

## 附件 3

[*Journal title*]

### COPYRIGHT TRANSFER AGREEMENT



Manuscript Title: \_\_\_\_\_  
Manuscript Number: \_\_\_\_\_

#### REPRESENTATIONS, WARRANTIES, COVENANTS AND OTHER STATEMENTS OF THE AUTHOR

1. **RETAINED RIGHTS:** Except for copyright, other proprietary rights related to the Work (e.g., patent or other rights to any process or procedure) shall be retained by the author. To reproduce any text, figures, tables, or illustrations from this Work in future works of their own, the author must obtain written permission from Chinese Medical Association ("CMA").
2. **ORIGINALITY:** Each author warrants that his or her submission to the Work is original, does not infringe upon, violate, or misappropriate any copyright or other intellectual property rights, or any other proprietary right, contract or other right or interest of any third party, and that he or she has full power to enter into this agreement. Neither this Work nor a similar work has been published nor shall be submitted for publication elsewhere while under consideration by this Publication.
3. **AUTHORSHIP RESPONSIBILITY:** Each author warrants that he or she has participated sufficiently in the intellectual content, the analysis of data, if applicable, and the writing of the Work to take public responsibility for it. Each has reviewed the final version of the Work, believes it represents valid work, and approves it for publication. Moreover, should the editors of the Publication request the data upon which the work is based, they shall produce it.
4. **PREPRINTS:** Upon acceptance of the article for publication, each author warrants that he/she will promptly remove any prior versions of this Work (normally a preprint) that may have been posted to an electronic server.
5. **DISCLAIMER:** Each author warrants that this Work contains no libelous or unlawful statements and does not infringe or violate the publicity or privacy rights of any third party, libel or slander any third party, contain any scandalous, obscene, or negligently prepared information, or infringe or violate any other personal or proprietary right of others. Each author warrants that the Work does not contain any fraudulent, plagiarized or incorrectly attributed material. Each author warrants that all statements contained in the Work purporting to be facts are true, and any formula or instruction contained in the Work will not, if followed accurately, cause any injury, illness, or damage to the user. If excerpts (e.g., text, figures, tables, illustrations, or audio/video files) from copyrighted works are included, a written release will be secured by the author prior to submission, and credit to the original publication will be properly acknowledged. Each author further warrants that he or she has obtained, prior to submission, written releases from patients whose names or likenesses are submitted as part of the Work. Should the Editor or CMA request copies of such written releases, the author shall provide them in a timely manner.

6. **AUTHOR'S OWN WORK:** In consideration of CMA's publication of the Work, the author hereby transfers, assigns, and otherwise conveys all his/her copyright ownership worldwide, in all languages, and in all forms of media now or hereafter known, including electronic media such as CD-ROM, Internet, and Intranet to CMA. If CMA should decide for any reason not to publish the Work, CMA shall give prompt notice of its decision to the corresponding author, this agreement shall terminate, and neither the author nor CMA shall be under any further liability or obligation. Each author grants CMA the rights to use his or her name and biographical data (including professional affiliation) in the Work and in its or the journal's promotion. Notwithstanding the foregoing, this paragraph shall not apply, and any transfer made pursuant to this paragraph shall be null and void if the Work has been accepted by CMA for publication.
  
7. **WORK MADE FOR HIRE:** If this Work or any element thereof has been commissioned by another person or organization, or if it has been written as part of the duties of an employee, an authorized representative of the commissioning organization or employer must also sign this form stating his or her title in the organization.
  
8. **GOVERNMENT EMPLOYEES:** If the Work or a portion of it has been created in the course of any author's employment by the United States Government, check the "Government" box at the end of this paragraph. A work prepared by a government employee as part of his or her official duties is called a "work of the U.S. Government" and is not subject to copyright. If it is not prepared as part of the employee's official duties, it may be subject to copyright. Government Employees please tick this box
  
9. **INSTITUTIONAL REVIEW BOARD/ANIMAL CARE COMMITTEE APPROVAL:** Each author warrants that his or her institution has approved the protocol for any investigation involving humans or animals and that all experimentation was conducted in conformity with ethical and humane principles of research.
  
10. **WARRANTIES:** Each author warranty made in this form is for the benefit of CMA and the Editor; each author agrees to defend, indemnify, and hold harmless those parties for any breach of such warranties.

**SIGNATURES (all authors MUST sign)**

Name	Signature	Date signed
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____

(Additional signatures may be added below or on an additional form)