

TRANSFER Code of Practice: Version 2.0

STATUS: Public comment completed; revised version released

PRINCIPLES

The goal of the TRANSFER Code is to establish a set of standards that would apply whenever a journal is transferred from one publisher to another and 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 who apply it in practice will be considered ‘TRANSFER Compliant’. Publishers agreeing to this Code do so for the titles that they wholly own. TRANSFER Compliant publishers will also be 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, the 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 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.

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TRANSFERRING PUBLISHER - ROLES & RESPONSIBILITIES

Key responsibilities:

*To facilitate effective and rapid transfer of subscriber information to the Receiving Publisher and continued access for customers to journal content

*To facilitate effective and rapid transfer of journal content to the Receiving Publisher

- 1. Access to the title:** The Transferring Publisher must ensure continued access to its customers where it has granted perpetual access rights even if the Transferring Publisher will cease hosting the online version of the journal after the Effective Transfer Date. Either the Transferring or the Receiving Publisher, or both, could fulfil 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 customers to whom it has granted perpetual access rights will continue to have access post-transfer. If the Receiving Publisher has received all of the content files but is unable to provide access on the Effective Transfer Date the Transferring Publisher shall continue to provide access to existing customers until the Receiving Publisher has made the files available or for six months, whichever is sooner. If the Receiving Publisher has not made the files available six months after the Effective Transfer Date, the Transferring Publisher is encouraged to continue to provide access to Transferring Publisher's existing customers.
- 2. Digital content files — current (born digital) and archive (digitized from print), if available:** The Transferring Publisher will make the digital files 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 files to the Receiving Publisher only with the express written permission of the journal owner. Any payments covering the exchange of digital content files will be determined by the parties involved in the transfer.
- 3. 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. The Transferring Publisher will use reasonable efforts to include the following types of subscriber data:
 - Personal/Membership subscriber details
 - Institutional subscriber details (print, online and print + online) – specifying which customers have perpetual access rights and from what online Volume/Issue
 - Consortia Subscribers – specifying which customers have perpetual access rights and from what online Volume/Issue, and which customers have taken a full institutional subscription within the collection of which the transferring journal was a part.
 - Lapsed subscribers – at a minimum, subscribers who lapsed at the end of the previous year plus any lapsed subscribers who have perpetual access rights, specifying the Volume/Issue range that they are entitled to access.
- 4. Journal URL:** The Transferring Publisher will transfer any existing title-related journal domain name to the Receiving Publisher. If the journal title home page URL is part of the Transferring Publisher's domain then the Transferring Publisher will provide a URL link directly to the homepage of the journal on the Receiving Publisher's site or create a redirect to the journal homepage for a minimum of 12 months after the effective date of transfer.

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5. **Communication:** The Transferring Publisher will use reasonable efforts to communicate journal transfer information to its customers, electronic table of contents alert customers, and relevant intermediaries within four weeks of signature of the contract or four months prior to the Effective Transfer Date, whichever is the later.
6. **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 adhere to the CrossRef DOI Name Ownership Transfer Guidelines.
(<http://www.crossref.org/02publishers/guidelines.html>)

RECEIVING PUBLISHER - ROLES & RESPONSIBILITIES

Key responsibilities:

- *To ensure that content is made available to existing customers on the Effective Transfer Date
- *To ensure that customers have uninterrupted access to the journal content

7. Access to the title: The Receiving Publisher will provide access to existing customers 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, they 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.

It is very common for journal content to be included in one or more archiving services. The Receiving Publisher will not remove content that was previously deposited in an archive, or archives, even if the Receiving Publisher will not be continuing to deposit content in the archive, or archives. The Receiving Publisher is encouraged to continue the existing, or equivalent, archiving arrangements for a journal after the Effective Transfer Date.

Customers that have been granted perpetual access rights to previously published content with the authority of the journal owner must have those rights honoured. Either the Transferring or the Receiving Publisher, or both, could fulfil perpetual access obligations.

8. **Communication:** The Receiving Publisher will use reasonable efforts to communicate journal transfer information to its customers and other intermediaries within four weeks of signature of the contract or four months prior to the Effective Transfer Date, whichever is the later.
9. **Subscription lists:** The Receiving Publisher will contact all existing customers as soon as possible on receipt of the subscription lists (point 3), and make arrangements with them for continued access to future issues, subject to subscription renewal.
10. **DOI ownership:** If Digital Object Identifier (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.
(<http://www.crossref.org/02publishers/guidelines.html>)