

Transfer Code of Practice

TRANSFER

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*A Recommended Practice of the
National Information Standards Organization*

DRAFT FOR PUBLIC COMMENT

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Foreword

About this Recommended Practice

The Transfer Code of Practice responds to the expressed needs of the scholarly journal community for consistent guidelines to help publishers ensure that journal content remains easily accessible by librarians and readers when there is a transfer between parties, and to ensure that the transfer process occurs with minimum disruption. The Code contains best practice guidelines for both the Transferring Publisher and the Receiving Publisher. Publishers are asked to endorse the Code, and to abide by its principles, wherever it is commercially reasonable to do so. The Code is governed by the Transfer Standing Committee – a group of librarians, publishers, and other experts.

Background

The Transfer project was initiated by UKSG in 2006 in response to issues identified by the scholarly communications community when journal titles changed platform providers or owners. In the first 10 months of 2006, EBSCO logged over 5,000 titles that changed publishers. Such transfers can negatively impact libraries, intermediaries (such as serials subscription agents, link resolver administrators, and vendors of large-scale discovery systems), and readers. Often the journal would seem to disappear and links from existing information systems to the content would break, even though the title was still being published.

A Working Group was formed with representatives from libraries, publishers, intermediaries such as periodicals subscription agents, and other parties relevant to the scholarly journal supply chain. The Transfer Working Group's objective was to develop procedures and policies surrounding the transfer of journals between publishers so that the movement of journals caused minimum disruption to stakeholders and adhered to an agreed-upon Code of Practice. The first version of the Code was published in April 2007.

In 2014, the UKSG Transfer Working Group approached NISO about taking over responsibility for the ongoing maintenance of the Transfer Code of Practice. NISO Voting Members approved this undertaking and the NISO Business Information Topic Committee added the Code to their portfolio. A NISO Transfer Standing Committee was formed, including a number of members of the previous UKSG Working Group. Under the auspices of NISO, the Standing Committee continues to work to encourage broad uptake of the Code among publishers, educate the three primary stakeholder constituencies (librarians, publishers, and societies) about Transfer and its work, review suggestions for changes and updates to the Code, and develop revisions when needed.

Alerting Service

In support of the Code, an online notification service was launched where publishers could register information about transfers as soon as a contract was signed. Libraries and other interested parties could sign up for e-mail alerts to learn of title transfers. An enhanced version of this Transfer Alerting Service (TAS) was released in May 2012, adding a searchable database, and was offered through collaboration among UKSG, JUSP, JISC, and Cranfield University, with JUSP and MIMAS providing the hosting environment.

Following the move to NISO – and in tandem with efforts to ensure coordinated updates to records during transfers – the TAS is being transitioned to hosting through the ISSN International Centre and updated with additional reporting functionality and connectivity with ISSN records. The final release date of this latest iteration of the TAS will be confirmed and communicated separately.

Revision History

Version 1.0 of the Transfer Code of Practice was published in April 2007. Following feedback from some publishers regarding differing business models that needed to be addressed, version 2.0 was issued in September 2008. This version remained current for an extended period. However, by 2013 a number of key updates had been identified dealing with new content types, clarification of subscriber types, journal URLs and redirects, nomenclature, and the timing and content of communications. These were incorporated into version 3.0, released in March 2014. This was the final version of the Code issued by UKSG and following the transition of Transfer to NISO, version 3.0 was reissued as a NISO Recommended Practice in February 2015.

The current revision seeks to address feedback received since the release of version 3.0, ensures that the Code continues to address current considerations in the scholarly journals community, and sets out publisher responsibilities as clearly as possible. In particular, updates have been made to clarify and address categories of paid customer beyond subscribers, open access considerations, perpetual access responsibilities, licensing information, and further revisions to handling journal URLs and redirects.

NISO Information Policy & Analysis Topic Committee Members

The Information Policy & Analysis Topic Committee had the following members at the time it approved this Recommended Practice:

[to be added by NISO after approval]

NISO Transfer Standing Committee Members

The following individuals served on the NISO Transfer Standing Committee, which developed and approved this Recommended Practice:

Sophia Anderton <i>(from July 2018)</i> British Institute of Radiology	Niamh O'Connor <i>(through May 2018)</i> Portland Press/Biochemical Society
Jennifer Bazeley <i>(co-chair)</i> Miami University	Edward Pentz Crossref
Gaëlle Béquet ISSN International Centre	James Phillpotts <i>(co-chair)</i> Oxford University Press
Jessie Copeland Emory University Library	Peter Richardson <i>(through Feb 2018)</i> British Editorial Society of Bone & Joint Surgery
Paul DelaCruz John Wiley & Sons	Lucy Robinson SAGE Publications
Tim Devenport <i>(through May 2018)</i> EDItEUR	Adam Rusbridge EDINA, University of Edinburgh
Laura Jenkins Emerald Publishing Group	Jess Short Ex Libris, Inc.
Peter McCracken Cornell University Library	Heather Staines Hypothes.is
Shelly Nuttall Reed Elsevier	Hester Tilbury <i>(from January 2018)</i> SAGE Publications

<p>Barbara Walker (<i>from July 2018</i>) FASEB (Federation of American Societies for Experimental Biology)</p>	<p>Helen White Taylor & Francis Group</p>
<p>Melanie Watts EBSCO Information Services</p>	<p>Linda Wobbe SCEL (Statewide California Electronic Library Consortium)</p>

Trademarks, Services Marks

Wherever used in this standard, all terms that are trademarks or service marks are and remain the property of their respective owners.

1. PRINCIPLES

The goals of the Transfer Code of Practice (“the Code”) are to promote a set of standards that apply whenever a journal is transferred from one publisher to another, and to encourage the industry to embrace these standards as a baseline level of quality and performance. The Code is concerned primarily with digital content and online access, and not with print, except where mentioned explicitly.

Publishers who publicly sign up to the Code and apply it in practice are considered “Transfer compliant”. As a voluntary best practices code for industry participants, the Code does not supplant contractual terms, intellectual property rights, or the competitive marketplace between publishers. In all journal transfers, contract terms negotiated between the parties involved in the transfer will govern. However, Transfer-compliant publishers are electing to use commercially reasonable efforts to ensure that the contracts governing journal transfers to which they are a party are consistent with the Code. Provided that commercially reasonable efforts are made to achieve Transfer-compliant agreements with respect to third-party owned journals, any lack of success in doing so will not otherwise affect a publisher’s status as being considered Transfer compliant. Publishers agreeing to the Code do so without restriction for the journals that they wholly own.

The Code is intended to be universally applied regardless of the nature of the publisher or whether a third party is involved. The Code is equally applicable for transfers arising from a change in appointed publisher, the acquisition of ownership of a journal(s), or one publisher being acquired by another. Transfer-compliant publishers are encouraged, but not required, to follow the Code in transfers where the other publisher is not Transfer compliant. The Code is not intended to – and should not be – implemented in a manner that would require any party involved in the transfer to engage in conduct prohibited by laws and regulations applicable to the transfer in question, including competition, privacy, and data protection laws and regulations.

No publisher is required to sign up to the Code and each publisher is free to enter into contracts that have terms that are materially different from those contained in the Code. There is no sanction if a publisher does not sign up to the Code.

A short Glossary of terms is provided in an appendix to this document. While not exhaustive, this Glossary aims to define certain key terms so as to aid understanding and avoid ambiguities in interpretation.

TRANSFERRING PUBLISHER — ROLES AND RESPONSIBILITIES

Key responsibilities:

- To facilitate the effective and rapid transfer of accurate and comprehensive information about relevant customers to the receiving publisher, in order to maintain uninterrupted access to journal content.
- To facilitate the effective and rapid transfer of journal content to the receiving publisher.

2. Digital Content

2.1 Transferring Digital Content

The transferring publisher will make all available digital content (current and archive, including any hosted supplemental data) available to the receiving publisher within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later. If the transferring publisher is not the journal owner, it will provide the digital content to the receiving publisher only with the express written permission of the journal owner.

2.2 “Ahead of Paginated Issue” Content

The transferring publisher will agree with the receiving publisher when it will cease to produce “ahead of paginated issue” content, to ensure that all content that is to be published in print and online after the effective transfer date is in the receiving publisher’s format.

2.3 Pre-Publication

The transferring publisher will make all content and associated metadata necessary for publication after the effective transfer date, whether held in an online editorial system or in production, available to the receiving publisher within 4 weeks of signature of the contract or 2 months prior to the effective transfer date, whichever is the later. To maintain the peer review record, it is recommended that this transfer includes all past metadata held in any online editorial system used by the journal, where feasible.

3. Access to the Journal

3.1 Open Access

The transferring publisher will indicate to the receiving publisher any content published under license without charge to users, including the existing terms which apply to this.

3.2 Paid Customer Lists

The transferring publisher will make the list of customers with paid access to the journal available to the receiving publisher within 4 weeks of signature of the contract or 6 months prior to the effective transfer date, whichever is the later. If updates are made to the customer list after this point, the transferring publisher will provide this information to the receiving publisher. The transferring publisher will use reasonable efforts to include the following types of customer data:

- Institutions that have purchased current online and/or print access to the journal, either directly or through an intermediary.
- Institutions that have purchased current online and/or print access to a collection including the journal, whether or not the journal is priced or otherwise accounted for separately.
- Personal subscribers (excluding member subscribers).
- Member subscribers (with the permission of the journal owner or other relevant third-party organization).
- Former customers, both institutions and personal subscribers, that previously had access – clearly identified as former customers, with the last date of paid access. At a minimum this list should include those who ceased to have access at the end of the previous year.
- Institutions and/or subscribers with perpetual access rights, where the transferring publisher will no longer be providing access, specifying the content range that they are entitled to access.

For each category above, the transferring publisher will specify the type of access and/or purchase tier. The objective is to ensure the transfer of transparent information on previous access arrangements, avoiding adverse impacts on institutions, subscribers, or journal owners.

3.3 Access for Customers

If the receiving publisher has received all of the digital content but is unable to provide access on the effective transfer date, the transferring publisher will continue to provide access to existing customers until the receiving publisher has made the digital content available, or for 6 months after the effective transfer date, whichever is sooner. If the receiving publisher has not made the digital content available 6 months after the effective transfer date, the transferring publisher is encouraged to continue to provide access to the transferring publisher's existing customers.

3.4 Perpetual Access

The transferring publisher must ensure continued access to its customers where it has granted perpetual access rights, even if the transferring publisher will cease to host the online version of the journal after the effective transfer date. Either the transferring or the receiving publisher, or both, could fulfill perpetual access obligations. However, all parties (the transferring publisher, receiving publisher, and journal owner) should consider any perpetual access rights that customers may have acquired, seek a full understanding of the rights which apply, and ensure that such access is fulfilled. The Code intentionally does not specify the means or parties to provide such access, but places on the transferring publisher the responsibility for ensuring that customers to whom it has granted perpetual access rights will continue to have access post-transfer (see section 6.4).

3.5 Preservation Arrangements

The transferring publisher will alert the receiving publisher to all existing preservation arrangements for the journal.

3.6 Gratis Arrangements

The transferring publisher will ensure that the receiving publisher is supplied with contact information for recipients of gratis content feeds and recipients of gratis online and/or print access to the journal within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later. This information is to include, but not be limited to, appropriate editorial board

members, abstracting and indexing services, and legal deposit libraries.

4. Other Data and Resources

4.1 Usage Statistics

The transferring publisher will make usage statistics, preferably COUNTER-compliant, available for the transferred content for at least 12 months after the effective transfer date so that institutional subscribers have access to this information.

4.2 Digital Resources

The transferring publisher will agree with the journal owner whether any journal-specific apps, or audio/video or data archives will be transferred, and whether responsibility for the curation of any journal-specific social media sites (for example, Twitter feeds or Facebook pages) will pass to the receiving publisher.

5. Journal URL

The transferring publisher will transfer any existing journal-specific journal domain name(s) to the receiving publisher. If the URL of the journal home page(s) is part of the transferring publisher's domain then:

- If the transferring publisher will cease to host the online version of the journal after the effective transfer date, they will provide 301 “moved permanently” redirects from pages on the transferring publisher's site directly to appropriate pages (including the home page[s] of the journal) on the receiving publisher's site. These will forward the original URL request in full and be maintained for a minimum of 12 months after the effective transfer date, to enable search engine indices to be updated appropriately.
- If the transferring publisher will continue to host the online version of the journal after the effective transfer date, they will provide and maintain URL links from relevant pages on the transferring publisher's site directly to equivalent pages (including the home page[s] of the journal) on the receiving publisher's site.

The transferring publisher will provide the receiving publisher with an accurate summary of these transitional URL links or redirects.

6. Communication

6.1 Transfer Communication

The transferring publisher will provide clear journal transfer information to all relevant parties, including customers with paid access, readers, and content recipients, within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later.

6.2 E-Alert Registrants

The transferring publisher, in consultation with the receiving publisher, will ensure that all e-alert registrants receive a clear communication regarding the journal transfer within 4 weeks of signature of the contract or 1 month prior to the effective transfer date, whichever is the later, and that this communication includes information that will allow them to sign up for e-alerts from the receiving publisher, if applicable. Where directed by the journal owner and legally permissible, the transferring publisher will make the list of registrants receiving content e-alerts for the journal available to the

receiving publisher, concurrent with this communication.

6.3 Licensing Information

The transferring publisher will provide the receiving publisher with a list of all licensing outlets for the transferring journal, for example content aggregators. The transferring publisher will use reasonable efforts to include data on both current licensing outlets and former licensing outlets with arrangements which ceased within 12 months prior to the effective transfer date.

6.4 Perpetual Access Information

If the receiving publisher will fulfill perpetual access obligations (see section 3.4), the transferring publisher will communicate to the receiving publisher where such rights were granted. If the transferring publisher will continue to fulfill perpetual access obligations, they will ensure that this is communicated to relevant customers within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later.

7. Identifier information

7.1 DOI Ownership

If Digital Object Identifier (DOI) names have been assigned to the digital content, the transferring publisher will follow the relevant guidelines established by the appropriate DOI registration agency. For Crossref DOI names, the transferring publisher will give its consent to the change of DOI name ownership as soon as possible after signature of the contract, and will adhere to the Crossref DOI name ownership transfer guidelines.

7.2 ISSN Information

The transferring publisher will communicate the ISSN of all current versions of the journal (e.g., ISSN for print and ISSN for online versions) as well as the linking ISSN or “ISSN-L” to the receiving publisher. When necessary, this information can be retrieved from the ISSN Register published online by the ISSN International Centre. If the journal previously had a different title and ISSN, or has been merged into or split out of another title, then the relevant former title(s) and related ISSN should also be communicated for further dissemination by the receiving publisher.

8. Data Privacy and Protection

The transferring publisher will ensure that any data transferred to other parties is done so in accordance with any applicable data privacy and protection laws and regulations.

RECEIVING PUBLISHER—ROLES AND RESPONSIBILITIES

Key responsibilities:

- To ensure that content is made available to relevant customers on the effective transfer date.
- To ensure that relevant customers have uninterrupted access to journal content.

9. Access to the Journal

9.1 Open Access

The receiving publisher will ensure that any content published under license without charge to users will continue to be made available under the existing terms which apply.

9.2 Access for Customers

The receiving publisher will provide access to existing customers from the effective transfer date. If the receiving publisher has not received all digital content from the transferring publisher, or if the receiving publisher has received all digital content but is unable to provide access from the effective transfer date, it must permit the transferring publisher to continue to make the digital content available on a non-exclusive basis until the receiving publisher begins to provide access.

9.3 Perpetual Access

Customers that have been granted perpetual access rights to previously published content with the authority of the journal owner must have those rights honored. Either the transferring or the receiving publisher, or both, could fulfill perpetual access obligations (see section 3.4).

9.4 Preservation Arrangements

The receiving publisher will continue the existing, or equivalent, preservation arrangements for the journal after the effective transfer date. The receiving publisher will not remove content that was previously deposited in any preserving services, even if the receiving publisher will not be continuing to deposit content in those services.

10. Communication

10.1 Transfer Communication

The receiving publisher will use reasonable efforts to communicate journal transfer information to third parties with which it has arrangements impacted by the transfer, within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later. Where these third parties require an understanding of content URL structures, the receiving publisher will ensure that their communications include notification of any changes to these as a result of the transfer.

10.2 Transfer Alerting Service

The receiving publisher is responsible for using the Transfer Alerting Service (<http://etas.jusp.mimas.ac.uk/>) to announce the journal transfer within 4 weeks of signature of the contract or 4 months prior to the effective transfer date, whichever is the later.

11. Customer Lists

The receiving publisher will contact all existing customers with paid access as soon as possible on receipt of the customer lists (see section 3.2), and make arrangements with them for continued access to future content, subject to renewal of their access rights.

12. Identifier Information

12.1 DOI Ownership

If DOI names have been assigned to the digital content the receiving publisher will follow the relevant guidelines established by the appropriate DOI registration agency. For Crossref DOI names the receiving publisher will request consent for the transfer from the transferring publisher as soon as possible after signature of the contract and adhere to the Crossref DOI name ownership transfer guidelines.

12.2 ISSN Information

The receiving publisher will notify the ISSN International Centre about the transfer.

GLOSSARY

<u>Term</u>	<u>Definition</u>
abstracting and indexing services	Services that provide searching of journal content information.
ahead of paginated issue	Any content that is published by the transferring publisher in advance or instead of a journal issue.
appointed publisher	Party contractually appointed as publisher of the journal by the journal owner . NOTE: Whether this is the transferring publisher or the receiving publisher is dependent on the effective transfer date .
collection	A product offering that includes more than one journal.
content aggregators	Organizations offering access to journal content through a licensing arrangement made with the appointed publisher of the journal.
customer lists	Complete customer information exchanged to ensure continued service and commercial arrangements. NOTE: This information is to be treated as commercially confidential by the journal owner , receiving publisher , transferring publisher , and any other third parties involved in the journal transfer.
customers	Parties with a contractual arrangement for online and/or print access to journal content.
digital content	Journal content published or distributed in a digital form, encompassing all material intrinsic to publication. NOTE: Includes content originally published in a digital form and content digitized from print.
Digital Object Identifier (DOI®)	A unique alphanumeric identifier assigned to a piece of digital content and providing a persistent link to its current location. NOTE: Crossref DOI Name Ownership Transfer Guidelines are available at: https://www.crossref.org/
DOI registration agency	Service allocating, registering, and providing the necessary infrastructure to support maintenance of DOIs . NOTE: Crossref is the international DOI registration agency covering scholarly and professional research content.
domain name	A unique, recognizable name addressing the top-level of an online resource.
e-alert	Digital alert regarding journal content sent out to users who have specifically registered to receive these.
effective transfer date	The contractual date that the receiving publisher is appointed as publisher of the journal by the journal owner .
home page(s)	Online page(s) maintained by a publisher that serve as a specific hub for journal information and/or content.
institution	A teaching or research institution, corporation, or other academic,

	professional, or commercial organization.
ISSN	The standardized international code for the identification of journals. NOTE: ISSN numbers appear as two groups of four digits, separated by a hyphen, and are assigned by the coordinated network of national ISSN centers. If the title of a journal changes in any significant way, a new ISSN must be assigned. More information is available at: http://www.issn.org/
journal owner	The legal owner of the journal in question, whether a publisher, academic society, or other third party.
legal deposit libraries	Repository for journal content submitted as a legal requirement on final publication. NOTE: A national library typically fulfills this role.
licensing outlets	Organizations licensing full or partial journal content from the appointed publisher .
member subscribers	Parties with online and/or print access to journal content resulting from membership in an organization, with an arrangement for this with the journal owner . NOTE: The membership organization in such a case may be the journal owner or a third party.
online editorial system	System used to submit and track content submitted to the journal and associated data through the editorial process from submission to acceptance for publication. NOTE: Also known as a manuscript tracking system.
perpetual access	Retention of access to digital content after the contractual term for current access has ended. NOTE: Also known as post-cancellation access.
personal subscribers	Parties who are individuals with a contractual arrangement for online and/or print access to journal content, other than through an institution.
preservation arrangements	Arrangements with services preserving digital content to ensure the long-term availability of these materials. NOTE: More information on these services is available at: https://thekeepers.org/
purchase tier	Differentiated and defined options by which customers have purchased paid access. NOTE: Examples include online and/or print, discounted, collection or package, and institutional category options.
receiving publisher	Party contractually appointed as publisher of the journal by the journal owner from the effective transfer date .
supplemental data	Digital files, owned by the journal owner , made available online by the transferring publisher to support the content of one or more articles published in the journal. NOTE: Examples include related datasets and multimedia files.
Transfer Alerting Service (ETAS)	Service designed to facilitate communication of journal transfers by receiving publishers completing relevant information, which is then

recorded in a database and used to notify registered recipients.

NOTE: Available at: <http://etas.jusp.mimas.ac.uk/>

Transfer compliant

Organizations that publicly sign up to the Transfer Code of Practice via the procedures outlined on the Transfer site and who then follow the Code in subsequent journal transfers will be considered Transfer compliant.

NOTE: The Transfer Standing Committee will keep the list of Transfer compliant publishers up-to-date on the Transfer site.

transferring publisher

Party contractually appointed as publisher of the journal by the **journal owner** until the **effective transfer date**.

usage statistics

Statistics relating to usage of journal digital content on a publisher's site.

NOTE: It is recommended that these statistics are COUNTER compliant. COUNTER sets standards that facilitate the recording and reporting of online usage statistics in a consistent, credible, and compatible way.

More information is available at: <https://www.projectcounter.org/>

APPENDIX A: SUPPLEMENTARY INFORMATION

Accompanying supplementary information that is not part of the Code, but is intended to aid in understanding and implementation, can be found at: <https://www.niso.org/standards-committees/transfer/>