

GESIS – Leibniz-Institute for the Social Sciences
da|ra Registration agency for social and economic data

da|ra Service Level Agreement

Service level agreement for DOI registration

IMPORTANT NOTE: This text shall be governed by and construed in accordance with the laws of Germany. The English version of this text serves only for information and is not part of this legal transaction. Therefore, in the event of any inconsistency between the German and the English version, only the German version shall apply.

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Purpose

Agreement for regulating the contractual relationship between GESIS–Leibniz-Institute for the Social Sciences as one of the operators of the registration agency da|ra and the signing Consortium Organization to enable DOI registrations of digital objects of the Consortium Organization. The da|ra Policy has been noted with approval in its present valid version, and it is part of this agreement. The effective da|ra Policy can be retrieved through the Internet presence of da|ra (currently www.da-ra.de).

Partners

Between

a)

GESIS–Leibniz-Institute for the Social Sciences, da|ra (Registration agency for social and economic data)
Quadrat B2,1
68159 Mannheim
represented by Prof. Dr. Christof Wolf, President of GESIS

(below named "da|ra ")

and

b)

Institute for Sociology of the Slovak Academy of Sciences
Slovak Archive of Social Data
Klemensova 19
813 64 Bratislava
Slovak Republic

represented by the Director Mgr. Ing. Miloslav Bahna, PhD

(below named "Consortium Organization ")

the following Service Level Agreement (SLA) is concluded, which replaces the SLA concluded between the partners on 9 September 2019.

Preliminary remark

- (1) DataCite provides the basic infrastructure on which the da|ra service is also based. As a contractual partner of DataCite, GESIS has formed the DARA Consortium as Consortium leader.
- (2) The operators of da|ra are GESIS and ZBW, which have concluded a cooperation agreement that regulates the respective areas of responsibility and rights and obligations of the two institutions concerning the joint operation of the service and the cooperation in the DARA Consortium vis-à-vis DataCite.
- (3) A prerequisite for this SLA's conclusion is the Consortium Organization's accession to the DARA Consortium under the DataCite Agreement's terms. To this end, the Consortium Organization has formally declared its accession to GESIS and, in this context, has also acknowledged the terms and conditions of the DataCite Agreement pertaining to the Consortium Organization.

§1 Description of services

- (1) da|ra offers a DOI registration service and an administrative metadata service for digital objects, in particular files with **research data** via the technical interface of DataCite (www.datacite.org).
- (2) This encompasses in detail:
 - a) the provision of the technical infrastructure for the allocation of DOI names to the objects and the registration at the International DOI Foundation (IDF)
 - b) provision of one or more DOI prefix
 - c) provision and development of the metadata schema
 - d) option for collecting and editing metadata
 - e) storage of the metadata and transmission to the Metadata Store of DataCite
 - f) support and control of the DOI registration process
- (3) The allocation of DOI names to the objects is carried out automatically after successfully transmitting the metadata to the da|ra information system. da|ra provides a metadata schema, which has been aligned with DataCite, and several alternatives to acquire the required metadata. The effective metadata schema is retrievable through the Internet presence of da|ra (currently www.da-ra.de).
- (4) The Consortium Organization uses for DOI registration the web service, XML upload, and/or the web-based entry mask provided by da|ra.
- (5) da|ra arranges access to the registration service for the Consortium Organization via a specified user account.
- (6) Should technical problems with the registration service operation occur, da|ra will inform the Consortium Organization within one workday after it becomes known. If it is foreseeable that server operations must be interrupted, da|ra will notify the Consortium Organization about it at least five workdays before the necessary interruption occurs.
- (7) da|ra generally arranges for a daily backup at a second server to warrant the data integrity.

§2 DOI naming and granularity

(1) The Consortium Organization registers objects/research data on the following levels:

- data set, i. e. one DOI name is linked with one dataset of a certain study
- study/collection, i. e. one DOI name can be linked with more than one data set.

The Consortium Organization registers DOIs in the expected scope of

- a. 0 – 100 DOIs/year
- b. 101 – 1,999 DOIs/year (Tier1)
- c. 2,000 – 10,000 DOIs/year (Tier 2)

Changes to the scope (change from category a-c) must be notified to da|ra in writing up to one month before the end of the current calendar year. If the volume exceeds 10,000 DOIs/year, separate arrangements must be made with da|ra regarding any cost-sharing.

The Consortium Organization receives the DOI-prefix "10.34877".

(2) The suffixes can be freely chosen by the Consortium Organization, subject to the following conditions:

- a) Use of the approved characters (<https://www.da-ra.de/downloads>)
 - b) Uniqueness within a prefix.
- Alternatively, the suffixes are automatically generated by da|ra.

§3 Technical interfaces and workflow

- (1) After the conclusion of the SLA, the Consortium Organization receives login rights for access to the internal domain of the da|ra website (currently www.da-ra.de).
- (2) The Consortium Organization transfers per object a validated set of metadata (according to the effective metadata schema) using the XML upload service, the web service, a DataCite plugin, or the web-based entry mask, which can be accessed through the internal domain of the da|ra website. The metadata may contain a proposal for the DOI name ("DOI Proposal"), under consideration of §2, paragraph (3). In case the Consortium Organization does not provide a DOI proposal, the DOI name will be generated by da|ra automatically. The metadata of an object can be edited and updated by the Consortium Organization at any time, regardless of the registration status.
- (3) da|ra registers the DOI name with recourse to the technical system of DataCite, the International DOI Foundation, and the Handle System.
- (4) da|ra creates a log entry for the registration procedure of the DOI name.

§4 Metadata provision and updates

- (1) Following the da|ra Policy, the Consortium Organization is responsible for the quality, correctness, and timeliness of the submitted metadata. As a minimum requirement for a successful DOI registration, the consortium organization must ensure the transmission of the mandatory information according to the da|ra metadata schema in its currently valid version. Additional metadata recommended by da|ra will be included for submission whenever possible.
- (2) The consortium organization will ensure that each DOI resolves to a web page (the so-called 'landing page') containing at least the following information: DOI, bibliographic information, and a link to the actual content or the indication of the access conditions. Changes to the landing page URL of a registered object must be updated in the da|ra system within **three working days**.
- (3) In case an object is no longer accessible, the consortium organization will provide a 'Tombstone Page' with corresponding information (which includes at least the following information: DOI and bibliographic information), and the metadata will be adjusted/updated accordingly.

§5 Warranty and liability

- (1) da|ra takes responsibility for providing the technical infrastructure for the DOI registration and the storage and search of the metadata stored in the system.
- (2) da|ra commits to the secure and long-term operation of the server. da|ra endeavors to fix malfunctions of the GESIS server or technical errors that result from the DOI registration and resolution and which occur within their sphere of influence as soon as possible.
- (3) da|ra assumes no responsibility for the undisturbed operation of the technical systems of DataCite, the IDF, the Handle System, and the Internet's availability. da|ra is not liable for claims which evolve from malfunctions of these services.
- (4) da|ra reserves the right to temporarily interrupt server operations due to urgent internal reasons and aims to minimize the downtime (at most three workdays running).
- (5) da|ra will not be obligated to verify if a third party's rights are violated through the DOI registration. The Consortium Organization ensures that all necessary rights for the registration are existent. In particular, da|ra is not liable for the legality of the object retrieval and accessibility.
- (6) The contracting partners are liable without limitation for claims through injury to life, body, or health against each other. Beyond that, the contracting parties are liable only for intent and gross negligence against each other. If an obligation is breached whose fulfillment is indispensable for the proper execution of the contract and whose observance the contracting party may regularly rely (essential obligation), the partners are also liable for slight negligence.
However, in case of slight negligence, the liability for breaching an essential obligation is limited to the damage that may be typically expected during this agreement's execution.

§6 Regulation of use

- (1) The Consortium Organization includes the information about the DOI name in their recommended citation standard and publishes this recommendation clearly visible to the user.
- (2) All metadata and identifiers registered with da|ra are made available for unrestricted reuse via (but not limited to) public APIs and search interfaces, which improves the content's findability. The Consortium Organization agrees that its metadata may be made publicly available by da|ra/DataCite under a public access license, such as a CC0 license.

§7 Cost model

- (1) The DOI registration is offered free of charge by da|ra for academic institutions within the scope of §2 paragraph (1). For more than 10,000 DOI registrations/year, separate arrangements must be made with da|ra about any cost-sharing.
- (2) da|ra reserves the right to adjust the cost model even for DOI registrations below a number of 10,000 DOIs and pass on to the Consortium Organization any costs incurred by da|ra for the DOI subscription. da|ra will announce this at least three months in advance. If the cost model is changed, this SLA may be terminated by the Consortium Organization with immediate effect.
In case of continuation of the SLA, the partners shall agree on the modalities of billing and payment (e.g., invoicing, due dates, billing periods) before the new cost model comes into effect.

§ 8 Data protection

- (1) Together with the further operating entity of da|ra, the partners are jointly responsible parties within the meaning of Art. 26 DSGVO. The division of responsibility is agreed as follows:
 - a) The partners are each responsible for the processing of personal data within the scope of their duties under this Service Level Agreement in accordance with the following provisions, in particular for compliance with the requirements of data protection law, the lawfulness of the processing, the information obligations, the protection of the rights of data subjects and the cooperation with the supervisory authorities.
 - b) Concerning the operation of the da|ra platform and the da|ra website, GESIS is responsible for the security of the processing (Art. 32 DSGVO), ensures the lawfulness of the processing, and is responsible for the information obligations.
 - c) GESIS assumes responsibility for its tasks in the context of the acquisition and support of the Consortium Organization acquired by it. GESIS is responsible in this respect for the security of the processing (Art. 32 DSGVO) and is responsible for the information obligations.
 - d) The Consortium Organization shall be responsible for the accuracy and lawfulness of processing the personal data provided by it under the SLA. During the term of the SLA, it is responsible for any necessary updates to the personal data and compliance with the data subject rights.
 - e) GESIS is the point of contact for data subjects regarding processing their personal data to safeguard data subject rights. The ZBW and the consortium organizations shall support GESIS in processing the inquiries if required.

- (2) Violations of the protection of personal data must be reported immediately and in full to the respective other party or the further operator of da|ra. GESIS shall handle the notification to its supervisory authority, and the ZBW and the consortium organizations shall support GESIS in this regard.
- (3) When using processors, the partners undertake to conclude a contract with them in accordance with Art. 28 DSGVO. The other partner must be informed before the contract is concluded.
- (4) If necessary, the partner and the respective other da|ra operator organization shall support each other in cooperating with the supervisory authorities.

§9 Notice of termination

- (1) This SLA comes into effect on the day of its signing and replaces the SLA concluded on 9 September 2019 concluded between the partners and is valid until 31 December of the signature year. Afterward, it is extended by one year at a time, unless one party gives notice of termination with a time limit of three months to the end of each calendar year.
- (2) This SLA shall terminate automatically if the Consortium Organization withdraws from the DARA Consortium without the need for a separate termination upon the end of its participation in the DARA Consortium.
- (3) According to the da|ra Policy, the Consortium Organization can continue to use the acquired prefix with the DOI registering via another DataCite member/Consortium after the notice of termination. DOI names already registered via da|ra are to be maintained further through the Consortium Organization. For this purpose, the options/settings available within the framework of DataCite may be used.
- (4) The right of termination for a good cause will remain unaffected by this. A reason for termination for a good cause is in particular existent,
 - if one of the partners materially breaches one of its essential obligations, or
 - if insolvency or receivership proceedings against one of the parties of this SLA are filed.

§10 Final provisions

- (1) Both partners name contact persons who coordinate the details of the execution of the services. For this purpose, a list will be compiled in appendix 1 of the SLA.
- (2) Variations and amendments to this SLA shall be in writing to be legally binding. This clause may only be amended by written agreement.
- (3) Appendix 1 is part of this SLA.
- (4) If clauses in this SLA are not feasible or implemented, the remaining clauses will continue to be valid and remain unaffected. These are to be interpreted, altered, or amended in such a manner that the spirit and purpose of this SLA is accomplished at best. This is also valid in case of omissions during the implementation of the SLA, which were not anticipated by the partners.
- (5) The place of fulfillment and jurisdiction for all claims concerning this SLA is Mannheim/Germany.
This SLA is subject to the law of the Federal Republic of Germany and is to be interpreted correspondingly.
- (6) This SLA shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

NOTE: This is an English version of the German language original agreement; in case of doubt, the German wording is authoritative.

Mannheim, 02 / 03 / 2021

Bratislava, 11.3. 2021

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Prof. Dr. Christof Wolf, President GESIS

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Mgr. Ing. Miloslav Bahna, PhD. Director
Consortium Organization

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Jost Henze, Administrative Director GESIS

Appendix 1

Contact and competence

a) da|ra

Contact for technical, administrative, and content issues concerning DOI registration with da|ra:

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b) Contacts for administrative and content issues concerning DOI registration with the Consortium Organization:

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