



**NISO RP-24-2015**

# **Transfer Code of Practice**

**Version 3.0**



*A Recommended Practice of the  
National Information Standards Organization*

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## FOREWORD

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### About this Recommended Practice

The Transfer project was initiated by UKSG in 2006 in response to issues identified by the scholarly communications community when journal titles change platform providers or owners. In the first ten 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 causes the minimum disruption to stakeholders and adheres to an agreed-upon Code of Practice.

#### 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 Transfer Alerting Service was released in May 2012, adding a searchable database available at <http://etas.jusp.mimas.ac.uk/>. The ETAS is currently offered through collaboration among UKSG, JUSP, JISC, and Cranfield University with JUSP and MIMAS providing the hosting environment.

#### Project Moved to NISO

In 2014, the UKSG Transfer Working Group approached the National Information Standards Organization (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 that included some members of the previous UKSG Working Group. The Standing Committee will work to encourage broader 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.

The current hosting arrangements for the ETAS service will remain in place for the foreseeable future.

#### Revision History

The first Transfer Code of Practice was published in April 2007. Following feedback from some publishers regarding differing business models that needed to be addressed, a second version was issued in September 2008.

The current version 3.0 was released in March 2014. The new version has a number of key updates dealing with new content types, clarification of subscriber types, journal URLs and redirects, nomenclature, and the timing and content of communications. A detailed description of the changes is available on the transfer website: [www.niso.org/workrooms/transfer/](http://www.niso.org/workrooms/transfer/).

This document represents a re-issue of the UKSG version 3.0 of the Code as a NISO Recommended Practice.

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## **NISO BI Topic Committee Members**

The Business Information (BI) Topic Committee had the following members at the time it approved the transfer of this Recommended Practice from UKSG to NISO:

**Denise Davis, Co-chair**

Sacramento Public Library

**Nawin Gupta**

Association of Subscription Agents (ASA)

**Norm Medeiros**

Haverford College

**Greg Raschke**

North Carolina State University Libraries

**Christine Stamison**

Center for Research Libraries

**Timothy Strawn**

California Polytechnic State University

**Karla Strieb, Co-chair**

Ohio State University Libraries

**Gary Van Overborg**

Scholarly iQ

**Charles Watkinson**

Purdue University

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## UKSG Transfer Working Group Members

The following individuals served on the UKSG Transfer Working Group, which developed the Transfer Code of Practice v3.0:

**Magaly Bascones**

JISC Collections

**Jennifer Bazeley**

Miami University

**Nancy Beals**

Wayne State University

**Rochelle Belanger**

John Wiley & Sons, Ltd.

**Kiersty Cooper**

Nature Publishing Group

**Anna Creech**

University of Richmond

**Tim Devenport**

EDItEUR

**Rob Edwards**

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**Louise Howes**

Swets

**Sonia Manjarres-Fernandez**

John Wiley & Sons

**Laura Jenkins**

Emerald Publishing Group

**Audrey McCulloch**

ALPSP

**Alison Mitchell**

Nature Publishing Group

**Mary Nugent**

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Oxford University Press

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EBSCO Information Services

**Tamara Welschot**

Springer

**Elizabeth Winter**

Georgia Institute of Technology Libraries

**Steve Wymbs**

Elsevier

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## 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 in an appendix to this document. Whilst 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 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](#)).

## **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 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 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.

## 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://etas.jusp.mimas.ac.uk/>) 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.

## 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.

## GLOSSARY

<u>Term</u>	<u>Definition</u>
<b>abstracting and indexing services</b>	Services that provide searching of journal content information.
<b>ahead of paginated issue</b>	Any content that is published by the <b>transferring publisher</b> in advance of a journal issue being produced in its entirety.
<b>archive</b>	A third party organization that preserves scholarly literature published in electronic form. NOTE: The organization's mission is to ensure that these materials remain accessible to future scholars, researchers, and students. Current examples of archive services are: Portico, LOCKSS, CLOCKSS, and the KB in the Netherlands.
<b>big deal</b>	A <b>collection</b> offered as a single package to an institution or <b>consortium</b> negotiating on their behalf.
<b>collection</b>	A product offering that includes more than one journal.
<b>consortium</b>	A group of institutions collectively negotiating journal <b>subscription</b> or <b>collection</b> purchase.
<b>deeply discounted prices</b>	Prices offered as part of a specific deal and significantly discounted in comparison to the regular price of a print or online <b>subscription</b> . NOTE: May be linked to maintenance of a related <b>subscription</b> , deals in developing countries, or purchase of a <b>collection</b> without an existing journal <b>subscription</b> .
<b>digital content files</b>	Journal content published or distributed in a digital form, encompassing all material intrinsic to the final publication. NOTE: Includes content originally published in a digital form and content digitized from print.
<b>Digital Object Identifier (DOI®)</b>	A unique alphanumeric identifier assigned to a piece of digital content and providing a persistent link to its current location. NOTE: <i>CrossRef DOI Name Ownership Transfer Guidelines</i> are available at: <a href="http://www.crossref.org/02publishers/guidelines.html">www.crossref.org/02publishers/guidelines.html</a>
<b>DOI registration agency</b>	Service allocating, registering, and providing the necessary infrastructure to support maintenance of <b>DOIs</b> . NOTE: CrossRef is the international <b>DOI</b> registration agency covering scholarly and professional research content.
<b>domain name</b>	A unique, recognizable name addressing the top-level of an online resource.
<b>e-alert</b>	Electronic alert regarding journal content sent out to users who have specifically registered to receive these.



<u>Term</u>	<u>Definition</u>
<b>effective transfer date</b>	The contractual date that the <b>receiving publisher</b> is appointed as publisher of the journal by the <b>journal owner</b> .
<b>Enhanced Transfer Alerting Service (ETAS)</b>	Service designed to facilitate communication of journal transfers by <b>receiving publishers</b> completing relevant information which is then recorded in a database and notified to registered recipients. NOTE: Available at: <a href="http://etas.jusp.mimas.ac.uk/">http://etas.jusp.mimas.ac.uk/</a>
<b>home page(s)</b>	Online page(s) maintained by a publisher which serve as a specific hub for journal information and/or content.
<b>ISSN</b>	The standardized international code for the identification of journals, including electronic 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: <a href="http://www.issn.org">www.issn.org</a>
<b>ISSN center</b>	National center responsible for the assignment of an <b>ISSN</b> number to a journal. NOTE: More information is available at: <a href="http://www.issn.org">www.issn.org</a>
<b>journal owner</b>	The legal owner of the journal in question, whether a publisher, academic society, or other third party.
<b>legal deposit libraries</b>	Repository for journal copies submitted as a legal requirement on publication. NOTE: A national library typically fulfills this role.
<b>licensing terms</b>	Agreements entered into by content authors assigning or transferring copyright, or aspects of it, to the <b>journal owner</b> .
<b>link resolvers</b>	Services providing software tools that connect a description of an article with the full text of the article in question.
<b>online editorial system</b>	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.
<b>perpetual access</b>	Retention of access to digital content after the <b>subscription</b> or contractual term for these materials has ended. NOTE: Also known as post-cancellation access.
<b>preservation arrangements</b>	Arrangements with services preserving digital content to ensure the long-term availability of these materials. NOTE: More information on these services is available at: <a href="http://thekeepers.org">http://thekeepers.org</a>
<b>publishing platform</b>	Software and/or hardware architecture providing a user interface to digital content that can be accessed online.

<u>Term</u>	<u>Definition</u>
<b>receiving publisher</b>	Party contractually appointed as publisher of the journal by the <b>journal owner</b> from the <b>effective transfer date</b> .
<b>subscribers</b>	Parties with a <b>subscription</b> or other contractual arrangement for print receipt and/or online access to journal content. NOTE: This includes gratis, personal, member, and institutional (whether corporate or academic) customers. Section <a href="#">4.1</a> of the Code contains further details on subscriber types covered by Transfer.
<b>subscription</b>	Payment made on behalf of a subscriber for print receipt and/or online access to journal content, usually for a fixed defined period.
<b>subscription agents</b>	Businesses providing services to <b>subscribers</b> by acting as a supply-chain link with publishers.
<b>subscription lists</b>	Complete subscriber information exchanged to ensure continued service and commercial arrangements. NOTE: This information is to be treated as commercially confidential by the <b>journal owner</b> , <b>receiving publisher</b> , <b>transferring publisher</b> , and any other third parties involved in the journal transfer.
<b>supplemental data</b>	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.
<b>Transfer compliant</b>	Organizations that publicly sign up to the <i>Transfer Code of Practice</i> via the procedures outlined on the Transfer website and who then follow the Code in subsequent journal transfers will be considered <b>Transfer compliant</b> . NOTE: The Transfer Committee will keep the list of Transfer Compliant publishers up-to-date on the Transfer website.
<b>transferring publisher</b>	Party contractually appointed as publisher of the journal by the <b>journal owner</b> until the <b>effective transfer date</b> .
<b>usage statistics</b>	Statistics relating to usage of journal digital content on a <b>publishing platform</b> . 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: <a href="http://www.projectcounter.org">www.projectcounter.org</a>

**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: [www.niso.org/workrooms/transfer/](http://www.niso.org/workrooms/transfer/)