**COPYRIGHT TRANSFER AGREEMENT**

The Journal of Cardiovascular Surgery

|  |  |  |
| --- | --- | --- |
| **1.** | **MANUSCRIPT DATA** | |
| 1.1 | Journal Title |  |
| 1.2 | Manuscript Title |  |
| 1.3 | Authors’ Names |  |
| 1.4 | Corresponding Author |  |

|  |  |  |
| --- | --- | --- |
| **2.** | **DEFINITIONS** | |
| 2.1 | “Authors” | All persons who contributed to the draft and creation of the Manuscript. |
| 2.2 | “Commercial Sites” | Any website which directly or indirectly allows to generate revenues for the owner or the users. |
| 2.3 | “Corresponding Author” | An Author jointly chosen and appointed by all the Authors to manage, also on their behalf, the relationship with the Publisher and the relevant publishing process, including (without limitation) the following activities:   1. managing all communications between the Publisher and the Authors during the Manuscript submission, peer review, publication process and after publication; 2. ensuring that the names of the Authors, their arrangement and affiliations are correct; 3. ensuring that all the Authors have approved the manuscript before submission; 4. making sure and warranting that all permissions to reproduce previously published material have been obtained from the relevant owners or licensees; 5. making sure disclosures, declarations, statements from all the Authors are included in the manuscript; 6. executing all deeds, agreements and undertakings concerning the Manuscript. |
| 2.4 | “Copyright Transfer Agreement” | This copyright transfer agreement. |
| 2.5 | “Institutional Repository” | Web pages hosted by an academic or research institute to provide private access to institute’s staff performing institutional tasks or promoting the institute’s activities without commercial purposes. |
| 2.6 | “Manuscript” | The manuscript identified under point 1 above including text, figures, tables and any other materials submitted by the Corresponding Author as part of the Manuscript). The Manuscript includes:   1. the version of the Manuscript exactly as it was submitted by the Authors which has not been peer-reviewed nor had any value added to it by the Publisher (“**Submitted Manuscript/Pre-Print**”); 2. the version of the Manuscript after it goes through the peer-review process, which may include amendments resulting from the process (“**Accepted Manuscript/Post-Print**”); 3. the final version of the Manuscript accepted by the Publisher and published in the Journal, which includes all the amendments added by the Publisher after the peer review process (e.g. copyediting, DOI assignment, online and print formatting, citation and other linking, deposit in abstracting and indexing services, hosting the final article on dedicated servers) (“**Final Published Article/Version of Record**”). |
| 2.7 | “Personal Websites” | The Authors’ personal and self-managed websites or pages which are created to present the Authors’ activities and research, excluding those pages in commercial sharing sites (e.g. Research Gate, Academia.edu, Facebook). |
| 2.8 | “Publisher” | Edizioni Minerva Medica S.p.A. |
| 2.9 | “Submission Statement” | The submission statement concerning the Manuscript executed by the Corresponding Author also on behalf of the other Authors. |

|  |  |
| --- | --- |
| **3.** | **SUBJECT MATTER** |
| 3.1 | This Copyright Transfer Agreement concerns the Manuscript identified above which has been submitted by the Corresponding Author, also on behalf of the other Authors, to the Publisher along with the relevant Submission Statement. |
| 3.2 | The Authors are requested to execute this Copyright Transfer Agreement further to the acceptance of the Manuscript in order to proceed with the relevant publication on the Journal. |
| 3.3 | The Corresponding Author, also on behalf of the other Authors, acknowledges and agrees that the Publisher shall not be able to proceed to the publication of the Manuscript without receiving a signed copy of this Copyright Transfer Agreement. |
| 3.4 | It is agreed that the Submission Statement shall continue to be valid, effective and enforceable with reference to the Manuscript. |

|  |  |
| --- | --- |
| **4.** | **ASSIGNMENT** |
| 4.1 | With the execution of this Copyright Transfer Agreement, the Corresponding Author – also on behalf of the other Authors – transfers and assigns to the Publisher the copyright in and to the Manuscript (and any subsequent version, including the Final Published Article/Version of Record), including – but not limited to – the right to publish, reproduce, transmit, modify, distribute, sell, lease, translate, create derivative works of the Manuscript in whole or in part, in any form and on any means, throughout the world, in all languages and in all media. For the sake of clarity, the Publisher shall have the right to use, exploit, assign and license any such right at its discretion as the Publisher may deem appropriate from time to time. |
| 4.2 | It is agreed that the Authors shall retain their moral rights (e.g. right to attribution) in and to the Manuscript and any other work, as provided for by the applicable law. |
| 4.3 | The above assignment does not include any supporting information or third party’s work referred to or reported in the Manuscript which shall be specifically indicated by the Authors. To the extent that any such information or work is included in the Manuscript, the Authors grant to the Publisher a perpetual, non-exclusive, sub-licenseable and worldwide license to use, publish, transmit, sell, distribute or otherwise exploit such information or work in whole or in part, in any form and on any means, throughout the world, in all languages and in all media.  The Authors shall indemnify and hold the Publisher harmless from and against any claim, action or demand made by third parties vis-à-vis the Publisher arising from any infringement of their rights. |
| 4.4 | Without prejudice or limitation to the above, the Authors retain all proprietary rights in any process, procedure or invention (including patents) described in the Manuscript. |
| 4.5 | The Publisher undertakes to make all reasonable endeavours to publish the Manuscript in the Journal. The Corresponding Author, also on behalf of the other Authors, acknowledges that the Publisher may be prevented from publishing, or may decide not to publish at its discretion, the Manuscript. The Corresponding Author, also on behalf of the other Authors, waives any claim, demand or request whatsoever in case of delayed, or lack of, publication of the Manuscript. |

|  |  |  |
| --- | --- | --- |
| **5.** | **PERMITTED USES (SHARING AND SELF-ARCHIVING)** | |
| 5.1 | Without prejudice to the assignment of the copyright in and to the Manuscript, each of the Authors shall be permitted to perform certain uses of the Manuscript free of charge, subject to full compliance by all the Authors with the clauses set forth in the Submission Statement and in this Copyright Transfer Agreement. | |
| 5.2 | The Authors may use the Submitted Manuscript/Pre-Print only as plain unformatted text and without any enhancement whatsoever which may make it appear as if it was any subsequent version of the Manuscript, including the Final Published Article/Version of Record. The Submitted Manuscript/Pre-Print shall in no circumstances be updated or replaced with any subsequent version of the Manuscript, including the Final Published Article /Version of Record.  In order to promote wide dissemination of the article, the Publisher requires the Authors to include a clear statement declaring that the Submitted Manuscript/Pre-Print has been submitted or accepted for publication or published in the Journal with a DOI link to the Final Published Article/Version of Record) at <https://www.minervamedica.it> (in compliance with the instructions available at <https://www.minervamedica.it/en/journals/self-archiving-policy.php>). Subject to these terms, the Authors may make the Pre-Print Submitted Manuscript available as follows: | |
|  |  | on Authors’ Personal Websites; |
|  |  | by emailing it to colleagues within the context of scientific collaborations; |
|  |  | for teaching purposes to the Authors’ students (open sharing shall not be allowed); |
|  |  | on Institutional Repositories; |
|  |  | on not-for-profit repositories; |
|  |  | for thesis and doctorate submissions; |
|  |  | in slides or posters during conferences; |
|  |  | in grant or funding applications; |
|  |  | on Commercial Sites or social media (e.g. Research Gate, Academia.edu, Facebook) only as an abstract of the Submitted Manuscript (using the formal version of the abstract). |
| 5.3 | The Authors may use the Accepted Manuscript/Post-Print only as plain unformatted text and without any enhancement whatsoever which may make it appear as if it was any subsequent version of the Manuscript, including the Final Published Article/Version of Record). The Accepted Manuscript/Post-Print shall in no circumstances be updated or replaced with any subsequent version of the Manuscript, including the Final Published Article/Version of Record.  In order to promote the dissemination of the article, the Publisher requires the Authors to include a clear statement declaring that Accepted Manuscript/Post-Print has been submitted or accepted for publication or published in the Journal with a DOI link to the Final Published Article/Version of Record at <https://www.minervamedica.it> (in compliance with the instructions available at <https://www.minervamedica.it/en/journals/self-archiving-policy.php>). Subject to these terms, the Authors may make the Accepted Manuscript/Post-Print available as follows: | |
|  |  | on Personal Websites, upon expiration of an embargo period of 12 (twelve) months from formal publication of the Final Published Article/Version of Record in a Journal issue; |
|  |  | on Institutional Repositories, upon expiration of an embargo period of 12 (twelve) months from formal publication of the Final Published Article/Version of Record in a Journal issue; |
|  |  | on non-commercial repositories (e.g. Pubmed Central), upon expiration of an embargo period of 12 (twelve) months from formal publication of the Final Published Article/Version of Record in a Journal issue; |
|  |  | on Commercial Sites or social media (e.g. Research Gate, Academia.edu, Facebook) only as an abstract of the Accepted Manuscript/Post-Print (using the formal version of the abstract). |
|  |  | by emailing it to colleagues within the context of scientific collaborations; |
|  |  | for teaching purposes to the Authors’ students (open sharing shall not be allowed); |
|  |  | for thesis and doctorate submissions; |
|  |  | in slides or posters during conferences; |
|  |  | in grant or funding applications; |
| 5.4 | In order to promote the dissemination of the article, the Publisher requires the Authors to include a clear statement declaring that the Final Published Article/Version of Record has been published in the Journal with a DOI link at <https://www.minervamedica.it> (in compliance with the instructions available at <https://www.minervamedica.it/en/journals/self-archiving-policy.php>). Subject to these terms, the Authors may make the Final Published Article/Version of Record available as follows: | |
|  |  | on Personal Websites (only as an abstract, using the formal published version of the abstract); |
|  |  | on Institutional Repositories (only as an abstract, using the formal published version of the abstract); |
|  |  | on non-commercial repositories (e.g. Pubmed Central), upon expiration of an embargo period of 12 (twelve) months from formal publication of the Article in a Journal issue; |
|  |  | on commercial repositories (e.g. Research Gate, Academia.edu, Facebook) or social media (only as an abstract, using the formal published version of the abstract); |
| 5.5 | Any re-use by the Authors in other publications of abstracts, figures, tables and excerpts of the Final Published Article/Version of Record (up to 200 words) shall be subject to a prior written agreement with the Publisher, in any case provided that: | |
|  |  | full credit is given to the Final Published Article/Version of Record and Journal; |
|  |  | any such use is not made for commercial purposes of the Authors; |
|  |  | any modifications to the figures and tables are expressly indicated. |

|  |  |
| --- | --- |
| **6.** | **TERM AND TERMINATION** |
| 6.1 | The copyright in and to the Manuscript (and any subsequent version, including the Final Published Article/Version of Record) is assigned to the Publisher for its entire duration as provided for by the applicable law. |
| 6.2 | Should any of the Authors breach any of the covenants concerning the permitted uses set forth under article 5 above or in the Submission Statement, the Publisher shall have the right to revoke – at its discretion – any or all the permitted uses to such Author. |

|  |  |
| --- | --- |
| **7.** | **CONSIDERATION** |
| 7.1 | The Corresponding Author, also on behalf of the other Authors, acknowledges that the assignment set forth in this Copyright Transfer Agreement shall be executed with no consideration whatsoever in favour of the Authors. |
| 7.2 | The Corresponding Author, also on behalf of the other Authors, waives any right, claim or demand vis-à-vis the Publisher or the Publisher’s licensees concerning the economic exploitation of the Manuscript (and any subsequent version, including the Final Published Article/Version of Record). |

|  |  |
| --- | --- |
| **8.** | **MISCELLANEOUS** |
| 8.1 | The Corresponding Author represents and warrants that all the Authors have read and understood, and accept, this Copyright Transfer Agreement, and that the Corresponding Author has been duly authorized to execute it on behalf of all the Authors. Therefore, the Corresponding Author shall indemnify and hold the Publisher harmless from and against any prejudice arising from any claims or demands brought by any Author vis-à-vis the Publisher. |
| 8.2 | This Copyright Transfer Agreement shall be governed by the Italian law. |
| 8.3 | Any dispute which may arise from or in connection to this Copyright Transfer Agreement shall be brought before the Courts of Torino (Italy) which shall have exclusive jurisdiction. |

|  |  |
| --- | --- |
| Handwritten signature of the Corresponding Author |  |
| Printed name of the Corresponding Author |  |
| Date |  |

|  |  |
| --- | --- |
|  | The Corresponding Author, also on behalf of the other Authors, expressly accepts, also pursuant to article 1341 of the Italian Civil Code, the clauses set forth under points 4.3 (indemnification), 4.5-7.2 (waivers), 6.2 (revocation) and 8.3 (jurisdiction). |

|  |  |
| --- | --- |
| Handwritten signature of the Corresponding Author |  |
| Printed name of the Corresponding Author |  |
| Date |  |