

***Cite My Data***

**ANDS DOI Web Service**

**Participant Agreement**

**07 January 2015**

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

1. Purpose

This agreement describes the responsibilities of Monash University (ABN 12 377 614 012) of Wellington Road, Clayton, Victoria, represented by the Australian National Data Service (**ANDS**) and the participant named in Item 1 of the Schedule (**Participant**) in relation to the provision and use of ANDS supplied Digital Object Identifiers (DOIs) through the ANDS DOI Web Service. This service forms part of the ANDS Cite My Data product.

1. Background

The ANDS *Cite My Data* 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.

Users of the ANDS *Cite My Data* product should understand that ANDS does not manage Digital Object Identifiers; ANDS 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.

Users of the service are expected to have automated methods to both mint and update identifiers so that minting and updating are an integrated part of their data repository’s workflow.

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

1. ANDS Responsibilities

ANDS will endeavour to:

* Provide a high availability service for minting and updating DOIs.
* Ensure ANDS-minted DOIs are forwarded to the global DataCite and DOI infrastructure for resolution.
* Provide documentation on any new features or changes to this service via <http://ands.org.au/resource/techdocs.html>

1. 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]](#footnote-1)) and mediated, including restricted, access ([example](http://researchdata.ands.org.au/data-obtained-from-the-health-in-pregnancy-and-post-birth-study)[[2]](#footnote-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 is able to provide the DataCite mandatory metadata items[[3]](#footnote-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 that confidential material should not be stored in these fields. ANDS 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. ANDS will provide help desk services to the Participant but not to the end-users of the Participant’s DOIs.

1. Warranty and Liability

ANDS provides the *Cite My Data* 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, ANDS, 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 under any condition or warranty which cannot be excluded legally to supplying the services again or paying the cost of having the services supplied again (at the option of ANDS).  
  
ANDS *Cite My Data* is underpinned and reliant on the DataCite services provided by DataCite[[4]](#footnote-4) and the DOI services provided by the International DOI Foundation[[5]](#footnote-5). ANDS cannot warrant the longevity or reliability of the DataCite or International DOI Foundation services.

1. Disclaimer of Endorsement

Neither ANDS nor Monash University 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. ANDS and Monash University 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.

1. 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 ANDS to use it in its systems and to relay it throughout the DataCite and global Handle systems.

1. Duration

This Agreement will become effective at the date of signature and will continue until 31st December 2015. After 31 December 2015 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 3month notice period.

1. Governing law

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   
**Monash university** 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** |  |

1. Example of open access: <http://researchdata.ands.org.au/edgar-climate-change-bird-species/10978> [↑](#footnote-ref-1)
2. Example of mediated access: <http://researchdata.ands.org.au/obtained-health-pregnancy-birth-study/445853> [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
4. More information on DataCite is available from <http://datacite.org/> [↑](#footnote-ref-4)
5. More information on the DOI Foundation is available from <http://www.doi.org/> [↑](#footnote-ref-5)