

AGREEMENT FOR THE PROVISION OF DIGITAL OBJECT IDENTIFIERS

This Agreement for the provision of digital object identifiers ("Agreement") is made as of the date of signature ("Effective Date"), by and between the

Technische Universiteit Delft, TU Delft Library / Delft University of Technology, TU Delft

Library, having its principal place of business at Prometheusplein 1, 2628 ZC Delft, The Netherlands (hereinafter called "TU Delft")

and the

name client

1. Object of Agreement

- 1.1 This agreement contains the terms and conditions for the provision by TU Delft of digital object identifiers (DOI names) for scientific content to the *name client*. By signing this contract, the *name client* accepts to perform as a data centre.
- 1.2 Further details in respect of the metadata are contained in the DataCite Metadata Schema for the Publication and Citation of Research Data. The preferred version of the metadata schema is accessible via <http://schema.datacite.org/>

2. Rights and obligations of TU Delft

- 2.1 TU Delft is a member of DataCite and a registration agency in The Netherlands for digital object identifiers (DOI names). The service it offers includes:
 - a. The provision of DOI names for the *name client* to persistently identify their items of content, further
 - b. A metadata management service to enable the *name client* to submit the metadata to DataCite and link the metadata with the DOI names.
- 2.2 This metadata will be stored and made accessible to the public through an online portal.
- 2.3 The TU Delft shall be responsible for any costs necessary to perform as a registration agency.

- 2.4 To provide its services, TU Delft currently benefits from the license to use the DOI system acquired by DataCite e.V., the infrastructure (e.g. DataCite Metadata Store) and the respective portal provided by DataCite e.V. In case membership of TU Delft in DataCite e.V. ceases or TU Delft ceases to function as a registration agency, TU Delft shall strive to transfer the maintenance of the registered DOIs to another institution.

3. Rights and obligations of the data centre

3.1 The *name client* is responsible for

- a. the review process
- b. the storage
- c. the maintenance
- d. the persistency
- e. the evaluation and quality control

of all scientific data registered with a DOI name by the TU Delft. In detail this means:

Metadata

For any item of scientific content registered with a DOI name by the TU Delft, the *name client* has to prepare and submit metadata according to the DataCite Metadata Schema for the Publication and Citation of Research Data. All versions of the metadata schema are accessible via <http://schema.datacite.org/>

The registration of DOI names by TU Delft only takes place after or at the same time as the metadata are submitted by the *name client*.

Storage

Any item of scientific content registered with a DOI name has to be accessible through a URL. DataCite urgently recommends to let the URL points to an HTML-site which contains information about and the access modalities to the content (“landing page”).

Maintenance

The name client is responsible for the integrity and correctness of the Metadata. The *name client* submits modifications of the URLs for its items to the DataCite Metadata Store as soon as possible, to ensure the resolution of the DOI name. Once an item of content is registered, it may not be altered. If an item of content is changed, it has to be registered with a new DOI name.

The metadata may only be altered according to the provisions of the Metadata Schema. In case an item ceases to be available, a corresponding notice must be published on the “landing page”.

Persistency

The *name client* has to ensure that registered content will be available for the entire duration of the agreement.

Evaluation and quality assurance

Within the bounds of possibility, the *name client* has to ensure that the data is valid according to *name client* own standards and according to the general rules of scientific good practice in the relevant field of research.

3.2 The *name client* shall be responsible for any costs necessary for registering and updating DOIs.

4. Payment

Every external client (not members of TU Delft) is charged an annual subscription fee to cover the expenses of TU Delft. This fee includes the registration and management of an unlimited number of DOI names annually.

Individual data centres are charged an annual fee of € 750,- per prefix.

Data centres participating in an umbrella organisation with a clear digital preservation agenda, where the umbrella organisation acquires at least 3 prefixes, are offered a discount.

The exact costs are:

Number of prefixes	Unit price	Total price p.a.
1-2	€ 750,-	€ 750,- to € 1.500,-
3-10	€ 550,-	€ 1.650,- to € 5.500,-
>10	by agreement	

Name client will be charged an annual fee of € 750,- (seven hundred and fifty euros).

5. Property and user rights

5.1 The registration of scientific content does not include any transfer or assignment of ownership of any Intellectual Property right (IPR).

5.2 In any case for which copyright applies, the *name client* owns the copyright and intellectual property rights of the data material registered by TU Delft. In the event that third parties make claims against the TU Delft or DataCite in connection with these rights, the *name client* shall defend all claims against TU Delft or its co-operation partners and indemnify the TU Delft and its co-operation partners against any claims by third parties which relate to any possible legal infringement through the storage and the distribution of metadata, if the *name client* is at fault. This shall not apply if the use of the metadata by TU Delft constitutes a breach of the rights granted in this Agreement.

5.3 TU Delft is entitled to integrate the Metadata into the TU Delft services, use the Metadata and grant access to items of content by TU Delft services or by the access services of cooperation partners.

6. Warranty and liability

6.1 The *name client* warrants the persistency, the quality and the validity of the scientific content in their scientific discipline.

6.2 In the event of any transmission difficulties, transmission errors or other technical problems, the *name client* shall redeliver the Metadata affected, if possible. The parties shall work closely and trustingly together in order to remedy errors.

6.3 The *name client* shall be exclusively responsible for any malfunctions which arise in its own sphere of influence or for any errors in the delivered metadata.

6.4 TU Delft shall endeavour to rectify all technical malfunctions within its own sphere of influence. TU Delft will report all technical errors resulting from malfunction of the DOI resolution mechanism or within the systems of DataCite e.V. and which are outside

TU Delfts own sphere of influence as soon as possible to DataCite e.V. and strive towards a solution.

6.5 TU Delft shall not be liable for the correctness and completeness of any registered items of content as well as Metadata.

6.6 The parties shall work closely and trustingly together in order to prevent claims by third parties. Between the parties the liability excludes any damage to assets and is limited to the compensation of damage which is caused wilfully or through gross negligence.

6.7 Neither party will be liable to the other for any loss or any failure to perform any obligation hereunder due to causes beyond its reasonable control and occurring without its fault or negligence (Force Majeure), without limitation, provided that such party gives the other party written notice after discovering Force Majeure, with details, following the occurrence of the cause.

7. Duration, termination of Agreement

7.1 The Agreement shall become effective at the date of signature and shall continue until 31st December [*year*]. Thereafter it shall automatically be extended on an annual basis unless previously terminated by written notice 3 months' prior to the end of the calendar year. The *name client* will receive an renewal invoice at the start of each new year in January.

7.2 The right for immediate termination caused by a breach shall not be affected. A reason for a breach shall arise especially

- If one of the parties breaches its obligations under this Agreement, or
- If any insolvency or administration proceedings are commenced against the assets of one of the parties

7.3. In case of the termination of the contract, the registered DOIs shall persist. TU Delft shall have no obligation to remove the Metadata from the systems of DataCite e.V.

7.4. TU Delft reserves the right to terminate the contract, if the data centre is located outside the EU and a member of DataCite offers DOI-registration services at the principal place of business of the data centre or that due to an agreement among the members of DataCite another member of DataCite is destined to perform the services for this data centre.

8. Assignment

Neither party shall assign its rights and obligations under this Agreement to a third party without the prior consent of the other party.

9. Final provisions

- 9.1 The parties shall nominate relevant personnel to agree the details of the services to be offered.
- 9.2 Alterations and amendments of this Agreement are required in writing in order to be effective. The provision of this clause can only be amended by written Agreement.
- 9.3 In the event that any provisions of this Agreement shall be or become legally unenforceable this shall not affect the validity of the remaining provisions. These provisions are to be interpreted, changed or amended so that the purpose of this Agreement shall be achieved in the best possible way. The same shall apply in the event that gaps appear in the practical application of this Agreement which had not been foreseen by the parties to the Agreement.
- 9.4 Place of performance and jurisdiction for all claims arising out of this Agreement shall be Delft, The Netherlands.
- 9.5 This Agreement shall be interpreted and construed according to and governed by the laws of the Kingdom of the Netherlands.

Signed on

Signed on

for and on behalf of the *name client*

for and on behalf of TU Delft

By

By

Wilma van Wezenbeek
Director TU Delft Library