



DataCite Membership Terms and Conditions for ETH Zurich and Participating Organizations

These Terms and Conditions regulate the provision of DataCite's membership and related services. DataCite, its Member Only Organizations, Direct Members Members with Participating Organizations and Participating Organizations shall be a party to, and be bound by, the terms and conditions, which incorporates 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.

- a. *Qualifications for Membership*
 - i. Demonstrate capability and eagerness to support DataCite's mission.
 - ii. Mission statement describing purpose and goals.
 - iii. Demonstrate an elevated level of commitment to open-data and open research.
 - iv. Provide financial sustainability
 - v. For the avoidance of doubt Member Only Organizations, Direct Members and Members with Participating Organizations are considered Members of the association. Participating Organizations that are provided services by Members are bound by the terms and conditions, although are not considered Members of the association.
- b. *Membership Terms.* In accordance with the [DataCite Statutes](#).

§3 Membership Conditions

- a. Members must pay the fees according to the Fee Schedule as approved by the General Assembly.
- b. DataCite membership is based on a fiscal year which is 12 calendar months beginning on January 1 and ending December 31.
- c. First year membership dues will be prorated to reflect the month in which new Members join.
- d. Membership will automatically renew at the beginning of each fiscal year for a period of one year.

§4 DOI-Registration Requirements

Members and Participating 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 Participating Organization shall ensure that each Identifier assigned to the Member or Participating 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 Participating 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 Participating Organization by DataCite. The Member or Participating Organization shall be exclusively responsible for maintaining the accuracy of metadata associated with each Identifier relating to or Participating 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 Participating Organization's own prefix for content

that already had Identifiers registered by a prior publisher.

- d. *Archives*. The Member or Participating 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 Participating Organization's Content and, in the event that the Member or Participating Organization ceases to host the Member's or Participating Organization's Content, to make such Content available for persistent linking. The Member or Participating Organization hereby authorizes DataCite, solely in the event an Archive becomes the primary location of the Member's or Participating Organization's Content, to contract directly with such Archive for the purpose of ensuring the persistence of links to such Content. The Member or Participating Organization agrees that, in the event that the Content permanently ceases to be maintained by the Member or Participating Organization, DataCite is entitled to redirect Identifiers to an Archive or a "Defunct DOI" page hosted by DataCite.
- e. Shall a Participating Organization discontinue the use of the DOI Registration Service, the responsible Member must make reasonable efforts to ensure that each Identifier assigned to the Participating Organization's Content continuously resolves to a response page (a "[Landing Page](#)").

§5 Personal Information

- a. *Personal Information*. In order to administer membership, organizations consent that DataCite, and those who provide services to DataCite, may process their personal data for legal, personnel, administrative and management purposes. See DataCite's [Privacy Policy](#).
- b. By providing DataCite with personal data, natural person(s), including Member or Participating Organization staff (the "origin party"), guarantees that:
 - i. the Member or Participating Organization collected and processed the data in accordance with applicable law, including the General Data Protection Regulation;
 - ii. the Member or Participating 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 Participating 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 Participating Organizations' 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*. DataCite shall not use, or acquire or retain any rights in the deposited Metadata of a Member or Participating Organization. Nothing in these Terms and Conditions gives a Member or Participating 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 Participating Organization.

§7 Distribution of Metadata by DataCite.

- a. Without limiting the provisions of §6 above, the Member or Participating Organization acknowledges and agrees that, subject to the Member or Participating 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.

§8 Termination of Membership; Effect.

- a. *Termination of Membership*. A Member's DataCite membership may be terminated:
 - i. By the Member for convenience upon written notice to DataCite;
 - ii. By the Member for cause (1) in the event of DataCite's material breach of these Terms and Conditions, which breach remains uncured following 45 days' notice from the Member to DataCite (or is by its nature incapable of cure) or (2) in the event DataCite provides notice of a material amendment to these Terms and Conditions pursuant to the provisions of §16 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 initial invoice

therefor; or (5) any other basis set forth in the DataCite Statutes.

- b. *Review of Termination of Membership.* In accordance with the [DataCite Statutes](#).
- c. *Effect of Termination of Membership.* 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 term of such Member's membership in the event of a termination for cause pursuant to Section 8(a)(ii) above. Termination of Membership 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, 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.

§9 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.

§10 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. All claims, disputes and actions of any kind arising out of or relating to these Terms shall be settled in Germany.

§11 Disputes.

- a. *Alternative Dispute Resolution.* The Member or Participating Organization shall promptly notify DataCite of any claim, dispute or action, whether against other Member, Participating Organizations or DataCite, related to these Terms and Conditions or any Identifiers or Metadata. 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 between DataCite and the Member or Participating Organization. The decision of the arbitrator shall be final and binding on the

parties, and may be enforced in any court of competent jurisdiction.

- b. *Injunctive Relief.* Notwithstanding §11(a), no party shall be prevented from seeking injunctive or preliminary relief in anticipation, but not in any way in limitation, of arbitration. The Member or Participating 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 Participating Organization therefore agrees that DataCite may seek injunctive relief to remedy any actual or threatened unauthorized deposit or use of Metadata.

§12 Indemnification. To the extent authorized by law, the Member or Participating 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, Participating Organization or representative's acts or omissions, breach of these Terms and Conditions, or violation of any third-party intellectual property rights.

§13 Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS OR THE DATACITE INFRASTRUCTURE AND SERVICES, EVEN IF IT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR (I) ANY LOSS, CORRUPTION OR DELAY OF DATA OR (II) ANY LOSS, CORRUPTION OR DELAY OF COMMUNICATIONS WITH OR CONNECTION TO ANY DATACITE SERVICE OR ANY CONTENT.

§14 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 Participating Organization: To the name and email address designated by the Member or Participating Organization as the main contact in such Member or Participating Organization's records in DOI Fabrica. This information may be changed by the Member or Participating 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. Participating Organization Contact roles: the Participating Organization shall also designate a repository contact, and advise DataCite or the responsible Member of any changes to such information.
- b. *Survival.* Sections (and the corresponding subsections, if any) 4(c) and (d), 6, 8, 9, 10, 11, 12, 13, and 14, 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.

§15 Entire Agreement. These Terms and Conditions, together with 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.

§16 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.

§17 Compliance. Each of the Members, Participating 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.

§18 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.

Appendix A Definitions

Member with Participating Organization is the organization that enters into an agreement with DataCite and is a Member of the association. It provides services to Participating Organization(s). The Member can create and delete accounts in DOI Fabrica for Participating Organizations. The login credentials for this account are provided to the general contact.

Participating Organization is an organization to which a DataCite Member (i.e. ETH Zurich) provides services. The Participating Organization account in DOI Fabrica can create, manage, and delete Repositories. The Participating Organization can assign prefixes to its Repositories. This account in DOI Fabrica does not provide billing contact or voting contact information.

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

Direct Member is an organization that works with one or more repositories within the same administrative structure. The organization takes on the membership responsibilities that are dictated by DataCite's statutes.

DOI Fabrica is the platform for Members and Participating Organizations and their Repositories used to create and find, connect and track every single DOI from their organization. Fabrica complements the JSON REST, MDS and EZ APIs. DOI Fabrica includes all the functionalities needed to manage Participating Organizations, Repositories, Prefixes, DOIs and their Metadata. In future, the service will provide statistics and reports.

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 and services. Fees are paid on an annual basis.

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.

Members of the association include Direct Members, Member Only Organizations and Members with Participating Organizations. Participating Organizations and Repositories are not members of the association. DataCite Members are the voting body of the organization. Members are governed by the statutes (the bylaws and operating procedures) of the organization. The statutes are developed, ratified, and approved by the members. Members meet annually (General Assembly) to approve DataCite's revenue and expenditures, stand and/or vote for the Executive Board, guide DataCite's strategy, put forth resolutions and modifying the association's statutes. Members may also participate in DataCite's Steering and Working Groups and provide input on new member acquisition.

Membership is open to all legal entities that support the mission and objectives of the Association.

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.

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

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, Members with Participating Organizations and Participating 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 provide 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.

Tier 1 Support is the initial support level responsible for basic issues including login, prefix management, DOI registration, metadata requirements, and best practice. The Member is responsible for Tier 1 Support to the Participating Organizations.

Tier 2 Support involves technical knowledge and troubleshooting capabilities. DataCite is responsible for Tier 2 Support.

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