

## **International Guidelines for Journal Subscriptions**

The following Guidelines were developed by the Middle East branch of the ASA to meet the needs of academic organisations in the Middle East during the tendering process for research and other scholarly serials, advising librarians and serials vendors of good practice in this area. A specific aim is to highlight and so hopefully reduce, the instances of the fraudulent supply of serials - especially the supply of subscriptions ordered from publishers at the personal rate and supplied to libraries at the institutional rate.

### **Period of Subscription & Supply**

1. The period of subscription must be a calendar year, starting on the 1st January and ending on 31st December each year. The subscribing organization (the Client) must deliver the subscription orders to the Supplier (the person or company acting as a subscription agent to the Client) no later than November (at least one month, but preferably two, before the start of the subscription year), to enable time for the Supplier to place orders with the Publisher and for the Publisher to process and deliver the first issue.
2. The Supply Period will be 18 months, starting in January each year, until 30 June in the following subscription year to enable any late journals to be supplied within the contract and to minimize any problems with the postal service.
3. The Supply Period can be extended with the official approval of the Client. The Supplier will use their best endeavours to handle and supply any missing issues.

### **Subscription Procedures**

4. The Supplier must enter all subscriptions in the name of the Client to the Publisher (including scientific societies).
5. The Supplier must submit to the Client proof that subscriptions were implemented in the Client's name with the Publisher. This can be in the form of a copy pro-forma invoice or subscription code number. Any misuse of the client organization's name must be avoided.
6. Consolidation services should supply the Client's details to the publisher where required to enable access to electronic subscriptions.

### **Institutional Subscriptions & Personal Subscriptions**

7. The Supplier will confirm to the Client that the subscription was ordered at the Publisher's 'Institutional Subscription Rate' and not at the 'Personal Subscription Rate'.
8. It is strictly forbidden to take out any subscriptions on behalf of the Client organization at any rate other than the Institutional Subscription Rate.
9. If illegal personal subscriptions are procured, the Publisher/s will be notified that a potentially illegal transaction has taken place and the names of the Supplier and the Client organization will be provided. This information will also be disseminated to:

ASA: Association of Subscription Agents and intermediaries.  
IPA: International Publishers Association  
International authorities concerned with intellectual property protection.

10. All Suppliers who are members of the Association of Subscription Agents and Intermediaries are required to sign up to the ASA Guidelines through which they agree to adhere to the highest standards of practice and ethics. This explicitly includes respecting differential subscription rates set by Publishers and supplying appropriate subscriptions at their intended price.

### **Journal Supply and Development**

11. The Supplier must have a 'plan of action' to enable a minimum of 90% of any supply operation involving subscriptions to be delivered within the contracted period. The aim is always to supply 100%.
12. The Supplier must ensure that all journal prices are clearly shown on information provided to the Client.
13. The Supplier must inform the Client of any changes to the required journals, especially:  
Ceased journals.                      Suspended journals.  
Title changes.                        ISSN changes.  
Title mergers.                        Changes in URL/means of access.  
Frequency changes.

### **Current Journals**

14. Current Journals are those with a starting subscription date outside the calendar year. If a Client organization is late with their ordering i.e. the order is received by the Supplier after November 30, the result may be the creation of many Current Journals which may run outside the calendar year i.e. from February to January or March to February etc depending on the Publisher's policy with respect to those journals.
15. The Supplier must inform the Client Organization of any such Current Journals which will run outside the calendar year. Within one week, the client organization must decide either to accept the non-calendar year subscription or cancel these Current Journals. The Supplier cannot be held responsible for such changes of subscription period when they arise from late subscription procedures by the Client Organization.

### **Suspended Journals**

16. The Supplier must inform the Client of any suspended journals with proof from the publisher and also refund the full subscription price of the suspended journals or that part of the subscription which will be unfulfilled.

### **Reports**

17. The Supplier will provide the Client with a report every 3 months (or as agreed with the Client) for all subscriptions showing:  
Subscriptions already ordered.  
Claims for missing issues, action taken and the expected time to completion of such claims.  
Additional information may also be shown as agreed between Client and Supplier.

### **Free Supplements**

18. The Supplier will provide any free supplements to subscribed journals to the Client, or any free issues or newsletters.

### **Electronic Access**

19. The Supplier must provide electronic access for the Client organization where the Publisher supplies free electronic access to their journals, or where the subscription is to an electronic journal. The Supplier must also supply the subscription code and number to enable the publisher and Client to set up electronic access.

### **Reporting Period**

20. The Supplier will agree with the Client the Reporting Period for reporting the status of subscriptions. These should generally be biweekly or monthly but other periods may be agreed between the parties involved.

### **Communication**

21. The Supplier must reply within one week to any official correspondence from the Client Organization.
22. The Supplier may arrange meetings with the Client Organization to provide updates and to solve any problems raised on a regular schedule e.g. bi-monthly.
23. The Client shall make all claims for missing issues and/or access denials through the Supplier.

### **Supplier Employees**

24. The Supplier will submit information about the employees engaged on the Clients account to the Client. The employee's information must contain: Name, Job Title, Telephone, Fax and Email numbers and address. The Supplier will report any changes in the employees engaged on the Clients account.

### **Renewal of Subscriptions**

25. The Supplier will contact the Client in September each year for the renewal operation so as to be sure that the subscriptions are made in due time, and to avoid any Current Journals.

### **Advance Payment of Subscriptions**

26. Advance payment in full (100%) must be delivered from the Client to the Supplier in a timely manner to ensure no loss of continuity and the absence of Current Journals. The advance payment may be less than 100% by agreement between the Client Organization and Supplier.
27. The ASA (Association of Subscription Agents and Intermediaries) strongly recommends Client organizations pay the agreed advance payment promptly and in full, otherwise the Supplier may be unable to pay the publisher in time to open subscriptions for the Client. This can 'open the door' for an unscrupulous Supplier to supply what he likes and ignore those journals for which there is marginal profit in their supply. Prepayment by an agreed date by the Client to the Supplier prevents such problems from arising.

### **Evaluation**

28. The Client organization must evaluate, on an annual basis, the Supplier operation and service, and advise the Supplier in good time whether they wish to renew with the Supplier or not.
29. The ASA does not advise renewing a contract with any supplier who delivers less than 80% of the subscriptions in the contract unless good reason can be shown for the non-supply (for example, ceased journals, problems due to late payments from the Client resulting in subscriptions required outside the contract period).