

***Identify My Data***

**ANDS Persistent Identifier Web Service**

**Participant Agreement**

**14 January 2013**

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

1. Purpose

This agreement describes the responsibilities of ANDS and ANDS participants in the provision and use of ANDS Persistent Identifiers through the ANDS Persistent Identifier Web Service. This service forms part of the ANDS *Identify My Data* product.

1. Background

The ANDS Persistent Identifier Web Service allows trusted software applications to mint and manage persistent identifiers. It is designed for integration with external applications. Requests and responses are processed via XML documents.

Users of the ANDS *Identify My Data* product should understand that ANDS does not manage persistent identifiers; ANDS only provides the infrastructure that allows minting, resolution and updating of identifiers. Processes and policies need to be put in place by those utilising the product to ensure that appropriate maintenance practices underpin persistence. Users of the service are expected to have automated methods to both mint and update identifiers; this service does not include a GUI interface.

Before entering into this agreement, ANDS recommends that you read the ANDS *Identify My Data* Policy Statement available from <http://ands.org.au/services/pid-policy.html>

1. ANDS Responsibilities

You can expect that:

* We (ANDS) will endeavour to provide a high availability service.
* We (ANDS) will endeavour to persist ANDS Identifiers for a minimum of twenty years.
* We (ANDS) will provide documentation on any new features or changes to this service via <http://ands.org.au/resource/techdocs.html>

1. Participant Responsibilities

ANDS expects that:

* You are part of the higher education, public research or cultural collections sector and that at least some of the objects you are identifying are publicly available or will eventually become publicly available.
* You are authorised and entitled to enter into this agreement and to mint and manage persistent identifiers for the objects you intend to identify.
* You will endeavour to keep up to date the description and location fields for those persistent identifiers you mint using *Identify My Data.*
* You understand that this metadata is available to the general public and that confidential material should not be stored in these fields.
* You will take responsibility for liaison with any party who has queries regarding persistent identifiers that you mint. (ANDS does not provide help desk services for end-users of persistent identifiers or link rot checking.)

1. Warranty and Liability

ANDS provides the Identify My Data product without warranty or liability. ANDS does not accept responsibility for any loss or damage which results from the use of this product.

ANDS *Identify My Data* is underpinned and reliant on the Handle services[[1]](#footnote-1) provided by the Corporation for National Research Initiatives[[2]](#footnote-2) (CNRI), in particular the Global Handle Registry[[3]](#footnote-3). ANDS cannot warrant the longevity or reliability of the Handle system or the CNRI.

1. IP

The allocation of a persistent identifier 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 persistent identifier is public information, and you permit ANDS to use it in its systems and to relay it throughout the global Handles system

1. Duration

This Agreement will become effective at the date of signature and will continue until 31st December 2014. After 31 December 2014 this agreement will be automatically be extended on an annual basis unless terminated. Either party may terminate this agreement by providing the other 3 months' party notice, in writing, of an intention to do so. Termination will be effective after the expiration of the 3 month notice period.

8. Signatures

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| --- | --- |
| Signed on .................................................  *date*  for and on behalf of  ..................................................................  By .............................................................  *name*  .................................................................  *signature* | Signed on .................................................  *date*  for and on behalf of  the Australian National Data Service...........  By .............................................................  *name*  .................................................................  *signature* |

1. More information on the Handle system is available from <http://www.handle.net/> [↑](#footnote-ref-1)
2. More information on the CNRI is available from <http://www.cnri.reston.va.us/> [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)