

Agreement on the Governance of the *Croatian Medical Journal* – proposal for change by the Zagreb University School of Medicine

(Changes: deletions are marked in ~~bold and strikethrough~~, and additions in **bold and underlined**)

PREAMBLE

I.

The *Croatian Medical Journal* (hereafter *CMJ*) is a scientific medical publication. The journal is published in English language and open to all medical and health-related topics, ensuring the scientific basis, form, and message of the published articles.

The *CMJ* functions in the framework of the evidence-based medicine, and promotes it actively. 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 them assistance and training in manuscript writing and 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 **and** 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~~ **scientific** endeavor with the fact that the journal publishing demands work and finances.

Therefore, in a doubtful situation, preference will be given to **scientific and academic** 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 Prof. Boris Labar;

the Rijeka University School of Medicine, Braće Branchetta 20, Rijeka, represented by the Dean Prof. Miljenko Kapovic;

the Split University School of Medicine, Šoltanska 2, Split, represented by the Dean Prof. Mladen Boban; and

the Josip Juraj Strossmayer University School of Medicine, Josipa Huttlera 4, Osijek, represented by the Dean Prof. Krešimir Glavina (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 founders or owners of the *CMJ*.~~

The heads of the founding and owning institutions of the *CMJ* must reach a consensus decision on any new founders or owners 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.

The seat of the *CMJ* Editorial Office is at one of the owner's institutions, where the Editor in Chief is employed.

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.~~

The heads of the founding and owning institutions of the *CMJ* decide, acceding to the proposal of the Management Board at the beginning of each academic year, on the budget of the *CMJ* for the next calendar year and the contributions of each of the founders to the *CMJ*'s budget.

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.

The *CMJ* is managed and produced by, ~~and supported by:~~

1. Heads of the founding and owning institutions

~~12.~~ Joint Management Board,

~~23.~~ Advisory Board,

~~34.~~ Editorial Board,

~~45.~~ Editorial Office,

~~56.~~ Publisher, and

~~67.~~ Sponsoring Organizations.

1.7. Structure of administrative bodies

1.7.1.

~~The Joint Management Board is constituted from the representatives of the owners.~~

The owners and founders are represented by the deans.

1.7.2.

The Joint Management Board is composed of the representatives of the owners, with the representatives being elected by the School's Council, upon the suggestion of the dean.

1.7.2.3.

The Advisory Board consists of the representatives of the Sponsoring Organizations ~~and outstanding scientists, heads of the founding and owning institutions, and Editorial Board.~~

1.7.3.4.

The Editorial Board consists of the Editor in Chief and members ~~of the Editorial Board and the Editorial Office.~~

1.7.4.5.

The Editorial Office consists of the Editor-in-Chief and journal employees, ~~and doctoral fellow.~~

1.7.5.6.

The Publisher at the time of this Agreement is “Medicinska naklada” from Zagreb.

1.7.6.7.

The Sponsoring Organizations at the time of this Agreement are as follows: World Association of Croatian Physicians (WACP), Academy of Medical Sciences of Croatia, and International Society for Applied Biological Sciences (ISABS).

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 School's Councils, upon the proposition of the School's Dean. The appointment of the Joint Management Board lasts for ~~five~~ two 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, on behalf of the Editorial Board, has the right to propose to the School's Dean termination of appointment of 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.~~

The Dean proposes to the School’s Council the release of a member of the Joint Management Board from his or her appointment, either on his or her own initiative or the initiative of the Editorial Board.

The final decision on the release of a member of the Joint Management Board from his or her appointment is made by the respective School’s Council.

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 the remaining duration of the term 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 **Deans**, Editorial Board, and/or Editor-in-Chief within 30 days of receipt.
2.9.2.

In case the **Deans**, 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~~ Rights of the Joint Management Board

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.~~**

The Joint Management Board has the right:

- to suggest to the heads of the institutions that founded and own the *CMJ* to terminate the office of the Editor in Chief and members of the Editorial Board,
- to suggest the termination of the members of the Advisory Board,
- to make a contract with the new Sponsoring Organization,
- to terminate the contract with the Sponsoring Organization, under the provision of the contract,
- to make a contract with the publisher, and
- to terminate the contract with the 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 Joint Management Board**.

3.1.2.

~~The Sponsoring Organizations appoint one member each to the Advisory Board.~~

The members of the Advisory Board are recommended by the Sponsoring Organizations, heads of the owning and founding institutions, and the Editorial Board.

3.2. Communication with other journal bodies

3.2.1.

Each member of the Advisory Board is authorized and obligated to give written comments and suggestions (further: comments) on the journal and its work. The comments can be sent to the **founders**, 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.~~

~~3.2.3.2.~~

~~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.~~

The written comments and suggestions of a member of the Advisory Board to the bodies from paragraph 3.2.1. of this Section have to be discussed within 30 (thirty) days from the day of the receipt, and the results and possible measures related to the proposal have to be reported to the sender of the comment within the next 15 (fifteen) days.

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* among their colleagues, and exchange the *CMJ* for other journals;~~
- ~~— to give own copies of the *CMJ* to the institution's library, and ask the library to include the *CMJ* in its list of available journals.~~
- to procure articles for the *CMJ* in his or her community and to continually work on establishing the exchange of the *CMJ* with other 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 for 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~~ upon the decision of the Joint Management Board.

4. EDITORIAL BOARD

4.1. 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).~~

The Editorial Board is composed of the Editor in Chief, elected from among the applicants for the advertised position as defined in paragraph 5.1.1. of this Agreement, four members from Zagreb, two members from Rijeka, one member from Split, and one from Osijek (total 9 members). The members of the Editorial Board are elected from among the employees of the owners and founders of *CMJ*.

4.2. Appointment of members to the Editorial Board

4.2.1.

~~Joint Management Board appoints the members of the founding Editorial Board.~~

The members of the Editorial Board are proposed by the Editor in Chief, with due care to even distribution of research fields, and appointed by the heads of the owning and founding institutions.

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** Appointment of members to the 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.~~

4.4.2.1.

The members are ~~elected by secret majority vote of all Editorial Board members~~ **appointed for a term of two years, by majority vote of the heads of the *CMJ* founding and owning institutions.** ~~The term of Editorial Board members is for two years and is renewable~~ **A member of the Editorial Board can be reappointed.**

4.5. Responsibilities

4.5.1.

Members of the Editorial Board are responsible for their work and report to the ~~Editor-in-Chief~~ **Joint Management Board and the heads of the *CMJ* founding and owning institutions.**

4.6. Editorial Board meetings

4.6.1.

Editorial Board meetings are ~~convened by the Editor-in-Chief, at least two times a year~~ **convened during the preparation of each journal issue and the Editorial Board participates in the approval of the content of the issue.**

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~~ **Joint Management Board upon the proposal of the Editor in Chief.**

4.12. Responsibility of the Editorial Board

4.12.1.

The Editorial Board is responsible for its work and results to the **Joint Management Board heads of the CMJ founding and owning institutions**, as defined by this Agreement.

4.13. Dismissal of the Editorial Board

4.13.1.

The **Joint Management Board heads of the CMJ founding and owning institutions** can dismiss the entire Editorial Board.

4.13.2.

The decision on the Editorial Board dismissal must be in accordance with paragraph **2.7.2. 4.2.2.** 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. Compulsory dismissal of the Editorial Board

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 heads of the CMJ founding and owning institutions** must dismiss the entire Editorial Board ~~and elect a new Board.~~ **At the time of dismissal, the heads of the CMJ founding and owning institutions make the decision on the appointment of new members of the Editorial 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 proposal supported by facts from one or more Founders.

4.16. Dismissal of Editorial Board members

4.16.1.

The decision of the ~~Joint Management Board~~ **heads of CMJ founding and owning institutions** on the dismissal of the Editorial Board applies to 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.~~

The heads of the CMJ founding and owning institutions elect the Editor in Chief for a two-year term from among the applicants for the position, upon the announcement of position availability in the Official Gazette of the Republic of Croatia, on the web pages of the owning and founding institutions, and the web pages of the CMJ.

5.1.2.

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

The Editor in Chief must:

–hold an MD degree,

– hold a research-teaching position and is employed at one of the *CMJ* founding and owning institutions, in the research field of Biomedicine and Health,

– have published research articles from the research field in which he or she was elected for the research-teaching position; the articles should have a scientific impact, with a special emphasis on the international affirmation and recognition of the work, or its importance within the national research framework,

– have administrative skills,

– have experience in leading and publishing,

–not have been criminally charged by the Republic of Croatia and has not committed a criminal act against the sexual freedom or a criminal act of abuse, criminal act against family obligations, criminal act of child harassment or other criminal acts of bodily harm to a child or underage person,

– not have received a penalty for breaching ethical principles or disciplinary work obligations.

5.2. Termination 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~~ **submit a report on the work and finances of the *CMJ* to the Joint Management Board and heads of the *CMJ* founding and owning institutions.**

5.2.2.

The ~~Editorial Board~~ **Joint Management Board and the heads of the *CMJ* founding and owning institutions** can accept or reject the report of the Editor-in-Chief.

5.2.3.

In case if ~~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~~ **the Joint Management Board and heads of the *CMJ* founding and owning institutions reject the report of the Editor in Chief, the heads of the *CMJ* founding and owning institutions have the power to dismiss the Editor in Chief.**

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.~~ **The mandate of the Editor in Chief expires with the term of his or her appointment. The same person may be reappointed to the position of the Editor in Chief according to the procedure defined in Section 5.1.1.**

5.2.5.

The Editor in Chief may resign by submitting the resignation in writing to the ~~Editorial Board~~ **heads of the *CMJ* founding and owning institutions.**

~~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 Editor-in-Chief is primarily responsible for the evaluation and decision on everything submitted for publication in the **journal *CMJ*** and its published content ~~of the journal~~.
The Editor in Chief makes the decision on the publication of articles primarily on the basis of positive opinion of the reviewers.

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;
- to give final approval for all advertising material in the journal;
- and
- to provide mentorship for research fellows.

5.3.4.

The Editor-in-Chief has to submit a report to the ~~Editorial Board~~ **Joint Management Board and the heads of the *CMJ* founding and owning institutions** on the activities of its members every two years of their term, and suggest extension or termination of the term and possible replacement.

5.4. Representation of the journal

5.4.1.

The Editor-in-Chief **independently** represents the *CMJ* **in matters of editorial policy**.

5.4.2.

The Editor-in-Chief signs all documents on behalf of the Editorial Board.

5.5. Presentation

5.5.1.

The Editor-in-Chief is the official representative of the *CMJ* and acts in the interests of the journal according to the aims in the preamble to this Agreement.

5.6. Reimbursement

~~5.6.1. The reimbursement for the work of the Editor in Chief is discussed by the Joint Management Board only in case when the Editor in Chief is employed solely for the work in the journal.~~

~~5.6.2. When the Editor in Chief is the employee of a Medical School, the Joint Management Board can propose to the respective dean a decrease in teaching obligation up to 50% for the Editor in Chief.~~

The Joint Management Board may suggest to the head of the *CMJ* founding and owning institution where the Editor in Chief is employed to reduce the teaching obligations of the Editor in Chief up to 50%.

6. EXECUTIVE EDITORS

6.1. Appointment

6.1.1.

Executive Editors are members of the Editorial Board delegated to perform specific functions in the journal.

6.1.2.

Executive Editors are appointed by the Editorial Board, after the proposal from the Editor-in-Chief.

6.2. Responsibility

6.2.1.

Executive Editors are fully responsible for their work and report to the Editor-in-Chief.

6.3. Term in office

6.3.1.

The term in office for Executive Editors is two years.

6.3.2.

Every two years Executive Editors have to submit a report to the Editor-in-Chief, who includes it in his or her report to the Editorial Board on its members.

6.3.3.

Depending on the report from the Editor-in-Chief, the Editorial Board approves the continuation or termination of the appointment of the Executive Editor and appoints the new one, after proposal from the Editor-in-Chief.

7. EMPLOYEES

7.1. Definition

7.1.1.

Employees of the *CMJ* are the Language Editor, Technical Editor, and any other professional directly employed by the journal. ~~The Editorial Office also includes research fellows, supported by the Ministry of Science through the research project of the Editor-in-Chief.~~

7.2. Status

7.2.1.

The Employees report directly 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 Dean of the Zagreb University School of Medicine~~ head of the institution and has the right to propose actions related to their employment.

~~7.3. Responsibility~~

~~7.3.1.~~

~~The Employees of the *CMJ* are responsible for their work to the 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 the power of vote 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~~ *CMJ* founding and owning institution where they work.

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 (fifteen) days before the official publication time of the issue;
- the Publisher must finish the printing of the *CMJ* within 15 (fifteen) 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 (fifty) copies for promotional activities of the *CMJ*.

8.4.2.

The net revenue (after covering the cost 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 Joint Management Board**.

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-third majority vote of all its members.~~

The heads of the *CMJ* founding and owning institutions, the Joint Management Board, and the Editor in Chief have the right to propose a new Sponsoring Organization.

9.2.2.

The choice of the Sponsoring Organization must be confirmed by the Joint Management Board, again by a two-third 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 Chair of the Joint Management Board**.

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 (hundred) 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* as its **official sponsored** publication in its **official relevant** 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 the Owner 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 the Sponsoring Organization 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 Agreement becomes valid on the day of the last signature.

12. TRANSITIONAL AND FINAL PROVISIONS

12.1.

~~The Agreement recognizes the present Editor in Chief, members of the Editorial Office, Editorial and Advisory Boards, Sponsoring Institutions, and the Publisher.~~

~~The bodies of the Journal will be structured according to the provisions of this Agreement within 6 months after signing of the Agreement.~~

The founders and owners of the CMJ, immediately upon signing this Appendix II to the Agreement on the CMJ (further: Appendix), will announce the availability of the Editor in Chief position in the Official Gazette of the Republic of Croatia, on the web pages of the institutions, and the web pages of the CMJ, according to the provisions of this Appendix.

Within 30 days from the appointment of the Editor in Chief, a procedure for the appointment of the Editorial and Advisory Boards will be initiated, according to the provisions of this Appendix.

Within 30 days from the appointment of the Editorial Board, the Editorial Board will appoint the Executive Editors upon the proposal of the Editor in Chief.

The chair of the Joint Management Board will continue with the work until the termination of the office.

Until the election of the Editor in Chief and appointment of the Advisory Board according to the provisions of this Appendix, the current Editor in Chief and the Advisory Board continue in their terms.

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 parties to this Agreement.

If the parties to this Agreement cannot amicably solve misunderstandings and disputes, these will be solved by the rectors of the Universities to which the *CMJ* founding and owning institution belong.

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

12.8.1.

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

12.9. Country of arbitration

12.9.1.

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

12.10. Procedure of arbitration

12.10.1.

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

12.11. Expert assistance

12.11.1.

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

12.12. Arbitrative decision

12.12.1.

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

12.12.2.

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

13. INTERPRETATION OF THE AGREEMENT

13.1. Legal provisions

13.1.1.

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