

Handle Service Schedule

1 Background

The Service allows trusted software applications to mint and manage handles and 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 persistent identifiers; ARDC only provides the infrastructure that allows minting, resolution and updating of identifiers (handles). Processes and policies need to be put in place by those utilising the Service to ensure that appropriate maintenance practices underpin persistence.

Before entering into this agreement, ARDC recommends that you read the Policy Statement for the Service available from https://ardc.edu.au/about_us/policies-and-guidelines/persistent-identifiers-policy/.

2 User

Name: _____ ACN/ABN _____

Address: _____

Contact Name: _____

Email: _____ Phone: _____

3 Service

The ARDC Handle Service, including the:

- (a) self-service tool, which is an online service intended for use by individual researchers. This allows self-service of individual persistent identifiers;
- (b) machine-to-machine service, which is a web service allowing machine-to-machine transactions so that persistent identifier functionality can be integrated with other applications such as repository management tools. It is intended for use by organisations

4 Term

This agreement will become effective at the date of signature and will continue until the end of that calendar year. This agreement will be automatically extended for the following calendar year unless terminated.

Either party may terminate this agreement by providing the other party with 3 months' notice, in writing. 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 User if the User breaches any term of the agreement.

5 Additional terms

5.1 ARDC Responsibilities

ARDC will endeavour to:

- (c) provide the Service to a high degree of availability;
- (d) persist ARDC identifiers (handles) for a minimum of 20 years; and
- (e) provide documentation on any new features or changes to this service via <https://documentation.ardc.edu.au/>,

however, the User acknowledges and agrees that the Service is underpinned and reliant on the Handle services¹ provided by the Corporation for National Research Initiatives² (CNRI), in particular the Global Handle Registry³. 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 or withdrawal of the service.

5.2 User Responsibilities

The User acknowledges and agrees that:

- (a) it must be part of the Australian higher education sector, publicly funded data collection or cultural collections sector;
- (a) it is authorised and entitled to enter into this agreement and to mint and manage persistent identifiers (handles) for the objects it intends to identify;
- (b) it will endeavour to keep up to date the description and location fields for those persistent identifiers (handles) minted using the Service;
- (c) it understands that metadata is available to the general public and warrants that confidential material is not stored in these fields;
- (d) it will take responsibility for liaison with any party who has queries regarding the User's persistent identifiers (handles) that it mints. ARDC does not provide help desk services to end-users of the User's persistent identifiers (handles);
- (e) 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);
- (f) 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; and
- (g) it must comply with the Handle.Net Public Licence Agreement, published on the Handle.Net website and not do any action that would cause it or ARDC to be in breach of the Handle.Net Registry Service Agreement published on the Handle.Net website.

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

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

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

5.3 IP

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 as an agreement on the terms of this Service Schedule and ARDC's Standard Terms of Service, available on its website at <https://documentation.ardc.edu.au/download/attachments/151552129/ARDC%20Standard%20Terms%20of%20Service.pdf?version=1&modificationDate=1676867171248&api=v2>.

Signed by Australian Research Data
Commons Limited:

Signed by **User**

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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