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***DOI***

**ARDC DOI Web Service**

**Participant Agreement**

***More researchers sharing and re-using data more often***

# 1. Purpose

This agreement describes the responsibilities of Australian Research Data Commons Limited (**ARDC**) (ACN 633 798 857) and the participant named in Item 1 of the Schedule (**Participant**) in relation to the provision and use of ARDC supplied Digital Object Identifiers (DOIs) through the ARDC DOI Web Service. This service forms part of the ARDC DOI product.

# 2. Background

The ARDC DOI service is available as

1. a Web Service (machine to machine service) for automated minting and updating, and
2. as a web browser interface (GUI) for manual minting and updating.

The DOI Web Service allows trusted software applications to mint and manage Digital Object Identifiers assigned to the DataCite initiative. It is designed for integration with external applications such as data repositories. Requests and responses are processed via HTTP operations.

The web browser interface allows administrators from the Participant organisation to manually mint and update DOIs. The Web Service is preferred so that DOI minting and updating are integrated into the Participant’s repository workflow.

Users of the ARDC DOI product should understand that ARDC does not manage Digital Object Identifiers; ARDC only provides the infrastructure that allows minting and updating of Digital Object Identifiers in the global DOI infrastructure. Processes and policies need to be put in place by those utilising the product to ensure that appropriate maintenance practices underpin persistence.

Before entering into this agreement, ARDC recommends that you read the ARDC DOI Policy Statement available from<https://documentation.ands.org.au/display/DOC/DOI+Service+Policy+Statement>.

# 3. ARDC Responsibilities

ARDC will endeavour to:

* Provide a high availability service for minting and updating DOIs;
* Ensure ARDC-minted DOIs are forwarded to the global DataCite and DOI infrastructure for resolution; and
* Provide documentation on any new features or changes to this service via [https://documentation.ands.org.au,](https://documentation.ands.org.au/)

however, ARDC will not have any liability to the Participant in respect of any failure of the above.

# 4. Participant Responsibilities

The Participant agrees that:

* It is part of the Australian higher education sector, publicly–funded data collection or cultural collections sector.
* The objects it is identifying (i.e., allocating DOIs to) are a citable, enduring part of the scholarly record.
* The objects it is identifying (i.e., allocating DOIs to) are publicly accessible (or will be). Note this can include both open access ([example](http://researchdata.ands.org.au/edgar-climate-change-impact-on-the-distributions-of-australian-bird-species)[1]) and mediated, including restricted, access ([example](http://researchdata.ands.org.au/data-obtained-from-the-health-in-pregnancy-and-post-birth-study)[2]). The Participant also should have data management systems to ensure continuity of access to the objects for a period of time appropriate to the scholarly record.
* It must comply with the ARDC DOI Policy Statement as amended from time to time available from<https://documentation.ands.org.au/display/DOC/DOI+Service+Policy+Statement>
* It must provide the DataCite mandatory metadata items[3] for each object.
* It will keep the internet location metadata up to date so that the international DOI system can resolve it persistently for a period of time appropriate to the scholarly record.
* It understands that DataCite and DOI metadata is available to the general public and warrants that confidential material is not be stored in these fields. The Participant acknowledges that ARDC and DataCite will publish this information and actively syndicate it with 3rd parties.
* It will take responsibility for liaison with any party who has queries regarding the Participant’s objects and the DOIs that it mints. ARDC will provide help desk services to the Participant but not to the end-users of the Participant’s DOIs.
* It must not:
  + use the service in any way that causes, or may cause, damage to or impairment of the availability of the service or in any way which is unlawful, illegal, fraudulent harmful or infringes the intellectual property rights of a third party, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  + copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
* Any content that it provides must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against it, ARDC or DataCite (in each case under any applicable law).
* It must not submit any content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
* It must comply with the DataCite Terms and Conditions (https://datacite.org/terms.html)as amended from time to time and not do any action that would cause it or ARDC to be in breach of the DataCite Terms and Conditions.

# 5. Warranty and Liability

ARDC provides the DOI product without warranty or liability and does not accept responsibility for any loss or damage resulting from its use. To the fullest extent permitted by law, ARDC, its employees, contractors and agents hereby exclude any warranty, either express or implied as to the merchantability, fitness for purpose, accuracy, currency or comprehensiveness of any services forming part of, or provided in connection with, this agreement, and limits its liability which cannot be excluded legally to supplying the services again or paying the cost of having the services supplied again (at the option of ARDC).

The Participant indemnifies ARDC and undertakes to keep ARDC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses) and any amounts paid by ARDC to a third party in settlement of a claim or dispute arising out of any breach by the Participant of any provision of this agreement.

ARDC DOI is underpinned and reliant on the DataCite services provided by DataCite[4] and the DOI services provided by the International DOI Foundation[5]. ARDC cannot warrant the longevity or reliability of the DataCite or International DOI Foundation services.

# 6. Disclaimer of Endorsement

Neither ARDC endorse or recommend any commercial products, processes or services described in this agreement. Any addresses for third party internet sites are provided for the Participant’s convenience only. ARDC are not responsible for the availability of those internet sites and do not endorse or recommend the products, services or information described or offered on these other internet sites.

# 7. IP

The allocation of a DOI to research content does not include any transfer or assignment of ownership of any Intellectual Property right (IPR) with regard to that content. The metadata related to the DOI is public information, and the Participant permits ARDC to use it in its systems, to relay it throughout the DataCite and global Handle systems and to grant the licences to DataCite contemplated in the DataCite Terms and Conditions (<https://datacite.org/terms.html>) as amended from time to time.

# 8. Duration

This Agreement will become effective at the date of signature and will continue until 31st December 2023. After 31st December 2023 this agreement will be automatically extended on an annual basis unless terminated.

Either party may terminate this agreement by providing the other party with 3 months' notice, in writing, of an intention to do so. Termination will be effective after the expiration of the 3 month notice period.

Without prejudice to ARDC’s other rights, ARDC may terminate this agreement immediately on notice to the Participant if the Participant breaches any term of the agreement.

# 9. Miscellaneous

1. Notices must be in writing and sent to the party by e-mail, pre-paid registered post or hand delivered to the address in the Schedule or such other address as advised by the party. Notices are deemed to have been received by the addressee on delivery or, in the case of e-mail, on the day it is sent unless the sender receives a bounce-back indicating the email has not reached the mailbox of the addressee.
2. This agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

EXECUTED as an agreement

Signed for and on behalf of

**Australian Research Data Commons Limited** by its

Authorised Officer:

*(signature)*

*(name of authorised officer)*

*(date)*

Signed for and on behalf of the

**PARTICIPANT** by its

Authorised Officer:

*(signature)*

*(name of authorised officer)*

*(date)*

**Schedule**

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| **Item 1 - Participant** | |
| **Name of Participant** |  |
| **ABN** |  |
| **Name of contact person** |  |
| **Address** |  |
| **Phone** |  |
| **Fax** |  |
| **Email** |  |

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| --- | --- |
| **Item 2 – ARDC contact details** | |
| **Name of contact person** |  |
| **Address** | Ground Floor, Building T, 900 Dandenong Road, Caulfield East 3145 VIC Australia |
| **Fax** |  |
| **Email** |  |

[1] Example of open access:<http://researchdata.ands.org.au/edgar-climate-change-bird-species/10978>

[2] Example of mediated access:<http://researchdata.ands.org.au/obtained-health-pregnancy-birth-study/445853>

[3] The latest version of the DataCite metadata kernel is available at<http://schema.datacite.org/>. Mandatory items are set out in ‘DataCite Mandatory Properties’ section of the schema documentation.

[4] More information on DataCite is available from<http://datacite.org/>

[5] More information on the DOI Foundation is available from<http://www.doi.org/>