



## JOURNAL PUBLISHING AGREEMENT

**THIS AGREEMENT** is made as of the 14<sup>th</sup> day of May 2018, between:

**Oikos Institut d.o.o.**, with offices at Neznanih junaka 9-11, 76 300 Bijeljina, Republika Srpska-BiH,  
holding tax (VAT) identification number 403572460004  
Represented by Zoran Mastilo – Director (“Journal Owner”),

and

**De Gruyter Poland Sp. z o. o.**, with offices at ul. Bogumiła Zuga 32A, 01-811 Warsaw, Poland, entered  
into the National Court Register kept by the District Court of Warsaw under number KRS 0000055478,  
NIP (fiscal identification) number PL 9521878738, having a share capital of PLN 1,905,000, trading  
under the name Sciendo  
Represented by Jacek Ciesielski – President of the Management Board (“Sciendo”).

**IT IS NOW AGREED** by the parties to this Agreement (“the parties”) as follows:

### § 1. OBLIGATIONS OF SCIENDO

1. Sciendo will provide production, marketing, distribution and training services as more fully described below (collectively, the “Services”) in accordance with the terms and conditions of this Agreement, for the journal or journals (“Journal”):

Name	ISSN	from volume year	from volume number	issues per volume	articles per volume
Economics	2303-5005	2018	6	2	14

#### Non-research papers


Name	ISSN	papers per volume
Economics	2303-5005	0

2. The Journal Owner can publish in the Journal non-research papers such as editorial notes, news, obituaries, book reviews, short communications etc., but accepts that Sciendo will provide limited services in respect of the non-research papers, i.e. only those services set out in Clause 1.3 hereof that can be provided for this type of papers; in particular the plagiarism detection system will not be provided for such papers. Without prejudice to the preceding sentence, for the purposes of the provisions of this Agreement, the term “article” will also include a non-research paper.
3. Sciendo will provide:

#### A. TECHNOLOGY SOLUTIONS

- a. Journal webpage,
- b. hosting and distribution platform on which Journal content will be accessible,
- c. system to detect plagiarism (Similarity Check);

  
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## B. SERVICES

### 1. PRODUCTION

- a. generation of DOI numbers for articles,
- b. creating article metadata in XML format (abstracts, keywords, references),
- c. adapting the Journal layout to the Sciendo requirements;

### 2. MARKETING

#### INDEXING

- a. arranging for indexing by abstracting and indexing services relevant to the Journal subject field,
- b. pre-evaluating the journal for Scopus, Medline (only for medicine and related fields) and Clarivate Analytics,
- c. application to Scopus, Medline (only for medicine and related fields) and Clarivate Analytics, if preevaluation has been positive,
- d. indexing by Google and other search engines;

#### FULLTEXT DISTRIBUTION

- e. distribution to libraries through online platform,
- f. arranging for coverage by full-text repositories,
- g. arranging for coverage by discovery services,
- h. arranging for coverage by open access directories, such as DOAJ, plus metadata distribution to those services,
- i. setting terms for document delivery companies, and serving these companies,
- j. long term preservation services;

### 3. CONSULTING

- a. handbook for the Journal editors and authors,
- b. advising how to increase citations and impact factors (for journals indexed by Clarivate Analytics),
- c. advising how to increase reference linking;

### 4. ACCOUNT MANAGEMENT


- a. Account Manager – single point of contact for the Journal editors (communication channels: phone, email, Skype),
- b. online training for editors (on contracted services),
- c. Annual Review Reports sent to editors once a year.

## § 2. OBLIGATIONS OF JOURNAL OWNER

The Journal Owner hereby undertakes and agrees with Sciendo to:

- 1. pay to Sciendo the charges in the following amounts and according to the following rules:
  - a. The charge for the services provided under this Agreement for the Journal(s) is 70 (seventy) Euro net (plus VAT, if applicable) per article. The charge for non-research papers is 50 (fifty) Euro net

  
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- (plus VAT, if applicable) per one such paper. Both charges apply also if the Journal Owner has not delivered the articles or non-research papers to Sciendo but published them elsewhere.
- b. The charge is paid in advance for each calendar year. Sciendo issues the invoice for the first calendar year within 30 days from the date of this Agreement, and for the following calendar years not earlier than in December of the preceding year, unless the Journal Owner wishes to pay earlier. The Journal Owner pays the invoice not later than in 30 days from its date.
  - c. If, through Sciendo or otherwise, the Journal has published for the given volume more articles than the number provided in Clause 1.1, Sciendo issues the invoice for those extra articles not earlier than on 15<sup>th</sup> January of the following calendar year. The Journal Owner pays the invoice not later than in 30 days from its date. If, through Sciendo or otherwise, the Journal has published for the given volume fewer articles than the number provided in Clause 1.1, Sciendo issues the correcting invoice to the latest yearly invoice. The amount given in the correcting invoice can be deducted by the Journal Owner from the payment of the next yearly invoice, on condition that the parties have agreed (pursuant to Clause 4.1 or 4.2) that this Agreement will remain in force for the following calendar year and no party has given notice of termination pursuant to Clause 4.3. If the conditions referred to in the preceding sentence are not met, Sciendo transfers the amount given in the correcting invoice into the Journal Owner's bank account within 30 days of receiving the Journal Owner's notice in writing requesting such payment and providing details of such bank account, provided, however, that this time-period cannot commence as long as it is not known whether the conditions referred to in the preceding sentence are met. The foregoing provisions of this item c relative to articles apply also to non-research papers.
  - d. All banking expenses associated with the payment will be borne by the Journal Owner.
2. supply to Sciendo the Journal content in PDF format, meeting the quality requirements as specified by Sciendo from time to time;
  3. supply to Sciendo information necessary - in the opinion of Sciendo - to be placed on the Journal homepage at the Sciendo website or to be delivered to libraries, full text repositories, open access directories and abstracting and indexing services.
  4. after the termination of this Agreement, take over the rights to all DOIs assigned by Sciendo to the articles published under this Agreement, and host the full text of those articles either on its own servers or on third party servers. In any case, such hosting should allow resolution of all DOIs in the articles content that was originally published under this Agreement;
  5. in case the Journal Owner does not comply with the obligation set out in Clause 2.4, pay Sciendo a fee of 70 (seventy) Euro net (plus VAT, if applicable) per each unresolved DOI per calendar year of such hosting as set out below or a fraction thereof, after the termination of this Agreement. Sciendo shall issue an invoice for such hosting for a calendar year not earlier than on 15th January of that year, the Journal Owner shall pay the invoice not later than in 30 days from its date, and all banking expenses associated with the payment shall be borne by the Journal Owner. In the said case, Sciendo will keep the articles content in an archive hosted and provided by Sciendo or a vendor of such archiving services, so as to comply with the second sentence of Clause 2.4. Such articles will be publicly accessible, according to such rules as reasonably set by Sciendo, and such access will be free of charge for the readers. Clause 3 shall apply to Sciendo's right to such hosting, and Sciendo shall be allowed to sublicense this right.



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### § 3. LICENCE

1. The Journal Owner hereby grants to Sciendo the right and license throughout the world, for the duration of this Agreement (subject to the provisions of Clauses 4.4 and 4.5 hereof):
  - a. to prepare, reproduce, manufacture, publish, distribute, exhibit, advertise, promote, license and sub-license electronic copies of the Journal in digital form, through the Internet and other means of data transmission now known or later to be developed; the foregoing will include abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the Journal,
  - b. to exercise, license, and sub-license others to exercise subsidiary and other rights in the Journal, including the right to photocopy, scan or reproduce copies thereof, to reproduce excerpts from the Journal in other works, to reproduce adaptations of Journal content, and to reproduce copies of the Journal as part of compilations with other works, including collections of materials made for use in classes for instructional purposes, customized works, electronic databases, document delivery, and other information services, and to publish, distribute, exhibit and license the same.
2. The Journal Owner hereby grants to Sciendo the non-exclusive licence to use the name of the Journal and of the Journal Owner in order to identify the Journal Owner as the source of the Journal.
3. The Journal Owner shall affix to the front page of electronic copies of each of the Journal's articles published under this Agreement the name, imprint and logo of Sciendo and an appropriate copyright notice, in the manner agreed with Sciendo.
4. Sciendo shall be entitled to enforce in respect of third parties, to such extent as permitted by law, the rights licensed to it hereunder.
5. The licence provided for in this Agreement entitles the Journal Owner to no royalties or other fees. The Journal Owner acknowledges that the Journal content as distributed according to Clause 1.3 hereof will be publicly accessible, according to such rules as reasonably set by Sciendo, and such access will be free of charge for the readers.

### § 4. TERM

1. This Agreement shall be for a period ending on December 31, 2021. Complete annual volumes 2018-2021 of the Journal will be electronically published under this Agreement.
2. Extension of the term of this Agreement - for periods of one year each - shall be automatic unless either party receives written notice of objection from the other party not less than 6 months prior to the term expiration.
3. Notwithstanding the provisions of 4.2. hereof and without prejudice to mandatory law, either party shall have the right to terminate this Agreement only in any of the following events, by giving seven days' notice in writing to the other party:
  - a. if the other party enters into liquidation or becomes insolvent,
  - b. if the other party hereto is guilty of a material breach or material non-observance of any of its obligations hereunder and does not remedy the same (if it is capable of remedy) within thirty (30) days of notice in writing of such breach or non-observance being given by the terminating party.
4. In case this Agreement has been terminated according to the provisions of 4.3. hereof, the provisions of 1.3.A.a, 1.3.A.b, 1.3.B.2.d-j and Clause 3 hereof remain in force until the end of the calendar year

  
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in which the relevant notice period has elapsed. In this case, Clauses 2.4 and 2.5 shall begin to apply after the end of that year.

5. Clauses 2.4 and 2.5 shall remain in force at least until the lapse of a period of 40 years following the end of the calendar year in which this Agreement terminates; after the lapse of that period Clauses 2.4 and 2.5 shall remain in force but either party shall be allowed to terminate them by giving two years' notice to the other party. Subject to mandatory law, Clauses 2.4 and 2.5 shall terminate only in accordance with the preceding sentence or if both parties so agree.
6. If the Journal Owner has delayed its payments to Sciendo due under this Agreement for more than 60 days, Sciendo has the right to withhold providing the Services, which may include in particular closing access to the content of the Journal or removing its content from the environment described in Clause 1.3.A.

## § 5. REPRESENTATIONS AND WARRANTIES

1. The Journal Owner represents and warrants that:
  - a. it exclusively owns the Journal,
  - b. it owns or it has acquired copyright and other intellectual property rights to the contents of the Journal, published or distributed under this Agreement,
  - c. the Journal and the use thereof contemplated by this Agreement do not and will not infringe the copyright, trademark, patent or other intellectual property rights of any third party,
  - d. it will reimburse Sciendo in respect of all costs and will compensate all damages that may result from claims of third parties, if any of the warranties given in points a, b and c above is not or will not be true within the duration of this Agreement,
  - e. it acknowledges that Sciendo is unable to exercise control either over the availability of the Internet or any other data network, and that Sciendo can give no warranty that the content will be available for access by customers at all times on the Internet or on any other data network; accordingly Sciendo shall not be liable, subject to mandatory law, for such unavailability or lack of access.
2. Sciendo represents and warrants that:
  - a. its personnel possesses and will possess the proper skill, training, experience and background to perform the services under this Agreement,
  - b. it has entered or will enter into agreements with the providers of the solutions necessary to perform all the Services and to meet all obligations undertaken by Sciendo by this Agreement.

## § 6. CONFIDENTIALITY

Each party hereto shall, except as required by law or to perform this Agreement, keep strictly confidential all information contained in this Agreement and all information resulting from the implementation of this Agreement, and not use this confidential information in any way other than for the performance of its obligations hereunder. This shall not apply to such information as is publicly available when received by such party or then becomes publicly available otherwise than as a result of such party's breach of this Agreement, or to any disclosure or use as authorized by the other party in writing. This Clause 6 shall survive termination of this Agreement for 3 years.

  
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## § 7. MISCELLANEOUS

1. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other party's written consent. Sciendo may, however, assign all or any of its rights and obligations hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled by a company or partnership that controls Sciendo (the relation of dependence or control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.
2. Changes of or supplements to this Agreement shall not be valid unless made in writing. The same rule shall apply to termination of this Agreement and any other notice that this Agreement requires to be given in writing.
3. This Agreement constitutes the full and complete statement of the agreement of the parties with respect to the subject matter hereof and supersedes any previous offers, agreements, understandings or communications, whether written or oral, relating to such subject matter.
4. Unless this Agreement expressly provides otherwise, Sciendo's liability for its failure to provide the Services in accordance with this Agreement shall only arise where such failure is due to Sciendo's intentional fault or gross negligence or that of a person for whom Sciendo is liable.
5. If any provision in this Agreement is held to be invalid or unenforceable, that provision shall be, inasmuch as possible, construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability.
6. This Agreement shall be governed by the laws of Poland, and any disputes arising out of this Agreement or related hereto shall be instituted in the Polish courts having jurisdiction over Sciendo's registered office.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officer, as of the date first written above

Signed for and on behalf of Sciendo: **De Gruyter Poland Sp. z o. o.**

**De Gruyter Poland Sp. z o.o.**  
 01-811 Warszawa, ul. Bogumila Zuga 32A  
 NIP: 9521878738, REGON: 017359274  
 tel. 22 701 50 15

By: **Jacek Ciesielski**

Position: **President of the Management Board**

Signed for and on behalf of the Journal Owner: **Oikos Institut d.o.o.**

By: **Zoran Mastilo**  
 Position: **Director**

