Copyright Transfer Agreement, Authorship Responsibility, Financial Disclosure, Government Work Statement, and Disclosure Regarding Commercial Interests

For Clinical Orthopaedics and Related Research®

Copyright Transfer Agreement to The Association of Bone and Joint Surgeons®

Manuscript Number (if applicable): ____________________________

Manuscript Title: ________________________________________________

Corresponding Author Name: ______________________________________

All authors’ signatures are required on pages 2, 3, and 5 of the form.

I certify that this article has not been submitted or accepted for publication elsewhere (in whole or in part, including patients, data, and/or results, without acknowledgment), nor have I assigned any right or interest in the manuscript to any third party. Moreover, should the Editor-in-Chief of Clinical Orthopaedics and Related Research request the data upon which the manuscript is based, I shall produce it.

I certify my institution (or all institutions, if a multi-institutional study) has approved any investigation involving humans or animals or human or animal material or data, and that the investigation was conducted in accordance with humane and ethical research principles.

After submission of this signed agreement, changes of authorship or in the order of authors listed will not be accepted by Clinical Orthopaedics and Related Research unless scientifically justified and unless approved by the Editor-in-Chief. Any changes in authorship must be accompanied by a Change of Authorship Form signed by all original authors. I further warrant I have read the full document.

Seth S. Leopold, MD
Editor-in-Chief
Clinical Orthopaedics and Related Research
1600 Spruce Street
Philadelphia, PA 19103
Phone: 215-392-0270
Fax: 215-376-5627
E-mail: corr@clinorthop.org

For publication in Clinical Orthopaedics and Related Research the Author or Authors (hereinafter “Author”) of the Article as specified herein, hereby transfers copyright and assigns to The Association of Bone and Joint Surgeons (ABJS) all rights, title, and interest that the Author may have, or may at any time be found to have (for United States Government employees and officers and United Kingdom Government (Crown) employees and officers to the extent transferable) in and to the Article and any revisions or versions thereof, including, but not limited to, the sole right to print, publish, and sell the Article throughout the World in all languages and media. To reproduce any material in this Article, authors will need to obtain written permission from ABJS.

An author may self-archive an author-created version of his/her article on his/her own website and or in his/her institutional repository. He/she may also deposit this version on his/her funder’s or funder’s designated repository at the funder’s request or as a result of a legal obligation, provided it is not made publicly available until 12 months after official publication. He/she may not use the publisher’s PDF version which is posted on www.springerlink.com for the purpose of self-archiving or deposit. Furthermore, the author may only post his/her version provided acknowledgement is given to the original source of publication and a link is inserted to the published article on Springer's website. The link must be accompanied by the following text: "The original publication is available at www.springerlink.com".
The author is requested to use the appropriate DOI for the article in the link. (This is designed to be a constant in the online environment. The structure of the link is http://dx.doi.org/DOIprefix/suffix; Example: http://dx.doi.org/10.1007/s00348-004-0843-x. The URL for the article appears in the Author Alert email the corresponding author receives when his/her article is first published online at SpringerLink. The DOI of the article is visible in a search result and on the article page at SpringerLink). Articles disseminated via www.springerlink.com are indexed, abstracted, and referenced by many abstracting and information services, bibliographic networks, subscription agencies, library networks, and consortia.

This assignment shall be deemed in effect if and when the Article is accepted for publication.

Should the Article contain any material protected by the copyright of others, the Author will deliver to the ABJS written permission from the copyright owner to reproduce such material in the Article.

The Author represents and warrants (1) that he/she is the author of the Article, (2) that the Article was not created as a work for hire, (3) that he/she is the sole and exclusive owner of all rights in multimedia material, (4) that he/she has not granted or assigned any rights in the Article to any other person or entity, (5) that the Article is copyrightable, (6) that it does not infringe upon any copyright, trademark, or patent, (7) that it does not disclose any trade secret of others, (8) that it does not invade the right of privacy or publicity of any person or entity, (9) that it contains no libelous matter, (10) that all statements asserted as facts are true or based upon reasonable research for accuracy, and (11) that, to the best of the Author’s knowledge, no formula, procedure, or prescription contained in the Article would cause injury if used or followed in accordance with the instructions and/or warnings contained in the Article.

The Author will indemnify the ABJS against any costs, expenses, or damages that the ABJS may incur or for which the ABJS may become liable as a result of any breach of these warranties. In the event that an author is an officer or employee of the U.S. Government performing the work as part of his/her official duties, no indemnification or “hold harmless” obligation is provided by either the U.S. Government employee or ABJS. These representations and warranties may be extended to third parties by the ABJS.

Does your article include material from other copyrighted sources?
Yes □ No □; If yes, please attach relevant permissions.

Does your article include illustrations in which the identity of a person can be recognized?
Yes □ No □; If yes, please attach written consent form from that person.

Have you received funding from any agency that requires you to deposit a copy of your article in a public access database?
Yes □ No □; If yes, please see below: Disclosure Regarding Grant Funding.

SIGNATURES (All authors must sign this form. Please attach another sheet if additional lines are required.)

Signature:________________________________________
Print name:_________________________________ Date:________________

Signature:________________________________________
Print name:_________________________________ Date:________________

Signature:________________________________________
Print name:_________________________________ Date:________________

Signature:________________________________________
Print name:_________________________________ Date:________________

Signature:________________________________________
Print name:_________________________________ Date:________________

Signature:________________________________________
Print name:_________________________________ Date:________________
AUTHORSHIP RESPONSIBILITY

CORR’s approach to authorship is based on three principles:

• Giving credit only to those who earn it – Gift authorship is unethical, diminishes the contributions of authors who did the actual work, and harms the careers of young investigators.

• Protecting authors – Clear authorship standards protect authors from being held responsible for errors in data collection or acts of scientific misconduct they did not commit.

• Recognizing that answering important scientific questions often requires collaboration – The right size of the team is the size required to get the project done, but not every contribution merits authorship; for smaller contributions, an acknowledgement may be the right approach.

CORR adheres to the guidelines on authorship outlined by the International Committee of Medical Journal Editors in the Uniform Requirements for Manuscripts Submitted to Biomedical Journals (10/2008), which can be viewed at: http://www.icmje.org/ethical_4conflicts.html; a detailed presentation of our policy is also available at Editorial: Research is a Team Sport: Updated Authorship Guidelines for CORR®.

I undersigned Author, verify that I have made substantive intellectual contributions to this work, I can take responsibility for at least one component of this work, I can to identify who is responsible for each other component, and I am confident in the integrity of my co-authors.

Further, I recognize that acquisition of funding, collection of data, contributing patients to a clinical series, or general supervision of the research group alone does not constitute authorship. I endorse that all persons designated as authors here qualify for authorship, and all those who qualify are listed.

I understand also that if the editors at CORR have questions about authorship on our work, they may inquire, and, if asked, we will provide additional documentation from each co-author substantiating his/her contributions.

Finally, every author listed here has:
1) made substantial contributions to conception and design, acquisition of data, or analysis and interpretation of data; 2) either drafted or critically revised the manuscript for important intellectual content; AND 3) provided final approval of the manuscript.

All authors certify that they meet conditions 1, 2, and 3

SIGNATURES (All authors must sign this form. Please attach another sheet if additional lines are required.)

Signature: ___________________________________________ Date: _______________________
Print name: ___________________________________________ Date: _______________________
Signature: ___________________________________________ Date: _______________________
Print name: ___________________________________________ Date: _______________________
Signature: ___________________________________________ Date: _______________________
Print name: ___________________________________________ Date: _______________________
Signature: ___________________________________________ Date: _______________________
Print name: ___________________________________________ Date: _______________________
Signature: ___________________________________________ Date: _______________________
Print name: ___________________________________________ Date: _______________________
Signature: ___________________________________________ Date: _______________________
DISCLOSURE REGARDING GRANT FUNDING REQUIRING PUBLIC ACCESS

Some funding agencies (e.g., NIH) require final versions of manuscripts be posted in publicly accessible databases. On behalf of all authors and according to the agreement with ABJS, the copyright holder, Springer shall send the final, accepted version of every manuscript published in Clinical Orthopaedics and Related Research to PubMed Central twelve months after publication of the article in the printed version. If the final accepted version of the manuscript needs to be deposited into additional databases, it is the Author’s responsibility to do so.

I (and/or co-authors) have received funding for the work reported in this manuscript from the following agency(ies):

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ Agency: ___________________________

STATEMENT CONCERNING WORK OF THE U.S. GOVERNMENT

This is to certify that the Work was written by an officer or employee of the U.S. Government as part of his/her official duties, and therefore, it is not subject to U.S. copyright. The Statement must be signed by an authorized Government agency representative and by all authors who are officers or employees of the U.S. Government and who prepared all or part of the Work as part of his/her official duties.

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ By (title): ___________________________

STATEMENT CONCERNING WORK OF THE U.K. GOVERNMENT (CROWN)

The rights in a Contribution by an employee of a U.K. government department, agency, or other crown body as part of his/her official duties, or which is an official government publication, belong to the Crown. In such case, the Statement must be signed by an authorized Government agency representative and by all authors who are officers or employees of the U.K. Government and who prepared all or part of the Work as part of his/her official duties.

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ Agency: ___________________________

Signature: ___________________________ By (title): ___________________________
DISCLOSURE REGARDING COMMERCIAL INTERESTS

I understand Clinical Orthopaedics and Related Research requires all authors to specify any contracts or agreements they might have signed with commercial interests supporting any portion of the work. I further understand such information will be held in confidence while the paper is under review and will not influence the editorial decision, but that if the article is accepted for publication, a disclosure statement will appear with the article. I have selected the following statement(s) to reflect the relationships of myself with a commercial interest related to the study:

1) ___I (AU: Parenthetically insert your initials as appropriate) certify that I have not signed any agreement with a commercial interest related to this study which would in any way limit publication of any and all data generated for the study or to delay publication for any reason.

2) ___I (AU: Parenthetically insert your initials as appropriate) certify that I have signed agreements with a commercial interest related to this study and that those agreements allow that commercial interest to own or control the data generated by this study and review and modify any manuscript but not prevent or delay publication.
   _____ The data and/or manuscript were reviewed by (AU: Insert name and location of commercial interest) prior to submission
   _____ The data and/or manuscript were changed by (AU: Insert name and location of commercial interest).

3) ___I (AU: Parenthetically insert your initials as appropriate) certify that I have signed agreements with a commercial interest related to this study and that those agreements allow that commercial interest to own or control the data and to review and modify any manuscript and to control timing but not prevent publication.
   _____ The data and/or manuscript were reviewed by (AU: Insert name and location of commercial interest) prior to submission
   _____ The data and/or manuscript were changed by (AU: Insert name and location of commercial interest).

I further understand that in addition to this form, I and my fellow co-authors must each sign the ICMJE Uniform Disclosure Form for Potential Conflicts of Interest available at http://www.icmje.org/coi_disclosure.pdf.

SIGNATURES (All authors must sign this form. Please attach another sheet if additional lines are required.)

Signature: __________________________ Date: __________________________
Print name: __________________________ Date: __________________________
Signature: __________________________ Date: __________________________
Print name: __________________________ Date: __________________________
Signature: __________________________ Date: __________________________
Print name: __________________________ Date: __________________________
Signature: __________________________ Date: __________________________
Print name: __________________________ Date: __________________________
Signature: __________________________ Date: __________________________
Print name: __________________________ Date: __________________________