Journal of Pediatrics

Overview

The Journal of Pediatrics is an international peer-reviewed journal that advances pediatric research and serves as a practical guide for pediatricians who manage health and diagnose and treat disorders in infants, children, and adolescents. The Journal publishes original work based on standards of excellence and expert review. The Journal seeks to publish high quality original articles that are immediately applicable to practice (basic science, translational research, evidence-based medicine), brief clinical and laboratory case reports, medical progress, expert commentary, grand rounds, insightful editorials, "classic" physical examinations, and novel insights into clinical and academic pediatric medicine related to every aspect of child health. Published monthly since 1932, The Journal of Pediatrics continues to promote the latest developments in pediatric medicine, child health, policy, and advocacy. It is ranked 6th out of 117 journals in the Pediatrics category in the 2014 Journal Science Report, Thomson Reuters with 2013 Impact Factor of 3.736.

Topics covered in The Journal of Pediatrics include, but are not limited to:

- General Pediatrics
- Pediatric Subspecialties
- Adolescent Medicine
- Allergy and Immunology
- Cardiology
- Critical Care Medicine
- Developmental-Behavioral Medicine
- Endocrinology
- Gastroenterology
- Hematology-Oncology
- Infectious Diseases
- Neonatal-Perinatal Medicine
- Nephrology
- Neurology
- Emergency Medicine
- Pulmonology
- Rheumatology
- Genetics
- Ethics
- Health Service Research
- Pediatric Hospitalist Medicine

Mission Statement:
Through a rigorous process of evaluation and peer review, The Journal of Pediatrics strives to publish pediatric research of the highest value for a diverse audience of pediatric healthcare professionals: academic general and subspecialty physicians and clinicians, researchers, educators, practicing and general pediatricians, nurse practitioners/physician assistants, hospitalists, residents, fellows, and others. The Journal seeks to inform immediate care decisions, deepen knowledge, and advance further scientific discovery to improve the quality of care and the health of infants, children, and adolescents.
Display Advertising

Adam Moorad United States
212-633-3122
a.moorad@elsevier.com

Robert Bayliss Europe
44 20 7424 4454
r.bayliss@elsevier.com

Virginia Van Homrigh APAC
61 448 008159
v.vanhomrigh@elsevier.com

Derek Zakaib Canada
514-730-8837
derekjohnzakaib@gmail.com

Recruitment Advertising

Philip Prigal Global
347-556-0473
p.prigal@elsevier.com

Global Print Circulation
1,429

Avg. Global Monthly Visits
61,376

Avg. Global Monthly Unique Visitors
51,888

Avg. Global Monthly Page Views
103,714

Avg. Global eTOC Distribution
28,617

Affiliation
The Association of Medical School Pediatric Department Chairs, Inc.

Audience
Practicing pediatricians, pediatric subspecialists, neonatologists, and other health care professionals

Editor-in-Chief
William F. Balistreri, MD

Issuance
12 times per year
Print Closings

<table>
<thead>
<tr>
<th>VOLUME/ISSUE</th>
<th>PUBLICATION DATE</th>
<th>SPACE CLOSING</th>
<th>RUN OF BOOK ARTWORK DUE</th>
<th>PREPRINTED SUPPLIED PIECES DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>253C</td>
<td>February 2023</td>
<td>12/15/2022</td>
<td>12/20/2022</td>
<td>12/29/2022</td>
</tr>
<tr>
<td>254C</td>
<td>March 2023</td>
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<td>01/26/2023</td>
<td>02/02/2023</td>
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<tr>
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<td>April 2023</td>
<td>02/23/2023</td>
<td>02/27/2023</td>
<td>03/06/2023</td>
</tr>
<tr>
<td>256C</td>
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<td>04/04/2023</td>
</tr>
<tr>
<td>257C</td>
<td>June 2023</td>
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<td>05/02/2023</td>
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</tr>
<tr>
<td>258C</td>
<td>July 2023</td>
<td>05/24/2023</td>
<td>05/30/2023</td>
<td>06/06/2023</td>
</tr>
<tr>
<td>259C</td>
<td>August 2023</td>
<td>06/22/2023</td>
<td>06/27/2023</td>
<td>07/06/2023</td>
</tr>
<tr>
<td>260C</td>
<td>September 2023</td>
<td>07/25/2023</td>
<td>07/28/2023</td>
<td>08/04/2023</td>
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<tr>
<td>261C</td>
<td>October 2023</td>
<td>08/24/2023</td>
<td>08/29/2023</td>
<td>09/06/2023</td>
</tr>
<tr>
<td>262C</td>
<td>November 2023</td>
<td>09/25/2023</td>
<td>09/28/2023</td>
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</tr>
<tr>
<td>263C</td>
<td>December 2023</td>
<td>10/24/2023</td>
<td>10/27/2023</td>
<td>11/05/2023</td>
</tr>
</tbody>
</table>

Cancellations:

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

Rates

<table>
<thead>
<tr>
<th>FREQUENCY</th>
<th>FULL PAGE (BLACK &amp; WHITE)</th>
<th>1/2 PAGE (BLACK &amp; WHITE)</th>
<th>1/4 PAGE (BLACK &amp; WHITE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1x</td>
<td>$ 3,075</td>
<td>$ 2,170</td>
<td>$ 1,595</td>
</tr>
<tr>
<td>3x</td>
<td>$ 2,835</td>
<td>$ 2,005</td>
<td>$ 1,445</td>
</tr>
<tr>
<td>6x</td>
<td>$ 2,670</td>
<td>$ 1,890</td>
<td>$ 1,370</td>
</tr>
<tr>
<td>12x</td>
<td>$ 2,555</td>
<td>$ 1,805</td>
<td>$ 1,330</td>
</tr>
<tr>
<td>24x</td>
<td>$ 2,425</td>
<td>$ 1,730</td>
<td>$ 1,295</td>
</tr>
<tr>
<td>36x</td>
<td>$ 2,445</td>
<td>$ 1,680</td>
<td>$ 1,260</td>
</tr>
<tr>
<td>48x</td>
<td>$ 2,415</td>
<td>$ 1,665</td>
<td>$ 1,220</td>
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<tr>
<td>72x</td>
<td>$ 2,350</td>
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</table>

Matched Color

<table>
<thead>
<tr>
<th>MATCHED COLOR</th>
<th>4 COLOR</th>
<th>STANDARD COLOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 720</td>
<td>$ 1,690</td>
<td>$ 655</td>
</tr>
</tbody>
</table>

Cover Tips

$5,900

Outserts

$6,490
**Premium Positions**

Cover 4: 50% B/W Page rate  
Cover 2: 35% B/W Page rate  
Cover 3: 25% B/W Page rate  
Opposite TOC: 25% B/W Page rate  
First Right Hand Page: 25% B/W Page rate  
Other Preferred Positions: 10% B/W Page rate

**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

<table>
<thead>
<tr>
<th>PRINTING</th>
<th>FULL PAGE</th>
<th>HALF PAGE</th>
<th>QUARTER PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black &amp; White only</td>
<td>$150</td>
<td>$125</td>
<td>$95</td>
</tr>
</tbody>
</table>

**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.

*State and local taxes may apply.*
Classified / back of book print closings

<table>
<thead>
<tr>
<th>VOLUME/ISSUE</th>
<th>PUBLICATION DATE</th>
<th>CLASSIFIED SPACE CLOSING &amp; RUN OF BOOK ARTWORK DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>253C</td>
<td>February 2023</td>
<td>12/09/2022</td>
</tr>
<tr>
<td>254C</td>
<td>March 2023</td>
<td>01/17/2023</td>
</tr>
<tr>
<td>255C</td>
<td>April 2023</td>
<td>02/15/2023</td>
</tr>
<tr>
<td>256C</td>
<td>May 2023</td>
<td>03/17/2023</td>
</tr>
<tr>
<td>257C</td>
<td>June 2023</td>
<td>04/23/2023</td>
</tr>
<tr>
<td>258C</td>
<td>July 2023</td>
<td>05/18/2023</td>
</tr>
<tr>
<td>259C</td>
<td>August 2023</td>
<td>06/16/2023</td>
</tr>
<tr>
<td>260C</td>
<td>September 2023</td>
<td>07/19/2023</td>
</tr>
<tr>
<td>261C</td>
<td>October 2023</td>
<td>08/18/2023</td>
</tr>
<tr>
<td>262C</td>
<td>November 2023</td>
<td>09/19/2023</td>
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<tr>
<td>263C</td>
<td>December 2023</td>
<td>10/18/2023</td>
</tr>
<tr>
<td>264C</td>
<td>January 2024</td>
<td>11/14/2023</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>FREQUENCY</th>
<th>FULL PAGE (BLACK &amp; WHITE)</th>
<th>1/2 PAGE (BLACK &amp; WHITE)</th>
<th>1/4 PAGE (BLACK &amp; WHITE)</th>
<th>1/8 PAGE (BLACK &amp; WHITE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1x</td>
<td>$ 3,120</td>
<td>$ 2,405</td>
<td>$ 1,925</td>
<td>$ 1,170</td>
</tr>
<tr>
<td>3x</td>
<td>$ 2,930</td>
<td>$ 2,240</td>
<td>$ 1,770</td>
<td>$ 1,110</td>
</tr>
<tr>
<td>6x</td>
<td>$ 2,750</td>
<td>$ 2,125</td>
<td>$ 1,695</td>
<td>$ 1,050</td>
</tr>
<tr>
<td>12x</td>
<td>$ 2,650</td>
<td>$ 2,055</td>
<td>$ 1,665</td>
<td>$ 1,035</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COLOR</th>
<th>STANDARD COLOR</th>
<th>MATCHED COLOR</th>
<th>METALLIC COLOR</th>
<th>CLASSIFIEDS (BACK-OF-BOOK): COLOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>$ 1,655</td>
<td>$ 640</td>
<td>$ 705</td>
<td>$ 1,205</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 690</td>
</tr>
</tbody>
</table>

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:** 8-1/8” x 10-7/8”
- **1/4”** from all trim edges.
- **Binding:** Perfect; Jogs to head
- **Printing Process:** Inkjet
- **Halftone Screen:** Cover: 150 line screen Text: 150 line screen

<table>
<thead>
<tr>
<th>AD SIZE</th>
<th>NON-BLEED</th>
<th>BLEED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trim</td>
<td>8-1/8” x 10-7/8”</td>
<td></td>
</tr>
<tr>
<td>Full Page</td>
<td>7-5/8” x 10-3/8”</td>
<td>8-3/8” x 11-1/8”</td>
</tr>
<tr>
<td>Spread</td>
<td>15” x 10”</td>
<td>16-1/2” x 11-1/8”</td>
</tr>
<tr>
<td>1/2 Horizontal</td>
<td>7” x 5”</td>
<td>8-3/8” x 5-11/16”</td>
</tr>
<tr>
<td>1/2 Vertical</td>
<td>3-1/2” x 10”</td>
<td>4-5/16” x 11-1/8”</td>
</tr>
<tr>
<td>1/4 Page</td>
<td>3-1/2” x 5”</td>
<td></td>
</tr>
</tbody>
</table>

### Specifications

#### File Format
**PDF or PDF/X-1a compliant files, saved as PDF version 1.3.**
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 4 (PDF 1.3) 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 (CS 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 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:

- Final size must meet journal trim size and include 1/8" bleed image on all four sides.
- Files will include trim marks with a minimum 3/16" offset
- No content is to be within 1/4" of all 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.
- Crop marks and SWOP color bars must be included and positioned 1/2" outside trim.

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 201CV and PMS 201CVC). 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 https://idealliance.org/systems-certification/certified-hard-copy-proofing-systems/. 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.
Supplied Print Ad Pieces

**Size - 2 page:** 8-3/8" x 11-1/8"

**Size - 4 page:** 16-3/4" x 11-1/8"

**Trimming:** 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.

**Closing Date for Booking Inserts:** Same as ad space closing

**Insert delivery date:** See Insert due dates

All inserts must be submitted to Publisher for approval of stock, design and other mechanical specifications. 

Copy of insert must accompany insertion order

*Note: Failure to meet insert specifications & packaging guidelines may result in additional charges and/or delays with insertion.*

Insert Quantity

Contact Ad Sales Services. For conference copy distribution, contact Ad Sales Services.

Insert Packing & Shipping Instructions

Inserts packed one up, folded if four pages, flat if two pages. All inserts must be delivered to the printer in cartons, with journal title, quantity, product & issue date (month/year) clearly marked. If shipping inserts for more than one issue date, inserts must be packed separately and clearly marked indicating journal title, issue date (month/year) and quantity.

Insert Shipments Address

**Journal of Pediatrics**

Sheridan Press

450 Fame Avenue

Hanover, PA 17331-1585

United States

Attn: Elsevier Team

Disposition of Reproduction Materials

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

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>AD</th>
<th>SIZE (PIXELS)</th>
<th>EXPANDABLE (PIXELS)</th>
<th>EXPANDABLE DIRECTION</th>
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</thead>
<tbody>
<tr>
<td>Top</td>
<td>Leaderboard</td>
<td>728 x 90</td>
<td>728 x 315</td>
<td>Down</td>
</tr>
<tr>
<td>Top</td>
<td>Mobile Leaderboard</td>
<td>300 x 50 or 320 x 50</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Side</td>
<td>MPU</td>
<td>300 x 250</td>
<td>600 x 250</td>
<td>Left</td>
</tr>
<tr>
<td>Side</td>
<td>Skyscraper</td>
<td>160 x 600 or 120 x 600</td>
<td>320 x 600</td>
<td>Left</td>
</tr>
<tr>
<td>On page load</td>
<td>Prestitial*</td>
<td>300 x 250 or 480 x 640</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

**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

*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).

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eTOC Email

<table>
<thead>
<tr>
<th>POSITION</th>
<th>AD</th>
<th>SIZE (PIXELS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top</td>
<td>Leaderboard</td>
<td>728 x 90</td>
</tr>
<tr>
<td>Middle</td>
<td>MPU</td>
<td>300 x 250</td>
</tr>
</tbody>
</table>

**FORMATS**
jpeg, png, gif, (static image only)

**TRACKING PIXELS**
No

**MAX FILE SIZE**
200 KB

MPU banners, positions 1, 2, 3, are stacked vertically
Animation and expandable banners unavailable

AIP Email

<table>
<thead>
<tr>
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**MAX FILE SIZE**
200 KB

Animation and expandable banners unavailable

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


1. Applicability and jurisdiction.

This agreement may be applied to offers, proposals, and amendments made by the Buyer to the extent that the Buyer and any third party or its affiliate ("the Client") relating to the products and/or services offered ("the Products and/or Services") and, along with the relevant Buyer acknowledgement, shall form the entire agreement between the parties for the TC. They supersede any previous proposals, offers, or negotiations by email.

2. Offer and acceptance/Description.

The Client shall be bound by the terms and conditions of the TC which shall form the whole agreement between the Client and the Company in respect of the Products or Services set out on the Buyer under the TC or as set out on any order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall apply and the TC shall prevail. Any variation to the TC and any representations about the Products and Services shall be effective only if expressly agreed in writing and signed by an authorized signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraud or fraudulent misrepresentation.

3. Cancellations & Returns.

Where the Products or Services are delivered to the Client, the Client shall not be entitled to cancel or return any Products or Services without the prior written consent of Elsevier.

4. Prices, taxes and currencies.

Unless otherwise agreed by Elsevier in writing the Products and Services shall be sold by Elsevier at elsevier's current price list (whether price or order). All such prices shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall be exclusive of all taxes, import duties or other levies imposed on the sale or export of the Products or Services by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Elsevier shall provide the Client with a VAT registration number or other tax identification number.

5. Liability and claims.

Where any Product is alleged to infringe any third party intellectual property rights, subject to the provisions of the TC, Elsevier shall not be liable for any such infringement and, at Elsevier’s option, it shall at its own cost either (i) obtain for the Client, at Elsevier’s cost, a licence for the Client to continue using such Product; (ii) replace such Product with other Product which is not so infringing; or (iii) refund, at Elsevier’s cost, the purchase price paid by the Client for such Product.


The Client shall not sell, resell, reproduce, or republish any part of the Products or any other products of Elsevier, unless it is directly or indirectly facilitated or encouraged by Elsevier in writing. The Client may not sell, resell, reproduce, or republish any part of the Products or any other products of Elsevier, unless it is directly or indirectly facilitated or encouraged by Elsever in writing. The Client has entered into this TC in consideration of the services provided by Elsevier and any non-excludable liability arising out of or related to the Advertising Content or Client’s breach or alleged breach of any of the foregoing representations and warranties shall not be limited by the provisions of the TC.

7. Audit.

All advertising schedules, schedules of payments, and/or ads shall be audited by the Client at the Client’s sole cost and expense, before publication for accuracy and consistency with the requirements of this TC. If any such audit discloses any discrepancy, the Client shall have the right to (i) require Elsevier to make any necessary corrections; (ii) require Elsevier to refund any published ad that was not published, or which was published, in accordance with the Client’s instructions; and (iii) require Elsevier to charge back the Client for any unreimbursed fees or expenses paid by Elsevier for any published ad that was not published, or which was published, in accordance with the Client’s instructions.

8. Liability and claims.

Where any Product is alleged to infringe any third party intellectual property rights, subject to the provisions of the TC, Elsevier shall not be liable for any such infringement and, at Elsevier’s option, it shall at its own cost either (i) obtain for the Client, at Elsevier’s cost, a licence for the Client to continue using such Product; (ii) replace such Product with other Product which is not so infringing; or (iii) refund, at Elsevier’s cost, the purchase price paid by the Client for such Product.


If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other act of God, or frequent exchange-related causes, the 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 unable to perform due to such causes. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with its obligations set forth in this TC, except to the extent it is unable to do so due to such causes.

10. General.

Nothing in the TC shall be construed as creating an obligation to indemnify the other party against the other party’s own liability. The Client shall not remove, obscure, alter or delete any watermarks, labels, or other means by which the Client shall be identifiable as the Client.

11. Audit.

Audited copy shall be returned promptly to the Client within 10 business days of receipt by Elsevier, or within 15 business days in the case of synchronized copy. Elsevier shall have the right, at any time, to review and audit the Client’s statements of the number of impressions, the number of actual visits, and the number of impressions or visits actually delivered by Elsevier.

12. Compliance with laws.

The Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any commercial contact or Government Official for the purpose or intent to induce such commercial contact or Government Official to act or not to act, in connection with any matter or business transacted by or on behalf of Elsevier. A Prohibited Payment is any gift, remuneration, or reward for any act or forbearance in connection with any matter or business transacted by or on behalf of Elsevier.

13. Cancellations & Returns.

Laws. The Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any commercial contact or Government Official for the purpose or intent to induce such commercial contact or Government Official to act or not to act, in connection with any matter or business transacted by or on behalf of Elsevier. A Prohibited Payment is any gift, remuneration, or reward for any act or forbearance in connection with any matter or business transacted by or on behalf of Elsevier.


The Client shall enter into the TC in consideration of the services provided by Elsevier and any non-excludable liability arising out of or related to the Advertising Content or Client’s breach or alleged breach of any of the foregoing representations and warranties shall not be limited by the provisions of the TC.

15. Audit.

The Client is solely responsible for ensuring proposed advertising copy is received at Elsevier in electronic form (or such other form as specified by Elsevier) and within the relevant deadline set by Elsevier (the “Closing Date”). Where copy is received late or not at all, Elsevier will endeavour to do so, and Elsevier shall not be liable to the Client for any failure to produce advertising copy as a result of the Client’s failure to ensure that advertising copy is received at Elsevier in electronic form (or such other form as specified by Elsevier) and within the relevant closing date set by Elsevier.


The Client is solely responsible for collecting from its customers any amounts due in respect of the sale of the Products, paying full control and safely keeping and using any surplus resulting from any unallocated amounts. Delay or failure in obtaining such payments will not affect the Client’s obligation to provide the Products under this TC.

17. Intellectual property.

Copyright and other intellectual property rights in all Elsevier publications, proposals, and other products or services relating to the sale of the Products or Services shall remain with Elsevier unless agreed in writing. The rights granted by Elsevier are to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written agreement of Elsevier. If any of the rights granted by Elsevier are non-exclusive and for the Client’s own use, and not for resale by the Client.

18. Liability and claims.

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 jurisdiction of the English courts for the purpose of enforcing any arbitration agreement or arbitration clause in the TC. The parties agree to submit to the jurisdiction of the English courts for the purpose of enforcing any arbitration agreement or arbitration clause in the TC.


If an Event of Force Majeure occurs, neither party shall be liable for any breach or failure to perform its obligations under the TC. The rights granted by Elsevier are to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written agreement of Elsevier. If any of the rights granted by Elsevier are non-exclusive and for the Client’s own use, and not for resale by the Client.

20. Audit.

If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other act of God, or frequent exchange-related causes, the 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 unable to perform due to such causes. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with its obligations set forth in this TC, except to the extent it is unable to do so due to such causes.