

# Public Agreement

## On provision of prepress services

Astana, Republic of Kazakhstan

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### 1. Legal Status of the Document

- 1.1. This public offer (hereinafter – the “Offer”) constitutes a proposal by the Limited Liability Partnership Private Institution “Eurasian Accreditation Agency (EAA)” (hereinafter – the “Contractor”) to enter into a fee-based services agreement with any natural or legal person under the terms set out below, in accordance with Articles 395, 396 and 447 of the Civil Code of the Republic of Kazakhstan (hereinafter – the “CC RK”).
- 1.2. Publication of the text of this Offer on the official website of the Journal at: <https://asianjustice.kz/publication-terms> shall be deemed a public proposal addressed to an indefinite number of persons.
- 1.3. Full and unconditional acceptance of the terms of the Offer (acceptance) by any person to whom it is addressed shall constitute the conclusion of a services agreement for the pre-press preparation of an article (hereinafter – the “Agreement”), and such person shall acquire the status of the Customer.

### 2. Terms and Parties

- 2.1. Contractor – Private Institution “Eurasian Accreditation Agency (EAA)”, the editorial office of the Journal, which receives and processes texts for publication.
- 2.2. Customer – a natural or legal person who has accepted the Offer and submitted a manuscript for editing and preparation for publication.
- 2.3. Journal – a periodical print and/or electronic publication and its website on which materials are posted.

### 3. Subject of the Agreement

- 3.1. The Contractor undertakes, upon the Customer’s request, to provide the following services:
  - editorial processing of the article text;
  - pre-press preparation;
  - electronic layout (typesetting);
  - placement of the material on the Journal’s website;
  - ensuring archival storage of the published material.
- 3.2. The provision of services is possible only after the article has passed the internal scientific and editorial review and a positive decision has been issued regarding the possibility of its publication in the Journal.
- 3.3. By accepting the Offer, the Customer confirms that they have read and agree with:
  - the terms of this Agreement (Offer);
  - the editorial policy of the Journal;
  - the privacy and personal data processing policy.

### 4. Procedure for Concluding the Agreement and Interaction Between the Parties

- 4.1. Acceptance of the Offer is carried out by the Customer’s initial submission of the article manuscript to the official e-mail address of the Editorial Office and/or via the corresponding submission form on the Journal’s website.
- 4.2. For the proper provision of services, the Customer shall provide:
  - the article manuscript formatted according to the Editorial Office requirements;
  - information about the authors (full name, place of employment, contact details, etc.);
  - other materials upon the Contractor’s request.
- 4.3. The Contractor is entitled to request additional information from the Customer necessary for the performance of the Agreement. Failure to provide such information may result in suspension of the services.

## 5. Service Deadlines and Moment of Proper Performance

- 5.1. The Contractor shall provide the services within up to four (4) months from the moment of acceptance of the Offer, unless otherwise agreed by the parties additionally in written or electronic form.
- 5.2. The services shall be deemed duly provided, and the Contractor's obligations fulfilled, from the moment the Editor-in-Chief approves the final layout of the issue of the Journal (print or electronic) in which the Customer's material is to be published.

## 6. Service Fees and Payment Procedure

- 6.1. The cost of services under this Offer is established by the Contractor in an invoice or invoice-offer sent to the Customer's official e-mail address; payment shall be made in the national currency of the Republic of Kazakhstan – the tenge.
- 6.2. The specific service fee for each article shall be determined based on its volume, language, complexity of formatting and other parameters fixed at the moment of acceptance of the Offer.
- 6.3. Payment for the services shall be made via bank transfer to the Contractor's settlement account on the basis of the issued invoice and/or invoice-offer.
- 6.4. The payment obligation shall be considered fulfilled once the funds have been credited to the Contractor's settlement account.
- 6.5. The Contractor may provide certain services free of charge (for example, editing and typesetting for authors who are employees of partner organisations) subject to an appropriate agreement with the Customer.

## 7. Personal Data

- 7.1. By accepting the Offer, the Customer gives the Contractor consent to collect and process their personal data and the personal data of the co-authors indicated by them, in the volume necessary for the performance of the Agreement and the editorial activities of the Journal, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and Their Protection".
- 7.2. Personal data may be processed using information systems of the Contractor and/or third parties (hosting providers, manuscript submission systems, etc.), provided that the requirements of the laws of the Republic of Kazakhstan are met.
- 7.3. The Customer guarantees that all co-authors of the article have given their consent to the processing of their personal data.

## 8. Liability of the Parties and Dispute Resolution

- 8.1. For non-performance or improper performance of obligations under the Agreement, the parties shall bear liability in accordance with the CC RK and other regulatory legal acts of the Republic of Kazakhstan.
- 8.2. The Contractor shall not be liable for:
  - delays in publication caused by the Customer's actions (or inaction);
  - inaccuracy of information provided by the Customer;
  - technical failures in communication networks or in the operation of websites outside the Contractor's control.
- 8.3. All disputes and disagreements shall be resolved by the parties through negotiations.
- 8.4. If no agreement is reached, the dispute shall be submitted to a court at the Contractor's place of registration, in accordance with the legislation of the Republic of Kazakhstan.

## 9. Term of the Offer and the Agreement

- 9.1. The Offer shall be valid from the moment of its publication on the Journal's website and until its withdrawal by the Contractor.
- 9.2. The Agreement shall be deemed concluded from the moment the Customer accepts the Offer and shall remain in force until full performance of the obligations by both parties.
- 9.3. The Contractor may unilaterally amend the terms of the Offer; such amendments shall take effect from the moment of their publication on the Journal's website and shall apply to legal relations arising after the date of such publication.