

**COPYRIGHT AGREEMENT (LICENSE AGREEMENT)
for publication of copyright materials (author's material)
in the "Scientific Journal of Astana IT University"**

This Agreement defines the relationship between the Publisher and the Author (or other copyright holder) who has accepted the public (offer) proposal to conclude this Agreement.

This Agreement in accordance with paragraph 5 of Art. 395 of the Civil Code of the Republic of Kazakhstan is a public offer, the full and unconditional acceptance of which, in accordance with Art. 396 of the Civil Code of the Republic of Kazakhstan, it is considered that the Author has sent his materials to the Publisher.

1. CONCEPTS USED IN THE AGREEMENT

Author - an individual (persons), whose creative work (who) created the Author's material.

Author's material - a work, scientific, scientific and practical, methodological material, submitted by the Author for publication in a journal.

Journal - scientific journal "Scientific Journal of Astana IT University".

Application - an electronic appeal of the Author to the Publisher for the publication of the Author's material in the Journal through the Open Journal Systems - article submission system.

Publisher - LLP Astana IT University (actual address: Nur-Sultan, Mangilik El avenue 55/11; e-mail - science@astanait.edu.kz, website: <https://sj.astanait.edu.kz/>).

Offer - this Agreement (offer to the Author for the publication of copyright material), posted on the official website of the Journal <https://sj.astanait.edu.kz>.

Publication - placement of the Author's material in the Journal of the Publishing House.

The Editorial Board of the Journal is a creative team that prepares and publishes the Journal.

Guidelines for authors - the conditions of publication, the rules for formatting and sending Author's materials to the journal, posted on the official website of the Journal.

Parties - Author and Publisher when jointly mentioned.

Service - placement (publication) of the Author's material in the journal on the basis of the Author's Application.

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COPE is the Publication Ethics Committee. Detailed information about the committee is available at <https://publicationethics.org/>.

Other terms used in the Agreement are determined in accordance with the norms of the current legislation of the Republic of Kazakhstan.

2. SUBJECT OF THE AGREEMENT

2.1. The Author grants the Publisher, free of charge, for the duration of the copyright provided for by the current legislation of the Republic of Kazakhstan "On Copyright and Related Rights" dated June 10, 1996 No. 6-I, an exclusive license to use the scientific work created by the Author (hereinafter referred to as the Article) for publication in the scientific journal "Scientific Journal of Astana IT University" (hereinafter referred to as the Journal), to the extent determined by this Agreement, without the Author retaining the right to issue similar licenses to this Article to other persons on the terms of Creative Commons CC BY.

2.2. The rights to use the Copyright material transferred under this Agreement include:

- reproduction of the Author's material in any material form, including on paper and electronic media, in the Journal and/or databases of the Publisher and/or third parties at the discretion of the Publisher, in accordance with the agreements concluded by the Publisher;
- distribution of the Author's material in the Journal and/or databases of the Publisher and/or third parties at the discretion of the Publisher;

- making the Copyright Material available to the public in such a way that any person can access the Copyright Material from any place and at any time of their choice (including via the Internet);
- granting permission to use the Copyright material received under this Agreement and transferring rights to third parties at the discretion of the Publisher;

2.3. Other rights not expressly transferred to the Publisher under this Agreement, including patent rights to any processes, methods or methods, etc., described by the Author in the Author's material, as well as trademark rights, are reserved by the Author, other copyright holders.

2.4. The territory in which the use of rights to the Copyright material is allowed is not limited.

2.5. The effect of this Agreement arises from the moment the Author sends the Author's material to the Journal (from the moment the Author's material is registered in the Publisher's Journal with the assignment of a unique number (DOI) in the journal registration).

2.6. The Author transfers to the Publisher the Rights to use the Copyright material free of charge.

2.7. If the Publisher decides to refuse to publish the Author's material in the Journal, this Agreement becomes invalid. The decision to refuse publication is sent to the Author at the e-mail address specified in the Application.

2.8. The Publisher undertakes, during the term of the Agreement, to provide the Author with Services related to the publication of the Author's material in the Journal.

3. MANDATORY TERMS FOR RENDERING SERVICES

3.1. The Author provides Author's materials that meet the requirements of the Offer and are designed in accordance with the Guidelines for Authors posted on the official website of the Journal on the Internet at: <https://sj.astanait.edu.kz>.

3.2. The Author carries out the Acceptance (full and unconditional acceptance) of the Offer.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Author guarantees:

- 1) The Author has exclusive rights to the Author's material;
- 2) The Author's material has not previously been transferred to anyone for reproduction or other use;
- 3) If the Author's material was written jointly with co-authors or the translation of the Author's material was made jointly with the co-authors, the Author guarantees that he informed them of the terms of this Agreement and received their written permission to sign on their behalf;
- 4) The Author's material provided under this Agreement does not violate the rights of third parties. It contains all references to cited authors and / or publications (materials) provided for by the current copyright law (If the Author's material includes excerpts from works or there are indications of works (translations) protected by copyright and owned by a third party, then the Author needs to obtain written permission from the copyright holders for all uses and reference to the original source);
- 5) The Author has obtained all necessary permissions for the results, facts and other borrowed materials (including, without limitation, copyright, or rights to a patent or trademark), the copyright of which is not the Author;
- 6) The Author's material does not contain information that is not subject to publication in the open press, in accordance with the current legislative acts of the Republic of Kazakhstan, and its publication and distribution will not lead to the disclosure of secret (confidential) information (including state secrets).

4.2. The Author undertakes:

- 1) provide the Author's material, designed in accordance with the requirements of the Publisher, set out in the Rules for Authors posted on the official website Journal.
- 2) inform other co-authors about the terms of this Agreement and obtain the consent of all co-authors to conclude it on the terms provided for in this Agreement.

3) not to use for commercial purposes and in other publications without the consent of the Publisher an electronic copy of copyright materials prepared by the Publisher.

4) observe the following ethical principles:

- The Author (or a group of authors) bears the initial responsibility for the novelty and reliability of the provided Author's material;
- The Author should not submit to the Journal the Author's material that was sent to another journal (publisher) and/or is under consideration for publication in another journal (publisher), as well as the Author's material already published in another journal (publisher);
- The Author should not re-submit Author's material on the same research as original. If elements of the Author's material have been previously published, the Author must refer to such publication and indicate the significant difference between the new Author's material and the previously published one. Also, the Author is obliged to identify the connection of the new Author's material with the conclusions of the previous (previous). Verbatim copying or paraphrasing of previous Copyright materials is unacceptable;
- Borrowed fragments or statements must be formalized with the obligatory indication of the original source. Excessive borrowings, plagiarism in any form (unformed quotations, paraphrasing or appropriation of rights to the results of other people's research) are unacceptable;
- all persons who have made a significant contribution to the preparation and writing of the Author's materials must be indicated as co-authors of the Author's material. All co-authors must approve the final version of the Author's material and agree with its publication;
- The Author (Authors) is responsible for the accuracy of the information provided, the absence of data not subject to open publication, the accuracy and completeness of information on the cited literature. The Author guarantees the Editorial Board damages in case of detection of such violations;
- The Author must disclose material conflicts of interest in the Author's Submission that could influence the results or conclusions presented in the Submission. The Author must also list all sources of funding for the preparation and writing of the Author's material or indicate the absence of such sources;
- if the Author discovers significant errors or inaccuracies in the Author's material at the stage of consideration or after publication, he must immediately notify the Editor of the journal;
- when writing the Author's material and when interacting with the Publisher (Editorial Office), the Author must rely on the Rule for Authors posted on the official website of the Journal on the Internet at: <https://sj.astanait.edu.kz>

4.3. The Author has the right:

1) donate to colleagues a copy of the Author's material in whole or in part for their personal or professional use, to promote academic or scientific research, for educational and / or informational purposes of the employer;

2) use materials from the published Author's material when writing a book;

3) use individual figures or tables and text excerpts for their own learning purposes or for inclusion in other materials, for presentation in electronic format on an internal (secure) computer network or website of the Author or his employer;

4) include the Author's material in educational collections for use in the classroom, for free distribution of the material to the Author's students, or save the material in electronic format on a local server for students to access as part of a course of study, as well as for internal training programs at the employer's institution;

5) enter into independent additional agreements that relate to the non-exclusive distribution of the Author's material in the form in which it was published by this Journal (for example, place the work in the electronic repository of the institution or publish as part of a monograph) provided that there is a link to the first publication of the work in the Journal.

6) for any subsequent permitted use of the published Author's material (including any of its individual parts, fragments), it is necessary to indicate a link to the Journal, Publisher, Author (Authors), title of the material, Journal number and year of publication.

4.4. The Publisher undertakes:

1) to publish the article (Author's materials) in accordance with the terms of this Agreement, subject to a positive result of double-blind peer review and removal of the reviewers' comments by the Author.

4.5. The Publisher has the right:

1) to carry out literary and technical editing of the Author's material, without changing its fundamental provisions;

2) to conduct an examination and review of the received Author's material and offer the Author to make the necessary changes, without which the material will not be published;

3) establish rules (conditions) for the acceptance and publication of Author's materials. The Publisher has the exclusive right to select and/or reject Copyright materials submitted for publication. The Publisher does not enter into correspondence with authors regarding the rejection of Copyright materials;

4) The Publisher has the right, at its discretion, without any agreement with the Author, to conclude contracts and agreements with third parties;

5) unilaterally change the terms of this Agreement and adjust its provisions by publishing notices of changes on the official website of the Journal.

5. PROCEDURE FOR CONCLUDING THE AGREEMENT AND AMENDING ITS TERMS

5.1. This agreement is posted on the Publisher's website on the Internet at the address: the official website of the Journal on the Internet at: <https://sj.astanait.edu.kz/> and is an offer (public offer) of the Publisher to an indefinite circle of persons (Authors) on the conclusion of this of the Agreement with the full and unconditional acceptance of its terms (acceptance) by the Author (Authors), in accordance with Art. 396 of the Civil Code of the Republic of Kazakhstan.

5.2. The conclusion of the Agreement by the Author, that is, the full and unconditional acceptance (acceptance) by the Author of the terms of the Agreement, is the performance by the Author of any of the following actions:

1) the implementation by the Author of the transfer of the Author's material to the Publisher personally, through postal or electronic communication channels and the registration by the Publisher of the Author's material received at the address of the Publisher;

2) revision by the Author of the Author's material at the suggestion of the Editorial Board and transfer to the Publisher of the finalized Author's material for publication in the Publisher's Journal.

5.3. The conclusion of the Agreement on the part of the Publisher is the registration of the Author's material in the Publisher's Journal with the assignment of a unique number (DOI) in the registration journal, which is sent to the Author at the email address specified by the author as a contact.

5.4. This Agreement may be terminated in the following cases:

1) by agreement of the Parties at any time before the publication of the Author's material in the Publisher's Journal;

2) at the initiative of the Publisher, if the Author's material does not meet the requirements of the Publisher set out in the Guidelines for Authors posted on the official website of the Journal on the Internet: <https://sj.astanait.edu.kz/>, and/or for other reasons cannot be published in the Publisher's journal. In this case, the Publisher sends the Author to the e-mail address indicated by the author as a contact, a reasoned refusal;

3) at the initiative of the Author, if after the approval of the Author's material for publication in the Publisher's Journal, the material was not published within one year. In this case, the Author must send the Publisher a written notice of withdrawal from this Agreement;

4) on other grounds provided for by the current legislation of the Republic of Kazakhstan.

5.5. All changes made by the Publisher to this Agreement shall enter into force 14 (Fourteen) calendar days after such changes are made and published on official website of the Journal on the Internet: information on changes made to the Agreement. If the Author does not agree with the changes in the terms of this Agreement, the Author has the

right to send the Publisher a written notice of withdrawal from this Agreement before the relevant changes come into force. In the absence of a written notice from the Author prior to the entry into force of the changes to the Agreement, the changes are considered accepted by the Author, and the Agreement continues to be valid with the changes made.

6. RESPONSIBILITIES OF THE PARTIES

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 Republic of Kazakhstan.

6.2. All information provided by the Author must be complete and true. When using false information received from the Author, the Publisher is not responsible for the negative consequences caused by the actions of the Author based on the false information provided.

6.3. The author independently bears all responsibility for compliance with the requirements of the legislation on advertising, protection of copyright and related rights, protection of trademarks and service marks, and protection of consumer rights. In the event that claims are made against the Publisher related to the violation of the exclusive copyright and other intellectual property rights of third parties, the Author undertakes:

1) immediately, after receiving information about the violation of the rights of third parties, take measures to resolve disputes with third parties;

2) reimburse the Publisher for the incurred legal expenses and losses caused by the application of measures to secure the claim and enforcement of the court decision, as well as other losses incurred by the Publisher in connection with the failure of the Author to comply with the guarantees provided by him under this Agreement.

6.4. The Publisher does not bear any responsibility under the Agreement for:

1) any actions that are a direct or indirect result of the actions of the Author;

2) any losses of the Author, regardless of whether the Publisher could foresee the possibility of such loss or not;

3) unauthorized use of data provided by the Author to third parties.

6.5. The Publisher is released from liability for violation of the terms of this Agreement if such violation is caused by force majeure circumstances (force majeure), including: actions of public 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 that may affect the performance of the Agreement by the Publisher.

7. THE PROCEDURE OF SETTLING DISPUTES

7.1. Disputes and disagreements will be resolved by the Parties through negotiations, and in case of failure to reach an agreement - in accordance with the current legislation of the Republic of Kazakhstan.

7.2. If there are unresolved disagreements between the Parties, disputes are resolved in court at the location of the Publisher in accordance with the current legislation of the Republic of Kazakhstan.

8. OTHER TERMS

8.1. If the Author is an individual, then in accordance with the Law of the Republic of Kazakhstan "On Personal Data and their Protection" dated May 21, 2013 N 94-V, in the period from the moment the Author's material is sent to the Publisher and until the termination of the obligations of the Parties under this Agreement, the Author agrees for the processing of personal data: last name, first name, patronymic, postal address with an index, contact phone numbers, email addresses, information about places of work, etc. The processing of personal data refers to actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (updating, changing), use, distribution (including transfer to third parties, in accordance with clause 4.5), depersonalization (for reviewing), blocking and destruction of personal data.

8.2. The text of this Agreement (public offer) is posted on the Internet on the official website of the Journal.