



# IMNG PowerBuy®

## Family Practice News® & Internal Medicine 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

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Fax: 973-290-8245

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INTERNATIONAL  
MEDICAL NEWS  
GROUP

[www.familypracticenews.com](http://www.familypracticenews.com)  
[www.internalmedicineneeds.com](http://www.internalmedicineneeds.com)  
[www.imng.com](http://www.imng.com)



**GENERAL INFORMATION**

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

**ISSUANCE**

*Family Practice News & Internal Medicine News* are published 20 times a year.

**ESTABLISHED**

*Family Practice News* was established in 1971.

*Internal Medicine News* was established in 1968.

**ORGANIZATION AFFILIATION**

Independent; AMM; ABM; BPA Worldwide.

**CIRCULATION SUMMARY:**

The PowerBuy—*Family Practice News & Internal Medicine News*—reaches over 192,477 patient-care family physicians, general practitioners, osteopaths, internists, cardiologists, gastroenterologists, pulmonologists, nephrologists, rheumatologists, endocrinologists, and diabetologists.

**EDITORIAL**

The newspapers provide practicing physicians 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**

- 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.
- 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.
- Sweepstakes ads are prohibited by AMA list rental agreement.
- IMNG reserves the right to put the word "Advertisement" on advertising which, in IMNG's opinion, resembles editorial material.
- IMNG guarantees uniform rates and discounts to all advertisers using same amount and kind of space. No exceptions to published rates.
- Only insertions of a parent company and subsidiaries are combined to determine the earned rate.
- 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.
- 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**

- Convention Bonus Distribution:
  - April 1<sup>st</sup> Issue: American College of Physicians, Toronto, Canada; April 22-24, 2010
  - April 1<sup>st</sup> Issue: Society of Hospital Medicine, Washington, DC; April 8-11, 2010
  - September 1<sup>st</sup> Issue: American Academy of Family Physicians, Denver, CO; September 29-October 3, 2010.
- Sales force bulk subscription discount available.

**CIRCULATION**

	Office-based	Hospital Staff	Residents	Other	Osteopaths	Total
Family Practice	57,953	4,177	5,157	174	13,707	81,168
General Practice	2,862				19	2,881
Internal Medicine	69,146	8,960	11,629	621	5,512	95,868
Cardiology	5,247	379			69	5,695
Diabetes	81	11				92
Endocrinology	733					733
Gastroenterology	1,595	102			38	1,735
Infectious Diseases	938	161	65			1,164
Nephrology	881	96				977
Pulmonary Diseases	680	149				829
Rheumatology	1,260	75				1,335
<b>Total Distribution</b>	<b>141,376</b>	<b>14,110</b>	<b>16,851</b>	<b>796</b>	<b>19,345</b>	<b>192,477</b>

Based on July 2009 BPA.

**AGENCY COMMISSION, CREDIT AND DISCOUNT TERMS**

- Agency Commission: 15% on all ads.
- 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.
- 15% agency commission subject to withdrawal on accounts not paid within 60 days of invoice notice.

**CANCELLATIONS**

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



**2010 ISSUE AND CLOSING DATES**

<b>Issue Dates</b>	<b>Space Close</b>	<b>Materials Due</b>
January 15	December 15, 2009	December 22, 2009
February 1	January 7, 2010	January 14, 2010
February 15	January 27	February 3
March 1	February 4	February 11
March 15	February 25	March 4
April 1	March 12	March 19
April 15	April 1	April 8
May 1	April 9	April 16
May 15	April 29	May 6
June 1	May 6	May 13
June 15	May 27	June 7
July 15	June 22	June 29
August 15	July 26	August 2
September 1	August 11	August 18
September 15	August 30	September 8
October 1	September 9	September 16
October 15	September 29	October 6
November 1	October 8	October 15
November 15	October 28	November 4
December 15	November 19	December 1



**POWERBUY DISCOUNT RATES**

The PowerBuy is a combination of *Family Practice News & Internal Medicine News*. Discounted rate schedule for advertisers who place the same product, same size ad unit in the same issue date (1<sup>st</sup> or 15<sup>th</sup>) of *Family Practice News* and *Internal Medicine News*. Full-run only. Insertions count as two (2) towards earned frequency.

**PowerBuy Black-and-White Discount Rates**

	1x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
King	\$19,220	\$18,265	\$17,570	\$16,910	\$16,685	\$16,320	\$15,870	\$15,570	\$15,275	\$14,980	\$14,690	\$14,410	\$14,125
3/4 Page	17,180	16,315	15,655	15,125	14,910	14,600	14,330	14,050	13,385	13,240	12,845	12,415	12,120
Island Page	12,880	12,240	11,775	11,330	11,180	10,945	10,635	10,440	10,230	10,035	9,855	9,655	9,460
1/2 page	12,730	12,130	11,665	11,230	11,055	10,815	10,515	10,240	10,065	9,865	9,745	9,560	9,365
1/4 Page	6,200	5,910	5,620	5,410	5,325	5,205	5,055	4,935	4,785	4,760	4,635	4,500	4,405

**PowerBuy Discount Rates – Inserts**

	1x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
2-Pg A-size	\$26,535	\$25,215	\$24,255	\$23,340	\$23,030	\$22,545	\$21,910	\$21,505	\$21,075	\$20,670	\$20,300	\$19,890	\$19,490
2-Pg King	39,595	37,625	36,195	34,835	34,370	33,620	32,690	32,075	31,465	30,860	30,260	29,685	29,100
4-Pg A-size	53,065	50,430	48,515	46,680	46,060	45,095	43,815	43,015	42,150	41,345	40,605	39,780	38,975
4-Pg King	79,185	75,250	72,390	69,670	68,740	67,240	65,385	64,150	62,935	61,720	60,525	59,370	58,195
6-Pg A-size	79,600	75,645	72,770	70,020	69,090	67,640	65,725	64,520	63,220	62,015	60,905	59,670	58,465
6-Pg Ks	118,780	112,880	108,585	104,505	103,115	100,860	98,075	96,225	94,400	92,575	90,785	89,055	87,295
8-Pg A-size	106,130	100,860	97,025	93,360	92,125	90,185	87,630	86,025	84,295	82,690	81,205	79,555	77,950
8-Pg Ks	158,375	150,505	144,775	139,340	137,485	134,475	130,770	128,295	125,865	123,435	121,045	118,740	116,390

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

Standard Color	\$1,670
Matched Color	1,980
Metallic (in addition to color rates)	250
Four Color	4,165
Five Color	6,180



**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**

**POWERBUY 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.

**PowerBuy King-Four Plus Rates**

	1x	6x	12x	24x	36x	48x	72x	120x	240x	288x	396x	504x	570x
King 4-pg	\$65,295	\$62,685	\$60,785	\$58,970	\$58,360	\$57,400	\$56,135	\$55,340	\$54,485	\$53,690	\$52,955	\$52,135	\$51,340
King 6-pg	95,820	91,900	89,055	86,335	85,415	83,975	82,080	80,885	79,600	78,405	77,305	76,080	74,890
King 8-pg	126,340	121,120	117,325	113,695	112,470	110,555	108,025	106,430	104,720	103,125	101,660	100,025	98,435

**NEW PRODUCT LAUNCH PROGRAM**

Place your new product launch unit in six (6) consecutive issues of *The PowerBuy (Family Practice News & Internal Medicine News)* and get the sixth (6<sup>th</sup>) unit FREE. Varying ad unit sizes will be averaged to determine free ad unit. Only NEW products or line extensions are eligible for this program. Pre-launch units are not eligible. All IMNG combination discounts apply. Free ads do not count towards earned frequency. Launch Program free unit may not be combined with the Continuity Discount Program. Full-run ads only. Advertiser must pay premium position charges on free ad unit.

**CONTINUITY DISCOUNT PROGRAM**

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

*The PowerBuy (Family Practice News & Internal Medicine News)* offers a continuity discount for all products advertising during calendar year 2009 based on the following levels:

- a. 12 insertions: 13<sup>th</sup> insertion FREE
- b. 18 insertions: 19<sup>th</sup> and 20<sup>th</sup> insertions FREE

PowerBuy Insertion = ad unit running in both *Family Practice News* and *Internal Medicine News*.

Insertions must be for the same product. Varying ad unit sizes will be averaged to determine free ad unit. The free insertion(s) must be taken at the end of the schedule. Free ads do not count towards earned frequency.

Premium positions qualify for space only. Advertiser must pay position premium on free ads. Full run only. Full-cost split-run insertions qualify. ROB production charges apply.

**DOUBLE IMPACT DISCOUNT PROGRAM**

Run two (2) insertions for the same product in the same issue of *The PowerBuy (combination of Family Practice News & Internal Medicine News)* and the second advertising unit is discounted 30% off earned black-and-white rate. When ad units differ in size, the 30% discount is applied to the smaller ad unit. Full color charges apply 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 for *The PowerBuy: Family Practice News & Internal Medicine News* – \$80,180.

### SPACE RESERVATIONS

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

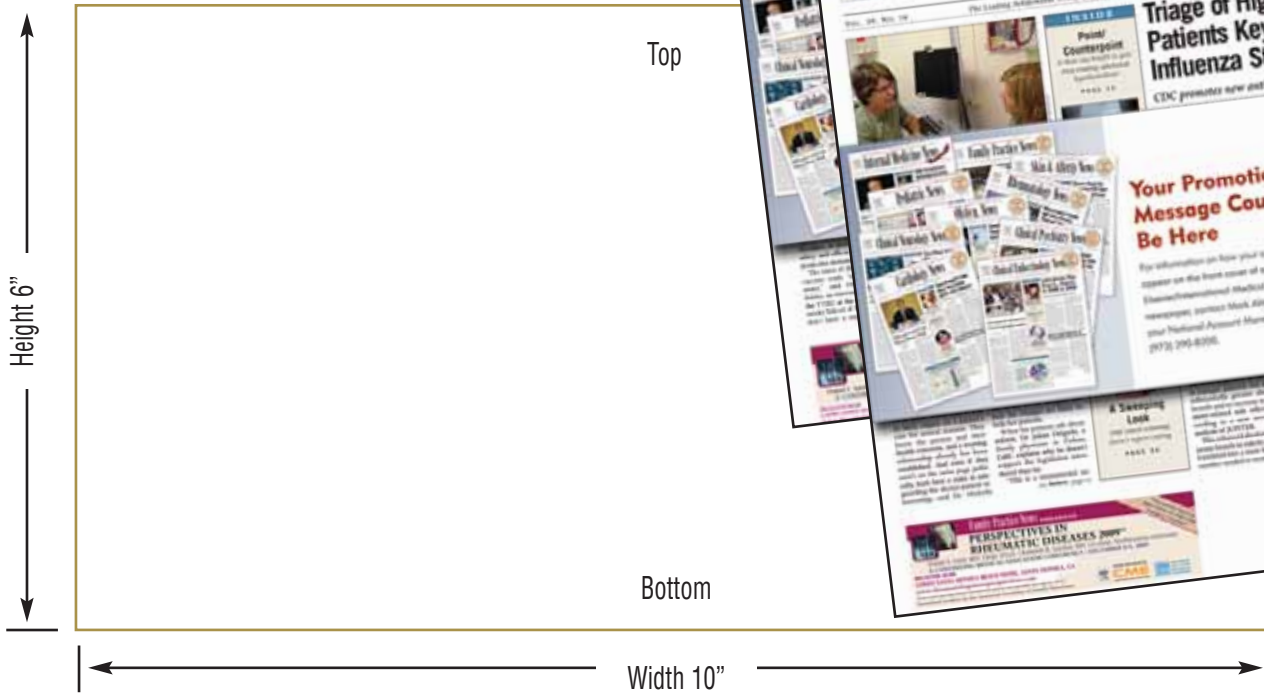
### IMNG COVER TIP SPECIFICATIONS

- 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  
*Family Practice News & Internal Medicine 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.

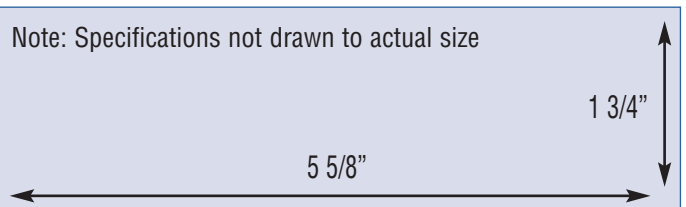


Note: Specifications not drawn to actual size

### 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



Note: Specifications not drawn to actual size



## 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:

*Family Practice News / Internal Medicine 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:

*Family Practice News / Internal Medicine 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:

*Family Practice News / Internal Medicine News*

Elsevier/International Medical News Group

5635 Fishers Lane, Suite 6000

Rockville, MD 20852

Attn: Advertising Production

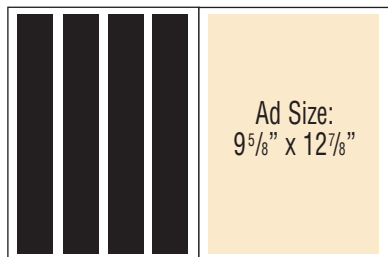
Phone: 240-221-4500; Fax: 240-221-4400

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



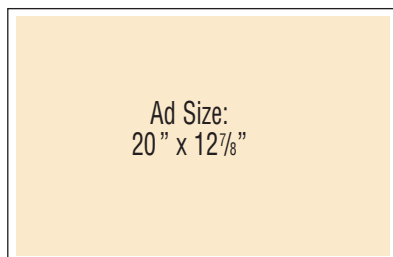
**SPECIFICATIONS**

**King-size Page**



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

**King-size Spread**

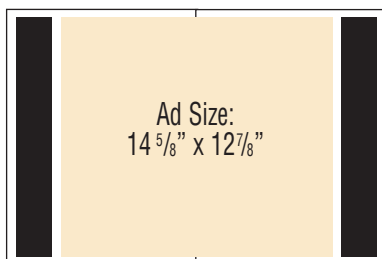


Bleed Size: 21 1/4" x 14 1/4"  
Trim Size: 21" x 14"

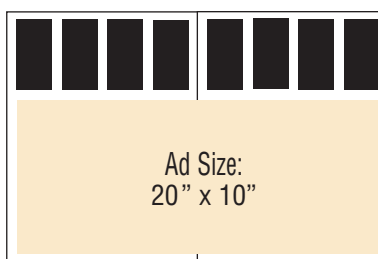
**3/4 Vertical Page**



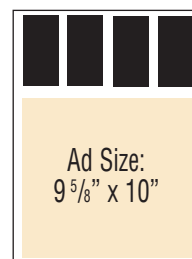
**3/4 Vertical Spread**



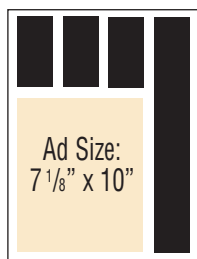
**3/4 Horizontal Spread**



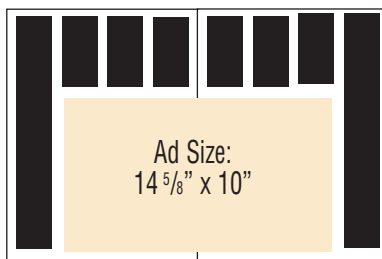
**3/4 Horizontal Page**



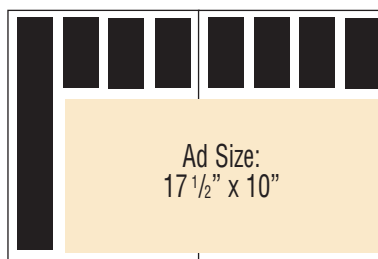
**Island Page**



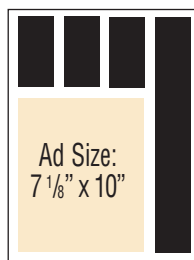
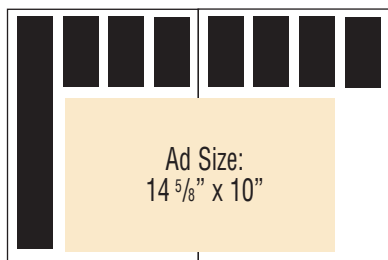
**Island Spread**



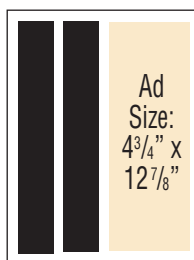
**Island Page + 3/4 Page Horizontal**



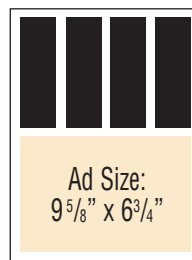
**Island Spread + Island Page**



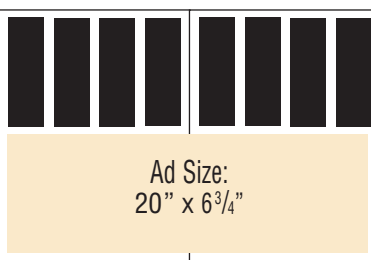
**1/2 Vertical Page**



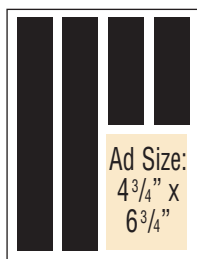
**1/2 Horizontal Page**



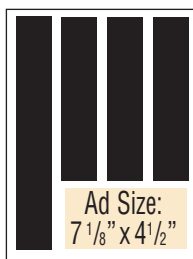
**1/2 Horizontal Spread**



**1/4 Vertical Page**



**1/4 Horizontal Page**



**1/4 Page Column**



**INTERNATIONAL  
MEDICAL NEWS  
GROUP**

60 Columbia Rd., Bldg. B  
Morristown, NJ 07960  
Tel: 973-290-8200  
Fax: 973-290-8250  
www.familypracticenews.com  
www.internalmedicinews.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:  
**Family Practice News / Internal Medicine 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



# Internal Medicine News

The Leading Independent Newspaper for the Internist

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1 September 2009 | Vol. 42, No. 15

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[Large Database Defines Bariatric Surgery Trends](#)

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

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

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

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

#### More periodicals:

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FIND A PORTAL
GO TO PRODUCT CATALOG



## 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.