

# Transfer Code of Practice: Version 3.0

## 1. PRINCIPLES

The goals of the Transfer Code of Practice ('Code') are to promote a set of standards that apply whenever a journal is transferred from one publisher or publishing platform 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 online content and not with print – except where the Code calls for print subscription lists to be made available.

Publishers who publicly sign up to the Code and apply it in practice are considered 'Transfer compliant'. Publishers agreeing to this Code do so for the titles that they wholly own. Transfer-compliant publishers are expected to use commercially reasonable efforts to ensure that their newly negotiated third-party-owned journal contracts are also 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.

This Code is intended to be universally applied regardless of the nature of the publisher or whether a third party is involved, or if one publisher is 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.

As a voluntary best practices code for industry participants, the Transfer Code of Practice 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, publishers that sign up to this Code 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.

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 Transfer Code of Practice.

Transfer-compliant publishers are encouraged to use the Enhanced Transfer Alerting Service (ETAS) at <http://etas.jusp.mimas.ac.uk/> to give advance information to librarians and third parties about journals that will be entering or leaving their publishing portfolios.

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

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## TRANSFERRING PUBLISHER — ROLES AND RESPONSIBILITIES

Key responsibilities:

\*To facilitate the effective and rapid transfer of accurate and comprehensive information about subscribers and other entitled users 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 files

**2.1 *Transferring digital content files:*** The transferring publisher will make all available digital content files (current and archive, including any supplemental data) available to the receiving publisher within four weeks of signature of the contract or four 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 files 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 *Other digital assets:*** The transferring publisher will also agree with the journal owner whether any title-specific apps, or audio/video archives will be transferred, and whether responsibility for the curation of any journal-specific social media sites (for example, Twitter or Facebook pages) will pass to the receiving publisher.

**2.4 *Licensing terms:*** The transferring publisher will indicate to the receiving publisher the licensing terms under which all content was originally published.

**2.5 *Preservation arrangements:*** The transferring publisher will alert the receiving publisher to all existing preservation arrangements for the journal.

### 3. Access to the title

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

**3.2 *Perpetual access:*** The transferring publisher must ensure continued access to its subscribers 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. The Code intentionally does not specify the means for achieving such access, but places on the transferring publisher the responsibility for ensuring that subscribers to whom it has granted perpetual access rights will continue to have access post-transfer (see section 7.3).

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### 4. Subscriber and non-subscriber access to the journal

**4.1 Subscription lists:** The transferring publisher will make the subscription list of the journal available to the receiving publisher within four weeks of signature of the contract or six months prior to the effective transfer date, whichever is the later. If updates are made to the subscription 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 subscriber data:

- Institutions that have purchased a current print and/or electronic subscription to the journal, either independently or as part of a consortium of institutions
- Personal subscribers (excluding member subscribers)
- Member subscribers (with the permission of the journal owner or other relevant third-party organization)
- Former subscribers – at a minimum, those who ceased to subscribe at the end of the previous year
- Perpetual subscribers – (i.e., those granted perpetual access rights), where the transferring publisher will no longer be providing access, specifying the volume/issue range that they are entitled to access.

For each category above, the transferring publisher will specify subscription categories (online only, print plus online, print only). The transfer of details of institutions receiving the journal as part of a collection of titles at deeply discounted prices (as part of an electronic big deal or in print) is not required by this Code.

**4.2 Gratis subscribers:** The transferring publisher will ensure that the receiving publisher is supplied with contact information for recipients of gratis online or print versions of the journal, to include, but not limited to, editorial board members, abstracting and indexing services, and legal deposit libraries. This information will be supplied within four weeks of signature of the contract or four months prior to the effective transfer date, whichever is the later.

### 5. Other content and data types

**5.1 Online editorial system:** The transferring publisher will make all available content and data necessary to the preparation of future issues from any online editorial system used by the transferring journal available to the receiving publisher within four weeks of signature of the contract or four months prior to the effective transfer date, whichever is the later.

**5.2 Content in production (pre-publication):** If there is a backlog of unpublished content in production that the transferring publisher will be unable to publish before the effective transfer date, the transferring publisher will supply the content and associated metadata to the receiving publisher no later than six weeks prior to the effective transfer date.

**5.3 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.

### 6. Journal URL

The transferring publisher will transfer any existing title-specific journal domain name to the receiving publisher. If the journal title home page(s) URL is part of the transferring publisher's domain then the transferring publisher will provide URL links or redirects from relevant pages on the transferring publisher's web site directly to relevant pages (including the home page(s) of the journal) on the receiving publisher's

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site for a minimum of 12 months after the effective transfer date. The transferring publisher will provide the receiving publisher with an accurate summary of the transitional URL links or redirects so provided.

To ensure a smooth experience for readers reaching content through web search engines, and to ensure that search engine indexes are updated automatically and quickly following the transfer, the transferring publisher will establish HTTP301 permanent redirects if it will no longer be hosting digital content files. Such HTTP301 redirects will be at the level of individual articles. They will be kept in place for 12 months following the date of transfer, or alternatively the date following transfer on which the transferring publisher ceases to host journal articles published before the transfer.

### 7. Communication

**7.1 Transfer communication:** The transferring publisher will use reasonable efforts to communicate journal transfer information to all groups identified in the Code (see Glossary), and any others it deems to be appropriate, within four weeks of signature of the contract or four months prior to the effective transfer date, whichever is the later.

**7.2 Licensing information:** The transferring publisher will provide the receiving publisher with a list of all licensing outlets for the transferring title: for example, EBSCO, Proquest, JSTOR, etc.

**7.3 Perpetual licensing information:** The transferring publisher will use reasonable efforts to communicate journal transfer information where perpetual access rights were granted as part of a licensing agreement/Big Deal, unless archival rights will remain with the transferring publisher.

**7.4 e-alert registrants:** The transferring publisher, in consultation with the receiving publisher, will ensure that all e-alert registrants are advised of the change of publisher or platform prior to the effective transfer date, and that they are given information that will allow them to sign up for e-alerts from the receiving publisher.

### 8. Identifier information

**8.1 DOI name ownership:** If Digital Object Identifier (DOI) names have been assigned to the 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.

**8.2 ISSN information:** The transferring publisher will communicate the ISSNs of all current versions of the journal (e.g. print and online) and the linking ISSN or 'ISSN-L', where known, 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 ISSN(s) should also be communicated.

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## RECEIVING PUBLISHER — ROLES AND RESPONSIBILITIES

Key responsibilities:

\*To ensure that content is made available to existing subscribers and other entitled users on the effective transfer date

\*To ensure that subscribers and other entitled users have uninterrupted access to journal content

### 9. Access to the title

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

**9.2 Perpetual access arrangements:** Subscribers 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 7.3).

**9.3 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 preserving archive(s), even if the receiving publisher will not be continuing to deposit content in the archive(s).

### 10. Licensing terms

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

### 11. Communication

**11.1 Transfer communication:** The receiving publisher will use reasonable efforts to communicate journal transfer information to all groups identified in the Code (see Glossary), and any others it deems to be appropriate, within four weeks of signature of the contract or four months prior to the effective transfer date, whichever is the later.

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

### 12. Subscription lists

The receiving publisher will contact all existing subscribers as soon as possible on receipt of the subscription lists (Section 4.1), and make arrangements with them for continued access to future issues, subject to subscription renewal.

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### 13. Identifier information

**13.1 DOI ownership:** If DOI names have been assigned to the 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.

**13.2 ISSN information:** The receiving publisher will notify the appropriate ISSN center about the transfer.

Please refer also to the accompanying supplementary Information and glossary documents, which can be found at <http://www.uksg.org/Transfer/Code>. These do not form part of the Code, but are intended to supplement and aid in understanding of the Code.