

DATAcite DENMARK AGREEMENT

Between

Consejo Superior de Investigaciones Científicas (GBIF Spain)
NIF: Q2818002D

and

Technical Information Center of Denmark
CVR: 30060946

The parties agree that:

(1) Overview

- (1.1) This agreement between GBIF Spain and the Technical Information Center of Denmark, operating as the national DataCite allocator agency, sets out the reciprocal understanding that has been reached between the parties.
- (1.2) This agreement defines the roles and responsibilities of the parties and the services to be delivered.
- (1.3) The signatures of all parties constitute the formal approval and authorisation to enact the agreement.

(2) Roles and responsibilities

- (2.1) GBIF Spain is responsible for:
 - (2.1.1) Quality of the data and metadata.
 - (2.1.2) Data storage for a minimum of 10 years from the effective date of this contract (see 5.1).
 - (2.1.3) Ensuring that GBIF Spain has the authority to make data and metadata available.
 - (2.1.4) DOI Registration: Registering each research data object using DataCite's registration system by providing the DOI, the core metadata elements (as defined in the DataCite Metadata Schema) and a URL for the landing page.
 - (2.1.5) Providing permanent data access by ensuring that the landing page includes information about the data, direct access to the data or information about how to access it, and ensuring that changes to the landing page URL are reflected in the DOI registration system.
 - (2.1.6) Agreeing to make their metadata freely accessible to harvesting, so anyone can use the metadata without limitations.
- (2.2) Technical Information Center of Denmark is responsible for:
 - (2.2.1) Providing access to DOI registration services within the DataCite infrastructure.
 - (2.2.2) Providing access to account support for the registration services.
 - (2.2.3) Providing access to technical documentation explaining the APIs and metadata schema.
 - (2.2.4) Providing GBIF Spain 60 days' written notice of any changes to the metadata schema or APIs that could impact the GBIF Spain's ability to register their data.

(3) Services

- (3.1) Technical Information Center of Denmark is offering a DOI registration service, which includes:
 - (3.1.1) Creation of an account for GBIF Spain (with their own prefix).
 - (3.1.2) Providing method(s) for GBIF Spain to register DOIs and upload metadata.
 - (3.1.3) Providing methods for GBIF Spain to update the metadata and/or URL for a registered data set.

(4) Annual fee

- (4.1) In order to contribute to the DataCite infrastructure GBIF.org must pay an annual fee and this fee also covers GBIF Spain. This is agreed in the DataCite agreement between GBIF.org and The Technical Information Center of Denmark.
- (4.2) DOIs will only be minted to objects in the GBIF Spain systems with landing pages in the domain: gbif.es.

(5) Terms and termination

- (5.1) This agreement is effective as of the date on which the last party signing this agreement does so, and will remain until terminated, provided that the DataCite agreement between GBIF.org and The Technical Information Center of Denmark is active.
- (5.2) The Technical Information Center of Denmark and GBIF Spain can terminate this agreement with 3 months written notice.
- (5.3) The Technical Information Center of Denmark is entitled to cancel the agreement and close GBIF Spain's DataCite account immediately if:
 - (5.3.1) GBIF Spain does not respond to communications from the Technical Information Center of Denmark (mail or oral) within 30 days.
 - (5.3.2) GBIF.org does not pay the annual fee to the Technical Information Center of Denmark for the DOI service within 30 days after a notice sent by the Technical Information Center of Denmark.
 - (5.3.3) GBIF Spain does not comply with the responsibilities stated at (2.1) within 30 days after a notice sent by the Technical Information Center of Denmark.

(6) Entire agreement

- (6.1) This agreement represents the entire understanding between the parties as of the effective date hereof, and supersedes all prior communications, negotiations and agreements, written or oral, concerning DataCite and the Technical Information Center of Denmark.

(7) Amendments

- (7.1) This agreement may only be amended by an agreement in writing, signed by the parties, expressly referring to this agreement.

(8) Assignment

- (8.1) This agreement is personal to the parties, so that neither its assignment, nor its assumption by a corporation formed by amalgamation of a party with a third party is valid without the other party's written consent.

(9) Force majeure

- (9.1) Neither party shall be responsible or liable to the other for failure or delay of the performance of this agreement due to war, fire, accident or other casualty, labour disturbance, act of the public enemy, or any other contingency beyond that party's reasonable control. In the event of applicability of this paragraph, the party affected by such force majeure shall use its best efforts to eliminate, cure or overcome any such causes and resume performance of its obligations as soon as possible.

(10) Notices

- (10.1) Any notice contemplated by this agreement, unless a different address is subsequently notified by one party to the other in writing, must be sent to the addresses stated in (11).

(11) Contacts


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(12) Authorisation and signatures

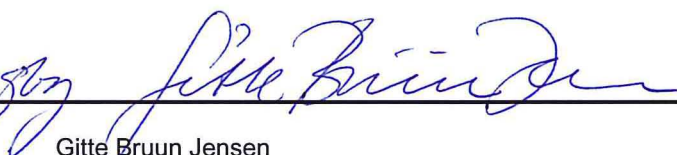
This agreement is signed and authorised by:

6/4/2015 Madrid 

 Date City José Ramón Urquijo Goitia
 Vice-President for Organisation and Institutional Relations
 Spanish National Research Council (CSIC)

18/2/2015 Copenhagen 

 Date City Tim Robertson
 Head of Informatics
 Global Biodiversity Information Facility (GBIF)

16/2-2014 København 

 Date City Gitte Bruun Jensen
 Deputy Director
 Technical Information Center of Denmark