

## MANUSCRIPT SUBMISSION AGREEMENT

L. Andrew Koman, Editor  
**Journal of Surgical Orthopaedic Advances**  
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**RE: Agreement for Submission of Manuscript Proposed for Publication in *Journal of Surgical Orthopaedic Advances* (“Journal”)**

Gentlemen:

In consideration of the Southern Orthopaedic Association’s reviewing and editing the following manuscript proposed for publication in the *Journal of Surgical Orthopaedic Advances*:

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(the “Writing”), the undersigned, whether one or more, agree with you as follows:

1. Undersigned give, release, and quitclaim to Southern Orthopaedic Association, its successors, its legal representative and assigns, all of the right, title, interest in and ownership of undersigned in and of the above-described Writing, including all copyright or right to copyright therein throughout the world, with the intention to vest all such rights irrevocably in Southern Orthopaedic Association, its successors, its legal representatives and assigns. Undersigned acknowledges and agrees that Southern Orthopaedic Association, its successors, legal representatives, and assigns may publish the Writing in all media, including without limitation print, electronic, and online publication.
2. Undersigned agree to execute, acknowledge, and deliver, or to procure the due execution, acknowledgment and delivery to Southern Orthopaedic Association of any further instruments that in the sole judgment and discretion of Southern Orthopaedic Association may be deemed necessary or expedient to carry out or effectuate the purposes or intent of the Agreement.
3. Should Southern Orthopaedic Association fail to accept the Writing for publication, all rights granted to the Southern Orthopaedic Association hereunder shall terminate at the option of undersigned and revert to undersigned.
4. Undersigned warrant and represent to Southern Orthopaedic Association that the Writing is wholly original with the undersigned, the author(s), in all respects, and that no part thereof was taken from any other material, and its full use by publication in the *Journal of Surgical Orthopaedic Advances* or any other publication, will not in any way infringe or violate the copyright or common law rights of any party whomsoever.
5. If the Writing constitutes a medical case study or report based on a medical case, undersigned represent and warrant that to the knowledge of undersigned no other person has, or proposes to submit for publication any study, article, or work based upon the same medical case.
6. Undersigned agree that Southern Orthopaedic Association shall have the right to revise, edit, and review the manuscript of the Writing prior to publication and to make such changes, revisions, corrections, deletions, or minor additions as Southern Orthopaedic Association and the Editor of the *Journal of Surgical Orthopaedic Advances* may deem necessary.
7. Undersigned agree to defend and hold harmless Southern Orthopaedic Association, its successors, assigns, licensees, publishers, agents, and associates against any charges, damages, costs, expenses (including counsel fees), judgments, penalties, liabilities or losses of any other kind or nature whatsoever, that may be sustained or suffered by or secured against or imposed on Southern Orthopaedic Association, its successors, assigns, licensees, publishers, agents, or associates by reason of the publication of the Writing or on account of any lawful use Southern Orthopaedic Association may make of the Writing, or any part thereof, or the title thereof, in the exercise of any of the rights, licenses, or privileges herein granted.

8. Undersigned understand and agree that any release to the news media of the information concerning the Writing prior to its publication by Southern Orthopaedic Association will constitute grounds for immediate withdrawal of the Writing from publication in the *Journal of Surgical Orthopaedic Advances* regardless of its stage in process.
9. Undersigned affirm that they, the authors, have acknowledged in the Writing all financial support or provision of supplies used in any study resulting in the Writing. Undersigned agree that the title page of the Writing will include a footnote supplying all grant or contract numbers and the complete name and location of the funding agency or institution, all of which information undersigned agree to supply Southern Orthopaedic Association prior to publication of the Writing.
10. Undersigned understand and agree that they, the authors, must submit a confidential statement to the Editor of the *Journal of Surgical Orthopaedic Advances* specifying whether undersigned have any commercial or proprietary interest in any drug, device, or equipment mentioned in the Writing. Undersigned understand and agree that such confidential statement must identify any financial interest undersigned might have (as consultant, stockholder, employee, evaluator, etc.) in any item mentioned in the Writing. Undersigned understand and agree that the Editor of the *Journal of Surgical Orthopaedic Advances* will then decide whether the information contained in the confidential statement will be published as an accompaniment to the Writing.
11. Undersigned represent and warrant that in all reports on the results of an experimental investigation of human subjects, that an appropriate institutional review board approved the project and/or that informed consent was obtained from the subjects after the nature of the procedure(s) had been explained. Undersigned agree to produce, upon request by the Southern Orthopaedic Association or the Editor of the *Journal of Surgical Orthopaedic Advances*, documentation that institutional approval and informed consent were obtained. Undersigned shall submit with the manuscript a signed statement of consent from the patient (or, if the patient is a minor, from both parents or the legal guardian) with all identifiable photographs. Consent forms shall contain a statement that photographs and information about a case may be published separately or together and that the patient's name will not be disclosed.
12. Undersigned represent and warrant that in all reports on the results of an experimental investigation of animal subjects, that animal care complied with all federal or local laws, and with the "Guide for the Care and Use of Laboratory Animals" (NIH Publication No. 80-23, revised 1978). Undersigned agree to produce documentation of compliance upon request by the Southern Orthopaedic Association or the Editor of the *Journal of Surgical Orthopaedic Advances*.
13. Undersigned affirm that undersigned were ( ) were not ( ) (check appropriate block) employed by the United States government when the Writing was prepared. If undersigned were employed by the United States Government at such time, it is understood and agreed that the Writing is not protected by the Copyright Act and that no transfer of Copyright can be made by undersigned.

IN WITNESS WHEREOF, the undersigned, intending to be fully bound, have executed the above Agreement this day of \_\_\_\_\_, 20\_\_\_\_\_.

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**SOUTHERN ORTHOPAEDIC ASSOCIATION**

**Received by:** \_\_\_\_\_

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