



# Pediatric News®

## 2010 Rate Card

EFFECTIVE JANUARY 1, 2010

### ELSEVIER / INTERNATIONAL MEDICAL NEWS GROUP

#### EDITORIAL AND PRODUCTION OFFICE

5635 Fishers Lane, Suite 6000  
Rockville, MD 20852  
Tel: 240-221-4500  
Fax: 240-221-4400

#### ADVERTISING SALES OFFICE

60 Columbia Road, Bldg. B  
Morristown, NJ 07960  
Tel: 973-290-8200  
Fax: 973-290-8250  
Fax: 973-290-8245

#### DISPLAY ADVERTISING

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Advertising and Financial  
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INTERNATIONAL  
MEDICAL NEWS  
GROUP

[www.pediatricnews.com](http://www.pediatricnews.com)  
[www.imng.com](http://www.imng.com)



**GENERAL INFORMATION**

Published by: Elsevier/International Medical News Group (IMNG).

**ISSUANCE**

Monthly

**ESTABLISHED**

1967

**ORGANIZATION AFFILIATION**

Independent; AMM; ABM; BPA Worldwide.

**CIRCULATION SUMMARY:**

*Pediatric News* reaches 49,792 specialists in pediatrics, pediatric infectious diseases and pediatric nurse practitioners.

**EDITORIAL**

The newspaper provides practicing pediatric specialists with timely and relevant news and commentary about clinical developments in their field and about the impact of health care policy on their specialty and their practice. All articles are researched, written and produced by a full-time staff of professional medical journalists.

**EDITORIAL/ADVERTISING RATIO**

55% editorial/45% advertising

**CONTRACT AND COPY REGULATIONS**

- a. All contracts and contents of advertisements are subject to IMNG's approval. IMNG reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment.
- b. IMNG reserves the right to inspect and approve all web site advertising. Proof must be submitted to IMNG no later than the ad space closing date.
- c. Sweepstakes ads are prohibited by AMA list rental agreement.
- d. IMNG reserves the right to put the word "Advertisement" on advertising which, in IMNG's opinion, resembles editorial material.
- e. IMNG guarantees uniform rates and discounts to all advertisers using same amount and kind of space. No exceptions to published rates.
- f. Only insertions of a parent company and subsidiaries are combined to determine the earned rate.
- g. Rates are subject to change with 90 days' notice. Contracts accepted with the understanding that rates will be guaranteed up to three months beyond last issue closed. In the event of a rate increase, contracts may be terminated without penalty of short rate.

- h. After firm space commitment has been made, extensions will be given for reproduction materials. If ad copy is not provided by closing date, IMNG reserves the right to repeat a former ad.

**ADVERTISERS' INDEX**

Back-of-book

**ADVERTISING SERVICES**

- a. Convention Bonus Distribution:
  - September Issue: American Academy of Pediatrics, San Francisco, CA; October 2-5, 2010.
- b. **PQ Report:** Submit your close-end questions to *Pediatric News* readers. Free to qualifying advertisers in August issue.
- c. Sales force bulk subscription discount available.

**CIRCULATION**

	Office-based	Hospital Staff	Residents	Other	Osteopaths	Total
Pediatrics	39,824	4,296	2,404	495	540	47,559
Pediatric Infectious Diseases	49	22	4		2	77
Pediatric Nurse Practitioners					2,156	2,156
<b>Total Distribution</b>	<b>39,873</b>	<b>4,318</b>	<b>2,408</b>	<b>2,651</b>	<b>542</b>	<b>49,792</b>

Based on July 2009 BPA.

**AGENCY COMMISSION, CREDIT AND DISCOUNT TERMS**

- a. Agency Commission: 15% on all ads.
- b. Agency is responsible for payment of all advertising ordered and published. If payment is defaulted, publisher shall have the right to hold the advertiser and the advertising agency jointly and severally liable for such monies due IMNG for contracted and published ad space.
- c. 15% agency commission subject to withdrawal on accounts not paid within 60 days of invoice notice.

**CANCELLATIONS**

- a. Notification in writing of space cancellations must be received by space closing deadline.
- b. If space is cancelled after deadline or material received too late, the advertiser will be charged for the insertion.
- c. Cover positions are noncancelable.



**2010 ISSUE AND CLOSING DATES**

Issue Dates	Space Close	Materials Due
January	December 18, 2009	December 29, 2009
February	January 26, 2010	February 2, 2010
March	February 24	March 3
April	March 31	April 7
May	April 28	May 5
June	May 26	June 4
July	June 25	July 7
August	July 30	August 6
September	August 27	September 7
October	September 28	October 5
November	October 27	November 3
December	November 29	December 6

**ADVERTISING RATES**

**BLACK-AND-WHITE RATES**

	1x	3x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
King	\$5,405	\$5,360	\$5,260	\$5,230	\$5,105	\$5,035	\$4,920	\$4,875	\$4,800	\$4,755	\$4,685	\$4,625	\$4,550	\$4,475
3/4 Page	5,070	5,015	4,945	4,850	4,720	4,605	4,470	4,415	4,330	4,250	4,110	4,050	4,000	3,880
Island Page	3,985	3,945	3,880	3,810	3,660	3,590	3,500	3,420	3,380	3,355	3,280	3,230	3,195	3,150
1/2 page	3,905	3,850	3,785	3,720	3,520	3,480	3,410	3,330	3,275	3,230	3,190	3,115	3,085	3,015
1/4 Page	1,960	1,935	1,915	1,880	1,770	1,750	1,725	1,640	1,630	1,590	1,580	1,565	1,550	1,515

**COLOR RATES** (In addition to Black-and-White Rates.)

Standard Color	\$ 920
Matched Color	1,220
Metallic (in addition to color rates)	165
Four Color	2,630
Five Color	3,740

**SPECIAL POSITIONS**

Page 3 – Earned king rate + 30% (plus color)
Fourth Cover – Earned king rate + 60% (plus color)
Center Spread – Earned king rate + 25% (plus color)
Please consult sales representative for additional special positions.
<b>BLEED</b> Full-page bleed or gutter bleed (accepted for spreads only): no charge.

**INSERTS**

	1x	3x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
2-Pg A-size	\$8,210	\$8,125	\$7,995	\$7,850	\$7,540	\$7,395	\$7,210	\$7,045	\$6,965	\$6,910	\$6,755	\$6,655	\$6,580	\$6,490
2-Pg King	11,135	11,040	10,835	10,775	10,515	10,370	10,135	10,045	9,890	9,795	9,650	9,530	9,375	9,220
4-Pg A-size	16,420	16,255	15,985	15,695	15,080	14,790	14,420	14,090	13,925	13,825	13,515	13,310	13,165	12,980
4-Pg King	22,270	22,085	21,670	21,550	21,035	20,745	20,270	20,085	19,775	19,590	19,300	19,055	18,745	18,435
6-Pg A-size	24,625	24,380	23,980	23,545	22,620	22,185	21,630	21,135	20,890	20,735	20,270	19,960	19,745	19,465
6-Pg King	33,405	33,125	32,505	32,320	31,550	31,115	30,405	30,130	29,665	29,385	28,955	28,585	28,120	27,655
8-Pg A-size	32,835	32,505	31,970	31,395	30,160	29,580	28,840	28,180	27,850	27,645	27,025	26,615	26,325	25,955
8-Pg King	44,535	44,165	43,340	43,095	42,065	41,490	40,540	40,170	39,550	39,180	38,605	38,110	37,490	36,875



**CORPORATE DISCOUNTS**

**a. Earned Frequency:** Earned frequencies are determined by number of insertions in all IMNG and Elsevier Society News Group newspapers and Elsevier Oncology publications to provide maximum frequency discounts to advertisers, regardless of size. Space purchased by a parent company and subsidiaries is combined in calculating earned rate. When number of insertions is greater or less than indicated by contract, rates are adjusted accordingly.

**b. Corporate Advertising Volume Discount:** IMNG and Elsevier Society News Group newspapers and Elsevier Oncology publications are offering a volume corporate discount for 2010. The discount level is based on either the company's promotional spend level in 2009 or projected promotional spend level for 2010. Eligibility is based on gross dollars and will be earned on first dollar spent. The corporate discount will be subject to adjustment at year-end if company's spend level earns next discount level.

The scale of the discount is as follows:

Gross Dollars	Percentage Discount
\$ 300,000	0.5%
500,000	1%
750,000	1.5%
1,000,000	2%
1,500,000	3%
2,000,000	4%
3,000,000	5%
4,000,000	6%
5,000,000	7%

**c. Simplified Incentive Program:** Advertisers whose total advertising spend level is \$1,750,000 or above may choose to take advantage of IMNG's Simplified Incentive Program (SIP). SIP is a percentage discount calculated individually for each advertiser and is in lieu of all other incentive programs for 2010, including Continuity, King-Four Plus, Double Impact, Prepayment, New Product Launch, and Corporate Volume Discount programs. The PowerBuy and all IMNG combination rates are still applicable. Certain frequency levels must be reached for advertisers choosing the SIP.

**ADDITIONAL ADVERTISING OPPORTUNITIES**

**SPLIT RUNS**

**a. Specifications**

1. Split runs can be either geographic (state or zip code) or demographic. If IMNG matches supplied data, records must include Medical Education (M.E.) numbers.
2. Inserts and ROB advertising units are accepted.
3. Split-run insertions will count toward earning frequency discounts.
4. All split-run ROB advertising units must be the same size. No units larger than one king-size page plus one island page will be accepted.
5. Split-run additional production charges are commissionable.
6. Split runs for a percentage of the circulation in any combination buy are calculated at the individual publication's rates.

**b. Split-run Rates—Inserts**

1. If utilizing less than 25% of the publication's circulation—rate is 50% of the full-run cost.
2. If utilizing 26-50% of the publication's circulation—rate is 60% of the full-run cost.
3. If utilizing 51% or more of the publication's circulation—rate is 100% of the full-run cost.
4. No production charges for inserts.

**c. Split-run Rates—Run-of-book**

1. If utilizing less than 25% of the publication's circulation—rate is 50% of the full-run cost plus full color charges.
2. If utilizing 26-50% of the publication's circulation—rate is 60% of the full-run cost plus full color charges.
3. If utilizing 51% or more of the publication's circulation—rate is 100% of the full-run cost plus full color charges.
4. Split-run Production Charges—Run-of-book: \$900 per split-run page.

**BUSINESS REPLY MAIL CARDS**

Business reply mail cards (BRMs) will be accepted on a space-available basis. BRM Cost = Earned frequency rate of ROB island page + 20%. Please consult Production Department for specifications, as BRM cards must be approved by Production Department for compliance with bindery requirements (submit 5 samples or comp). Client is strongly advised to get approval of BRM cards from the USPS Business Center.



### ADVERTISING INCENTIVE PROGRAMS

#### KING-FOUR PLUS DISCOUNT PROGRAM

Any four-page or larger A-size ad unit (insert or ROB) is eligible to be converted to four or more king-size ROB pages. Rates apply to any four-page or larger king ROB unit. Four color charges included. Five color additional charge. Full-run only. Refer to Specifications for production requirements.

##### *Pediatric News* King-Four Plus Rates

	1x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
King 4-pg	\$24,305	\$23,880	\$23,595	\$22,980	\$22,695	\$22,330	\$22,000	\$21,840	\$21,735	\$21,430	\$21,225	\$21,085	\$20,900
King 6-pg	35,120	34,475	34,050	33,130	32,700	32,150	31,660	31,415	31,265	30,805	30,500	30,285	30,010
King 8-pg	45,930	45,075	44,505	43,280	42,705	41,975	41,320	40,995	40,790	40,180	39,770	39,485	39,115

#### NEW PRODUCT LAUNCH PROGRAM

Place your new product launch unit in four (4) consecutive issues of *Pediatric News* and receive 50% off the space and color charges of your fourth (4<sup>th</sup>) insertion. Only new products and line extensions are eligible for this program. Pre-launch ad units are not eligible. Launch ad unit must be same size for all four insertions. Discounted ad unit counts towards frequency. All IMNG combination discounts apply. Launch Program may not be combined with Continuity Program. Premium position charges do not qualify for 50% discount. Full-run ads only.

#### CONTINUITY DISCOUNT PROGRAM

*Please select one program. (Programs cannot be combined.)*

- a. Run an ad for the same product in six (6) issues of *Pediatric News* during 2010 and receive 50% off your 7<sup>th</sup> insertion. Ads do not need to run consecutively, but ad unit size must be identical for all seven insertions. Premium position charges do not qualify for 50% discount.
- b. Run an ad for the same product in every issue (12) of *Pediatric News* during 2010 and receive the 12<sup>th</sup> insertion at no charge. Varying ad unit sizes will be averaged to determine free ad unit. Premium position charges still applicable on free ads. Free ads do not count towards earned frequency.
- c. Run an ad for the same product in every issue (12) of *Pediatric News* during 2010 and deduct 8.3% off each insertion throughout the year.

Program available to full-run and full-cost split-run advertisers; ROB production charges apply.

#### DOUBLE IMPACT DISCOUNT PROGRAM

Run two (2) insertions for the same product in the same issue of *Pediatric News* and the second advertising unit is discounted 30% off black-and-white rates. When ad units differ in size, the 30% discount is applied to the smaller ad unit. Full color charges on both ads; no position guarantees. Program applies to full-run ads only.

#### MARKET COMBINATION DISCOUNT PROGRAM

Combination discounts are available for advertisers placing insertions for the same product during the same month in IMNG and/or Elsevier Society News Group newspapers.

Please refer to the 2010 Combination Rate Card, which can be found on [www.imng.com](http://www.imng.com), for combination rates.



**COVER TIPS**

- Cost includes IMNG printing of your creative provided to specifications (one-sided, 4-color).
- Issue polybagged to protect cover tip.
- Corporate discounts apply.
- Cost is non-commissionable.
- Cost per issue \$41,080 net.

**SPACE RESERVATIONS**

Available on a first-come, first-serve basis. Please consult your sales representative.

**IMNG COVER TIP SPECIFICATIONS**

- Final Trim: 10" x 6"
- Bleed Size: 10 1/4" x 6 1/4" (1/8" bleed on all four sides)
- Live Area: 9 1/2" x 5 1/2" (1/4" on all four sides)
- Stock: 80# Coated
- Ink: CMYK
- Quantity: As specified in contract.

**SHIPPING INSTRUCTIONS**

Deliver electronic files and color proof to:  
 Production Department  
 International Medical News Group/*Pediatric News*  
 5635 Fishers Lane  
 Suite 6000  
 Rockville, MD 20850  
 240-221-4500

Please indicate the four sides (top, bottom, etc.) of cover tips on the color proof.

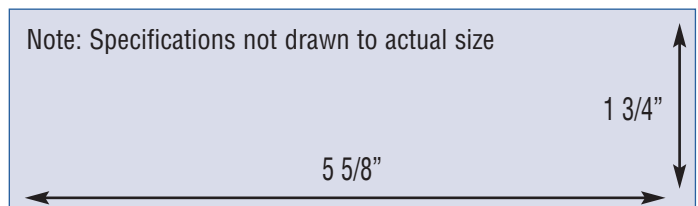


Note: Specifications not drawn to actual size

**FRONT COVER BANNER AD**

- Advertisement runs on the lower left-hand corner of the cover
- Cost is the same as a four-color King page at your earned frequency rate.
- Corporate discount applies.

**SPECIFICATIONS**





## PRINTING

IMNG publications are printed offset in a tabloid news format. Black-and-white, two-, three-, four-, and five-color advertisements are accepted.

## BINDING

Saddle Stitch.

## FULL BLEEDS

Bleed size: 10 3/4" x 14 1/4" Trim: 10 1/2" x 14"  
Keep live matter 1/2" from all trim edges.

## HALFTONE SCREEN

133-line screen recommended.

## RUN-OF-BOOK REPRODUCTION REQUIREMENTS

### a. Black-and-White or Color Advertisements

- PDFs required.
- Ads are accepted via FTP.
- Digital files will not be altered. All files must be 100%.
- CT files must be 300 DPI (Res. 12) and LW files must be 2032 (Res. 80).
- Trapping must be included in file.
- Images/scans, fonts, logos and artwork must be included.
- All images must be CMYK (RGB images cannot be processed).

Call Judi Sheffer at 240-221-2412 for FTP instructions or e-mail at [j.sheffer@elsevier.com](mailto:j.sheffer@elsevier.com).

### b. Color Proofs

Provide a digital proof with color bars.

Publisher accepts:

- DDCP (Kodak Approval, Screen True Rite, Optronics Intelliproof)
- High-End Ink Jet (Scitex Iris, DuPont Waterproof, Fujiproof)
- Dye Sub (Imation Rainbow, Tektronix Phaser, Kodak 9000)
- Color laser proofs are not accepted as color guidance.
- Proofs must be provided at 100% size.

### c. Provider Information

Please provide the following with your media:

- Publication name and issue date
- Advertiser, product and agency name
- Contact name and phone number
- Directory of disk or CD

## DISPOSITION OF MATERIAL

Files are held one year and then destroyed, unless instructed otherwise in writing. Unused inserts will be destroyed 9 months from delivery date. Please call Judi Sheffer at 240-221-2412 for extension.

## INSERTS AND INSERT REQUIREMENTS

### a. General Conditions

Publication accepts both full King-size and "A-size" (minimum size: 8" x 11") inserts for full run. Inserts not meeting mechanical specifications are subject to a surcharge. Publication requires pre-clearance of all inserts by submission of sample paper stock or paper dummy when insert is not standard. Please check with IMNG for availability, quantities and other information required.

### b. Mechanical Specifications

#### 1. Maximum Paper Weight:

Two-page (single leaf) insert: 80 lb. text coated or matte.

Four-page (double leaf) insert: 80 lb. text coated or matte.

Larger inserts: Consult IMNG.

#### 2. Size Requirements:

Full King-size: 10 1/2" x 14" trim.

Minimum insert size: 8" x 11"

Note: Multiple-leaf inserts to be furnished folded; 8" x 11" inserts to be furnished trimmed.

#### 3. Quantity: Consult IMNG Production as quantity varies.

#### 4. Shipping of Inserts:

**Separate shipments by publication and issue date.**

**Do not combine multiple issue dates on same skid.**

Ship all inserts to:

*Pediatric News*

Publishers Press

13487 South Preston Highway

Lebanon Junction, KY 40150

Attn: Tammy Baugh

## POLYBAGGING GUIDELINES

Polybagging is available for advertising outserts with all IMNG publications. All incur either Ride-Along, Standard A or Periodical postal rates. Consult [www.imng.com](http://www.imng.com) for complete guidelines.

## SHIPPING INSTRUCTIONS

Send all contracts and insertion orders to:

*Pediatric News*

Elsevier/International Medical News Group

60 Columbia Road, Bldg. B

Morristown, NJ 07960

Attn: Joan Friedman

Phone: 973-290-8211; Fax: 973-290-8250

[j.friedman@elsevier.com](mailto:j.friedman@elsevier.com)

Send all digital files and proofs to:

*Pediatric News*

Elsevier/International Medical News Group

5635 Fishers Lane, Suite 6000

Rockville, MD 20852

Attn: Advertising Production

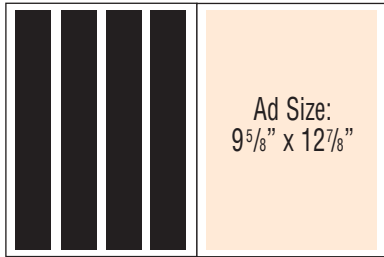
Phone: 240-221-4500; Fax: 240-221-4400

[j.sheffer@elsevier.com](mailto:j.sheffer@elsevier.com)



**SPECIFICATIONS**

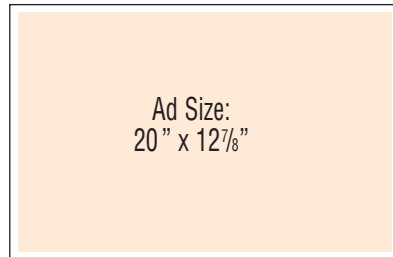
**King-size Page**



Ad Size:  
9 5/8" x 12 7/8"

Bleed Size: 10 3/4" x 14 1/4"  
Trim Size: 10 1/2" x 14"

**King-size Spread**



Ad Size:  
20" x 12 7/8"

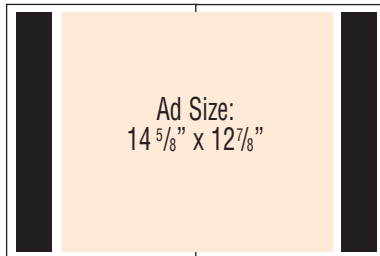
Bleed Size: 21 1/4" x 14 1/4"  
Trim Size: 21" x 14"

**3/4 Vertical Page**



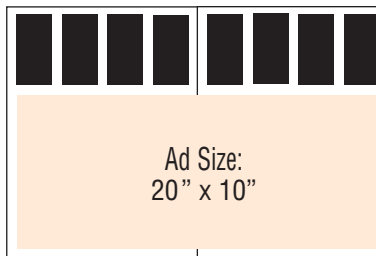
Ad Size:  
7 1/8" x 12 7/8"

**3/4 Vertical Spread**



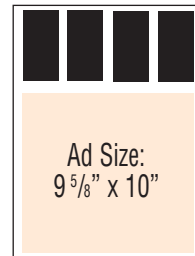
Ad Size:  
14 5/8" x 12 7/8"

**3/4 Horizontal Spread**



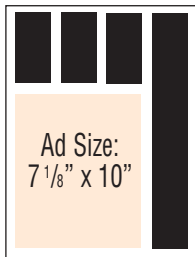
Ad Size:  
20" x 10"

**3/4 Horizontal Page**



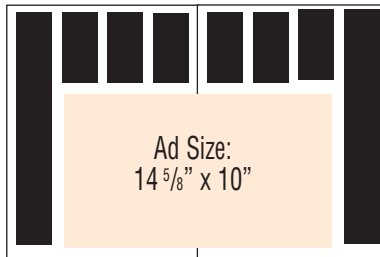
Ad Size:  
9 5/8" x 10"

**Island Page**



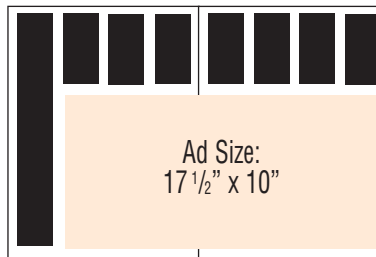
Ad Size:  
7 1/8" x 10"

**Island Spread**



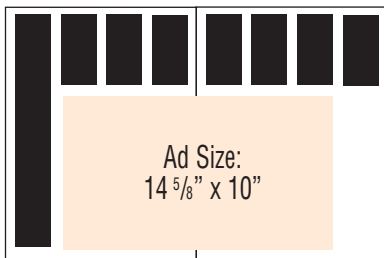
Ad Size:  
14 5/8" x 10"

**Island Page + 3/4 Page Horizontal**

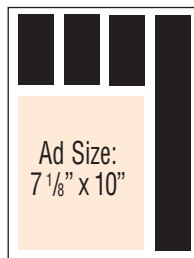


Ad Size:  
17 1/2" x 10"

**Island Spread + Island Page**

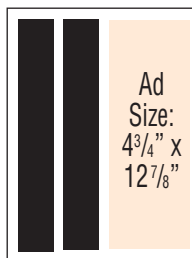


Ad Size:  
14 5/8" x 10"



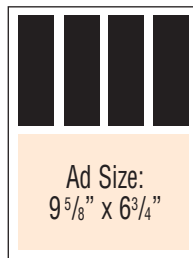
Ad Size:  
7 1/8" x 10"

**1/2 Vertical Page**



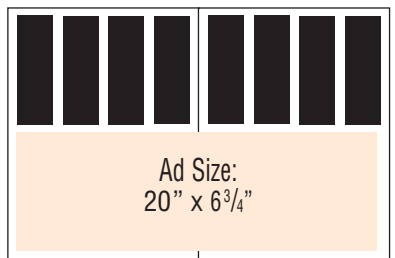
Ad Size:  
4 3/4" x  
12 7/8"

**1/2 Horizontal Page**



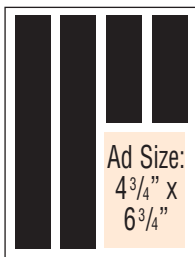
Ad Size:  
9 5/8" x 6 3/4"

**1/2 Horizontal Spread**



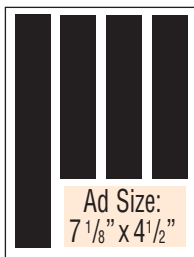
Ad Size:  
20" x 6 3/4"

**1/4 Vertical Page**



Ad Size:  
4 3/4" x  
6 3/4"

**1/4 Horizontal Page**



Ad Size:  
7 1/8" x 4 1/2"

**1/4 Page Column**



Ad Size:  
2 1/8" x 12 7/8"



**INTERNATIONAL  
MEDICAL NEWS  
GROUP**

60 Columbia Rd., Bldg. B  
Morristown, NJ 07960  
Tel: 973-290-8200  
Fax: 973-290-8250  
www.pediatricnews.com  
www.imng.com



## WEB ADVERTISING

### DESCRIPTION

Take advantage of IMNG publications' reputation as the source for medical news by advertising in print and online. Choose from a number of online banners with a variety of positions and sizes.

1. Banner ads can be placed in selected areas of many publication sites, together with links to the client homepage, journal proceedings, and more.
2. Banner ads and online sponsorships provide vast exposure to your target audience with measured results.

### POSITIONS AND DIMENSIONS

Five positions are offered, with a rotation of up to three ads in each. All banner types can support rich media and accept third-party ad serving

- **Banner 1:** Tile ad: 120x60 pixels  
Left-hand navigation bar (appears on all of the newspaper's web pages)
- **Banner 2:** Tile ad: 125x125 pixels  
Left-hand navigation bar (appears on all of the newspaper's web pages)
- **Banner 3:** Horizontal banner: 335x80 pixels  
Bottom of Home and Article Preview pages only.
- **Banner 4:** Leaderboard: 728x90 pixels  
Max Panel Expansion Size: 729x270 pixels  
Direction: Down  
(appears on all of the newspaper's web pages)
- **Banner 5:** Wide skyscraper: 160x600 pixels  
Max Panel Expansion Size: 480x600 pixels  
Direction: Left  
Vertical ad that runs in right-hand column on Home and TOC pages, search results and non-content pages.

### ELSEVIER HEALTHCONNECT ONLINE RATES 2010

Elsevier offers advertisers unique and flexible opportunities to purchase ad impressions across journal sites and categories based on CPM with a minimum purchase of \$1,500. Prices apply to all ad sizes, based on availability. Rates listed are per product based on total impressions generated in 2010.

#### Category Rates

Impression Level	CPM	Banner Cost
20,000	\$75	\$1,500
50,000	70	3,500
100,000	65	6,500
200,000	60	12,000
300,000	55	16,500
500,000	50	25,000

All rates are gross.

### BANNER CREATIVE SPECIFICATIONS

- Acceptable file format: GIF, JPEG, rich media (e.g., Flash)
- Required resolution: 72 dpi
- File Size: 40K
  - Large files may require compression to send via e-mail
- Rotation: Accepted
- Color palette: 216 (for GIF files)
- Creatives with a white background must have a border to distinguish the ad in an effective and efficient way.
- Animation: Maximum 3 loops of animation, up to 15 seconds of duration
- Impression target, click-through URL and estimated start/end dates must be provided for each banner

#### Rich media

- All banners can support rich media (e.g., Flash).
- Acceptable file types for rich media are .fla and .swf .
- All Flash files must be submitted with a back-up .gif or .jpg file AND the target URL.
- Submitting the back-up file (GIF or JPG) ensures that an ad will be delivered if the user's computer does not support Flash.

### SHIPPING INSTRUCTIONS

Send all contracts, insertion orders, digital files and proofs to:

**Pediatric News**  
 Elsevier/International Medical News Group  
 60 Columbia Road, Bldg. B  
 Morristown, NJ 07960  
 Attn: Joan Friedman  
 Phone: 973-290-8211; Fax: 973-290-8250  
 j.friedman@elsevier.com



WEB SPECIFICATIONS

**BANNER 4**  
LEADERBOARD AD  
728 X 90 PIXELS



Register or Login:  Password:    Auto-Login [Reminder]

Search  for    
Advanced Search - MEDLINE - My Recent Searches - My Saved Searches - Search Tips

- JOURNAL HOME
- CURRENT ISSUE
- PREVIOUS ISSUES
- SEARCH THIS JOURNAL
- THE ARCHIVE COLLECTION
- MEDICAL EDUCATION LIBRARY
- CME LIBRARY
- BEST PRACTICES
- EMAIL ALERTS
- ABOUT PD NEWS
- EDITORIAL BOARD
- EDITORIAL STAFF
- SUBSCRIPTIONS
- CAREER OPPORTUNITIES
- FOR ADVERTISERS
- CONTACT INFORMATION
- RSS



**Current Issue**

August 2009 | Vol. 43, No. 8

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**Top Reports**

- [ACIP Picks Five Groups for Novel H1N1 Vaccine](#)
- [Child Abuse Pediatric Subspecialty Is Born](#)
- [Guidelines Say Don't Play On Day of Concussion](#)
- [Experts Suggest Schools as Likely H1N1 Vaccination Sites](#)
- [School Survey: Oseltamivir Side Effects Affect Over 50%](#) [Aug 10 10:27:54 AM]
- [Committee Weighs H1N1 Vaccination Concerns](#)
- [Menveo Shown Immunogenic in All Age Groups](#)
- [Sleep, Behavior Benefits Seen Long After Adenotonsillectomy](#)

**BANNER 5**  
WIDE SKYSCRAPER  
160 X 600 PIXELS

**BANNER 1**  
TILE AD  
120 X 60 PIXELS

**BANNER 2**  
TILE AD  
125 X 125 PIXELS

**More periodicals:**

- 
- 
- 

**BANNER 3**  
BANNER AD  
335 X 80 PIXELS

**Colleague Commentary**

*the archive*  
**COLLECTION**

- Behavioral Consult
- Efficient Pediatrician Practices
- Health Policy: The Fine Line
- ID Consult
- Letters From Maine
- On the Learning Curve
- The Rest of Your Life



## ELSEVIER TERMS AND CONDITIONS OF SUPPLY

### 1. APPLICABILITY

1.1 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 order 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 group that is providing the Products or Services as set out on the Elsevier order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any representations about the Products and Services 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. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products or Services from Elsevier for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity. Elsevier shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like. All drawings, descriptive matter, specifications and advertising issued by Elsevier and any descriptions or illustrations contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC. Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

### 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, and 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. RATES AND PRICES

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, Client shall provide to Elsevier Client's VAT registration number at the time of placing its order.

### 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 until 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. For the avoidance of doubt 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 1% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), 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 any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

### 6. 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.

### 7. 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 kind 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 that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR DEATH OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS

FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS ELSEVIER EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

### 8. 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.

### 9. ADVERTISING & REPRINTS

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, although Elsevier will endeavour to do so, Elsevier may not be able to arrange for such copy to be published on the agreed date or for 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. 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 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, trademark, trade secret, 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 laws, 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, arising out of or related to the Advertising Content or Client's breach or alleged breach of any of the foregoing representations and warranties. Elsevier reserves the right to reject any advertising and/or promotions that are not consistent with Elsevier's standards. In addition, Elsevier shall have the right, at any time, to remove any of Client's advertising and/or terminate this TC if Elsevier determines, in its sole discretion, that the Advertising Content or any portion or publishing thereof (1) violate Elsevier's then applicable advertising policy; (2) violate any law, rule or regulation or industry code or if Elsevier is directed to do so by any law enforcement agency, court or government agency; (3) are the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks or other proprietary rights or (4) are otherwise objectionable to Elsevier. In such event, Elsevier may either (i) publish alternative Advertising Content in consultation with the Client or (ii) refund to Client a pro rata portion of the fee which Client has paid to Elsevier for display of the Advertising Content (if Client has paid Elsevier a flat fee). Elsevier will not be liable for the timely appearance or accuracy of any advertisement supplied by the Client. Elsevier may terminate this TC at any time in the event of a breach of this TC by Client. Orders must specify a definite schedule of insertions, issues and sizes of space for a specific advertiser. Two or more advertisers are not permitted to use space under the same order. No advertising orders will be accepted for periods longer than one year. Where an order for a series of advertisements has been given a discounted rate for volume by Elsevier, and the Client does not order the quoted volume, Elsevier shall be entitled to re-calculate the price for the actual volume at the end of the applicable year at a reduced discount and the Client shall pay any additional amount found owing. If the Client orders in excess of the quoted volume, Elsevier shall return to the Client any amount overpaid by the Client. Orders specifying positions are accepted subject to the right of Elsevier to determine actual positions. If Elsevier considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Client will have the right to cancel the order for that advertisement, if the alterations requested are unacceptable, unless such changes are due to an event of force majeure. Elsevier can only supply reprints of published material and shall be entitled to reject any order for reprints of material that has not been published.

### 10. CANCELLATIONS & RETURNS

Without prejudice to any rights the Client may have under statute as a consumer, 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 book 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.

### 11. 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, unenforceability 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 partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.