Legal Regulation of the *Croatian Medical Journal*: Model for Small Academic Journals

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During the last few years, the questions of editorial independence and journal governance have come into the focus of scholarly journals. There is little data on the legal regulation of journals outside mainstream science, although they constitute the largest body of biomedical literature. The *Croatian Medical Journal* functioned for more than 10 years without much legal regulation but with lot of enthusiasm and hard work. This Editorial presents our attempt to make legal provisions for the current status of the *Journal* and its future work. We defined our owners, main participants in making of the journal, and their responsibilities and benefits. The Agreement will be signed by all four medical schools in Croatia, which will become owners of the *Journal*. We hope that our experiences and solutions for strengthening the legal status of the *Journal* will help other editors from small scientific communities to think about their journal and its governance.

**Key words:** contracts; Croatia; editorial policies; evidence-based medicine; governing board; journalism, medical; periodicals; professional corporations; publishing; schools, medical

There are at least 16,000 biomedical journals in the world (1), and little is known about how they are governed and about the relationships between journal editors and journal owners. The question of editorial independence and journal governance have come into focus after the editor of the *Journal of the American Medical Association* (JAMA) was dismissed and the term of the editor of the *New England Journal of Medicine* was not renewed by the journal’s governing bodies (2,3). A recent survey of editors of 33 medical journals owned by not-for-profit associations showed that most editors had a complete or high level of editorial freedom, although a significant number reported being under some kind of pressure regarding the editorial content of the journal (4). The survey involved 10 medical journals represented on the International Committee of Medical Journal Editors (ICMJE) and 23 specialist journals with the highest impact factor in their field (4). To the best of our knowledge, there are no data on the governing of the journals outside of the mainstream science, although they constitute the largest body of biomedical literature (5).

This absence of legal regulation of work of journals and their editors is particularly pronounced in small scientific communities, those at the so-called scientific periphery (1). Journals in such scientific environments usually belong to an association or university, and are voluntary endeavors of dedicated editors. When we started the *Croatian Medical Journal* (CMJ) in 1991 (6), there were no legal policies regulating our work and relationships with journal’s owners and publisher. We wanted to make a good international journal, the idea appealed to the administration of the Zagreb University School of Medicine, and we were given free rein to do it. For more than ten years we functioned without knowing who actually owned the *Journal*, who could hire or fire us as editors, and to whom we had the reporting responsibility.

As one of the aims of our editorial work was to define the role of a journal in a small scientific community and improve the standards of editorial work (1,7,8), we spent a lot of time last year studying, discussion, and defining the legal position of the CMJ and the responsibilities of its editors, owners, publishers, and other interested parties.

The Agreement described in this article (full text at the end of this Editorial) was offered to the four Croatian medical schools. We aim to strengthen the legal status, present functioning, and future of the CMJ, so that its existence and success do not depend on the enthusiasm of its current editors, but that it remains a stable institution embedded in the system, regardless of the system’s weaknesses. The Agreement was drafted according to the legal policies regulating the organization of higher education and scientific research in Croatia. We hope that our experience may help other academic journals of similar size and posi-
tion, especially those outside of the mainstream science (1).

Roles of Parties Involved

We wanted to involve in the journal’s organizational structure all parties relevant for the journal’s existence and clearly define their roles. We kept in mind that each party should have responsibilities and privileges, and that none, either by power or by weakness, should endanger the journal’s existence and editorial freedom.

Croatian Medical Schools

There are four medical schools in Croatia. The Zagreb University School of Medicine is the oldest (established in 1917, ref. 9) and largest, followed by the Rijeka University School of Medicine (10), and two relatively new and small schools in Osijek (11) and Split (12). From its establishment in 1991, the CMJ served as a meeting place of these four schools, integrating a substantial part of their scientific activities. The Zagreb School of Medicine has remained the greatest patron of the journal, although all four schools have tried to be more or less equally involved in all aspects of the journal’s work as it serves as their common official organ. In the Agreement, the same policy has been maintained for three reasons: it proved useful in practice, it strengthened the position of the journal in the country and region, and it allowed a part of the financial burden of the journal to be distributed efficiently and justly among the four schools. Today, all four schools financially support the publishing of the journal according to their size, ie, owner’s share.

Ministry of Science and Technology

The Croatian Ministry of Science and Technology has always provided a full financial and technical support to the CMJ, as well as to other Croatian scientific journals (13). The Ministry’s policy has always been to promote scientific publishing and help at least some Croatian scientific journals to become internationally visible and recognized. However, there are still no well-defined and objective criteria for the assessment of journals and their appropriate funding. In addition, the Ministry is permanently underfunded due to its small share in the state budget (14). Thus, the final result of such a situation is that all financially supported journals are underfunded as well.

Under these circumstances, we have decided to be objective, even restrictive, in our demands to the Ministry. Although it is doubtful whether the CMJ will ever be commercially successful (self-sustainable), we do not want to place the whole financial burden on the Ministry. Instead, we asked for two permanent posts and two postgraduate (fellow) positions in the editorial office. We believe that investing in education and training of professionals in the journal would produce best long-term results. Also, we ask for modest amount of financial support to cover a part of the running cost of the editorial office.

Joint Management Board

The Joint Management Board consists of the representatives of the four Croatian medical schools, as the founders and owners of the CMJ. The number of representatives of each school is proportional to their size and investments in the journal. However, the management board has no influence on the editorial work and policy, but has to provide an environment in which the editor and editorial board can best serve its readers and the scientific community. Its only restrictive legal power is to intervene during crises that cannot be solved by the editorial board. It may dismiss the whole editorial board and appoint the nucleus of the new one – but only in cases of serious interruption of journal’s publishing or deterioration of the journal’s quality. Once formed, the new editorial board builds itself independently, and runs the journal independently.

We believe that in this way we secured the independence and academic freedom of the editor and editorial board, whereas at the same time the management board has the power to dismiss the editorial board if the quality of the journal is compromised. The management board can dismiss the editorial board as a whole, but not its individual members. In this way, the editorial board has the opportunity to function coherently and protect its members and policies. Also, in case of dispute between the management and editorial boards, a written statement is required before the editorial board is dismissed, thus preventing hasty and emotional decisions.

Editorial Board

The editorial board is the heart and the brain of the journal. Once initiated by the management board, it acts independently. This independence includes adoption of new members, election of the chief and executive editors, and all other strategic and concrete actions regarding the function of the journal.

The editorial board elects and dismisses the editor-in-chief, and constitutes the editor’s main reporting body. However, the individual board members are evaluated by the editor-in-chief and their stay on the board depends on the editor’s report to the whole board. In this way, the responsibilities of the two main factors of the journal are reciprocated. To secure objective and rational functioning of the editorial board, the decisions on the dismissal of the editor-in-chief must be approved by the management board.

Advisory Board

The main role of the advisory board is to serve as a pool of responsible and reliable reviewers and journal’s international representatives. The members, all prestigious scientists, are expected to solicit articles for the CMJ and promote the journal, for example, by giving their copy of the journal to the library of their affiliate institution.

Albeit treated equally as the editorial board (selection, possibility of attending editorial board meetings, right to advise on any aspect of the journal’s life), the advisory board has no voting power and serves only as a true scientific advisory body.
Editor-in-Chief

The editor-in-chief has a great operational power: he or she appoints the executive editors in the editorial office and decides upon the discontinuation of the term for inactive members of both the editorial board and advisory board. Editor-in-chief’s responsibility is to evaluate and decide on any written material submitted to and published in the journal. He or she also has a crucial role in making decisions on the journal’s policy, content, design, advertising material, finances, and other operational issues in the journal. The reason for such concentration of power in the editor-in-chief is clearly to define the person responsible, so that the responsibilities for the failures and problems can be easily recognized. Also, greater power enables the editor-in-chief to function more efficiently in everyday work. The power to evaluate and propose the termination of the term for the members of the editorial and advisory boards and executive editors is given to the editor-in-chief because he or she has the best insight into their work and activities regarding the journal (15). To be elected into the board is an honor, but it also implies some duties. In our experience, the more respected the board members are, the less they work, and the more difficult it is to replace them. In the past, we changed the composition of the editorial board quite often, which proved extremely useful: not only that new, younger, and more active members could be appointed without counterproductive enlargement of the boards, but also bitterness of the active members over the inactivity of other board members could be avoided.

The editor-in-chief and the editorial board have the most important roles in the journal: having elected the editor-in-chief, the editorial board is responsible for his or her work, and the editor-in-chief’s great power gives him or her full responsibility for the journal. This is the reason why the editorial board and editor-in-chief can be dismissed only together and only by the management board. This event is not expected to occur frequently, but it should take place automatically if the journal is excluded from any international bibliographic databases ensuring its international visibility.

The editor-in-chief and editorial board are not paid for their work, which additionally strengthens their editorial independence and excludes possible conflict of interest. Currently, the editors-in-chief take on this function in addition to their teaching and research obligations, for which they receive salary. Salary for editorial work is envisioned only if he or she becomes a full-time editor.

Editorial Office

Production of a good scientific journal requires a lot of work that can be done only by professional publishing people. The Croatian Ministry of Science and Technology generously provided support for the positions of Language and Production Editors on a permanent, full-time basis. With six issues published per year (more than 100 scientific articles), pre-review of articles (6,7), review process, which includes three extramural reviews and obligatory statistical review, and desk-top publishing done in the editorial office, the Language and Production editors are more than busy full time.

Following the experience of more prestigious journals (4,16), we had very positive experience with introducing research related to the journal into our everyday work (17). At the moment, we have two doctoral fellows working on different research projects funded by the Ministry of Science and Technology. Research activity serves as a continual quality assessment of the journal’s performance, promotes the journal internationally, attracts collaborators, and offers to the personnel an additional recognition, especially rewarding in the academic setting with low salaries. To emphasize the importance of research for the growth and development of the journal, the Agreement requires from the newly appointed editor-in-chief to submit a research proposal (with the CMJ as a research model) to the Croatian Ministry of Science within the first year of his or her editorship.

The editor-in-chief also proposes the appointment of executive editors from the members of the editorial board. The executive editors have specific tasks in the office (book reviews, journal columns, thematic issues, and research integrity) and collaborate closely with the editor-in-chief.

Sponsoring Organizations

The term sponsoring organizations we use here to describe all professional medical associations who would wish to have the CMJ as their official journal. So far, the usual practice in Croatia has been that a journal and an association make an agreement on this but without any mutual obligations. The result is that the sponsoring association neither uses the journal to promote its professional goals, nor it contributes to the journal financially or scientifically.

Our Agreement clearly defines the obligations and rights of both parties: while opened for all potential sponsoring associations, offering them a number of pages free of charge, the journal requires each association to have at least a hundred subscriptions at the production price. Such an investment will stimulate the sponsoring association to care and take active part in the journal’s development, whereas the journal obtains wider readership and scientific promotion. The two current sponsoring associations, the World Association of Croatian Physicians and Academy of Medical Sciences of Croatia, have enjoyed collaborating with the CMJ.

Publisher

Most journals in Croatia rely on the Croatian Ministry of Science to provide funds needed to cover the cost of publishing (journal setting, printing, and distribution). Both journals and publishers find such a system more than acceptable: if the money is short – blame the Ministry, if the journal is weak – blame the shortage of money; nobody really controls the real expenses. We opted for a different strategy: the publisher (a private enterprise) must earn enough not to lose money on printing and distribution of the CMJ. The main sources of profit for the publisher are subscriptions, advertisements, offprints, and selling copies of the journal. In this way, we want to stimulate...
Croatian publishers, who, although market-oriented, are still not accustomed to the business competition and mostly rely on state subsidies for publishing. We are aware that the CMJ will not easily become profitable, and the Agreement obliges the editorial board to cover half of the publisher’s losses. In case of any profit, it is shared equally between the publisher and the journal. The journal is required to spend this profit on educational and research activities.

Feedback Loops to Insure Journal’s Functioning

The organizational scheme of the CMJ contains several independent feedback loops as safeguards against any single factor or incident that could significantly disturb the functioning of the journal (Fig. 1).

Figure 1. Feedback security loops in the legal structure of the Croatian Medical Journal, which insure the functioning of the journal. The numbers by the arrows pointing to the Joint Management Board indicate the number of representatives from each medical school.

The first feedback loop is in the role of the management board: the four schools actually have to contribute directly to the journal. Financial investment in the journal stimulates responsible work and attention to all aspects of journal’s work. The management board is powerful and can dismiss the whole editorial board and the editor-in-chief before instituting new ones, but it cannot dismiss individual people involved in the production of the journal. This relationship between the management and editorial boards constitutes the second security feedback loop, because it allows the editorial board to work independently from the owners as long as the journal is successful.

The third feedback loop, that between the editor-in-chief and editorial board, is the key to effective functioning and prevention of individual antagonisms. The editor-in-chief has the power to evaluate the activity of individual board members and propose the termination of their office, but the editorial board can jointly dismiss the editor-in-chief. Since the management board should approve editorial board’s decision, the three loops are locked in one, and actually require concerted action from all involved parties.

It may seem that the relationship between the editor-in-chief and editorial board is a locked one, where both parties have the ability to fire each other. Actually, more power is given to the editor-in-chief because he or she is truly responsible for the journal – its success or failure. The editorial board serves as an oversight committee, which ensures that the journal lives and prospers.

The terms of the editor-in-chief and members of the editorial and advisory boards are limited to two years, but can be continually renewed. Although it is customary to determine a definite temporal office for board members, we have opted for continual extending of the term for several reasons. It would be difficult to find many new board members every two years, even from the international scientific community. Furthermore, the board would lose a lot if a creative and diligent person should leave because of time constraints of the membership office. We believe that the relationship between the editor-in-chief and editorial board is crucial for keeping and getting valuable board members – both the editor-in-chief and individual board members are evaluated every two years, thus discouraging “permanent” and “ultim”e” positions without contribution to the journal.

Feedback loops towards the sponsoring associations and the publisher also assure efficient functioning of the journal and offer novel ways of stimulating their active involvement in the journal’s work.

Conclusions and Recommendations

Building up on the experiences, problems, and solutions of much older and more prestigious journals (4,16), we have tried to provide a legal framework for a small, non-profitable journal. In a way, this is our contribution to the current activities on the adaptation of the Croatian legal system to the requirements of the European Union (14). We hope to simulate other journals from similar academic, scientific, and economic environments to analyze their legal position and the possibilities for improving journal operation (18). We advise them to think about three important points for running a journal in a small scientific community: first, the journal should have some financial independence; second, the publisher should be stimulated to make profit; and third, the financial burden should be distributed among all parties involved. Each involved party must contribute something (financially) to the journal – this stimulates responsible behavior and active involvement. Finally, small journals should pay special attention to research related to editorial and publishing issues because introduction of research into journal’s everyday work stimulates critical thinking, professional education, and development of the whole scientific and academic community.

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Agreement

Below is the translation of the Agreement on the governing of the Croatian Medical Journal, offered to the four medical schools in Croatia. It may not be written in a strict legal language, but we hope it translates the idea of the journal structure and function.

PREAMBLE

I. The Croatian Medical Journal (hereafter CMJ) is a scientific medical publication. The CMJ is open to authors all around the world, regardless of their origin, gender, and religious, political, or other convictions. The CMJ treats its authors in a helpful way, offering assistance and training in manuscript writing, as well as in their general scientific development.

II. The CMJ has the following aims:
1. To contribute to the medical knowledge and experience, especially to the presentation of the achievements of Croatian medicine.
2. To provide an expert but friendly environment where authors, especially those less skillful and established, are offered a chance to present their ideas, results, and experiences.
3. To promote evidence-based medicine, medicine as a science, importance of systematic research in medicine, methods of study design, and skills of interpretation and presentation of results, especially among medical students, young physicians, and small scientific communities.
4. To apply, teach, and promote responsible conduct of research.
5. To bring together Croatian physicians from abroad and in Croatia, serving as their official journal and factor of cooperation and bridging.

III. The purpose of this Agreement is to determine, standardize, and regulate the relationships and work of individuals and institutions involved in the production of the CMJ. The Agreement should support and stabilize the excellence and achievements of the CMJ and allow maintenance and growth of the system and environment, which will make the CMJ a stable, lasting, and independent institution.

IV. The founders and owners of the CMJ are the four Croatian medical schools – from the Universities of Zagreb, Rijeka, Split, and Osijek.

V. This Agreement aims to reconcile the noble idea of defining the CMJ as a non-profit cultural endeavor and the fact that the journal publishing demands work and finances. Therefore, in a doubtful situation, preference will be given to honesty and excellence over profit and personal advantage.

The CMJ realizes its revenues from the sale of journal copies and reprints of articles or other parts of the journals, as well as from electronic publications, subscriptions, advertisements, and educational or other intellectual services. The four Croatian medical schools as founders and owners of the CMJ support the Journal logistically, morally, and financially within their limits.

The Ministry of Science and Technology of the Republic of Croatia directly provides financial support for running of the CMJ’s Editorial Office, and provides salaries for full-time employees of the Journal and doctoral fellows.

On these premises, the Zagreb University School of Medicine, Šalata 3, Zagreb, represented by the Dean; the Rijeka University School of Medicine, Braće Branchetta 20, Rijeka, represented by the Dean; the Split University School of Medicine, Šoltanska 2, Split, represented by the Dean; and the Josip Juraj Strossmayer University School of Medicine, Josipa Hultera 4, Osijek, represented by the Dean (hereafter the Founders) make the following

AGREEMENT ON THE CROATIAN MEDICAL JOURNAL

1. GENERAL PROVISIONS

1.1. Parties to the agreement
1.1.1. The signers of this Agreement – Medical Schools at the Universities in Zagreb, Rijeka, Split, and Osijek – are the founders and owners of the CMJ, proportionally to their share in the structure of the Joint Management Board from this Agreement.
1.1.2. The Joint Management Board must make a consensus decision on any new owner of the CMJ.
1.1.3. Decision about the acceptance of a new owner becomes valid after being confirmed by the Scientific Councils of the Medical Schools from Section 1.1.1.
1.1.4. By signing this Agreement, a new owner acquires all the rights and responsibilities defined in the Agreement.
1.2. Aims of Agreement
1.2.1. The Agreement establishes the basic management rules for the CMJ, its work, and structure.
1.2.2. If the Agreement does not provide for a newly established situation or fact, the Founders agree to regulate such an issue by a separate agreement, which then becomes a part of the initial Agreement.
1.3. Seat of the CMJ
1.3.1. The seat of the CMJ is at the Zagreb University School of Medicine, Šalata 3, Zagreb.
1.4. Financial support
1.4.1. The Founders acquire current ownership of the CMJ with the following financial responsibilities:
   – Zagreb University School of Medicine will take on all costs of the premises and daily functioning of the Editorial Office, including mail and telephone expenses, and salaries of the Language and Technical Editors;
   – Rijeka University School of Medicine will provide extra 50% of the net salary to the Language Editor;
   – Josip Juraj Strossmayer University School of Medicine from Osijek will provide extra 50% of the salary to the Technical Editor; and
   – Split University School of Medicine will bear all running costs of the CMJ’s electronic edition, to the level of yearly contributions of the Osijek School of Medicine.
1.5. Annual financial statement
1.5.1.
At the end of each fiscal year, the owners determine the income and costs of journal production, and make an annual financial report.
1.5.2.
If the annual financial report establishes a deviation from the set fractions of contributions from the Schools, the owners will settle the difference according to their contribution to the Joint Management Board.
1.5.3.
In case of a change in fiscal policy of the Ministry of Science and Technology towards universities, the owners of the CMJ are obliged to secure the funds for the salaries of the CMJ employees according to Section 1.1.1.

1.6. Administrative and advisory bodies
1.6.1.
CMJ is managed, produced, and supported by Joint Management Board, Advisory Board, Editorial Board, Editorial Office, Publisher, and Sponsoring Organizations.
1.7. Structure of administrative bodies
1.7.1.
The Joint Management Board is constituted from the representatives of the owners.
1.7.2.
The Advisory Board consists of the delegates of the Sponsoring Organizations and outstanding scientists.
1.7.3.
The Editorial Board includes its members and the Editorial Office.
1.7.4.
The Editorial Office consists of the Editor-in-Chief, journal employees, and doctoral fellow.

2. JOINT MANAGEMENT BOARD
2.1. Structure of the Joint Management Board
2.1.1.
The Joint Management Board is the representative of the Founders/Owners, which manages the journal.
2.1.2.
The Joint Management Board consists of the following members:
– four members from the Zagreb University School of Medicine;
– two members from the Rijeka University School of Medicine;
– one member from the Split University School of Medicine;
and
– one member from the J. J. Strossmayer University School of Medicine.
2.2. Appointment of the Joint Management Board
2.2.1.
Members of the Joint Management Board are delegated by the owner’s Scientific Councils, after the proposal of the School’s Dean. The appointment of the Joint Management Board lasts for five years.
2.2.2.
The decision on the members and their post on the Joint Management Board is an independent decision of each School’s Council.
2.3. Release of appointment
2.3.1.
The Editorial Board and/or the Editor-in-Chief have the right to propose to the School’s Dean termination of appointment for a member of the Joint Management Board if his or her inactivity or other actions obstruct or disturb the work of the Joint Management Board and thus bring harm to the CMJ.

2.3.2.
Decision on the appointment or release is the duty of the School’s Scientific Council.
Proposal to the Dean from Section 2.3.1. must be in a written form and must provide detailed evidence for the proposal.
2.3.3.
If the School’s Scientific Council accepts the Dean’s suggestion and releases a Board member, it should appoint the replacement for the released member for duration of the existing post on the Joint Management Board.

2.4. Chair of the Joint Management Board
2.4.1.
The Joint Management Board elects the Chair from among its members. The responsibilities of the Chair are to convene meetings of the Board, and coordinate its work with the owners’ institutions, Editor-in-Chief, Editorial Board, and other parties involved in the journal.
2.5. Rules of procedure
2.5.1.
The Joint Management Board should inaugurate the rules of procedure for its work at the first meeting.
2.6. Conferences and meetings
2.6.1.
The Joint Management Board meets at least once a year.
2.6.2.
To ensure collective discussion about issues, the meetings of the Joint Management Board can be organized together with the meetings of the Editorial Board (hereafter “joint meeting”).
2.6.3.
During a joint meeting, the decisions requiring voting according to the Agreement are made separately for each Board.
2.7. Decisions and rulings
2.7.1.
Decisions and rulings at the meeting of the Joint Management Board require the presence of the majority of its members.
2.7.2.
The Joint Management Board makes the decision by the absolute majority vote, unless otherwise specified by this Agreement.

2.8. Duties
2.8.1.
The Joint Management Board must:
– ensure the development and promotion of the CMJ;
– ensure conditions for journal production, especially material, technical, and space requirements of the Editorial Office;
– coordinate and regulate the tasks of the owners and other bodies of the CMJ, as defined by this Agreement.
2.9. Decisions on editorial requests
2.9.1.
The Joint Management Board must reply to any written enquiry, question, or any written request from the Editorial Board and/or Editor-in-Chief within 30 days of receipt.
2.9.2.
In case the Editorial Board or the Editor-in-Chief do not receive a written answer to the request described in Section 2.9.1., they are free to act according to their independent judgment and decision.

2.10. Right of proposal
2.10.1.
The Joint Management Board can propose to the Editorial Board to:
– terminate the office of the Editor-in-Chief and members of the Editorial Board;
- terminate the office of the members of the Advisory Board;
- terminate the contract with sponsoring organizations, under previously agreed conditions;
- make a contract with a new sponsoring organization;
- terminate the contract with the publisher; and
- make a contract with a new publisher.

2.11. Decision on proposals
2.11.1.
The proposal of the Joint Management Board is considered by the Editorial Board, which makes a decision by the majority of votes of all members.
2.11.2.
The decision from article 2.11.1. must be supported by facts and in writing, and must be sent to the Joint Managing Board without delay.
2.12. Rejection of proposal
2.12.1.
If the Joint Management Board does not accept a well-supported Editorial Board’s decision on the rejection of proposal, or does not accept the proposal of the Editorial Board for the procedure to resolve the issue(s) raised in the proposal, the Joint Management Board has the right to release the Editorial Board.

3. ADVISORY BOARD
3.1. Members of the Advisory Board
3.1.1.
Members of the Advisory Board are appointed by the Editorial Board.
3.1.2.
The Sponsoring Organizations appoint one member each to the Advisory Board.
3.2. Communication with other journal bodies
3.2.1.
Each member of the Advisory Board is authorized and obliged to give written comments and suggestions (further: comments) on the journal and its work. The comments can be sent to the Joint Management Board, Editor-in-Chief, or Editorial Board.
3.2.2.
After the receipt of such a written comment, the Joint Management Board or Editorial Board should send it to the Editor-in-Chief, who is obliged to convene a meeting of the Editorial Board without delay and discuss the comment.
3.2.3.
The written comment of the Advisory Board member should be discussed within 30 days of receipt by the Editor-in-Chief, who then has to write back to the Advisory Board Member within 15 days after the meeting and discussion of the comment, and inform the member about the result of the discussion and actions taken.
3.3. Participation in the work of the Editorial Board
3.3.1.
Each member of the Advisory Board has a right to participate and take active part in the meetings of the Editorial Board, but without voting power.
3.4. Responsibilities
3.4.1.
Each member of the Advisory Board is expected:
- to make at least two peer-reviews of the articles submitted to the CMJ each year, according to the request and deadlines set by the Editor-in-Chief;
- to use CMJ articles in their research when possible;
- solicit articles for the CMJ from their colleagues, and exchange the CMJ for other journals;
- to have their own copies of the CMJ in the institution’s library, and ask the library to include the CMJ in its list of available journals.

3.5. Penalties
3.5.1.
A member of the Advisory Board who does not make or is late in making a peer review, should be reproved by the Editor-in-Chief before any action is taken.
3.5.2.
The reproof from Section 3.5.1. must be given in writing, with a brief explanation.
3.6. Termination of the appointment to the Advisory Board
3.6.1.
The Editor-in-Chief has to submit a report on the activities of the Advisory Board members to the Editorial Board every two years, and ask for the continuation of their term or termination of appointment.
3.6.2.
The Editorial Board approves the continuation of the term for Advisory Board member by the absolute majority of votes.
3.6.3.
The Editorial Board makes a vote about the termination of appointment of the Advisory Board member by the absolute majority of votes, and proposes a new member.
3.6.4.
In case of termination of appointment of the Advisory Board member from the sponsoring organizations, the Editorial Board sends a written explanation for the membership termination to the sponsoring organization and asks it to delegate a new member.

3.7. Benefits
3.7.1.
Each member of the Advisory Board is entitled to a free subscription to the CMJ.
3.8. Collective dissolution of the Advisory Board
3.8.1.
Collective dissolution of the Advisory Board occurs when the whole Editorial Board is dissolved.

4. EDITORIAL BOARD
4.1. Founding the Editorial Board
4.1.1.
In case the whole Editorial Board is dismissed, a new one is composed of the members from the owner’s institutions.
4.1.2.
The founding Editorial Board includes four members from Zagreb, two members from Rijeka, one from Osijek, and one from Split University (total 8 members).
4.2. Appointment of members to the founding Editorial Board
4.2.1.
Joint Management Board appoints the members of the founding Editorial Board.
4.3. Voting procedure for the founding Editorial Board
4.3.1.
Joint Management Board makes the decision on Editorial Board members by secret ballot and majority vote.
4.3.2.
If the candidate does not get sufficient number of votes, another candidate is elected from the respective School, according to Sections 4.2.1. and 4.3.1. of this Agreement.
4.4. Election of members to the functional Editorial Board
4.4.1.
Other members of the Editorial Board can be proposed by the Editorial Board, Joint Management Board, Advisory Board, and Editor-in-Chief.
4.4.2. The members are elected by secret majority vote of all Editorial Board members. The term of Editorial Board members is for two years and is renewable.

4.4.3. Every two years of their membership, the Editor-in-Chief reports on the activities of individual Editorial Board members and recommends the extension of the term or replacement by a new person.

4.5. Responsibilities

4.5.1. Members of the Editorial Board are responsible for their work to the Editor-in-Chief.

4.6. Editorial Board meetings

4.6.1. Editorial Board meetings are convened by the Editor-in-Chief, at least two times a year.

4.6.2. Editor-in-Chief must invite all members of the Editorial and Advisory Boards to the meeting.

4.7. Financial compensation

4.7.1. Members of the Editorial Board do not receive any financial compensation for their service on the Board.

4.8. Benefits

4.8.1. Each member of the Editorial Board receives a free subscription to the journal.

4.9. Editorial Board independence

4.9.1. The Editorial Board has full independence to edit and produce the CMJ as defined in this Agreement.

4.10. Evaluation of Editorial Board work

4.10.1. The major criterion for the successful work of the Editorial Board is the presence of the CMJ in bibliographic databases (Current Contents/Clinical Medicine, MEDLINE, and Science Citation Index-Extended) and its visibility to the international scientific community.

4.11. Evaluation of Editorial Board members

4.11.1. The criteria for the successful work of individual Editorial Board members are their activity and results, as evaluated by the Editor-in-Chief.

4.12. Responsibility of the Editorial Board

4.12.1. The Editorial Board as a whole is responsible for its work and results to the Joint Management Board, as defined by this Agreement.

4.13. Dismissal of the Editorial Board

4.13.1. The Joint Management Board can dismiss the whole Editorial Board.

4.13.2. The decision on the Editorial Board dismissal must be in accordance to Section 2.7.2. of this Agreement.

4.13.3. The decision about the dismissal enters into force after the confirmation by the Scientific Councils of the owner’s institutions.


4.14.1. If the CMJ indexing is discontinued in any of the major bibliographic databases (MEDLINE, Current Contents, SCI-extended as of 2003), the Joint Management Board must dismiss the whole Editorial Board and elect a new Board.

4.15. Dismissal of the Editorial Board

4.15.1. Except for reasons in Section 4.14.1. of this Agreement, the Editorial Board can be dismissed for other reasons, following a written and supported by facts proposal from one or more Founders.

4.16. Dismissal of Editorial Board members

4.16.1. The decision of the Joint Management Board on the dismissal of the Editorial Board includes all members of the Board.

4.16.2. After the decision on the Editorial Board dismissal, none of the dismissed Editorial Board members can be re-elected to the new Board.

4.17. Exceptions

4.17.1. The dismissal of the Editorial Board does not include the staff of the Editorial Office.

5. EDITOR-IN-CHIEF

5.1. Election

5.1.1. The Editorial Board elects Editor-in-Chief by secret vote of two-third majority of all members.

5.1.2. Within the first year of his or her office, the Editor-in-Chief must apply for a research grant on editorial or educational issues related to the CMJ from the Ministry of Science and Technology.

5.2. Term of the office

5.2.1. The Editor-in-Chief must submit a report on his or her activities to the Editorial Board every two years, a year later than his or her report on individual Editorial Board members.

5.2.2. The Editorial Board has the power to accept or reject the report of the Editor-in-Chief.

5.2.3. In case where the Editorial Board rejects the report of the Editor-in-Chief, it has the power to dismiss him or her by the two-third majority vote of all Editorial Board members.

5.2.4. The decision about the dismissal of the Editor-in-Chief must be confirmed by the Joint Management Board, which has to reach a consensus of all its members on the decision.

5.2.5. In case where the Editor-in-Chief wants to terminate his or her office at the journals, he or she must submit the resignation in a written form to the Editorial Board, which automatically accepts it.

5.3. Responsibilities of the Editor-in-Chief

5.3.1. The primary responsibility of the Editor-in-Chief is for the evaluation and decision on everything submitted for publication in the journal and for the published content of the journal.

5.3.2. The Editor-in-Chief has all responsibilities and rights as a member of the Editorial Board.

5.3.3. In addition to the responsibilities from Sections 5.3.1. and 5.3.2., the Editor-in-Chief has the following responsibilities:

- to make the final decision about the organization and management of the CMJ;
- to organize and monitor the work of journal editorial staff;
7.3.1. Responsibility

The Employees of the CMJ are responsible for their work to the Editor-in-Chief. As they are also employees of the Zagreb University School of Medicine, the Editor-in-Chief reports on their work to the School’s Dean.

7.4. Responsibilities

7.4.1. In addition to their professional duties, the Employees must attend Editorial Board meetings and actively participate in the work of the Editorial Board.

7.4.2. The Employees do not have a voting power in the Editorial Board.

7.5. Financial compensation

7.5.1. Financial resources for the salaries of the Employees are the responsibility of the Zagreb University School of Medicine, realized through the Ministry of Science and Technology and as described in Section 1.4.1.

8. PUBLISHER

8.1. Contract with the Publisher

8.1.1. Publishing and printing of the CMJ is regulated by a separate contract with the Publisher (the Publishing Contract).

8.2. Choice of the Publisher

8.2.1. The Editorial Board proposes the Publisher to the Joint Management Board, according to the legal regulations.

8.2.2. The Editorial Board is obliged to outline the basic conditions of contractual relation with the publisher in its proposal to the Joint Management Board.

8.3. Publishing Contract

8.3.1. The Editor-in-Chief makes final negotiations and finalizes the contract with the Publisher.

8.3.2. The Publishing Contract is signed by the Chair of the Joint Management Board, after the confirmation of the Schools’ Deans.

8.4. Basic conditions of the Publishing Contract

8.4.1. The Publishing Contract should contain the following basic premises:

– the Editor-in-Chief must submit the material for the journal printing at least 15 days before the official publication time of the issue;

– the Publisher must finish the printing of the CMJ within 15 days after the receipt of the material;

– the Publisher bears all printing and distribution expenses;

– the Publisher takes care of the advertisements, subscription to, and marketing of the journal;

– the Publisher must deliver free copies of each CMJ issue to the Editor-in-Chief for the following purposes:
  – copies for the members of the Joint Management, Editorial and Advisory Board;
  – copies for the exchange of the journal via libraries at the owner institutions;
  – copies that are donated to institutions around the world, according to the decision of the Editor-in-Chief; and
  – 50 copies for promotional activities of the CMJ.

8.4.2. The net revenue (after covering the costs of printing and distribution) are divided equally between the CMJ and Publisher.

8.4.3. Any net losses are also shared by the CMJ and Publisher in equal parts.

8.4.4. The Publisher is entitled:

– to independently manage the subscriptions and sale of the journal and reprints;
– to manage advertisements in the journal, after approval by the Editor-in-Chief;
– to use the name of the CMJ for advertising purposes, after the approval of the Editor-in-Chief;
– to delegate a representative to the Editorial Board meetings, without voting power; and
– to advertise its own publications in the CMJ, after approval by the Editor-in-Chief.

9. SPONSORING ORGANIZATIONS

9.1. Definition

9.1.1. Sponsoring Organization of the CMJ may be any professional or scientific society or association wishing to have the CMJ as its official journal.

9.1.2. Such organizations should submit a written request to be a Sponsoring Organization to the Editor-in-Chief.

9.2. Choice of Sponsoring Organizations

9.2.1. The Editor-in-Chief makes a report to the Editorial Board, which has to vote by a two-thirds majority vote of all its members.

9.2.2. The choice of the Sponsoring Organization must be confirmed by the Joint Management Board, again by a two-thirds majority vote of all its members.

9.3. Contract with the Sponsoring Organization

9.3.1. The contract with the Sponsoring Organization is negotiated by the Editor-in-Chief.

9.3.2. The Editorial Board gives final approval of the contract by the majority vote of present members.

9.3.3. After the Board approves it, the contract with a Sponsoring Organization is signed by the Editor-in-Chief.

9.4. Privileges

9.4.1. The Sponsoring Organization is entitled:
– to delegate a member to the Advisory Board;
– to a production price of the journal for 100 subscriptions for its members;
– to two black-and-white half-page announcements in each journal issue;
– to one full page of the journal for the report from the Organization.

9.5. Responsibilities

9.5.1. The Sponsoring Organization must name the CMJ in its official documents.

9.5.2. The Sponsoring Organization must purchase at least 100 subscriptions per year. The price of the first 100 subscription is at the production cost; the price for more than 100 subscriptions is directly negotiated with the Publisher.

10. DISSOLUTION OF THE AGREEMENT

10.1. Withdrawal of an Owner

10.1.1. The Owners of the journal are entitled to withdraw from this Agreement and waive ownership privileges at any time.

10.1.2. Withdrawal of the Owner is effective when it fulfills all obligations for the current year, according to this Agreement.

10.2. Withdrawal of the Sponsoring Organization

10.2.1. A Sponsoring Organization can withdraw from all obligations and rights in this Agreement.

10.2.2. Written expression of will to withdraw as a Sponsoring Organization presumes immediate cessation of agreement from Section 9.3.

10.2.3. Withdrawal of the Sponsoring Organization becomes effective when it fulfills all obligations for the current year, according to this Agreement.

10.3. Termination of the Publishing Contract

10.3.1. Conditions for the termination of the contract with the Publisher are defined by the Publishing Contract.

11. VALIDATION OF THE AGREEMENT

11.1. Signing of the Agreement

11.1.1. This Agreement becomes operational and binding when all Founders approve it by their signatures.

11.1.2. If the Founders do not sign the Agreement simultaneously (on the same day), the day when the Agreement becomes valid is the day of the last signature.

12. TRANSITIONAL AND FINAL PROVISIONS

12.1. The Agreement recognizes the present Editors-in-Chief, members of the Editorial Office, Editorial and Advisory Boards, Sponsoring Institutions, and the Publisher.

12.2. The Agreement requires making a contract, according to the regulations of the Agreement, with the current publisher of the journal, Medicinska Naklada from Zagreb, Croatia.

12.3. The Agreement requires making a contract, according to the regulations of the Agreement with Sponsoring Organizations, Croatian Academy of Medical Sciences and World Association of Croatian Physicians.

12.4. Misunderstandings and disputes

12.4.1. All possible misunderstandings and disputes will be solved peacefully by the participants of this Agreement.

12.5. Arbitration

12.5.1. In case of any unresolved dispute, the Joint Management Board will seek independent arbitration from Arbitration Committee.

12.6. Arbitration Committee

12.6.1. Members of the Arbitration Committee are appointed by the owners, Editorial and Advisory Boards, and Editor-in-Chief; each body appoints one member to the Committee.

12.6.2. The Chair of the Arbitration Committee is elected among and by its members.

12.7. Appointment deadline

12.7.1. The members of the Arbitration Committee must be appointed within 30 (thirty) days from the mutual agreement on the inability to settle the dispute.

12.8. Arbitration
The Arbitration Committee makes a decision by the majority vote of all its members.

The seat of the Arbitration Committee is in Zagreb, at the Zagreb University School of Medicine.

The arbitration of the dispute should be performed according to the relevant rules used in the legal system of the Republic of Croatia.

The Chair of the Arbitration Committee is authorized to ask expert opinion from independent professionals in the course of arbitration.

Decision of the Arbitration Committee is final and binding for all participants of this Agreement, who give up any right to appeal.

Participants of this Agreement will execute the final decision of the Arbitration Committee in the period determined by the Committee.

This Agreement has the legal nature of a contract, but participants agree to interpret the provisions of the Agreement about the working, professional, and other commitments to the CMJ in the spirit of good editorial and publishing practice.

References