



Delivering Excellence

The Journal of Bone and Joint Surgery, Inc.
20 Pickering St., Needham, MA 02492-3157, USA

Copyright Transfer and Author Agreement

In consideration of the review and/or editing by The Journal of Bone and Joint Surgery, Inc. (“JBJS, Inc.”) of the following material submitted for publication in a JBJS, Inc. journal:

JBJS-D-21-00345

Article Tracking #

Discrepancies in Work-Family Integration Between Female and Male Orthopaedic Surgeons

Article Title (the “Work”)

Danielle Y. Ponzio

Corresponding Author Name (the “Author”)

The Journal of Bone and Joint Surgery

Name of Journal in which Work is to be Published

The Author(s) hereby agree as follows:

AUTHORS: PLEASE READ CAREFULLY - DO NOT BE GUILTY OF FRAUD OR DUPLICATE SUBMISSION OR PUBLICATION – CONTACT THE EDITORIAL OFFICE BEFORE SIGNING IF YOU HAVE ANY QUESTIONS!

NOTE: AUTHORS RETAIN COPYRIGHT FOR ALL VIDEOS PUBLISHED IN JBJS JOURNALS. AUTHORS MUST COMPLETE AND SIGN JBJS INC.’S [VIDEO LICENSE AGREEMENT](#), WHICH WILL SUPPLEMENT AND BECOME A PART OF THIS AGREEMENT. AUTHORS GRANT JBJS, INC., AND ITS PUBLISHING PARTNER WOLTERS KLUWER A LICENSE TO PUBLISH AND USE EACH VIDEO AND TO IDENTIFY THEMSELVES AS THE ORIGINAL PUBLISHER. AUTHORS MAY DISSEMINATE AND REUSE THE PUBLISHED VIDEOS PROVIDED THAT THE ORIGINAL AUTHORS AND ORIGINAL SOURCE ARE REFERENCED APPROPRIATELY.

1. a. Each of the Author(s) hereby transfers, assigns and otherwise conveys to JBJS, Inc. all right, title and interest in the Work (excluding videos), including but not limited to any and all copyright(s) therein held by each undersigned Author, together with any rights of each such Author to secure renewals, reissues and extensions of such copyright that may be secured under the laws now or hereafter in force and effect in the United States or in any other country, and any and all rights to bring any court or other action to obtain damages, or injunctive or other relief, in connection with any past, present or future infringement of such copyright(s) or other claim in connection therewith.

b. **NOTE:** If the article is accepted, the Author(s) shall have the right to elect to have it published according to the **open-access** model, which provides the public with free unrestricted online access to the article on the corresponding journal’s web site immediately upon publication. If the Author(s) choose the open-access option and pay the applicable article processing charge, the Author(s) will retain the copyright to the article by signing, and uploading to the manuscript submission system, the Wolters Kluwer Open Access License Agreement (the “Open Access License”). The Open Access License grants JBJS, Inc. and its publishing partner Wolters Kluwer the exclusive license to publish the article and to identify themselves as the original publisher. The Open Access License

supersedes and replaces Section 1.a of this Agreement and the article is published under the terms of the Creative Commons license designated in the Open Access License.

UNITED STATES GOVERNMENT EMPLOYEES. Check this “United States Government Employees” option if the Work or a portion of it has been prepared by any Author (a) who is an employee of the United States Government and (b) as part of such Author’s official employment duties. A work prepared by an employee of the United States Government as part of his or her official duties is called a “work of the United States Government” and is not subject to copyright protection. If it is not prepared as part of the employee’s official duties, it may be subject to copyright protection. Therefore, if this “United States Government Employees” option is checked and the work was done as part of the authors’ official government duties, the Work will be published with the following legend: “Written work prepared by employees of the Federal Government as part of their official duties is, under the United States Copyright Act, a ‘work of the United States Government’ for which copyright protection under that Act is not available. As such, copyright protection does not extend to the contributions of employees of the Federal Government prepared as part of their employment.”

2. Each of the Author(s) hereby also grants permission to JBJS, Inc. to use such Author’s name and likeness in connection with any past, present or future promotional activity by JBJS, Inc., including, but not limited to, promotions for upcoming issues or publications, circulation solicitations, advertising or other publications in connection with JBJS, Inc.

3. Each of the Author(s) hereby warrants, represents and covenants that (i) each of the Author(s) has read and approved the final manuscript or version of the Work; (ii) the Work (or, in the case of *JBJS Essential Surgical Techniques* video articles only, the Work as a whole) is original; (iii) the Author(s) are the sole owners of all rights of any kind in the Work; (iv) the Work (or, in the case of *JBJS Essential Surgical Techniques* video articles only, the Work as a whole) has not been previously published and is not under consideration for publication by any person or entity, including electronic publishers, other than JBJS, Inc., and that the Author(s) have not previously transferred, assigned or conveyed, or agreed to transfer, assign or convey, any rights in connection with the Work to any person or entity other than JBJS, Inc.; (v) the Work is not libelous, and the publication of the Work will not infringe upon or misappropriate any copyright, right to privacy, trade secret, proprietary or any other right of any person or other entity; and (vi) any and all necessary approvals, consents, waivers or permissions from third parties in connection with the Work and its publication have been obtained, and that the Author(s) will deliver copies of the same to JBJS, Inc. upon its request. Upon the request of the Editor-in-Chief of JBJS, Inc., the author(s) will provide to JBJS, Inc., in a timely fashion, any or all of the data, facts and information included in or forming the basis for the Work (the “Data”); JBJS, Inc. shall have the right to use (and to permit others to use) the Data in reviewing and/or editing the Work and for any other purpose other than the creation or publication of any other work based exclusively on the Data.

4. To enable Author(s) to comply with the requirements of outside funding bodies, JBJS, Inc. will deposit, into the PubMed Central (PMC) Archive, the final published version of any article identified as requiring such deposit below. PMC will make these articles freely available after an embargo period of 12 months, 6 months (Wellcome Trust only), or immediately upon publication (if the Author(s) choose the open-access option).

Please disclose below if you have received funding for research on which your article is based from any of the following organizations. JBJS, Inc. will not be held responsible for retroactive deposits to PMC if the Author(s) do not identify the funding agency below.

National Institutes of Health (NIH)

Wellcome Trust

Howard Hughes Medical Institute (HHMI)

Research Councils UK (RCUK)

Other funding body requiring deposit in repository offering free access after embargo (please list):

5. Each of the Author(s) hereby releases and shall indemnify and hold harmless JBJS, Inc. and its successors, assigns, licensees, officers, directors, employees, and their respective heirs and representatives from and against any and all liabilities, losses, damages and expenses arising out of any claims of any kind that may be asserted against any of them based in whole or in part on any breach of the Author(s)’ representations or warranties herein or in the Work or anything contained in the Work, including but not limited to any claims for copyright infringement or violation of any rights of privacy or publicity.

6. Nothing in this Agreement shall constitute any promise by or obligation of JBJS, Inc. to publish the Work, or any portions thereof, at any time in any publication. However, if at any time JBJS, Inc. finally elects not to publish the Work, JBJS, Inc. shall reconvey to the Author(s), without any representation, warranty or recourse, all of JBJS, Inc.'s rights in the Work under Section 1 hereof at the time of such reconveyance and shall notify the Author(s) of such election and reconveyance; the provisions of section 3 hereof shall survive such reconveyance, and in no event shall JBJS, Inc. have any obligation to return to any Author the manuscript or any other copy(ies) or embodiment(s) of the Work or the Data delivered to JBJS, Inc. by the Author(s) or made by JBJS, Inc.

7. This Copyright Transfer and Author Agreement shall be governed by Massachusetts law. In the unlikely event that the parties hereto are unable amicably to resolve any dispute arising under or in connection with this Agreement, such dispute shall be adjudicated in an appropriate state or federal court in Boston, Massachusetts.

For JBJS Essential Surgical Techniques video articles only:

8. Each of the Author(s) hereby represents, warrants and covenants that the majority of content of the Work is original material, has not been previously published in any form, and is wholly owned by one or more of the Authors, who in turn have the right to grant to JBJS, Inc. the rights and licenses provided herein, and have not entered into or agreed to enter into, and the Work is not subject to, any agreement, arrangement or restriction in conflict or inconsistent with this Author Agreement. Although portions of the Work may not be original to the Work, substantially duplicate publication is strictly prohibited.

NOTE: Handwritten, DocuSigned, digitally verified Adobe, or similar signatures only. Digital signatures must display certification if printed. No other form of electronic or stamped signature is acceptable.
Authors are permitted to sign separate forms as long as each form is completed in its entirety.

AUTHOR'S SIGNATURE: Courtney Bell
Name (please print): Courtney Bell DATE: 7/13/21

AUTHOR'S SIGNATURE: Miranda Cyzmek
Name (please print): Miranda Cyzmek DATE: 7/13/21

AUTHOR'S SIGNATURE: Alvin Ong
Name (please print): Alvin Ong DATE: 7/13/21

AUTHOR'S SIGNATURE: _____
Name (please print): _____ DATE: _____

AUTHOR'S SIGNATURE: _____
Name (please print): _____ DATE: _____

AUTHOR'S SIGNATURE: _____
Name (please print): _____ DATE: _____

Upload this signed, completed form to the online submission site or email a scanned copy to editorial@jbjs.org.