

# OpenAIRE Terms of Agreement for Content Providers

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**Summary** This document defines the terms of Agreement for Content Exchange between OpenAIRE and external content providers, in the following referred to as [ORGANIZATION]. In particular it defines the terms of the consent to reuse metadata and full-text (for Open Access publications) to generate richer metadata, in turn accessible to third-party under CC-BY 4.0 license.

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# 1. Rationale

## 1.1 OpenAIRE

OpenAIRE is the European Union initiative for an Open Access Infrastructure for Research in Europe (currently funded by EU-Horizon2020 Grant ID 777541 „OpenAIRE-Advance”) that aims to establish an open and sustainable scholarly communication infrastructure responsible for the overall management, analysis, manipulation, provision, monitoring and cross-linking of all research outcomes (publications, related datasets, software and services) across existing, planned and future repositories.

## 1.2 Objectives of the ToU

OpenAIRE harvests bibliographic metadata records and Open Access article full-texts from content providers so as to carry out text-mining techniques. OpenAIRE services will apply mining techniques to extract/infer links between research products, such as research data, research software, and other products, and between research products and research grants or communities. Information inferred from metadata and/or full texts will be used to enrich the original metadata record of the publication and made publicly available via the OpenAIRE portal, [www.openaire.eu](http://www.openaire.eu) and public APIs. The metadata collected are normalized to make them uniform to the OpenAIRE data model, and best efforts are undertaken to enrich the metadata.

The [ORGANIZATION] may request OpenAIRE not to collect the full text of Open Access publications.

## 1.3 Benefits for content providers

OpenAIRE increases the visibility of the [ORGANIZATIONS] and its publications by exposing metadata and URLs leading to the [ORGANIZATION]’s web site (provenance information). Moreover, OpenAIRE will provide the [ORGANIZATION] with APIs to access the enriched metadata. As an option the [ORGANIZATION] may benefit from the OpenAIRE Broker Service and be notified of relevant enrichments relative to its records.

# 2. Terms of Use

## 2.1 Consent for re-use

**Consent for re-use of metadata** By registering to OpenAIRE, the [ORGANIZATON]:

- Provides metadata records compliant to the OpenAIRE Guidelines (<https://guidelines.openaire.eu>)

- Allows OpenAIRE to **BULK DOWNLOAD** metadata records via at least one of the following protocols: OAI-PMH, FTP (and REST APIs if agreed with OpenAIRE)
- Allows OpenAIRE to **TRANSFORM** metadata records, if necessary, to make it uniform to the OpenAIRE data model;
- Allows OpenAIRE to **ENRICH** the metadata, using OpenAIRE's best efforts of deduplication, text-mining, and end-user feedback.
- Allows OpenAIRE to **PUBLISH** the harvested and transformed records, thus to provide public access to them as CC-BY International v.4.0 or subsequent without any restrictions on reuse in original and derivative forms by adhering to the attribution guidelines defined at <http://api.openaire.eu>.

**Consent for re-use of full texts:** By registering to OpenAIRE, the [ORGANIZATION]:

- Allows **BULK DOWNLOAD** of the full-text files of the publications whose access rights are Open Access (as described by the OpenAIRE guidelines) by means of at least one of the following means:
  - by providing links to the full text files in the record metadata and allowing OpenAIRE to download the files;
  - by allowing web crawling services to identify full text links on the publication landing page enabling OpenAIRE to download the files;
  - by access to an ftp-service (or similar) to download full text files;
- Allows OpenAIRE to **TEMPORARILY** store the full text files of publications in order to apply text mining techniques; OpenAIRE **WILL NOT** provide the full text files for public distribution, i.e. OpenAIRE users will have to download files from the original datasource, unless otherwise authorized by the [ORGANIZATION].
- Allows OpenAIRE to **PUBLISH** mining results, thus to store the results of mining and further processing in the OpenAIRE database and to provide public access to them as CC-BY International v.4.0 or subsequent without any restrictions on reuse in original and derivative forms, by adhering to the attribution guidelines defined at <http://api.openaire.eu>.
- The [ORGANIZATION] may request OpenAIRE not to collect the full text of Open Access publications.

## 2.2 Additional provisions ensuring quality of service

**OpenAIRE** OpenAIRE will ensure the following good practices are respected:

- *Datasource API care:* undertakes best efforts not to harm the accessibility of the [ORGANIZATION]'s datasource service by a proper crawling or download interval for subsequent requests;
- *Provenance:* undertakes best efforts to increase the visibility of the [ORGANIZATION] by enriching metadata records with the relative datasource information;

**[ORGANIZATION]** The [ORGANIZATION] will ensure the following good practices are respected:

- *Whitelisting OpenAIRE harvesting services:* agrees not to block the IP address range used by the OpenAIRE crawling and/or download service;

- *Data integrity*: informs OpenAIRE about changes of existing record identifiers (e.g. due to platform migrations or updates)

## 2.3 [ORGANIZATION]'s representations and warranties

- [ORGANIZATION] claims hereby that it conforms with OpenAIRE's Policies and Guidelines as available at <http://guidelines.openaire.eu> and warrants to maintain high level of conformance during the term of this agreement.
- [ORGANIZATION] represents and warrants that the use of the content from the [ORGANIZATION's] datasource does not infringe third-party rights.
- [ORGANIZATION] shall indemnify and hold OpenAIRE and users of OpenAIRE harmless from any third-party claims resulting from the use of the content.

## 2.4 Licensing the enriched metadata

- As mentioned above, OpenAIRE will enrich the metadata, add new information and links to it.
- This enriched metadata that OpenAIRE has created will be published and licensed under **Creative Commons BY** international current version (4.0) or any future higher version of such standard forms, where re-use is limited to the specific attribution guidelines defined at <http://api.openaire.eu>.
- In the case of termination of the agreement, OpenAIRE will take down all local copies made of [ORGANIZATION]'s data. Data downloaded from OpenAIRE, licensed under CC BY international v. 4.0 or subsequent, are not affected by the termination of the agreement.

## 2.5 Termination of agreement

The agreement will terminate when OpenAIRE or [ORGANIZATION] gives notice of termination to the other Party (including end of project or service), in which case a minimum notice of three months will be given.