**LICENSE AGREEMENT FOR DISTRIBUTION UNDER CC BY-NC 4.0**

Minerva Orthopedics

|  |  |  |
| --- | --- | --- |
| **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 | “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. |
| 2.3 | “Final Published Article/Version of Record” | 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 (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). |
| 2.4 | “License Agreement” | This license agreement. |
| 2.5 | “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), as implemented, modified and amened pursuant to this License Agreement. |
| 2.6 | “Publisher” | Edizioni Minerva Medica S.p.A. |
| 2.7 | “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 License Agreement concerns the grant to the Publisher of an exclusive license to produce, publish and distribute the Manuscript and any subsequent version under a Creative Commons license, while the relevant copyright is retained by the Authors. |
| 3.2 | The Authors are requested to execute this License 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 License Agreement as well as payment of the relevant contribution. |
| 3.4 | It is agreed that the Submission Statement shall continue to be valid, effective and enforceable with reference to the Manuscript. |

|  |  |
| --- | --- |
| **4.** | **LICENSE** |
| 4.1 | With the execution of this License Agreement, the Corresponding Author – also on behalf of the other Authors – grants to the Publisher an exclusive, sub-licensable, worldwide, perpetual and irrevocable license to publish, reproduce, transmit, modify, distribute, sell, lease, translate the Manuscript (and any subsequent version, including the Final Published Article/Version of Record) on any means (including in print, electronic and all other media) and for any purposes, including commercial purposes, as the Publisher may deem appropriate from time to time. |
| 4.2 | It is agreed that the Authors shall retain the copyright in and to the Manuscript. Therefore, all rights which are not granted to the Publisher on an exclusive basis shall be vested in the Authors. |
| 4.3 | Should the Publisher decide to publish the Manuscript further to the positive outcome of the relevant acceptance process, the Publisher undertakes to publish the Manuscript in the Journal on an open access basis under the Creative Commons Attribution – Non Commercial 4.0 International License (CC BY-NC 4.0). The CC BY-NC 4.0 license allows users to distribute, remix, adapt and build upon the Manuscript, provided this is not done for commercial purposes, and provided that the user gives appropriate credits to the author(s) and the source (with a link to the formal publication through the relevant DOI), provides a link to the license, indicates if changes were made, and that the licensor is not represented as endorsing the use made of the work. Full details on the CC BY-NC 4.0 are available at <https://creativecommons.org/licenses/by-nc/4.0/>. |
| 4.4 | The Corresponding Author – also on behalf of the other Authors – also grants to the Publisher a non-exclusive, sub-licensable, worldwide, perpetual and irrevocable license to use, publish, transmit, sell, distribute or otherwise exploit any supporting information or third party’s work referred to or reported in the Manuscript, which shall be specifically indicated by the Authors, 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. |
| 4.5 | For the sake of clarity, the Authors shall also retain all proprietary rights in any process, procedure or invention (including patents) described in the Manuscript. |
| 4.6 | Without prejudice for any of the Authors’ representations or warranties set forth in the Submission Statement, the Corresponding Author – also on behalf of the other Authors – represents and warrants that no other licenses to publish, sell, distribute or otherwise commercially exploit the Manuscript (and any subsequent version thereto) has been granted by any of the Authors to any third party. |
| 4.7 | 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.** | **TERM AND TERMINATION** |
| 5.1 | The license set forth above is granted to the Publisher for the entire duration of the copyright in and to the Manuscript (including any subsequent version thereto) as provided for by the applicable law. |

|  |  |  |
| --- | --- | --- |
| **6.** | **CONSIDERATION** | |
| 6.1 | The Corresponding Author, also on behalf of the other Authors: | |
|  | (a) | acknowledges that the Publisher will proceed with the publication of the Manuscript only upon full payment of the relevant article processing charges (“APCs”) as indicated in the Journal’s instructions at <https://www.minervamedica.it/en/journals/minerva-orthopedics/notice-to-authors.php>; |
|  | (b) | undertakes to timely pay the APCs within the terms indicated in the acceptance letter of the Manuscript and acknowledges that any late payment may entail delays in the publication of the Manuscript; |
|  | (c) | 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). |

|  |  |
| --- | --- |
| **7.** | **MISCELLANEOUS** |
| 7.1 | The Corresponding Author represents and warrants that all the Authors have read and understood, and accept, this License 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. |
| 7.2 | This License Agreement shall be governed by the Italian law. |
| 7.3 | Any dispute which may arise from or in connection to this License 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 3.1-4.1 (exclusivity), 4.4 (indemnification), 4.7-6.1.c (waiver) and 7.3 (jurisdiction). |

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