Public Offer
Individual entrepreneur Iermakov Sergii Sidorovich, hereinafter referred to as the “Contractor”, in accordance with Article 634 of the Civil Code of the Ukraine, hereby offers to any individual with the exclusive right to the Article, hereinafter referred to as the “Author”, to enter into this License Agreement (hereinafter the “Agreement”).

1. GENERAL PROVISIONS
1.1. This Agreement is an offer (Public Offer) made by the Contractor to the Author and contains the terms and conditions of the license agreement which grants the right to use the Article specified in clause 2.1. of this Agreement under a simple (non-exclusive) license.
1.2. The offer shall be deemed to have been accepted in full upon performance by the Author of the actions specified in clause 4.1 of this Agreement.
1.3. The Author shall be deemed to have accepted the terms of this offer and shall acquire the rights and obligations under this offer upon acceptance of the offer.
1.4. The Author hereby confirms that he accepts the terms of the Agreement in full, without reservations or limitations.

1.5. TERMS AND DEFINITIONS USED HEREIN
1.5.1. Article is the textual material (article, review etc.), sent by the Author (Authors if there are several authors (right holders)) to the Contractor for publication.
1.5.2. Article publication is the Article publication in the Journal.
1.5.3. Offer is a formal proposal of the Contractor to enter into this contract, indicating all terms and conditions required to this effect.
1.5.4. Offer acceptance is a full and unconditional acceptance of the Offer by implementation of actions listed in the Agreement. The acceptance of this Offer means that the Buyer agrees to all terms and conditions of services. The acceptance is tantamount to agreement in accordance with the provisions of the Civil Code of the Ukraine.
1.5.5. Journal is an electronic or printed edition of the journal.
1.5.6. Application is an electronic request of the Author (Authors) to the Contractor on Article publication in the Edition by sending of the Article and personal data of the Author (Authors) in “ONLINE SUBMISSION SYSTEM” section at the Contractor’s website.

2. SUBJECT MATTER
2.1. The Author hereby grants the Contractor the right to use the Article created by the Author—the research article, including spaces) including illustrations, appendices and references (hereinafter referred to as the “Article”), under the terms of a free of charge simple (non-exclusive) license, on the terms and for the period set forth in this Agreement.
2.2. The Author grants the Contractor the right to use the Article in the following ways:
2.2.1. to reproduce the Article, in whole or in part, in any media, including on paper or electronic media as a separate document and / or as a part of the Journal “Physical Education of Students” (hereinafter referred to as the “Journal”) and / or in the databases of the Contractor and /
or other persons, including in the Contractor’s electronic libraries;
2.2.2. to share the copies of the Article, in whole or in part, including on paper or electronic media as a separate document and / or as a part of the Journal and / or in the databases of the Contractor and / or other persons;
2.2.3. to make the Article available to the public, in part or in whole, in such a way that members of the public may access it from a place and at a time that they see fit, including online;
2.2.4. to change the Article’s form for its use in software and databases, for publishing and distribution in electronic form and indexing by search engines as well as to make modifications to the Article which do not lead to creation of derivative Articles.
2.3. All rights specified in clause 2.2. of this Agreement are granted by the Author to the Contractor free of charge, without territorial restrictions, for the term of this Agreement upon its signature.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES, WARRANTIES
3.1. The Contractor shall:
3.1.1. at his own expense, ensure scientific, literary and technical editing of the Article, illustrations processing, paper and / or electronic layout design;
3.1.2. not make any changes to the Article’s title and the designation of the Author’s name without the consent of the Author;
3.1.3. obtain prior consent of the Author to all editorial revisions to the Article or revisions suggested by reviewers of the Article.
3.2. The Author shall:
3.2.1. immediately notify the Contractor of the transfer of rights to the Article, including its electronic versions, to a third party;
3.2.2. approve revisions to the Article under clause 3.1.3 of this Agreement within three (3) calendar days from the receipt of the corresponding notice from the Contractor or give a reasoned refusal. Should the Author fail to reply within the indicated time period, the revisions shall be deemed approved by the Author.
3.3. The Author warrants that:
3.3.1. he is the holder of the exclusive right to the Article and has the authority to sign this Agreement, the rights to reproduce and use the Article have not been transferred to a third party, no other person holds any rights to the Article, and granting the right to use the Article to the Contractor does not violate any rights or legitimate interests of third parties;
3.3.2. the Article contains all references to cited authors and / or publications (materials), as required by the law of the Ukraine;
3.3.3. all necessary permissions to use copyrighted materials, facts and other materials used in the Article have been obtained by the Author;
3.3.4. the Article does not contain materials that are not subject to publication under the law of the Ukraine, and publication and distribution of the Article does not disclose any secret (confidential) information.
3.4. The Contractor guarantees protection against distortion / or other persons, including in the Contractor’s electronic libraries;
2.2.2. to share the copies of the Article, in whole or in part, including on paper or electronic media as a separate document and / or as a part of the Journal and / or in the databases of the Contractor and / or other persons;
2.2.3. to make the Article available to the public, in part or in whole, in such a way that members of the public may access it from a place and at a time that they see fit, including online;
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3.3.2. the Article contains all references to cited authors and / or publications (materials), as required by the law of the Ukraine;
3.3.3. all necessary permissions to use copyrighted materials, facts and other materials used in the Article have been obtained by the Author;
3.3.4. the Article does not contain materials that are not subject to publication under the law of the Ukraine, and publication and distribution of the Article does not disclose any secret (confidential) information.
3.4. The Contractor guarantees protection against distortion
and unlawful modifications to the Article, and against recognition of the right of authorship.

3.5. The Contractor is entitled to:
3.5.1. transfer the rights to use the Article in the ways stipulated in this Agreement to third parties, including for using the Article in the databases of third parties, during the term of this Agreement;
3.5.2. unilaterally refuse to fulfil obligations under this Agreement in the following instances:
3.5.2.1. Author’s failure to submit the manuscript of the Article within the time period established by the Contractor for the revision of the Article after the receipt of the review and / or editing results for reasons attributable to the Author, or Author’s failure to fulfil other obligations under this Agreement;
3.5.2.2. violation of warranties specified in clause 3.3 of this Agreement.

4. CONCLUSION, AMENDMENTS AND TERMINATION
4.1. This Agreement shall enter into force, i.e. shall be deemed accepted in full without limitations, upon submission of the Article via personal account at the website https://sportedu.org.ua or via an email sent to the Contractor at the address sportart@gmail.com.
4.2. Any changes or additions to the Agreement shall be made by an Addendum signed by both Parties.
4.3. This Agreement may be terminated in the following cases:
4.3.1. by mutual agreement of the Parties at any time before the Article’s publication date in the Journal;
4.3.2. by the Contractor in cases provided for under this Agreement and by the law of the Ukraine;
4.3.3. on other grounds provided for by the law of the Ukraine.

5. DISPUTE SETTLEMENT. LIABILITY
5.1. The Parties shall be liable for failure to perform or improper performance of their obligations under this Agreement as provided by the law of the Ukraine.
5.2. In the event any claims are made against the Contractor concerning the violation of exclusive rights to the intellectual property belonging to third parties committed during Article’s creation or in connection with the conclusion of this Agreement by the Author, the Author shall immediately, upon receipt of a notice from the Contractor, take steps to resolve disputes with third parties and make all possible effort so that the Contractor does not become a defendant to the case; reimburse the Contractor for legal expenses, costs and losses incurred in relation to the remedies and enforcement of the court’s order and the sums of money paid to a third party for violation of exclusive rights belonging to third parties, as well as other losses incurred by the Contractor in relation to the Author’s failure to fulfil his warranties under this Agreement.
5.3. All disputes arising under this Agreement shall be resolved by negotiation between the Parties, or, should the Parties fail to reach any agreement, shall be referred to court at the location of the Contractor.

3.5. Виконавець має право:
3.5.1. передавати права на використання Статті способами, передбаченими цією Угодою, третім особам, в тому числі для використання Статті в базах даних третіх сторін, протягом строку дії цієї Угоди;
3.5.2. в односторонньому порядку відмовити у виконанні зобов’язань за цим Договором у таких випадках:
3.5.2.1. Ненадання автором рукопису Статті протягом встановленого Виконавцем строку для перегляду Статті після отримання огляду та / або редагування результатів з причин, що належать Автору, або невиконання Автором інших зобов’язань за цим Угоду;
3.5.2.2. порушення гарантій, зазначених у пункті 3.3 цієї Угоди.

4. ВИСНОВОК, ЗМІНИ І ПРИПИНЕННЯ
4.1. Ця Угода набуває чинності, тобто вважається прийнятою в повному обсязі без обмежень, після подання Статті через особистий кабінет на веб-сайт https://sportedu.org.ua або електронного листа, надісаного Виконавцю на адресу sportart@gmail.com.
4.2. Будь-які зміни або доповнення до Угоди вносяться Додатком, підписаним обома Сторонами.
4.3. Дії цієї Угоди може бути розірвана у таких випадках:
4.3.1. з взаємною згодою Сторін у будь-який час до дати публікації Статті в Журналі;
4.3.2. Виконавцем у випадках, передбачених цією Угодою та законодавством України;
4.3.3. з інших підстав, передбачених законодавством України.

5. ВИРІШЕННЯ СПОРІВ. ВІДПОВІДАЛЬНІСТЬ
5.1. Сторони несуть відповідальність за невиконання або неналежне виконання своїх зобов’язань за цим Договором, як це передбачено законодавством України.
5.2. У разі виникнення будь-яких претензій до Виконавця щодо порушення виключних прав на інтелектуальну власність, що належить третім особам, вчинених під час створення Статті або у зв’язку з укладанням цієї Угоди Автором, Автор негайно, після отримання повідомлення від Виконавця, вжити заходів для вирішення суперечок з третіми особами та докласти всіх можливих зусиль, щоб Виконавець не став відповідальний згідно Угоди.

5.3. Усі суперечки, що виникають за цією Угодою, вирішуються шляхом переговорів між Сторонами або, якщо Сторони не досягнуть будь-якої згоди, передаються до суду за місцезнаходженням Виконавця.
6. MISCELLANEOUS
6.1. Payment and payment procedure.
6.1.1. Payment is made by the customer as full down payment by transferring the necessary amount of publication fee based on the calculation or Invoice to the account of the Contractor.
6.1.2. Publishing of the article shall be made in accordance with the Author confirmation of payment of the publication fee (bank transfer to Contractor account).
6.2. By submitting the manuscript author agrees with the journal policies, peer-reviewing and publication ethics and publication malpractice statement.

7. PERIOD OF VALIDITY
7.1. The Offer comes into force from the moment of edition of this Contract in the Internet at the address: https://sportedu.org.ua/fullpdf/pes_offer.pdf and is valid until the Offer is withdrawn by the Contractor.
7.2. The Offer enters into force from the moment of Offer Acceptance by the Author and is valid until the Parties fulfill their obligations.

6. РІЗНЕ
6.1. Оплата та порядок оплати.
6.1.1. Оплата здійснюється замовником як повний перший внесок шляхом перерахування необхідної суми плати за публікацію на основі розрахунку або рахунку-фактури на рахунок Виконавця.
6.1.2. Публікація статті здійснюється відповідно до підтвердження Автором про сплату внеску за публікацію (банківський переказ на рахунок Виконавця).
6.2. Надсилаючи рукопис, Автор погоджується з політикою журналу, рецензуванням, етикою публікацій та заявою про недобросовісні публікації.

7. ПЕРІОД ДІЙСНОСТІ
7.1. Пропозиція набирає чинності з моменту публікації цієї Пропозиції в Інтернеті за адресою: https://sportedu.org.ua/fullpdf/pes_offer.pdf і діє до моменту відкликання Оферти Виконавцем.
7.2. Офerta набирає чинності з моменту прийняття її Автором та діє до моменту виконання Сторонами своїх зобов'язань.