

Agreement on the Allocation of DOI Registration Service

This agreement on the **Provision of DOI Registration Service** (the “**Agreement**”) is entered into between:

Parties

1. Global Biodiversity Information Facility Secretariat, incorporated and registered in Denmark with company registration number 29 08 71 56, the registered office of which is at Universitetsparken 15, 2100 København Ø (“**GBIF**”)
2. [NAME the GBIF Participant node] for which the Service will be provided (“**Data Centre**”)

(individually referred to as a “**Party**” and together as the “**Parties**”.)

1. Introduction and background

1. GBIF is an international network and data infrastructure funded by the world's governments and aimed at providing anyone, anywhere, open access to data about all types of life on Earth. More information can be found here: <https://www.gbif.org/what-is-gbif>
2. To enable persistent identification of the data mentioned in Clause 1.1, GBIF uses its membership in DataCite e. V. (“**DataCite**”) to register digital object identifiers (DOIs), implementing DataCite’s licence to the DOI system and using DataCite’s infrastructure and online metadata management system.
3. Under this Agreement, GBIF will provide the Data Centre with a DOI provisioning service identified by a unique DOI prefix.
4. This service is provided only to GBIF Participants.

2. Definitions

1. **GBIF Secretariat**: Legal entity empowered by the GBIF participants to enter into contracts, execute the work programme, and maintain the central services for the GBIF network including software components and updates, interfaces, indexing and registry services, helpdesk and relevant training.
2. **GBIF Network**: The infrastructure consisting of the central services of the GBIF Secretariat, participant nodes and Data Publishers. Making data available through the GBIF Network means registering and advertising the pertinent services via the GBIF central services.
3. **GBIF Participant**. A country, economy or organization that joins GBIF by signing a Memorandum of Understanding.
4. **Node**. The team designated by a Participant to coordinate GBIF-related activities across a national or other network.
5. **Digital Object Identifier (“DOI”)**. A persistent reference to a unique resource.
6. **Scientific Object**. A discrete unit of information; in the scope of this Agreement, typically a dataset or data record.
7. **Biodiversity Data**: Primary data on specimens, observations, names, taxonomic concepts, and sites, and other data on biological diversity.

8. **Data Publisher:** A custodian that makes data publicly available, whether they are or are not the data owner. In cases where data publishers are not the data owners, they will have declared that they have permission to make the data available under terms of the GBIF [Data Publisher Agreement](#).
9. **Data Centre:** The party responsible for all content deposited in the repository being hosted by the GBIF Secretariat.
10. **Service:** The functions provided through the Agreement have the meaning set out in Section 3.

3. The Service

1. GBIF shall provide the services as follows ("**Service**"):
 - a. The provision of DOI names, including
 - The registration of DOI names to persistently identify objects for the Data Centre,
 - A metadata management service (DataCite Metadata Store) to enable the Data Centre to submit the Metadata to DataCite e. V. and link the Metadata with the DOI names.
 - b. Storage of Metadata accessible to the public through an online portal

4. Maintenance and service levels

1. GBIF provides the Service in its role as coordinator of its own network and as a DataCite member. GBIF will strive to notify Data Centre of any updates or planned downtime for the Service, and the Data Centre can always contact GBIF at helpdesk@gbif.org with questions regarding the operation of the Service.
2. GBIF may create an administrative account on the online metadata management system to facilitate access for staff responsible for supporting this service.
3. The parties have agreed that there should be no minimum service levels or indicators for the Service.

5. Data Centre's rights and obligations

1. **Storage and ensuring the persistence of the scientific objects**

The Data Centre is responsible for the storage and accessibility of the scientific objects. External Third Parties may be entrusted with the storage and related (exclusively technical) services. Any scientific object registered with a DOI name has to be accessible through a URL. GBIF recommends letting the URL point to an HTML-site, which contains information about and the access modalities to the object ("landing page"). A landing page is compulsory, if the objects cannot be used with standard desktop software (e.g. .xls, .pdf, .txt) or if the objects are not freely accessible. The Landing Page must be freely accessible and the contained URLs must be up-to-date.

Within the bounds of possibility, the Data Centre ensures that registered objects will be available for the entire term of the agreement.

2. **Provision of access, review process and maintenance of the Metadata**

For any scientific object registered with a DOI name by GBIF, the Data Centre must prepare and submit metadata according to the DataCite Metadata Schema ("DataCite Metadata Schema for the Presentation and Citation of Research Data"). All versions of the metadata-schema are accessible via <http://schema.datacite.org/>.

The registration of DOI names by GBIF only takes place after or at the same time as the Metadata are submitted by the Data Centre.

The Data Centre is responsible for the integrity and correctness of the Metadata. The Data Centre 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 is registered, it may not be altered. If an item 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." A landing page shall be set up for this purpose, if it does not exist yet.

3. Quality control

Within the bounds of possibility, Data Centre has to ensure that the object is valid according to the Data Centre's own standards and according to the general rules of scientific good practice in the relevant field of research (if available).

6. Costs and fees

1. The Service is provided free of charge.
2. Each party shall bear the costs which arise in the field of its own activity.

7. Intellectual property rights

1. The registration of scientific objects does not include any transfer or assignment of ownership of any intellectual property rights (IPR).
2. In all cases where copyright applies, the Data Centre warrants that it owns the copyright and intellectual property rights of the Metadata registered by GBIF and is entitled to the registration of the objects.
3. The Data Centre agrees to allowing GBIF to acquire the Metadata and making it freely accessible to harvesting and use without limitations.

8. Data protection, data processing and e-privacy

1. If the Data Centre is established in the European Union for the purposes of data processing, the Data Centre will comply with its obligations under General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).
2. If the Data Centre is not establishment in the European Union for the purposes of the processing activity and does not fall under the territorial scope of the GDPR as per Article 3(2), any obligations of GBIF implied herein shall be interpreted and limited to take into account that the Data Centre is not subject to obligations under GDPR.

9. Rights and remedies under Danish law

1. The rights and remedies (in Danish: "misligholdelsesbeføjelser") available under Danish Law shall apply to this Agreement and be available to each Party, except to the extent expressly derogated from in this Agreement.

10. Warranties, liability and indemnification

1. The Data Centre endeavours to comply with general rules and best practices of data storage and to assure the persistence of the scientific objects.

2. The Data Centre acknowledges that the Service is provided as-is and that, except as otherwise expressly provided herein, GBIF makes no warranty, express, implied or statutory with respect to the Service or use thereof.
3. The Data Centre shall be exclusively responsible for any malfunctions which arise in its own sphere of influence or for any errors in the delivered Metadata. If the Data Centre in any way alters or changes the Service, the Data Centre will be solely responsible (and, if relevant, indemnify GBIF) for any special, indirect, incidental, punitive or consequential damages relating to or arising hereof. In the event of any difficulties and errors of transmission or other technical problems, the Data Centre shall redeliver the affected Metadata, if possible.
4. GBIF shall endeavour to rectify all technical malfunctions within its own sphere of influence. GBIF will report all technical errors resulting from malfunction of the DOI resolution mechanism or within the systems of DataCite and which are outside GBIF's own sphere of influence as soon as possible to DataCite and strive towards a solution.
5. Except as otherwise expressly provided herein, neither Party nor its affiliates are liable for any special, indirect, incidental, punitive or consequential damages relating to or arising out of this Agreement or the services, including, without limitation, lost profits, lost computer usage time, and damage to, or loss of use of data, even if advised of the possibility of such damages, and irrespective of any negligence of a Party or whether such damages result from a claim arising under tort or contract law.
6. GBIF shall not be liable for the correctness and completeness of any registered object or Metadata.
7. The parties shall cooperate closely and trustingly in order to remedy errors and to prevent and ward off claims by third parties. The parties are only liable for pecuniary damages caused with intent or through gross negligence. Liability is not limited in case of damages to life, body or health.
8. The Data Centre shall indemnify, defend and hold GBIF, its partners and its employees harmless from and against any losses arising out of or related to any claim or action by third parties that relate to any possible legal infringement through the storage and the distribution of Metadata, if the Data Centre is at fault. This shall not apply, if the use of the Metadata by GBIF constitutes a breach of the rights granted in this Agreement.
9. Neither party will be liable to the other for any loss or any failure to perform any obligation hereunder, which results from causes beyond its reasonable control and which occur without its fault or negligence (Force Majeure), without limitation, provided that the respective party gives the other party detailed written notice immediately after discovering Force Majeure.

11. Confidentiality

1. Neither Party may disclose confidential information (meaning proprietary or information that is disclosed by one Party to the other) to any third party or use this information in violation of this Agreement, except if agreed by the other Party.

12. Assignment

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

13. Governing law and dispute resolution

1. Any dispute arising out of or in connection with this Agreement shall be governed by Danish law and subject to simplified arbitration administered by The Danish Institute of Arbitration in accordance with the rules of the simplified arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

14. Term and termination

1. This Agreement shall become effective the day the Data Centre has been provided the Service and shall remain in effect unless terminated by either Party.
2. The Data Centre may terminate the Agreement with six (6) months prior notice or if the Data Centre's status as a GBIF Participant changes.
3. GBIF may terminate this Agreement with twelve (12) months prior notice or if the Data Centre's status as a GBIF Participant changes.
4. GBIF reserves the right to terminate the contract, if the Data Centre is located outside the EU and a member of DataCite offers the Service at the Data Centre's principal place of business, or, due to an agreement among the members of DataCite, another member of DataCite is designated to perform the services for the Data Centre.
5. In case of termination, the Parties will cooperate closely and trustingly to ensure that any registered DOIs are redirected and will persist.
6. GBIF shall have no obligation to remove the Metadata from the systems of DataCite.
7. In case membership of GBIF in DataCite ceases, GBIF shall strive to transfer the maintenance of the registered DOIs to another institution.

Signed on in

Signed onin

for and on behalf of Data Centre

for and on behalf of GBIF

By

By