

DataCite Consortium Agreement

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



This Consortium Agreement is entered into by and between DataCite – International Data Citation Initiative e.V., represented by its Executive Director Matthew Buys, located at Welfengarten 1B, 30167 Hannover, Germany (“DataCite”), and Technische Informationsbibliothek (TIB), represented by its Director Prof. Sören Auer, located at Welfengarten 1 B 30167 Hannover, Germany (“Consortium Lead”), as of the Effective Date (as defined below). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, DataCite and Consortium Lead hereby agree to the DataCite Terms and Conditions and obligations set forth below and in the DataCite Consortium Agreement, which is attached hereto and incorporated herein by reference.

Consortium Lead General Contact:

Name	Marleen Burger
Role/title	Information Manager
Email	marleen.burger@tib.eu
Telephone	+4951176219827

The Consortium Lead 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.

Consortium Lead represents and warrants that (i) it has all necessary power and authority to execute the DataCite Consortium Agreement for itself and as agent for each Consortium Organization set forth on the Consortium Organization List and (ii) the DataCite Consortium Agreement shall be legally binding upon Consortium Lead and each Consortium Organization listed on the Consortium Organization List (in DOI Fabrica). Only institutions of higher education, nonprofit organizations, and government research and funding agencies are entitled to be covered under the Consortium Fee (defined below), and Consortium Lead represents and warrants that each institution listed on the Consortium Organization List is such an entity. The Consortium Organization list is managed by the Consortium Lead in DOI Fabrica.

Effective date: [1. January 2021]

Consortium Fees:

The Consortium Lead shall make an annual payment to cover its share of the agreed payments. The amounts due shall be specified in an Addendum. The fees model is applied to calculate the total Consortium Lead fee and will be billed annually.

The Consortium Fees are approved by the DataCite General Assembly and published online. (Annex C)

Payment Terms:

The Consortium Lead is responsible to pay the annual Consortium Fee. The Consortium Fee for a Consortium Lead’s first year of membership is invoiced as a prorated amount for the Consortium

DataCite Consortium Agreement

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



Lead's initial calendar year of membership, to be paid in full. Thereafter, the Annual Fee is invoiced at the beginning of each calendar year.

Should the Consortium Lead opt to include additional Consortium Organization's during a calendar year, an additional Consortium Fee is invoiced as a prorated amount for the Consortium Organization's initial calendar year of membership.

Payment terms are 45 days from the date of invoice. There shall be no tax withholdings deducted from any fees owing to DataCite.

Consortium Support & Administration:

The Consortium Lead is responsible for Tier 1 support and administration of the Consortium, this includes:

1. The consortium lead will catalyze DOI adoption among the consortium organizations, making sure that they understand why and how to make use of DataCite's services. This includes:
 - a. Act as the first line of contact for the consortium for both DataCite and the consortium organizations for both administrative and technical issues
 - b. Facilitate initial onboarding of new consortium with DataCite
 - c. As new organizations join the consortium, take responsibility for onboarding
 - d. Providing guidance to consortium organizations aligned with community standards and best practices
 - e. Provide relevant resources to assist new and existing consortium organizations in the local language if appropriate
2. The Consortium Lead will also be responsible for its DOI Fabrica Administration. This includes:
 - a. Understand and share DataCite's Terms and Conditions with the Consortium Organizations
 - b. Work with DataCite to establish accounts for organizations both in test and production systems
 - c. Prefix assignment in the DOI Fabrica System for each organization within a consortium.
 - d. Take responsibility for the transfer of DOIs when an organization leaves the consortium.
 - e. Monitor the consortium and keep track of new repositories being added

DataCite is responsible for Tier 2 support of the Consortium, this includes:

1. Providing administrative support to the Consortium Lead
2. Providing training to the Consortium Lead, including:
 - a. Technical troubleshooting and escalation
 - b. Bugs/fixes
 - c. Advanced technical workflows (workflows not documented in DataCite Support, currently available at <https://support.datacite.org/>)
3. Providing and maintaining resources for technical implementation, communication and engagement

Consortium Lead Role:

The Consortium Lead represents all organizations within the consortium and takes on the membership responsibilities that are dictated by DataCite's statutes (Annex A). This includes

DataCite Consortium Agreement

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



- participate annually in the General Assembly
- approve DataCite's budget
- voting and/or standing for the DataCite Executive Board
- approve DataCite services fee structure

The Consortium Lead should also be involved in establishing local governance of the consortium, including the consortium purpose, organization, new member admission. Consortium Organizations are not members of the DataCite association and are represented by the Consortium Lead in the capacity as a Member.

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

Terms and Conditions:

THE DATACITE TERMS AND CONDITIONS ATTACHED HERETO AND PUBLISHED ON THE DATACITE WEBSITE REGULATE THE PROVISION OF DATACITE'S MEMBERSHIP AND RELATED SERVICES. DATACITE, ITS MEMBERS AND CONSORTIUM ORGANIZATIONS SHALL BE A PARTY TO, AND BE BOUND BY, THE TERMS AND CONDITIONS, WHICH INCORPORATES BY REFERENCE THE DATACITE STATUTES (ANNEX A) AND DATACITE PRIVACY POLICY (ANNEX B), which are valid at the time of this agreement being concluded (Effective date). TERMS NOT DEFINED HEREIN ARE DEFINED IN APPENDIX A.

Notices:

Any notice required to be given by DataCite under the DataCite Consortium Agreement shall be given only to Consortium Lead's General Contact. It is the Consortium Lead's responsibility to keep its contact information up to date and to forward any such notice to the Consortium Organizations in a timely manner.

This Consortium 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 Consortium Lead have caused this DataCite Consortium Agreement to be executed by a duly authorized representative.

Technische Informationsbibliothek

Irina Sens
Signature: _____

Name: Dr. Irina Sens

Title: Deputy Director/Head of Library Operations

Email address: irina.sens@tib.eu

Date: 05/13/2020

DataCite

Matthew Buys
Signature: _____

Name: Matthew Buys

Title: Executive Director

Email address: m.buys@datacite.org

Date: 05/15/2020

DataCite Membership Terms and Conditions

These Terms and Conditions regulate the provision of DataCite's membership and related services. DataCite, its Member Only Organizations, Direct Members, Consortium Leads ("Members") and Consortium Organizations shall be a party to, and be bound by, the terms and conditions, which incorporates by reference the DataCite Statutes_ (Annex A) and DataCite Privacy Policy (Annex B). 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. DataCite will enable Members to work towards a 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, only Consortium Leads, Member Only Organizations and Direct Members are considered Members of the association. Consortium Organizations that are provided services by Consortium Leads are bound by the terms and conditions, although are not considered Members of the association.

- b. *Membership Terms.* In accordance with the DataCite Statutes (Annex A, §4, §6, §7, §9, §14, §17).

§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 or Consortium Leads 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 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" (currently available under: <https://support.datacite.org/docs/landing-pages>) 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 (currently available under: <https://support.datacite.org/docs/datacite-doi-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" (currently available online at <https://support.datacite.org/docs/tombstone-pages>) 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 under <https://keepers.issn.org/> 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. Shall a Consortium Organization discontinue the use of the DOI Registration Service, the Consortium Lead must make reasonable efforts to ensure that each Identifier assigned to the Consortium Organization's Content continuously resolves to a response page (a "Landing Page" currently available online at <https://support.datacite.org/docs/landing-pages>).

§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, administrative and management purposes. See DataCite's Privacy Policy (Annex B).
- 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.* 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.

§7 Distribution of Metadata by DataCite

- a. 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.

§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 (Annex A, §6), 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 (Annex A, §6).

- 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 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. 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 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.

- 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 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.

§12 Indemnification

To the extent authorized by law, 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 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 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 Consortium Lead 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, 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.

§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

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

Consortium Organization is an organization that participates in one of the DataCite Consortia managed by a 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.

Content is the associated DOI metadata deposited in DataCite by the Member or Consortium 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 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. 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 Consortium Leads, Direct Members and Member Only Organizations. Consortium 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, Consortium Leads 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 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 Consortium Lead is responsible for Tier 1 Support to the Consortium 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/>

ANNEX A - DataCite Statutes



DataCite - International Data Citation Initiative e.V.

Satzung

vom 24. November 2009 in der geänderten Fassung vom 26. Februar 2016

§ 1 Name, eingetragener Sitz, Geschäftsjahr

- (1) Der Name des Vereins lautet „DataCite – International Data Citation Initiative“. Er soll auf der Grundlage einer amtlichen deutschen Übersetzung dieser Satzung im Vereinsregister eingetragen werden; nach seiner Eintragung wird der Name des Vereins „DataCite –International Data Citation Initiative e.V.“ lauten.
- (2) Der Verein hat seinen eingetragenen Sitz in Hannover.
- (3) Das Geschäftsjahr des Vereins entspricht dem Kalenderjahr.

§ 2 Zweck, Ziele, gemeinnütziger Status

- (1) Zweck des Vereins, ist die Förderung der Wissenschaft und Forschung.
- (2) Die ausschließlichen und unmittelbaren Zwecke des Vereines sind gemeinnützig gemäß Definition im Abschnitt "Steuerbegünstigte Zwecke" der deutschen Abgabenordnung (AO).

Der Satzungszweck wird verwirklicht insbesondere durch:

 - a. die Unterstützung von Forschern durch das Angebot von Methoden zur verlässlichen Lokalisierung, Identifizierung und Zitierung von Daten;
 - b. die Mitgliedschaft bei der International DOI Foundation;
 - c. die Tätigkeit des Vereins als Registrierungsagentur (RA) für DOI-Namen.
 - d. die Unterhaltung einer DataCite-Geschäftsstelle, in der das Tagesgeschäft des Vereins abgewickelt wird;
 - e. die Unterhaltung eines DOI-Registrierungsdienstes mit einer verteilten Infrastruktur, die von seinen Mitgliedern genutzt werden kann;
 - f. eine internationale Zusammenarbeit, um die Verfügbarkeit von Daten zu gewährleisten;
 - g. die Definition, Übernahme und Förderung von Standardmethoden zur verlässlichen Lokalisierung, Identifizierung und Zitierung von Daten;
 - h. die Förderung und Entwicklung eines Wissens- und Kompetenzaustausches über die Verfügbarkeit von Daten und Richtlinien zum Umgang mit diesen;
 - i. die Förderung der Initiativen, Arbeit und Leistungen des Vereins;
 - j. die Beauftragung von Dritten für zusätzliche Dienste zugunsten von DataCite;
- (3) Der Verein ist selbstlos tätig; er verfolgt nicht in erster Linie eigenwirtschaftliche Zwecke.
- (4) Die Mittel des Vereins dürfen nur für die in dieser Satzung vorgesehenen Zwecke verwendet werden. Aus Mitteln des Vereins dürfen keine Zuwendungen an die Mitglieder gezahlt werden. Zahlungen im Rahmen von Verträgen mit Mitgliedern, die die Erbringung einer bestimmten Dienstleistung vorsehen, stellen keine „Zuwendung“ im Sinne des vorstehenden Satzes dar. Niemand darf durch Ausgaben

begünstigt werden, die nicht unter den Zweck des Vereines fallen, oder aber durch eine unangemessen hohe Vergütung.

§ 3 Definitionen

- (1) Geschäftsstelle: Der Verein hat seinen Sitz in der Geschäftsstelle, welche die TIB (Technische Informationsbibliothek) Hannover eingerichtet hat.
- (2) Der Geschäftsstellenleiter ist eine natürliche Person, die von der Geschäftsstelle berufen wird. Der Geschäftsstellenleiter steht der DataCite-Geschäftsstelle vor und leitet diese. In dieser Funktion gehört er dem Vorstand im Sinne des § 26 BGB an.
- (3) Die Geschäftsstelle ist verantwortlich für die Buchführung, die Administration und die Beauftragung eines externen Auditors zur Prüfung der satzungsgemäßen Mittelverwendung.
- (4) Der Verein hat Mitglieder. Die Mitgliedschaft steht allen juristischen Personen offen, die die Mission und Ziele des Vereins § 2 (2) unterstützen.
- (5) Der Executive Direktor ist ein besonderer Vertreter §30 BGB des Vereins vgl. § 8. Er erhält eine besondere Vertretungsbefugnis, die vom Vorstand festgelegt wird.
- (6) Der Vorstand ist für sämtliche Geschäftsangelegenheiten des Vereins verantwortlich, soweit diese nicht per Satzung einem anderen Organ zugeordnet sind vgl. § 11.
- (7) Die Mitgliederversammlung ist ein Organ des Vereins und besteht aus einem Vertreter pro Mitglied vgl. § 14.

§ 4 Mitgliedschaft und Mitgliedsantrag

- (1) Der Verein hat Mitglieder. Die Mitgliedschaft steht allen juristischen Personen offen, die die Mission und Ziele des Vereins §2 (2) unterstützen.
- (2) Juristische Personen, die an einer Vereinsmitgliedschaft interessiert sind, müssen einen schriftlichen Antrag an den Executive Direktor (§ 8) stellen. Dieser leitet den Antrag an den Vorstand weiter. Über die Aufnahme entscheidet der Vorstand durch Mehrheitsbeschluss.
- (3) Die Mitglieder können innerhalb einer Frist von einem Monat aber nicht länger als zwei Monate schriftlich Gründe vorgetragen, welche gegen die Aufnahme sprechen. Beim Aufnahmebeschluss ist das Ergebnis der Anhörung zu berücksichtigen.
- (4) Die Teilnahme der Mitglieder an der Mitgliederversammlung wird erwartet.
- (5) Mit Aufnahme erkennen die Mitglieder diese Satzung als verbindlich für sich an, sowie die Richtlinien der International DOI Foundation in ihrer jeweils gültigen Fassung. Ein Verstoß gegen diese Regelungen stellt einen Ausschlussgrund gemäß §6 dar.
- (6) Der Verein haftet nicht für die Aktivitäten seiner Mitglieder.

§ 5 Auslagen und Aufwandsersatz

- (1) Die Mitglieder des Vereins erhalten einen Aufwandsersatzanspruch nach § 670 BGB für solche Aufwendungen, die ihnen durch die Tätigkeit für den Verein entstanden sind gegen Vorlage entsprechender Belege. Durch Beschluss können im Rahmen der steuerrechtlichen Möglichkeiten Aufwandspauschalen festgesetzt werden.
- (2) Einzelheiten regelt die Beitragsordnung des Vereins, die von der Mitgliederversammlung erlassen und geändert wird.
- (3) Ein externer Auditor prüft die satzungsgemäße Mittelverwendung.

§ 6 Beendigung der Mitgliedschaft

- (1) Die Mitgliedschaft endet durch Ausschluss, Streichung aus dem Mitgliederverzeichnis oder Austritt aus dem Verein.

- (2) Der Austritt muss durch schriftliche Mitteilung an den Vorstand erfolgen. Die Austrittserklärung kann nur mit Wirkung zum Ende eines Geschäftsjahres erfolgen, wobei eine Frist von zwei Monaten einzuhalten ist.
- (3) Ein Mitglied kann durch Beschluss des Vorstands aus dem Mitgliederverzeichnis gestrichen werden, wenn es trotz zweier förmlicher schriftlicher Mahnungen mit seinen Mitgliedsbeiträgen im Rückstand ist. Der Beschluss zu seiner Streichung kann erst nach Ablauf einer Frist von zwei Monaten nach der zweiten formalen Mahnung verabschiedet werden, unter der Voraussetzung, dass dem Mitglied in dieser Mahnung mit seiner Streichung aus dem Mitgliedsverzeichnis gedroht wurde. Der Vorstand informiert das Mitglied über die Entscheidung, es aus dem Mitgliederverzeichnis zu streichen.
- (4) Ein Mitglied ist durch Beschluss des Vorstands aus dem Mitgliederverzeichnis zu streichen, wenn es nicht mehr die Mitgliedschaftskriterien gemäß § 4 erfüllt.
- (5) Ein Mitglied kann durch Beschluss des Vorstands aus dem Verein ausgeschlossen werden, wenn es die Interessen des Vereins fahrlässig und vorsätzlich schädigt. Vor der Verabschiedung dieses Beschlusses muss der Vorstand dem Mitglied die Möglichkeit geben, mündlich oder schriftlich Stellung zu den Vorwürfen zu nehmen. Die Gründe für den vom Vorstand verabschiedeten Beschluss sind schriftlich anzugeben und dem betreffenden Mitglied zuzuschicken. Das Mitglied kann bei der Mitgliederversammlung gegen den Beschluss Einspruch einlegen. Der Einspruch ist dem Vorstand innerhalb von einem Monat nach Erhalt des Beschlusses vorzulegen. Innerhalb eines Monats, nachdem in Übereinstimmung mit der geltenden Frist Einspruch erhoben wurde, beruft der Vorstand die Mitgliederversammlung ein, die dann endgültig über den Ausschluss des Mitglieds entscheidet.
- (6) Im Falle des Austritts, Ausschlusses oder der Streichung eines Mitglieds schlägt der Vorstand der Mitgliederversammlung ein Mitglied vor, das die Verantwortung für die Beziehung zu den jeweiligen Datenzentren übernehmen könnte, um die Pflege der DOI-Namen fortzusetzen, die von dem zurückgetretenen oder ausgeschlossenen Mitglied registriert wurden.

§ 7 Mitgliedsbeiträge

- (1) Den Mitgliedern wird ein jährlicher Mitgliedsbeitrag berechnet.
- (2) Betrag und Fälligkeitstermin der Jahresmitgliedsbeiträge werden von der Mitgliederversammlung festgelegt.
- (3) Soweit das Budget des Vereins nicht durch die Mitgliedsbeiträge abgedeckt wird, wird es durch Umlagen auf die Mitglieder finanziert. Sämtliche über das genehmigte Budget hinausgehende Ausgaben sind von der Mitgliederversammlung zu genehmigen. Sollte dies zu einer zusätzlichen Belastung für die Mitglieder führen, so haben die Mitglieder die Wahl, am Ende des laufenden Geschäftsjahres aus dem Verein auszuscheiden.

§ 8 Executive Direktor

- (1) Der Vorstand kann einen Executive Direktor als besonderen Vertreter nach § 30 BGB berufen und diesem Tätigkeiten zuweisen, die auch über den gewöhnlichen Geschäftsbetrieb hinausgehen. Er erhält eine besondere Vertretungsbefugnis, die vom Vorstand festgelegt wird.
- (2) Der Executive Direktor handelt im Ermessen des Vorstandes. Seine Aufgaben werden in der aktuell gültigen Stellenbeschreibung beschrieben.
- (3) Der Executive Direktor erhält für seine Tätigkeit eine angemessene Vergütung.
- (4) Der Vorstandsvorsitzende vertritt den Executive Direktor.

§ 9 Organe des Vereins

Die Organe des Vereins sind der Vorstand und die Mitgliederversammlung.

§ 10 Vorstand

- (1) Der Vorstand besteht aus bis zu 12 Personen: Dem Vorstandsvorsitzenden dem Stellvertretenen Vorsitzenden, dem Schatzmeister und dem Geschäftsstellenleiter (ex-officio) und bis zu acht weiteren Vorstandsmitgliedern (Beisitzer). Der Geschäftsstellenleiter wird als Vorstandsmitglied von der Geschäftsstelle (§ 3 Abs. 2) benannt. Der Geschäftsstellenleiter ist Leiter der DataCite-Geschäftsstelle.
- (2) Vorstand im Sinne von § 26 BGB ist der Vorsitzende, der Stellvertretende Vorsitzende, der Schatzmeister und der Geschäftsstellenleiter. Der Vorstand vertritt den Verein vor Gericht und außergerichtlich. Jedes Vorstandsmitglied ist einzelvertretungsberechtigt.
- (3) Die Mehrzahl der Vorstandsmitglieder kommt aus Nonprofit-Organisationen.
- (4) Der Executive Direktor beteiligt sich an Vorstandssitzungen. In Ausnahmesituationen kann der Vorstand ihn ausschließen.
- (5) Die Vertretungsbefugnisse des Vorstands können durch eine Geschäftsordnung beschränkt werden.
- (6) Der Vorstand erbringt seine Arbeitsleistungen an den Verein unentgeltlich.

§ 11 Aufgaben des Vorstands

- (1) Der Vorstand ist für sämtliche Angelegenheiten des Vereins verantwortlich, soweit diese nicht per Satzung einem anderen Vereinsorgan übertragen werden. Zu seinen Aufgaben zählen unter anderem:
 - a. die Vorbereitung und Einberufung der Mitgliederversammlung sowie die Ausarbeitung der jeweiligen Tagesordnung;
 - b. die Ernennung von Arbeitsgruppen;
 - c. die Umsetzung der von der Mitgliederversammlung verabschiedeten Beschlüsse;
 - d. die Präsentation des Jahresbudgets. Das Jahresbudget soll den Mitgliedern spätestens einen Monat vor der Mitgliederversammlung, auf der es beschlossen werden soll, vorzuliegen;
 - e. Der Vorstand berichtet der Mitgliederversammlung über das Ergebnis des jährlichen Finanz Audit.
- (2) Bei allen Angelegenheiten von besonderer Bedeutung erwirkt der Vorstand einen Beschluss der Mitgliederversammlung.

§ 12 Ernennung und Amtszeit des Vorstands

- (1) Der Vorstand wird von der Mitgliederversammlung, aus der Mitte der Mitgliedsvertreter des Vereins, für eine Dauer von zwei Jahren gerechnet ab dem Datum ihrer Ernennung ernannt. Jedes Vorstandsmitglied wird einzeln gewählt. Die Vorstandsmitgliedschaft ist persönlich, eine Stellvertretung ist nicht zulässig.
- (2) Die Vorstandsmitglieder werden aus der Mitte der von den Mitgliedsorganisationen entsandten natürlichen Personen gewählt. Sollte die betreffende Person die Organisation verlassen, dann scheidet sie automatisch auch aus dem Vorstand aus.
- (3) Sollte ein Mitglied des Vorstands vorzeitig zurücktreten, dann kann der Vorstand für die verbleibende Amtszeit des ausscheidenden Mitglieds einen Nachfolger ernennen. Diese Ernennung ist von der Mitgliederversammlung zu bestätigen.

§ 13 Treffen und Beschlüsse des Vorstands

- (1) Der Vorstand trifft seine Beschlüsse im Rahmen von Treffen, die von dem Vorsitzenden oder aber – ist dieser verhindert – von dem stellvertretenden Vorsitzenden einzuberufen sind. Die Tagesordnung muss nicht bekannt gegeben werden. Bei der Einberufung der Treffen ist eine Mitteilungsfrist von zwei Wochen einzuhalten.
- (2) Der Vorstand ist beschlussfähig, wenn mindestens die Hälfte seiner Mitglieder anwesend sind, davon mindestens zwei Mitglieder gemäß § 26 BGB. Die Beschlussfassung erfolgt mit der Mehrheit aller gültigen abgegebenen Stimmen, wobei im Falle einer Stimmgleichheit der Vorstandsvorsitzende und bei dessen Abwesenheit der stellvertretende Vorsitzende die ausschlaggebende Stimme besitzt.
- (3) Der Vorstand kann Beschlüsse im Umlaufverfahren verabschieden. Dies darf auch mit Hilfe eines elektronischen Wahlsystems stattfinden.
- (4) Der Executive Direktor protokolliert die vom Vorstand verabschiedeten Beschlüsse, sofern nicht anderweitig vom Vorstandsvorsitzenden festgelegt. Dieses Protokoll gilt als genehmigt, wenn nicht innerhalb von vier Wochen nach seinem Versand schriftlich Widerspruch dagegen erhoben wird.
- (5) Die Teilnahme und Abstimmung bei einem Vorstandstreffen per Video-/Telefonkonferenz ist zulässig.

§ 14 Mitgliederversammlung

- (1) Jedes Mitglied im Sinne von § 4 besitzt eine Stimme in der Mitgliederversammlung.
- (2) Die Mitgliederversammlung ist für folgende Angelegenheiten verantwortlich:
 - a. Genehmigung des Budgets, das von dem Vorstand für das folgende Geschäftsjahr aufgestellt wurde;
 - b. Annahme des vom Vorstand zu erstellenden Jahresberichts; Entlastung des Vorstands für das vergangene Geschäftsjahr;
 - c. Festlegung der Mitgliedsbeiträge (§ 7) bzw. Verabschiedung und Änderung einer Beitragsordnung;
 - d. Ernennung und Abberufung der Vorstandsmitglieder;
 - e. Festlegung der Geschäftsordnung;
 - f. Verabschiedung von Beschlüssen zur Änderung der Satzung und Auflösung des Vereins.

§ 15 Einberufung der Mitgliederversammlung

- (1) Eine ordentliche Mitgliederversammlung ist mindestens einmal jährlich abzuhalten, wobei die Teilnahme aller Mitglieder erwartet wird. Die Versammlung ist von dem Vorstandsvorsitzenden oder durch den stellvertretenden Vorsitzenden mindestens zwei Monate zuvor in Textform und unter Angabe der Tagesordnung einzuberufen. Die Einberufungsfrist beginnt am Tag nach Versand der Einladung zur Mitgliederversammlung. Das Einladungsschreiben gilt als von einem Mitglied erhalten, wenn es an die Adresse versandt wird, die dem Verein von diesem Mitglied zuletzt in Textform mitgeteilt wurde.
- (2) Alle Mitglieder können dem Vorstand Tagesordnungspunkte zur Behandlung bei der Versammlung vorlegen, indem sie ihren Vorschlag mindestens eine Woche vor dem Termin der Mitgliederversammlung schriftlich einreichen. Der Vorstandsvorsitzende informiert die Mitgliederversammlung zu Beginn der Versammlung über alle sich ergebenden Änderungen der Tagesordnung. Über Vorschläge zur Änderung der Tagesordnung, die bei der Mitgliederversammlung gemacht werden, entscheidet die Mitgliederversammlung.

- (3) Die Mitgliederversammlung kann auch virtuell durchgeführt werden, was in der Einladung entsprechend mitzuteilen ist.

§ 16 Außerordentliche Mitgliederversammlungen

- (1) Eine außerordentliche Mitgliederversammlung ist von dem Vorstandsvorsitzenden oder durch den stellvertretenden Vorsitzenden wann immer dies als im Interesse des Vereins erforderlich erachtet wird oder aber schriftlich von einem Viertel der Mitglieder gewünscht wird, unter Angabe des Zwecks und ihrer Gründe für diesen Wunsch. Es gilt eine Ladungsfrist von mindestens 14 Tagen ab dem Datum der (auch elektronischen) Versendung.
- (2) Für die außerordentliche Mitgliederversammlung gilt §15 (3) entsprechend.

§ 17 Beschlussfassung der Mitgliederversammlung

- (1) Der Vorstandsvorsitzende und bei dessen Abwesenheit der stellvertretende Vorsitzende leiten die Mitgliederversammlung. Sollte kein Vorstandsmitglied anwesend sein, so ernennt die Mitgliederversammlung ihren Versammlungsleiter. Bei Wahlen kann ein Wahlausschuss von der Mitgliederversammlung gewählt werden, der während der Stimmabgabe und der vorherigen Diskussion die Versammlung leitet.
- (2) Die Abstimmungsweise wird von dem Leiter der Mitgliederversammlung festgelegt. Die Abstimmung erfolgt durch schriftliche Wahl, wenn dies von einem Drittel der anwesenden Mitglieder gewünscht wird.
- (3) Die Mitgliederversammlung ist beschlussfähig, wenn ordentlich eingeladen wurde.
- (4) Die Mitgliederversammlung verabschiedet ihre Beschlüsse normalerweise mit der einfachen Mehrheit der gültigen abgegebenen Stimmen. Stimmenthaltungen werden als ungültige Stimmen gezählt. Allerdings bedürfen Änderungen der Vereinssatzung einer drei Viertel-Mehrheit der gültigen abgegebenen Stimmen und drei Viertel von Nonprofit-Organisationen. Die Auflösung des Vereins erfordert eine Mehrheit von neun Zehnteln der gültigen abgegebenen Stimmen.
- (5) Bei der Wahl ist der Kandidat gewählt, der mehr als die Hälfte der gültigen abgegebenen Stimmen erhält. Erhält kein Kandidat mehr als die Hälfte der gültigen abgegebenen Stimmen, so ist zwischen den zwei Kandidaten, die die meisten Stimmen erhalten haben, eine Stichwahl durchzuführen. Gewählt ist der Kandidat, der in der Stichwahl die meisten Stimmen erhält. Bei Stimmgleichheit ist die Entscheidung durch Los zu fällen, welches von dem Versammlungsleiter gezogen wird.
- (6) Über alle von der Mitgliederversammlung verabschiedeten Beschlüsse ist ein Protokoll zu fertigen und von dem Executive Direktor sowie dem Vorstandsvorsitzenden des Vereins zu unterzeichnen. Dieses Protokoll gilt als genehmigt, sofern nicht innerhalb von vier Wochen nach seinem Versand schriftlich Widerspruch dagegen erhoben wird.
- (7) Zur Wahl darf ein elektronisches Wahlsystem eingesetzt werden.

§ 18 Geistiges Eigentum

Jedes geistige Eigentum von DataCite und sämtliche Entwicklungen, die von einem Mitglied zu einer Entwicklung von DataCite beigetragen werden, sind OpenSource und durch eine Public Access License zur Verfügung zu stellen.

§ 19 Auflösung des Vereins

- (1) Ein Beschluss zur Auflösung des Vereins kann nur im Rahmen einer Mitgliederversammlung mit einer Mehrheit von 90% der gültigen abgegebenen Stimmen verabschiedet werden (vgl. § 17 (4)).

- (2) Wird der Verein aufgelöst, so werden angemessene Maßnahmen in dem Bemühen ergriffen, die Auflösung der von DataCite registrierten DOI-Namen zu erhalten. Dazu kann ein Gesuch an die IDF zählen, mindestens jedoch die Schritte, die aufgrund der Vertragsbeziehung zu IDF ggf. erforderlich sind.
- (3) Sofern nicht anderweitig durch einen Beschluss der Mitgliederversammlung festgelegt, handeln der Vorstandsvorsitzende und der stellvertretende Vorsitzende als gemeinsam vertretungsberechtigte Liquidatoren (Gesamtvertretung).
- (4) Bei Auflösung des Vereins oder bei Wegfall steuerbegünstigter Zwecke fällt das Vermögen des Vereins an die Deutsche Forschungsgemeinschaft e.V., Bonn, die es unmittelbar und ausschließlich für gemeinnützige Zwecke zu verwenden hat.
- (5) Die vorstehenden Bestimmungen gelten entsprechend, wenn der Verein aus anderen Gründen aufgelöst wird oder seine Rechtsfähigkeit verliert.

ANNEX B - DataCite Privacy Policy

DATA CITE - PRIVACY POLICY

PRIVACY POLICY

Your privacy is of critical importance to us, so at DataCite we have a few fundamental principles related to privacy.

We don't ask for personal information unless we truly need it.

We don't share personal information with anyone except to comply with the law, develop our products, or protect our rights.

We don't store personal information on our servers unless required for the on-going business operations.

If you find content on the DataCite's website, support site, or blog, that you believe violates our Privacy Policy, please contact us immediately at support@datacite.org.

DataCite -- Website, Support Site, Blog, and Services

DataCite operates a website at <https://datacite.org/> (<https://datacite.org/>), a support site at <https://support.datacite.org/> (<https://support.datacite.org/>), blog at <https://blog.datacite.org/> (<https://blog.datacite.org/>), Fabrica, a DOI service, at <https://doi.datacite.org/> (<https://doi.datacite.org/>) and a Help Desk at support@datacite.org (<mailto:support@datacite.org>). It is DataCite's policy to respect your privacy regarding any information we may collect while operating these sites and services. If you have questions about deleting or correcting any personal data you find on our please contact our support team (<mailto:support@datacite.org>).

Site Visitors

Like most site operators, DataCite collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. DataCite's purpose in collecting non-personally identifying information is to better understand how DataCite's visitors use its sites.

General Treatment of Personally-Identifying Information

Certain visitors to DataCite's sites can choose to interact with DataCite in ways that require DataCite to gather personally-identifying information. The amount and type of information that DataCite gathers depends on the nature of the interaction.

For example, we ask visitors who send a message to our Help Desk (mailto:support@datacite.org), requesting assistance, to provide an email address. Those who engage in transactions with DataCite – by becoming a member and using our DOI services, for example – are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, DataCite collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with DataCite. DataCite does not disclose personally-identifying information other than as described in the *Protection of Information* section below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain activities.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. DataCite uses cookies to help DataCite identify and track visitors, their usage of DataCite's sites.

DataCite visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using DataCite's sites, with the drawback that certain features of DataCite's sites may not function properly without the aid of cookies.

DataCite Members

If you become a member of DataCite, we ask for contact information (name and email and billing address) to fulfill our business obligations -- contacts include service, technical, voting, and billing contacts. The service contact receives general information about service status and new services. The technical contact is notified of service changes and infrastructure outages. The voting contact receives information pertaining to DataCite's governance duties; board elections, statute changes, and budget approval. The billing contact receives annual invoices for membership and DOI service fees. We log membership contact and billing information to our Customer Relationship Management (CRM) system, Salesforce. Salesforce fully complies (<https://www.salesforce.com/eu/campaign/gdpr/>) with current privacy regulations.

Depending on the type of DataCite services used, your organization contact may receive, notifications about training sessions, webinars, product testing, or news that will impact the use of DataCite services. Individuals may remove themselves from mailings by following the unsubscribe link provided in every DataCite email.

Fabrica

Fabrica is DataCite's service used by DataCite members to create and assign DOIs and associated metadata. The service relies on cookies for use. Fabrica is not a public facing service and those using Fabrica must have an account. Fabrica also collects information about users of the service, including names and emails. This information is used to administer the service.

Support Site

DataCite maintains a support site (<https://support.datacite.org/>) to help the DataCite community understand and use our services. All of DataCite's support content is on readme.io platform. [readme.io](https://readme.com/gdpr) fully complies (<https://readme.com/gdpr>) with current privacy regulations.

DataCite's Metadata and Identifiers

As part of our services of registering DOIs, we also collect associated metadata. All of DataCite's metadata and Identifiers registered with DataCite are made available for reuse without restriction through our public APIs and search interfaces. We are open and transparent about the use of our identifiers and metadata.

DataCite also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users. DataCite only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described in the *Protection of Information* section below.

If you are a consumer of our metadata and identifiers and identify yourself in API queries using your account credentials, we will not store or use your email for any other purpose than technical troubleshooting and only if absolutely necessary. You may choose not to use your account credentials for API queries of public content, which won't identify you at all. More information can be found in our REST API documentation.

Using Datacite's Help Desk

If you send a message to our Help Desk (<mailto:support@datacite.org>) a "ticket" along with your email will be logged in our ticketing system, Frontapp. DataCite will not use contact information to resolve questions and any details provided during a support conversation are kept private. From time to time DataCite will add your email to an appropriate mailing list for additional information. Individuals may remove themselves from mailings by following the unsubscribe link provided in every DataCite email. Frontapp fully complies (<https://help.frontapp.com/t/m22vyb/is-front-compliant-with-gdpr>) with current privacy regulations.

Comments on DataCite's Blog

Readers of the DataCite's Blog (<https://blog.datacite.org/>) can submit comments on each post. DataCite uses a platform called Disqus (<https://disqus.com/>) to enable comments on our blog and you can control your privacy settings with a Disqus account.

Email Communications

DataCite uses email to communicate with DataCite members and users of our services. Email is either personal interaction or via Google Groups. DataCite sends a monthly newsletter and occasional service updates that we believe will be useful to individuals that subscribe to Google Groups. Individuals may remove themselves from mailings by following the unsubscribe link provided in every DataCite email. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law.

Aggregated Statistics

DataCite may collect statistics about the behavior of visitors to its website. For instance, DataCite may monitor the most popular pages, support articles, and blog posts on the sites. DataCite may display this information publicly or provide it to others. However, DataCite does not disclose personally-identifying information other than described in the *Protection of Information* section below.

Protection of Information

DataCite discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that

- i. need to know that information in order to process it on DataCite's behalf or to provide services available at DataCite's websites, and
- ii. have agreed to comply with current privacy regulations

DataCite will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, DataCite discloses potentially personally-identifying and personally-identifying information only in response to a court order or other governmental request, or when DataCite believes in good faith that disclosure is reasonably necessary to protect the property or rights of DataCite, third parties or the public at large.

If you are a member of DataCite and/or a user of DataCite services and have supplied your email address, and you would like to be removed please send us a request for removal to support@datacite.org (<mailto:support@datacite.org>). DataCite takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Privacy Policy Changes

The DataCite Privacy Policy goes into effect as of April 18, 2019. Although most changes are likely to be minor, DataCite may change its Privacy Policy from time to time, and at DataCite's sole discretion. DataCite encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

About DataCite

[What we do \(/mission.html\)](/mission.html)
[Governance \(/governance.html\)](/governance.html)
[Members \(/members.html\)](/members.html)
[Steering groups \(/steering.html\)](/steering.html)
[Staff \(/staff.html\)](/staff.html)
[Job opportunities \(/jobopportunities.html\)](/jobopportunities.html)

Services

[Assign DOIs \(/dois.html\)](/dois.html)
[Find data \(/search.html\)](/search.html)
[Event data \(/eventdata.html\)](/eventdata.html)
[Profiles \(/profiles.html\)](/profiles.html)
[re3data \(/re3data.html\)](/re3data.html)
[Citation formatter \(/citation.html\)](/citation.html)
[Statistics \(/stats.html\)](/stats.html)
[Service status \(/service.html\)](/service.html)
[Content negotiation \(/content.html\)](/content.html)
[OAI-PMH \(/oaipmh.html\)](/oaipmh.html)
[Test environment \(/test.html\)](/test.html)

Resources

[Metadata schema \(https://schema.datacite.org\)](https://schema.datacite.org)
[Support \(https://support.datacite.org\)](https://support.datacite.org)
[Fee Model \(/feemodel.html\)](/feemodel.html)

Community

[Members \(/members.html\)](/members.html)
[Partners \(/partners.html\)](/partners.html)
[Steering groups \(/steering.html\)](/steering.html)
[Roadmap \(/roadmap.html\)](/roadmap.html)
[User Stories \(/user-stories.html\)](/user-stories.html)
[Events \(/events.html\)](/events.html)

Contact us



support@datacite.org (<mailto:support@datacite.org>)



[Blog \(https://blog.datacite.org\)](https://blog.datacite.org)



[@datacite \(https://twitter.com/datacite\)](https://twitter.com/datacite)



[Linkedin \(https://www.linkedin.com/company/datacite\)](https://www.linkedin.com/company/datacite)

(<https://www.linkedin.com/company/datacite>)

[Terms and conditions \(/terms.html\)](#)

[Privacy policy \(/privacy.html\)](#)

[Acknowledgements \(/acknowledgments.html\)](#)

ANNEX C - DataCite Fee Model

DATA CITE - FEE MODEL 2020

MEMBERSHIP FEES

DataCite's strength is rooted in its active membership. Our global community of like-minded Members includes data centers, libraries, government agencies, research institutions and more. Members are the voting body of the organization and establish our vision and strategy, set our fee structure, and vote or stand for our Executive Board. Membership is open to all organizations that share our research sharing mission. Membership fees support DataCite's goal of making all research outputs a critical component of the research landscape.

Annual Membership Fee: 2000 euros

DOI SERVICE FEES

DataCite's DOI Services are available to Members for an additional service fee. Our robust infrastructure provides a simple and effective method of DOI creation and management thereby enabling discovery, access, sharing, tracking, and citation. DataCite's user-facing services -- indexed content, help-desk, support site, and a metadata schema -- support a range of diverse content types (data, text, images, software, workflows, and more).

DOI Service Fees for Non-profit Organizations

Each non-profit Direct Member or Consortium Organization that makes use of DOI registration services will pay an annual service fee. This fee consists of an Organization fee and tier based DOI registration fee:

Organization Fee

The organization fee is 500€. This fee includes all the repositories and prefixes needed by an organization to follow best practices.

DOI Fee

There are several tiers of for the number of new DOIs registered annually. The tiers accommodate different types of organizations and align with the cost impact supporting the DataCite infrastructure.

Tier	Annual DOI range	Organization Fee	DOI Fee	Annual service fee per organization
Tier 1	0 - 1,999	500€	Graded tier 0.80€ per DOI	500€ + 0.80€ per DOI
Tier 2	2,000 - 10,000	500€	1,600€	2,100€
Tier 3	10,001 - 100,000	500€	2,500€	3,000€
Tier 4	100,001 - 250,000	500€	3,500€	4,000€
Tier 5	250,001 - 1,000,000	500€	8,500€	9,000€

DOI Service Fees: Direct Member and Consortium Member

There are two different ways non-profit organizations can use DataCite's DOI services: 1) as a **Direct Member** or 2) as a **Consortium Member**.

Direct Member

A Direct Member is an organization that works with one or more repositories within the same administrative structure as the Direct Member. Each Direct Member pays an annual membership fee of 2000€, the organization fee and the DOI fees based on the annual total number of new DOIs.

Consortium Member

A consortium is a group of like-minded organizations that have come together to collectively participate in DataCite's community and governance activities and use DataCite's DOI services. A consortium is composed of two or more non-profit organizations that are under different administrative structures. Each consortium pays a single annual membership fee totaling 2000 euros – the membership fee is often split between organizations within the consortium. Each organization within the consortium pays the organization fee and the DOI fee. One organization within the consortium is designated the consortium lead and fulfills a range of responsibilities.

Consortium fee caps

In order to support growing consortia and the adoption within communities, the total consortium service fee (organization + DOI fee) is capped based on the number of organizations. The total cap is calculated based on the total number of organizations within the consortium:

- 5-30 orgs: 1.000 € multiplied by total number of organizations within the consortium
- 31-60 orgs: 700 € multiplied by total number of organizations within the consortium

- 61-100 orgs: 600 € multiplied by total number of organizations within the consortium
- 101+ orgs: 500 € multiplied by total number of organizations within the consortium

For-profit Organizations

DOI Service Fees are based on the total annual revenue of the organization. The "Start-up" category is for newly formed organizations and will be determined on a case-by-case basis.

Annual Revenue	Annual Fee
Start-up	1500€
<100,000,000€	5,000€
>100,000,000€	15,000€

Payment Methods and Billing Cycle

Payments can be made either via bank wire transfer, check or credit card.

DataCite invoices annually at the beginning of the year. Organizations that join DataCite during the calendar year will be charged pro-rated fees based on the month joined.

More information about changes to pricing here (<https://blog.datacite.org/the-new-datacite-membership-and-fees-model/>).

About DataCite

[What we do \(/mission.html\)](#)
[Governance \(/governance.html\)](#)
[Members \(/members.html\)](#)
[Steering groups \(/steering.html\)](#)
[Staff \(/staff.html\)](#)
[Job opportunities \(/jobopportunities.html\)](#)

Services

[Assign DOIs \(/dois.html\)](#)
[Find data \(/search.html\)](#)
[Event data \(/eventdata.html\)](#)
[Profiles \(/profiles.html\)](#)
[re3data \(/re3data.html\)](#)
[Citation formatter \(/citation.html\)](#)
[Statistics \(/stats.html\)](#)
[Service status \(/service.html\)](#)
[Content negotiation \(/content.html\)](#)
[OAI-PMH \(/oaipmh.html\)](#)
[Test environment \(/test.html\)](#)

Resources

[Metadata schema \(https://schema.datacite.org\)](https://schema.datacite.org)

[Support \(https://support.datacite.org\)](https://support.datacite.org)

[Fee Model \(/feemodel.html\)](/feemodel.html)

Community

[Members \(/members.html\)](/members.html)

[Partners \(/partners.html\)](/partners.html)

[Steering groups \(/steering.html\)](/steering.html)

[Roadmap \(/roadmap.html\)](/roadmap.html)

[User Stories \(/user-stories.html\)](/user-stories.html)

[Events \(/events.html\)](/events.html)

Contact us



support@datacite.org support@datacite.org



[Blog \(https://blog.datacite.org\)](https://blog.datacite.org)



[@datacite \(https://twitter.com/datacite\)](https://twitter.com/datacite)



[LinkedIn \(https://www.linkedin.com/company/datacite\)](https://www.linkedin.com/company/datacite)

[Terms and conditions \(/terms.html\)](/terms.html)

[Privacy policy \(/privacy.html\)](/privacy.html)

[Acknowledgements \(/acknowledgments.html\)](/acknowledgments.html)

Document Reference : 1ef8ed0c-6ed7-4a65-931f-0e18a85229a9
Document Title : TIB_ConsortiumAgreement_May15_2020
Document Region : Northern Virginia
Sender Name : Matthew Buys
Sender Email : matt.buys@datacite.org
Total Document Pages : 26
Secondary Security : Not Required
Participants

1. Matthew Buys (matt.buys@datacite.org)
2. Irina Sens (Irina.Sens@tib.eu)

CC

1. britta.dreyer@tib.eu

Document History

Timestamp	Description
05/15/2020 06:26AM UTC	Document sent by Matthew Buys (matt.buys@datacite.org).
05/15/2020 06:27AM UTC	Email sent to Matthew Buys (matt.buys@datacite.org).
05/15/2020 06:27AM UTC	Document viewed by Matthew Buys (matt.buys@datacite.org). 212.238.174.25 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_14_6) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/81.0.4044.138 Safari/537.36
05/15/2020 06:27AM UTC	Matthew Buys (matt.buys@datacite.org) has agreed to terms of service and to do business electronically with Matthew Buys (matt.buys@datacite.org). 212.238.174.25 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_14_6) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/81.0.4044.138 Safari/537.36
05/15/2020 06:27AM UTC	Signed by Matthew Buys (matt.buys@datacite.org). 212.238.174.25 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_14_6) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/81.0.4044.138 Safari/537.36
05/15/2020 06:28AM UTC	Email sent to Irina Sens (Irina.Sens@tib.eu).
05/18/2020 14:40PM UTC	Matthew Buys sent a reminder email to Irina Sens at Irina.Sens@tib.eu.
05/18/2020 14:42PM UTC	Document viewed by Irina Sens (Irina.Sens@tib.eu). 82.207.216.163 Mozilla/5.0 (Windows NT 10.0; Win64; x64; rv:76.0) Gecko/20100101 Firefox/76.0
05/18/2020 14:42PM UTC	Sender downloaded document.
05/19/2020 11:32AM UTC	Document viewed by Irina Sens (Irina.Sens@tib.eu). 194.95.157.158 Mozilla/5.0 (Windows NT 6.3; Win64; x64; rv:68.0) Gecko/20100101 Firefox/68.0
05/19/2020 11:33AM UTC	Sender downloaded document.
05/19/2020 11:38AM UTC	Irina Sens (Irina.Sens@tib.eu) has agreed to terms of service and to do business electronically with Matthew Buys (matt.buys@datacite.org). 194.95.157.158 Mozilla/5.0 (Windows NT 6.3; Win64; x64; rv:68.0) Gecko/20100101 Firefox/68.0

Document History

Timestamp	Description
05/19/2020 11:38AM UTC	Signed by Irina Sens (Irina.Sens@tib.eu). 194.95.157.158 Mozilla/5.0 (Windows NT 6.3; Win64; x64; rv:68.0) Gecko/20100101 Firefox/68.0
05/19/2020 11:38AM UTC	Document copy sent to Irina Sens (Irina.Sens@tib.eu).
05/19/2020 11:38AM UTC	Document copy sent to Matthew Buys (matt.buys@datacite.org).