legal force.

28. The Publisher does not guarantee the absence of malfunctions and errors in site functioning. The Publisher shall not be liable for any loss of access to the site in the event of failures in the operation of the Internet or in the operation of communications operators directly serving the Author; termination (suspension) of work, system failures and other technical problems of the Author’s Internet provider; scheduled repair or preventive maintenance; defects or failures of any equipment of the Author; accidents in telecommunication systems and power supply systems; other technical circumstances that prevent the Author’s access to the site.

29. **Publisher’s details:**

LLC “Bionika Media”

OGRN 1147746793853

INN 7726751049, KPP 772801001

Address: Russian Federation, 117485, Moscow, 30/1 building 2 Obrucheva St., floor 5, room XXIV, office 5, office 13

account number 40702810920010014704

at JSC UniCredit Bank

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