

## PUBLIC AGREEMENT (OFFER) FOR PUBLICATION OF AUTHOR'S MATERIALS

Vitebsk

«15» January 20 25

Educational Establishment "Vitebsk State University named after P.M. Masherov", represented by Evgeny Arshansky, Vice-rector for Scientific Affairs, acting on the basis of the Power of Attorney № 37-23 от 28.08.2023, (hereinafter referred to as the "Publisher") offers an indefinite number of persons (hereinafter referred to as the "Author") to conclude this agreement on the publication of materials in the collection of materials (articles) based on the results of a scientific and technical event (conference) on the following terms.

### 1. CONCEPTS USED IN THE AGREEMENT

Acceptance of the offer – complete and irrevocable acceptance of the Offer by performing the actions specified in clause 5.1 of this Public Offer. Acceptance of the Offer creates an Author's contract concluded orally.

Author – an individual whose creative labor has produced an intellectual work.

Application – application and/or electronic application of the Author to the Publisher for placement of materials in the Edition by sending materials when registering on the website <https://conf.vsu.by/>.

Edition – collection of materials (articles) on the results of scientific and technical events (conferences).

Publisher – Educational Establishment "Vitebsk State University named after P.M. Masherov".

Offer – this document posted at <https://conf.vsu.by/>.

Materials – text material submitted by the Author for publication in the Edition.

Service – placement (publication) of Materials in the Edition on the basis of the Author's Request.

In accordance with paragraph 2 of Article 407 of the Civil Code of the Republic of Belarus, in case of acceptance of the terms and conditions of the agreement set out below, the individual or legal entity, making acceptance of this offer, becomes the Customer, and the University and the Customer jointly become the Parties to the agreement.

### 2. SUBJECT OF THE OFFER

2.1. Under this agreement, the Author grants the Publisher non-exclusive rights to use the Materials.

2.2. The Author warrants that he has exclusive Author's rights to the Materials.

2.3. The author warrants that the Materials have not been transferred for reproduction or other use to anyone else under the contract before.

2.4. The Publisher undertakes to comply with the Author's rights provided for by applicable law.

2.5. The territory in which the rights to the Materials are allowed is not limited.

2.6. The rights are transferred by the Author to the Publisher free of charge, and publication of the Materials in the Edition does not entail any financial contributions to the Author.

2.7. In case the Publisher decides to refuse to publish the Materials in the Edition, this Agreement shall become null and void.

2.8. The Publisher undertakes to provide the Author with services related to the publication of the Materials during the term of the Agreement.

### **3. GENERAL TERMS OF SERVICE**

3.1. The Publisher shall provide the Services to the Author only if the following conditions are met:

3.1.1. The Author has provided Materials that meet the requirements of the Offer;

3.1.2. The Author has accepted the Offer.

3.3. The services are provided to the Author free of charge.

3.4. If the Materials are provided by the Author in violation of the rules and requirements of this Offer, the Publisher has the right to refuse to publish them.

3.5. The Publisher shall not be liable for unauthorized use of data provided by the Author by third parties during the term of the Agreement.

### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Publisher undertakes to:

4.1.1. Publish the Materials in the Edition except for the periods of suspension of services provided by the Offer.

4.1.2. Not to make any significant changes in the Materials without the consent of the Author, as well as not to provide them with tables, comments without the consent of the Author.

4.2. The publisher is entitled to:

4.2.1. Temporarily suspend the provision of services to the Author under the Contract for technical, technological or other reasons preventing the provision of services, while such reasons are being eliminated.

4.2.2. Suspend the provision of services under the Agreement unilaterally out of court in the following cases:

a) if the Materials do not correspond to the subject of the Publication (or any part thereof), or do not contain novelty, or they do not sufficiently substantiate the question of the work, or lack their theoretical or practical significance, or the submitted material is insufficient for independent publication, or the design of the Materials does not meet the requirements;

б) violations by the Author of other obligations assumed in accordance with the Offer.

4.2.3. Make changes to the Offer in accordance with the procedure established by the Offer.

4.2.4. Distribute the Materials in accordance with the terms of Section 2 of this Public Offer.

4.2.5. Publish the Author's Materials with his name, under a pseudonym or without a name (anonymously).

4.2.6. Edit the Author's Materials with his consent.

4.2.7. To make proofreading and stylistic editing of the text of the Materials without the Author's consent.

4.2.8. To use the Materials in whole or in part.

4.3. The Author undertakes to:

4.3.1. Provide Materials in compliance with the rules specified on the website <https://conf.vsu.by/> and the requirements of the Offer.

4.3.2. Accept services provided by the Publisher.

4.4. The author is entitled to:

4.4.1. Temporarily suspend publication of the Materials in the Edition.

### **5. ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE CONTRACT**

5.1. The Author accepts the Offer by sending the Application and/or Materials to the Publisher.

## **6. TERM OF VALIDITY AND CHANGE OF TERMS OF THE OFFER**

6.1. The Offer comes into force from the moment of sending the Application and/or Materials to the Publisher and shall remain in force until the Publisher withdraws the Offer.

6.2. The Publisher reserves the right to amend the terms and conditions of the Offer or withdraw the Offer at any time at their sole discretion.

## **7. TERM OF VALIDITY AND CHANGE OF TERMS OF THE AGREEMENT**

7.1. Acceptance of the Offer by the Author creates an author's contract concluded orally (p.6 of Art. 45 of the Law "On Copyright and Related Rights") on the terms of the Offer.

7.2. The Agreement comes into force from the moment of Acceptance of the Offer by the Author and is valid:

- a) until the Publisher fulfills their obligations to provide services;
- б) until the termination of the Agreement.

7.3. The Publisher agrees and acknowledges that amendments to the Offer shall entail these amendments to the Contract entered into and in force between the Publisher and the Author, and these amendments to the Contract shall take effect simultaneously with the amendments to the Offer.

7.4. In case of revocation of the Offer by the Publisher during the term of the Agreement, the Agreement is considered terminated from the moment of revocation.

## **8. TERMINATION OF THE AGREEMENT**

8.1. The Agreement may be terminated early:

- 8.1.1. By agreement of the Parties at any time.
- 8.1.2. For other reasons provided for in this Offer.

8.2. Termination of the Agreement for any reason shall not relieve the Parties from liability for violations of the terms and conditions of the Contract arising during the term of the Agreement.

## **9. RESPONSIBILITY**

9.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement in accordance with the current legislation of the Republic of Belarus.

9.2. The Author is solely responsible for:

a) compliance with legal requirements, including legislation on advertising, protection of copyright and related rights, protection of trademarks and service marks, and consumer protection;

б) the accuracy of the information provided by them when making the Acceptance.

9.3. The Publisher does not bear any responsibility under the Offer for:

a) any actions that are a direct or indirect result of the actions of the Author;

б) any losses of the Author, regardless of whether the Publisher could have foreseen the possibility of such losses or not.

9.4. Without contradicting the above, the Publisher shall be relieved from liability for the violation of the terms and conditions of this Agreement if such violation is caused by insuperable circumstances (force majeure), including: actions of public authorities (including adoption of regulations), fire, flood, earthquake, other natural disasters, power outage and/or failures in the computer network, strikes, civil unrest, any other circumstances, which may affect execution of this Agreement by the Publisher.



## 10. OTHER TERMS

10.1. The contract, its conclusion and execution are regulated in accordance with the current legislation of the Republic of Belarus. If disputes between the Author and the Publisher regarding the Contract are not resolved through negotiations between the Parties, they are subject to consideration in accordance with the procedure provided for by the current legislation at the Publisher's location.

10.2. Without contradicting the terms of the Offer, the Author and the Publisher may at any time execute a Service Agreement in the form of a written bilateral document.

## PUBLISHER'S DETAILS

**Educational Establishment "Vitebsk State University named after P.M. Masherov"**  
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