

AGREEMENT-PROCURATORY

concerning disclamation and assignment of copyright

Kharkiv, Ukraine

Date “ ____ “ _____ 20 ____

B.Verkin Institute for Low Temperature Physics and Engineering of the National Academy of Sciences of Ukraine, a nonprofit budgetary organization, which is the publisher of scientific journal *Fizika Nizkikh Temperatur* (further on, PUBLISHER), represented by Director Naidyuk Yurii Georgievich, acting in accord with the Institute Statute (on the one side), as well as the owners of copyright, namely,

(given and family names of persons)

who are the authors of articles and/or guest editors of separate issues) _____

(further on, AUTHORS), who are not entrepreneurs or employers (on the other side), further on – PARTIES, sign this Agreement as presented below.

1. SCOPE OF AGREEMENT

1.1. The subject of this Agreement is the arrangement of relations between AUTHORS of *Fizika Nizkikh Temperatur* and PUBLISHER. It is understood that PARTIES adhere to the provisions of the Law of Ukraine “On copyright and related rights” and other regulations, including the international regulations that deal with copyright. This Agreement concerns the matters of AUTHORS’ ownership rights and is not related with any work performed for PUBLISHER.

2. GENERAL CONDITIONS

2.1. The manuscript of the article that AUTHOR(S) send to PUBLISHER is the result of their scientific activity and, in line with the provisions of the Civil Code of Ukraine as well as of the Law of Ukraine “On copyright and related rights”, and the object of copyright, which AUTHORS produce exceptionally on their initiative. AUTHOR(S) choose themselves the journal where they submit their article. The relations that, according to this Agreement, emerge between PARTIES are not labor relations but are relations of civil rights, which are not associated with any work or services performed by AUTHORS in the interest of PUBLISHER, and concern only the questions needed for the regulation of matters that deal with copyright. Similar relations emerge between PUBLISHER and such subjects of copyright regulations as “editors-compilers”, i.e. persons who are responsible for the emergence of a special issue (as a collection of scientific articles), thereby producing a new object of copyright, i.e. the special issue of the journal a whole. The personal staff of editors-compilers and the level of their creative contribution in the emerging special issue are determined by Editor-in-Chief or his deputies.

3. RIGHTS AND RESPONSIBILITIES OF PARTIES

3.1. Starting from the day this Agreement comes into force AUTHORS assign to PUBLISHER the copyright in all the materials submitted, i.e. the right to publish the materials in the language of the original submitted in the journal *Fizika Nizkikh Temperatur* (both in hard-copy and online versions), the rights to distribute them and to include them into various data bases elsewhere.

3.2. AUTHORS guarantee that the article submitted is an original creation and that it, or any separate parts thereof, had not been previously published or submitted for publication with any other publisher. AUTHORS also guarantee that the materials submitted do not interfere with the rights of third parties and do not contain information or instructions which could bring harm or losses to the third parties, and that the publication thereof will not result in disclosure of secret or confidential data (state secrets inclusive).

3.3. Editorial Board of *Fizika Nizkikh Temperatur*, which had been approved by PUBLISHER, checks the materials submitted for the correspondence for compliance with scientific scope of the journal and (in case compliance is met) directs them to appropriate Referees. The Referee gives recommendations as to whether the materials either can be published in the journal, or should not be published (giving a reason why), or should be revised. In the last case, PUBLISHER direct to AUTHORS a copy of the Referee's report with a suggestion to take into account the Referee's conclusions or to provide additional considerations in support of AUTHORS' stand. In any case the decision to publish the materials submitted or not is taken by the Editorial Board.

3.4. Considering the fact that, according with the license agreement contracted on January 31, 2008 between B.Verkin Institute for Low Temperature Physics and Engineering of the National Academy of Sciences of Ukraine, and the USA publisher American Institute of Physics (AIP), the journal *Fizika Nizkikh Temperatur* is translated to English and disseminated in hardcopy and electronic forms under the title *Low Temperature Physics*, AUTHORS, in compliance with the norms of clause 4 of the Law of Ukraine "On copyright and related rights", allow PUBLISHER to assign to AIP for the period of validity of the agreement between PUBLISHER and AIP an exceptional and complete license for translating to English, printing, issuing, and distribution over the world of the article in English language version under the title *Low Temperature Physics*, that is, to assign the rights to use the object of copyright. In that case, AUTHORS can claim part of the royalty, which AIP, after six months after end of the corresponding year, transfers to bank account of PUBLISHER in compliance with Agreement between PUBLISHER and AIP. The amount of the royalty that is due to AUTHORS is calculated by PUBLISHER as stated in clause 4.2. of this AGREEMENT.

4. PAYMENT OF ROYALTY

4.1. According to sec. 3.1, the money obtained by PUBLISHER for the distribution (realization) of the journal *Fizika Nizkikh Temperatur* both in printed and online forms, for its appearance in various data bases is PUBLISHER's earnings to be spent by the journal mainly to cover journal publication expenditures.

4.2. PARTIES agree with what written below.

4.2.1. The royalties that come yearly to the bank account of PUBLISHER from the USA publisher (AIP) for the right to translate articles in the journal to English, to print, edit, and distribution all over the world the English-language version of the journal user the title *Low Temperature Physics* are distributed between all the subjects of copyright for the journal *Fizika Nizkikh Temperatur* in the proportion below:

— AUTHORS (co-authors as copyright subject) of scientific articles and other materials published in the journal get 50 percent of the total sum (for the scientific articles, as the object of copyright);

— PUBLISHER of *Fizika Nizkikh Temperatur* (a legal person as the subject of the copyright of the journal as a whole) and EDITORS-COMPILERS of the journal (Editor-in-Chief, his deputies, Secretary of the Editorial Board, scientific editors, and other persons who contributed as authors in the preparation and issuing of the *Fizika Nizkikh Temperatur* get 50 percent of the total sum (for the subject of copyright – the journal as a whole); in this case, the ratio of distribution between these two entities is determined by the PUBLISHER every year, depending on the contribution of the EDITORS-COMPILERS in the creation of the copyright in the respective volume of the journal as a whole.

4.2.2. Since the total amount of royalty is unknown until the moment when the corresponding sum comes to PUBLISHER from AIP, the distribution of the royalties for each author is calculated by PUBLISHER after the royalty comes to its bank account. The final royalty sums for authors of articles is calculated in the national currency of Ukraine (according to the exchange rate at the day when the sum in USA dollars arrives to PUBLISHER's account) in proportion to the number of printed pages of the articles in the journal *Low Temperature Physics*, in equal shares for all co-authors of each article. The calculation is signed by Editor-in-Chief (or his deputy) and approved by Director of Institute (or his deputy). The royalty sums for editors-compilers are determined by Editor-in-Chief (or his deputy) according to the creative contribution in the compilation of journal issues and approved by Institute Director (or his deputy).

4.2.3. To obtain the royalty, each of AUTHORS (private persons) must submit to PUBLISHER an enquiry concerning the relevant royalty payment, providing also a copy of passport and the taxation identification number. The AUTHORS, who are not citizens of Ukraine, have to register in a taxation agent of Ukraine and to obtain the taxation identification number. Based on the above mentioned calculations as well as the enquiry submitted, Institute releases an order concerning royalty payments. This order is the basis for the subsequent payment the relevant sums to AUTHORS. This order constitutes the basis for a formal request to State Treasure Department, which services the Institute, for payments to AUTHORS (individuals). At the same time, Institute acts as a taxation agent concerning the royalties (which are a passive profit) and levies the relevant taxes and dues from the calculated sums. The unitary social due is not levied from these sums, since this agreement does not establish any work relationships (cf. clause 2.1 of this Agreement).

5. ENTRY OF AGREEMENT INTO FORCE

5.1. This Agreement takes effect from the moment when the article is registered as incoming mail to *Fizika Nizkikh Temperatur* and stays valid during the period under clause 3.1 of the Agreement. If the article is not accepted for publication or AUTHORS withdrew the article prior publication, this Agreement becomes null and void.

5.2. PARTIES agree that, according to the current Ukraine law, they admit and recognize reproduction of the text of this AGREEMENT and the signatures thereon as well as other accompanying necessary and required documents (as prescribed by this AGREEMENT) using mechanic, electronic or other copying of personal signatures and of the text of AGREEMENT, which will have the same force as the real signature or original document. Facsimile (electronic) copies of documents are valid and have the equal judicial force as the origins.

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Family name, Given name	Citizenship	Signature