**SUBMISSION STATEMENT**

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 | “Journal” | The Journal identified under point 1 above.  |
| 2.4 | “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). |
| 2.5 | “Publisher” | Edizioni Minerva Medica S.p.A. |
| 2.6 | “Submission Statement” | This submission statement. |

|  |  |
| --- | --- |
| **3.** | **DECLARATIONS** |
| 3.1 | The Corresponding Author, also on behalf of the other Authors, represents and warrants: |
|  | (a) | to have been duly authorised in writing by each of the other Authors to act on their behalf and to execute this Submission Statement; |
|  | (b) | that each and all Authors have read, understood and are aware of the declarations, representations, terms and conditions of this Submission Statement; |
|  | (c) | to be aware of his/her tasks, duties and obligations as Corresponding Author; |
|  | (d) | that he/she will indemnify and hold the Publisher harmless from and against any prejudices which may arise from, or in connection with, the breach of any of the terms and conditions set forth in this Submission Statement, including any of the representations and warranties set forth under point 4 below, as well as from any claims brought by any other Author vis-à-vis the Publisher.  |

|  |  |
| --- | --- |
| **4.** | **REPRESENTATIONS AND WARRANTIES** |
| 4.1 | The Corresponding Author, also on behalf of the other Authors and therefore assuming all liabilities thereof, declares that: |
|  | (a) | the Manuscript is original, has not been totally of partially published yet, is not currently under evaluation elsewhere for simultaneous consideration, and, if accepted for publication by the Publisher, will not be assigned, licensed or published elsewhere either wholly or in part in any form or language; |
|  | (b) | the Manuscript is new, original, creative, free of plagiarism and does not infringe any intellectual or industrial property right owned by any third parties worldwide; |
|  | (c) | the Authors are jointly and severally responsible for the research that they have jointly designed and carried out and they agree on the results presented in the Manuscript whose contents they approve; |
|  | (d) | all the Authors have read and approved the final version of the Manuscript. The responsible authorities of the institution where the work was carried out have been informed about the manuscript and approve it. All the Authors have consented to the Corresponding Author submitting the manuscript to the Publisher and agree to its being peer-reviewed; |
|  | (e) | all the persons who contributed to the draft and creation of the Manuscript have been listed and indicated as Authors under point 1 above; |
|  | (f) | all the Authors, as listed under point 1 above, meet the criteria for authorship established by the International Committee of Medical Journal Editors (ICMJE). It is agreed that the Authors which do not meet such criteria shall not be indicated in the by-line of the Manuscript; |
|  | (g) | the Authors have specified the contribution of each person that has participated to the study at the end of the Manuscript file in the notes under the “Authors’ contributions” section; |
|  | (h) | the Authors have obtained written permission by the rights holder for the use – also by the Publisher and any Publisher’s licensees after publication – of figures, tables, artworks and any excerpts from other publications that are included in the Manuscript and have credited the sources; |
|  | (i) | the Authors have carried out the studies reported in the Manuscript in accordance with all applicable laws, regulations, guidelines and best practices; |
|  | (j) | when reporting studies that involve human subjects: 1. the Authors have obtained all permissions and authorizations;
2. the Authors have included a statement on ethics approval at the beginning of the methods section, indicating that the study has been approved by the institutional research ethics committee before experiment was started with the identification details of the ethics committee;
3. the study has been conducted in accordance with the principles set forth in the Helsinki Declaration and patients have given their informed consent for participation in the research study;
4. in case of publication of photographs, the Authors have obtained permission from the patients for the publication, also by the Publisher, of any material that might identify them;
5. in case of processing of personal data, the Authors have complied with the applicable legislation and have title to allow the Publisher to publish the Manuscript;
 |
|  | (k) | the Authors, when reporting experiments on animals, have included a statement on ethics approval at the beginning of the methods section, indicating that the study has been approved by the institutional research ethics committee and specifying the guidelines for care of animals that have been followed; |
|  | (l) | the Authors have duly filled the Potential Conflict of Interest Disclosure Form below and have reported any conflict of interest which may arise at the end of the manuscript file in the notes under the “Conflicts of Interest” section (also applicable if there is no conflict of interest); |
|  | (m) | the Authors, when reporting original research data, have included a statement on data availability at the end of the “Materials and Methods” section either including information on where research data can be found or specifying why research data cannot be made publicly available; |
|  | (n) | the Authors agree to jointly bear responsibility for payment of any and all applicable publication charges, as indicated in the Journal’s instructions, and acknowledge that the Publisher shall be entitled to refuse publication of the Manuscript in case of partial, delayed or failed payment; |
|  | (o) | they have read and understood the Publisher’s privacy policy at https://www.minervamedica.it/en/privacy-policy.php. |
| 4.2 | In case of infringement of art. 4.1.(a), the Publisher reserves the right – at its sole discretion – to:  |
|  | (a) | prevent the Authors (including the Corresponding Author) from engaging in any further collaboration or publishing activity with the Publisher; |
|  | (b) | refuse the publication of the Manuscript; |
|  | (c) | terminate this Submission Statement and the license agreement concerning the Manuscript; |
|  | (d) | terminate any other agreement in place between the Publisher and the Authors. |

|  |  |
| --- | --- |
| **5.** | **MISCELLANEOUS** |
| 5.1 | The Corresponding Author, also on behalf of the other Authors (if any), represents and warrants that all the Authors have read and understood, and accept, the Journal’s instructions which govern the draft, submission, review and publication of the Manuscripts which have been made available to the Authors at <https://www.minervamedica.it/en/journals/minerva-orthopedics/notice-to-authors.php>. |
| 5.2 | The Corresponding Author, also on behalf of the other Authors (if any), represents to be aware and acknowledges that the Journal is currently being published by the Publisher under a “Hybrid” model pursuant to which the authors of each article may decide to make the relevant article available under an “Open Access” model or a “Subscription-Based” model. Therefore, subject to acceptance of the Manuscript, the Corresponding Author, also on behalf of the other Authors (if any), accepts that: |
|  |  | in case of “Open Access” model: |
|  |  |  | the Manuscript will be published on the Publisher’s website and made freely available to any users and with no accessibility limitations; |
|  |  |  | the Authors will be requested to pay to the Publisher the article processing charges (“**APCs**”) as indicated in the Journal’s instructions <https://www.minervamedica.it/en/journals/minerva-orthopedics/notice-to-authors.php>, being understood that the APC may be paid by institutions or funders on behalf of the Authors; |
|  |  |  | the Authors will retain the copyright in and to the Manuscript; |
|  |  |  | the Authors will be requested to – and hereby agree to – execute an exclusive license agreement (“**License Agreement**”) with the Publisher for the publication and distribution of the relevant Manuscript under a Creative Commons License. |
|  |  | in case of “Subscription-Based” model: |
|  |  |  | the Manuscript will be published in the Journal and made available only to those users who purchased a subscription and paid the relevant fee; |
|  |  |  | publication of the Manuscript is free of charge for the Authors; |
|  |  |  | the Authors will transfer and assign to the Publisher the copyright in and to the Manuscript, without prejudice for the Author’s moral rights which will be retained by the Authors. |
|  |  |  | the Authors will be requested to – and hereby agree to – execute a copyright transfer agreement (“**Copyright Transfer Agreement**”) with the Publisher. |
| 5.3 | Should any of the Authors fail to execute the Copyright Transfer Agreement or the License Agreement, causing the Publisher to be prevented from publishing and exploiting the Manuscript, the Publisher reserves the right to enforce its rights pursuant to article 4.2 above, without limitation to any other remedy provided for by the applicable law. |
| 5.4 | Should the Manuscript be rejected by the Publisher, the Authors shall be free to submit the Manuscript to any other publishers or to exploit the Manuscript in any other manner they may deem appropriate.  |
| 5.5 | This Submission Statement shall be governed by the Italian law. |
| 5.6 | Any dispute which may arise from or in connection to this Submission Statement 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.d (indemnification), 4.1.a (exclusivity) and 5.6 (jurisdiction).  |

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

POTENTIAL CONFLICT OF INTEREST DISCLOSURE FORM

*The purpose of this form is to enable the Authors to provide information about financial and non-financial relationships and activities related to the Manuscript with entities such as government agencies, foundations, commercial sponsors, academic institutions. Although the existence of a relationship or an activity may not represent a problematic influence on the Manuscript, a complete listing helps to reassure readers of Authors’ commitment to transparency. The Authors should disclose any resources that they have received either directly or indirectly (via their institution) related to the Manuscript from the time of initial conception and planning of the work to the present. Authors should also disclose any relationships or activities that are topically but not directly related to the work during the last 36 months. The Corresponding Author is required to complete this form with information from* ***all Authors*** *which contributed to the Manuscript.*

|  |  |
| --- | --- |
| Authors’ Names |  |
| Manuscript Title |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Conflicts of interest** | **Yes/No** | **Authors** | **Entities** | **Notes** |
| **Directly related to manuscript** | **Topically but not directly related to manuscript** |
| 1. | Research funds, grants |  |  |  |  |  |
| 2. | Consultant relationships |  |  |  |  |  |
| 3. | Employment funds |  |  |  |  |  |
| 4. | Patents or royalties |  |  |  |  |  |
| 5. | Personal financial interests |  |  |  |  |  |
| 6. | Honoraria for lectures, manuscript writing… |  |  |  |  |  |
| 7. | Donations |  |  |  |  |  |
| 8. | Financial supports for attending symposia, educational programs, writing assistance, receipt of equipment, drugs… |  |  |  |  |  |
| 9. | Other financial interests that could have influenced the submitted work |  |  |  |  |  |

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