

# **Public Agreement**

## **On provision of prepress services**

City of Kyiv

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### **1. General provisions**

1.1. This document constitutes an open offer (hereinafter referred to as the “Offer”) of the Contractor on the conclusion of a Service Agreement (hereinafter referred to as the “Agreement”) on the terms and conditions set out in this Offer.

1.2. Pursuant to Article 638 of the Civil Code of Ukraine, in the event of acceptance of the terms and conditions set out in the Offer and payment for services, the individual or legal entity that accepts this Offer becomes the Customer (acceptance of the Offer is equivalent to entering into the Agreement on the terms and conditions set out in the Offer) of services for prepress preparation of the article (hereinafter referred to as the “Customer”).

1.3. The current version of the Agreement is available at:  
<https://physics.uz.ua/en/publication-terms>

### **2. Subject of the Agreement**

2.1. The subject of this Agreement is the Contractor's provision of services concerning editing, prepress preparation, electronic layout, publication on the website of the journal, and archiving of scientific and/or other texts of the Customer.

2.2. By accepting, the Customer agrees to the terms and conditions hereof, the terms and conditions of confidentiality, and confirms its unconditional consent to compliance therewith.

### **3. Terms and Conditions of Service**

3.1. Based on the received Letter of Application with a manuscript of a scientific and/or other text from the author (the Customer), the Contractor accepts the texts intended for publication in a printed mass media for editing on a paid basis.

3.2. The author (the Customer) who applies to the editorial office for the purpose of editing its scientific and/or other texts shall be obliged as follows:

- Transfer its manuscript to the editorial board by sending the same to the official email address of the editorial board.
- Based on the confirmation of a positive review and the invoice sent by the editorial board for payment for editing, prepress, electronic layout, publication on the journal's website, and archiving scientific and/or other texts, pay the cost of services within three (3) calendar days from the date of receipt of the invoice for payment for services.
- At the request of the editorial board, provide information and perform any actions necessary and sufficient from the standpoint of the editorial board to perform the order.

3.3. The editorial board undertakes to render the services within 3 (three) months from the date of acceptance of the terms and conditions hereof and the Customer's payment for services hereunder. In

exceptional cases, the term of performance of the terms and conditions hereof may be agreed with the author (the Customer) individually.

3.4. Services shall be considered rendered, and the terms and conditions hereof shall be considered performed at the time of the editor-in-chief's approval of the layout-original issue wherein the scientific and/or other text of the Customer is subject to publication.

#### **4. Cost of Services and Payment Terms. Acceptance of the Agreement**

4.1. The cost of services shall be determined by the Contractor at its own discretion and specified in the invoice accordingly.

4.2. Services shall be rendered on the condition of 100% prepayment.

4.3. Services shall be paid for within three (3) calendar days from the date of receiving the invoice for payment for services.

4.4. Payment for services shall be performed in a non-cash form by the Customer's transfer of funds to the Contractor's current account specified in the invoice.

4.5. The Customer accepts the Offer and enters into the Agreement by prepaying for services or making the first sending of scientific and/or other texts.

#### **5. Agreement Validity Period**

5.1. The Offer comes into force from the moment it is published on the Internet at: <https://physics.uz.ua/en/publication-terms> and shall be valid until the Contractor withdraws the Offer.

5.2. This Agreement comes into force from the moment of the Customer's acceptance of the Offer and shall be valid until the parties perform their obligations hereunder in full.

5.3. By mutual consent of the Parties hereto, this Agreement may be terminated prematurely.

5.4. The Offer is not irrevocable, and the editorial board shall have the right to refuse to render services to persons who do not agree with the terms and conditions hereof.

#### **6. Personal Data**

6.1. By entering into this Agreement, the Parties grant each other the right and consent to the processing of their personal data for an unlimited term in accordance with the Law of Ukraine "On Personal Data Protection". The use and dissemination of information constituting personal data of the Parties shall be performed exclusively within the limits necessary to ensure the activities and/or protect the interests of the Parties hereto and the performance hereof.

#### **7. Liability of the Parties and Dispute Resolution**

7.1. In the event of non-performance or improper performance of obligations hereunder, the Parties hereto shall be held liable in accordance with the current legislation of Ukraine.

7.2. All disputes and disagreements that may arise regarding the performance of the terms and conditions hereof shall be resolved through negotiations between the Parties hereto.

7.3. In the event of failure to resolve the relevant dispute through negotiations, the same shall be resolved in court.