

Ad Contract



The following guidelines establish the Ad Contract for Education Reporting, Inc. (ERI) to govern various aspects of Advertising. For these purposes, "Advertising and Advertisements" include banner, button, and contextual Advertising, Sponsorship Messages, and Promotions. These regulations govern issues such as acceptance of Advertisements and Promotions by ERI, the manner of display of Advertisements and Promotions on the ERI Site, and the removal of Advertisements and Promotions from the ERI Site. ERI has sole and absolute discretion with respect to interpretation and enforcement of this policy and all other issues associated with Advertising and Promotion on the ERI Site. ERI may change this policy at any time in its sole discretion by posting a revised policy to the ERI Site.

1. ERI has sole discretion for determining the types of Advertising and Promotion that will be accepted and displayed on the ERI Site, and under no circumstances shall ERI's acceptance of any Advertisement be considered an endorsement of the product(s) and/or service(s) advertised or for the company that manufactures, distributes, or promotes such product(s) or service(s).
2. ERI will not accept Advertising that, in ERI's opinion, is not factually accurate and in good taste. ERI will not permit at any time the placement of any Advertising for illegal or objectionable products. Advertising must not contain fraudulent, deceptive, or offensive material, including material that misrepresents, ridicules, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, or handicap.
3. Advertising must not be related to any of the following: alcohol, firearms, ammunition, fireworks, gambling, pornography, tobacco, or the simulation of news or an emergency.
4. Advertisers must only offer products or services which are readily available for purchase at the advertised price (with noted tax and delivery fees). The Advertising must also clearly identify the advertiser. Any Advertising that could be misconstrued as editorial content will be clearly labeled as Advertising.
5. ERI recognizes and maintains a distinct separation between Advertising content and editorial and decision-making content. All Advertising content on the ERI Site shall be clearly and unambiguously identified as such, and ERI will not run any Advertising on the ERI Site which is not so identified. Additionally, ERI retains the right to dictate the form and substance of all editorial content appearing on the ERI Site.
6. ERI retains the exclusive right to determine the way in which any and all search results for specific information by keyword or topic are displayed on the ERI site. ERI may display search results based on monetary incentives provided by Advertisers.
7. ERI reserves the right to reject, cancel, or remove at any time any Advertising from the ERI Site for any reason and will provide prompt notice to the advertiser upon rejection, cancellation, or removal of any Advertising, together with an explanation following the rejection, cancellation, or removal. ERI also reserves the right to determine the appropriate placement of the Advertising on the ERI Site.
8. It is the responsibility of the Advertiser to comply with all applicable domestic and foreign laws, including applicable laws and regulations of regulatory bodies. This includes pharmaceutical advertising to physicians and consumers that must be in compliance with FDA guidelines for Direct to Physician (DTP) and Direct to Consumer (DTC) advertising as well as underwritten CME programs that must be labeled in accordance with the guidelines of the Accrediting Council for Continuing Medical Education (ACCME) and any other relevant accrediting bodies. ERI will not monitor compliance with applicable laws and regulations. However, ERI reserves the right to review all Advertising for compliance with applicable laws and regulations and, if ERI becomes aware of any breach or potential breach of any applicable law or regulation or of these guidelines, ERI may remove the Advertising.

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9. No Advertising shall be permitted which may injure the good name or reputation of ERI or the ERI Site.

Payment Terms

- Payment is due when the Ad is placed.
- Payment terms, rates, conditions and process can change at any time
- Existing Ads are subject to new terms, rates and conditions put in place during existing Ad cycle at expiration of current Ad contract.
- No cash discounts.
- Frequency rates will be earned for advertising placed within a 12-month period.

Cancellations

- Web advertising cancellations must be in writing 10 days in advance of the beginning of the monthly cycle.

Advertising Agency Commissions

- 15% commission is paid to recognized advertising agencies.
- No commission is allowed on tip-in, split-run, or other production charges, or on any mechanical charges.
- Advertisers and their agencies accept dual liability for all insertions.

Advertising Conditions

1. All advertising is subject to ERI approval. Rates, conditions and space units are subject to change without notice. ERI may reject advertisements without liability, for any reason or no reason, including those that ERI deems inappropriate or incompatible with its standards and those that have been previously acknowledged or accepted.

ERI may place the word "advertisement" or otherwise add or delete text to or from ads, which, in ERI's opinion, resemble editorial matter. ERI does not accept cancellations after the publication closing date. ERI may print any advertisement received before then and collect the full amount shown on the insertion order. A 15 percent commission will be paid to advertising agencies recognized by ERI.

Format Guidelines

Animated GIF or Flash files are acceptable. If Flash is used, advertiser must also include an animated GIF of the ad to be used when a user doesn't have Flash on their computer.

Placement Options

An Ad can be purchased on a time basis and there are four placement options. Please read below for more information. Each Ad is randomly placed on pages from database of Ads. Advertisers can view ad impression count by logging into their account. [Click here to view your account.](#)

To speak with someone about your questions,
or to place an advertisement send an email to ad@educationreporting.com.

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Ad Size	Time Basis	Cost	Ad Type	Example
75 pixels tall by 325 pixels wide	30 days	\$500 USD	Banner Ad	
90 pixels tall by 200 inches wide	30 days	\$325 USD	Side Banner 1*	
90 pixels tall by 200 inches wide	30 days	\$325 USD	Side Banner 2*	
90 pixels tall by 200 inches wide	30 days	\$325 USD	Side Banner 3*	

* see Appendix One for demo web page to see location of Ads.

Ads to be placed:

Ad Type	Ad File Name	Time Basis	Cost	Total Due

This Ad Contract will commence on the _____ day of _____, 200__ and expire at midnight of the _____ day of _____, 200__

Agreed to this _____ day of _____, 200__ by the following parties:

VENDOR

Name

Title

ERI

Name

Title

