Te Papa collections Application Programming Interface (API) Terms of Use

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About Te Papa's Collections API

The Te Papa API provides structured, machine readable access to metadata and digital media that describe Te Papa's collections. The collections span art, photography, social history, Taonga, Pacific, and zoological and botanical Sciences. The Collections API gives your system access to over 800,000 collection items. Over 140,000 items have images attached (a total of over 190,000 images - including over 90,000 images which may be freely downloaded). The API also includes information on the people, places, topics, and taxonomic classifications related to the collection items.

The API retrieves and stores a subset of information from Te Papa's Collection Information System, EMu (https://emu.axiell.com/). Not all collection items, media or data from EMu is available through the API due to cultural sensitivities, copyright, privacy, security or other collection and data management reasons.

The data quality across the collections varies significantly, as the collections go back over 150 years. We continue to work through both new collecting and cataloguing, and working through backlogs.

Te Papa uses three cataloguing tools to help describe our collections. The Art and Architecture Thesaurus (AAT) and the Thesaurus of Geographic Names (TGN) and Thesaurus for Graphic Materials. The AAT and TGN are owned by the J. Paul Getty Trust and are made available for use under the Open Data Commons Attribution Licence (ODC-By) 1.0. The Thesaurus for Graphic Materials is owned by the Library of Congress and is made available under a Creative Commons CC0 1.0 public domain dedication.

The API powers Te Papa's Collections Online https://collections.tepapa.govt.nz/. For more information about the collection data and Collections Online, see https://www.tepapa.govt.nz/discover-collections/collections-online/about-collections-online

For information on how to get started using the API, see https://github.com/te-papa/collections-api/wiki/Getting-started

Glossary:

In these terms of use, the following terms are defined as follows:

All Rights Reserved: The rights statement applied to images of works that are still under copyright or other moral or cultural rights, or have yet to be assessed. Images with this statement must not be copied, stored, modified or used commercially.

API key: a unique and confidential code allowing access to the Te Papa API.

Collection Item: The core of the API, Collection Items are acquired by Te Papa and accessioned into Te Papa collections. For more information about the collecting processes, see https://www.tepapa.govt.nz/about/collections.

Collections API: Application Programming Interfaces for the purpose of searching and retrieving the Metadata offered by Te Papa on data.tepapa.govt.nz.

Creative Commons BY Dedication: The licence used for access and reuse of Te Papa's collection metadata. This licence allows for the data to be used for any purpose. For further information see https://creativecommons.org/licenses/by/4.0/ In addition, Te Papa waives its right to be credited. See usage for more details.

Creative Commons BY ND NC copyright licence: The licence used for access and reuse of the collection images that are described with this statement must not be modified, or used commercially. https://creativecommons.org/licenses/by-nc-nd/4.0/

Guest key: a shared API key to be used temporarily to assess the API without signing up for a unique, user assigned key.

Implementation: a service developed by the User, using the Te Papa API.

Media: Digital images or other digital media linked to from the API data.

Metadata: the descriptive data that identifies and describes Te Papa's collection items (Object or Specimen), and information about people (Agents), Places, categories (Concepts), Taxonomies, Field Collection, Topics and Media, and the relationships between those entities.

No known Copyright restrictions: This statement is applied to images where Te Papa has undertaken assessment of the copyright, and to the best of Te Papa's knowledge, under New Zealand law, there is no copyright or other intellectual property rights in these images in New Zealand; and they may be copied and otherwise re-used in New Zealand without copyright or other intellectual property right related restriction. Te Papa will not be liable to you, on any legal basis (including negligence), for any loss or damage you suffer through your use of this material, except in those cases where the law does not allow us to exclude or limit our liability to you. As such the images may be used for any purpose.

Te Papa: The Museum of New Zealand Te Papa Tongarewa, the entity formed by the Museum of New Zealand Te Papa Tongarewa Act 1992.

You: The holder and user of the API key (Guest key or Assigned Key).

For definitions of data structure, see: https://data.tepapa.govt.nz/docs/.

Best Practice

Although not formally part of the terms and conditions, Te Papa requests that you do the following in your use of the API:

- Images of taonga (Māori treasures) and images of tūpuna (Māori ancestors) are of significant cultural importance to iwi (tribes). Te Papa requests that these images and associated information be used is a respectful manner. For guidance see https://www.iponz.govt.nz/about-ip/maori-ip/concepts-to-understand/ or for advice contact collections.api@tepapa.govt.nz.
- When displaying images from Te Papa collection please also display the data from Caption field alongside the image, and where possible include the link back to the collection items page at collections.tepapa.govt.nz.
- Contact Te Papa with any concern you have over copyright or cultural at collections.api@tepapa.govt.nz.
- You are encouraged to provide feedback about your experience of using the API so that we can work to improve the service. Contact collections.api@tepapa.govt.nz

Terms of Use
General

1. You may not use the Te Papa logo on your website or product without the specific written permission of Te Papa.
2. You may not use the phrases "tepapa", "tepapatongarewa," or "monz" in the hostname of your website or application.
3. You must not violate or attempt to violate the security of the API or the Te Papa websites.
4. You understand and agree that Te Papa will not provide any technical support services in connection with any use of the API. Though we will strive for high quality service, Te Papa cannot guarantee availability of the API service.
5. The Te Papa reserves the right to extend or alter these terms and conditions at any time, by updating this page.
6. From time-to-time we may need to contact you regarding the Collection API
7. Te Papa is constantly updating the database. To ensure you are using the most accurate data, you should not cache or store any content returned by the Te Papa API for more than four weeks.

Use of the API-key

8. Guest keys are available without signup. These keys are limited to 30 minutes. These keys are intended for short term use by you for evaluation purposes.
9. We offer Assigned Keys with no time limit, which are available at by request from data.tepapa.govt.nz/docs/. We request a Name, Organisation and email as part of assigning a key so we can better understand the users and use cases of the

Collections API. This better understanding will help us share the stories of impact of access to our collections, and better prioritise development investment and digitisation. We will not share the personally identifiable information with anyone else.

10. Te Papa will also log all uses of the Te Papa API by you for the purpose of monitoring service load and for the purpose of analysing and improving the Te Papa API. We will keep personally identifiable part of this information (API key, Email Addresses, First Name, Last Name, Company Name, IP address) for 38 months, after which it will be anonymised.

11. We will not share any personally identifiable information outside Te Papa with you permission.

12. Assigned API-keys are confidential and are for use by you (and your organisation) only and may not be shared with third parties unless with express agreement from Te Papa.

13. An API key applies to a single Implementation. You need to create a separate API-key for every new Implementation.

14. You will not use the Te Papa content or the Te Papa API service for any illegal or defamatory purpose of any nature. You will not use the API service to juxtapose Te Papa content with any illegal or defamatory material of any nature.

Provision of the Collections API

15. Te Papa may limit the number of transactions the User may send or receive through the Te Papa API. Such a limit may be set by Te Papa at any time to ensure even performance of the Te Papa API to all Users.

16. Due to development or maintenance, there may be times where the API is not available. We do not offer any guarantee of uptime. In the event of planned downtime, we will endeavour to let API key holders know, though again we cannot guarantee this.

17. As funding and prioritisation allows, Te Papa will upgrade the Collections API by adding new features. Te Papa will give notice of updates to you at your supplied email address on a timely basis and will attempt to keep new versions of the Te Papa API backwards-compatible. However, Te Papa does not guarantee that your implementations will continue to function after an upgrade.

Use of Metadata and Media

18. The Metadata and Media in the Collections API is constantly evolving and being updated. As such, over time the same API call may give different results.

19. All Metadata exposed through the Te Papa API are published under the terms of the Creative Commons CC-BY 4.0 Dedication and can be re-used for any purpose. In addition, Te Papa waives its right to be credited.

20. If you publish, distribute or otherwise disseminate the metadata to the public without adapting it, the following attribution to Te Papa is preferred but not mandatory: "Source: Information and media supplied and licensed for reuse by Museum of New

Zealand Te Papa Tongarewa (collections.tepapa.govt.nz) under the CC BY 4.0 International licence. https://creativecommons.org/licenses/by/4.0/"

21. If you adapt the metadata in any way or include it in a collection, and publish, distribute or otherwise disseminate that adaptation or collection to the public, the following attribution to Te Papa preferred but not mandatory: 'This [work/product/application/etc] uses data sourced from Museum of New Zealand Te Papa Tongarewa.'

22. For guidance on attribution of this dataset please see: clause 34 to 39 in the New Zealand Government Open Access and Licensing advice on attribution requirements for datasets https://www.ict.govt.nz/guidance-and-resources/open-government/new-zealand-government-open-access-and-licensing-nzgoal-framework/nzgoal2/#attribution

23. The Te Papa Collection API makes images available under licences according to their legal, moral and cultural status. You will check the rights metadata component of each collection item and comply with the rights statements in the use of the Media. For Media where hasRepresentation:Type is "ImageObject" and:
    a. hasRepresentation:rights:title of "All Rights Reserved"; you will not copy, modify, or use for commercial purposes. You will provide access to these images in your product by using the link returned via the Te Papa Collection API, rather than a stored copy. You will only display these images up to 1000 pixels in the longest dimensions.
    b. hasRepresentation:rights:title of "Creative Commons BY-NC-ND"; you will not modify, or use for commercial purposes. You may copy and store these images.
    c. hasRepresentation:rights:title rights of "No Known Copyright Restrictions", you may use the image however you like. Please consider the Best Practice recommendations above
    d. has no hasRepresentation:rights:title data, you will treat these images as having All Rights Reserved statement.

24. No Modification or creation of Derivatives for "All Rights Reserved" and "Creative Commons BY-NC-ND" Media: These images must be reproduced in full with no cropping into, overprinting, or remixing of the image. Where an image zooming tool is used and a detail of the image is shown, a full image must also be shown / displayed at some point during the zooming experience.

25. For other types of Media (for example YouTube embeds) you will treat this media as having All Rights Reserved statement, unless otherwise explicitly stated.

26. For commercial use of images with "All Rights Reserved", or "CC BY-NC-ND" contact Te Papa's Media Sales and Licencing Department. https://www.tepapa.govt.nz/about/media-sales-and-licensing.

Liability Disclaimer

27. Te Papa does not guarantee the accuracy or completeness of the Metadata, or Media.

28. Except to the extent required by applicable law, in no event will Te Papa be liable on any legal theory for any special, incidental, consequential, punitive or exemplary

damages arising out the use of Metadata or Media. In particular, it will not be liable for the following:

a. accuracy, completeness, etc. of the Metadata or Media;
b. any infringement of privacy, publicity, copyrights or other rights, including infringement of copyrights to Metadata or Media made available through the Te Papa API under conditions that were not approved by the right holder;
c. any use by third parties that goes beyond the rights expressed in these terms of use.