

DataCite Direct Member Agreement

DataCite – International Data Citation Initiative e.V.
Welfengarten 1B, 30167 Hannover, Germany



This Direct Member Agreement (hereinafter also referred to as “Agreement”) is entered into by and between DataCite – International Data Citation Initiative e.V. located at Welfengarten 1B, 30167 Hannover, Germany (“DataCite”), and [NAME OF DIRECT MEMBER] located at [ADDRESS] (“Direct Member”), as of the Effective Date (as defined below).

In consideration of the mutual promises contained herein and for other good and valuable consideration DataCite and Direct Member hereby agree to the DataCite DOI Services Terms and Conditions, which are attached hereto and incorporated herein by reference, and the provisions set forth below in this Agreement.

This Agreement is subject to the application for a Membership in DataCite by the Direct Member and the approval of such application in accordance with DataCite’s statutes.

Direct Member General Contact:

Name	
Role/title	
Email	
Telephone	

The Direct Member should provide a General Contact email for access to DOI Fabrica and is responsible for adding the additional contact roles. All contact roles should be maintained in DOI Fabrica, alternatively requested changes can be sent to support@datacite.org.

DataCite Main Contact: Helena Cousijn, Director of Community Engagement, DataCite – International Data Citation Initiative e.V. Welfengarten 1B, 30167 Hannover, Germany; support@datacite.org.

Effective date: [insert start date] (*note: the start date should be the first day of a calendar month and more than 30 days from the date of submitting the member application*)

Fees:

The Fees are approved by the General Assembly and published online (<https://datacite.org/feemodel.html>). The Fees model is applied to calculate the total Direct Member fee and will be billed annually.

Payment Terms:

The Direct Member is responsible to pay an annual fee for each calendar year (“Annual Fee”). If the term of this Agreement starts during a calendar year, the Annual Fee for the first year is invoiced as a prorated amount. Thereafter, the Annual Fee is invoiced at the beginning of each calendar year.

Payment terms are 30 days from the date of invoice. There shall be no tax withholdings deducted from any fees owing to DataCite. It is understood and agreed between DataCite and the member that the member has to provide evidence of its status as a legal business entity to DataCite using suitable documents (for example members from other EU countries by providing a valid VAT identification number). In the case that the legal business entity is VAT exempt, the member has to provide appropriate certification.

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Direct Member Role:

The Direct Member takes on the membership responsibilities that are dictated by DataCite's statutes. In particular, the Direct Member shall participate annually in the General Assembly, which is responsible, inter alia, for approving DataCite's budget and DataCite services fee structure and for voting for the DataCite Executive Board. The Direct Member is also encouraged to stand for the DataCite Executive Board. Beside the general rights and obligations related to a Membership a Direct Member provides DOI services according to the DataCite DOI Services Terms and Conditions.

The Direct Member may use DataCite's name and logo to announce the membership and its status as the Direct Member. Use of the DataCite logo for any other purpose should be approved by DataCite in writing in advance.

Terms and Conditions:

THE DATACITE DOI SERVICES TERMS AND CONDITIONS ATTACHED HERETO AND PUBLISHED ON THE DATACITE WEBSITE REGULATE THE PROVISION OF DOI SERVICES. DATACITE AND THE DIRECT MEMBER SHALL BE A PARTY TO, AND BE BOUND BY, THE TERMS AND CONDITIONS, WHICH INCORPORATES BY REFERENCE THE DATACITE STATUTES (<https://datacite.org/documents/statutes.html>) AND DATACITE PRIVACY POLICY (<https://datacite.org/privacy.html>). TERMS NOT DEFINED HEREIN ARE DEFINED IN APPENDIX A.

Notices:

Any notice required to be given by DataCite under this Agreement shall be given only to Direct Member's General Contact. It is the Direct Member's responsibility to keep its contact information up to date.

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. EACH PARTY MAY USE A PAPER (WET) OR ELECTRONIC SIGNATURE, EACH OF WHICH SHALL BE DEEMED TO BE AUTHENTIC AND EQUALLY ENFORCEABLE. IN WITNESS WHEREOF, DataCite and Direct Member have caused this Agreement to be executed by a duly authorized representative.

[NAME OF DIRECT MEMBER]

DataCite – International Data Citation
Initiative e.V.

Signature: _____

Signature: _____

Name: _____

Name: Matthew Buys

Title: _____

Title: Executive Director

Email address: _____

Email address: matt.buys@datacite.org

Date: _____

Date: _____

DataCite DOI Services Terms and Conditions

These Terms and Conditions regulate DOI services under an agreement (hereinafter referred to as "Agreement") between DataCite and a Direct Member or a Consortium Lead (both referred to as "Members" or individually as "Member"). These Terms and Conditions also apply to Consortium Organizations bound by the agreement with DataCite concluded by a Consortium Lead on their behalf. These Terms and Conditions apply exclusively; any deviating or additional terms and conditions of the Members are excluded. These Terms and Conditions incorporate by reference the [DataCite Statutes](#) and [DataCite Privacy Policy](#). Terms not defined herein are defined in Appendix A.

§1 Introduction.

DataCite is a non-profit membership organization with the charitable mission to make research better by enabling people to find, share, use and cite data. The strength of DataCite is rooted in the active engagement and excellence of its Members. We will enable Members to work towards our shared mission and vision by providing a unified voice, the services that they need and the opportunity to exchange practices and learn from each other.

§2 Membership Qualifications and Terms.

The Membership qualifications and terms are set forth by the DataCite statutes.

§3 Payment of Fees

- a. Members must pay the Fees according to the Fee Schedule as approved by the General Assembly.
- b. The calculation of Fees is based on a fiscal year which is 12 calendar months beginning on January 1 and ending December 31.
- c. The Fees for the first year of the Agreement will be prorated to reflect the month in which the Members entered into the Agreement with DataCite .

§4 DOI-Registration Requirements

Members and Consortium Organizations that use DOI Registration Services must make reasonable efforts to adhere to the following requirements:

- a. Commitment to data persistence.
- b. Transmission of Metadata according to the predominantly valid standards of the research discipline.
- c. Maintaining and Updating Metadata. The Member or Consortium Organization shall ensure that each Identifier assigned to the Member or Consortium Organization's Content continuously resolves to a response page (a "[Landing Page](#)") containing, at a minimum, (i) complete bibliographic information about the corresponding Content (including the Identifier), visible on the initial page, with reasonably sufficient information detailing how the Content can be cited and accessed, and/or (ii) a hyperlink leading to the Content itself, in each case in accordance with the [Display Guidelines](#). The Identifier shall serve as the permanent URL link to the Landing Page. The

Member or Consortium Organization shall register the Landing Page URL with DataCite, keep it up-to-date and active, and promptly correct any errors or variances communicated to the Member or Consortium Organization by DataCite. The Member or Consortium Organization shall be exclusively responsible for maintaining the accuracy of metadata associated with each Identifier relating to the Member's or Consortium Organization's Content, and the validity and operation of the corresponding URL(s) containing the Landing Page, and related pages. Some examples of failures to maintain and update Metadata consistent with this §4 include: 1) publishing or communicating Identifiers without registering them with DataCite; 2) withdrawing content without posting a notification ("[Tombstone Page](#)") and updating the record's URL/metadata with DataCite; or 3) registering new Identifiers with the Member's or Consortium Organization's own prefix for content that already had Identifiers registered by a prior publisher.

- d. *Archives.* The Member or Consortium Organization shall use best efforts to contract with a third-party archive or other content host (an "Archive") (a list of which can be found [here](#)) for such Archive to preserve the Member's or Consortium Organization's Content and, in the event that the Member or Consortium Organization ceases to host the Member's or Consortium Organization's Content, to make such Content available for persistent linking. The Member or Consortium Organization hereby authorizes DataCite, solely in the event an Archive becomes the primary location of the Member's or Consortium Organization's Content, to contract directly with such Archive for the purpose of ensuring the persistence of links to such Content. The Member or Consortium Organization agrees that, in the event that the Content permanently ceases to be maintained by the Member or Consortium Organization, DataCite is entitled to redirect Identifiers to an Archive or a "Defunct DOI" page hosted by DataCite.
- e. *DOI Registration Policy.* Direct member, Consortium Lead or Consortium Organizations can only assign DOIs to content over which their organization holds

responsibility. It is not permissible to provide or resell DOIs to third parties.

§5 Personal Information

- a. *Personal Information.* In order to administer membership, the Member or Consortium Organization consents that DataCite may process their personal data in accordance with DataCite's [Privacy Policy](#). Please note, as stated in the policy itself, DataCite may change its Privacy Policy from time to time, and at DataCite's sole discretion.
- b. By providing DataCite with personal data, natural person(s), including Member or Consortium Organization staff (the "origin party"), guarantees that:
 - i. the Member or Consortium Organization collected and processed the data in accordance with applicable law, including the General Data Protection Regulation;
 - ii. the Member or Consortium Organization acquired the origin party's informed consent to share the data with DataCite.

§6 Intellectual Property Rights

- a. *General License.* Subject to these Terms and Conditions, the Member or Consortium Organization hereby grants to DataCite and its agents a fully-paid, non-exclusive, worldwide license for any and all rights necessary to use, reproduce, transmit, distribute, display and sublicense Metadata and Identifiers corresponding to the Member or Consortium Organization's Content, in the reasonable discretion of DataCite in connection with the DataCite Infrastructure and Services, including all aspects of Reference Linking and DataCite's various other service offerings.
- b. *Metadata Rights and Limitations.* Unless explicitly stipulated otherwise, DataCite shall not use, or acquire or retain any rights in the deposited Metadata of a Member or Consortium Organization. Nothing in these Terms and Conditions gives a Member or Consortium Organization any rights (including copyrights, database compilation rights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed) to any Metadata belonging to another Member or Consortium Organization.
- c. *Third party rights.* A Member or Consortium Organization shall only upload or submit Metadata that either are not subject to copyright protection or that the Members or Consortium Organization is authorized to provide for inclusion in the DataCite compilation and data base. In the event of any infringement of third party rights the Member or Consortium Organization shall be obliged to indemnification pursuant to § 13.

§7 Distribution of Metadata by DataCite.

Without limiting the provisions of §6 above, the Member or Consortium Organization acknowledges and agrees that, subject to the Member or Consortium Organization's reference distribution preference, all Metadata and Identifiers registered with DataCite are made available for reuse without restriction through (but not limited to) public APIs and search interfaces, which enhances discoverability of Content. Metadata and Identifiers may also be licensed to third party subscribers along with an agreement for DataCite to provide third parties with certain higher levels of support and service. The Member or Consortium Organization agrees that its Metadata will be made publicly available by DataCite on a public access license such as but not limited to a CC0 license.

§8 Support Levels. DataCite is responsible for basic support issues including login, prefix management, DOI registration, metadata requirements, technical escalation and best practice.

§9 Termination.

- a. *Termination of Membership.* A Member's DataCite Membership may be terminated according to the DataCite's statutes.
- b. *Termination of the Agreement on related services.*
 - i. By the Member for convenience upon written notice to DataCite taking effect at the end of a fiscal year, observing a notice period of two months;
 - ii. By the Member for cause (1) in the event of DataCite's material breach of these Terms and Conditions, which breach remains uncured 45 days following notice from the Member to DataCite, or if DataCite has indicated that more than 45 days are required to cure the default, DataCite has, in the Member's reasonable opinion, made insufficient efforts to cure by the expiry of the 45th day; or (2) in the event DataCite provides notice of a material amendment to these Terms and Conditions (including its Privacy Policy) pursuant to the provisions of §17 hereof, and the Member provides notice to DataCite within 60 days of such notice of the Member's objection to such amendment and its intention to terminate; and
 - iii. By DataCite upon written notice to the Member, in accordance with the DataCite Statutes, including for (1) a misrepresentation in the Member's membership application; (2) legal sanctions or judgments against the Member or its home country; (3) fraudulent use of Identifiers or Metadata; (4) failure to pay

Fees due, which failure persists for 120 or more days following the invoice.

- iv. In the event of a Termination of Membership pursuant to § 6 of the DataCiteStatutes this Agreement shall end without a termination notice being required.
- c. *Effect of Termination.* An outgoing Member shall not be entitled to a refund of any Fees that have been paid or waiver of any Fees that have accrued, except that a Member will be entitled to a refund of any prepaid fees representing the remaining portion of the then-current annual term in the event of a termination for cause pursuant to § 9 (b) (ii) above. Termination of Membership or termination of the Agreement shall have no adverse effect on DataCite's intellectual property rights in any Metadata or upon any related licenses then in effect. Following termination of its Membership or the termination of the Agreement, an outgoing Member shall have no further obligation to deposit Metadata with DataCite or to assign Identifiers to its Content, and DataCite shall have no further obligation to register such Identifiers. With respect to Metadata deposited and Identifiers registered prior to such termination: (i) DataCite shall have the right to keep, maintain and use such Metadata and Identifiers within the DataCite Infrastructure and Services; and (ii) the obligations of the Member set forth in §4(c) and (d) of these Terms and Conditions will survive. Should it be required to ensure the persistent linking to Content, DataCite may update the Metadata to resolve to a functioning and current Landing Page, whether provided by the Member or otherwise.
- d. *Change of status* If only the related Agreement is terminated without termination of the Membership the Membership will continue for the Member as a Member Only Organization. The rights to terminate the Membership according to § 6 of the DataCite statutes remain unaffected.

§10 Enforcement. DataCite shall take reasonable steps to enforce these Terms and Conditions, provided that DataCite shall not be obligated to take any action with respect to any Metadata that is the subject of an intellectual property dispute, but reserves the right, in its sole discretion, to remove or suspend access from, to or through such Metadata and/or its associated Content or to take any other action it deems appropriate.

§11 Governing Law. These Terms and Conditions shall be interpreted, governed and enforced under the laws of Germany, without regard to its conflict of law rules.

§12 Disputes.

- a. *Notice of disputes.* The Member or Consortium Organization shall promptly notify DataCite of any claim, dispute or action, whether against other

Member, Consortium Organizations or DataCite, related to these Terms and Conditions or any Identifiers or Metadata.

- b. *Arbitration Agreement.* Pursuant to the Arbitration Rules of the German Institution of Arbitration e.V. (DIS), a single arbitrator reasonably familiar with the open science and internet industries shall settle all claims, disputes or actions of any kind arising from or relating to the subject matter of these Terms and Conditions and the Agreement between DataCite and the Member or Consortium Organization. The decision of the arbitrator shall be final and binding on the parties, and may be enforced in any court of competent jurisdiction.
- c. *Injunctive Relief.* Notwithstanding §12(a), no party shall be prevented from seeking injunctive or preliminary relief in anticipation, but not in any way in limitation, of negotiations or other avenues of alternative dispute resolution. The Member or Consortium Organization acknowledges that the unauthorized deposit or use of Metadata would cause irreparable harm to DataCite, the DataCite Infrastructure and Services, and/or other Members or Consortium Organizations, that could not be compensated by monetary damages. The Member or Consortium Organization therefore agrees that DataCite may seek injunctive relief to remedy any actual or threatened unauthorized deposit or use of Metadata.

§13 Indemnification. The Member or Consortium Organization agrees to indemnify and hold harmless DataCite its representatives, and their respective directors, officers and employees from and against any and all liability, damage, loss, cost or expense, including reasonable attorney fees, costs, and other expenses, to the extent arising from or resulting from such Member, Consortium Organization or representative's, breach of these Terms and Conditions or breach of other obligations, or violation of any third-party intellectual property rights unless the Member or Consortium Organization proves that it is not responsible (in terms of sections 276, 278 of the German Civil Code) for such breach or violation.

§14 Limitations of Liability. Neither party shall be liable to the other for any damages unless these damages result from (i) intentional breach or gross negligence, (ii) a culpable violation of life, body or health or (iii) mandatory provisions of the Product Liability Act or (iv) a culpable breach of essential contractual duties. Essential contractual duties are obligations that need to be fulfilled in order to reach the purpose of the contract and on the fulfillment of which the other party usually relies and may reasonably rely on. If essential contractual duties are violated by slight negligence, the liability shall be limited to the foreseeable damages typically occurring under this kind of contract. This restriction shall not apply to the cases set out in (ii) and (iii) above.

§15 Other Terms.

- a. *Notices.* Written notice under these Terms and Conditions shall be given as follows:
 - i. If to DataCite: by emailing support@datacite.org addressing Mr. Matthew Buys, Executive Director.
 - ii. If to a Member or Consortium Organization: To the name and email address designated by the Member or Consortium Organization as the main contact in such Member or Consortium Organization's records in DOI Fabrica. This information may be changed by the Member or Consortium Organization in DOI Fabrica or by giving notice to DataCite by email at support@datacite.org.
 - iii. Member Contact roles: the Member shall also designate a main, technical, voting, billing contact(s), and advise DataCite of any changes to such information.
 - iv. Consortium Organization Contact roles: the Consortium Organization shall also designate a repository contact, and advise DataCite or the Direct Member of any changes to such information.
- b. *Survival.* Sections (and the corresponding subsections, if any) 4(c) and (d), 6, 9, 10, 11, 12, 13, 14 and 15, and any other provisions that by their express terms or nature survive, and any rights to payment, shall survive the expiration or termination of these Terms and Conditions.
- c. *Severability.* If any provision of these Terms and Conditions (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of these Terms and Conditions will not be affected thereby and will be binding upon the parties and will be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms and Conditions.

§16 Entire Agreement. This Agreement, including these Terms and Conditions, and any Addendum of Terms and Conditions executed between DataCite and a Member, constitute and contain the entire agreement between DataCite and such Member with respect to the subject matter hereof, and supersedes any prior or contemporaneous oral or written agreements. The "Introduction" section at the beginning of these Terms and Conditions forms a part of these Terms and Conditions and is incorporated by reference herein.

§17 Amendment. These Terms and Conditions may be amended by DataCite, via updated Terms posted on the Website and emailed to each Member no fewer than sixty (60) days prior to effectiveness. By using the DataCite Infrastructure and Services after the effective date of any such amendment hereto, the Member accepts the amended Terms and Conditions. These Terms and Conditions may also be amended by mutual agreement of a given Member and DataCite by execution of an Addendum of Terms and Conditions.

§18 Compliance. Each of the Members, Consortium Organizations and DataCite shall perform under this Agreement in compliance with all laws, rules, and regulations of any jurisdiction which is or may be applicable to its business and activities, including anti-corruption, copyright, privacy, and data protection laws, rules, and regulations.

§19 Force Majeure Event. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Terms and Conditions (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event. If the force majeure event lasts for more than three months each party shall be entitled to terminate the Agreement for good cause.

Appendix A Definitions

Consortium Organization is an organization that participates in one of the DataCite Consortia managed by the Consortium Lead. The Consortium organization account in DOI Fabrica can create, manage, and delete Repositories. The Consortium Organization can assign Prefixes to its Repositories. This account in DOI Fabrica does not provide billing contact or voting contact information.

Consortium Lead is a Member of the association authorized to act on its own behalf and on behalf of Consortium Organizations.

Content is the associated DOI metadata deposited in DataCite by the Member or Consortium Organization.

Direct Member is an organization that is a member of the association and enters into an agreement on DOI services with DataCite. A Direct Member works with one or more Repositories within the same administrative structure.

DOI Fabrica is the platform for Members and Consortium Organizations and their Repositories use to create and find, connect and track every single DOI from their organization or consortia. Fabrica complements the JSON REST, MDS and EZ APIs. DOI Fabrica includes all the functionalities needed to manage Consortium Organizations, Repositories, Prefixes, DOIs and their Metadata.

DOI is an alphanumeric string assigned to uniquely identify an object. It is tied to a metadata description of the object as well as to a digital location, such as a URL, where all the details about the object are accessible.

DOI Registration Services are the specific services that DataCite provides for organizations to register Digital Object Identifiers (DOIs).

Executive Board consists of a President, four Vice Presidents (one of them being the Deputy President) and a Treasurer. One member of the Executive Board is an ex-officio representative of the Business Office. Members of the Executive Board are elected by the Members at the annual

General Assembly and serve for a period of two years.

Fees are paid for Membership according to the statutes and for DOI services under the respective Agreement. Fees are paid on an annual basis.

Force Majeure Event means any cause beyond the control of such party, occurring without that party's fault or negligence, which the party could not reasonably have been expected to have taken into account at the time of the conclusion of the Agreement and which prevents the party from fulfilling its contractual obligations, including any strike, legitimate lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease, governmental regulations or controls, earthquake, and computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons.

General Assembly consisting of one representative for each Member, is a constituent body of the association.

Identifiers are long-lasting reference(s) to datasets, software, documents, files, web pages, or other research objects.

Infrastructure is a sustainable network composed of physical and virtual resources that support the flow, storage, processing and analysis of data. Our servers are hosted by Amazon Web Services (AWS) and are located in Ireland.

Membership means membership in terms of § 4 of the DataCite statutes.

Member Only Organizations take on the membership responsibilities that are dictated by DataCite's statutes but do not use the DOI Registration Services.

Metadata is a set of data that describes and gives information about other data. The DataCite

Metadata Schema is a list of core metadata properties chosen for an accurate and consistent identification of a resource for citation and retrieval purposes, along with recommended use instructions. The resource that is being identified can be of any kind, but it is typically a dataset.

Prefixes are a set of random numbers e.g. 10.23456 and reserve a name space in the DOI system. Prefixes are managed by Direct Members, Direct Members and Consortium Organizations via the web interface Fabrica or API.

Repository is a service operated by research organizations, where research materials are stored,

managed and made accessible. A Repository is a single unit and DataCite links the Repository to information in re3data, where additional Repository metadata are available.

Services are the tools, APIs and platforms that DataCite provides to create, find, cite, connect, and use research. We seek to create value and develop community-driven, innovative, open, integrated, usable, and sustainable services for research.

Website is the DataCite website found at <https://datacite.org/>