Application program interfaces (API) Access Agreement ("Agreement")

This Agreement is made the _____ day of _____20_____

BETWEEN

The Tertiary Education Commission ("**TEC**", "**we**", "**our**", "**us**")

AND

Name:_____

Address:_____

_____

("**you**", "**your**")

Introduction

1.   The careers.govt.nz website is hosted by us.

2.   We have received an application from you to use the content from the job profile section of the careers.govt.nz website, which includes information about more than 400 careers ("**TEC Content**"), through an application program interface ("**API**") owned by us.

3.   By signing this Agreement you agree to be bound by the terms and conditions in this Agreement and the privacy statement on our website when accessing and using the API and the TEC Content.

Terms and conditions

4.   As a registered user of our API, you:

   (a)   acknowledge that:

      (i)   we have granted you a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use the TEC Content; and

      (ii)   we have not transferred any ownership rights in the TEC Content to you, and we reserve all rights not expressly granted;

   (b)   must ensure that all TEC Content has an acknowledgement that the TEC or careers.govt.nz is the source of the information;

   (c)   must only use the information for the purpose stated in your application;

   (d)   agree that we may audit your use of the API and the TEC Content;

   (e)   must provide us with the information we may request relating to your use of the TEC Content and the API;

   (f)   must ensure that you have the correct hardware and software required for the API, and update that hardware and software as required;

   (g)   must notify us immediately if you become aware that:

      (i)   a third-party, not specified in your application, has obtained access to the TEC Content or the API through your systems;

      (ii)   the TEC Content is being used for a purpose not stated in your original application; or

      (iii)   you have breached any of the conditions outlined in this Agreement; and

  (h)   must use your best endeavours to ensure that no destructive code is transmitted to our internal systems and networks, in accordance with best industry standards;

5.   You must not:

  (a)   use the TEC Content in a manner that breaches any laws or legally binding codes;

  (b)   associate the TEC Content with any content that:

      (i)   breaches any laws or legally binding codes;

      (ii)   is libellous or defamatory of the TEC or any third-party;

      (iii)   is pornographic, obscene or brings the TEC into disrepute; or

      (iv)   breaches any third-party intellectual property rights or third-party privacy;

  (c)   engage in any illegal or offensive behaviour using the API or TEC Content;

  (d)   sell or distribute the TEC Content on a commercial basis;

  (e)   alter any material or use it in a misleading manner;

  (f)   reverse engineer, decompile or disassemble, modify, translate or make any derivative works of any part of the API;

  (g)   remove any copyright, trade mark, patent or other proprietary notices or otherwise breach any of our intellectual property rights;

  (h)   offer to provide the API to any other person in any way; or

  (i)   use the TEC Content or API in a manner that gives rise to any legal cause of action against us, you, or any third party.

6.   If we have reasonable grounds to believe that you have breached this Agreement, we may remove, suspend, amend, or delete our API, and ask you to return the TEC Content.

Disclaimer

7.   The use of the TEC Content is at your own risk.

8.   We do not guarantee that:

  (a)   the API will be continuously available or error-free;

  (b)   any defects in the API or the TEC Content will be corrected; and

  (c)   the TEC Content is accurate.

9.   You agree that we are not responsible, or liable in any way, for:

  (a)   faults which occur in your computer or communication equipment (including any software used or stored in them) or any part of the internet because you use the API incorrectly or due to any event beyond our reasonable control; and

(b) loss or damage to your systems or business as the result of any communication with, or data received from or through us, including as a result of the transmission of any destructive code.

EXECUTED this _____ day of _____ 20____

SIGNED for and on behalf of the Tertiary Education Commission

Signature:

SIGNED for and on behalf of:

by:

Signature:

Print name:

Email address:

Phone: