

**SERVICE AGREEMENT**

THIS AGREEMENT is made as of 28<sup>th</sup> day of October 2024, between

**Name of Conference Organizer**

**ACADEMIA DE STUDII ECONOMICE DIN BUCUREȘTI** with offices at Piata Romana nr.6, sector 1, Bucharest, Romania, holding tax (VAT) identification number 4433775, represented by **Prof. Univ. Dr. Nicolae ISTUDOR** – Rector of the Bucharest University of Economic Studies (“Conference Organizer),

and

**De Gruyter Poland Sp. z o.o.**, [REDACTED] r KRS [REDACTED]  
 [REDACTED]  
 [REDACTED]

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

§ 1. OBLIGATIONS OF SCIENDO

1. Sciendo shall provide production, marketing, distribution, and training services and an online submission and peer review system (the “System”) as more fully described below (collectively, the “Services”) in accordance with the terms and conditions of this Agreement, for the conference or conferences ("Conference") and the collection of academic papers published in the context of the Conference ("Conference Proceedings") identified in the table below:

Conference Name	Online ISSN	From volume year	From volume number	Volume per year	Papers per volume
Proceedings of the XVIII edition of the International Conference on Business Excellence	25589652	2024	Vol. 18	1	300

2. Sciendo shall:

A. TECHNOLOGY SOLUTIONS

- a. provide a Conference Proceedings webpage,
- b. provide a hosting and distribution platform on which the Conference Proceedings will be accessible,
- c. provide a system to detect plagiarism,

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*[Signature]*

## B. ONLINE SUBMISSION AND PEER REVIEW EDITORIAL SYSTEM

- a. facilitate the online submission of scholarly manuscripts (the "Content"), and the subsequent management of the process of review and revision of the Content, by those natural persons authorised by the Conference Proceedings Owner to do so (such as the Conference Proceedings' submitting authors, editors, and reviewers) (collectively the "Users"), as well as storing and transmission of other information normally collected and used in the operation of the System (the "Conference Proceedings Data"),
- b. prepare the System website to be used by the Users (the "Site"); the Site design and layout shall conform to Sciendo's then-current standards therefor; in doing so Sciendo may, but is under no obligation to, include in the Site visual characterization that reflects the Conference Proceedings' identity,
- c. provide the Conference Proceedings Editor (as defined in Clause 2.5.a) with up to twelve (12) hours of remote training in the use of the System in the first six (6) months after this Agreement's date; in order for such remote training to take place, the Conference Proceedings Owner must have the Conference Proceedings Editor appointed and ready to attend the training, and if these requirements are not met at such time as set out above the Sciendo obligation to provide the training shall expire,
- d. launch the System's operation as soon as practicable after the Conference Proceedings Owner has implemented the System,
- e. facilitate the online production tracking and content management module, which enables scheduling and management of tasks such as copyediting, author proofing, composition, and issue management,
- f. offer the Conference Proceedings Owner additional services for an extra fee, namely Additional Technical Support, Additional Training, Data Load, Extra Storage Space, System Migration;

## C. SERVICES

### 1. PRODUCTION

- a. generate DOI numbers for papers,
- b. create metadata in XML format (data necessary to put the Conference Proceedings online and set up print-on-demand in the system),
- c. provide ISBN registration,
- d. provide ISSN registration;

### 2. MARKETING

#### CONTENT INDEXING AND DISTRIBUTION

- a. arrange for the indexing of the Conference Proceedings by abstracting and indexing services that cover proceedings,
- b. pre-evaluate the Conference Proceedings for Clarivate on the condition that the Conference Organizer cooperates with Sciendo and fulfills the required documents,
- c. apply to Clarivate, if pre-evaluation has been positive,

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- d. pre-evaluate the Conference Proceedings for Scopus on the condition that the Conference Organizer cooperates with Sciendo and fulfills the required documents,
- e. apply to Scopus, if pre-evaluation has been positive,
- f. configure the Conference Proceedings webpage given its indexing by Google and other search engines;
- g. distribute to libraries through the online platform,
- h. arrange for coverage by discovery services,
- i. set terms for document delivery companies, and serve these companies,
- j. provide long-term preservation services;

### 3. CONSULTING

- a. provide a manual for the Conference Proceedings editors.

3. The Services shall be provided only for the Conference Proceedings content in English. This shall not prevent the insertion of reasonably short citations or similar phrases in another language as long as English remains the primary language.

## § 2. OBLIGATIONS OF CONFERENCE ORGANIZER

The Conference Organizer shall:

1. pay to Sciendo charges in the following amounts and according to the following rules:
  - a. The charge for the services provided under this Agreement for the Conference Proceedings is 80 (eighty) euros net (plus VAT, if applicable) per paper. These charges apply even if the Conference Proceedings Owner has not delivered the papers to Sciendo, but published them elsewhere. In addition to the charges set out above, the Conference Organizer shall pay for each calendar year to which a volume covered by this Agreement corresponds, a fixed charge of 250 (two hundred) euros (plus VAT, if applicable) per Conference Proceeding. This fixed charge shall not be reduced if this Agreement does not remain in force during a part of that year;
  - b. If the number of manuscripts submitted to the System in a calendar year exceeds 200% of the number of articles the Conference Proceedings has published in that year's volume, Sciendo may charge, at a rate of 25 (twenty-five) Euro net (plus VAT, if applicable), for each such additional manuscript. Sciendo may issue an invoice for such additional charges no earlier than 15th January of the following calendar year. The Conference Organizer shall pay the invoice not later than 30 days from its date;
  - c. Sciendo shall be entitled to charge 250 (two hundred and fifty) Euro net (plus VAT, if applicable) for the first submission or companion file covered by a Conference Organizer special request as set out in Clause 2.5.d, and 25 (twenty-five) Euro net (plus VAT, if applicable) for any additional submission or companion file covered by the same request. The Conference Organizer shall pay the relevant Sciendo invoice not later than 30 days from its date;
  - d. If the System is not implemented within 6 months of this Agreement's date owing to a circumstance for which the Conference Organizer is liable, the Conference Organizer shall pay Sciendo a setup fee of 1000 (one thousand) Euro (plus VAT, if applicable) on account of Sciendo's extended readiness to launch the System's operation; Sciendo may issue an

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- invoice for the setup fee after the lapse of that period, and the Conference Organizer shall pay the invoice not later than in 30 days from its date;
- e. For the services provided under this Agreement for the Conference Proceedings listed in Clause 1.1, Sciendo may issue the invoice for the charge referred to in point a. above for each calendar year in which one or more Conferences are planned not earlier than in December of the preceding calendar year, and for additional papers within 30 days from the date of the event or from the date when the last papers were delivered to Sciendo, but not later than in 180 days from the date of the event. However, for the Conference Proceedings listed in Clause 1.1 published in the context of the Conferences planned in the calendar year in which the date of this Agreement occurs, Sciendo may issue the invoice for the charge referred to in point a. above within 30 days from the date of this Agreement.
  - f. For the charge for delivering the papers to Sciendo in more than one batch, Sciendo may issue the invoice within 30 days from the date of the event or from the date when the last papers were delivered to Sciendo, but not later than in 180 days from the date of the event;
  - g. The Conference Organizer shall pay all invoices not later than 30 days from their date;
  - h. All banking expenses associated with the payment of Sciendo's invoices will be borne by the Conference Organizer;
  - i. The Conference Organizer irrevocably agrees to Sciendo issuing invoices relative to this Agreement in electronic form. Such invoices shall be sent to the following e-mail address or such other e-mail address as the Conference Organizer may notify Sciendo: [mihail.busu@fabiz.ase.ro](mailto:mihail.busu@fabiz.ase.ro) ; [valentin.lazar@ase.ro](mailto:valentin.lazar@ase.ro)
2. supply to Sciendo the Conference Proceedings title and content (abstract consisting of text, frontmatter, end matter, including bibliography and index, as well as illustrations and photographs) in PDF format, meeting the quality requirements as specified by Sciendo from time to time, as well as other content and graphical elements accompanying the manuscript such as figures, tables, maps, etc, in electronic form and of adequate quality;
  3. supply to Sciendo information which, in the opinion of Sciendo, is necessary to be placed on the Conference Proceedings homepage at the Sciendo website or to be delivered to libraries, full-text distributors and 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 Conference Proceedings published under this Agreement, and host the Conference Proceedings content either on the Conference Organizer's servers or on third-party servers. In any case, such hosting should allow the resolution of all DOIs in the content of the Conference Proceedings that were originally published under this Agreement;
  5. if the Conference Organizer does not comply with the obligation set out in Clause 2.4, the Conference Organizer shall pay to 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 of such year, after the termination of this Agreement. Sciendo may issue an invoice for such hosting for a calendar year not earlier than on 15th January of that year, the Conference Organizer shall pay the invoice not later than 30 days from its date, and all banking expenses associated with the payment shall be borne by the Conference Organizer. In this case, Sciendo shall keep the content of such Conference Proceedings in an archive hosted and provided by Sciendo or a vendor of such archiving services, to comply with the second sentence of Clause 2.4. Such content shall be publicly accessible, according to such rules as reasonably set by Sciendo, and such access shall 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 Conference Organizer hereby grants to Sciendo the right and license throughout the world and 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, through the Internet and other means of data transmission now known or later to be developed, copies of the Conference Proceedings in electronic and printed form including abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the Conference Proceedings;
  - b. to exercise (and license, and sub-license others to exercise) subsidiary and other rights in the Conference Proceedings, including the rights to (i) photocopy, scan, or reproduce copies thereof, (ii) reproduce excerpts from the Conference Proceedings in other works, (iii) reproduce adaptations of Conference Proceedings content, (iv) reproduce copies of the Conference Proceedings 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 (v) publish, distribute, exhibit and license any materials referred to above in this sub-clause b.
2. Without prejudice to Clause 3.1, the Conference Organizer hereby grants to Sciendo a non-exclusive license to use the name of the Conference Proceedings and the Conference Organizer to identify the Conference Organizer as the source of the Conference Proceedings.
3. The Conference Organizer shall affix (and/or permit Sciendo to affix) to the cover and front page of the copies of the Conference Proceedings published under this Agreement the name, imprint, and logo of Sciendo, in the manner agreed with Sciendo.
4. The Conference Organizer acknowledges that the electronic copies of the Conference Proceedings content as distributed according to 1.2 hereof shall be publicly accessible, according to such rules as reasonably set by Sciendo, and such access shall be free of charge for the readers. This Agreement entitles the Conference Organizer to no royalties or other fees related to the distribution of electronic copies of the Conference Proceedings.

§ 4. TERM

1. This Agreement shall be for a period ending on November 31, 2025 (the "Initial Period"). Complete annual volume 2024 of the Conference Proceedings shall be electronically published under this Agreement.
2. At the end of the Initial Period this Agreement will be extended automatically for successive periods of one year each (each such period being a "Renewal Term") unless, not less than 6 months prior to the (as the case may be) end of the Initial Period or then current Renewal Term, a party notifies the other party in writing of its objection to the extension of this Agreement. In case of such objection this Agreement shall terminate with effect from the end of (as the case may be) the Initial Period or the then current Renewal Term.
3. Notwithstanding the provisions of 4.2. hereof and without prejudice to mandatory law, a party shall have the right to terminate this Agreement by giving seven days' notice in writing to the other party only if the other party:
  - a. enters into liquidation or becomes insolvent,

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- b. is in 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. If this Agreement is terminated in accordance with the provisions of Clause 4.3. hereof, the provisions of Clauses 1.2.A.a-b, 1.2.B.2.c-i, 1.2.B.3 and 3 shall remain in force until the end of the calendar year 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 Conference Organizer has delayed any payment due to Sciendo under this Agreement for more than 60 days, Sciendo has the right to withhold the provision of the Services, which may include in particular removing access to the content of the Conference Proceedings or removing their content from the environment described in Clause 1.2.

§ 5. REPRESENTATIONS AND WARRANTIES

- 1. The Conference Organizer represents and warrants that:
  - a. the Conference Proceedings author(s) have licensed to the Conference Organizer the rights necessary to exercise the rights described in Clauses 3.1 and 3.2;
  - b. the Conference Proceedings and the use thereof contemplated by this Agreement do not and shall not infringe the copyright, trademark, patent or other intellectual property rights of any third party;
  - c. it shall reimburse Sciendo in respect of all costs and shall compensate all damages that may result from claims of third parties, if any of the warranties given in sub-clauses a and b above is not or shall not be true within the duration of this Agreement;
  - d. 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 shall 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 possess and shall possess the proper skill, training, experience and background to perform the services under this Agreement,
  - b. it has entered or shall 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

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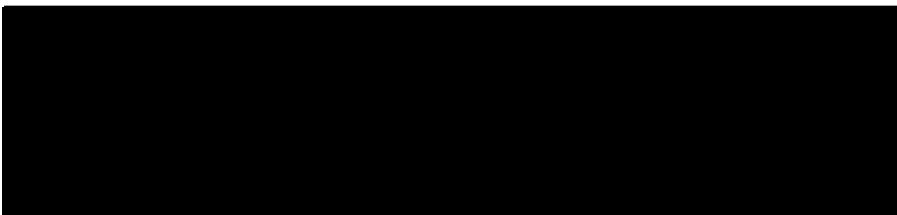
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as a result of such party's breach of this Agreement, or to any disclosure or use as authorized by the other party in writing. Clause 6 shall survive termination of this Agreement for 3 years.

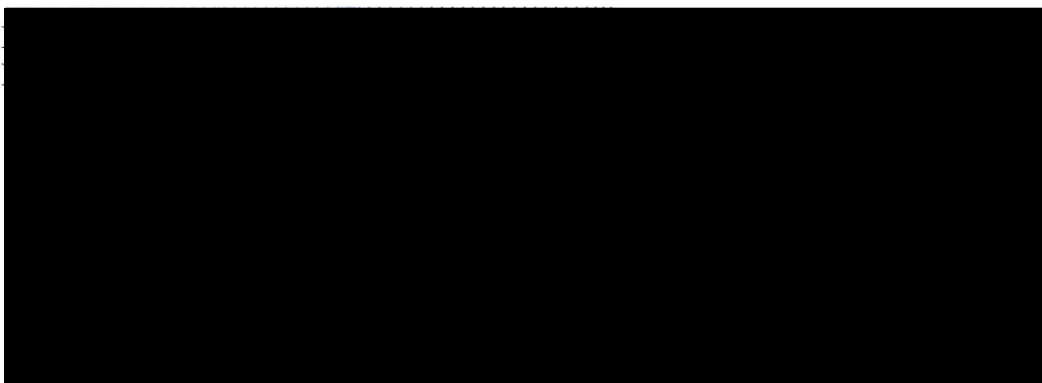
§ 7. MISCELLANEOUS

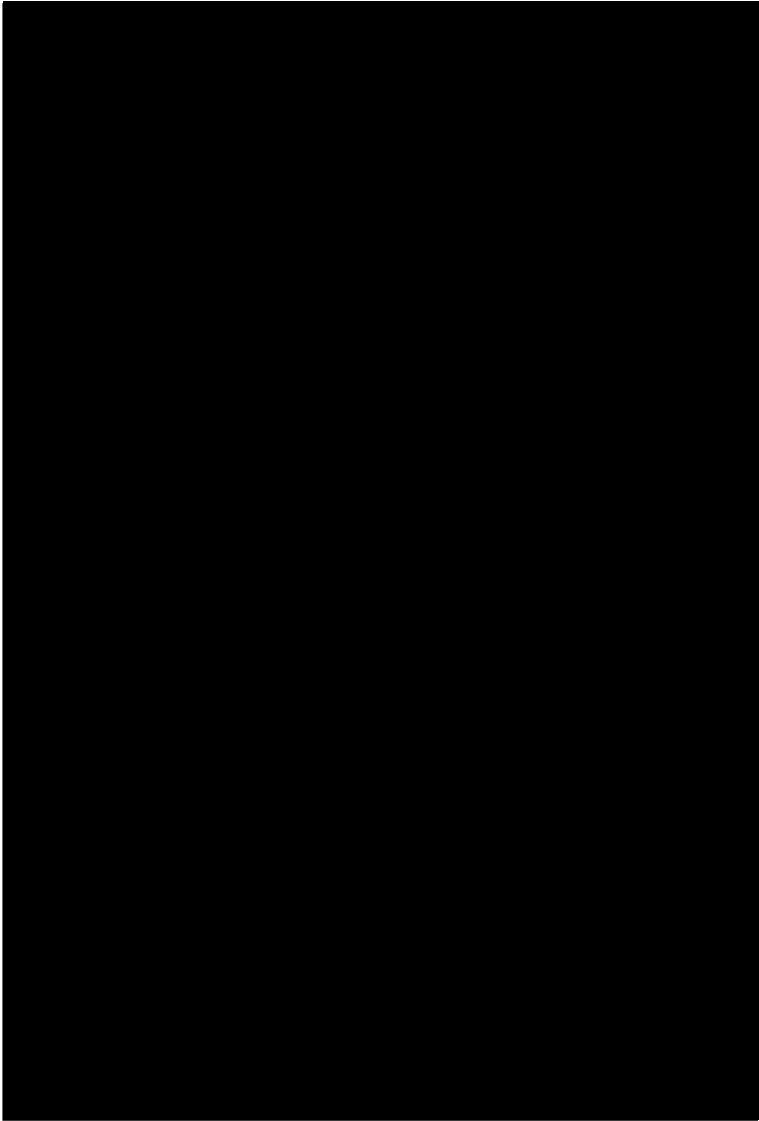
1. Neither party may assign any of its rights or obligations under this Agreement without the other party's written consent. Sciendo may, however, assign all or any of its rights and obligations hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled 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, in as much 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.
7. The parties' obligations in respect of personal data protection are set out in Attachment No. 1 to this Agreement.

**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 the Journal Owner: [Academia de Studii Economice din Bucuresti]







## Attachment No 1 – Personal Data Processing Rules

1. “GDPR” shall mean in this Attachment regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (general data protection regulation). Each reference herein to GDPR provisions shall include such provisions as may be amended or supplemented in the future and all provisions that may replace the same in the future.
2. Sciendo shall process personal data (as needed to perform this Agreement) of the submitting authors, editors, and reviewers of the Conference Proceedings and authors cited in the Conference Proceedings provided to it by the Conference Organizer or collected by Sciendo while performing this Agreement (“**Personal Data**”):
  - a. only on documented instructions from the Conference Organizer, unless required to do so under mandatory rules – in such a case, Sciendo shall inform the Conference Organizer of that legal requirement before processing, unless law prohibits such information; this Agreement (“**the Agreement**”) shall be treated as a Conference Organizer instruction to process Personal Data;
  - b. only for the performance of the Agreement and only in a manner and by using measures as set out in the Agreement;
  - c. during the life of the relevant provisions of the Agreement.
3. Sciendo shall ensure that Sciendo’s staff as authorized to process Personal Data have committed to respect confidentiality.
4. Sciendo shall take all appropriate technical and organizational measures, in particular those referred to in article 32 of the GDPR, to ensure the security of the Personal Data processed by Sciendo on behalf of the Conference Organizer.
5. Sciendo shall assist the Conference Organizer by appropriate technical and organizational measures, insofar as this is possible, in the fulfillment of the obligation to respond to requests of data subjects for exercising their rights laid down in Chapter III of the GDPR.
6. Sciendo, after becoming aware of a personal data breach regarding Personal Data, shall without undue delay notify the Conference Organizer.
7. Sciendo shall assist the Conference Organizer in the fulfillment of the obligations under articles 32 - 36 of the GDPR.
8. Sciendo shall make available to the Conference Organizer all information mentioned in Article 28 paragraph 3 item h of the GDPR, as well as shall immediately inform the Conference Organizer if, in its opinion, an instruction given to it by the Conference Organizer violates the GDPR or other personal data protection provisions.
9. Sciendo shall delete or return to the Conference Organizer, at the choice of the Conference Organizer, all Personal Data after the end of the provision of the services relating to processing Personal Data, and delete all their existing copies unless Sciendo is required to further store Personal Data under mandatory law.
10. The Conference Organizer hereby authorizes Sciendo to use subcontractors when providing the services under the Agreement, such subcontractors being processors of Personal Data within the meaning of the GDPR. Sciendo shall use the services of such subcontractors in accordance with article 28 paragraphs 2 and 4 of the GDPR.
11. The Conference Organizer shall cooperate with Sciendo in providing Personal Data protection, in particular by providing Sciendo with all necessary information.

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