



## Journal of Advanced Research in Law and Economics Publishing Agreement

Copyright owner: ASERS Publishing

### Introductory clauses:

This Publishing Agreement (hereinafter 'Agreement') is entered into as of (insert date) \_\_\_\_\_ (hereinafter 'Effective Date') by and between ASERS Ltd., doing business as ASERS Publishing (hereinafter 'Publisher'), for publishing in *Journal of Advanced Research in Law and Economics*, ISSN: 2068-696X, Journal DOI: <https://doi.org/10.14505/jarle>, website: <http://journals.aserspublishing.eu/jarle>, e-mail: [jarle@aserspublishing.eu](mailto:jarle@aserspublishing.eu)

and

### Author(s):

#1. First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
#2. First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
#3. First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
#4. First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
#5. First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
#6. First name: \_\_\_\_\_ Last name: \_\_\_\_\_

From which, **corresponding author:**

First name: \_\_\_\_\_ Last name: \_\_\_\_\_

(hereinafter named as 'Author') concerning the publication of the article, a work currently titled (hereinafter 'Article'):

\_\_\_\_\_ and described as a research article accepted for publication in *Journal of Advanced Research in Law and Economics*, Volume \_\_\_\_\_, Issue \_\_\_\_\_.

### 1. Data protection and Privacy:

The 'Author' understands that staff of ASERS Publishing, the 'Publisher' and its affiliated companies worldwide will be contacting him/ her concerning the publishing of the 'Article' and occasionally for marketing purposes (unless, with respect to such marketing, I tick the box below), and in case of publication of the 'Article', 'Author's' full name, and affiliation will be published in 'Journal' webpage and will be sent by the 'Publisher' to a third party as a metadata, to be indexed and abstracted.

I do not wish to receive news, promotions and special offers about products and services of ASERS Publishing and its affiliates worldwide.

### 2. Grant of rights

#### 2.1. Assignment of Copyright

We hereby assign to the Copyright Owner the copyright in the manuscript identified above and any tables, illustrations or other material submitted for publication as part of the manuscript (the 'Article'). This assignment of rights means that we have granted to the Copyright Owner the exclusive right to publish and reproduce the 'Article', or any part of the 'Article', in print, electronic and all other media (whether now known or later developed), in any form, in all languages, throughout the world, for the full term of copyright, and the right to license others to do the same, effective when the 'Article' is accepted for publication. This includes the right to enforce the rights granted hereunder against third parties. We completed and signed the Copyright Agreement.

## **2.2. Supplemental Materials**

With respect to Supplemental Materials that we wish to make accessible either through a link in the Article or on a site or through a service of the Copyright Owner, the Copyright Owner shall be entitled to publish, post, reformat, index, archive, make available and link to such Supplemental Materials on a non-exclusive basis in all forms and media (whether now known or later developed), and to permit others to do so. 'Supplemental Materials' shall mean additional materials that are not an intrinsic part of the 'Article', including but not limited to experimental data, e-components, encodings and software, and enhanced graphical, illustrative, video and audio material.

## **2.3. Reversion of rights**

Articles may sometimes be accepted for publication, but later rejected in the publication process, even in some cases after public posting, in which case all rights will revert to the author (see ASERS Publishing' withdrawal policy).

## **2.4. Revisions and addenda**

The 'Author(s)' understands that no revisions, additional terms or addenda to this Journal Publishing Agreement can be accepted without the Copyright Owner's express written consent. I understand that this Journal Publishing Agreement supersedes any previous agreements I have entered into with the Copyright Owner in relation to the Article from the date hereof.

## **2.5. Author Rights for Scholarly Purposes**

The 'Author(s)' understands that he/she retains or is hereby granted (without the need to obtain further permission) the Author Rights (see description below), and that no rights in patents, trademarks or other intellectual property rights are transferred to the Copyright Owner. The Author Rights include the right to use the Preprint, Accepted Manuscript and the Published Journal Article for Personal Use, Internal Institutional Use and for Scholarly Sharing.

In the case of the Accepted Manuscript and the Published Journal Article the Author Rights exclude Commercial Use (unless expressly agreed in writing by the Copyright Owner), other than use by the author in a subsequent compilation of the author's works or to extend the Article to book length form or re-use by the author of portions or excerpts in other works (with full acknowledgment of the original publication of the Article).

## **2.6. Other Rights**

All rights not expressly granted to the 'Publisher' shall be wholly reserved by the 'Author'. The 'Publisher' acknowledges that the general ideas and concepts contained in the 'Article' may be used by the 'Author' in the normal course of the Author's day-to-day business.

## **2.7. Territory**

The rights granted to the 'Publisher' in this 'Agreement' may be exploited throughout the world.

## **3. Author Representations/Ethics and Disclosure/Sanctions**

The 'Author(s)' affirms the Author Representations noted below, and confirm that he/she has reviewed and complied with the relevant Instructions to Authors, Ethics in Publishing policy, Declarations of Interest disclosure and information for authors from countries affected by sanctions (Iran, Cuba, Sudan, Burma, Syria, or Crimea). Please note that the 'Publisher' may require that all co-authors sign and submit Declarations of Interest disclosure forms. The 'Author(s)' is also aware of the publisher's policies with respect to:

### **▪ Retractions and withdrawal:**

#### **Article Withdrawal by ASERS Publishing**

Only used for Articles in Press which represent early versions of articles and sometimes contain errors, or may have been accidentally submitted twice. Occasionally, but less frequently, the articles may represent infringements of professional ethical codes, such as multiple submission, bogus claims of authorship, plagiarism, fraudulent use of data or the like. Articles in Press (articles that have been accepted for publication but which have not been formally published and will not yet have the complete volume/issue/page information) that include errors, or are discovered to be accidental duplicates of other published article(s), or are determined to violate our journal publishing ethics guidelines in the view of the editors (such as multiple submission, bogus claims of authorship, plagiarism, fraudulent use of data or the like), may be 'Withdrawn' from ASERS Publishing. Withdrawn means that the article content (HTML and PDF) is removed and replaced with a HTML page and PDF simply stating that the article has been withdrawn according to the ASERS Publishing Policy on Article in Press Withdrawal with a link to the current policy document.

#### **Article Withdrawal by 'Author(s)'**

The 'Author(s)' could withdrawal the 'Article' before acceptance for publication for objective reasons, and the withdrawal must be made written to the Editor in Chief of the Journal. In case that the 'Author(s)' withdrawal the 'Article' after the acceptance and the payment of publication fee has been performed, ASERS Publishing will not refund the publication fee.

The refund of publication fee could be possible only in case in which the 'Publisher' will not publish the 'Article' for any reasons, except the situation of plagiarism detection after the payment, or dual publication in any language of the same 'Article'. In such a cases, the 'Publisher' will retract the paper from the Journal, webpage and databases in which the Journal is indexed without any compensation for the 'Author(s)'.

### **Article Retraction**

Infringements of professional ethical codes, such as multiple submission, bogus claims of authorship, plagiarism, fraudulent use of data or the like. Occasionally a retraction will be used to correct errors in submission or publication. The retraction of an article by its authors or the editor under the advice of members of the scholarly community has long been an occasional feature of the learned world. Standards for dealing with retractions have been developed by a number of library and scholarly bodies, and this best practice is adopted for article retraction by ASERS Publishing:

- A retraction note titled 'Retraction: \_\_\_\_\_ [article title]' signed by the authors and/or the editor is published in the paginated part of a subsequent issue of the journal and listed in the contents list.
- In the electronic version, a link is made to the original article.
- The online article is preceded by a screen containing the retraction note. It is to this screen that the link resolves; the reader can then proceed to the article itself.
- The original article is retained unchanged save for a watermark on the .pdf indicating on each page that it is 'retracted'.
- The HTML version of the document is removed.

### **Article Removal: Legal limitations**

In an extremely limited number of cases, it may be necessary to remove an article from the online database. This will only occur where the article is clearly defamatory, or infringes others' legal rights, or where the article is, or we have good reason to expect it will be, the subject of a court order, or where the article, if acted upon, might pose a serious health risk. In these circumstances, while the metadata (Title and Authors) will be retained, the text will be replaced with a screen indicating the article has been removed for legal reasons.

### **Article Replacement**

In cases where the article, if acted upon, might pose a serious health risk, the authors of the original article may wish to retract the flawed original and replace it with a corrected version. In these circumstances the procedures for retraction will be followed with the difference that the database retraction notice will publish a link to the corrected re-published article and a history of the document.

### **Refund policy**

- It is a general principle of scholarly communication that the editor of a learned journal is solely and independently responsible for deciding which articles submitted to the journal shall be published. In making this decision the editor is guided by policies of the journal's editorial board and constrained by such legal requirements in force regarding libel, copyright infringement and plagiarism. An outcome of this principle is the importance of the scholarly archive as a permanent, historic record of the transactions of scholarship. Articles that have been published shall remain extant, exact and unaltered as far as is possible. However, very occasionally circumstances may arise where an article is published that must later be retracted or even removed. Such actions must not be undertaken lightly and can only occur under exceptional circumstances.
- In case of article withdrawal, article retraction, article removal from legal limitations, article replacement the author will not be refund, only if the withdrawal of the paper is made because of the delay in publishing which is more than 12 months from the moment of payment, by the fault of ASERS Publishing.
- The refund policy is not applicable in the following situations: the author(s) put pressure on Editorial Board's members or/and the Editor in Chief of the Journal to publish faster; bully Editorial Board's members or/and the Editor in Chief of the Journal; defamation and/or injuries brought to the Journal's or Publisher's reputation by the author(s). This will be applicable in cases in which the 'Publisher' respect the clauses and schedules of the 'Agreement' and the 'Author' understand and agree this clause by signing the 'Agreement'.

### **Malpractice Statement of ASERS Publishing**

ASERS Publishing is committed to pursuing the highest standards of probity and the elimination of malpractice in research presented within own journals. It is ultimately the responsibility of the editors-in-chief to ensure that this policy is disseminated to all and followed through. If any third party believes that malpractice has occurred, they are encouraged to

contact the Editors-in-Chief of the journal. Where malpractice has been found to occur, the article in question will be removed from the journal. Individuals found to have deliberately undertaken actions that result in malpractice will be excluded from publishing in the Journal in the future.

▪ **Information on sanctions:**

**Trade Sanctions and Publishing**

ASERS Publishing is committed to the principles of freedom of expression and we believe strongly in the international dimension of science. Sharing information about science and health improves lives and creates new insight and value. We acknowledge that governments have legitimate interests in promoting human rights, security and terrorism concerns, the rule of law, and preventing the proliferation of weapons of mass destruction. We are committed to finding a balance between these interests, which will sometimes involve challenging government over-reach or over-interpretation.

**Countries/Entities affected**

It is important to understand that several countries maintain lists of individuals and entities with whom it is illegal to conduct business, and more than one law can apply to an individual transaction. Additionally, several countries also implement controls on the export of 'dual use' items (goods, services and technologies): these are items which have commercial but also potentially military or proliferation applications, even if not obvious, for instance nuclear related software like MCNP-derivate codes and ORIGEN code. If you are a customer or an author from one of the following countries, you might be affected by these trade sanctions and export control laws: Iran, Cuba, Sudan, Burma, Syria or Crimea. Further, if you have been identified by such governments as a person or an entity involved in some of the activities noted above, you may also be affected by such laws.

**Information Materials Exemption/General Publishing License re US imposed Embargoes**

The US sanctions laws include an Information Materials Exemption and a General License for Publishing. Such exemption and license permits a broad range of publishing activities for academic researchers for book and journal publishing, and also permits the sale of such material into countries where such US sanctions apply. Certain services such as training are not allowed, and software may also have some restrictions.

The exemption does not apply to, and therefore an embargo applies to, individuals or legal entities specifically identified (by either the US or the EU) as being involved in security or rights issues ('Specially Designated Nationals'). Individuals employed by a Specially Designated National would fall under this embargo, unless the individual is acting, and e.g. submits a manuscript on its own behalf and not on behalf of the Specially Designated National.

If you are an author located in a sanctioned country, and you are not a Specially Designated National, your article may be edited or published in an ASERS Publishing journal or book if:

- You are acting in your personal capacity, in other words 'not as an official representative or otherwise on behalf of a sanctioned government'; or
- You are acting on behalf of your government institution, where the primary function of the institution is education or research; or
- You are publishing on behalf of your government agency, where that agency is not primarily an educational or research institution and the editor, reviewer or publisher does not provide substantive editing (i.e. substantive or artistic alteration or enhancement of the work).

**4. The Manuscript**

**4.1. Delivery of Manuscript**

The 'Author' agrees to deliver the manuscript of the 'Article' to the 'Publisher' in the US English language in its entirety (hereinafter 'Manuscript') in .doc(x) format file and formatted as in the requirements of Author's Guideline of the Journal via the Platform by *Registering* and *Logging in* <https://journals.aserspublishing.eu/jarle/index> (the Date of Submission of the 'Manuscript' is 'Initial Delivery Date'). The 'Manuscript' shall otherwise be acceptable to Publisher in form and content, after a double – blind peer review process.

**4.2. Artwork, Permissions, and Other Materials**

The 'Author' shall deliver to the 'Publisher', at Author's sole expense, not later than the Initial Delivery Date or such other date(s) as may be designated by 'Publisher', each of the following:

**4.2.1.** Original art, illustrations, maps, charts, photographs, or other artwork (collectively 'Artwork'), in a form suitable for reproduction, in editable format.

**4.2.2.** Acknowledgements; Abstract; Introduction; Sections entitled in relevant way for the research; Conclusions and Further Research; References.

**4.2.3.** Written authorizations and permissions for the use of any copyrighted or other proprietary materials (including but not limited to Artwork) owned by any third party which appear in the 'Article' and written releases or consents by any person or entity described, quoted, or depicted in the 'Article' (collectively 'Permissions').

**4.2.4.** If the 'Author' fails or refuses to deliver the Artwork, Permissions, or other material required to be delivered by the Author under this Agreement, the 'Publisher' shall have the right, but not the obligation, to acquire or prepare any and all such matter, or to engage a skilled person to do so, and the 'Author' shall reimburse the 'Publisher' for all costs and expenses incurred by the Publisher in doing so or to refuse to publish the 'Article'.

**4.2.5.** The 'Author' acknowledges and confirms that the 'Publisher' shall have no liability of any kind for the loss or destruction of the Manuscript, Artwork, or any other documents or materials provided by the 'Author' to the 'Publisher', and agrees to make and maintain copies of all such documents and materials for use in the event of such loss or destruction.

#### **4.3. Publisher's Rights on Delivery**

If the 'Publisher', in its sole discretion, deems the 'Manuscript', Artwork, Permissions and/or any other materials delivered by the 'Author' under this Agreement to be unacceptable in form or substance, then the Publisher shall so advise the 'Author' by written notice, and the 'Author' shall have the opportunity to cure any defects and generally revise, correct, and/or supplement the Manuscript, Artwork, Permissions and/or other materials to the satisfaction of the 'Publisher', and deliver the fully revised, corrected and/or supplemented Manuscript, Artwork, Permissions and/or other materials no later than 30 days after receipt of the Publisher's notice ('Final Delivery Date'). If such revised, corrected and/or supplemented materials are not delivered in a timely manner, or if they are deemed unsatisfactory in form or substance by the 'Publisher', then the 'Publisher' shall have the unqualified right to terminate this Agreement without further obligation to the 'Author'.

#### **4.4. Termination for Non-delivery or Unsatisfactory Delivery**

If the 'Author' fails to deliver the Manuscript, Artwork, Permissions, and/or other materials required under this Agreement, and/or any revisions and corrections thereof as requested by the 'Publisher', on the dates designated by the 'Publisher', or if the 'Author' fails to do so in a form and substance satisfactory to the 'Publisher', then the 'Publisher' shall have the right to terminate this Agreement by so informing the 'Author' by e-mail to the 'Author' set forth below. Upon termination by the Publisher, the 'Author' shall, without prejudice to any other right or remedy of the 'Publisher', all rights granted to the 'Publisher' under this Agreement shall revert to the 'Author'.

### **5. Reviewing process**

#### **5.1. Reviewing process follows these steps:**

- 1st Step: The Editor in Chief will make an initial screening of the paper submitted in order to determine if it is suitable with the scope and the aims of the journal.
- 2nd Step: The submission received will be checked with the anti-plagiarism software before will undergo a double blind peer reviewing process. If the report indicates suspicious, the paper will be rejected, else will follows next stage.
- 3rd Step: The paper is double-blind peer reviewed by the members of Editorial Advisory Board, according with the area of research indicated by the JEL Classification specified by the author in its paper.
- 4th Step: The final decision is made by the Editor in Chief based on the recommendations and comments of reviewers. The Editor in Chief decides whether the paper should be accepted as it is, revised (with minor or major corrections) or rejected. Any changes which affecting the substance of the text will, of course, only be made in agreement with the author.

The reviewing process usually takes between 3 and 6 weeks but sometimes, due to number of papers, complexity of research submitted could be up to 10 weeks. If the Reviewing process takes more than 10 weeks, the 'Author' could withdrawal the 'Article' without any claim from the 'Publisher'.

#### **5.2. Duties of Authors:**

- Submitted manuscripts must be the original work of the author(s);
- Only unpublished manuscripts should be submitted;
- It is unethical to submit a manuscript to more than one journal concurrently;
- Any conflict of interests must be clearly stated;
- Acknowledge the sources of data used in the development of the manuscript;
- All the errors discovered in the manuscript after submission must be swiftly communicated to the Editor in Chief of the Journal.

#### **5.3. Duties of Reviewers:**

- That all the manuscripts are reviewed in fairness based on the intellectual content of the paper regardless of gender, race, ethnicity, religion, citizenry nor political values of author(s);
- That any observed conflict of interest during the review process must be communicated to the Editor in Chief of the Journal;
- That all information pertaining to the manuscript is kept confidential;

- That any information that may be the reason for the rejection of publication of a manuscript must be communicated to the Editor.

#### **5.4. Duties of Editors:**

- That all the manuscripts are evaluated in fairness based on the intellectual content of the paper regardless of gender, race, ethnicity, religion, citizenry nor political values of authors;
- Any observed conflict of interest pertaining manuscripts must be disclosed;
- That information pertaining manuscripts are kept confidential;
- The editor should respect the intellectual independence of authors.

The Editorial Board takes responsibility for making publication decisions for submitted manuscripts based on the reviewer's evaluation of the manuscript, policies of the journal editorial board and legal restraint acting against plagiarism, libel and copyright infringement.

### **6. Acceptation for publication and editorial fees**

#### **6.1. Acceptation/Rejection for publication**

The Editor in Chief of the Journal will inform the 'Author' about the reviewers' feed-back regarding the Acceptation with minor or major corrections/ or without corrections, or about the rejection of the 'Manuscript'.

In case of corrections, the 'Author' shall make all the necessarily corrections mentioned by the Editor in Chief as the feed-back from the reviewing process, in the frame of time mentioned by the Editor in Chief. If for objective reasons, the 'Author' could not perform the corrections, the 'Article' will be postponed for publication in the following issue of the Journal.

#### **6.2. Publication and Editorial Fee**

Editorial fee for publication is 300 euro. This fee includes: editorial services, double peer review services for each submitted research, proof-reading in US English, indexation services in scientific databases in which the Journal is currently indexed, each published research will have assigned a DOI for a better dissemination and visibility of the author(s) in global academic community, and a better ranking of citations of Research Centre's authors.

### **7. Publication**

#### **7.1. Editing**

The 'Publisher' shall have the right to edit and revise the 'Article' for any and all uses contemplated under this Agreement, and the 'Author' will have the right to review and alter the editing so that the edited 'Manuscript' is reasonably and substantially acceptable to the 'Author'.

#### **7.2. Publishing Details**

The 'Publisher' agrees that the 'Author' shall have the right to review and approve or disapprove the title of the 'Article' or sections of the 'Article' or any other parts of the 'Article', and the 'Author' shall be reasonably consulted on 'Article' design in Journal form. The 'Publisher' shall have the right to manufacture, distribute, advertise, promote, and publish the 'Article' in a style and manner which the 'Publisher' deems appropriate, including typesetting, paper, printing, binding, cover and/or jacket design, imprint, title, and price. Not with standing any editorial changes or revisions by the 'Publisher', the 'Author's' warranties and indemnities under this Agreement shall remain in full force and effect.

#### **7.3. Proofs**

'Publisher' shall furnish the 'Author' with page proofs of the 'Article', including Cover, Contents of the Issue and Artwork. The Author agrees to read, correct, and return all page proofs within 7 calendar days after receipt thereof. If any changes in the page proofs (other than corrections of typographical errors) are made at the 'Author's' request or with the 'Author's' consent, then the cost of such changes in excess of 5% of the cost of typesetting (exclusive of the cost of setting corrections) shall be paid by the 'Author'. If the 'Author' fails to return the corrected page proofs within the time set forth above, the 'Publisher' may publish the 'Article' without the 'Author's' approval of the page proofs.

#### **7.4. Time of Publication**

The 'Publisher' agrees that the 'Article', if published, shall be published within 12 months of the Final Delivery Date, except as the date of publication may be extended by forces beyond 'Publisher's' control. The date of publication as designated by the 'Publisher', but not later than the date of first delivery of bound volumes, shall be the 'Publication Date' for all purposes under this Agreement.

#### **7.5. Author's Copies**

The Author shall receive the galley in .pdf format, free of charge, of the initial edition of the Journal's Issue for personal and marketing use and to send to persons who have endorsed, contributed to, or otherwise supported the 'Article'.

### 7.6. Use of Author's Name and Likeness

The 'Publisher' shall have the right to use, and to license others to use, the 'Author's' name, image, likeness, and biographical material for advertising, promotion, and other exploitation of the 'Article' and the other rights granted under this Agreement.

### 8. Indexing and Abstracting

The 'Publisher' will send the metadata for indexing and abstracting the 'Article' in the current databases in which the Journal is indexed. The databases in which the Journal is indexed are posted in a visible place on the Journals' website, and inside the Journal first pages. Moreover, the 'Publisher' will make all the diligences in order to index the Journal in all the databases in which is currently indexed.

### 9. Applicable Law

Regardless of the place of its physical execution, this Agreement shall be interpreted, construed, and governed in all respects by the laws of Romania and European Union.

### 10. Execution

IN WITNESS WHEREOF, the 'Corresponding Author' and the 'Publisher' have executed this Agreement on the day and year below, to be effective immediately if the dates are the same, or on the date of the later signature if the dates are not the same. If either the 'Author' or the 'Publisher' has electronic signature capabilities and both agree to accept an electronic signature as valid, that electronic signature will be considered of identical weight to a handwritten signature.

#### Author

Full Name of corresponding author (printed): \_\_\_\_\_

Authorized Signature (of corresponding author): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_, e-mail address: \_\_\_\_\_

Company or institution: \_\_\_\_\_

Title (if employer representative): \_\_\_\_\_

Signature of the Employer for whom work was done, if any: \_\_\_\_\_

Please mark the box if the following applies:  Employer representative

Date: \_\_\_\_\_

Third Party(ies) Signature(s) (if necessary): \_\_\_\_\_

#### Publisher

Mădălina Constantinescu

CEO of ASERS Publishing

Editor in Chief of *Journal of Advanced Research in Law and Economics*

Authorized Signature:

Date: \_\_\_\_\_

(Trading as ASERS Publishing)

Address: 7, Eugeniu Carada Street, Craiova, 200390

Phone number: +40 754 027 417

e-mail address: [jarle@aserspublishing.eu](mailto:jarle@aserspublishing.eu)

Please e-mail a scanned copy of the completed and signed original of this Copyright Agreement (retaining a copy for your file) to [jarle@aserspublishing.eu](mailto:jarle@aserspublishing.eu)

On behalf of ASERS Publishing, 7, Eugeniu Carada Street, Craiova, 200390.