

Public offer for pre-publication preparation and publication of articles in scientific journals

This document is an official offer (public offer) of the publishing house «Professional Bulletin» (hereinafter referred to as the "publisher") and contains all the essential terms of the agreement (hereinafter referred to as the "offer") for the publication of scientific articles in the publisher's journals.

Any person intending to publish scientific materials (hereinafter referred to as the "author") must accept (acceptance) this offer in full. Acceptance of the offer implies agreement with the terms set forth in this document.

1. Terms used in the offer

1.1. **Offer** – this document, which constitutes a proposal to the Author to enter into an agreement for the publication of materials in the scientific journals «Economics and Management» and «Information Technology and Security».

1.2. **Article** – the result of fundamental and applied scientific research submitted by the author for publication in the Journal.

1.3. **Author** – an individual (or individuals) whose creative work has produced the Article.

1.4. **Parties** – collectively referred to as the Author and the Publisher.

1.5. **Journal** – scientific publication dedicated to a specific field of knowledge, publishing articles, research, and other materials. A complete list of all the journals published by the publisher is available on the Website.

1.6. **Application** – the Author's electronic request to the Publisher to publish the Article in the Journal.

1.7. **Website** – the Publisher's website, specifically <https://www.professionalbulletinpublisher.com>.

1.8. **Editorial Office** – the editorial office of the Journals «Economics and Management» and «Information Technology and Security».

1.9. **Author Guidelines** – a list of requirements for the content and formatting of the Article, posted on the Website.

1.10. **Service** – a set of actions by the Publisher for the preparation and publication of the Article.

2. General provisions

2.1. This Offer, in accordance with article 317 of the Civil Code of Georgia, is a public Offer. Full and unconditional acceptance (acceptance) of the terms of this Offer, in accordance with article 319 of the Civil Code of Georgia, is the performance of legally significant actions as provided for in this Offer. The Parties agree that the Author accepts the Offer at the moment of sending the Article to the Publisher via official email.

2.2. This Offer takes effect upon its acceptance by the Author and is valid indefinitely.

2.3. This Offer governs the licensing and other legal relations that arise between the Parties when an Article is published in the Publisher's scientific journals.

2.4. The use of the Journal's materials by third parties is regulated by the Creative Commons «Attribution» 4.0 International license.
<https://creativecommons.org/licenses/by/4.0/>.

3. Subject of the Offer

3.1. Under this Offer, the Author grants the Publisher a non-exclusive right, on a free basis, for the duration of the copyright term provided for under Georgian law, to use the Article created by the Author or the person(s) they represent for publication in the scientific Journals «Economics and Management» and «Information Technology and Security» and for placing the published materials on the Website.

3.2. The rights to use the Article transferred under this Offer include, but are not limited to, the following:

3.2.1 Reproduction of the Article or any part thereof in any material form, including on paper and electronic media as a standalone work in the Journals and/or databases of the Publisher and/or other entities at the Publisher's discretion;

3.2.2 Distribution of the Article or any part thereof in Russian or English on any medium as part of the Journal and/or in the Publisher's or other entities' databases at the Publisher's discretion, or as a standalone work worldwide;

3.2.3 Making the Article or any part thereof publicly available in such a way that any person can access the Article from any location at any time of their choosing (including via the Internet);

3.2.4 Placement of the materials and metadata of the Article in international electronic databases and citation indexing systems at the Publisher's discretion;

3.2.5 Assigning a DOI (Digital Object Identifier) to the Article;

3.2.6 The rights listed, as well as other rights not explicitly transferred to the Publisher under this Offer, including patent rights to any materials, processes, methods, or other aspects described by the Authors in the Article, as well as trademark rights, remain with the Author or the entities they represent.

3.3. The territory where the rights to use the Article are permitted is not limited.

3.4. The effect of this Offer begins upon the submission of the Article to the Journal's Editorial Office.

3.5. The rights are transferred by the Author and the entities they represent to the Publisher on a free basis, and the publication of the Article in the Journal does not result in any financial payments to the Author or the entities they represent.

3.6. If the Publisher decides to reject the Article for publication in the Journal, this Offer becomes void. The decision to reject publication is sent to the Author via the email address from which the Application was sent.

3.7. The Publisher agrees to provide the Author with Services related to the publication of the Article in the Journal during the term of the Offer.

3.8. The Journal's Editorial Office provides the Author with a comprehensive set of Services for the preparation and publication of the Article (review of the submitted materials by Editorial Staff, peer review by the Editorial Board's expert council – doctors and candidates of sciences, originality check, technical editing, preparation of the preprint layout, and publication of the Article).

4. General terms of service provision

4.1. The Publisher provides Services to the Author only if the following conditions are met:

4.1.1. The Author has accepted the Offer;

4.1.2. The Author has provided materials that comply with the requirements of the Offer and the Journal's requirements for the formatting and content of materials;

4.1.3. The Author accepts other conditions specified on the Website.

4.2. If the materials provided by the Author violate the rules of this Offer and the requirements specified on the Website, the Publisher has the right to return the materials to the Author for revision or reject them without explanation.

4.3. The Publisher is not liable for unauthorized use of the data provided by the Author by third parties during the term of the Offer.

5. Rights and obligations of the Parties

5.1. The Author and/or the person on whose behalf they act guarantees that:

5.1.1. They are the legitimate holder of the exclusive rights to the Article and/or have obtained all necessary consents for entering into this Offer from the rights holders, and that the Article has not been and will not be submitted for publication to other editorial offices;

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

5.1.3. All necessary permissions have been obtained for the results, facts, and other borrowed materials used in the Article, for which the Author or the entity they represent are not the rights holders;

5.1.4. The Article does not contain materials prohibited from publication in open print in accordance with the legislative acts of Georgia, and its publication and distribution will not result in the disclosure of confidential information (including state secrets);

5.1.5. They have informed all co-authors of the Article (if applicable) of the terms of this Offer and have obtained their consent to enter into the Offer under the conditions provided in this Offer.

5.2. The Author undertakes to:

5.2.1. Submit the Article materials to the Publisher in accordance with the Author Guidelines published on the Website;

5.2.2. Not use the electronic copy of the Article prepared by the Publisher in other publications without the Publisher's consent;

5.2.3. During the preparation of the Article for publication, the Author and/or the entity they represent undertakes to:

a) Make corrections in the text of the Article as specified by reviewers and accepted by the Editorial Board, and/or, if necessary and at the Publisher's request, revise the Article;

b) Comply with the terms of this Offer and the provisions of the Author Guidelines posted on the Website.

5.3. The Author and/or the entity they represent has the right to use the materials of the Article in any manner not prohibited by Georgian legislation and this Offer.

5.4. The Publisher undertakes to:

5.4.1. If the Author and the entity they represent comply with the requirements contained in the Author Guidelines, receive positive results from the scientific review, and the Editorial Office decides that the Article may be published, publish the Article in the Journal in accordance with the terms of this Offer;

5.4.2. Comply with the rights of the Author and/or the entity they represent as provided by applicable law.

5.5. The Publisher has the right to:

5.5.1. Carry out technical and literary editing of the Article that does not alter its main content;

5.5.2. Conduct an examination of the Article, including plagiarism checks and peer review, and suggest that the Author and/or the entity they represent make necessary changes before the Article is published in the Journal;

5.5.3. Establish rules (conditions) for the acceptance and publication of materials in the Journal. The Editorial Board holds exclusive rights to select and/or reject materials submitted to the Journal for publication;

5.5.4. Temporarily suspend the provision of services to the Author under the Offer for technical, technological, or other reasons preventing the provision of services until such issues are resolved;

5.5.5. Suspend the provision of services under the Offer unilaterally and out of court in the following cases:

a) If the Article does not correspond to the theme of the Journal (or any of its parts), or if the submitted material is insufficient for independent publication, or if the formatting of the Article does not meet the requirements;

b) If the Author and/or the entity they represent violates other obligations established by this Offer.

5.5.6. Make changes to the Offer in the manner established by the Offer.

5.6. In all cases not stipulated or provided for in this Offer, the Parties must be guided by the applicable laws of Georgia.

6. Procedure for amending and terminating the Offer

6.1. The Publisher has the right to unilaterally amend the terms of this Offer by posting the amended text of the Offer on the Website. The amendments take effect from the moment the text of the Offer is posted on the Website.

6.2. If the Author does not agree with the changes to the terms of this Offer, the Author has the right to notify the Publisher of the refusal of the Offer. If no written notification is received from the Author within 10 business days from the date the new text of the Offer is posted on the Website, the changes are considered accepted by the Author, and the Offer continues with the amendments.

6.3. This Offer may be terminated early:

6.3.1. By mutual agreement of the Parties at any time;

6.3.2. On other grounds provided for by this Offer and the legislation of Georgia.

6.4. Refusal to perform the Offer after the Publisher has accepted the Article for publication in the Journal is not possible.

6.5. If the Author refuses to perform the Offer at the pre-publication preparation stage of the Article, the Author will be refunded the amount paid, less the expenses incurred by the Editorial Office related to the pre-publication preparation of the Article. The Parties confirm that the Editorial Office's expenses for pre-publication preparation of the Article amount to 50% of the publishing costs for the Article's publication.

6.6. Termination of the Offer for any reason does not release the Parties from responsibility for violations of the Offer's terms that occurred during its term.

7. Liability

7.1. The Parties are liable for non-fulfillment or improper fulfillment of their obligations under the Offer in accordance with the applicable laws of Georgia.

7.2. All information provided by the Author must be accurate. The Author is responsible for the accuracy and completeness of the information provided to the Publisher. The Publisher is not liable for any negative consequences arising from the use of inaccurate information provided by the Author.

7.3. The Author is independently responsible for compliance with advertising legislation, copyright and related rights, trademark protection, and consumer protection laws.

7.4. Publisher is not liable under the Offer for:

7.4.1. Any actions that are a direct or indirect result of illegal actions by the Author and/or the entity they represent;

7.4.2. Any losses of the Author, regardless of whether the Publisher could foresee the possibility of such losses;

7.4.3. The Author's failure to fulfill obligations towards the entities they represent when the Author acts as an intermediary for scientific material authors.

7.5. The Parties are released from liability for violation of the Offer's terms if such a violation is caused by force majeure events, including:

7.5.1. Actions of government authorities (including legal acts);

7.5.2. Fire, flood, earthquake, and other natural disasters;

7.5.3. Power outages and/or computer network failures;

7.5.4. Strikes, civil unrest, riots;

7.5.5. Any other circumstances preventing the fulfillment of obligations under the Offer.

7.6. The Author guarantees that the text of the Article does not contain technical or software modifications intended to interfere with text analysis systems for plagiarism detection (artificially increasing originality percentage by technical or software means).

7.6.1. If such modifications are detected by the Editorial Office, the Article submitted by the Author will not be published, and the Publisher's services will be considered fully rendered, with no refund to the Author.

7.6.2. If modifications are detected after the publication of the Article, it will be immediately retracted from publication, with notification of all interested parties.

7.6.3. The Author agrees to compensate the Publisher for all costs incurred in retracting the Article.

7.7. Published articles that violate the ethics of scientific publications may be retracted by the Publisher unilaterally. In such cases, the Publisher's obligations to the Author and the entities they represent are considered fully performed.

8. Dispute resolution procedure

8.1. Disputes and disagreements will be resolved by the Parties through negotiation, and in case of failure to reach an agreement – in accordance with the applicable laws of Georgia.

8.2. If the Parties fail to resolve disagreements, disputes are to be resolved in the court at the location of the Publisher in accordance with the applicable laws of Georgia.

9. Other conditions

9.1. Any notifications, messages, requests, and other documents (except for those that must be sent as original documents in accordance with Georgian law) are considered received by the Author if they have been transmitted (sent) by the Publisher via the email specified in the Application or through other communication channels. The Parties acknowledge the legal validity of such notifications and messages transmitted by these means.

9.2. In the event that claims are made against the Publisher related to the infringement of exclusive copyright or other intellectual property rights of third parties during the creation of the Article or in connection with the conclusion of this Offer, the Author undertakes to:

9.2.1. Immediately, upon receipt of the Publisher's notification, take measures to resolve disputes with third parties, including, if necessary, entering legal proceedings on the side of the Publisher and taking all actions necessary to remove the Publisher from the list of defendants;

9.2.2. Reimburse the Publisher for incurred legal expenses, as well as expenses and losses resulting from the application of injunction measures and enforcement of court decisions, including amounts paid to third parties for the violation of exclusive copyright and other intellectual property rights, as well as other losses incurred by the Publisher due to the Author's failure to fulfill the guarantees provided in this Offer.

9.3. In accordance with Article 6 of the Law of Georgia «On Personal Data Protection» No. 5669 dated December 28, 2011, from the moment this Offer is concluded and until the obligations of the Parties under this Offer are terminated, the **Author consents and guarantees that similar consents have been obtained from the entities they represent for the processing by the Publisher of the following personal data of the Author (or their representative – a natural person) and the entities they represent:**

9.3.1. Surname, first name, and patronymic;

9.3.2. Information on citizenship;

9.3.3. Identity document details;

9.3.4. Registration and actual residential addresses;

9.3.5. Email addresses and postal addresses with ZIP codes;

9.3.6. Contact phone and fax numbers;
9.3.7. Information on places of employment;
9.3.8. Identifiers in publication activity services;
9.3.9. Scientometric indexes, results of publication activity analysis, references to publications in other journals, and biographical information.

9.4. The Publisher has the right to process the specified personal data for the purpose of fulfilling this Offer, including providing informational and reference services to the Author and the entities they represent. The processing of personal data includes the following actions (operations):

9.4.1. Collection, systematization, accumulation, storage, clarification (updating, modification);

9.4.2. Use, dissemination (including transfer to third parties);

9.4.3. Anonymization, blocking, and destruction of personal data.

9.5. The Author has the right to withdraw their consent to the processing of personal data by sending the Publisher a corresponding notification in cases provided by Georgian law. Upon receipt of such notification, the Publisher has the right to suspend the provision of services.

If you have any questions, you can always contact us using the «Contacts» section on the Website.