



Australian Research Data Commons

# ARDC Handle Service Schedule

## 1 Background

The ARDC Handle Service provided by the Australian Research Data Commons (ARDC) allows trusted software applications to mint and manage Handles (persistent identifiers). It is designed for integration with external applications. Requests and responses are processed via XML documents. Users of the Service should understand that ARDC does not manage Handles, ARDC only provides the infrastructure that allows minting, resolution and updating of Handle Identifiers. Processes and policies need to be put in place by those utilising the Service to ensure that appropriate maintenance practices underpin persistence.

Organisations wishing to use the Handle service are required to sign the Service Schedule Agreement below in order to access the service.

## 2 User

Contact Name: \_\_\_\_\_

Organisation Name: \_\_\_\_\_ ACN/ABN: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## 3 Service

Self-service Tool - an online service intended for use by individual researchers. This Tool allows self-service of individual Handles.

Machine-to-machine Service - a web service allowing machine-to-machine transactions so that Handle functionality can be integrated with other applications such as repository management tools.

## 4 Term

This agreement commences the date of last signature or when the User first accesses the Service, whichever is earlier, and will continue until 30 June 2028 (**Initial Term**). After 30 June 2028, this agreement will be automatically extended for successive 12 month periods (**Extended Term**).

The User may terminate this agreement by providing ARDC with 3 months' notice in writing effective at the end of the Initial Term or effective at the end of any Extended Term.

ARDC may terminate this agreement at any time by providing the User with 1 month's notice in writing effective at the end of the notice period.

Without limiting ARDC's other rights, ARDC may terminate this agreement immediately on notice to the User if the User breaches any term of the agreement.

## 5 Additional terms

### 5.1 ARDC Responsibilities

ARDC will operate the Self-Service Tool and Machine-to-machine Handle service and:

- (a) provide the User with access to the Tool and Service;
- (b) provide documentation via <https://documentation.ardc.edu.au>;
- (c) provide User support.

### 5.2 User Responsibilities

The User acknowledges and agrees that they will:

- (a) Read and comply with the Handle Service Policy: <https://documentation.ardc.edu.au/handle/handle-service-policy-statement>
- (b) take reasonable steps to keep the description and location fields up-to-date;
- (c) take responsibility for liaison with any party who has queries regarding the User's Handles that it mints. ARDC does not provide help desk services to end-users of the User's Handles'
- (d) not submit any content that is or has ever been the subject of any threatened or actual legal proceedings or similar complaint; and
- (e) comply with the Handle.Net Public licence Agreement, published on the [Handle.Net website](#) and not undertake any action that would cause the User or ARDC to be in breach of any Handle.Net Registry Service Agreement published on the [Handle.Net website](#).
- (f) use and contribute to the service in accordance with the ARDC Handle Policy
- (g) provide at least one organisational point-of-contact to ARDC and notify ARDC of changes to organisational point-of-contact
- (h) acknowledge and agree that:
  - (i) the Service is underpinned and reliant on the Handle services<sup>1</sup> provided by the Corporation for National Research Initiatives<sup>2</sup> (CNRI), including the Global Handle Registry<sup>3</sup>;
  - (ii) ARDC cannot warrant the longevity or reliability of the Handle system or the CNRI and ARDC will not have any liability to the User in respect of any failure, unavailability or withdrawal of the service;
  - (iii) Handle metadata is available to the general public and warrants that confidential material is not to be stored in these fields
  - (iv) 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 CNRI (in each case under any applicable law);

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<sup>1</sup> More information on the Handle system is available from <http://www.handle.net/>

<sup>2</sup> More information on the CNRI is available from <http://www.cnri.reston.va.us/>

<sup>3</sup> Note that HANDLE SYSTEM, HANDLE.NET and GLOBAL HANDLE REGISTRY are CNRI trademarks that are registered in the U.S. Patent and Trademark Office.

- (v) the allocation of an identifier to research content does not include any transfer or assignment of ownerships of any intellectual property rights to that content. The metadata related to the persistent identifier will be published and made available as public information in the public domain.
- (vi) ARDC will use and publish identifier metadata;
- (vii) ARDC will allow third parties to download, harvest, integrate, re-use and republish identifier metadata.

### 5.3 **IP**

- (a) The allocation of a persistent identifier to research content does not include any transfer or assignment of ownership of any intellectual property rights to that content. The metadata related to the persistent identifier will be published and made available as public information in the public domain, and the User permits ARDC to use it in its systems and to relay it throughout CNRI's systems.

**Execution**

Signed by an authorised representative on behalf of the organisation as an agreement on the terms of this Service Schedule and ARDC's Standard Terms of Service, available on its website at [https://ardc.edu.au/wp-content/uploads/2024/07/ardc\\_service\\_agreement\\_2024.pdf](https://ardc.edu.au/wp-content/uploads/2024/07/ardc_service_agreement_2024.pdf).

Signed by **Australian Research Data Commons Limited:**

Signed by **User (Organisation)**

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Signature of authorised person

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Signature of authorised person

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Office held

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Office held

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Name (print)

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Name (print)

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Date

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Date