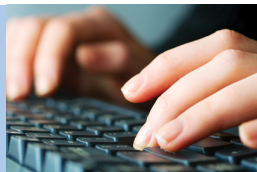


Annals of Surgery



Authorship Responsibility, Disclosure, and Copyright Transfer

Manuscript Title

including all accompanying digital supplementary content, if any (the "Work")

Author Intraoperative Bile Spillage as a Risk Factor for Surgical Site Infection - A Propensity Score Matched NSQIP Analysis

**Are you the
corresponding Author?**

☒ **Yes**
☐ **No**

Corresponding Author's Name

Dylan Russell

Mailing Address 2015 Ala Wai Blvd. #6C Honolulu, HI 96815

Telephone 703-772-7996

Fax Number

Email Address dyl.russell@gmail.com

Instructions

Each author must read and provide the information requested in the form, and sign the following statements; this document must be distributed and completed by each co-author for their original electronic or ink signature. For instructions to electronically sign this document, please see instructions at the bottom of the form below the Signature field.

DISCLOSURES/CONFLICT OF INTEREST: All questions in this section **MUST** be answered by each author. To verify this, the author must click the "Check for Required" fields button at the bottom of the form before signing it.

Completed forms must be submitted online through Editorial Manager along with the article in order for your submission to be sent for peer review. Any relevant current or past conflicts of interest or sources of funding listed on this form must also be included on the Title page of the manuscript (as indicated in the Instructions for Authors). Submissions which do not comply with these instructions will be returned to the author for correction prior to review. Address questions about the authorship responsibility, disclosure, and copyright transfer form to: Annals of Surgery Editorial Office, AnnalsofSurgery@gmail.com.

Conditions of Submission

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 Lippincott Williams & Wilkins (LWW); such permission cannot be unreasonably withheld by LWW.

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.

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.

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.

DISCLAIMER: Each author warrants that this Work contains no libelous or unlawful statements and does not infringe any 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 other personal or proprietary right of others, nor contains 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 LWW request copies of such written releases, the author shall provide them in a timely manner.

DISCLOSURES/CONFLICT OF INTEREST

Each author must identify any financial interests or affiliations with institutions, organizations, or companies relevant to the manuscript by completing the form below. Additionally, any financial associations involving spouse or partner or children must be disclosed as well.

Note: Items 1, 2, and 3 listed below come from the ICMJE Uniform Disclosure Form for Potential Conflicts of Interest at <http://www.icmje.org/update.html> (dated July 2010), except for the columns in numbers 1 and 2 that ask whether the relationship is current, ongoing, or past.

1. The work under consideration for publication

Did you or your institution at any time receive payment or support in kind for any aspect of the submitted work (including but not limited to grants, data monitoring board, study design, manuscript preparation, statistical analysis, etc...)?

Complete each row by checking "No" or providing the requested information.

Type	No	Money Paid to you	Money to Your Institution*	Name of Entity	Is the relationship current (C), ongoing (O), or past (P)?	Comments**	
1. Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
2. Consulting fee or honorarium	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
3. Support for travel to meetings for the study or other purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
4. Fees for participation in review activities such as data monitoring boards, statistical analysis, end point committees, and the like	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
5. Payment for writing or reviewing the manuscript	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
6. Provision of writing assistance, medicines, equipment, or administrative support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
7. Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							

* This means money that your institution received for your efforts on this study. ** Use this section to provide any needed explanation.

2. Relevant financial activities outside the submitted work

Place a check in the appropriate boxes in the table to indicate whether you have financial relationships (regardless of amount of compensation) with entities. Use one line for each entity; add as many lines as you need by clicking the "Add +" box. You should report relationships that were present during the 36 months prior to submission.

Type	No	Money Paid to you	Money to Your Institution*	Name of Entity	Is the relationship current (C), ongoing (O), or past (P)?	Comments**	
1. Board membership	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
2. Consultancy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
3. Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
4. Expert testimony	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
5. Grants/grants pending	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							
6. Payment for lectures including service on speakers bureaus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
ADD							

* This means money that your institution received for your efforts. ** For example, if you report a consultancy above there is no need to report travel related to that consultancy on this line.

Type	No	Money Paid to you	Money to Your Institution*	Name of Entity	Is the relationship current (C), ongoing (O), or past (P)?	Comments**	
7. Payment for manuscript preparation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
8. Patents (planned, pending or issued)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
9. Royalties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
10. Payment for development of educational presentations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
11. Stock/stock options	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
12. Travel/accommodations/meeting expenses unrelated to activities listed**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD
13. Other (err on the side of full disclosure)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> C <input type="checkbox"/> O <input type="checkbox"/> P		X
							ADD

* This means money that your institution received for your efforts. ** For example, if you report a consultancy above there is no need to report travel related to that consultancy on this line.

3. Other Relationships

Are there other relationships or activities that readers could perceive to have influenced, or that give the appearance of potentially influencing, what you wrote in the submitted work?

- ☒ No other relationships/conditions/circumstances that present potential conflict of interest
- ☐ Yes, the following relationships/conditions/circumstances are present (explain below):

Explanation

At the time of manuscript acceptance, journals will ask the author to confirm and, if necessary, update their disclosure statements. On occasion, journals may ask the author to disclose further information about reported relationships.

Transfer of Copyright

AUTHOR'S OWN WORK: In consideration of LWW'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 LWW. If LWW should decide for any reason not to publish the Work, LWW shall give prompt notice of its decision to the corresponding author, this agreement shall terminate, and neither the author nor LWW shall be under any further liability or obligation. Each author grants LWW 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 (i) the work has been accepted by LWW for publication, and (ii) the author chooses to have the work published by LWW as an open access publication.

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.

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 form. 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.

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.

WARRANTIES: Each author warranty made in this form is for the benefit of LWW and the Editor; each author agrees to defend, indemnify, and hold harmless those parties for any breach of such warranties.

Author(s) Posting of Articles to an Institutional Repository

Annals of Surgery will permit the author(s) to deposit for display a "final peer-reviewed manuscript" (the final manuscript after peer-review and acceptance for publication but prior to the publisher's copyediting, design, formatting, and other services) 12 months after publication of the final article on his/her personal web site, university's institutional repository or employer's intranet, subject to the following:

- * You may only deposit the final peer-reviewed manuscript.
- * You may not update the final peer-reviewed manuscript text or replace it with a proof or with the final published version.
- * You may not include the final peer-reviewed manuscript or any other version of the article in any commercial site or in any repository owned or operated by

any third party. For authors of articles based on research funded by NIH, Wellcome Trust, HHMI, or other funding agency, see below for the services that LWW will provide on your behalf to comply with "Public Access Policy" guidelines.

- * You may not display the final peer-reviewed manuscript until twelve months after publication of the final article.
- * You must attach the following notice to the final peer-reviewed manuscript: "This is a non-final version of an article published in final form in (provide complete journal citation)".
- * You shall provide a link in the final peer-reviewed manuscript to the *Annals of Surgery* website.

"Public Access Policy" Funding Disclosure

Please disclose below if you have received funding for research on which your article is based from any of the following organizations:

<input type="checkbox"/> National Institutes of Health (NIH)	<input type="checkbox"/> Wellcome Trust	<input type="checkbox"/> Howard Hughes Medical Institute (HHMI)
<input type="checkbox"/> Research Councils UK (RCUK)	<input type="checkbox"/> Other	Please List:

Compliance with NIH and Other Research Funding Agency Accessibility Requirements

A number of research funding agencies now require or request the author to submit the final peer-reviewed manuscript (the article after peer review and acceptance but not the final published article) to a repository that is accessible online by all without charge. Within medical research, three funding agencies in particular have announced such policies:

- * The U.S. National Institutes of Health (NIH) requires the author to deposit the final peer-reviewed manuscript based on NIH-funded research in its repository PubMed Central (PMC) within twelve months after publication of the final article in the journal.
- * The Howard Hughes Medical Institute (HHMI) requires as a condition of research grants, deposit in PMC, but in its case within six months after publication of the final article.
- * The Wellcome Trust requires, as a condition of research grants, deposit in UK PubMed Central within six months after publication of the final article.

As a service to our authors, LWW will identify to National Library of Medicine (NLM) articles that require deposit. This Copyright Transfer Agreement provides the mechanism for identifying such articles.

LWW will transmit the final peer-reviewed manuscript of an article based on research funded in whole or in part by one or more of these three agencies to Pub Med Central.

Upon NIH request, it remains the legal responsibility of the author to confirm with NIH the provenance of his/her manuscript for purposes of deposit. Author will not deposit articles his/herself. Author will not alter the final peer-reviewed manuscript already transmitted to NIH.

Author will not authorize the display of the final peer-reviewed manuscript prior to:

- (a) 12 months following publication of the final article, in the case of NIH,
- (b) 6 months following publication of the final article, in the case of Wellcome Trust and HHMI

Compliance with RCUK and Wellcome Trust Open Access Policies

Both the Research Councils UK (RCUK) and the Wellcome Trust have adopted policies regarding Open Access to articles that have been funded by grants from the RCUK or the Wellcome Trust. If either "Wellcome Trust" or "Research Councils UK (RCUK)" has been selected above, and the authors of the applicable article choose to have the article published as an open access publication, the following policies will apply:

- * If the article is to be published pursuant to the "Gold" route of Open Access, both the RCUK and the Wellcome Trust require that LWW make the article freely available immediately pursuant to the Attribution 3.0 Creative Commons License, currently found at <http://creativecommons.org/licenses/by/3.0/legalcode> (the "CC BY License"). The CC BY License is the most accommodating of the Creative Commons licenses and allows others to distribute, remix, tweak, and build upon the article, even commercially, as long as they credit the authors for the original creation.
- * If the article is to be published pursuant to the "Green" route of Open Access, both the RCUK and the Wellcome Trust require that LWW make the article freely available within six months pursuant to the Attribution-NonCommercial 3.0 Creative Commons License, currently found at <http://creativecommons.org/licenses/by-nc/3.0/legalcode> (the "CC BY-NC License"). The CC BY-NC License allows others to remix, tweak, and build upon the article non-commercially, and although their new works must also acknowledge the authors for the original creation and be non-commercial, they don't have to license their derivative works on the same terms.

As a service to our authors, LWW will identify to National Library of Medicine (NLM) articles that require deposit pursuant to the RCUK and Wellcome Trust policies described in this section. This Copyright Transfer Agreement provides the mechanism for identifying such articles.

LWW will transmit the final peer-reviewed manuscript of an article based on research funded in whole or in part by either RCUK or the Wellcome Trust to Pub Med Central.

Upon NIH request, it remains the legal responsibility of the author to confirm with NIH the provenance of his/her manuscript for purposes of deposit. Author will not deposit articles him/herself. Author will not alter the final peer-reviewed manuscript already transmitted to NIH.

With respect to the "Green" route of Open Access, author will not authorize the display of the final peer-reviewed manuscript prior to 6 months following publication of the final article.

Authors of articles that have been funded from grants from the RCUK or the Wellcome Trust are required to sign the LWW Open Access License Agreement prior to publication of the applicable article. Please contact the Editorial Office of the applicable Journal to receive the Open Access License Agreement that is to be signed in connection with the publication of the article.

Hide All Table Rows Checked No

Check For Required Fields



Author's Own Work



Work for Hire



Government

Date 21 October 2020

Signature

Important Note: Once you electronically sign this form, you will not be able to make any additional changes to it.

To electronically sign this form:

- 1) First click **Check For Required Fields** button above.
 - 2) Provide any missing information highlighted in red.
 - 3) Click the **Hide All Table Rows Checked No** button above.
 - 4) Click the signature field above and provide the information requested in the dialog boxes.
- For additional help with electronically signing this form, go to <http://links.lww.com/ZUAT/A106>