

AUTHORSHIP AGREEMENT (PUBLIC OFFER)
for the publication of author materials
in the scientific journal «Scientific Journal of Astana IT University»

This Agreement defines the relationship between the Publisher and any Author (or other right holder) who has accepted this public offer to conclude the present authorship agreement (hereinafter – the “Agreement”).

In accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, this Agreement constitutes a public offer, and its full and unconditional acceptance (acceptance of the offer), pursuant to Article 396 of the Civil Code of the Republic of Kazakhstan, shall be deemed the submission by the Author(s) of their materials to the scientific journal «Scientific Journal of Astana IT University» and the payment by the Author(s) for the publication services.

1. TERMS USED IN THE AGREEMENT

Author – an individual (or individuals) whose creative work has resulted in the creation of the Author’s Material.

For the purposes of fulfilling the terms of this Agreement, the Author represents the interests of other co-authors of the material, whose legal relations are governed by copyright law.

Copyright – the Author’s moral and property rights in accordance with the Law of the Republic of Kazakhstan “On Copyright and Related Rights.”

Author’s Material – a work, scientific, scientific-practical, or methodological material submitted by the Author for publication in the Journal.

Journal – the scientific journal *Scientific Journal of Astana IT University*.

Application – an electronic submission by the Author to the Publisher for the publication of the Author’s Material in the Journal via the Open Journal Systems submission platform.

Publisher – *Astana IT University LLP* (registered address: 55/11 Mangilik El Avenue, Astana; email: science@astanait.edu.kz; website: <https://sj.astanait.edu.kz/>).

Agreement, Offer – this Agreement, published on the official website of the Journal <https://sj.astanait.edu.kz/>.

Publication – the placement of the Author’s Material in the Journal by the Publisher.

Editorial Board – the creative team of the Publisher responsible for preparing and issuing the Journal.

Author Guidelines – the rules for formatting, submitting, and publishing Author’s Materials, published on the official website of the Journal.

Parties – the Author and the Publisher, when referred to collectively.

Service – the provision by the Publisher of paid services, including examination, double-blind peer review, publication of the Author’s Material in the Journal based on the Author’s Application, and the performance of other actions and processes necessary to meet the Author’s needs regarding Publication.

Payment – the remuneration paid by the Author to the Publisher, intended to ensure the proper fulfillment by the Publisher of its obligations under this Agreement.

The minimum Payment amount for the Publisher’s employees is 25,000 (twenty-five thousand) KZT, except for materials created in the course of fulfilling official duties.

The minimum Payment amount for other Authors is 50,000 (fifty thousand) KZT.

These amounts apply provided that the submitted manuscript does not exceed 10 pages in Microsoft Word and complies with the formatting requirements published on the official website of the Journal. If the manuscript exceeds this volume, an additional payment is required at a rate of 2,500 (two thousand five hundred) KZT per page for the Publisher’s employees and 5,000 (five thousand) KZT per page for other Authors. For active reviewers of the Journal, preferential or other special payment conditions may be applied at the discretion of the Publisher.

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

Other terms used in this Agreement shall be defined in accordance with the applicable laws of the Republic of Kazakhstan.

2. SUBJECT OF THE AGREEMENT

1. Under the exercise of Copyright, the Author grants the Publisher, for the duration of this Agreement, the exclusive property rights to use the Author's Material for publication in the Journal within the scope defined by this Agreement. In accordance with the terms of the Creative Commons CC BY license, the Author is not entitled to transfer the exclusive property rights to the Author's Material to any third parties other than the Publisher.
2. The exclusive property rights to use the Author's Material transferred under this Agreement, including its Publication, include the following:
 - 1) reproduction of the Author's Material in any material form, including on paper and electronic media, in the Journal and/or in the databases of the Publisher and/or third parties at the discretion of the Publisher, in accordance with agreements concluded by the Publisher;
 - 2) distribution of the Author's Material as part of the Journal and/or in the databases of the Publisher and/or third parties at the discretion of the Publisher;
 - 3) making the Publication publicly available in such a way that any person may access it from any place and at any time of their choice (including via the Internet);
 - 4) granting permission for the use of the Author's Material obtained under this Agreement and transferring the rights to third parties at the discretion of the Publisher.
3. Other rights not expressly transferred to the Publisher under this Agreement — including patent rights to any processes, methods, or techniques described by the Author in the Author's Material, as well as rights to trademarks — remain with the Author or other right holders.
4. The territory within which the rights to the Author's Material may be exercised is not limited.
5. The Author transfers to the Publisher the exclusive property rights to use the Author's Material free of charge.
6. The Publisher undertakes to provide Services to the Author for the duration of this Agreement.

3. MANDATORY CONDITIONS FOR THE PROVISION OF SERVICES

7. The Parties have agreed that the following conditions are mandatory for the fulfillment of their obligations under this Agreement:
 - 1) The Author accepts the Offer (full and unconditional acceptance).
 - 2) The Author submits Author's Materials that meet the requirements of the Offer and are prepared in accordance with the *Author Guidelines* published on the official website of the Journal at: <https://sj.astanait.edu.kz>.
 - 3) The Author makes the Payment in a timely manner, except in cases provided for by this Agreement. The Publisher's banking details are published on the official website of the Journal at: <https://sj.astanait.edu.kz>.
 - 4) The Publisher ensures the Publication within one (1) calendar year from the date the Author's Material is registered in the Journal.
8. Failure to fulfill any of the conditions specified in Clause 7 of this Agreement shall result in its termination and the Parties being returned to their original positions as if the transaction had not been concluded.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

9. The Author guarantees that:
 - 1) The Author holds the exclusive rights to the Author's Material;
 - 2) The Author's Material has not previously been transferred to any third party for reproduction or other use;
 - 3) If the Author's Material was written jointly with co-authors, or if the translation of the Author's Material was carried out jointly with co-authors, the Author guarantees that they have informed the co-authors of the terms of this Agreement and obtained their written permission to sign on their behalf;

- 4) The Author's Material submitted under this Agreement does not infringe upon the rights of third parties. It contains all references to cited authors and/or publications (materials) as required by current copyright legislation.
- 5) If excerpts from copyrighted works or references to copyrighted works (including translations) owned by third parties are included in the Author's Material, the Author must obtain written permission from the copyright holders for all such uses and provide proper citation of the original source;
- 6) The Author has obtained all necessary permissions for the use of any results, facts, and other borrowed materials, including but not limited to copyright, patent rights, or trademark rights, which the Author does not own;
- 7) The Author's Material does not contain information that is prohibited from publication in open sources under the applicable legislation of the Republic of Kazakhstan, and its publication and dissemination will not result in the disclosure of confidential information, including state secrets.

10. The Author undertakes to:

- 1) From the moment the Author's Material is submitted to the Publisher and until the Parties' obligations under this Agreement are terminated, provide consent to the processing of personal data, including surname, first name, patronymic, postal address with zip code, contact telephone numbers, email addresses, place of employment, etc. For the purposes of fulfilling this Agreement, the processing of personal data shall mean any necessary actions (operations) performed with such data, including collection, systematization, accumulation, storage, clarification (updating, modification), use, dissemination, anonymization for the purposes of double-blind peer review, blocking, and destruction of personal data;
- 2) Submit the Author's Material prepared in accordance with the Publisher's requirements as set out in the *Author Guidelines* published on the official website of the Journal;
- 3) Inform all co-authors about the terms of this Agreement and obtain their consent to conclude it on the terms provided herein;
- 4) Not use for commercial purposes or publish in other editions, without the Publisher's consent, the electronic copy of the Author's Material prepared by the Publisher;
- 5) Make the Payment in accordance with the terms of this Agreement;
- 6) Comply with the following ethical principles:
 - a) The Author (or group of authors) bears primary responsibility for the originality and accuracy of the Author's Material;
 - b) The Author must not submit to the Journal any Author's Material that has been submitted to another journal (publisher) and/or is under consideration elsewhere, nor any Author's Material that has already been published in another journal (publisher);
 - c) The Author must not resubmit as original any Author's Material devoted to the same research. If elements of the Author's Material have been previously published, the Author must reference such publications and indicate the substantial differences between the new Author's Material and the previously published one. The Author must also identify the relationship between the new Author's Material and the conclusions of previous material(s). Verbatim copying or paraphrasing of previous Author's Materials is not permitted;
 - d) Borrowed passages or statements must be properly cited with a clear reference to the original source. Excessive borrowing or plagiarism in any form (including unreferenced quotations, paraphrasing, or misappropriation of results of others' research) is unacceptable;
 - e) All individuals who have made a significant contribution to the preparation and writing of the Author's Material must be listed as co-authors. All co-authors must approve the final version of the Author's Material and agree to its publication;
 - f) The Author (Authors) is responsible for the accuracy of the presented information, the absence of data not subject to public disclosure, and the correctness and completeness of cited references. The Author guarantees to compensate the Publisher for any losses in the event such violations are discovered;

g) The Author must disclose in the Author's Material any significant conflicts of interest that may have influenced the results or conclusions presented. The Author must also list all sources of funding for the preparation and writing of the Author's Material or state the absence of such sources;

h) If the Author discovers significant errors or inaccuracies in the Author's Material during review or after publication, they must immediately notify the Editorial Board;

i) When preparing the Author's Material and when interacting with the Publisher (Editorial Board), the Author must be guided by the *Author Guidelines* published on the Journal's official website at <https://sj.astanait.edu.kz>.

11. The Author has the right to:

- 1) Distribute a copy of the Author's Material, in whole or in part, free of charge to co-authors for their personal or professional use, for the advancement of academic or scientific research, for educational purposes, and/or for the informational needs of the employer;
- 2) Use materials from the published Author's Material when writing a book;
- 3) Use individual figures, tables, and excerpts of text for their own teaching purposes or include them in other materials, as well as present them in electronic format within the internal (secured) computer network or on the website of the Author or their employer;
- 4) Use the Author's Material and/or the Publication in educational activities, distribute them free of charge among the Author's students, or store the material in electronic format on a local server for free access by students as part of a course, as well as for internal training programs within the Author's employing institution;
- 5) Conclude separate contracts and/or agreements for the distribution of the Publication in the form in which it was published in the Journal (for example, deposit the work in an institutional electronic repository or publish it as part of a monograph), provided that a reference to the original publication in the Journal is included;
- 6) In any subsequent authorized use of the published Author's Material (including any part or fragment thereof), a reference to the Journal, the Publisher, the Author(s), the title of the material, the issue number of the Journal, and the year of publication must be provided.

12. The Publisher undertakes to:

- 1) Establish the rules (conditions) for the submission and publication of Author's Materials. The Publisher retains the exclusive right to accept or reject Author's Materials submitted for Publication;
- 2) Review the Author's Material and provide the Author with necessary comments and suggestions as part of the Service provision;
- 3) Send the Author a notification to the contact email address provided, indicating the registration or rejection of the Author's Material within 30 working days from the date of receipt;
- 4) Conduct an expert review and double-blind peer review of the submitted Author's Material, as well as propose necessary revisions without which the material cannot proceed to Publication;
- 5) Proceed with the Publication of the Author's Material in accordance with the terms of this Agreement, provided that the Author has addressed the agreed-upon comments from the Editorial Board and reviewers, and the double-blind peer review has produced a positive result.

13. The Publisher has the right to:

- 1) Perform literary and technical editing of the Author's Material, provided that such editing does not alter its fundamental content;
- 2) At its sole discretion and without prior agreement with the Author, enter into contracts and agreements with third parties concerning the review and Publication of Author's Materials;
- 3) Unilaterally amend the terms of this Agreement by publishing notifications of such changes on the official website of the Journal.

5. PROCEDURE FOR CONCLUSION, AMENDMENT, AND TERMINATION OF THE AGREEMENT

14. This Agreement is published on the Publisher's website on the Internet at the official Journal webpage: <https://sj.astanait.edu.kz>.

15. This Agreement enters into force from the moment the Author's Material is registered in the Publisher's Journal and assigned a unique identifier (DOI) and remains in effect until the moment of Publication.
16. This Agreement may be terminated in the following cases:
 - 1) By mutual agreement of the Parties at any time prior to Publication;
 - 2) At the initiative of the Publisher, in the event a decision is made to refuse Publication. The decision of refusal shall be sent to the Author by email to the address specified in the Application, and the Payment shall be refunded to the Author's bank details;
 - 3) At the initiative of the Author, if the Author's Material, after being approved for Publication, is not published within one year. In this case, the Author must send the Publisher a written notice of termination of this Agreement;
 - 4) In other cases stipulated by this Agreement.
17. All amendments and additions to this Agreement shall enter into force 14 (fourteen) calendar days after their publication on the official website of the Journal. Amendments and additions shall not have retroactive effect.

6. LIABILITY OF THE PARTIES

18. The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the applicable legislation of the Republic of Kazakhstan.
19. If the Author provides inaccurate information, the Publisher shall not be held liable for any negative consequences arising from the Author's actions based on such inaccurate information.
20. The Author bears full responsibility for compliance with the requirements of legislation on advertising, protection of copyright and related rights, protection of trademarks and service marks, and consumer rights protection. In the event that any claims are brought against the Publisher in connection with the infringement of exclusive copyright or other intellectual property rights of third parties, the Author undertakes to:
 - 1) Immediately, upon receiving information about the infringement of third-party rights, take measures to resolve disputes with such parties;
 - 2) Compensate the Publisher for any legal expenses and losses incurred as a result of interim measures and enforcement of court decisions, as well as any other losses incurred by the Publisher due to the Author's failure to comply with the guarantees provided under this Agreement.
21. The Publisher shall not be liable to the Author under this Agreement for:
 - 1) Any actions that are a direct or indirect result of the Author's actions (or inaction);
 - 2) Any losses incurred by the Author, regardless of whether the Publisher could have foreseen such losses;
 - 3) Unauthorized use of data provided by the Author;
 - 4) The Author's delay or refusal to familiarize themselves with the terms of this Agreement, despite having fully and unconditionally accepted it.
22. The Publisher shall be released from liability for any breach of this Agreement if such breach is caused by circumstances of force majeure, including but not limited to: actions of governmental authorities (including the adoption of legal acts), fire, flood, earthquake, other natural disasters, power outages and/or failures of computer networks, strikes, civil unrest, riots, or any other circumstances that may affect the performance of the Agreement by the Publisher.

7. DISPUTE RESOLUTION PROCEDURE

23. Any disputes and disagreements arising between the Parties shall be resolved through negotiations. If no agreement is reached, the disputes shall be settled in accordance with the applicable legislation of the Republic of Kazakhstan.
24. In the event of unresolved disagreements, disputes shall be submitted to the court at the location of the Publisher, in accordance with the applicable legislation of the Republic of Kazakhstan.

8. MISCELLANEOUS

25. The Publisher does not engage in correspondence with the Author or any other persons regarding decisions to reject a Publication.
26. The text of this Agreement (public offer) is made available on the official website of the Journal on the Internet.