

# Journal of the American College of Cardiology

#### Overview

As the leader in its field, *JACC* publishes original peer-reviewed clinical and experimental reports on all aspects of cardiovascular disease. Topics covered include coronary artery and valve disease, congenital heart defects, vascular surgery, cardiomyopathy, drug treatment, new diagnostic techniques, findings from the laboratory, and large multicenter studies of new therapies. *JACC* also publishes abstracts of papers presented at the annual scientific sessions of the American College of Cardiology and the reports and recommendations of the Bethesda Conferences on current topics in cardiovascular disease. 2019 Impact factor: 20.589.

Visit Website



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Global Print Circulation

25,723

Avg. Global Monthly Page Views

333,000

Avg. Global eTOC Distribution 24,586





#### Affiliation

American College of Cardiology

#### Audience

Cardiologists and physicians with a secondary interest in cardiology.

#### Editor-in-Chief

Valentín Fuster, MD, PhD

Issuance

50 times per year

# **Print Closings**

VOLUME/ISSUE	PUBLICATION DATE	SPACE CLOSING	RUN OF BOOK ARTWORK DUE	PREPRINTED SUPPLIED PIECES DUE
81/1	3-10 January 2023	12/02/2022	12/09/2022	12/16/2022
81/2	17 January 2023	12/09/2022	12/16/2022	12/27/2022
81/3	24 January 2023	12/15/2022	12/22/2022	01/04/2023
81/4	31 January 2023	12/22/2022	01/04/2023	01/11/2023
81/5	7 February 2023	01/03/2023	01/10/2023	01/18/2023
81/6	14 February 2023	01/10/2023	01/18/2023	01/25/2023
81/7	21 February 2023	01/18/2023	01/25/2023	02/02/2023
81/8	28 February 2023	01/24/2023	02/01/2023	02/08/2023
81/9	7 March 2023	02/01/2023	02/08/2023	02/15/2023
81/10	14 March 2023	02/08/2023	02/15/2023	02/23/2023
81/11	21 March 2023	02/15/2023	02/23/2023	03/02/2023
81/12	28 March 2023	02/23/2023	03/02/2023	03/09/2023
81/13	4 April 2023	03/01/2023	03/08/2023	03/15/2023
81/14	11 April 2023	03/07/2023	03/14/2023	03/21/2023
81/15	18 April 2023	03/14/2023	03/21/2023	03/29/2023
81/16	25 April 2023	03/21/2023	03/29/2023	04/06/2023
81/17	2 May 2023	03/29/2023	04/06/2023	04/13/2023
81/18	9 May 2023	04/05/2023	04/12/2023	04/19/2023
81/19	16 May 2023	04/11/2023	04/18/2023	04/25/2023
81/20	23 May 2023	04/18/2023	04/25/2023	05/03/2023





VOLUME/ISSUE	PUBLICATION DATE	SPACE CLOSING	RUN OF BOOK ARTWORK DUE	PREPRINTED SUPPLIED PIECES DUE
81/21	30 May 2023	04/25/2023	05/03/2023	05/11/2023
81/22	6 June 2023	05/02/2023	05/10/2023	05/17/2023
81/23	13 June 2023	05/10/2023	05/17/2023	05/24/2023
81/24	20 June 2023	05/17/2023	05/24/2023	06/01/2023
81/25	27 June 2023	05/24/2023	06/01/2023	06/08/2023
82/1	4 July 2023	06/01/2023	06/08/2023	06/15/2023
82/2	11 July 2023	06/07/2023	06/14/2023	06/21/2023
82/3	18 July 2023	06/13/2023	06/20/2023	06/27/2023
82/4	25 July 2023	06/20/2023	06/27/2023	07/06/2023
82/5	1 August 2023	06/27/2023	07/06/2023	07/13/2023
82/6	8 August 2023	07/06/2023	07/13/2023	07/20/2023
82/7	15 August 2023	07/13/2023	07/20/2023	07/27/2023
82/8	22 August 2023	07/20/2023	07/27/2023	08/03/2023
82/9	29 August 2023	07/26/2023	08/02/2023	08/09/2023
82/10	5 September 2023	08/02/2023	08/09/2023	08/17/2023
82/11	12 September 2023	08/08/2023	08/16/2023	08/23/2023
82/12	19 September 2023	08/16/2023	08/23/2023	08/30/2023
82/13	26 September 2023	08/23/2023	08/30/2023	09/07/2023
82/14	3 October 2023	08/29/2023	09/06/2023	09/13/2023
82/15	10 October 2023	09/05/2023	09/12/2023	09/20/2023
82/16	17 October 2023	09/12/2023	09/20/2023	09/27/2023
82/17	24 October 2023	09/20/2023	09/27/2023	10/05/2023
82/18	31 October 2023	09/27/2023	10/05/2023	10/12/2023
82/19	7 November 2023	10/05/2023	10/12/2023	10/19/2023
82/20	14 November 2023	10/12/2023	10/19/2023	10/26/2023
82/21	21 November 2023	10/19/2023	10/26/2023	11/02/2023
82/22	28 November 2023	10/26/2023	11/02/2023	11/09/2023



VOLUME/ISSUE	PUBLICATION DATE	SPACE CLOSING	RUN OF BOOK ARTWORK DUE	PREPRINTED SUPPLIED PIECES DUE
82/23	5 December 2023	10/31/2023	11/07/2023	11/14/2023
82/24	12 December 2023	11/07/2023	11/14/2023	11/21/2023
82/25	19-26 December 2023	11/14/2023	11/21/2023	11/30/2023

# **Cancellations:**

No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable. Dates subject to change.

### Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)	1/4 PAGE (BLACK & WHITE)
1X	\$ 7,175	\$ 4,805	\$ 3,165
6x	\$ 7,090	\$ 4,715	\$ 3,010
12X	\$ 6,975	\$ 4,660	\$ 2,975
24X	\$ 6,895	\$ 4,490	\$ 2,885
36x	\$ 6,735	\$ 4,375	\$ 2,785
48x	\$ 6,500	\$ 4,330	\$ 2,705
60х	\$ 6,465	\$ 4,160	\$ 2,650
72X	\$ 6,320	\$ 4,120	\$ 2,575
96x	\$ 6,160	\$ 3,950	\$ 2,485
120X	\$ 6,055	\$ 3,855	\$ 2,390
144X	\$ 5,930	\$ 3,790	\$ 2,330
192X	\$ 5,790	\$ 3,745	\$ 2,300

 3/4 COLOR STANDARD COLOR MATCHED COLOR 5 COLOR

 \$ 3,520
 \$ 1,435
 \$ 1,660
 \$ 5,155

CoverTips \$30,300

Outserts \$30,910





#### **Premium Positions**

Cover 4: 100% B/W Page rate

Cover 2: 50% B/W Page rate

Opposite TOC: 25% B/W Page rate

JACC Value Package for Recruitment/Classified Advertising | 4x Frequency Applied Week I. Regular Rate Week II. Regular Rate Week IV. FREE Please contact rep for further details.

### **Earned Rates**

Rates are based on the total units earned during a twelve-month period. Space purchased by a parent company and its subsidiaries is combined to determine earned rate.

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

#### **Inserts**

Furnished inserts are billed at the black and white rate times the number of insert pages.

Two-page insert (one leaf): Two-times earned frequency rate.

Four-page or larger insert: Black & White earned frequency rate.

### Composition

All production charges are net and non-commissionable

PRINTING	FULL PAGE	HALF PAGE	QUARTER PAGE
Black & White only	\$150	\$125	\$95

#### **Acceptance of Advertising**

The Publisher, Editor, and Association reserve the right to reject any advertising for any reason. Advertiser shall indemnify and hold harmless the Publisher, Editor, and the owner of the journal from and against any loss, expense, claim, or liability resulting from their advertisement. Advertiser warrants that its advertisements comply with all applicable laws, rules, and regulations. New copy must be submitted by ad space closing date.

# Classified / back of book print closings

VOLUME/ISSUE	PUBLICATION DATE	CLASSIFIED SPACE CLOSING & RUN OF BOOK ARTWORK DUE	
81/1	3-10 January 2023	11/23/2022	



<sup>\*</sup>State and local taxes may apply.



VOLUME/ISSUE	PUBLICATION DATE	CLASSIFIED SPACE CLOSING & RUN OF BOOK ARTWORK DUE
81/2	17 January 2023	12/02/2022
81/3	24 January 2023	12/08/2022
81/4	31 January 2023	12/15/2022
81/5	7 February 2023	12/21/2022
81/6	14 February 2023	01/03/2023
81/7	21 February 2023	01/10/2023
81/8	28 February 2023	01/17/2023
81/9	7 March 2023	01/24/2023
81/10	14 March 2023	02/01/2023
81/11	21 March 2023	02/08/2023
81/12	28 March 2023	02/15/2023
81/13	4 April 2023	02/22/2023
81/14	11 April 2023	02/28/2023
81/15	18 April 2023	03/07/2023
81/16	25 April 2023	03/14/2023
81/17	2 May 2023	03/21/2023
81/18	9 May 2023	03/28/2023
81/19	16 May 2023	04/04/2023
81/20	23 May 2023	04/11/2023
81/21	30 May 2023	04/18/2023
81/22	6 June 2023	04/24/2023
81/23	13 June 2023	05/02/2023
81/24	20 June 2023	05/10/2023
81/25	27 June 2023	05/17/2023
82/1	4 July 2023	05/24/2023
82/2	11 July 2023	05/31/2023
82/3	18 July 2023	06/06/2023



VOLUME/ISSUE	PUBLICATION DATE	CLASSIFIED SPACE CLOSING & RUN OF BOOK ARTWORK DUE
82/4	25 July 2023	06/13/2023
82/5	1 August 2023	06/20/2023
82/6	8 August 2023	06/27/2023
82/7	15 August 2023	07/06/2023
82/8	22 August 2023	07/13/2023
82/9	29 August 2023	07/19/2023
82/10	5 September 2023	07/26/2023
82/11	12 September 2023	08/01/2023
82/12	19 September 2023	08/08/2023
82/13	26 September 2023	08/16/2023
82/14	3 October 2023	08/22/2023
82/15	10 October 2023	08/28/2023
82/16	17 October 2023	09/05/2023
82/17	24 October 2023	09/12/2023
82/18	31 October 2023	09/20/2023
82/19	7 November 2023	09/27/2023
82/20	14 November 2023	10/05/2023
82/21	21 November 2023	10/12/2023
82/22	28 November 2023	10/19/2023
82/23	5 December 2023	10/24/2023
82/24	12 December 2023	10/31/2023
82/25	19-26 December 2023	11/07/2023

# Cancellations:

No cancellations will be accepted after closing date. Covers and preferred positions are non-cancellable. Dates subject to change.





# Classified / back of book print advertising

#### Rates

FREQUENCY	FULL PAGE (BLACK & WHITE)	1/2 PAGE (BLACK & WHITE)	1/4 PAGE (BLACK & WHITE)	1/8 PAGE (BLACK & WHITE)
1X	\$ 6,835	\$ 4,930	\$ 3,460	\$ 2,025
4X	\$ 6,820	\$ 4,895	\$ 3,315	\$ 1,925
8x	\$ 6,765	\$ 4,835	\$ 3,295	\$ 1,895
12X	\$ 6,710	\$ 4,770	\$ 3,255	\$ 1,855
24X	\$ 6,650	\$ 4,625	\$ 3,220	\$ 1,805
48x	\$ 6,420	\$ 4,540	\$ 3,085	\$ 1,805

MATCHED COLOR	5 COLOR	3/4 COLOR	STANDARD COLOR	CLASSIFIEDS (BACK-OF-BOOK): COLOR
\$ 1,650	\$ 5,130	\$ 3,500	\$ 1,425	\$ 690

### Confidential Email Inbox

Cost: \$40.

# **Agency Discount**

For information about our Agency discount (including those for in-house agencies), please contact your Sales Representative.

#### **Cancellations:**

Must be received in writing on or before the announced closing date.

# Run of Book Print Ads

### Sizing

Trim: 8" x 10-3/4"

Keep live matter 1/4" from all trim edges.

Binding: perfect; Jogs to head

**Printing Process:** Litho Web

Halftone Screen: Cover: 150 line screen Text: 150 line screen

AD SIZE	NON-BLEED	BLEED
Full Page	7-1/2" x 10-1/4"	8-1/4" x 11"
Spread	15" x 10"	16-1/4" x 11"
1/2 Horizontal	7" × 4-3/4"	8-1/4" × 5-1/4"
1/2 Vertical	3-1/4" x 10"	3-7/8" x 11"
1/4 Vertical	3-1/4" × 4-3/4"	3-7/8" x 5-1/4"





# **Specifications**

#### File Format

PDF or PDF/X-1a compliant files, saved as PDF version 1.4.

Transparencies within the supplied PDF(s) will be warned. The transparent elements contained in your file(s) must be converted within the native layout application or flattened in Acrobat using the High Resolution Flattener Presets to avoid overprint issues.

Saving your PDF to Acrobat 5 (PDF 1.4) compatibility will ensure transparent elements are flattened. *If the ad contains spot colors that are not converted to process colors (CMYK) before flattening, overprint and/or trap issues may occur.* 

The following layout applications yield the optimum results for creating a print-compliant PDF and are expected to follow all requirements listed in this document:

- InDesign version 2 or higher (CC preferred)
- · QuarkXPress version 6.5 or higher

Additional costs may apply if problems are encountered.

NOTE: When using Adobe Illustrator it is preferred to have all fonts converted to outline/paths, and files submitted as EPS files.

### **Images**

All high-resolution images and fonts must be included. TIFF & EPS files must conform to the following minimum resolution specifications:

- Grayscale and Color images: 300 dpi
- · Combination Grayscale and Color images: 500-900 dpi
- Line art (Bitmap) images: 900-1200 dpi

Higher image resolutions are acceptable as they exceed the minimum requirements, but in some cases unnecessary resolution will be discarded to achieve smaller file sizes.

#### **Fonts**

Use of OpenType and/or PostScript Type 1 fonts is encouraged. Include fonts for any embedded graphics. DO NOT use Type 3 or Multiple Master fonts. Avoid using Macintosh menu-stylized fonts, Macintosh "city" fonts (Chicago, Geneva, etc.) and Microsoft Outlook fonts (Tahoma, Impact, etc.).





### Page Layout

Regardless of the file format supplied, all ads must conform to the following specifications:

- Pages must be built to the final trim size. Any content that prints to the trim line must be extended an additional 1/8"
   (0.125") minimum bleed allowance beyond the trim on all sides.
- Any essential images or text ("live matter") should be positioned at least 1/4" (0.25") from trim edges.
- · Supply as single page files only.
- Right Reading, Portrait Mode, 100% size, No Rotation.
- All fonts and graphics must be either embedded or included with the files and conform to the format type listed above.
   Images must also conform to the specifications above for minimum image resolution.
- All color ads should be supplied as composite files.

- Reverse type should be no less than 6pt. Fine lettering (thin lines, serifs) should be restricted to one color.
- Embedded images should not be scaled, cropped/masked or rotated within the page layout application but instead should be manipulated in a proper image editing program (ex. Photoshop) and then imported into the page layout program at proper size and position.
- · DO NOT nest EPS files within EPS files.
- All lines and line art images should be of a minimum 1/3 pt thickness (1/2 pt for reverses) at final size to reproduce effectively on press.
- Special effects (ex. gradient, transparency, shadow, 3D effect)
   will be converted to raster object due to file compatibility.
- If needed, crop marks and SWOP color bars should be positioned 1/2" (0.50") outside trim (cannot appear within bleed area).

### Color Space

All color images and files are to be supplied as CMYK with a Total Area Coverage (TAC) not to exceed 300% for the darkest area of an image. Files supplied as RGB will be automatically converted to CMYK.

### **Spot Colors**

Spot colors are to be identified using the standard Pantone naming convention and not a custom color such as "Dark Blue." PMS colors will be converted to process unless otherwise specified. When using both art and layout programs be sure spot color naming is consistent in all applications (ex. Do not define both PMS 201CVC).

NOTE: Any non-intended spot colors will be converted to CMYK.

# Trapping and Screening

Overprints and knockouts should be defined. Files are NOT to be trapped or prescreened. Our Prepress service provider will use industry recognized trapping software to auto-trap your files for optimum performance and reproduction on press and will apply the appropriate screening. Note that these trap settings may force small text and fine graphics to overprint to hold registration on press.





#### **Proofs**

If submitting a proof for color match on press, please send a SWOP-certified contract color proof (with SWOP proofing bar or GATF proof comparator), produced from the final submitted file and imaged at 100% scale. Revised proofs must be supplied whenever a text or design change is made. For a list of current SWOP-approved proofs visit <a href="https://idealliance.org/systems-certification/certified-hard-copy-proofing-systems/">https://idealliance.org/systems-certification/certified-hard-copy-proofing-systems/</a>. Desktop inkjet printer proofs do not meet SWOP specifications. Elsevier cannot guarantee color match unless acceptable proof is provided. If a contract proof is not supplied Elsevier will run to standard ink densities and dot gains.

### Delivery

Submit PDF ad files to Elsevier ad portal at www.ads4els.com

# Conformance to Specs

Variances from the above specifications may not yield results that conform to Elsevier quality control standards.

# Supplied Print Ad Pieces

- · All pieces must be submitted to Publisher for approval of stock, design and other mechanical specifications
- · All pieces subject to editorial approval
- · Copy of piece must accompany insertion order
- · Failure to meet specifications & packaging guidelines may result in additional charges and/or delays with insertion.

#### **Deadlines**

Close Date for Booking: See space closing dates

**Delivery Date:** See preprinted supplied pieces dates

# **Specifications**

#### **Inserts**

- Size 2 page: 8-1/4" x 11"
- Size 4 page: 16-1/2" x 11", furnish folded to 8-1/4" x 11"
- Trimming: 1/8" trimmed off top, bottom, gutter and face. Keep all live matter 1/4" from all trim edges. Note that a 1/2" safety must also be applied to both sides of the gutter/spine.
- Insert Stock Weight: For 2 page 80# text preferred; 4 to 8 pages 60# text minimum; 80# text maximum. Inserts that do not meet these minimum/maximum weights must be sent to the publisher two weeks prior to advertising close date for evaluation and print compatibility.

# Quantity

Contact Ad Sales Services.

For conference copy distribution, contact Ad Sales Services





# **Packing**

- Packed in cartons one up, folded if four pages, flat if two pages.
- If sending for more than one issue, pack separately for each issue and clearly indicate journal title, issue date (month/year), product and quantity.
- Pieces should NOT be delivered shrink-wrapped.
- For conference copy distribution, contact Ad Sales Services

### Shipping

- All shipments must be clearly marked with journal title, issue date (month/year), product & quantity.
- If shipping pieces for more than one issue date, pack pieces for each issue separately and clearly delineate quantity for each.

#### SHIPPING ADDRESS

#### **Journal of the American College of Cardiology**

LSC Communications 13487 South Preston Highway LEBANON JCTN, KY 40150 United States

Attn: Elsevier Team

# Disposition of Reproduction Material

All digital ad files will be held for twelve months only unless otherwise notified. Left over inserts will be held until the issue mails. After issue mailing is completed any unused inserts for that issue will be destroyed unless otherwise indicated on the insertion order. Excess inserts held in storage beyond completion of insertion date will be subject to storage charges.

### For Contracts, Insertion Orders & Production Materials

Send new print ad files and submit pickup ads to www.ads4els.com.

# **Digital Specs**

#### Website

POSITIONS	AD	SIZE (PIXELS)	EXPANDABLE (PIXELS)	EXPANDABLE DIRECTION
Тор	Leaderboard	728 x 90	728 x 315	Down
Тор	Mobile Leaderboard	300 x 50 or 320 x 50	NA	NA
Side	MPU	300 x 250	600 x 250	Left
Side	Skyscraper	160 x 600 or 300 x 600	320 x 600	Left
On page load	Prestitial*	300 x 250 or 480 x 640	NA	NA

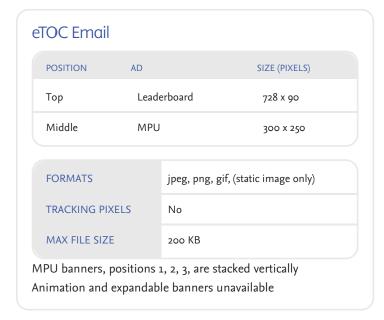




FORMATS	jpeg, png, gif, HTML5†, 3rd party tags
TRACKING PIXELS	Yes
MAX FILE SIZE	200 KB
MAX ANIMATION (TIME/LOOPS)	15 seconds/ 3 loops
PRESTITIAL FREQUENCY	1 impression/6hrs/user

<sup>\*</sup>Supply iFRAME tags for scrolling elements in ad; HTML5 must be provided as a 3rd party tag for prestitial banners.

†Excluding personally identifiable information (PII).



POSITION	AD		SIZE (PIXELS)	
Тор	Leaderboard		728×90	
Side	Skyscraper		160 x 600	
Middle	MPU		300 X 250	
FORMATS		jpeg, png, gif, (static image only)		
TRACKING PIXELS		No		
MAX FILE SIZE		200 KB		

Contact your sales representative for all digital advertising rates and opportunities.





### Rates

PLACEMENT	RATE	COMMENTS
Banner (CPM)	Available upon request	
eTOC Leaderboard	Available upon request	
eTOC Large Rectangle	Available upon request	
eTOC AIP	Available upon request	
Prestitial	Available upon request	

Digital rates vary by country, please contact the relevant contact person for rates outside of the US.





#### ELSEVIER TERMS AND CONDITIONS OF SUPPLY

2. Applicability These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and/or Services") and, along with the relevant Elsevier acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC "Elsevier' shall mean the company within the Elsevier green the Elsevier of the products and Every shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraudulent misrepresentation. Where Products are sold to the Client that contain third party product or software such a sale may be subject to additional license terms.

2. Offer and acceptance/ Description Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier or (if earlier) Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability of the ordered Products. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing the Products and Services from Elsevier for the account and use of no more than one identified eligible individual subscriber for valid personal use. Client acknowledges that violation of this representation and warranty will cause irreparable harm to Elsevier. Upon any violation of this representation and warranty, Elsevier shall be entitled to immediate injunctive relief requiring (elient lesevier and account and uses of no more than one identified eligible individual subscriber for valid personal use. Client acknowledges that violation of this representation and warranty, elsevier shall be entitled to immediate injunctive relief requiring eligible individual subscriber for valid personal use. Client acknowledges that violation of this representation and warranty, elsevier shall be entitled to immediate injunctive relief requiring the Products and Services and Evenice agreed by both prients to deliver the relevant order, including all actual recipients that have not been previously properly identified forms. Elsevier forms to comply with descriptions of the Products and Services and

3. Execution and modification of the order Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion. If, at the request of the Client, Elsevier renders additional Services in connection with the performance of the TC, Elsevier shall act in the name of, to the account of, and at the risk of the Client. Any dates specified by Elsevier for delivery/performance of the Products and Services are intended to be an estimate and time for delivery/performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.

4. Prices, taxes and currencies Unless otherwise agreed by Elsevier in writing the price/rates for the Products and Services shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Elsevier list shall provide to Elsevier Client is selling the Products, the Client is required to withold any tax on the amounts payable to Elsevier under the TC, then the amount of the payment will be automatically increased to fully offset such tax, so that the amount actually remitted to Elsevier, net of all taxes, equals the amount invoiced or otherwise due. The Client will promptly furnish Elsevier with the official receipt of payment of those taxes to the appropriate taxing authority. All financial transactions must be settled in the currency of the applicable Elsevier invoice. The Client will be solely responsible at its own cost for completing any foreign exchange-related procedures in the said territory that are necessary to make payments to Elsevier under the TC, including without limitation all bank charges and foreign exchange charges.

5. Payment Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. The Client may resell the Products before ownership has passed to it provided that any sale shall be effected in the ordinary course of the Client's business at full market value and any such as lae lae selsevier shall be entitle of the roduct not not withstanding that ownership of any of the copies of the Product has not passed from Elsevier. For the avoidance of doub no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 3% may be charged to the Client on an onthly basis for any sums outstanding, to the product of the product of payment in full, interest at the rate of 3% may be charged to the Client or an onthly basis for any sums outstanding, and any collection feets incurred by Elsevier. If the Client wishes to dispute any invoice of partly, the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for

6. Distribution The Client shall not engage in piracy, reproduction, or plagiarism of the Products or any other products of Elsevier or its affiliates, nor shall it directly or indirectly facilitate any other party to engage in those activities. The Client shall promptly notify Elsevier if it becomes aware of any piracy, reproduction, or plagiarism of the Products by any third party. The Client is solely responsible for collecting from its customers amounts due in respect of its sales of the Products, exercising full credit control and solely bearing all of its own losses resulting from any uncollected amounts. Delays or failures in obtaining such payments will not affect the Client's obligation to make payments to Elsevier under clause 5.

7. Intellectual property Copyright and other intellectual property rights to all Elsevier proposals, publications and other Products and or Services shall remain with Elsevier unless agreed otherwise in writing. The rights granted by Elsevier are restricted to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written permission of Elsevier. The rights granted by Elsevier are non-exclusive and for the purpose expressly agreed upon. Any other use shall require the prior written permission of Elsevier. The Client shall not acquire any intellectual property rights in the Products. No part of the Elsevier proposals, publications or Products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording or in any other manner or form, without the specific prior written permission of Elsevier.

8. Liability and claims TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kin imposed on Elsevier by operation of law; (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss not caused by any breach on the part of Elsevier; AND (ii) NETHER PARTY SONSIBLE FOR death OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTERT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE C SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY SOWN NEGLIGENCE. ELSEVIER'S LUBBLITY FOR ANY OTHER LOSS IMPUTABLE TO ITS SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TE CTO WHICH THE LIABILITY PARES. TO THE PARTY OF THE TE CTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. ANY LIABILITY FOR ANY OTHER COST OF THE PART OF THE PART OF THE TE CTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. AND ANY OTHER LOSS IN THE OTHER PARTY OF THE PART OF THE TE CTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. AND ANY ELSEVIER SUPPORTS AND ANY OTHER LOSS IN THE OTHER PARTY OF THE TOTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. AND ANY OTHER LOSS IN THE OTHER PARTY OF THE TE CTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. AND ANY OTHER PARTY OF THE TE CTO WHICH THE LIABILITY PARES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER SUPPORTS. AND ANY OTHER LOSS IN THE OTHER PARTY OF THE TE CTO WHICH THE LOSS IN TH

9. Force majeure If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

Advertising & Reprints Client is solely responsible for ensuring proposed advertising copy is received at Elsevier and all places of the extent possible.

An Advertising & Reprints Client is solely responsible for ensuring proposed advertising copy is received at Elsevier of the agreed period. Payment for the campaign will however be required in full. When change of copy is not received before the Closing Date, copy run in previous issue may be inserted. Client shall retain a complete copy of all materials delivered to Elsevier shall take reasonable care but shall not be liable for accidental loss or damage thereto. Client is solely responsible for any legal liability arising out of or relating to any Client advertisement or other content (the "Advertising Content"). Client represents and warrants that (i) Client holds the necessary rights to permit the use of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content by Elsevier for the purposes of this TC; (ii) the use, reproduction, distribution, or transmission of the Advertising Content will not violate any civil or criminal laws, rules or regulations or industry codes or any rights of any third parties including, but not limited to, infringement or misappropriation of any copyright, patent, tradees exeret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity; (iii) Advertising Content complies with any applicable leaves, rules, industry codes, regulations and generally prevailing custom and practice. Client agrees to indemnify Elsevier and to hold Elsevier harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses incurred by Elsevier, and to hold Elsevier harmless from any and all liability, or contract and

11. Audit Client shall allow Publisher's authorized representative at any reasonable time to have access to Client's premises (or to arrange for Publisher's authorized representatives to have access to other relevant premises) for the purpose of inspecting Client's facilities, books and records to verify Client's compliance with the TC.

12. Compliance with laws: Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement, including, without limitation, the RELX Suppliers Code of Conduct and Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Cornupt Practices Act and the UR Brobery Act of and those enforced in the country where business is being conducted and/or the Client's place of business or residency. Client and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or efficial of a government agency or any other government own, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official for the Client nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the parmonies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the Client, Elsevier, and/or any affiliate of Elsevier for personal gain or for that of Elsevier or Elsevier's affiliates (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of Productors or Services or the cerculator provided that such payments are permissible under the Applicable Laws. The Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or f

13. Cancellations & Returns If the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Orders for advertisements must be cancelled in writing prior to the relevant ad space closing date, but in the event that any cancellations are made after such date, Elsevier shall be entitled to charge the full cost of the advertisement. Any returns of the products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once these have been printed.

14. General The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceablity or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or any provision (or prosecuting any breach) of the TC will not be constructed as a waiver of any of its rights under the TC.

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