Journal of Visualized Experiments

Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome. --Manuscript Draft--

Article Type:	Invited Methods Article - JoVE Produced Video	
Manuscript Number:	JoVE59659R3	
Full Title:	Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome.	
Corresponding Author:	Murat Akkuş, M.D. Istanbul Mehmet Akif Ersoy Egitim Arastirma Hastanesi İstanbul, Kucukcekmece TURKEY	
Corresponding Author's Institution:	Istanbul Mehmet Akif Ersoy Egitim Arastirma Hastanesi	
Corresponding Author E-Mail:	akkusmdr@gmail.com	
Order of Authors:	Murat Akkus	
	Selcuk Kose	
	Yaşar Sönmezoğlu	
Additional Information:		
Question	Response	
Please indicate whether this article will be Standard Access or Open Access.	Standard Access (US\$2,400)	
Please indicate the city, state/province, and country where this article will be filmed . Please do not use abbreviations.	Department of Thoracic Surgery, Mehmet Akif Ersoy Thoracic and Cardiovascular Surgery Training and Research Hospital, Istanbul, Turkey	

TITLE:

Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome

2 3 4

1

AUTHORS:

5 Murat Akkuş^{1*}, Selçuk Köse², Yaşar Sönmezoğlu³

6

- 7 Department of Thoracic Surgery, Mehmet Akif Ersoy Thoracic and Cardiovascular Surgery
- 8 Training and Research Hospital, Kucukcekmece Istanbul, Turkey
- 9 ²Department of Thoracic Surgery, Bakırköy Dr. Sadi Konuk Training and Research Hospital,
- 10 Istanbul, Turkey
- ³Department of Thoracic Surgery, Yedikule Chest Disease and Thoracic Surgery Training and
- 12 Research Hospital, Zeytinburnu, Istanbul, Turkey

13

- 14 <u>akkusmdr@gmail.com</u>
- 15 selcukko@yahoo.com
- 16 yasarsonmezoglu@yahoo.com

17 18

CORRESPONDING AUTHOR:

19 Murat Akkuş

2021

KEYWORDS:

22 Brachial Plexus, Surgical Technique, Thoracic outlet syndrome, Thoracic Surgery, 23 Transaxillary First Rib Resection Technique, Videothoracoscopy.

2425

26

27

SUMMARY

Here, we present a protocol of the transaxillary resection of the first rib for treatment of thoracic outlet syndrome caused by compression of the brachial plexus, subclavian vein and artery.

28 29

30

31

32

33

34

ABSTRACT

Thoracic outlet syndrome (TOS) is a common disorder that causes a significant loss of productivity. The transaxillary first rib resection (TFRR) protocol has been used for the decompression of trapped neurovascular structures in the TOS. Among the other surgical procedures, the advantage of the TFRR is that it has the smallest rate of recurrence and better cosmetic outcomes. The disadvantage of TFRR is that it provides a narrow, and deep working corridor that makes obtaining vascular control challenging.

35 36 37

38

39

40

41

42

43

44

45

46 47

48

49

50

INTRODUCTION

The compression of the brachial plexus, subclavian artery or vein in the scalene triangle is clinically known as thoracic outlet syndrome (TOS), first described by Peet et al.¹. Thoracic outlet syndrome is subdivided into neurogenic (NTOS), arterial TOS, and venous TOS based on the underlying etiology¹. Patients with NTOS (93-95% of TOS cases) present with pain, numbness, and ipsilateral weakness. Patients with venous TOS (3-5%) present with venous thrombosis, and patients with arterial TOS (1-2%) present with arterial thromboembolic event and ischemia. Conservative management of TOS includes medications and physiotherapy and is the first choice for TOS cases. The surgical treatment modalities include decompression procedures and are performed after conservative management has failed². Decompression techniques include the transaxillary first rib resection (TFRR), supraclavicular first rib resection scalenectomy (SFRRS), scalenectomy (without first rib resection via supraclavicular or transaxillary), and posterior approach first rib resection (PA-FRR)³. The transaxillary first rib resection, a technique described by Roos et al. in 1966, is an effective method for treatment

of TOS^{4,5}. The main goal of TFRR is to completely remove the last cervical and first thoracic ribs and to decompress the underlying neurovascular bundle.

Vascular TOS (VTOS) are diagnosed with CT angiography, color duplex USG, and arteriography or venography, whereas the NTOS is diagnosed with X-ray, electrodiagnostic studies (needle electromyelography), color duplex Doppler USG, and cervical MRI. Physiotherapist and psychiatrist consultations should be obtained to exclude other disorders preoperatively. The symptom relief with lidocaine injection to the anterior scalene muscle is also a good indicator for diagnosis and predictor of surgical benefit in NTOS patients⁶.

PROTOCOL:

This study was conducted in accordance with Declaration of Helsinki and local clinical ethics committee (2018/09).

1. Physical Examination

NOTE: The provocative tests for diagnosis of the TOS are depicted in **Figure 1**.

1.1. For the Adson test (scalene test, **Figure 1A**), bring the patient's shoulder to external rotation with slight abduction and a little bit of extension and palpate the radial pulse. Extend the patient's head backward and rotate toward the tested shoulder. Ask the patient to breathe in and hold their breath.

1.1.1. Consider the test positive in cases where reproduction of symptoms or abolition of the radial pulse occurs while symptoms resolve with rotating of the head to the controlateral side.

1.2. For the costoclavicular brace test (**Figure 1B**), bring the patient's arm to the back, depress and retract over the patients' scapula on the ipsilateral side. Check the pulse. If the radial pulse disappears or symptoms are reproduced, the test is deemed positive.

1.3. For the hyperabduction test (**Figure 1C**), slightly extend the patient's arm and palpate the radial artery. Abduct the arm 90-180°. A positive test is a decrease in the pulse of the radial artery from baseline to the new position.

1.4. For the Roos (East) test (**Figure 1D**), perform the test in either a sitting or standing position. Take the patient's shoulders to 90° abduction, externally rotate, and flex elbows to 90°. The elbows should be slightly behind the frontal plane. Have the patient open and close his/her hands for 3 minutes.

1.4.1. Consider the test positive if the patient experiences heaviness, ischemic pain or weakness of the arms or numbness and tingling of the hands. Discoloration of the hands is also meaningful for the test.

NOTE: Surgical treatment is the first option in VTOS cases, whereas surgical treatment is performed in NTOS cases after 3 months of conservative therapy without any improvement in their daily life, work life, and sleep quality.

2. Preoperative clinical and electrodiagnostic assessment

- 101 For evaluation of the clinical improvement with surgical treatment, make clinical 102 findings in the physical examination, EMG findings, and the QuickDASH (Disability of Arm, Shoulder, and Hand: http://www.dash.iwh.on.ca/about-quickdash) questionnaire related to 103
- 104 symptoms of daily activities and social and psychological preoperative periods.

105

106 Determine the preoperative EMGs by measuring the compound motor action potential 2.2. 107 (CMAP), sensory nerve action potential (SNAP), and nerve conduction velocity (NCV) and F-108 wave latency. Make recordings using a commercial EMG/NCV/EP measuring system 109 (e.g., Nihon Kohden Neuropack 2).

- 110
- 111 **3.** Transaxillary first rib resection in a stepwise manner

112

113 Perform anesthesia using a standard anesthetic induction protocol which includes 0.6 114 mg/kg rocuronium bromide, 0.05 mg/kg midazolam and 1-2 µg/kg fentanyl.

115

116 3.2. Administer tiopenthal sodium at 6 mg/kg for maintenance.

117 118

4. **Patient position (Figure 2)**

119

120 After placing the patient in the lateral decubitus position, wrap the arm, elevate and 121 hang in a 90° abduction position. If needed, reduce traction every 3-5 minutes to prevent 122 postoperative complication.

123

124 Use a solution of 10% sterile povidone-iodine for topical sterilization. Drape the arm, 125 axilla and chest. Use sterile sheets on to rest of the body to prevent contamination.

126 127

5. Reaching the first rib

128

129 5.1. Use the surgical instruments are shown in **Figure 3** and the **Table of Materials**. 130

131 Make an incision in a transverse fashion below the axillary hairline extending from the 5.2. 132 pectoralis muscle anteriorly and the latissimus dorsi muscle posteriorly at a length of 5-7 cm.

133

134 Cross the skin, subcutaneous tissue, and fascia to reach the anterior chest wall. 5.3.

135

136 5.4. Use blunt dissection to reach the first rib.

137

138 6. Releasing the first rib from muscles and fascia

139

140 Pierce the fascia overlying the first rib and dissect away the periosteum overlying the 141 superior part of the rib. Bluntly dissect the inferior edge of the rib from surrounding muscles 142 using monopolar cautery and rib raspatory.

143

144 Split the intercostal muscles until the costoclavicular ligament at the sternocostal 145 junction and the angular costa in the posterior costovertebral junction.

146

- 147 In the superior edge of the first rib, expose the anterior scalene muscle anteriorly and 148 medius scalene muscle posteriorly. Place the curved forceps under the anterior and middle
- 149 scalene muscles to cut the muscles at the level of their insertion over the first rib, where they
- 150 are farthest from the phrenic nerve.

152 7. Removal of the first rib or the cervical rib

- 7.1. Start the resection of the first rib at the sternocostal junction anteriorly. First, turn from its superior edge and then the inferior edge to resect it using a rib cutter from the sternum.
- Ensure that the neurovascular structures are preserved.

157

151

153

7.2. Afterwards, resect the posterior portion of the rib, and disarticulate the part located distally to the angle of rib; hence complete the rib resection.

160

7.3. After totally freeing the cervical rib from surrounding tissue, resect and disarticulate the rib until the articular surface of the transverse process is seen.

163164

8. Postoperative Period

165

8.1. In postoperative period, perform a chest X-ray to rule out complications, such as pnomothorax.

168

Remove the thorax drain on postoperative day 1 in uneventful cases.

170

171 8.3. Use nonsteroidal anti-inflammatory drugs, narcotic analgesics, and a muscle relaxant for postoperative pain.

173

8.4. In the early postoperative period, examine movement of the arm in the operated side.
Continue physical therapy for the first two post-operative months.

176

177 8.5. Advise the patient not to perform any exhausting activity with the operated side.

178

179 **9.** Postoperative clinical and electrodiagnostic assessment

180 181

182

183

184

9.1. For evaluation of the clinical improvement with surgical treatment, compare clinical findings in the physical examination, EMG findings, and the QuickDASH (Disability of Arm, Shoulder, and Hand: http://www.dash.iwh.on.ca/about-quickdash) questionnaire related to symptoms of daily activities and social and psychological preoperative and postoperative (3 months) periods.

185 186

9.2. Compare the preoperative and postoperative EMGs by measuring the compound motor action potential (CMAP), sensory nerve action potential (SNAP), and nerve conduction velocity (NCV) and F-wave latency. Make recordings using a commercial EMG/NCV/EP measuring system (e.g., Nihon Kohden Neuropack 2).

191

192 9.3. Perform the physical examination postoperatively to evaluate the pain and paresthesia.

193194

195

REPRESENTATIVE RESULTS:

Clinical Outcomes

- A total of 15 patients were included in this study. Three patients (20%) were male and 12 of patients (80%) were female. The mean age of patients was 30.6 ± 8.98 years. All male
- participants and 5 of female participants were manual laborers. The most common complaint
- of the NTOS group was arm-forearm pain and numbness weakness of grip and hypothenar
- atrophy. In the postoperative clinical follow-up, patients were questioned about their

paresthesia and pain severity, overall satisfaction, their activity and work status. QuickDASH scores and EMG value were evaluated preoperatively and in the postoperative period. Comparison of preoperative and postoperative EMG measurements are presented in **Table 1**, **Table 2**, **Figure 4**, **Figure 5** and **Figure 6**. We found a remarkable clinical improvement between preop- and postoperative QuickDASH⁷.

The postoperative exam at six months was evaluated for recurrence or surgical failure. The recurrence rate has been noted to be between 6-54% in different case series⁸. In the study here, recurrence was observed in 6% of patients (n=1) at the operative side after six months of operation while 20% of patients (n=3) reported TOS symptoms at the controlateral side in follow-up (4 to12 years).

All patients were discharged between postoperative days 2-5. The morbidity rates have been noted to be between 5-40% and include pneumothorax, infection, nerve injury (long thoracic nerve, cervical sympathetic chain, roots of the brachial plexus), hemothorax, hematoma in the surgical field, and lymphatic fluid leakage. These complications are often temporary and resolve within a few days. Deficits lasting longer may require surgical intervention.

Electrodiagnostic outcomes

The latency of the median F-wave was remarkably prolonged on the affected side compared to the unaffected side preoperatively. There was no significant difference in the latency of ulnar F-waves between sides. Compound motor action potential (medial antebrachial cutaneous), sensory nerve action potential (ulnar), and nerve conduction velocity (median motor amplitude) values increased significantly postoperatively. EMG findings are correlated with postoperative clinical improvement⁷.

FIGURE AND TABLE LEGENDS

Figure 1. Provocative tests for thoracic outlet syndrome. (**A**) The Adson test. (**B**) The Costoclavicular brace test. (**C**) Hyperabduction test. (**D**) Roos (East test.

Figure 2. Operative position used for patient positioning.

Figure 3. Surgical instruments used for the procedure.

Figure 4. Comparison of preoperative and postoperative values of the medial antebrachial cutaneous (MAC) nerve action potantials on each patient. Blue: preoperative data; Red: postoperative data.

Figure 5. Comparison of preoperative and postoperative values of the ulnar nerve sensory responses on each patient. Blue: preoperative data; Red: postoperative data.

Figure 6. Comparison of preoperative and postoperative values of the median motor actions amplitude responses on each patient. Blue: preoperative data; Red: postoperative data.

Table 1. Comparison of the median nerve F response and ulnar nerve F response of upper extremities preoperatively.

Table 2. Preoperative and postoperative comparisons of the electrophysiological measures.

Video. Transaxillary first rib resection in a stepwise manner.

251252253

254255

256

257

258259

DISCUSSION

TFRR is the most used surgical technique for treatment of TOS⁹⁻¹¹. The advantage of the TFRR is that it provides a better cosmetic result with a hidden incision in the axilla without requirement of cutting the muscles to reach the surgical field. Its disadvantage is the relatively narrow and deep working space. The supraclavicular approach, which is preferred for arterial TOS treatment, puts the subclavian artery at less risk of damage¹². The subclavian vein is followed in the infraclavicular approach commonly used for venous TOS treatment, and the posterolateral FRR is mostly used for the treatment of the recurrent TOS^{13,14}.

260261262

263

264265

266

267

A randomized study of the supraclavicular neoplasty of the brachial plexus by Sheeth et al. noted that TFRR provides a better surgical outcome than other surgical techniques¹⁵. Another study compared the NTOS cases treated with TFRR, the cases treated with the supraclavicular FRR+scalenectomy, and the cases treated only with scalenectomy, which resulted in clinical improvement rates of 60-92%, 64-86%, and 63-80%, respectively. Although there has not been a significant difference between surgical outcome, lower recurrence rates have been noted in cases treated with TFRR^{10,16-19}.

268269270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

The retractor should be used carefully and in an anterior-posterior direction to avoid damage to the neurovascular structures in the narrow field. The scalene triangle has anterior and middle scalene muscles on both side and has the first rib in its basal side. The subclavian artery and brachial plexus passes through the scalene triangle, and scalene vein passes anterior to the anterior scalene muscle, not through the scalene triangle. The first rib is retracted downward, and the middle scalene muscle is cut at its attachment point to the first rib. After the anterior and middle scalene muscles are cut, the fascia and soft tissues along the superior edge of the first rib are freed from the sternum anteriorly to the vertebral body posteriorly. Although not required for this illustrative case, anterior costoclavicular ligament and subclavian muscle division might be needed in some cases. The retraction should be avoided toward the apex of the scalene triangle, where neurovascular structures reside. Intraoperative nerve injury may cause severe disabilities, such as the diaphragm eventration caused by the phrenic nerve injury, winging of the scapula caused by the long thoracic nerve injury, and numbness in the arm caused by the intercostobrachial nerve injury. The inferior edge of the first rib is freed from pleura gently. In case of unintended pleura opening, a chest tube should be placed to prevent the hemothorax or pneumothorax. Since the most common cause of recurrence is leaving a piece of the posterior part of the rib, the first rib should be completely removed. During this procedure, especially posteriorly, there is a risk of injury to the intercostal vein. Oozing from the intercostal veins is stopped by tamponade rather than using the electrocautery, which may damage the brachial plexus causing postoperative causalgia.

289 290 291

Since the surgical corridor in TFRR technique is narrow, hemostasis is crucial to make the working area clean and to prevent postoperative hematoma. During the closure, a hemovac drain can be placed.

293294295

296

297

292

In conclusion among surgical treatment modalities used for cases of TOS, the TFRR technique is a unique modality with excellent surgical outcomes and lower recurrence rates. The major limitation of this procedure is that it provides restricted vascular reconstruction options in VTOS cases.

298299300

DISCLOSURES:

301 None

302

303 **ACKNOWLEDGMENTS:**

304 None

305 306

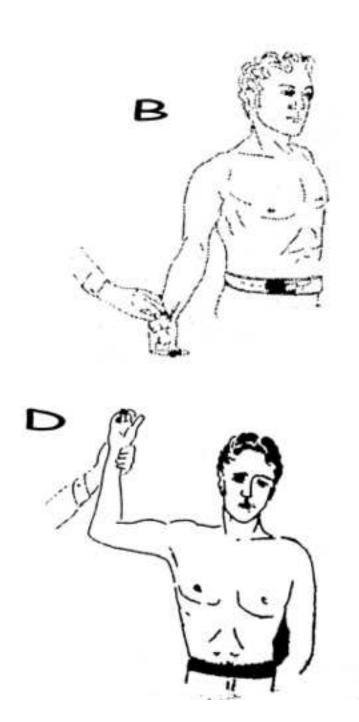
REFERENCES

- 307 1. Peet, R.M. Thoracic outlet syndrome: evaluation of a therapeutic exercise program. 308 *InProc Mayo Clinic.* **31**, 281-287 (1956).
- Han, S. et al. Transaxillary approach in thoracic outlet syndrome: the importance of resection of the first-rib. *European Journal of Cardio-Thoracic Surgery*. **24** (3), 428-33 (2003).
- 311 3. Yavuzer, Ş., Atinkaya, C., Tokat, O. Clinical predictors of surgical outcome in patients
- with thoracic outlet syndrome operated on via transaxillary approach. *European Journal of Cardio-Thoracic Surgery*. **25** (2),173-8 (2004).
- 313 Cardio-Inoracic Surgery. **25** (2),1/3-8 (2004).
- 314 4. Roos, D.B. Transaxillary approach for first rib resection to relieve thoracic outlet syndrome. *Annals of Surgery.* **163** (3), 354 (1966).
- 316 5. Jubbal, K.T., Zavlin, D., Harris, J.D., Liberman, S.R., Echo, A. Morbidity of First Rib
- Resection in the Surgical Repair of Thoracic Outlet Syndrome. *Hand*. 1558944718760037 (2018).
- 319 6. Likes, K.C. et al. Lessons learned in the surgical treatment of neurogenic thoracic outlet 320 syndrome over 10 years. *Vascular and Endovascular Surgery*. **49** (1-2), 8-11 (2015).
- 7. Akkuş, M., Yağmurlu, K., Özarslan, M., Kalani, M.Y. Surgical outcomes of neurogenic thoracic outlet syndrome based on electrodiagnostic tests and QuickDASH scores.
- *Journal of Clinical Neuroscience.* **58**, 75-8 (2018).
- 324 8. Peek, J. et al. Long-term functional outcome of surgical treatment for thoracic outlet 325 syndrome. *Diagnostics*. **8** (1), 7 (2018).
- 326 9. Sanders, R.J., Annest, S.J. Technique of supraclavicular decompression for neurogenic thoracic outlet syndrome. *Journal of Vascular Surgery*. **61** (3), 821-5 (2015).
- 328 10. Sanders, R.J., Hammond, S.L., Rao, N.M. Thoracic outlet syndrome: a review. *The Neurologist.* **14** (6), 365-73 (2008).
- 330 11. Vos, C.G., Ünlü, Ç., Voûte, M.T., van de Mortel, R.H., de Vries, J.P. Thoracic outlet syndrome: First rib resection. *Shanghai Chest.* **1** (1) (2017)
- 332 12. Desai, S.S. et al. Outcomes of surgical paraclavicular thoracic outlet decompression.
- 333 *Annals of vascular surgery.* **28** (2), 457-64 (2014).
- 334 13. Peek, J. et al. Long-term functional outcome of surgical treatment for thoracic outlet syndrome. *Diagnostics*. **8** (1), 7 (2018).
- Urschel, H.C. Transaxillary first rib resection for thoracic outlet syndrome. *Operative Techniques in Thoracic and Cardiovascular Surgery*. 10 (4), 313-7 (2005).
- 200 15 Techniques in Thoracic and Caracovascular Burgery. 10 (4), 513-7 (2005).
- 338 15. Sheth, R.N., Campbell, J.N. Surgical treatment of thoracic outlet syndrome: a 339 randomized trial comparing two operations. *Journal of Neurosurgery: Spine.* 3 (5), 355-63
- 340 (2005).

350

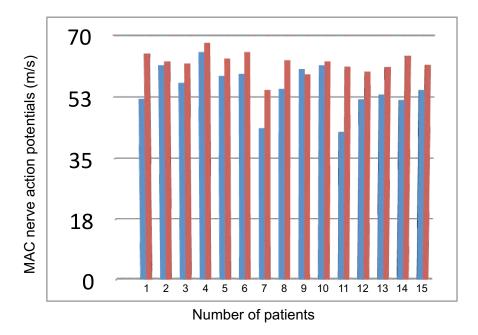
- 341 16. Urschel, Jr H.C., Razzuk, M.A. Neurovascular compression in the thoracic outlet:
- changing management over 50 years. Annals of Surgery. 228 (4), 609 (1998).
- 343 17. Povlsen, B., Hansson, T., Povlsen, S.D. Treatment for thoracic outlet syndrome.
- 344 Cochrane Database of Systematic Reviews. 11, (2014).
- 345 18. George, R.S., Milton, R., Chaudhuri, N., Kefaloyannis, E., Papagiannopoulos, K.
- 346 Totally endoscopic (VATS) first rib resection for thoracic outlet syndrome. The Annals of
- 347 *Thoracic Surgery.* **103** (1), 241-5 (2017).
- 348 19. Strother, E., Margolis, M. Robotic first rib resection. *Operative Techniques in Thoracic*
- 349 and Cardiovascular Surgery. **20** (2), 176-88 (2015).

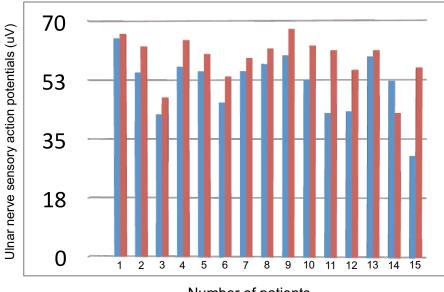




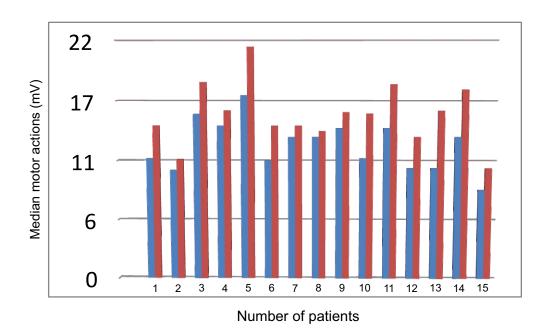








Number of patients



Video or Animated Figure

Click here to access/download

Video or Animated Figure

TOSvideo.mp4

Table 1. Comparison of the median nerve F response and ulnar nerve F response of the both upper extremities preoperatively.

<u>. </u>	Unaffected Side	Affected Side	p value
Median F Response(ms)	22.94±1.79	23.98±2.05	0.015
Ulnar F Response(ms)	23.57±1.97	24.01±2.49	0.246

This table has been modified from [7].

Table 2. Preoperative and postoperative comparisons of the electrophysiological measures

	Preoperative	Postoperative	p value
MAC(m/s)	55.1 ± 6.36	62.15 ± 3.08	0.0001
U-SNAP (μV)	51.35 ± 8.95	58.66 ± 6.8	0.003
MMA(mV)	12.43 ± 2.32	15.2 ± 2.82	0.0001

MAC: medial antebrachial cutaneous, U-SNAP: ulnar sensory neural action potential,

MMA: median motor amplitude

This table has been modified from [7].

Name of Material/ Equipment	Company	Catalog Number	Comments/Description
Ag Debakey vascular forceps 24 cm, 3.5 mm	Lawton medizintechnik	30-0032	Check the hemorrhage
Bone chisels curved13x9.1/2"	Aesculap Inc.	MB-992R	Dissect the periost of the first rib
Doyen-stille retractor 24 cm	Lawton medizintechnik	20-0650	Skin- muscle retraction
Foerster sponge forceps straight	Lawton medizintechnik	07-0156	For swabbing
Luer stille bone rongeur curved 27 cm	Lawton medizintechnik	38-0703	Bone punches
Luer stille rongeur straight 22 cm	Lawton medizintechnik	38-0400	Rib cutter
Mayo hegar needle holder 20.5 cm	Lawton medizintechnik	08-0184	Suturing
Metzenbaum scissors curved delicate 23 cm	Lawton medizintechnik	05-0665	Dissection
Overholt curved forceps delicate 30.5 cm	Lawton medizintechnik	06-0807	Split the scalen muscles from the rib
Roberts art forceps straight 24 cm	Lawton medizintechnik	06-0370	For sponge and remove remain bone
Roux retractor medium size 15.5 cm	Lawton medizintechnik	20-0402	Wound retraction
Semb rasparotry 22,5 cm, 12mm	Lawton medizintechnik	39-0252	Dissect the muscle of the first rib
Smith peterson model curved osteotome 13x205 mm	Lawton medizintechnik	46-0783	Dissect the muscle of the first rib
Stille -giertz rib shears 27 cm	Lawton medizintechnik	38-0200	First rib cutting
Stille osteotome 8x205 mm	Lawton medizintechnik	46-0248	Dissect the periost of the first rib
Wagner rongeur 5.5x210 mm	Lawton medizintechnik	53-0703	Punches

View Letter

Close

Date: May 28, 2019

To: "Murat Akkuş" akkusmdr@gmail.com

"Selcuk Kose" selcukko@yahoo.com, "Yaşar Sönmezoğlu"

yasarsonmezoglu@yahoo.com

From: "Xiaoyan Cao" xiaoyan.cao@jove.com

Subject: Revisions required for your JoVE submission JoVE59659R1

Dear Dr. Akkuş,

Your manuscript, JoVE59659R1 "Transaxillary First Rib Resection Technique for Treatment of the Thoracic Outlet Syndrome. How to do it!," has been editorially and peer reviewed, and the following comments need to be addressed. Note that editorial comments address both requirements for video production and formatting of the article for publication. Please track the changes within the manuscript to identify all of the edits.

After revising and uploading your submission, please also upload a separate rebuttal document that addresses each of the editorial and peer review comments individually. Please submit each figure as a vector image file to ensure high resolution throughout production: (.svg, .eps, .ai). If submitting as a .tif or .psd, please ensure that the image is 1920 x 1080 pixels or 300 dpi. Additionally, please upload tables as .xlsx files.

Your revision is due by Jun 11, 2019.

To submit a revision, go to the JoVE submission site and log in as an author. You will find your submission under the heading "Submission Needing Revision". Please note that the corresponding author in Editorial Manager refers to the point of contact during the review and production of the video article.

Best,

Xiaoyan Cao, Ph.D. Review Editor JoVE 617.674.1888

Follow us: Facebook | Twitter | LinkedIn

About JoVE

The language in the manuscript is not publication grade. Please employ professional copy-editing services.

Editorial comments:

Changes to be made by the author(s):

- 1. Please take this opportunity to thoroughly proofread the manuscript to ensure that there are no spelling or grammar issues. The JoVE editor will not copy-edit your manuscript and any errors in the submitted revision may be present in the published version.
- 2. Please obtain explicit copyright permission to reuse any figures from a previous publication. Explicit permission can be expressed in the form of a letter from the editor or a link to the editorial policy that allows re-prints. Please upload this information as a .doc or .docx file to your Editorial Manager account. The Figure must be cited appropriately in the Figure Legend, i.e. "This figure has been modified from [citation]."

Answer: Permission document has been submitted as a separate file in submission system.

3. Please revise lines 154-157 and 170-172 to avoid textual overlap with previously published work.

Answer: Lines 154-157 and 170-172 have been revised.

4. Title: Please remove colloquial phrases (How to do it!).

Answer: Title has been revised and colloquial phrases have been removed.

5. Authors and affiliations: Please provide an email address for each author.

Answer: E-mail addresses of each author have been included.

6. Introduction: Please rephrase to include a clear statement of the overall goal of this method.

Answer: A clear statement of the overall goal of this method has been included in introduction section.

7. All methods that involve the use of human or vertebrate subjects and/or tissue sampling must include an ethics statement. Please provide an ethics statement at the beginning of the protocol section indicating that the protocol follows the guidelines of your institution.

Answer: Ethics statement has been provided in protocol section.

8. Please revise the Protocol to contain only action items that direct the reader to do something (e.g., "Do this," "Ensure that," etc.). The actions should be described in the imperative tense in complete sentences wherever possible. Avoid usage of phrases such as "could be," "should be," and "would be" throughout the Protocol. Any text that cannot be written in the imperative tense may be added as a "NOTE." Please include all safety procedures and use of hoods, etc. However, notes should be used sparingly and actions should be described in the imperative tense wherever possible.

Answer: Protocol has been revised in accordance with reviewer's comments, imperative tense has been used where appropriate.

9. The Protocol should be made up almost entirely of discrete steps without large paragraphs. Please simplify the Protocol so that individual steps contain only 2-3 actions per step and a maximum of 4 sentences per step. Use sub-steps as necessary.

Answer: The protocol has been simplified.

10. Please add more details to your protocol steps. There should be enough detail in each step to supplement the actions seen in the video so that viewers can easily replicate the protocol. Please ensure you answer the "how" question, i.e., how is the step performed? Alternatively, add references to published material specifying how to perform the protocol action. For instance, specify all surgical tools used throughout the protocol. Please mention how patients are anesthetized and how proper anesthetization is confirmed. Please mention how to maintain sterile conditions during surgery.

Answer: Surgical tools have been identified by a picture presentation while anesthesia protocol and sterile conditions maintenance have been explained in protocol steps.

11. JoVE article does not have a Conclusion section. Please move information in the Conclusion section to Results or Discussion (as appropriate).

Answer: Conclusion section has been changed to Discussion section.

12. Tables 3-5: Please upload these tables individually as figures to your Editorial Manager account as a .png, .tiff, .pdf, .svg, .eps, .psd, or .ai file. Please label the x-axis in each table/figure.

Answer: Table 3-5 formats have been changed to pdf.

13. Table 1 and Table 2: Please upload each Table individually to your Editorial Manager account as an .xlsx file. Avoid any coloring or formatting in the tables.

Answer: Table 1-2 formats have been changed to .xlsx file.

14. Table 1 and Table 2: Please change the time unit msec to ms. Please use the micro symbol μ instead of u (i.e., μ V). Please include a space before and after the \pm symbol. Please use the period symbol (.) for the decimal separator (i.e., 55.1 instead of 55,1).

Answer: Time unit msec changed to ms while micro symbol was used instead of u. Space was used before and after ± symbol, period symbol was used for the decimal separator.

15. Table of Materials: Please revise it to include information on all relevant supplies, reagents, equipment and software used, especially those mentioned in the Protocol. Please sort the items in alphabetical order according to the name of material/equipment.

Answer: Inserted in page 4 line 10-11

16. Please use superscript arabic numerals to cite references in text. The superscript number is inserted immediately next to the word/group of words it applies to but before any punctuation.

Answer: References were cited by using superscript Arabic numerals in text.

Reviewers' comments:

Reviewer #1:

Manuscript Summary:

The authors presented the transaxillary first ribs resection technique using for treatment of the thoracic outlet syndrome (TOS). TOS caused by the compression of the brachial plexus, subclavian vein and artery. They described their techniques very well.

Major Concerns:

I think they should give their recurrent rate of symptoms and other site recurrence. And if it is possible they may add some figures of the provocative tests for diagnosis.

Answer: A figure was added to describe provocative tests while recurrence rates have been mentioned in results section(page 6 line 21-23).

Minor Concerns:

There are some mistakes of English. It should be corrected. The number of patients and characteristics should be written in the results section or they can add a table for this. Because some patients who had TOS may work in handpower work.

They should add some labels for tables.

Answer: A description including characteristics of patients have been inserted in results section(page 6 line 8-10). Labels were added to tables. English revision has been conducted by a native speaker.

1) There are some mistakes of English language. For example "protokol" should be protocol, "pnomothorax" should be pneumothorax, "physical therapy" should be physiotherapy, etc. "Nonsteroidal anti inflamatuars" should be Nonsteroidal anti inflammatory drugs. Maybe it could be edited by native speaker.

Answer: English revision has been conducted by a native speaker.

2) If it is possible you can add some figures of the provocative tests for diagnosis.

Answer: A figure describing provocative tests was added.

3) You should give your recurrent rate of symptoms and other site recurrence if you have. And also if you have, when?

Answer: Information regarding recurrence rates has been included in page 6 line 19-23.

4) The number of patients and characteristics should be written in the results section or they can add a table for this. Because we know that some patients who had TOS work in handpower work. This effects the symptoms and postoperative recovery.

Answer: A description including characteristics of patients have been inserted in results section(page 6 line 8-10).

5) You have to add some labels for tables. You and I know that what MAC means that for example, however some readers couldnt know.

Answer: Abbreviations of terms used in tables were included as labels under all tables.

Reviewer #2:

Manuscript Summary:

- 1. Great video.
- 2. needs a lot of editing to resolve spelling/grammatical/flow language issues.

Answer: English revision has been conducted by a native speaker.

Major Concerns:

1. prophylactic antibiotics should not be given for 48 hrs. there is no evidence for this practice in any clean surgery. in fact, theres evidence that antibiotics are probably not even necessary for this operation.

Answer: This information has been removed from text.

2. i noticed in your video that you did a very excellent posterior rib resection until the articular surface of the transverse process is seen. I think this is 100% important to ensure adequate resection, you should emphasize this in the manuscript.

Answer: Posterior rib resection procedure was mentioned in page 5 line 31-page 6 line 3, page 8 line 5-7.

3. conversely, in your manuscript, you mention importance of doing the anterior costovlacivular and subclavius muscle division, but i did not notice you doing that in the video?

Answer: Although this data was provided theoretically, this intervention couldn't have been seen due to recording issues.

4. your tables are poorly described in the manuscript.

Answer: Tables were mentioned in results section(page 6 line 15-16).

Minor Concerns:

1. in the introduction, you mention that the Transaxillary approach is the most commonly used in the USA, those references are old, and to date, it is impossible to assess which are the most common approaches because the claims/insurance databases for first rib resections are the same, 21615 for both transax, infraclavicular, or supraclavicular. so i suggest removing that statement.

Answer: This statement has been revised in page 2 line 29-31.

2. The adson's test should be done with the head rotated to both the ipsi and contralateral side. quite often, the compression will be illicited if the head is rotated to the contralateral side.

Answer: Adson's test description revised in page 3 line 13 and 15-16.

3. do you have any pictures/images of the patient positioning?

Answer: A picture of patient positioning has been added as a separate file.

In compliance with data protection regulations, you may request that we remove your personal registration details at any time. (Remove my information/details). Please contact the publication office if you have any questions.

Close

ELSEVIER LICENSE TERMS AND CONDITIONS

Jun 22, 2019

This Agreement between İstanbul Mehmet Akif Ersoy GKDC EAH, ("You") and Elsevier ("Elsevier") consists of your license details and the terms and conditions provided by Elsevier and Copyright Clearance Center.

4614221333767 License Number Jun 22, 2019 License date **Licensed Content** Elsevier

Publisher

Licensed Content

Publication

Journal of Clinical Neuroscience

Licensed Content Title Surgical outcomes of neurogenic thoracic outlet syndrome based on electrodiagnostic tests and

QuickDASH scores

Licensed Content Author Murat Akkuş, Kaan Yağmurlu, Melek Özarslan, M. Yashar S. Kalani

Licensed Content Date Dec 1, 2018

58 Licensed Content Volume Licensed Content Issue n/a **Licensed Content Pages** 4 75 Start Page **End Page** 78

reuse in a journal/magazine Type of Use Requestor type academic/educational institute

Intended publisher of new

work

Other

Portion figures/tables/illustrations

Number of

figures/tables/illustrations

electronic **Format**

Are you the author of this

Elsevier article?

Yes

Will you be translating? No

Table 1 to 6 Original figure numbers

Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome Title of the article

Publication new article is

in

JoVE

Publisher of the new

article

Other

Murat Akkuş Author of new article Expected publication date Jan 2020 10 Estimated size of new

Requestor Location

article (number of pages)

İstanbul Mehmet Akif Ersoy GKDC EAH, İstanbul Mehmet Akif Ersoy GKDC EAH, İstanbul Mehmet Akif Ersoy GKDC EAH,

istanbul

İstanbul, 34303 Turkev

Attn: İstanbul Mehmet Akif Ersoy GKDC EAH,

Publisher Tax ID GB 494 6272 12 0.00 USD **Total**

Terms and Conditions

INTRODUCTION

1. The publisher for this copyrighted material is Elsevier. By clicking "accept" in connection with completing this licensing transaction, you agree that the following terms and conditions apply to this transaction (along with the Billing and Payment terms and conditions established by Copyright Clearance Center, Inc. ("CCC"), at the time that you opened your Rightslink account and that are available at any time at http://myaccount.copyright.com).

GENERAL TERMS

- 2. Elsevier hereby grants you permission to reproduce the aforementioned material subject to the terms and conditions indicated.
- 3. Acknowledgement: If any part of the material to be used (for example, figures) has appeared in our publication with credit or acknowledgement to another source, permission must also be sought from that source. If such permission is not obtained then that material may not be included in your publication/copies. Suitable acknowledgement to the source must be made, either as a footnote or in a reference list at the end of your publication, as follows:
- "Reprinted from Publication title, Vol /edition number, Author(s), Title of article / title of chapter, Pages No., Copyright (Year), with permission from Elsevier [OR APPLICABLE SOCIETY COPYRIGHT OWNER]." Also Lancet special credit "Reprinted from The Lancet, Vol. number, Author(s), Title of article, Pages No., Copyright (Year), with permission from Elsevier."
- 4. Reproduction of this material is confined to the purpose and/or media for which permission is hereby given.
- 5. Altering/Modifying Material: Not Permitted. However figures and illustrations may be altered/adapted minimally to serve your work. Any other abbreviations, additions, deletions and/or any other alterations shall be made only with prior written authorization of Elsevier Ltd. (Please contact Elsevier at permissions@elsevier.com). No modifications can be made to any Lancet figures/tables and they must be reproduced in full.
- 6. If the permission fee for the requested use of our material is waived in this instance, please be advised that your future requests for Elsevier materials may attract a fee.
- 7. Reservation of Rights: Publisher reserves all rights not specifically granted in the combination of (i) the license details provided by you and accepted in the course of this licensing transaction, (ii) these terms and conditions and (iii) CCC's Billing and Payment terms and conditions.
- 8. License Contingent Upon Payment: While you may exercise the rights licensed immediately upon issuance of the license at the end of the licensing process for the transaction, provided that you have disclosed complete and accurate details of your proposed use, no license is finally effective unless and until full payment is received from you (either by publisher or by CCC) as provided in CCC's Billing and Payment terms and conditions. If full payment is not received on a timely basis, then any license preliminarily granted shall be deemed automatically revoked and shall be void as if never granted. Further, in the event that you breach any of these terms and conditions or any of CCC's Billing and Payment terms and conditions, the license is automatically revoked and shall be void as if never granted. Use of materials as described in a revoked license, as well as any use of the materials beyond the scope of an unrevoked license, may constitute copyright infringement and publisher reserves the right to take any and all action to protect its copyright in the materials.
- 9. Warranties: Publisher makes no representations or warranties with respect to the licensed material.
- 10. Indemnity: You hereby indemnify and agree to hold harmless publisher and CCC, and their respective officers, directors, employees and agents, from and against any and all claims arising out of your use of the licensed material other than as specifically authorized pursuant to this license.
- 11. No Transfer of License: This license is personal to you and may not be sublicensed, assigned, or transferred by you to any other person without publisher's written permission.
- 12. No Amendment Except in Writing: This license may not be amended except in a writing signed by both parties (or, in the case of publisher, by CCC on publisher's behalf).
- 13. Objection to Contrary Terms: Publisher hereby objects to any terms contained in any purchase order, acknowledgment, check endorsement or other writing prepared by you, which terms are inconsistent with these terms and conditions or CCC's Billing and Payment terms and conditions. These terms and conditions, together with CCC's Billing and Payment terms and conditions (which are incorporated herein), comprise the entire agreement between you and publisher (and CCC) concerning this licensing transaction. In the event of any conflict between your obligations established by these terms and conditions and those established by CCC's Billing and Payment terms and conditions, these terms and conditions shall control.
- 14. Revocation: Elsevier or Copyright Clearance Center may deny the permissions described in this License at their sole discretion, for any reason or no reason, with a full refund payable to you. Notice of such denial will be made using the contact information provided by you. Failure to receive such notice will not alter or invalidate the denial. In no event will Elsevier or Copyright Clearance Center be responsible or liable for any costs, expenses or damage incurred by you as a result of a denial of your permission request, other than a refund of the amount(s) paid by you to Elsevier and/or Copyright Clearance Center for denied permissions.

LIMITED LICENSE

The following terms and conditions apply only to specific license types:

as that provided by Heron/XanEdu.

- 15. **Translation**: This permission is granted for non-exclusive world **English** rights only unless your license was granted for translation rights. If you licensed translation rights you may only translate this content into the languages you requested. A professional translator must perform all translations and reproduce the content word for word preserving the integrity of the article.
- 16. **Posting licensed content on any Website**: The following terms and conditions apply as follows: Licensing material from an Elsevier journal: All content posted to the web site must maintain the copyright information line on the bottom of each image; A hyper-text must be included to the Homepage of the journal from which you are licensing at http://www.sciencedirect.com/science/journal/xxxxx or the Elsevier homepage for books at http://www.elsevier.com; Central

Storage: This license does not include permission for a scanned version of the material to be stored in a central repository such

Licensing material from an Elsevier book: A hyper-text link must be included to the Elsevier homepage at http://www.elsevier.com. All content posted to the web site must maintain the copyright information line on the bottom of each image.

Posting licensed content on Electronic reserve: In addition to the above the following clauses are applicable: The web site must be password-protected and made available only to bona fide students registered on a relevant course. This permission is granted for 1 year only. You may obtain a new license for future website posting.

17. For journal authors: the following clauses are applicable in addition to the above:

Preprints:

A preprint is an author's own write-up of research results and analysis, it has not been peer-reviewed, nor has it had any other value added to it by a publisher (such as formatting, copyright, technical enhancement etc.).

Authors can share their preprints anywhere at any time. Preprints should not be added to or enhanced in any way in order to appear more like, or to substitute for, the final versions of articles however authors can update their preprints on arXiv or RePEc with their Accepted Author Manuscript (see below).

If accepted for publication, we encourage authors to link from the preprint to their formal publication via its DOI. Millions of researchers have access to the formal publications on ScienceDirect, and so links will help users to find, access, cite and use the best available version. Please note that Cell Press, The Lancet and some society-owned have different preprint policies. Information on these policies is available on the journal homepage.

Accepted Author Manuscripts: An accepted author manuscript is the manuscript of an article that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, peer review and editorauthor communications.

Authors can share their accepted author manuscript:

- immediately
 - via their non-commercial person homepage or blog
 - by updating a preprint in arXiv or RePEc with the accepted manuscript
 - via their research institute or institutional repository for internal institutional uses or as part of an invitation-only research collaboration work-group
 - o directly by providing copies to their students or to research collaborators for their personal use
 - for private scholarly sharing as part of an invitation-only work group on commercial sites with which Elsevier has an agreement
- After the embargo period
 - via non-commercial hosting platforms such as their institutional repository
 - o via commercial sites with which Elsevier has an agreement

In all cases accepted manuscripts should:

- link to the formal publication via its DOI
- bear a CC-BY-NC-ND license this is easy to do
- if aggregated with other manuscripts, for example in a repository or other site, be shared in alignment with our hosting policy not be added to or enhanced in any way to appear more like, or to substitute for, the published journal article.

Published journal article (JPA): A published journal article (PJA) is the definitive final record of published research that appears or will appear in the journal and embodies all value-adding publishing activities including peer review co-ordination, copy-editing, formatting, (if relevant) pagination and online enrichment.

Policies for sharing publishing journal articles differ for subscription and gold open access articles:

<u>Subscription Articles:</u> If you are an author, please share a link to your article rather than the full-text. Millions of researchers have access to the formal publications on ScienceDirect, and so links will help your users to find, access, cite, and use the best available version.

Theses and dissertations which contain embedded PJAs as part of the formal submission can be posted publicly by the awarding institution with DOI links back to the formal publications on ScienceDirect.

If you are affiliated with a library that subscribes to ScienceDirect you have additional private sharing rights for others' research accessed under that agreement. This includes use for classroom teaching and internal training at the institution (including use in course packs and courseware programs), and inclusion of the article for grant funding purposes.

<u>Gold Open Access Articles:</u> May be shared according to the author-selected end-user license and should contain a <u>CrossMark</u> logo, the end user license, and a DOI link to the formal publication on ScienceDirect.

Please refer to Elsevier's posting policy for further information.

- 18. **For book authors** the following clauses are applicable in addition to the above: Authors are permitted to place a brief summary of their work online only. You are not allowed to download and post the published electronic version of your chapter, nor may you scan the printed edition to create an electronic version. **Posting to a repository:** Authors are permitted to post a summary of their chapter only in their institution's repository.
- 19. **Thesis/Dissertation**: If your license is for use in a thesis/dissertation your thesis may be submitted to your institution in either print or electronic form. Should your thesis be published commercially, please reapply for permission. These requirements include permission for the Library and Archives of Canada to supply single copies, on demand, of the complete thesis and include permission for Proquest/UMI to supply single copies, on demand, of the complete thesis. Should your thesis be published commercially, please reapply for permission. Theses and dissertations which contain embedded PJAs as part of the formal submission can be posted publicly by the awarding institution with DOI links back to the formal publications on ScienceDirect.

Elsevier Open Access Terms and Conditions

You can publish open access with Elsevier in hundreds of open access journals or in nearly 2000 established subscription journals that support open access publishing. Permitted third party re-use of these open access articles is defined by the author's choice of Creative Commons user license. See our open access license policy for more information.

Terms & Conditions applicable to all Open Access articles published with Elsevier:

Any reuse of the article must not represent the author as endorsing the adaptation of the article nor should the article be modified in such a way as to damage the author's honour or reputation. If any changes have been made, such changes must be clearly indicated.

The author(s) must be appropriately credited and we ask that you include the end user license and a DOI link to the formal publication on ScienceDirect.

If any part of the material to be used (for example, figures) has appeared in our publication with credit or acknowledgement to another source it is the responsibility of the user to ensure their reuse complies with the terms and conditions determined by the rights holder.

Additional Terms & Conditions applicable to each Creative Commons user license:

CC BY: The CC-BY license allows users to copy, to create extracts, abstracts and new works from the Article, to alter and revise the Article and to make commercial use of the Article (including reuse and/or resale of the Article by commercial entities), provided the user gives appropriate credit (with a link to the formal publication through the relevant DOI), provides a link to the license, indicates if changes were made and the licensor is not represented as endorsing the use made of the work. The full details of the license are available at http://creativecommons.org/licenses/by/4.0.

CC BY NC SA: The CC BY-NC-SA license allows users to copy, to create extracts, abstracts and new works from the Article, to alter and revise the Article, provided this is not done for commercial purposes, and that the user gives appropriate credit (with a link to the formal publication through the relevant DOI), provides a link to the license, indicates if changes were made and the licensor is not represented as endorsing the use made of the work. Further, any new works must be made available on the same conditions. The full details of the license are available at http://creativecommons.org/licenses/by-nc-sa/4.0.

CC BY NC ND: The CC BY-NC-ND license allows users to copy and distribute the Article, provided this is not done for commercial purposes and further does not permit distribution of the Article if it is changed or edited in any way, and provided the user gives appropriate credit (with a link to the formal publication through the relevant DOI), provides a link to the license, and that the licensor is not represented as endorsing the use made of the work. The full details of the license are available at http://creativecommons.org/licenses/by-nc-nd/4.0. Any commercial reuse of Open Access articles published with a CC BY NC SA or CC BY NC ND license requires permission from Elsevier and will be subject to a fee. Commercial reuse includes:

- · Associating advertising with the full text of the Article
- · Charging fees for document delivery or access
- Article aggregation
- · Systematic distribution via e-mail lists or share buttons

Posting or linking by commercial companies for use by customers of those companies.

20. Other Conditions:

v1.9

Questions? <u>customercare@copyright.com</u> or +1-855-239-3415 (toll free in the US) or +1-978-646-2777.



ARTICLE AND VIDEO LICENSE AGREEMENT

itle of Article:	Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome		
Author(s):	Murat Akkuş, Selçuk Köse, Yaşar Sönmezoğlu		
tem 1: The Author elects to have the Materials be made available (as described a attp://www.jove.com/publish) via: Standard Access Open Access			
	lect one of the following items: or is NOT a United States government employee.		
	or is a United States government employee and the Materials were prepared in the his or her duties as a United States government employee.		

ARTICLE AND VIDEO LICENSE AGREEMENT

- Defined Terms. As used in this Article and Video 1. License Agreement, the following terms shall have the following meanings: "Agreement" means this Article and Video License Agreement; "Article" means the article specified on the last page of this Agreement, including any associated materials such as texts, figures, tables, artwork, abstracts, or summaries contained therein; "Author" means the author who is a signatory to this Agreement; "Collective Work" means a work, such as a periodical issue, anthology or encyclopedia, in which the Materials in their entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole; "CRC License" means the Creative Commons Attribution-Non Commercial-No Derivs 3.0 Unported Agreement, the terms and conditions of which can be found at: http://creativecommons.org/licenses/by-nc-
- nd/3.0/legalcode; "Derivative Work" means a work based upon the Materials or upon the Materials and other preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Materials may be recast, transformed, or adapted; "Institution" means the institution, listed on the last page of this Agreement, by which the Author was employed at the time of the creation of the Materials; "JoVE" means MyJove Corporation, a Massachusetts corporation and the publisher of The Journal of Visualized Experiments; "Materials" means the Article and / or the Video; "Parties" means the Author and JoVE; "Video" means any video(s) made by the Author, alone or in conjunction with any other parties, or by JoVE or its affiliates or agents, individually or in collaboration with the Author or any other parties, incorporating all or any portion

- of the Article, and in which the Author may or may not appear.
- 2. **Background.** The Author, who is the author of the Article, in order to ensure the dissemination and protection of the Article, desires to have the JoVE publish the Article and create and transmit videos based on the Article. In furtherance of such goals, the Parties desire to memorialize in this Agreement the respective rights of each Party in and to the Article and the Video.
- Grant of Rights in Article. In consideration of JoVE agreeing to publish the Article, the Author hereby grants to JoVE, subject to Sections 4 and 7 below, the exclusive, royalty-free, perpetual (for the full term of copyright in the Article, including any extensions thereto) license (a) to publish, reproduce, distribute, display and store the Article in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Article into other languages, create adaptations, summaries or extracts of the Article or other Derivative Works (including, without limitation, the Video) or Collective Works based on all or any portion of the Article and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, Derivative Works or Collective Works and(c) to license others to do any or all of the above. The foregoing rights may be exercised in all media and formats, whether now known or hereafter devised, and include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. If the "Open Access" box has been checked in Item 1 above, JoVE and the Author hereby grant to the public all such rights in the Article as provided in, but subject to all limitations and requirements set forth in, the CRC License.



ARTICLE AND VIDEO LICENSE AGREEMENT

- 4. **Retention of Rights in Article.** Notwithstanding the exclusive license granted to JoVE in **Section 3** above, the Author shall, with respect to the Article, retain the non-exclusive right to use all or part of the Article for the non-commercial purpose of giving lectures, presentations or teaching classes, and to post a copy of the Article on the Institution's website or the Author's personal website, in each case provided that a link to the Article on the JoVE website is provided and notice of JoVE's copyright in the Article is included. All non-copyright intellectual property rights in and to the Article, such as patent rights, shall remain with the Author.
- 5. **Grant of Rights in Video Standard Access.** This **Section 5** applies if the "Standard Access" box has been checked in **Item 1** above or if no box has been checked in **Item 1** above. In consideration of JoVE agreeing to produce, display or otherwise assist with the Video, the Author hereby acknowledges and agrees that, Subject to **Section 7** below, JoVE is and shall be the sole and exclusive owner of all rights of any nature, including, without limitation, all copyrights, in and to the Video. To the extent that, by law, the Author is deemed, now or at any time in the future, to have any rights of any nature in or to the Video, the Author hereby disclaims all such rights and transfers all such rights to JoVE.
- 6. Grant of Rights in Video - Open Access. This Section 6 applies only if the "Open Access" box has been checked in Item 1 above. In consideration of JoVE agreeing to produce, display or otherwise assist with the Video, the Author hereby grants to JoVE, subject to Section 7 below, the exclusive, royalty-free, perpetual (for the full term of copyright in the Article, including any extensions thereto) license (a) to publish, reproduce, distribute, display and store the Video in all forms, formats and media whether now known or hereafter developed (including without limitation in print, digital and electronic form) throughout the world, (b) to translate the Video into other languages, create adaptations, summaries or extracts of the Video or other Derivative Works or Collective Works based on all or any portion of the Video and exercise all of the rights set forth in (a) above in such translations, adaptations, summaries, extracts, Derivative Works or Collective Works and (c) to license others to do any or all of the above. The foregoing rights may be exercised in all media and formats, whether now known or hereafter devised, and include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. For any Video to which this **Section 6** is applicable, JoVE and the Author hereby grant to the public all such rights in the Video as provided in, but subject to all limitations and requirements set forth in, the CRC License.
- 7. **Government Employees.** If the Author is a United States government employee and the Article was prepared in the course of his or her duties as a United States government employee, as indicated in **Item 2** above, and any of the licenses or grants granted by the Author hereunder exceed the scope of the 17 U.S.C. 403, then the rights granted hereunder shall be limited to the maximum

- rights permitted under such statute. In such case, all provisions contained herein that are not in conflict with such statute shall remain in full force and effect, and all provisions contained herein that do so conflict shall be deemed to be amended so as to provide to JoVE the maximum rights permissible within such statute.
- 8. **Protection of the Work.** The Author(s) authorize JoVE to take steps in the Author(s) name and on their behalf if JoVE believes some third party could be infringing or might infringe the copyright of either the Author's Article and/or Video.
- 9. **Likeness, Privacy, Personality.** The Author hereby grants JoVE the right to use the Author's name, voice, likeness, picture, photograph, image, biography and performance in any way, commercial or otherwise, in connection with the Materials and the sale, promotion and distribution thereof. The Author hereby waives any and all rights he or she may have, relating to his or her appearance in the Video or otherwise relating to the Materials, under all applicable privacy, likeness, personality or similar laws.
- Author Warranties. The Author represents and warrants that the Article is original, that it has not been published, that the copyright interest is owned by the Author (or, if more than one author is listed at the beginning of this Agreement, by such authors collectively) and has not been assigned, licensed, or otherwise transferred to any other party. The Author represents and warrants that the author(s) listed at the top of this Agreement are the only authors of the Materials. If more than one author is listed at the top of this Agreement and if any such author has not entered into a separate Article and Video License Agreement with JoVE relating to the Materials, the Author represents and warrants that the Author has been authorized by each of the other such authors to execute this Agreement on his or her behalf and to bind him or her with respect to the terms of this Agreement as if each of them had been a party hereto as an Author. The Author warrants that the use, reproduction, distribution, public or private performance or display, and/or modification of all or any portion of the Materials does not and will not violate, infringe and/or misappropriate the patent, trademark, intellectual property or other rights of any third party. The Author represents and warrants that it has and will continue to comply with all government, institutional and other regulations, including, without limitation all institutional, laboratory, hospital, ethical, human and animal treatment, privacy, and all other rules, regulations, laws, procedures or guidelines, applicable to the Materials, and that all research involving human and animal subjects has been approved by the Author's relevant institutional review board.
- 11. **JoVE Discretion.** If the Author requests the assistance of JoVE in producing the Video in the Author's facility, the Author shall ensure that the presence of JoVE employees, agents or independent contractors is in accordance with the relevant regulations of the Author's institution. If more than one author is listed at the beginning of this Agreement, JoVE may, in its sole



ARTICLE AND VIDEO LICENSE AGREEMENT

discretion, elect not take any action with respect to the Article until such time as it has received complete, executed Article and Video License Agreements from each such author. JoVE reserves the right, in its absolute and sole discretion and without giving any reason therefore, to accept or decline any work submitted to JoVE. JoVE and its employees, agents and independent contractors shall have full, unfettered access to the facilities of the Author or of the Author's institution as necessary to make the Video, whether actually published or not. JoVE has sole discretion as to the method of making and publishing the Materials, including, without limitation, to all decisions regarding editing, lighting, filming, timing of publication, if any, length, quality, content and the like.

Indemnification. The Author agrees to indemnify JoVE and/or its successors and assigns from and against any and all claims, costs, and expenses, including attorney's fees, arising out of any breach of any warranty or other representations contained herein. The Author further agrees to indemnify and hold harmless JoVE from and against any and all claims, costs, and expenses, including attorney's fees, resulting from the breach by the Author of any representation or warranty contained herein or from allegations or instances of violation of intellectual property rights, damage to the Author's or the Author's institution's facilities, fraud, libel, defamation, research, equipment, experiments, property damage, personal injury, violations of institutional, laboratory, hospital, ethical, human and animal treatment, privacy or other rules, regulations, laws, procedures or guidelines, liabilities and other losses or damages related in any way to the submission of work to JoVE, making of videos by JoVE, or publication in JoVE or elsewhere by JoVE. The Author shall be responsible for, and shall hold JoVE harmless from, damages caused by lack of sterilization, lack of cleanliness or by contamination due to

the making of a video by JoVE its employees, agents or independent contractors. All sterilization, cleanliness or decontamination procedures shall be solely the responsibility of the Author and shall be undertaken at the Author's expense. All indemnifications provided herein shall include JoVE's attorney's fees and costs related to said losses or damages. Such indemnification and holding harmless shall include such losses or damages incurred by, or in connection with, acts or omissions of JoVE, its employees, agents or independent contractors.

- 13. **Fees.** To cover the cost incurred for publication, JoVE must receive payment before production and publication of the Materials. Payment is due in 21 days of invoice. Should the Materials not be published due to an editorial or production decision, these funds will be returned to the Author. Withdrawal by the Author of any submitted Materials after final peer review approval will result in a US\$1,200 fee to cover pre-production expenses incurred by JoVE. If payment is not received by the completion of filming, production and publication of the Materials will be suspended until payment is received.
- 14. **Transfer, Governing Law.** This Agreement may be assigned by JoVE and shall inure to the benefits of any of JoVE's successors and assignees. This Agreement shall be governed and construed by the internal laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision thereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to me one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CORRESPONDING AUTHOR

Name: Murat Akkuş

Department: Department of Thoracic Surgery

Institution: Mehmet Akif Ersoy Thoracic and Cardiovascular Surgery Training and Research

Hospital

Title: Transaxillary First Rib Resection for Treatment of the Thoracic Outlet Syndrome

Signature:

Date: 03.07.2020

Please submit a signed and dated copy of this license by one of the following three methods:

- 1. Upload an electronic version on the JoVE submission site
- 2. Fax the document to +1.866.381.2236
- 3. Mail the document to JoVE / Attn: JoVE Editorial / 1 Alewife Center #200 / Cambridge, MA 02140