

# AGREEMENT (PUBLIC OFFER) FOR THE PROVISION OF SERVICES

Almaty

" \_\_\_ " \_\_\_\_\_ 202\_year

NJSC "S.D. Asfendiyarov Kazakh National Medical University", hereinafter referred to as the "Contractor", represented by Vice-Rector I.R. Fakhradiyev, acting on the basis of Power of Attorney No. 34 dated December 10, 2024, hereby offers to conclude this Agreement, which is a Public Offer, for the provision of services for the publication of scientific articles in the journal "Vestnik KazNMU", and constitutes an official offer for the use of the Services presented on the internet resource [vestnik.kaznmu.edu.kz](http://vestnik.kaznmu.edu.kz) on the terms set forth below.

## CONCEPTS AND TERMS USED IN THIS OFFER

**Services** - services for the publication of scientific articles in the journal "Vestnik KazNMU", presented on the internet resource [vestnik.kaznmu.edu.kz](http://vestnik.kaznmu.edu.kz) to adult legally capable individuals or legal entities, using Information Technologies.

**Agreement - Offer** - this proposal made by the Contractor to anyone who responds, containing all essential terms. This proposal contains all conditions recognized as essential by law or necessary for the provision of the Services, as well as those conditions with respect to which, according to the Contractor's statement, an agreement must be reached;

**Acceptance** - the Customer's response or the Customer's performance of actions defined by the Agreement - Offer, evidencing full and unconditional acceptance of the terms of the Agreement - Offer;

**Information Technology** - a set of methods, production processes, and software and hardware tools combined into a technological complex ensuring the collection, creation, storage, accumulation, processing, search, output, copying, transmission, and dissemination of information;

**Information Resource (IR) (hereinafter referred to as the Website)** - the internet portal [vestnik.kaznmu.edu.kz](http://vestnik.kaznmu.edu.kz), i.e. the Contractor's electronic information resource, the technology of its maintenance and/or use, functioning on the Internet, as well as the organizational structure ensuring information interaction and content.

**Visitor** - a person who has visited the Website without the purpose of registering on it and acceding to the agreement;

**Customer** - a person who has accepted the Contractor's Agreement - Offer;

**Content (website content)** - the informational and technical content of the website, protected results of intellectual activity, including all content, including documents, long-term plans, cyclograms, summaries of organized educational and upbringing activities, templates, reports, articles, their titles, annotations, illustrations, covers, graphic, textual derivative, composite and other works, user interfaces, visual interfaces, databases, as well as the design, structure, selection, coordination, appearance, overall style and arrangement of such content forming part of the Website, and other intellectual property objects, jointly and/or separately, contained on the Website.

**Access to the IR** - the ability of the user to use the capabilities of the Website: articles, answers to questions, webinars, recommendations, procedures, document templates, as well as other content and functions for managing it.

**Personal Account** - the User's account in the Website Database containing the User's Personal Data, login and password, as well as other information determined at the Contractor's discretion. The User's access to their Personal Account is carried out through the use of a unique login and password.

**Legal services** - the Contractor's actions under this Offer, as defined by the Contractor in the relevant sections of the Website, including, but not limited to: answers to questions, development of articles and/or educational content, conducting webinars, etc.

**Storage of documents** - a function of the Website (IR) allowing the User to save previously used Document Templates in the personal account and use them later, including in the User's own version.

**Document Templates** - samples of methodological and educational documents presented on the Website (IR), prepared according to the general rules and legislation regulating such documents in the preschool sphere of the Republic of Kazakhstan.

**Article** - unique informational material characterizing a scientific issue, process, or lesson.

**Personal Data** - information regulated by the Agreement - Offer relating to a specific individual, recorded on electronic, paper, and/or other tangible media;

**Collection of Personal Data** - actions aimed at obtaining Personal Data;

**Processing of Personal Data** - actions aimed at accumulation, storage, modification, supplementation, use, dissemination, depersonalization, blocking, and destruction of Personal Data;

**Third Parties** - persons related, both currently and in the future, to the Contractor by circumstances or legal relations concerning the Collection, Processing, and protection of the User's Personal Data.

Other terms and definitions used in this Offer shall have the meaning established by the current legislation of the Republic of Kazakhstan.

## **1. GENERAL PROVISIONS**

**1.1.** In accordance with paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan, a public offer is a proposal containing all essential terms of the agreement, from which the intention of the person making the proposal to conclude the agreement on the terms specified in the proposal with anyone who responds thereto is evident.

**1.2.** Acceptance of the offer in the context of this agreement is the written statement of the potential Customer to whom the offer is addressed regarding its acceptance, executed in the form of a scanned copy of the application, which is sent to the Contractor. Acceptance must be full and unconditional. By taking actions to accept this Offer, the Customer confirms their legal capacity and capability, as well as their lawful right to enter into contractual relations with the Contractor.

**1.3.** Acceptance of the Offer is equivalent to the conclusion of a Service Agreement and all appendices thereto. From the moment the Contractor receives the scanned copy of the potential Customer's application for accession to the offer, the Agreement between the Customer and the Contractor shall be considered concluded, having entered into legal force, and shall be the fundamental document in the official relationship between the parties. The beginning of use of the Website means proper conclusion of the Agreement on the basis of this Offer and full consent to all its terms.

**1.4.** The obligation to familiarize themselves with the text of the Offer lies entirely with the Customer; the Contractor shall not be liable for the Customer's untimely or incomplete study of this document or for unconscious accession thereto.

**1.5.** From the moment of acceptance of the terms of this Offer, the Customer becomes a party to the Agreement and acquires rights and obligations in accordance with the terms of this Offer. The terms of the Offer are accepted by the Customer in full, without any exclusions or amendments, and become binding for performance.

**1.6.** By agreeing to the terms of the Offer, the Customer understands the significance of their actions and is capable of controlling them, and is not under the influence of mistake, deception, violence, or threat. The Agreement is concluded by the Customer voluntarily.

**1.7.** The Offer applies to all types of the Contractor's Services, including long-term, regular, and one-time services.

**1.8.** The terms of this agreement are the same for all Customers.

## **2. SUBJECT OF THE OFFER**

**2.1.** The subject of this Offer is services for the publication of scientific articles in the journal "Vestnik KazNMU".

**2.2.** The name, composition, type, terms of provision, period, duration, and cost of services are specified on the Website in the relevant section. The cost of one-time services is determined individually after assessment of the Customer's order by the Contractor's specialist.

**2.3.** The Contractor grants the Customer and its Users the right to use access to the Website and its services, without receiving income (direct or indirect commercial benefit) from such use, exclusively for their own consumption.

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

### **3.1. The Contractor undertakes to:**

**3.1.1.** Provide Services to Customers in accordance with the licenses held by the Contractor and the current legislation of the Republic of Kazakhstan;

**3.1.2.** Provide the Customer with the opportunity to familiarize themselves with the Price List effective during the period of provision of Services under this agreement;

**3.1.3.** Ensure a confidentiality regime when the Customer applies for the Services in accordance with legal requirements;

**3.1.4.** Treat the Customer with respect;

**3.1.6.** Provide services with due quality, in full, in accordance with this agreement after the Customer has paid funds in the manner determined by Section 5 of this agreement and provided documents confirming payment;

### **3.2. The Customer undertakes to:**

**3.2.1.** Pay for the cost of services before the start of their provision according to the Price List approved by the Contractor, in the manner determined by Section 5 of this agreement;

**3.2.2.** Familiarize themselves with the procedure and conditions for the provision of paid services under this agreement;

**3.2.3.** Provide the Contractor with the necessary conditions for the provision of services.

### **3.3. The Contractor has the right to:**

**3.3.1.** Demand timely payment for the Services rendered in accordance with its qualification, the duration, and quality of the Services rendered;

**3.3.2.** Amend and terminate this Agreement in accordance with the civil legislation of the Republic of Kazakhstan.

### **3.4. The Customer has the right to:**

**3.4.1.** At any time check the progress and quality of the Services rendered by the Contractor without interfering in its activities;

**3.4.2.** Demand from the Contractor high-quality provision of the Services and careful treatment of the Customer's property;

**3.4.3.** Exercise other rights provided for by the current legislation of the Republic of Kazakhstan and internal regulatory acts.

## **4. TERMS OF SERVICE PROVISION**

**4.1.** The Services are provided by the Contractor under the following conditions:

**4.1.1.** The Services are provided on the basis of a submitted article through the Personal Account on the journal Website or by email, provided it complies with the requirements for authors set forth on the website [vestnik.kaznmu.edu.kz](http://vestnik.kaznmu.edu.kz).

**4.1.2.** The manuscript (article) undergoes editorial and peer-review evaluation within up to 60 working days.

**4.1.3.** A positive decision of the editorial board on publication becomes the basis for issuing an invoice for payment.

**4.1.4.** A negative decision of the editorial board on publication becomes the basis for rejection of the publication.

**4.2.** In order to fulfill its obligations, the Contractor has the right to engage third parties holding the relevant licenses, permits, qualifications, and experience in carrying out this type of activity.

**4.3.** Terms for the provision of Services not provided for in this section shall be agreed by the parties individually.

## **5. PROCEDURE AND METHODS OF PAYMENT FOR SERVICES**

**5.1.** Payment for the Services shall be made by the Client on the basis of 100% (one hundred percent) advance payment.

**5.3.** Payment for the Services shall be made by bank transfer to the Contractor's current bank account, excluding any transfer commission, within 3 working days.

**5.4.** The cost of the Services provided to the Customer shall be determined in accordance with the current Price List of paid services approved by the Contractor at the time the Customer applies.

## **6. PROCEDURE FOR CONCLUSION, AMENDMENT, AND TERMINATION OF THE OFFER**

**6.1.** Upon the Customer's Acceptance and performance of the actions described in Section 1 of the Offer, the Offer shall be considered concluded, shall not require bilateral signing, and shall be valid in electronic form.

**6.2.** The Contractor reserves the right at any time to amend, add, or remove clauses of this Offer without notifying the Customer.

**6.3.** The Contractor has the right to transfer rights and obligations under the Offer to another person. The Customer may not, without the Contractor's consent, transfer rights and obligations under the Offer to another person.

**6.4.** Termination of the Offer is possible by agreement of the Parties, as well as in the event of unilateral refusal to perform the Offer (withdrawal from the Offer) on the grounds provided for by the Offer and the legislation of the Republic of Kazakhstan.

**6.5.** The Contractor has the right to suspend the performance of its obligations under the Offer (withdraw from the Offer) or refuse to perform the Offer:

**6.5.1.** if the Customer performs actions which the Contractor, solely at its own discretion, qualifies as non-performance and/or improper performance by the Customer of obligations regulated by the Offer;

**6.5.2.** in the absence or insufficiency of funds necessary to pay for the Services;

**6.5.4.** in other cases which the Contractor, solely at its own discretion, qualifies as actions of the Customer that entail and/or may entail non-performance and/or improper performance by the Customer of obligations regulated by the Offer, possible (potential) losses and/or risks and/or the threat of causing and/or occurrence thereof for the Contractor.

**6.6.** In the event of unilateral refusal by the Customer to perform the terms of the Offer, the Contractor, on the basis of the Customer's written application, shall not refund funds for the unused period of service provision if the services are rendered over any period of time.

**6.7.** The terms of this agreement may be amended by the Contractor unilaterally. Amendments to the agreement shall be published on the Internet on the Contractor's website or on paper at the Contractor's location. Amendments shall enter into force from the moment of their public posting.

## **7. CONSENT TO THE COLLECTION AND PROCESSING OF PERSONAL DATA**

**7.1.** In accordance with the legislation regulating relations connected with the collection and processing of Personal Data, upon the Customer's Acceptance, in the manner determined by the Offer, the Customer gives unconditional consent to the Contractor and Third Parties for the Collection, Processing, and cross-border transfer (if necessary) of the Customer's Personal Data by means not contrary to legislation.

## **8. LIABILITY OF THE PARTIES**

**8.1.** The Contractor provides services on an "as is" and "as available" basis in the form in which they are available at the time of provision, without any direct or indirect warranties. The types, features, main properties, scope, quantity and/or completeness, period of provision, and other conditions of provision of the Services, as well as the format of their presentation, are determined by the Contractor. The Customer receives the Service voluntarily (at their own discretion), on the condition of full acceptance of all risks and consequences. The Contractor shall not be liable for any discrepancy between the provided Service and the Customer's expectations.

**8.2.** For non-performance and/or improper performance of obligations under the Offer, the Parties shall bear liability in accordance with its terms and the current legislation of the Republic of Kazakhstan.

**8.3.** The Contractor shall not be liable for damages, including actual, indirect, incidental, unintentional damage, lost profit, harm to honor, dignity, or business reputation, loss of data, or for causing any other losses to the Customer and third parties, including those arising from the use or impossibility of use of the Website, or incurred as a result of errors, interruptions, defects, delays in operation, changes in the functions of the Website, or transmission and/or loss of data.

**8.4.** For non-performance or improper performance by the Contractor of obligations under this Offer, limited liability is established within the amount of the cost paid by the Customer for the Service not rendered or improperly rendered under the relevant Order.

**8.5.** The Contractor shall not be liable for consequences arising from an incorrectly formulated question, incomplete or inaccurate information, or documents submitted by the Customer.

**8.6.** The Contractor shall not be liable in the event of transfer to a third party of access to the Personal Account with its personal identifier without notifying the Customer.

**8.7.** The Contractor shall not be liable for non-performance or untimely performance of obligations for the provision of Services arising due to force majeure circumstances beyond the Contractor's control, i.e. circumstances of irresistible force, including failures in the operation of telecommunication networks and equipment of third parties. Nevertheless, the Contractor shall make every effort to ensure high-quality and timely provision of services to the Customer.

**8.8.** The Contractor shall not be liable for the quality of communication channels, Internet browser settings, interruptions in the operation of the Website occurring for reasons beyond the Contractor's control, for failures in the operation of the Website on the Customer's software and hardware tools that do not comply with the technical and software requirements determined by the Contractor, as well as those caused by faults in the Customer's software and hardware tools.

**8.9.** The Contractor shall not be liable for delay in performance or non-performance of obligations arising through the fault of the Customer.

## **9. FORCE MAJEURE CIRCUMSTANCES (FORCE MAJEURE)**

**9.1.** A Party shall be released from liability for partial or full non-performance, or improper performance of an obligation if this was the result of force majeure circumstances arising after the conclusion of the Offer as a result of extraordinary circumstances that the Party could neither foresee nor prevent.

**9.2.** Force majeure circumstances shall mean: flood, fire, earthquake, natural phenomena, accidents/failures in communication networks, destruction of buildings, structures, and any installations, networks, telecommunication equipment, epidemic, war or military actions, as well as decisions of state authorities or administration bodies.

**9.3.** In the event of force majeure circumstances, the period for the Party's performance of obligations under the Offer shall be extended proportionally to the time during which such circumstances and their consequences remain in effect. If the force majeure circumstances and their consequences continue for more than 3 (three) months, the Parties shall conduct additional negotiations to determine acceptable alternative methods of performance of the Offer, or the obligations of the Parties shall terminate due to impossibility of performance (except for monetary obligations) from the moment of occurrence of the force majeure circumstances.

## **10. DISPUTE RESOLUTION**

**10.1.** Pre-trial settlement of disputes shall be carried out through negotiations and submission of claims and is mandatory.

**10.2.** The recipient of the claim shall, within 10 working days from the date of its receipt, notify the applicant in writing of the results of consideration of the claim.

**10.3.** If it is impossible to resolve the dispute in the pre-trial procedure, either party shall have the right to apply to the judicial authorities for protection of its rights. All disputes shall be resolved in court exclusively at the location of the Contractor.

## **11. FINAL PROVISIONS**

**11.1.** The Offer, as well as all legal relations arising in connection with its performance, shall be governed by and interpreted in accordance with the legislation of the Republic of Kazakhstan.

**11.2.** The Offer enters into force at the moment the Customer performs the actions for its acceptance defined in Section 1 and remains valid until the Parties have fully performed the obligations assumed by them.

**12. CONTRACTOR'S DETAILS:**

NJSC "S.D. Asfendiyarov Kazakh National Medical University"

94 Tole Bi Street, Almaty 050012

BIN 181240006407

Bank details: JSC "Bank CenterCredit", Almaty

IBAN: KZ688562203106071355

BIC: KCJBKZKX

CBe: 16

Contractor's full name: I.R. Fakhradiyev