Guidelines for Advertisers in the *Archives of Bone and Joint Surgery*

The acceptability of an ad for publication in the ABJS journal or on the Web site is based upon legal, social, professional, and ethical considerations. In addition, an ad must be in keeping with the generally scholarly and professional nature of the publication. The general policy is stated as follows:

“The executive board reserves the right to, unilaterally, REJECT, OMIT, or CANCEL advertising which it deems to be not in the best interest of ABJS, the objectives set forth above, or which by its tone, content, or appearance is not in keeping with the essentially scientific, scholarly, and professional nature of its publications. Conditions, printed or otherwise, which conflict with this policy will not be binding on the publisher.”

- Elaboration of the above general policy is contained in the following specific statements about the kind and content of ads that are not acceptable for publication.

- Advertisers will be encouraged to use gender-neutral terms in ad text because the use of certain pronouns, i.e., him or her, in ad text could under certain circumstances be taken to imply discrimination (not necessarily job discrimination) on the basis of gender.

- Advertising of educational programs in ABJS Journal and on the Web site will be restricted to those schools or other institutions fully accredited by regional or other institutional accrediting associations.

- The Executive Board reserves the right to refuse advertising submitted for the purpose of airing either side of controversial social, ethical, or professional issues.

- Advertising requests for research purposes will not be considered.

- Advertising requests from credentialing groups or professional boards will be limited to only those organizations with specialties or diplomats recognized by IOA.

- Pharmaceutical advertisements must conform to all national regulations and policies of the Iranian Food and Drug Administration in every respect. Products intended for human use or consumption that do not come under the jurisdiction of the IFDA must be safe and
effective in their intended use, and proof of safety and effectiveness must be provided by the advertiser upon request. It should be noted that the regulations of the Food and Drug Administration provide exacting legal controls over the claims that drug advertisers may make for their products and require them to state contraindications, hazards, etc., unless “reminder advertising” makes no product claims. Adherence to legal requirements concerning the content of drug advertising is the manufacturer’s responsibility. The disorder or symptom for which a drug or other product is being recommended must be prominently stated within the advertisement, except in reminder advertisements, as provided by the IFDA regulations. Advertisements will not be accepted that suggest in any way the use of a medication or other substance for the relief of the tensions or problems of everyday life rather than for the relief of symptoms of illness or disorders. In pharmaceutical advertising copy, the full generic name of each active ingredient shall appear. Pharmaceutical products for which approval of a New Drug Application by the Food and Drug Administration is a prerequisite for marketing will not be eligible for advertising until such approval has been granted. Special purpose food products (e.g., foods for carbohydrate-restricted diets and other therapeutic diets) are eligible when their uses are supported by acceptable data. Regarding vitamin prescriptions, if claims not generally recognized are made for any vitamins, such claims must be substantiated by clinical studies acceptable to the Executive Board.

- Advertising of insurance programs will be limited to only those programs recognized as health related insurance.
Orders and Copy Regulations

General

1. All advertising is subject to the publisher’s approval. The publisher reserves the right to reject advertising which is not in keeping with the Journal’s standards and objectives.

2. Advertisers are encouraged to describe products and services in an accurate and complete manner. The Executive Board reserves the right to refuse to accept ads which, because of omissions or inaccuracies, provide misleading information.

3. The publication or posting of any advertisement by the Archives of Bone and Joint Surgery is neither an endorsement of the advertiser nor of the products or services advertised. ABJS is not responsible for any claims made in an advertisement. Advertisers may not, without prior consent, incorporate in a subsequent advertisement or promotional piece the fact that a product or service has been advertised in Journal or on the Web site.

4. Advertiser and advertising agency assume liability for all content (including text representation, illustrations, and photographs) of advertisements printed or posted, and also assume responsibility for any claims arising there from made against the publisher.

5. The publisher assumes no liability if for any reason it becomes necessary to omit an advertisement.

6. The publisher’s liability for any error will not exceed the charge for the advertisement in question.

7. No conditions, printed or otherwise, appearing on the space order, contract, billing instructions, or copy instructions which conflict with the publisher’s stated policies will be binding on the publisher.

Orders
1. The forwarding of an order is construed as an acceptance of all the conditions under which advertising is at the time sold.

2. A contract period starts from the date of first insertion. Orders are accepted for not more than one year in advance.

3. Individual billing at multiple insertion rate is on contract basis only. Rates may be earned by placing that number of ads of the same size (or larger) within one year from first date of insertion.

4. Space orders, whenever possible, should specify a definite schedule of insertions, issues, and sizes of spaces.

5. The publisher cannot guarantee requests for specified position unless a position premium has been provided for in the contract.

6. The publisher reserves the right to limit the size of space to be occupied by an advertisement.

7. Two or more advertisers are not permitted to use space under the same contract; subsidiaries of parent companies are considered as separate advertisers, unless space is reserved through the same agency.

8. No cash discounts are offered by the publisher.

Order Changes and Cancellations

1. All advertising orders are accepted subject to the terms and provisions of the current rate card. Orders are accepted subject to change in rates upon notice from the publisher. However, orders may be canceled at the time the change in rates becomes effective without incurring a short-rate adjustment.

2. Cancellation of an order by an advertiser or agency for any reason (other than a rate increase by publisher) will result in an adjustment of the rate based on past and subsequent insertions to reflect actual space used.
3. Cancellations or changes in orders may not be made by the advertiser or its agency after the closing date.

4. When change of copy covered by an uncanceled insertion order is not received by the closing date, copy run in the preceding issue will be inserted.

5. If more or fewer insertions are used within one calendar year than specified in the order, charges will be adjusted in accordance with established rates.

**Copy**

1. The publisher assumes no responsibility for the condition of original advertising copy submitted for publication.

2. Advertising copy should be supplied according to the material specifications for each publication and the Web as outlined in this advertising rate card.

3. If time permits, advertisers will be provided repro proofs for ads set by the publisher. Unless the advertiser returns corrected proof(s) within the period specified, the publisher assumes no responsibility for errors in the final ad. Also, the publisher reserves the right to charge advertisers for corrections or changes.

4. All production costs for creating ads by the publisher will be charged to the advertiser.

**Terms**

1. First-time display advertisers will be required to prepay their first advertising insertion.

2. Payment in full for advertising is due 30 days from date of invoice. Failure by an agency to pay within the time limit will disqualify the agency. The publisher reserves the right to refuse any new order from delinquent agencies or advertisers.
3. The publisher reserves the right to withhold advertising for any account with an outstanding invoice beyond 60 days.

4. The publisher shall have the right to hold advertiser and/or its advertising agency jointly and severally liable for such monies as are due and payable to the publisher for advertising ordered and published.

5. All international advertising must be prepaid.