

**PUBLIC CONTRACT (OFFER)**  
**on the editorial process of preparing a scientific article for publication in the journal**  
**“NEONATOLOGY, SURGERY AND PERINATAL MEDICINE”**  
**ISSN 2226-1230 (print), ISSN 2413-4260 (online)**

Journal website: <http://neonatology.bsmu.edu.ua/>

DOI: 10.24061/2413-4260 <https://www.doi.org/10.24061/2413-4260>

Subscription index in the catalog of periodicals “Ukrposhta”: 89773.

Public Organization “Medical Education, Science and Practice” (abbreviated as MESP), USREOU code 45284000, represented by the Head of the Public Organization Yuliya Hodovanets, acting on the basis of the Charter, in accordance with the bilateral agreement between Bukovinian State Medical University (abbreviated as BSMU) and MESP (Agreement No. 1 of 06. 03.2024), hereinafter referred to as “Party-1”, offers any legally capable individual or legal entity, hereinafter referred to as “Party-2”, and together the “Parties” to conclude this agreement on the terms and conditions specified therein.

Pursuant to Articles 633 and 641 of the Civil Code of Ukraine, this Agreement is a public offer (public agreement) and its terms and conditions are the same for all individuals and legal entities that are Party-2. In case of acceptance of the terms and conditions of the Agreement (acceptance), the Party-2 undertakes to fulfill them in good faith. Failure to agree to the terms and conditions set forth in this Agreement shall render it impossible for the Party-1 to provide editorial preparation services for the publication of the article in the medical scientific and practical journal “Neonatology, Surgery and Perinatal Medicine”, which is indexed in the international database Scopus.

The Party-1 publishes this Agreement on the following:

Definition of concepts:

Journal - medical scientific and practical journal “Neonatology, Surgery and Perinatal Medicine”, ISSN 2226-1230 (print), ISSN 2413-4260 (online). Working languages - Ukrainian, English.

The journal's website is a web page on the Internet on the Open Journal Systems (OJS) website at <http://neonatology.bsmu.edu.ua/>, which is the main source of information

Parties-2.

The e-mail address of the PO MESP is [mesp2024@gmail.com](mailto:mesp2024@gmail.com).

Party-1 - a representative of the organization - MESP, EDRPOU code 45284000 in the person of the Chairman of the Board Yuliya Hodovanets, acting on the basis of the Charter.

Party-2 - a natural or legal person who has expressed an intention to submit materials for publication in the Journal.

Editorial preparation for publication in the Journal - provision by the Party-1 of a set of editorial preparation works for the publication of the article of the Party-2 in the journal “Neonatology, Surgery and Perinatal Medicine” on the terms and in the amount specified on the website of the Journal at <http://neonatology.bsmu.edu.ua/> and on the website of the MESP at <https://www.med-onp.org/>

Public offer - an offer of Party-1 (posted on the website of the Journal at <http://neonatology.bsmu.edu.ua/> and on the website of the MESP at <https://www.med-onp.org/>, addressed to an indefinite number of individuals and legal entities to enter into this Agreement on certain terms.

Acceptance means full, unconditional and unreserved acceptance by the Participant of the terms of the Public Offer and this Agreement. Acceptance shall be deemed to be made, the Public Offer accepted and the Agreement concluded by the Parties from the moment of registration of the Party-2 on the website of the Journal at <http://neonatology.bsmu.edu.ua/>, sending materials for publication and the recommended list of accompanying documents,

samples of which are presented on the website of the Journal at <http://neonatology.bsmu.edu.ua/> and on the website of the MESP at <https://www.med-onp.org/>

Charitable contribution (Publication fee) is the amount of money paid by Party-2 to Party-1 to cover the costs associated with the editorial preparation and publication of the article on the OJS website with subsequent registration in international scientometric databases and catalogs of scientific literature.

Publication of the article in the journal “Neonatology, Surgery and Perinatal Medicine” is an event that consists in the publication of the article by Party-2 on the website of the scientific publication at <http://neonatology.bsmu.edu.ua/>. This event is the fulfillment of Party-1's obligations under this Agreement.

1. Subject of the Agreement:

1.1. The Party-1 undertakes to facilitate the implementation of a set of works on the editorial preparation and publication of the Party-2's scientific article in the medical scientific and practical journal “Neonatology, Surgery and Perinatal Medicine” (ISSN 2226-1230 (print), ISSN 2413-4260 (online), which is indexed in the international database SCOPUS and other catalogs of scientific literature, on the website of the Journal at <http://neonatology.bsmu.edu.ua/>.

1.2. Party-2 undertakes to accept the terms of cooperation provided and to pay Charitable contribution (Publication fee) in a timely manner under the terms of this Agreement.

1.3. Party-2 agrees to the CC BY 4.0 License for the dissemination of information, taking into account the preservation of copyright for creative and scientific works; ensuring proper attribution; allowing others to copy, distribute and use these works.

2. Charitable contribution (Publication fee) and **payment procedure**:

2.1. The amount of Charitable contribution (Publication fee) is indicated in the relevant section on the Journal's website at <http://neonatology.bsmu.edu.ua/> and is valid at the time of payment by PARTY 2.

2.2. The Participant pays the Charitable contribution (Publication fee) on the terms of 100% prepayment within the terms specified in the relevant section on the Journal's website at <http://neonatology.bsmu.edu.ua/>.

2.3 Payment of the Charitable contribution (Publication fee) is made by Party 2 by transferring the appropriate amount to the current account of the MESP on the basis of the invoice issued by Party 1.

2.4. The deadline for transferring the Charitable Contribution (Publication Fee) is up to 5 days after receipt of the invoice by Party-2.

3. The procedure for ensuring editorial preparation for the publication of the article:

3.1. Areas of editorial preparation include: reviewing, grammatical and stylistic verification of the Ukrainian and English text, bibliographic list of references, references, issue layout and publication of the article on the Journal's website at <http://neonatology.bsmu.edu.ua/> according to the approved plan of the Journal's issues (quarterly, 4 times a year) with subsequent registration of the issue in international databases and catalogs of scientific literature.

3.2. A prerequisite for the publication of a Party-2 article in the journal “Neonatology, Surgery and Perinatal Medicine”, which is indexed in the Scopus scientometric database, is

3.2.1. submission (co-authorship) of the article by the Party-2, drawn up in accordance with the recommendations specified on the website of the Journal at <http://neonatology.bsmu.edu.ua/>;

3.2.2. positive reviews of at least 2 reviewers (selected by the Editorial Board of the Journal, double-blind peer review) who are experts in the relevant field of the article (in case of receiving comments to the article, Party-2 is given the opportunity to make changes and additions to the text of the article taking into account the comments).

3.3 The fact of fulfillment by Party-1 of its obligations is the publication of the article of Party-2 on the website of the Journal at <http://neonatology.bsmu.edu.ua/>.

4. Rights and obligations of the PARTIES:

4.1 Party-1 shall:

4.1.1. Contribute to the fulfillment of the list of editorial tasks.

4.1.2. Involve qualified contractors to fulfill the planned list of works in accordance with the requirements of the Journal's publication ethics, which is specified in the relevant section on the Journal's website at <http://neonatology.bsmu.edu.ua/>.

4.1.3. Promptly inform the Party-2 about changes, additional options, as well as the updated cost of the planned scope of work changes, through the Journal's website at <http://neonatology.bsmu.edu.ua/> or in person by means of telephone, postal, electronic communication, orally or in person.

4.1.4. Provide the Party-2 with information and documents related to this Agreement, the result and scope of work performed by means of telephone, postal, electronic communication, orally or in person.

4.1.5. To inform the Party-2 of any circumstances that impede or may impede the quality, timely or complete provision of services in accordance with this Agreement.

4.2. Party-1 has the right to:

4.2.1. To refuse to fulfill its obligations under this Agreement in case of improper fulfillment by the Party-2 of its obligations under this Agreement.

In particular (but not exclusively), Party 1 may unilaterally refuse to further fulfill its obligations in the following cases

- failure by Party-2 to fulfill its obligations under this Agreement, including in case of violation of the payment terms provided for in Clause 2.2 hereof;
- provision by the Party-2 of false information;
- provision by Party-2 to Party-1 of materials that do not comply with moral and ethical standards (plagiarism, violation of publication ethics, etc.);
- dissemination of negative information about Party-1 that harms its business reputation;
- untimely provision by the Party-2 of documents, articles and information necessary for the scope of work provision, in particular, scientific articles and other supporting documents of the Party-2;
- violation by Party-2 of moral and ethical standards in the course of provision of services by Party-1;
- refusal of Party-2 to receive services.

4.3.2 Party-2 undertakes to:

4.3.1. Ensure timely submission of the article for publication.

4.3.2. Timely submit a package of accompanying documents to the article in the recommended forms presented on the website of the Journal at <http://neonatology.bsmu.edu.ua/>.

4.3.3. Timely pay the Charitable contribution (Publication fee) in accordance with Section 2 of this Agreement.

4.3.4. Provide complete, reliable information, certified documents, article material and other information necessary to ensure the publication of the article. The documents received by Party-1 from Party-2 to the official e-mail address of Party-1 [mesp2024@gmail.com](mailto:mesp2024@gmail.com) or the official e-mail address of the Journal [neonatology@bsmu.edu.ua](mailto:neonatology@bsmu.edu.ua) with the appropriate signature (physical or electronic) or from the e-mail address of Party-2 shall also have the force of certified documents.

4.3.5. Ensure that all articles submitted by the Party-2 to the Party-1 for publication comply with the requirements for ethics of publications and requirements for publications, which are covered in the relevant sections on the Journal's website at <http://neonatology.bsmu.edu.ua/>.

4.3.6. To fulfill other legal requirements of the Party-1 necessary for the proper performance of this Agreement.

4.4. Party-2 has the right to:

4.4.1. Get the results of the editorial preparation and publication of the article on the Journal's website at <http://neonatology.bsmu.edu.ua/> in a timely manner, in a quality manner and in full in accordance with the terms of this Agreement.

4.4.2. Receive necessary and reliable information from Party 1 on the nature and scope of work provided by it, as well as other information related to the publication of Party 1's article in the journal.

4.4.3. Receive information about additional work provided by Party-2 regarding publishing activities, etc.

4.4.4. To address Party-1 with proposals for improving the quality of the article in the journal.

4.4.5. The Parties guarantee that the materials and access to electronic resources received for publication under this Agreement will not be provided/transferred to any third parties, copied or otherwise reproduced, except as provided by applicable law.

4.4.6. Each of the Parties undertakes to maintain confidentiality and not to provide third parties with materials intended for publication, including, but not limited to, links, etc. without the prior written consent of the other Party, except in cases where such materials are public.

4.4.7. Party 2 may refuse to fulfill its obligations under this Agreement in case of improper performance by Party 1 of its obligations under this Agreement.

#### 5. Responsibility of the Parties

5.1. For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of Ukraine.

5.2. Party 2 shall be fully responsible for the truthfulness, reliability and accuracy of the information provided to Party 1, for the authenticity of the documents provided and their content and for compliance with the requirements of publication ethics, including to third parties, bodies or institutions. Party-1 shall not be responsible for the content and execution of documents provided by Party-2.

5.3. Party-1 shall not be liable to Party-2 for failure to provide services under this Agreement, if such failure is due to the fault of Party-2 (failure to provide the necessary documents, failure to comply with recommendations for correcting the material of the article, etc.) Party 1 shall not be liable for the actions of public authorities, local governments, and third parties.

#### 6. Dispute Resolution Procedure.

6.1. In case of disputes arising in the course of performance of this Agreement by the Parties, the Parties shall take all measures to resolve them through negotiations. In case of impossibility of their settlement through negotiations, the interested Party shall apply to the court of competent jurisdiction in accordance with the current legislation of Ukraine.

#### 7. Force majeure circumstances.

7.1. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under this Agreement if it was the result of force majeure circumstances, such as: natural disasters, fire, floods, strikes, military actions or other circumstances, if they affected the performance of this Agreement by the Parties. Force majeure shall mean circumstances that have arisen during the term of this Agreement as a result of unforeseen and unavoidable events by the Parties.

7.2. The Party, which is faced with conditions under which it is impossible to fulfill its obligations under the Agreement due to force majeure, shall notify the other Party in writing of the occurrence of such circumstances without delay, no later than 10 (ten) days from the date of their occurrence. The notice shall contain information on the occurrence, nature of the circumstances and their possible consequences.

7.3. A certificate of the Ukrainian Chamber of Commerce and Industry may serve as a proper proof of the existence of force majeure circumstances.

7.4. In the event of force majeure, Party 1 shall make every effort to provide the services in full in a timely manner. At the same time, it shall be exempted from the need to return the funds received from the Party-2 in case of impossibility of providing services or significant changes in their quantitative and qualitative characteristics.

#### 8. Personal data and intellectual property rights.

8.1. By accepting this Agreement, the Party-1 agrees to the collection, processing and storage of its personal data, which was communicated to the Party-1 through the electronic form of the Journal's website at <http://neonatology.bsmu.edu.ua/> or in any other way, in accordance with the procedure established by the Law of Ukraine "On Personal Data Protection", and also grants the right to include its personal data in the unified electronic database of the Journal on the Open Journal Systems (OJS) website. In the future, this data may be used by Party-1 to use Party-2 as a reviewer of the Journal's publication materials (upon agreement), which will be additionally notified by means of electronic communication or by phone.

8.2. The Parties undertake, in accordance with the requirements of the current legislation in the field of personal data protection, to ensure proper protection of personal data from unlawful processing, as well as from unlawful access to them, including taking the necessary measures to prevent disclosure of personal data by employees and/or other authorized persons of the Parties to whom such personal data have been entrusted or which have become known in connection with the performance of their duties under this Agreement.

8.3. Party-2 agrees that Party-1 shall not be liable for any processing, failure to ensure access and protection of Party-2's personal data by third parties, including employees of Party-1, if the provision of access to such personal data (or other action that created the possibility of further unauthorized processing by third parties) was made by Party-1 or another person with the permission of Party-2 outside the performance of obligations under this Agreement for personal or other purposes not related to the performance of obligations under this Agreement, with the use of technical means or other materials/equipment of Party-1.

8.4. Subject to the provisions of this Agreement, the Civil Code of Ukraine, the Laws of Ukraine "On Copyright and Related Rights", "On Information", the Parties agree that

- all materials used for the purpose of performing this Agreement shall be protected by copyright,

- all and any exclusive property rights, including those specified in Article 424 of the Civil Code of Ukraine, to intellectual property objects (copyrights) provided during the realization of this Agreement by Party 1, shall be fully owned by their authors from the moment of creation of such objects.

8.5. Party-2 shall have the right to use the materials solely for the purposes of performing this Agreement. In this case, the intellectual property rights to the materials shall remain with their authors. Nothing in this Agreement shall be construed as a transfer and/or permission to use such materials for purposes other than those specified in the Agreement, including transfer to third parties.

9. Term of the Agreement.

9.1. The Agreement shall enter into force from the date of Acceptance by Party-2 and shall remain in force until the Parties have fully fulfilled their obligations.

9.2. The obligations under this Agreement shall be deemed fulfilled by Party-2 upon full payment of the Charitable Contribution (Publication fee) in accordance with the invoice issued by Party-1.

9.3. The obligations under this Agreement shall be deemed fulfilled by the Party-1 from the moment of publication of the Party-2's article on the Journal's website at <http://neonatology.bsmu.edu.ua/>.

9.4. Party-1 shall have the right to unilaterally terminate this Agreement and stop providing services in the cases provided for in Clause 4.2.1. of this Agreement. In the event of termination of the Agreement under the circumstances specified in clause 4.2.1. of this Agreement, the payments made by the Party under this Agreement shall not be refunded.

9.5. This Agreement may be terminated early by agreement of the Parties or by decision of the Commercial Court.

10. Final provisions.

10.1. Party-1 does not edit information about Party-1 - the name, surname, position and place of work specified during registration will be used to provide services.

10.2. This Agreement shall be governed by the current legislation of Ukraine, regardless of the location of the Party-2 receiving the service.

10.3. All disagreements and disputes that may arise between the Parties in connection with the execution of this Agreement shall be resolved through negotiations.

10.4. All amendments and additions to this Agreement are valid if they are set forth by the Party-1 on the website of the Journal at <http://neonatology.bsmu.edu.ua/> and on the website of the MESP at [mesp2024@gmail.com](mailto:mesp2024@gmail.com) . The following documents shall also have the force of writing (and shall be considered annexes to this Agreement): abstracts of articles and other documents exchanged by the Parties via e-mail.

10.5. Party-2 confirms that it has familiarized itself with all its terms and conditions prior to entering into (joining) this Agreement and has consciously entered into this Agreement without any coercion.

10.6. After joining the terms of this Agreement, all previous negotiations and correspondence of the Parties, which in any way relate to this Agreement, shall lose their legal force, but may be taken into account when interpreting the terms of this Agreement.

10.7. All legal relations arising in connection with the performance of this Agreement and not regulated hereunder shall be governed by the current legislation of Ukraine.

10.8. This Agreement (and even if the Acceptance has been made by the Party-2 in accordance with the terms of this Agreement) shall not apply to cases where a separate bilateral written Agreement between the Party-1 and the Party-2 is concluded and the Party-2 pays for the services of the Party-1 in accordance with a separate written Agreement concluded with it.

10.9. The Parties acknowledge that if any provision of this Agreement becomes or is declared invalid due to non-compliance with the law, such provision shall not entail invalidation of any other provision of this Agreement or this Agreement as a whole. In this case, the Parties shall take measures to amend the Agreement as soon as possible to the extent necessary to change the invalid provision so that in the amended form it is legal and in essence preserves the original intentions of the Parties to the maximum extent possible.

**Details of the Organizer**

**Public organization “Medical Education, Science and Practice”**

**EDRPOU code: 45284000**

**e-mail: [mesp2024@gmail.com](mailto:mesp2024@gmail.com)**

IBAN: UA613052990000026000001809902 (for payments in UAH)

IBAN: UA973052990000026002021808840 (For payments in Dollars)

IBAN: UA633052990000026006021809607 (for payments in Euro)

Note: in the purpose of payment indicate: “Charitable contribution”