

## Culture24 and **Name of Partner**: partnership agreement

This document details the licensing terms and partnership agreement under which Culture24 will share data gathered from cultural venues and organisations with **Name of Partner**. The licence incorporates Culture24's general 'Data Sharing Terms and Conditions' plus a set of terms specific to this partnership.

Culture24 is happy to share their venue and events listings data with **Name of Partner** at no cost, providing the following licence terms are agreed and met. This represents a considerable level of support in kind.

### Partnership terms:

1. Culture24 is providing this data in good faith, on a non-commercial basis, with the clear proviso that it is to be displayed on the **name of partner's product** website/s and in **name of partner's product** -branded, mobile applications only, with the purpose of increasing public access to cultural information. Should **Name of Partner** wish to distribute the data to any 3rd party or wish to publish the data in print publications we would be happy to discuss an alternative licence with you.
2. Should **Name of Partner** require any technical, communications or editorial support in order to extract the data from Culture24's APIs or to tailor the data structure to specific requirements, Culture24 will quote the costs of such work and both partners will decide whether or not to proceed. Culture24 shall notify **Name of Partner** one month in advance of any change to its APIs.
3. **Name of Partner** acknowledges that Culture24, whilst making every effort to ensure all information provided is correct, cannot be held responsible for the quality and accuracy of the venue and listings data supplied. Ultimately individual cultural venues are responsible for the accuracy of their own records. A disclaimer notice to this effect must be included within the website terms and conditions.
4. Both **Name of Partner** and Culture24 may, where relevant, in cultural sector and press communications, promote the partnership between our two organisations and thus incentivise venues to supply and update their listings information, but each time subject to the specific written approval of both parties as to the nature and content of the communications/promotions.
5. **Name of Partner** agrees to supply Culture24 with relevant metrics on views of or engagement with the data supplied, for dissemination amongst the Culture24 arts and heritage venue network, in order to evaluate the partnership and encourage venue participation.
6. **Name of Partner** agrees to display any images provided as part of the data feed in the context of their venue or event information records only and to always display any credit/copyright information provided with the images. All images supplied remain the copyright of the original venue provider.
8. **Name of Partner** agrees to use reasonable efforts to signpost all cultural venues within Culture24's network to the Culture24 Direct Data Entry system (DDE) to update their venue/events and

exhibition data entries in order to minimise duplication of effort and confusion for venue staff and in order to support and not compete with the service provided by Culture24.

9. Both parties agree to review this agreement and data-sharing partnership **three/four months** into the agreement and negotiate an extension of the partnership if mutually agreeable.

10. If for any reason either **Name of Partner** or Culture24 wishes to end the partnership and data-sharing arrangement a minimum of two months' notice will be given. Every effort will be made to ensure such a situation would be handled with minimal disruption and in the best interests of both parties as far as possible.

### **General data sharing terms and conditions:**

Culture24 is a non-profit, publicly-funded organisation existing to support the cultural sector in reaching audiences online. Culture24 requires all data-consuming partners to agree the following set of terms before any data can be provided.

This document details the terms and conditions under which Culture24 makes data gathered from cultural venues and organisations available to the public and publishing partners via electronic feeds.

### **About Culture24**

Culture24 (formerly 24 Hour Museum) operates independently on a not-for-profit basis and receives government funding. Culture24 publishes a number of websites including [www.culture24.org.uk](http://www.culture24.org.uk), and supports others with technical infrastructure and data provision.

Culture24 is committed to furthering the cultural sector's digital agenda and helping to deliver better information on cultural opportunities to the public. Culture24 is a registered charity and is governed by a Board of Trustees.

### **How we gather data from providers**

Culture24 gathers information (hereafter referred to as 'data') from providers via an online, password-protected interface called 'Direct Data Entry' (DDE). 'Providers' in this context are cultural institutions and organisations such as museums, galleries, archives, libraries, heritage sites, science centres, stately homes and other cultural venues.

What data do we gather and offer for re-use and re-publication?

Culture24 uses its DDE system to collect different types of data from its providers. Data collected via DDE consists of the following:

- Location information
- Venue type
- Contact details (public enquiry numbers and email addresses)
- Facilities (e.g. café, shop, disabled access)

- Services (e.g. commercial hire available, library loan service)
- Websites (urls and descriptions)
- Collections (overviews and names of key exhibits)
- Exhibitions (temporary or permanent)
- Events
- Resources (both formal and informal e.g. online courses, bookable tours, loan boxes)
- Representative image/photograph of the venue, an event or a collection

Culture24 does not collect, aggregate or host any collection 'content' – ie catalogue records, object images, web resources and so on, only information and metadata describing that content and signposting users to its location, either online or offline.

### **Data Sharing**

By entering data into DDE, the provider, or individual acting on behalf of that provider, grants Culture24 full permission to openly publish and distribute all of that data in any way that it sees fit, in any context, in perpetuity. Culture24 pledges to do this appropriately and within the boundaries set out in this document.

Culture24 will automatically publish all data entered by providers into DDE onto its own websites as well as onto any partner sites that use its publishing system. Culture24 will also make all data available for reuse and re-publication via a range of electronic data feeds that will be managed and controlled by Culture24.

The explicit purpose of these data feeds is to allow the public and other publishers to build the data into their own services and systems beyond the Culture24 website.

The purpose of this data sharing activity is to make high quality information accessible to the largest number of people online.

If you are interested in taking advantage of the data feeds provided by Culture24, would like a full access key or have any other questions please contact Anra Kennedy - [anra@culture24.org.uk](mailto:anra@culture24.org.uk)

### **Administration costs and Licence fees**

Licenses are created and provided on a case-by-case basis and are dependent upon the technologies involved, the scale and depth of information being shared and the use to which the information will be put.

Generally, if data is being used 'as is' without any technical or content-focussed input from culture24 required, there is no charge.

Maintaining the Culture24 database and provider network is costly and time-consuming. Culture24 therefore reserves the right to charge either an administration or licensing fee for the aggregation and provision of data to any third party, should the third party require interventions beyond the standard data feeds and user support.

The terms of any licence will be agreed by Culture24 with all third parties based on:

- The scale and depth of the information being requested
- The level of input required to implement and administer the data-sharing arrangement
- The level of input required to maintain the collation, flow and validity of the requested information

### **Data sharing etiquette**

By making use of the Culture24 data feeds you the publisher agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) the Culture24 service or servers or networks connected to this service, or to disobey any requirements, procedures, policies or regulations of networks connected to this service; or provide any information to Culture24 that is false or misleading or that you do not have the right to disclose.

If you are at all unsure as to the suitability of any content you are uploading to DDE or extracting from our database then please contact Culture24 staff for advice: [dde@culture24.org.uk](mailto:dde@culture24.org.uk)

Culture24 accepts no responsibility for any data entered into DDE and thereafter withdrawn by a DDE provider that has already been incorporated into other third party services.

### **Whose responsibility is it to ensure data is accurate and up to date?**

The accuracy of data uploaded by providers is the sole responsibility of that provider. Culture24 accepts no responsibility for the accuracy of any data inputted by providers, including by individuals acting on behalf of the provider.

It is the sole responsibility of the provider to ensure that they hold the full copyright to any data entered into the Culture24 DDE system. This includes the use of all images uploaded to the system. By entering the data into the Culture24 DDE system, the provider assumes automatic responsibility for any copyright dispute arising from data entered by themselves or individuals acting on behalf of that provider.

### **Amendment of the Terms**

Culture24 reserves the right to amend these Terms from time to time at our sole discretion. If you have registered as a user of DDE or as a publisher accessing our data feeds, we shall notify you of any material changes to these Terms (and the effective date of such changes) by sending an email to the named contact we hold for your organisation.

**We hereby agree to uphold the terms of the partnership agreement as set out above.**

Date:

On behalf of **Name of Partner**

On behalf of Culture24

Name:

Name: Anra Kennedy

Position:

Position: Content & Partnerships Director

Signature:

Signature: