

## **CONTRACT (PUBLIC OFFER) FOR THE PROVISION OF SERVICES**

Lviv State University of Internal Affairs (hereinafter – the Contractor), on the one hand, invites an indefinite number of persons (hereinafter – the Author / Authors), on the other hand, hereinafter collectively referred to as the Parties, to conclude a contract for services (hereinafter – the Contract) on the following conditions.

This document is a proposal of the Contractor to conclude a Contract by accepting a public offer in the manner prescribed by this Contract, which regulates the procedure for reviewing and publishing scientific materials (hereinafter – the Article) in the scientific and analytical journal «Social and Legal Studios» (hereinafter – the Journal), and the obligations arising between the Contractor and the Author (Authors).

### **1. General provisions**

1.1. This Contract is an accession agreement, the terms of which, in accordance with the Article 634 of the Civil Code of Ukraine, are established by the Contractor and accepted by accession of another party (Author / Authors). The other party may not propose its provisions of the agreement.

1.2. The use of the materials of the Journal by third parties is possible if they distribute the Article with the recognition of its authorship and the first publication in the Journal.

### **2. Terms and definitions**

Article – the result of fundamental and applied researches in the form of scientific material, scientific report submitted by the Author (Authors) for publication in the Journal.

Author (Authors) – a natural person (persons) who with his / her (their) intellectual, creative work prepared the Article.

Contractor – Lviv State University of Internal Affairs, represented by the Chief Editor that operates on the basis of the Regulations on the scientific and analytical journal «Social and Legal Studios».

Editorial Board – Editorial Board of the Journal.

Offer – a formal proposal of the Contractor to conclude such a Contract, indicating all the necessary provisions.

Offer acceptance – full and unconditional acceptance of the offer by performing all the actions specified in section 3 of the Contract. Offer acceptance means that the Author (Authors) agrees (agree) with all the provisions of service, acceptance is equivalent to the conclusion of the Contract in accordance with the Civil Code of Ukraine. The Author (Authors) carries out (carry out) offer acceptance by sending the Article for publication to the Editorial Board.

Retraction – withdrawal of the text of the Article from publication and notification of the Author (Authors) that the publication contains serious deficiencies or erroneous data that cannot be trusted.

Services – preparation of the scientific material for publication and publication of the Article submitted by the Author (Authors) to the Editorial Board, in the Journal:

- verification of the submitted materials of the Article by the members of the Editorial Board;

- reviewing of the scientific work by independent experts – specialists in the field represented in the materials submitted for publication;

- checking the article for originality;

- providing scientific, technical editing and correction;

- layout preparation;

- publication of the Article.

Website of the Contractor – <http://www.lvduvs.edu.ua/> .

Website of the Journal – <http://www.sls.lvduvs.edu.ua/> .

### **3. Subject of the agreement (offer)**

3.1. By submitting the Article to the Contractor, the Author (Authors) unconditionally agrees (agree) to the provisions of this Contract.

3.2. Under this Contract, the Author (Authors), on a gratuitous basis for the term of copyright prescribed by the legislation of Ukraine, provides (provide) to the Contractor and third parties independently engaged by the Contractor to perform certain work on purpose of providing services under this Contract, a non-exclusive right, according to the legislation of Ukraine and the provisions of this Contract, to use the Article created by the Author (Authors) for publication in the Journal and distribution of published materials on the website of the Journal. The Author (Authors) warrants that he / she (they) owns the exclusive copyright to the Article.

3.3. The rights to use the Article transferred under this Contract include, but are not limited to:

- reproduction of the Article or its separate part (publication, manifestation, duplication, replication, as well as any other distribution) in any material form without restrictions, including hard copy and electronic media in the form of a separate work in scientific journals and / or databases of the Contractor and / or other persons, at the discretion of the Contractor;

- reviewing, editing, abbreviating, converting or reworking the text of the Article or image on hard copy, electronic or any other media, providing the agreement of the amendments with the Author (Authors);

- distribution and publication in the public domain, processing and systematization of the Article or its separate part in Ukrainian, Russian and English languages on any medium in scientific publications and / or databases of the Contractor or other persons, at the discretion of the Contractor, or by means of an independent work all over the world;

– publication of the Article or a separate part of it in the public domain in such a way that any person can get access to the Article from anywhere at any time of their own choice (in particular, via the Internet);

– publication of materials and metadata of Articles in scientific databases and information systems at the discretion of the Contractor;

– assigning the Digital Object Identifier (DOI) to the Article

Other rights, which are not directly transferred to the Contractor under this agreement, are reserved with the Author.

3.4. The territory, in which the use of the rights to the Article is allowed, is not limited.

3.5. This Contract shall take effect upon submission of the Article to the Journal.

3.6. The rights are transferred by the Author (Authors) to the Contractor without charge, and the publication of the Article in the Journal does not entail any financial contributions to the Author (Authors).

3.7. If the Contractor decides not to publish the Article in the Journal, this Contract will cease to be valid. The decision to refuse publication shall be sent to the Author (Authors) to the e-mail address specified in the Article.

3.8. The Contractor agrees and undertakes to provide the Author (Authors) with services related to the publication of the Article in the Journal during the term of the Agreement.

3.9. The Editorial Board provides the Author (Authors) with a set of services for preparation of publication of the Article.

#### **4. Terms of providing services**

4.1. The Contractor provides services to the Author(s) only under the following conditions:

– The Author (Authors) provided the Article that meets the requirements specified on the Journal's website;

- The Author (Authors) carried out offer acceptance.

4.2. If the Article is provided by the Author (Authors) with violation of the rules and requirements of this offer, the Contractor has the right to return the materials to the Author (Authors) for reworking.

4.3. During the term of the Contract, the Contractor shall not be liable for unauthorized use of materials provided by the Author (Authors) to third parties.

#### **5. Rights and obligations of the Author (Authors)**

5.1. The Author (Authors) guarantees (guarantee) that:

– He /she (they) is / are the real right holder (real right holders) of exclusive rights to the Article;

– The Article was not and will not be submitted for publication to other editions;

– The Article contains all references to the cited authors and / or publications (materials) prescribed by the current copyright legislation;

- He / she (they) received all the necessary permits for the results, facts and other borrowed materials used in the Article, the right holder of which is not the Author (Authors);

- The author informed other co-authors about the terms of this Contract and obtained the consent of all co-authors to enter into this Contract.

#### 5.2. Author (Authors) is / are obliged:

- to submit the Article to the Contractor in accordance with the Requirements for the design of articles of scientific professional editions published on the Contractor's website;

- not to use a copy of the Article published by the Contractor without the consent of the Contractor in other printed and / or electronic editions in Ukrainian or other languages;

- to comply with the provisions of this Contract and the Principles of Ethics of the author of the scientific publication, posted on the website of the Journal;

- to pay the cost specified by the Contractor for the provision of services for the publication of the Article.

#### 5.3. The Author has the right to:

- use the materials of the Article in any manner not prohibited by the legislation of Ukraine and this Contract;

- receive from the Contractor reliable information that is necessary for reworking the Article;

- demand recognition of the authorship of the Article by duly indicating the name (names) of the Author (Authors) and in any public use of the work fully or in parts;

- counteract any distortion, changes of the Article, if such actions may damage the honor and reputation of the Author (Authors).

5.4. In all cases not stipulated and prescribed in this agreement, the Author (Authors) is / are obliged to be guided by the current legislation of Ukraine.

## **6. Rights and obligations of the Contractor**

### 6.1. The Contractor undertakes:

- to provide review of the Article submitted by the Author (Authors) in accordance with the requirements published on the website of the Journal in the relevant section, and provide the Author (Authors) with an electronic review in case of necessity;

- to submit the substantive amendments made to the Article in writing and / or orally to the Author's (Authors') approval;

- to publish the Article of the Author (Authors) in the Journal in accordance with the provisions of this Contract provided that the Author (Authors) complies (comply) with the requirements for the design of articles of scientific journals, the principles of the author's ethics, obtaining positive results of scientific examination and the decision of the Editorial Board on the possibility of publishing the Article;

- to observe the rights of the Author (Authors) prescribed by the current legislation, to carry out their protection and take all necessary measures for prevention of infringement of copyrights by the third parties.

6.2. The Contractor is entitled to:

- carry out technical and scientific editing of the Article, which does not change its main content;

- examine the Article and invite the Author (Authors) to make the necessary changes, without correction of which the Article will not be published in the Journal;

- reproduce the Article (publish, promulgate, duplicate, disseminate, as well as carry out any other distribution) without restricting the circulation of copies, while each copy of the Article must contain the name of the Author (Authors) of the Article;

- use the metadata of the Article by disseminating and communicating, processing and systematizing, as well as inclusion in various databases and information systems;

- establish the rules (provisions) of acceptance and publication of the Article in the Journal;

- select and / or reject materials sent to the Journal for publication, store and process in various databases and information systems, putting them in analytical and statistical reporting, create sound relationships between objects of science, literature and art with personal data of the Author (Authors) (surname, name; academic degree; academic status; position; full postal address of the institution where the Author (Authors) works / work; e-mail address, contact telephone numbers);

- demand from the Author (Authors) payment for the provision of publication services of the Article;

- suspend providing services to the Author (Authors) under the Contract for technical, technological or other reasons that prevent providing services at the time of elimination of such reasons;

- suspend providing services under the Contract unilaterally and extra judicially in the following cases:

- a) if the Article does not correspond to the subject of the Journal, or the submitted material is insufficient for independent publication, or the design of the Article does not meet the established requirements;

- b) the Author's (Authors') violation of other obligations accepted in accordance with the Offer;

- make changes to the Offer in order prescribed by the Offer.

6.3. In all cases not stipulated and not provided for in this Contract, the Contractor is obliged to follow the current legislation of Ukraine.

## **7. Offer acceptance and conclusion of the Contract**

7.1. This Contract shall enter into force from the moment of its conclusion, when the Author (Authors) carries out (carry out) the offer acceptance by submitting the Article to email address of the Editorial Board.

7.2. Acceptance of the offer by the Author creates the Contract between the Parties (Article 642 of the Civil Code of Ukraine) on the terms of the Offer.

7.3. This Contract is valid without limitation or until the termination of the Contract.

## **8. Procedure for changing and termination of the Contract**

8.1. The Contractor has the right to unilaterally change the provisions of this Contract by posting the amended text of the agreement on the website of the Journal. The changes enter into force from the moment of posting the text of the Contract on the Journal's website.

8.2. In case of disagreement of the Author (Authors) with changes in the provisions of the Contract, the Author (Authors) has (have) the right to send the Contractor a notice of withdrawal from this Contract. In the absence of a written notice from the Author (Authors) within 10 working days from the date of posting the new text of the agreement on the website of the Journal, the changes are considered accepted by the Author (Authors) and the Contract continues to be valid as amended.

8.3. Early termination of the Contract may occur:

- by agreement of the Parties at any time;
- on other grounds provided for by this Contract and the legislation of Ukraine.

8.4. Refusal to perform the Offer Contract after the Contractor accepts the Article for publication in the Journal is impossible.

8.5. Termination of the Contract for any reason does not release the Parties from responsibility for breach of the terms of the Contract during its term of validity.

## **9. Responsibility**

9.1. The Parties shall be responsible for non-performance or improper performance of their obligations under the Contract in accordance with the current legislation of Ukraine.

9.2. All information provided by the Author (Authors) must be accurate. The Author (Authors) is (are) responsible for the accuracy and completeness of the materials submitted to the Contractor. In case of using inaccurate information received from the Author (Authors), the Contractor shall not be responsible for the negative consequences caused by his / her actions on the basis of the provided inaccurate information.

9.3. Under the Contract, the Contractor is not responsible for:

- any actions that are a direct or indirect result of the actions of the Author (Authors);
- any losses of the Author (Authors), regardless of whether the Contractor could have foreseen the possibility of such losses or not.

9.4. The parties are released from responsibility for breach of the Contract, if such breach was caused by force majeure, such as: 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, and any other circumstances.

9.5. The Author (Authors) guarantees (guarantee) that the text of the Article does not contain technical or software modifications aimed at incorrect operation of text analysis systems for the presence of borrowings (artificial overestimation of the percentage of originality by technical or software means). In case the Editorial Board finds such modifications, the Article sent by the Author (Authors) shall not be published, the Contractor's services shall be deemed to have been performed in full.

If modifications are found after the publication of the Article, it shall be immediately withdrawn from the publication with notification of this fact to all interested parties.

9.6. Published articles that violate the Ethics of Publications may be retracted by the Publisher unilaterally.

In that case the Publisher's services are considered completed in full.

9.7. If the Author (Authors), proposing the Article, concealed the fact of its publication in any other editions before submission to the Editorial Board, after confirmation of this fact the Article is not subject to publication, this information is notified to the Author (Authors), and the Contract becomes invalid.

## **10. Dispute resolution procedure**

10.1. Disputes and disagreements are resolved by the Parties through negotiations, and in case of disagreement – in accordance with current legislation of Ukraine.

10.2. In case of unresolved differences of the Parties, disputes shall be settled in court at the location of the Contractor in accordance with the current legislation of Ukraine.

## **11. Other conditions**

11.1. Any messages, inquiries, etc. (except for the documents to be sent in the form of originals in accordance with the legislation of Ukraine) are considered to be received by the Author (Authors), if they are sent by the Contractor through the website of the Journal (including publication) to e-mail specified during the submission of the Article, or other communication channels. The parties recognize the legal force of communications, inquiries, etc., transmitted in these ways.

11.2. In case the Contractor is subject to claims related to the infringement of the exclusive copyright and other intellectual property rights of the third parties when creating the Article or in connection with the conclusion by the Author (Authors) of this Contract, the Author (Authors) undertakes:

- immediately, after receiving the notification of the Contractor, to take measures to settle disputes with the third parties, if necessary to enter into legal proceedings on the part of the Contractor and take all measures dependent on him / her to exclude the Contractor from the number of defendants;

- to reimburse the Contractor for court costs and damages caused by the application of measures to ensure the claim and enforcement of the judgment, and paid to the third party for infringement of the exclusive copyright and other

intellectual property rights, as well as other damages incurred by the Contractor due to the non-compliance with this Contract.

11.3. According to Article 6 of the Law of Ukraine "On Personal Data Protection", in the period from the conclusion of this Contract to the termination of the obligations of the Parties under this Contract, the Author (Authors) agrees to the processing of the following personal data of the Author (Authors): full name; academic degree; academic status; position; full postal address of the Author's (Authors') work-place; e-mail address, contact telephone numbers.

11.4. The Contractor is entitled to process the listed personal data for the purpose of performance of this Contract, in particular to carry out information and reference service of the Author (Authors). The processing of personal data means any action or set of actions, such as collection, registration, accumulation, storage, adaptation, modification, renewal, use and dissemination (distribution, sale, transfer), depersonalization, destruction of personal data, and the use of information (automated) systems.

11.5. The Author (Authors) is / are entitled to withdraw the consent to the processing of personal data by sending a notice to the Contractor in cases provided by the legislation of Ukraine. Having received this notice, the Contractor has the right to terminate the services.

11.6. All persons involved in the Article, including authors and reviewers who comment and evaluate the material, should report on the existence of a conflict of interest – factors that negatively affect objectivity or may be perceived as interference with the review process, editorial decisions, publications and manuscript presentations, namely:

- personal relations (friends, family members, current or previous leaders, colleagues, opponents) with persons involved in the submission or review of manuscripts (authors, reviewers, editors or members of the Editorial Board);

- personal beliefs (political, religious, ideological or other) related to the topic of the article that may interfere with the objective process of publication (at the stage of submission, review, editorial decisions or publication).

11.7. If, in the opinion of the Editor-in-Chief (Deputy Editor-in-Chief), there are circumstances that may affect the impartiality of the evaluation of the article, the Editorial Board does not involve such a reviewer.

11.8. If the Editorial Board finds a conflict of interest, which was not declared at the time of submission, the manuscript may be rejected. If an undeclared conflict of interest is identified after publication, the article may be corrected or deleted in case of necessity.