

# CONTRACT ON USING THE REGISTRATION SERVICE FOR DIGITAL OBJECT IDENTIFIERS (DOI)

This contract for the use of the Digital Object Identifier (DOI) Registration Service (the "contract") will be effective from 01.01.2017 between the

*Georg-August-Universität Göttingen / Georg-August-Universität Göttingen public-law foundation, Lower Saxony State and University Library Göttingen, Platz der Göttinger Sieben 1, 37073 Göttingen*

(hereinafter called "SUB")

and the

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as a so-called data center (hereinafter referred to as "DC")

## 1. Subject of the contract

1.1 This contract governs the terms of use of the Registration Service for Digital Object Identifiers (DOI) of the SUB by the DC. By signing this contract, the DC obligates itself to provide the data center services agreed upon in this contract.

1.2 Details of the metadata to be provided by the DC and the pricing structure are set out in the DataCite Metadata Schema ("DataCite Metadata Schema for the Presentation and Citation of Research Data") and in Appendices 1 and 2.

## 2. Obligations of the SUB

2.1 The SUB offers, as a member of DataCite e.V. ([www.datacite.org](http://www.datacite.org)), a DOI registration service for objects through the technical interface of DataCite e.V. . The range of services offered by the SUB includes

- a) the provision of one or more DOI prefixes,
- b) the provision of DOI names,
- c) the provision of interfaces for the registration of DOI names for the continuous identification of contents of the DC,
- d) the support and control of the DOI registration process and
- e) a metadata management service (DataCite Metadata Store) that allows the DC to submit the metadata to DataCite e.V. and associate it with a DOI name.

2.2 The metadata mentioned in 2.1 are provided by DataCite e.V. and made publicly accessible via an online portal.

2.3 In order to provide the services, the SUB uses the rights to use DOIs licensed to DataCite e.V., as well as the services and infrastructures provided (e.g. the DataCite Metadata Store and its associated portal).

2.4 The SUB will endeavor to remedy any technical malfunctions that occur within its sphere of influence as quickly as possible. The SUB reports errors resulting from disturbances of the DOI resolution mechanism or otherwise from the systems of DataCite e.V. and outside the sphere of influence of the SUB, to DataCite e.V. as soon as possible.

### **3. Obligations of the DC**

**3.1** The DZ has the following obligations when registering DOI names:

- a) The long-term storage of all objects registered with a DOI name. Any object registered with a DOI name must be accessible via a URL.
- b) The DC shall ensure, within its capabilities, that registered objects and the associated metadata are permanently available. This means in particular to ensure the immutability of the objects and the timeliness of the metadata. When new, updated versions of an object are created, they must be registered with a new DOI name.
- c) The integrity and completeness of the supplied metadata must be guaranteed.
- d) The regular review and maintenance of metadata must be realized. This includes, above all, that changes to the URLs for registered objects by the DC are to be updated immediately in the Metadata Store.
- e) The DC formulates requirements for objects that can be registered with a DOI name. Objects registered with a DOI name must meet this quality standard of the DC.

**3.2** For the registration of the objects, the DC uses the services provided in the form of the XML upload, the web-based entry mask or the Application Programming Interface (API).

**3.3** The DC provides metadata for each object to be registered by the SUB with a DOI name according to the specifications of the latest version of the DataCite metadata schema ("DataCite Metadata Schema for the Presentation and Citation of Research Data" <http://schema.datacite.org/>). The registration of DOI names by the SUB takes place after the delivery of the metadata by the DC. The metadata may only be changed according to the specifications of the metadata schema.

**3.4** In the event of transmission difficulties, transmission errors or other technical problems, the DC, if possible, shall deliver the affected metadata again.

**3.5** The DC shall ensure, within its capabilities, that the registered objects comply with its own standards and the general rules of good scientific practice in the relevant field of research.

**3.6** The DC has sole responsibility for all faults or errors within its sphere of influence in the metadata supplied to the SUB.

### **4. Costs and payment**

**4.1** The costs for the registration service can be found in Annex 1 of this contract.

**4.2** If costs are to be borne by the DC for a service of the SUB, the SUB will bill the DC. The total amount shown in this form must be paid to the SUB within 30 days from the invoice date.

**4.3** For the remainder, each party bears the costs incurred within its field of activity itself.

## **5. Property and rights of use**

**5.1** The registration of the objects does not entail any transfer of the objects or assignment of intellectual property rights existing in the objects. The SUB does not acquire any rights of use and exploitation of the objects themselves. With the help of their cooperation partners, the SUB only provides access to the objects in the form of mediation and forwarding to the DC.

**5.2** The DC will provide the metadata to be delivered to the SUB under the terms of the Creative Commons License CC0 1.0 Universal (Public Domain Dedication) (<http://creativecommons.org/publicdomain/zero/1.0/>).

**5.3** The DZ warrants that it is entitled to use and exploit the objects registered via the SUB as well as the metadata. If third parties assert claims against the SUB or DataCite e.V. in connection with any rights to the objects or metadata, the DC, if it is at fault in this respect, will defend all claims against the SUB and its cooperation partners, and indemnify the SUB and its cooperation partners from any claims of third parties in connection with possible infringements, in particular by duplication and dissemination of objects or metadata. This does not apply if the SUB uses the objects or metadata in a manner that violates the rights and obligations specified in this contract.

## **6. Liability**

**6.1** The SUB is not liable for the accuracy and completeness of registered objects and their metadata.

**6.2** The parties will work together closely and trustfully to avoid claims of third parties. The parties are only liable for damages caused intentionally or through gross negligence. They are fully liable for injuries to life, body and health.

**6.3** Neither party shall be liable to the other for any damage or failure to perform obligations under this contract arising out of any reason beyond its control and for no fault of its own ("force majeure"), provided that the respective party informs the other party in writing of particulars as soon as it becomes aware of the occurrence of an event of force majeure.

## **7. Contract duration, termination**

**7.1** This Agreement shall enter into force on the date of signing and shall be effective until 31 December 2017. Thereafter, it shall be extended for a period of one year, unless terminated in writing by three months prior to the end of the term.

**7.2** The right to immediate termination for good cause remains unaffected. Such a reason for termination exists in particular

- if one of the parties, despite being warned, violates its obligations under this contract, or
- if a bankruptcy or compulsory administrative procedure is opened on the assets of either party to this contract.

**7.3** In the event of termination of the contract, the registered DOI names will remain.

The SUB is not obligated to the deletion of the metadata in the systems of DataCite e.V. upon contract termination.

## **8. Assignment**

Neither party may assign its rights and obligations under this contract to any third party without the prior written consent of the other party.

## **9. Final provisions**

**9.1** The parties will appoint suitable employees to agree on the details of the services to be offered. For this purpose, a list is created as Annex 2 of the contract.

**9.2** Changes and additions to this contract must be made in writing in order to be valid. This provision may only be changed by written agreement.

**9.3** Attachments 1 and 2 form an integral part of this contract.

**9.4** If provisions of this contract are or become invalid, the validity of the remaining provisions shall remain unaffected. These are to be interpreted, changed or supplemented in such a way that the purpose of this contract is achieved in the best possible way. This also applies if there are gaps in the practical application of this contract that the contracting parties did not anticipate.

**9.5** Place of fulfillment and jurisdiction for all claims arising from this contract is Göttingen / Germany, unless otherwise stipulated by law.

**9.6** This contract is subject to the law of the Federal Republic of Germany with the exception of the provisions of international private law.

Signed on ..... for the DC

by: .....

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Signed on ..... for the SUB

by: .....

Wolfram Horstmann, Director SUB