

Declaration of participation in the TU Delft DOI Consortium

This 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

[name institution] (hereinafter referred to as “Institution”)

Preamble

DataCite is an international, non-profit member organisation based in Hannover, Germany, which has been providing Digital Object Identifiers (DOIs) since 2009. These enable the global research community to reliably identify, locate, access, link and cite research data sets.

Founding members include the British Library (BL), the Technical Information Center of Denmark (DTIC), the TU Delft Library (Netherlands), the National Research Council's Canada Institute for Scientific and Technical Information (NRC-CISTI), the California Digital Library, Purdue University (USA) and the German National Library of Science and Technology (TIB).

The TU Delft Library is consortium leader of the TU Delft DOI Consortium.

The TU Delft DOI Consortium is open to universities, research institutes or other non-profit organisations in the field of research and education. As consortium leader, the TU Delft Library supports the publication of, among other things, research data, software, videos, images and grey literature by providing information based on international standards and DataCite best practice guidelines. Furthermore, the TU Delft Library will represent the interests of the consortium members (hereinafter called “Institutions”) within the DataCite governance bodies.

1. Obligations of the Institution

1.1 The Institution hereby declares its binding participation in the TU Delft DOI Consortium. By entering into this Agreement, the person signing this Agreement and being a member of the Institution declares in a legally binding manner that he/she is authorised to sign on behalf of the Institution in a way that is legally binding for the Institution.

1.2 The Institution confirms that it is an Eligible Member of the TU Delft DOI Consortium, as it belongs to at least one of the following groups:

1.2.1. Universities,

1.2.2 Research institutions

1.2.3 Other non-profit organisations in the field of research and education

2. Duration and Membership fee

2.1 For the purpose of participating in the financing of the TU Delft DOI Consortium, the Institution undertakes to pay the TU Delft the service fee subject to VAT in euros. Invoicing will be carried out by TU Delft in euros.

2.2 The annual service fee is calculated according to the DataCite price list, accessible via <https://datacite.org/feemodel.html>.

2.3 Membership runs from the date of joining the Consortium until the following 31 December. Thereafter, it is automatically renewed for one year at a time unless it is terminated in writing to TU Delft with 90 days' notice to the end of the calendar year.

2.4 If membership does not take place on 01.01. of the year, the service fee will be calculated pro rata of the full months in which the Institution is a member of the consortium (1/12 of the annual service fee per full month).

2.5 Following termination of the Agreement, an outgoing Institution shall have no further obligation to deposit Metadata with DataCite or to assign DOIs to its content, and DataCite shall have no further obligation to register such DOIs.

With respect to Metadata deposited and DOIs registered prior to such termination:

(i) DataCite shall have the right to keep, maintain and use such Metadata and DOIs within the DataCite Infrastructure and Services; and (ii) the obligations of the Institution set forth in Article 4(c) of this Agreement will survive.

3. Obligations of the TU Delft

3.1 TU Delft will invoice the Institution annually for the service fee to be paid by the Institution after this agreement comes into force.

3.2 In the event that membership of TU Delft in DataCite ceases or TU Delft ceases to function as a Consortium Lead, TU Delft shall transfer the maintenance of the registered DOIs to another institution.

3.3 The TU Delft's service obligation does not relate to the provision of publishing services, but to the representation of the DataCite facilities and services within the framework of its participation in DataCite bodies.

4. DOI Registration Requirements

Institutions that use DOI Registration Services must make reasonable efforts to adhere to the following requirements:

- a. Commitment to data persistence.
- b. Transmission of Metadata.
For any content registered with a DOI name, the Institution 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 <https://schema.datacite.org/>
- c. Maintaining and Updating Metadata.
The Institution shall ensure that each DOI assigned to the Institution'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 DOI), 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 DOI shall serve as the permanent URL link to the Landing Page. The Institution shall register the Landing Page URL with DataCite, keep it up-to-date and active.

The Institution shall be exclusively responsible for maintaining the accuracy of Metadata associated with each DOI relating to the Institution'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 include:
1) publishing or communicating DOIs 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 DOIs with the Institution's own prefix for content that already had DOIs registered by a prior publisher.
- d. DOI Registration Policy.
Institutions 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. Distribution of Metadata by DataCite

The Institution acknowledges and agrees that all Metadata and DOIs 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 DOIs 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 Institution 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.

6. Liability

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

6.2 TU Delft will report all technical errors resulting from malfunction of the DOI resolution mechanism or within the systems of DataCite and which are outside TU Delfts own sphere of influence as soon as possible to DataCite and strive towards a solution.

6.3 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.

6.4 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.

7. Relationship between TU Delft and the Institution

7.1 Both the TU Delft and the Institution remain separate, independent institutions or entities and pursue exclusively their own purposes with this agreement.

7.2 The TU Delft does not exercise any rights on behalf or for the account of the Institution.

7.3 Both TU Delft and the Institution act for their own account and do not enter into any form of joint venture.

7.4 The TU Delft accepts the service fees only as payment of the Institution for the TU Delft DOI Consortium and forwards them to DataCite.

7.5 The Institution recognises TU Delft as its National Contact Point and hereby appoints TU Delft as its representative to DataCite.

7.6 This Agreement does not create any fiduciary relationship, financial management contract or similar between the parties.

8. Final Provisions

8.1 Changes and additions to this agreement must be made in writing.

8.2 Should any provision of this agreement be or become legally invalid, the validity of the remaining provisions of this agreement shall not be affected thereby. The contracting parties undertake to replace legally ineffective provisions with legally effective provisions that correspond to the original purpose of the agreement.

8.3 The contracting parties undertake to seek an amicable settlement of any discrepancies arising from this agreement before bringing an action.

8.4 Place of performance and jurisdiction for all claims arising out of this Agreement shall be Delft, The Netherlands.

8.5 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 [name institution]

for and on behalf of TU Delft

By

By

[name contact person]
[name institution]

Irene Haslinger
Director TU Delft Library