

Transfer Code of Practice

TRANSFER

*A Recommended Practice of the
National Information Standards Organization*

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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 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 Receiving Publisher. Publishers are asked to endorse the Code and to abide by its principles. The Code is governed by the Transfer Standing Committee—a group of librarians, publishers, and other experts.

Background and Revision History

The Transfer project was initiated by UKSG in 2006, when a working group was formed comprising 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 regarding 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. A NISO Transfer Standing Committee was formed and continues 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.

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. The Transfer Alerting Service (TAS) is now hosted through the ISSN International Centre.

Version	Date Approved	Brief Description
Version 1.0	April 2007	<i>Superseded version.</i> First iteration of the Code.
Version 2.0	September 2008	<i>Superseded version.</i> Incorporated feedback on representing different business models.

Version	Date Approved	Brief Description
Version 3.0	March 2014	<i>Superseded version.</i> Included key updates on new content and subscriber types, URLs and redirects, nomenclature, and communications. Reissued in February 2015 as a NISO Recommended Practice.
Version 4.0	April 2019	<i>Superseded version.</i> Included Open Access considerations, perpetual access responsibilities, licensing information, revisions to URLs, and redirects.
Version 5.0	TBD	<i>Current version.</i>

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:

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The committee also thanks Amanda Bartell (Crossref) for her insight and assistance.

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.

PRINCIPLES

The objective of the Transfer Code of Practice (“the Code”) is 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 with all Content but primarily 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; the Code is intended to be universally applied regardless of the nature of the publisher or whether a third party is involved.
- The Code makes recommendations in regard to Journal Owners, recognizing their role as an important third party in the transfer process in respect of third-party owned journals.
- 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 be—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.

1.1 Terms and Definitions

The following terms, as used in this Recommended Practice, have the meanings indicated. While not exhaustive, these definitions for key terms used in the Code are intended to aid understanding and avoid ambiguities in interpretation.

<u>Term</u>	<u>Definition</u>
Abstracting and Indexing Services	Tools that help users find scholarly content, such as journal articles and e-books, by providing metadata and abstracts. These services help to improve the discoverability and visibility of academic literature.
Article Processing Charge (APC)	A fee levied by a publisher to make the version of record of an article available Open Access.
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.
Backfile Content	Any Content published ahead of the date of transfer. Note: This may also be referred to as “archive content.”
Collection	A product offering that includes more than one journal.
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.
Content Aggregators	Organizations offering access to 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,

<u>Term</u>	<u>Definition</u>
	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 Content.
Digital Object Identifier (DOI®)	A unique alphanumeric identifier assigned to a piece of Content and providing a persistent link to its current location. Note: DOI name ownership transfer guidelines are available on the Crossref website . ¹
Documentary Evidence	Such evidence might include (without limitation) an agreement with the Journal Owner and/or correspondence or other declaration from both the Transferring and Receiving Publishers confirming the transfer, as may be further defined and/or requested by the Transfer Alerting Service (TAS).
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 identifying the top level of an online resource.
E-alert	Digital alert regarding 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.
Homepage(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 organization; corporation; or other academic, professional, or commercial organization.

¹ <https://www.crossref.org/documentation/register-maintain-records/creating-and-managing-dois/>

<u>Term</u>	<u>Definition</u>
ISSN	<p>The standardized international code for the identification of journals.</p> <p>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. The ISSN International Centre provides guidance on their website.²</p>
Journal Owner	The legal owner of the journal in question, whether a publisher, academic society, or other third party.
Legal Deposit Library	<p>Repository for Content submitted as a legal requirement on final publication.</p> <p>NOTE: A national library typically fulfills this role.</p>
Licensing Outlet	Organization licensing full or partial Content from the Appointed Publisher.
Main Transfer Contact	Individual designated by a publisher who is responsible for endorsing the Code and managing the organization's ISSN Portal account, whose contact details (name, email, job title) will be made available on the NISO website . ³
Member Subscriber	<p>Party with online and/or print access to Content resulting from membership in an organization, with an arrangement for this with the Journal Owner.</p> <p>Note: The membership organization in such a case may be the Journal Owner or a third party.</p>
Online Editorial System	<p>System used to submit and track content submitted to the journal and associated data through the editorial process from submission to acceptance for publication.</p> <p>Note: Also known as a manuscript tracking system or submission system.</p>

² <https://www.issn.org/>.

³ <https://www.niso.org/standards-committees/transfer/transfer-publishers>

<u>Term</u>	<u>Definition</u>
Open Access	Immediate, permanent, and free-to-access availability of the published version of record on the publisher's platform under an Open License.
Open License	A license applied to published Content that permits copying and reuse (e.g., a Creative Commons ⁴ or comparable license).
Perpetual Access Rights	Retention of access to Content after the contractual term for current access has ended. Note: Also known as post-cancellation access.
Personal Subscriber	Individual with a contractual arrangement for online and/or print access to Content, other than through an Institution.
Preservation Arrangement	Arrangement with services preserving Content to ensure the long-term availability of these materials. The Keepers Registry is maintained by the ISSN International Centre. ⁵
Purchase Tiers	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 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 data sets and multimedia files.
Transfer Alerting Service (TAS)	Service designed to facilitate communication of journal transfers. Receiving publishers file a transfer statement on the ISSN Portal , ⁶ and the relevant information is recorded

⁴ <https://creativecommons.org/share-your-work/cclicenses/>.

⁵ <https://keepers.issn.org/>.

⁶ <https://portal.issn.org/>.

<u>Term</u>	<u>Definition</u>
	and then automatically published on the TAS website , ⁷ triggering a notification to registered recipients of the TAS mailing list.
Transfer Compliant	Organizations that publicly sign up to the Transfer Code of Practice via the procedures outlined on the Transfer site and that 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 website . ⁸
Transferring Publisher	Party contractually appointed as publisher of the journal until the Effective Transfer Date.
Transformative Agreement	A contract between a publisher and an institution, usually covering both access and open access publication charges as part of a managed transition to Open Access. Note: Also known as a transitional agreement or a transformational agreement.
Usage Statistics	Statistics relating to usage of Content on a publisher's site. Note: It is strongly recommended that these statistics are COUNTER compliant. COUNTER ⁹ sets standards that facilitate the recording and reporting of online Usage Statistics in a consistent, credible, and compatible way.

⁷ <https://journaltransfer.issn.org/>.

⁸ <https://www.niso.org/standards-committees/transfer/transfer-publishers>.

⁹ More information is available at <https://www.countermetrics.org/>.

FUNDAMENTAL PROCESSES

1.2 Online Editorial Systems

All parties (the Transferring Publisher, Receiving Publisher, and Journal Owner) will decide on a suitable date from which the Receiving Publisher will be responsible for the Online Editorial System. There must be no overlap in responsibility for the Online Editorial System for new submissions, and at any given time, the submission process must be clear to authors.

1.3 Accepted Content and Content Under Consideration

All parties (the Transferring Publisher, Receiving Publisher, and Journal Owner) will agree on a date at which the Transferring Publisher will cease to produce accepted Content, to ensure that all Content that is to be published after the Effective Transfer Date is in the Receiving Publisher's format.

All parties (the Transferring Publisher, Receiving Publisher, and Journal Owner) should agree as early in the transfer process as possible on how costs and revenue should be allocated for articles still under consideration by, or going through the production processes of, the Transferring Publisher when responsibility for the Online Editorial System switches to the Receiving Publisher.

1.4 Pre-Publication

1.4.1 Content and Associated Metadata

The Transferring Publisher will make all Content and associated metadata pertaining to articles accepted but not yet published and articles under review, necessary for publication after the Effective Transfer Date, whether held in an Online Editorial System or in production, available to the Receiving Publisher within four weeks of the contract being executed or two months prior to the Effective Transfer Date, whichever is later.

To maintain the peer review record and ensure operational continuity, this transfer should include all past metadata pertaining to both accepted and rejected papers held in any Online Editorial System used by the journal, where feasible. Such metadata includes details of handling editors; authors; article titles; and reviewers, including their reports and their contact details.

1.4.2 Publication Charges

Regarding articles accepted by the Transferring Publisher that will be published by the Receiving Publisher, the Transferring Publisher will transfer all article-level metadata associated with relevant publication charges (including Article Processing Charges (APCs), additional page charges, and any relevant waivers or discounts) that have been agreed on between the Transferring Publisher and any author(s) at the time of the execution of the transfer contract. This

includes publication charges that have been agreed on within the context of a Transitional Agreement and that result in a discounted or waived APC for the author(s).

It is recommended that the Receiving Publisher honor any outstanding publication charges that have been agreed on between the Transferring Publisher and any author(s) separately from any changes to publication charges for new submissions.

1.5 Transferring Digital Content

The Transferring Publisher will make all available Content (current and archive, including any hosted Supplemental Data) and associated metadata available to the Receiving Publisher within four weeks of execution of the contract or six months prior to the Effective Transfer Date, whichever is later. Where appropriate and available, the Transferring Publisher will provide sufficient information to ensure appropriate linking of Supplemental Data to the relevant items. Content that is subsequently published before the end of the contract period will be transferred without undue delay. If the Transferring Publisher is not the Journal Owner, it will provide the Content to the Receiving Publisher only with the express written permission of the Journal Owner.

TRANSFERRING PUBLISHER — ROLES AND RESPONSIBILITIES

Key responsibilities:

- To agree with all parties (including the Receiving Publisher and Journal Owner) the Transfer Effective Date.
- To ensure that appropriate information is shared with Receiving Publishers and relevant Customers in a timely fashion.
- To collaborate with Receiving Publishers to ensure that relevant Customers have uninterrupted access to Content.

2. Access to the Journal

2.1 Access and License Indicators

The Transferring Publisher will indicate to the Receiving Publisher the current and historical publication model, including the date of any Open Access conversion and the access and license metadata indicators, for all items of Content. For further guidance on these indicators, see [NISO RP-22-2021: Access & License Indicators](#).¹⁰

2.2 Paid Customer Lists

The Transferring Publisher will make the Customer Lists of Customers with paid access to the journal available to the Receiving Publisher within four weeks of execution of the contract or six months prior to the Effective Transfer Date, whichever is later. If updates are made to the Customer Lists after this point, the Transferring Publisher will provide this information to the Receiving Publisher within one month of the Effective Transfer Date. 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.

¹⁰ <https://www.niso.org/publications/rp-22-2021-ali>

- 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 that 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. For Institutions that have purchased a current online Collection including the journal, an annual institutional usage report needs to accompany the institutional Collection subscriber list. The objective is to ensure the transfer of transparent information on previous access arrangements, avoiding adverse impacts on Institutions, subscribers, or Journal Owners.

2.3 Access for Customers

If the Receiving Publisher has received all of the Content but is unable to provide access on the Effective Transfer Date, the Transferring Publisher will continue to host Content in order to provide access to existing Customers until the Receiving Publisher has made the Content available, or for six months after the Effective Transfer Date, whichever is sooner. If the Receiving Publisher has not made the Content available six months after the Effective Transfer Date or if the Receiving Publisher is not known or the transfer is delayed, the Transferring Publisher is encouraged to continue to provide access to the Transferring Publisher's existing Customers for as long as it is reasonably possible to do so.

2.4 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. Any party could fulfill perpetual access obligations (with the agreement of the Journal Owner). 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 that 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 5.4).

2.5 Open Access

The Transferring Publisher must ensure Content published under an Open License continues to be made available under the same license and is integrated for discoverability alongside subscription Content, even if the Transferring Publisher will cease to host the online version of the journal after the Effective Transfer Date.

Any party could fulfill the obligation to make Open Access Content discoverable (with the agreement of the Journal Owner). All parties (the Transferring Publisher, Receiving Publisher, and Journal Owner) should consider any Open Access Content during negotiations. 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 Open Access Content will continue to be made openly available in an appropriate fashion.

2.6 Preservation Arrangements

The Transferring Publisher will alert the Receiving Publisher to all existing Preservation Arrangements for the journal.

2.7 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 four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later. This information is to include, but not be limited to, appropriate editorial board members, Abstracting and Indexing Services, and Legal Deposit Libraries. It is the responsibility of the Receiving Publisher to update relevant parties.

3. Other Data and Resources

3.1 Usage Statistics

The Transferring Publisher will make Usage Statistics available for the transferred Content for at least 12 months after the Effective Transfer Date so that Institutional subscribers have access to this information. It is strongly 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.

3.2 Digital Resources

The Transferring Publisher will agree with the Journal Owner whether any journal-specific apps, audio/video content, or data archives will be transferred, and whether responsibility for the curation of any journal-specific social media feeds will pass to the Receiving Publisher.

3.3 Editorial Metadata

To maintain the peer review record, it is recommended that past metadata held in any Online Editorial System used by the journal that is necessary for the ongoing peer review process is included where feasible, at the bare minimum including the data specified in 1.4.1.

4. Journal URLs

4.1 Journal URLs

The Transferring Publisher will transfer any existing journal-specific Domain Name(s) to the Receiving Publisher. If the URL of the journal Homepage is part of the Transferring Publisher's domain, then:

- If the Transferring Publisher ceases to host Backfile Content 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 Homepage 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 indexes to be updated appropriately.
- If the Transferring Publisher will continue to host Backfile Content of the journal after the Effective Transfer Date, they will provide and maintain URL links from the relevant journal landing page on the Transferring Publisher's site directly to equivalent pages 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.

5. Communication

5.1 Transfer Communication

The Transferring Publisher will provide clear journal transfer information, including effective volume, issue, date of transfer, and destination to all relevant parties on public-facing platforms, including the journal website, author submission system, price lists, etc., within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later. Relevant parties include Customers with paid access, readers, Content recipients, and other third parties.

Where such third parties include those with which it has arrangements impacted by the transfer, such as PubMed and other indexing services, knowledge base providers, and authentication services, the Transferring Publisher should provide such notifications within a reasonable timeline from the Effective Transfer Date. If all the information is not known or transfer is delayed, it should be added to the extent that it is known and updated as appropriate.

5.2 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 four weeks of execution of the contract or one month prior to the Effective Transfer Date, whichever is 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.

5.3 Permissions, Rights, and 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, within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later. The Transferring Publisher will use reasonable efforts to include data for both current Licensing Outlets and former Licensing Outlets with arrangements that ceased within 12 months prior to the Effective Transfer Date.

5.4 Perpetual Access Information

The Transferring Publisher will ensure that information about Perpetual Access Rights is communicated to relevant Customers, including the Content range that they are entitled to access, within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later. The Transferring Publisher shall also indicate to relevant Customers the party that will fulfill perpetual access obligations (e.g., the Transferring or Receiving Publisher).

If the Receiving Publisher will fulfill perpetual access obligations (see 2.4), the Transferring Publisher will communicate to the Receiving Publisher within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later, where such rights were granted by providing a list of Institutions and/or subscribers, specifying the Content range that they are entitled to access.

5.5 Transfer Alerting Service

The Transferring Publisher will provide the Receiving Publisher with a contact name, email address, and the previous journal URL to be published on the [Transfer Alerting Service](#) (TAS).¹¹

¹¹ <https://journaltransfer.issn.org/>.

6. Identifier Information

6.1 DOI Ownership

Where Digital Object Identifiers (DOIs) have been assigned to the Content, the transferring publisher will follow the relevant guidelines established by the appropriate DOI Registration Agency.

For Crossref DOIs, the Transferring Publisher will send the Receiving Publisher its written consent to the change of DOI.

6.2 ISSN Information

Within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later, the Transferring Publisher will communicate the ISSNs 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. 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(s) will also be communicated.

7. Data Privacy and Protection

7.1 Data Transfers

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 agree with all parties (including the Transferring Publisher and Journal Owner) the Transfer Effective Date.
- To ensure that Content is made available to relevant Customers on the Effective Transfer Date.
- To collaborate with Transferring Publishers to ensure that relevant Customers have uninterrupted access to Content.
- To ensure the journal transfer is registered with the ISSN International Centre's Transfer Alerting Service (TAS).

8. Access to the Journal

8.1 Access for Customers

The Receiving Publisher will provide access to existing Customers from the Effective Transfer Date. If the Receiving Publisher has agreed to host archive Content but has not received all Content from the Transferring Publisher, or if the Receiving Publisher has received all Content but is unable to provide access from the Effective Transfer Date, it must permit the Transferring Publisher to continue to make the Content available on a non-exclusive basis until the Receiving Publisher begins to provide access as per the timeframes recommended in 2.3. Information on access to Content should be provided in communications to current journal Customers.

8.2 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. Any party could fulfill perpetual access obligations (with agreement of the Journal Owner; see 2.4).

8.3 Open Access

The Receiving Publisher will ensure that Open Access Content remains available under the same or no more restrictive Open License than at the time of transfer and, where applicable, should integrate such Content for discoverability alongside subscription Content. All parties (the Transferring Publisher, Receiving Publisher, and Journal Owner) should consider any Open Access Content during negotiations.

8.4 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.

9. Customer Lists

9.1 Customers with Paid Access

The Receiving Publisher will contact all existing Customers with paid access as soon as possible upon receipt of the Customer Lists (see **Error! Reference source not found.**) and make arrangements with them for continued access to future Content, subject to renewal of their access rights.

10. Communication

10.1 Third Parties

In order for subscribers to have continuing access, the Receiving Publisher will use reasonable efforts to communicate journal transfer information to third parties with which it has arrangements impacted by the transfer, such as PubMed and other indexing services, knowledge base providers, and authentication services, prior to the Effective Transfer Date. 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 Gratis Arrangements

The Receiving Publisher is responsible for notifying ongoing recipients of gratis content feeds and recipients of gratis online and/or print access to the journal (including, but not limited to, appropriate editorial board members, Abstracting and Indexing Services, and Legal Deposit Libraries).

10.3 Retractions and Corrections

If the Transferring Publisher will continue to host Backfile Content and the Receiving Publisher issues a notice of retraction or correction, a reasonable effort will be made, where applicable, to communicate with the Transferring Publisher to take any appropriate action.

10.4 Perpetual Access

If the Receiving Publisher will fulfill perpetual access obligations, they will communicate this to relevant Customers within a reasonable period after receiving such information from the Transferring Publisher, including the Perpetual Access Rights information received from the Transferring Publisher regarding the Content range they are entitled to access.

10.5 Transfer Alerting Service

Upon endorsing the Code, the Receiving Publisher must identify a responsible person to act as the Main Transfer Contact. The ISSN International Centre will then create an account for the organization on the ISSN Portal with a username and password. This account will allow the Registration Contact to notify the ISSN International Centre of a transfer by logging it with the [ISSN Portal](#),¹² retrieving the relevant publication record, checking the details, and providing the transfer information. The transfer information includes a contact name and email address for both the Transferring and Receiving Publishers; the Effective Transfer Date; the volume, issue, and URLs (previous and new) for the journal; and confirmation of which party will continue to host the Backfile Content. Documentary Evidence of the transfer should also be provided at this stage. Further guidance for the Receiving Publisher is available on the [NISO TAS webpage](#).¹³

This action by the Receiving Publisher should take place within four weeks of execution of the contract or four months prior to the Effective Transfer Date, whichever is later. It will trigger a public announcement via the TAS.

11. Identifier Information

11.1 DOI Ownership

If DOIs have been assigned to the Content, the Receiving Publisher will follow the relevant guidelines established by the appropriate DOI Registration Agency. For Crossref DOIs, the Receiving Publisher will request consent for the transfer from the Transferring Publisher as soon as possible after execution of the contract and adhere to the Crossref DOI ownership transfer guidelines, including responsibility for communicating the change as required.

¹² <https://portal.issn.org/>.

¹³ <https://niso.org/standards-committees/transfer/tas>.

11.2 ISSN Information

Journals are identified by ISSNs in the ISSN Portal. ISSNs are not impacted by a journal transfer and remain the same. The Receiving Publisher should record the transfer in accordance with 10.5.

However, if the Receiving Publisher intends to change the journal's title, it should apply for a new ISSN(s) after the Effective Transfer Date. Upon publishing the first issue on which the new title and the Receiving Publisher's name appear, the Receiving Publisher should provide the ISSN Centre located in the country of publication with documentation showing their ownership of the publication as well as a sample issue of the print version, the URL of online issues, and/or scans of print or webpages, as applicable.