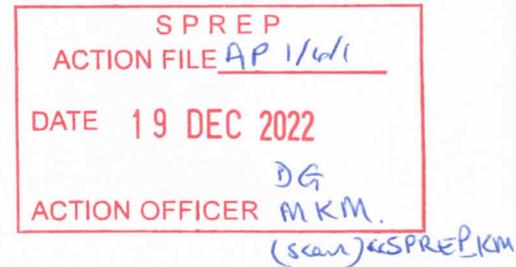


21/11/2022

Cnr Molesworth and Aitken Streets
PO Box 1467, Wellington 6140
natlib.govt.nz
dia.govt.nz

Dear Miraneta,



Signed MOU

Thank you for sending through the SPREP MOU.

Please find the signed MOU, for your reference.

Yours sincerely

On Behalf of Tim Kong
Director, Digital Experience,

Sandeep Girish,
Business Support Cordinator,
Office of the National Librarian

SPREP Registry

From: Miraneta Williams-Hazelman
Sent: Friday, 30 September 2022 3:29 PM
To: Taputukura Raea
Cc: Tim Kong; SPREP Registry
Subject: RE: DigitalPasifik and SPREP Virtual Library

Dear Taputu,

Thank you for sending your postal mail address.

Kindly note that we will be sending over to you two original copies of the MOU document via courier mail early next week.

Please sign both copies and send back to us one original and you keep the second original for your records.

Please send back to this address:

Miraneta Williams-Hazelman
P.O. Box 240
Apia
SAMOA
Phone: +685 21929

Faafetai tele lava.

Kind regards,
Miraneta

From: Taputukura Raea <Taputukura.Raea@dia.govt.nz>
Sent: Friday, 30 September 2022 11:09 AM
To: Miraneta Williams-Hazelman <miranetaw@sprep.org>
Cc: Tim Kong <Tim.Kong@dia.govt.nz>
Subject: RE: DigitalPasifik and SPREP Virtual Library

Talofa Mira,

Thanks for your perseverance! Awesome! looking forward to our partnership.

Address as follows:

Tim Kong
National Library
70 Molesworth Street
Thorndon
6011

Many thanks

Taputu

Taputukura Raea (she/her) | Engagement Manager – Pacific Virtual Museum



SPREP
Secretariat of the Pacific Regional
Environment Programme

MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING (MOU)

between

Pacific Virtual Museum (PVM)

and

The Secretariat of the Pacific Regional Environment Programme (SPREP)

(together, "the Parties")

PVM is a project funded by the Department of Foreign Affairs and Trade (DFAT) in Australia and is implemented by the National Library of New Zealand in collaboration with the National Library of Australia. The main purpose of the project is to make visible and accessible Pacific cultural heritage for the people in and of the Pacific.

SPREP is a regional, intergovernmental organisation comprising 26 members consisting of 21 Pacific Island Countries and Territories and five developed countries with direct interests in the Pacific region. The purposes of SPREP are to promote co-operation in the Pacific region and to provide assistance in order to protect and improve its environment and to ensure sustainable development for present and future generations.

Whereas SPREP and PVM have mutual interests in relation to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.

The Parties have reached the following understandings:

1. Objectives

1. The main objective of this Memorandum of Understanding (MOU) is to provide a framework of co-operation between SPREP and PVM.
2. Within this framework the Parties will consult in an effort to collaborate on the activities they identify as requiring implementation.
3. SPREP will collaborate with PVM on harvesting publicly available knowledge resources on the SPREP virtual library to the digitalpasifik.org platform to enhance the visibility of SPREP information and knowledge resources on environmental issues in the Pacific.
4. There is no financial cost to SPREP

2. Collaborative Activities

The Parties agree, to the extent possible, but without limitation, to:

1. Consult each other on policy matters of mutual concern.
2. Exchange information on developments and current activities in relation to the environment.
3. Extend to each other standing invitations to be represented by observers at appropriate meetings, including the annual SPREP Meeting and to co-sponsor relevant meetings.

PO Box 240, Apia, Samoa T +685 21929 F +685 20231 sprep@sprep.org www.sprep.org

A resilient Pacific environment sustaining our livelihoods and natural heritage in harmony with our cultures.



SPREP

Secretariat of the Pacific Regional
Environment Programme

4. Collaborate and support awareness-raising efforts in relation to the environment.
5. Collaborate on the implementation of global and regional priorities in relation to the environment.
6. Collaborate and support capacity-building initiatives relation to the environment.
7. SPREP to grant permission to the PVM to use SPREP metadata, so it can be displayed on the digitalpasifika.org website
8. The PVM to complete all the work of harvesting the metadata, as well as evaluating and testing how records are shown.
9. The PVM team will promote and share SPREP content via social media.
10. The PVM team are responsible for the management and maintenance of the digitalpasifk.org website.
11. SPREP is responsible for the publicly accessible metadata of our records.
12. Keep respective memberships informed of co-operative activities undertaken pursuant to this MOU.

3. Operational Provisions

1. This MOU constitutes an expression of a shared intention of the Parties to endeavour to develop foundations for achieving their shared objectives relating to the protection of the environment and developing and strengthening systems, institutions, organisations and individuals concerned with environmental protection in the Pacific region.
2. Each Party's actions under this MOU shall be considered to be that Party's sole and separate action for all purposes, including liability, and neither Party shall claim to be acting on behalf of, or as agent for, the other Party to this MOU.
3. Each Party will name and keep updated focal points to co-ordinate the cooperation called for in this MOU.
4. In executing this MOU, neither Party necessarily commits to any financial obligation in relation to activities to be carried out under this MOU.

4. Annexes

1. Annex 1 is the Partner Information PVM
2. Annex 2 is the PVM Content Partner Participation Letter
3. Annex 3 is the PVM Pilot Content Partner Metadata Contribution terms
4. The above annexes shall form an integral part of this MOU and, unless expressly provided otherwise, a reference to this MOU includes a reference to any such Annex.

5. Duration, entry into force, amendments and termination

1. The duration of this MOU shall be five years, renewable for such further period and as may be agreed between the Parties.
2. This MOU shall enter into force on the date the last Party signs.
3. This MOU may be amended by agreement in writing between the Parties.
4. Either Party may terminate this MOU by giving three months' written notice to the other.



SPREP

Secretariat of the Pacific Regional
Environment Programme

Mr. Sefanaia Nawadra
Director General - SPREP

Tim Kong
Programme Manager – PVM Pilot



<p>Proposed partnership between: Include name and contact of the proposed partner.</p>	<p>Pacific Virtual Museum (PVM) Transition Program Te Puna Mātauranga o Aotearoa PO Box 1467, Wellington 6011, New Zealand Aotearoa</p> <p>Tim Kong, Program Manager tim.kong@dia.govt.nz</p>
<p>1. Background/context: The Pacific Virtual Museum pilot project is funded by the Department of Foreign Affairs and Trade in Australia and implemented by the National Library of New Zealand and National Library of Australia. The aim of the project is to make visible and accessible Pacific cultural heritage for the people in and of the Pacific.</p>	
<p>a. Rationale and objective of the proposed partnership.</p>	<p>The objective of the partnership between digitalpasifik.org and SPREP, is to enable the metadata of SPREP's digitised and publicly accessible collections to be made viewable and accessible on the digitalpasifik.org website.</p>
<p>b. Information on the proposed partner.</p> <p>The proposed partner's vision, mission, objectives, values, and principles including level of capacity, expertise, reputation, and resources.</p>	<p>Digital Pasifika is a key part of the Pacific Virtual Museum pilot project, funded by the Department of Foreign Affairs and Trade in Australia, and implemented by the National Library of New Zealand, Te Puna Mātauranga in collaboration with the National Library of Australia.</p> <p>Aim: Their aim is to empower people in and of the Pacific Islands, enabling them to see, discover and explore items of digitised cultural heritage that are held in collections around the world. People of the Pacific may not be aware these items or records exist, and they want to support them as they connect with these aspects of their own culture and history.</p> <p>Key values of DigitalPasifika</p> <ul style="list-style-type: none"> ➤ Reciprocity <ul style="list-style-type: none"> ○ Foster reciprocal relationships between Pacific people and communities, and those institutions that hold items from the Pacific

- Sharing and Open Access
 - Share and showcase available Pacific collections and provide opportunities for Pacific people to share their own knowledge
- Collaboration and respectful consultations
 - Work collaboratively with Pacific communities and institutions that hold Pacific items, and ensure consultations are respectful
- Protection
 - Protect the rights of Pacific people, how their items are displayed or used, and work to ensure their contributions are acknowledged appropriately
- Future generations and sustainability
 - Preservation and protection of Pacific knowledge and culture, for the benefit of future generations
- Empower Pacific voices
 - Make space for and supporting voices of Pacific based institutions, communities and representatives.
- Acceptance of the Past and Recognition of History
 - Acceptance of how Pacific collections may have been acquired and honouring the legacy and lived experiences of all Pacific Island people.

Guiding Principles:

The following principles guide their conversations as they support those making requests as well as the content partners who hold the items/records. These principles are also underpinned by their values outlined above.

- Collection Integrity
 - The assessment of each review request via the digitalpasifik.org site should consider the material not individually and in isolation

but as part of a collection, that is held and curated by a content partner.

➤ De-referencing:

- De-referencing means to effectively prevent users who use digitalpasifika.org from seeing or gaining access to an item that is held by a content partner. The user will always be able to use the content partners own digital catalogue or website to view and access these items.

➤ Balancing Rights:

- Each request should be considered on a case-by-case basis weighing principles and purpose of the pilot project, the rights of Pacific people to access documentary and cultural heritage, and other cultural rights, whilst balancing them with the rights claimed in the request.

➤ Transparency:

- When it's possible the team will openly acknowledge the takedown or permanent or temporary restriction on access with a statement explaining the reasons for the takedown or restrictions. When it is possible the metadata for the affected content will remain to avoid loss of historical record.

➤ Amicable Solutions:

- Team is committed to resolving all requests swiftly and amicably. The team will make its best effort to provide temporary and permanent solutions in accordance with its technical capabilities.

➤ Metadata Changes and Corrections

- The team is committed to providing metadata and descriptive information that is accurate and updated.

➤ User Contribution:

- At a point in the future, the digitalpasifika.org site may provide spaces where users can participate online and contribute text, images and/or other content. At this point the terms and conditions of the website would be updated, and users made aware of those changes.

Staffing:

The Pacific Virtual Museum pilot teams are based at the National Library of New Zealand, Te Puna Mātauranga, in Wellington, Aotearoa. They are a small team that will expand as they need to support the site.

Beneath the surface, this site is powered by the award-winning [Digital New Zealand platform and technology](#), and they work alongside that team. This enables them to benefit greatly from their experiences and knowledge in this technology.

They connect regularly with colleagues at the National Library of Australia and their co-design group. They started as a team in January of 2020, and as Covid-19 and travel restrictions changed the global landscape, the vast majority of their engagement has been done using a number of online tools, across multiple time zones and locations. These tools have helped them share ideas about designs, test and gather feedback, work alongside our vendor at [Boost](#) and to hear contributions from many people to shape and deliver this website.

With support, guidance and direction from their [steering group](#), [co-design group](#), and key partners, they are looking forward to supporting the pilot project aims and serving the users of this website.

	<p>Resources:</p> <p>Currently in the collection, they have:</p> <ul style="list-style-type: none"> + 98000+ Images + 24000+ Objects + 7000+ Videos + 15000+ Audio + 142000+ Text + 8000+ Maps <p>Content Partners</p> <ul style="list-style-type: none"> • Pacific Community • National Library of Australia • National Library of New Zealand <p>https://digitalpasifik.org/about-us</p> <p>The website is not a repository for SPREP content, we only share copies of SPREP metadata. To view SPREP content, the user will always be directed to the SPREP site and SPREP still maintains control of its online information and resources.</p>
<p><u>d.c.</u> Partner's previous history/engagement with SPREP, if any.</p>	<p>None</p>
<p><u>e.d.</u> Outline clearly the added values and benefits to SPREP.</p>	<p>Benefits</p> <ul style="list-style-type: none"> • SPREP content will be viewable by a wider audience • Reach an audience unaware of SPREP content • Promote SPREP activities to digitalpasifik audience using social media and webinars as appropriate. • SPREP's digitised collections will be viewable and accessible alongside over 500 other institutions and collections.
<p><u>f.e.</u> Information on the proposed partner's skills, resources, funding, expertise, credibility, name recognition, advocacy capabilities that</p>	<ul style="list-style-type: none"> • The PVM project is currently funded by DFAT until 30 June 2023. • The implementation of the PVM work is backed by the National Library of New Zealand's technical expertise and infrastructure.

<p>will further strengthen and enhance SPREP's work.</p>	<ul style="list-style-type: none"> • The PVM team has worked carefully throughout the pandemic to connect with Pacific based cultural heritage organisations. • The co-design approach is based on fostering and supporting relationships across the Pacific.
<p><u>g.f.</u> Type/Level of partnership. Is it at the organisational, programme, project, or activity level? Is it a one-time partnership or long term?</p>	<p>At a programme level, the PVM team seek to promote and support SPREP activities at all times and ways that are led by SPREP capacity and aims.</p> <p>The technical partnership requirement requires no work on the part of SPREP. Once the PVM content partner agreement and the T&C are signed, the PVM team will do all the work of harvesting the publicly accessible SPREP metadata and presenting it on the digitalpasifik.org site.</p>
<p><u>h.g.</u> Expected timeframe/duration of the partnership.</p>	<p>Current funding for the PVM program ends on 30 June 2023. There is a commitment from DFAT and the implementing partners to seek ways to ensure further funding.</p>
<p><u>h.h.</u> Both SPREP and proposed partner's contribution to the partnership i.e financial, technical, please specify.</p>	<p>SPREP contribution will be to grant permission to the PVM to use SPREP metadata, so this can be displayed on the digitalpasifik.org website.</p> <p>The PVM contribution will be to complete all the work of harvesting the metadata, as well as evaluating and testing how records are shown.</p> <p>The PVM team will promote and share SPREP content via social media.</p> <p>There is no financial cost to SPREP.</p>
<p><u>h.i.</u> Roles and responsibility of both SPREP and proposed partner.</p>	<p>The PVM team are responsible for the management and maintenance of the digitalpasifik.org website.</p> <p>SPREP are responsible for the publicly accessible metadata of their records.</p>

	<p>Once confirmed as content partners, SPREP are welcome to attend any co-design meetings, to contribute to ideas and to provide feedback on the digitalpasifik.org site design and functions.</p>
<p><u>4.1</u> Additional relevant information.</p>	<p>Please refer to: https://digitalpasifik.org/partners for any further information, as well as the attached Content Partner Agreement and the Terms & Conditions.</p>
<p>2. Name of SPREP lead/contact and SPREP Programme/Department</p>	<p>Name: Miraneta Williams-Hazelman</p> <p>Signature: </p> <p>Date: 2 May 2022</p>
<p>3. Director of the Programme/Department clearance and approval</p>	<p>Name: Tim Kong</p> <p>Signature: </p> <p>Date: 2 May 2022</p>



10 March, 2022

Cnr Molesworth and Aitken Streets
PO Box 1467, Wellington 6140
Phone +64 (0)29 650 0284

Miraneta Williams- Hazelman
South Pacific Regional Environment
Programme

Avele Road
Apia
Samoa

Dear Miraneta

Thank you for being willing to help us make the digitized cultural content of the Pacific easier to find, share, and use by people in and of the Pacific.

Through this site, digitalpasifik.org, we intend to bring together the metadata of hundreds of organisations worldwide. By “metadata” we mean the descriptive information about the content, such as the title, URL, description, creator/author. We present your metadata on the site, alongside the metadata of other content partners. You always retain full control over your metadata.

We’re looking forward to working with you to help more people discover your Pacific digital content via new and useful tools and services.

The information below gives you an overview of how we will work with you. It is important that you also read and understand the attached Metadata Contribution Terms for the full details of our and your responsibilities.

Being part of digitalpasifik.org means that:

- we will harvest, copy and cache your metadata, including small thumbnails (where available), so it can be made accessible and searchable through digitalpasifik.org
- we may make larger sized thumbnails, so your items display attractively on digitalpasifik.org.
- you agree to the Metadata Contribution Terms as outlined in the attached document.

We will:

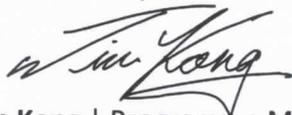
- provide clear attribution for your items (displaying the source and the URL of each item) on the site
- promptly remove your metadata from the digitalpasifik.org website at your request, and
- give you 30 days’ notice of any changes to the Metadata Contributor Terms.

To confirm your participation in digitalpasifik.org, please sign and return this letter, confirming that you agree to the attached digitalpasifik.org Metadata Contribution Terms.

If you wish to discuss any of these details, please don't hesitate to contact us.

Thank you again for working with us to make Pacific digital content easier to find, share, and use with digitalpasifik.org.

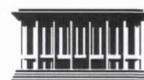
Yours sincerely



Tim Kong | Programme Manager – Pacific Virtual Museum Pilot
digitalpasifik@dia.govt.nz or tim.kong@dia.govt.nz



Australian Government



NATIONAL
LIBRARY
OF AUSTRALIA

digitalpasifik.org is supported by the Australian Government and implemented by the National Library of New Zealand | Te Puna Mātauranga o Aotearoa in collaboration with the National Library of Australia

On behalf of the content partner listed below and for the duration of the Pacific Virtual Museum pilot project, I accept the digitalpasifik.org Metadata Contribution Terms.

Name

Signature

Organisation/Content Partner

Date

Metadata Contribution Terms

1. Application of terms

- 1.1 These terms apply to digitalpasifik.org content partners who have agreed to make their Metadata available for use on and via the digitalpasifik.org website and associated services.

2. Definitions

- 2.1 In these terms:

API means application programming interface;

DIA, we, our and **us** mean the Department of Internal Affairs, a department of the New Zealand Government (the National Library of New Zealand is part of the department);

digitalpasifik.org means the project operated by Te Puna Mātauranga o Aotearoa, the National Library of New Zealand (part of DIA), in collaboration with the National Library of Australia, to help make Pacific digital content easier to find, share and use, with a website at www.digitalpasifik.org;

Large Thumbnail Images means thumbnail images made by DIA in accordance with clause 4.1(b) below that are larger than small thumbnail images;

Metadata means any information (text, images or otherwise, including small thumbnail images but excluding large thumbnail images) that describes attributes and characteristics of digital content, whether in structured and standard ways or in less structured ways through the use of general descriptions and tagging, and whether at the individual content item level or at the level of a group of content items;

Small Thumbnail Images means thumbnail images in the size(s) provided by Metadata contributors (if any), whether the images themselves or hyperlinks to them; and

references to digitalpasifik.org include any successor or replacement name and/or URL.

3. Agreement to terms

- 3.1 Persons and organisations providing Metadata to digitalpasifik.org are required to agree to these Metadata contribution terms. If you have not already agreed to these terms, your contribution of Metadata to digitalpasifik.org will be deemed to constitute your acceptance of these terms, forming a binding agreement with DIA. (We are happy to discuss them with you but please appreciate that they are standard terms that apply to all contributors.) This clause 3.1 is subject to clause 3.2.

- 3.2 If you are providing Metadata to digitalpasifik.org on behalf of a division or branch of DIA or on behalf of another department or departmental agency of the New Zealand Government, these terms have effect as a memorandum of understanding that does not give rise to legally enforceable obligations (the reason being that departments, departmental agencies, and their divisions and branches, are constituent parts of a single and indivisible legal entity, the Crown). You acknowledge, however, that if this clause applies, you have agreed on behalf of your division, branch, department or departmental agency to abide by and follow these terms.

4. Intellectual property rights

4.1 When contributing Metadata to digitalpasifik.org, you grant us a non-exclusive and royalty free licence to:

- (a) harvest, copy, cache and otherwise store the Metadata and to publish the Metadata in whole or part on digitalpasifik.org and in web feeds, email notifications and other data feed services;
- (b) if your Metadata includes Small Thumbnail Images for content items, capture, reproduce and make available, on digitalpasifik.org, thumbnail images for those content items that are larger than the Small Thumbnail Images; and

4.2 When contributing Metadata to digitalpasifik.org, you promise that:

- (a) you have or your organisation has all relevant rights or permissions to contribute that Metadata;
- (b) your contributing the Metadata and our use of it in the ways specified above will not knowingly infringe the intellectual property or other rights of any third party or amount to a breach of any obligation on your part; and
- (c) you have the authority and right to grant the licence referred to in clause 4.1 above.

5. No harmful Metadata

5.1 You must not contribute Metadata that:

- (a) contains or installs any virus, worm, malware, Trojan horse or other harmful or destructive software or code;
- (b) is obscene or defamatory;
- (c) violates the privacy or other rights of any third party; or
- (d) is otherwise unlawful.

6. Moderation

6.1 We do not moderate Metadata contributed to digitalpasifik.org. We reserve the right to suspend or remove access to the whole or any part of your Metadata if we consider that you have breached these terms or if the Metadata is otherwise unsuitable for digitalpasifik.org.

7. Attribution to source

7.1 We will provide clear attribution to the online source of each content item listed on digitalpasifik.org to which your Metadata relates, in the context of each item, by:

- (a) identifying the online source; and
- (b) providing a hyperlink to the page on its website containing the content item.

8. Removal of your Metadata

8.1 We will:

- (a) promptly remove your Metadata from digitalpasifik.org at your request; and
- (b) use reasonable endeavours to require those with an API key (if API keys are made available) to remove that Metadata from their websites or applications as soon as is reasonably practicable.

8.2 You acknowledge that we may not be able to secure the removal of such Metadata from, for example, applications containing that Metadata that have been downloaded onto personal handheld devices or desktop machines and are not, for whatever reason, updated by the owners of those devices or machines.

9. Revisions

9.1 We reserve the right to change these terms at any time and, except as stated clause 9.4, will provide you with at least 30 days' notice (the **Original Change Notice**) of the change (**Notice Period**).

9.2 If you do not like a change we propose to make to these terms, you may provide written comments to us on the change within the first 15 days of the Notice Period. We will take any written comments from you into account and may elect to modify our proposed changes or not modify our proposed changes.

9.3 If we receive no written comments on the proposed changes within the first 15 days of the Notice Period, the changes will come into effect on the date specified in the Original Change Notice. If we do receive written comments within the first 15 days of the Notice Period, we will notify you in an updated notice (**Updated Change Notice**) of our decision on whether to modify our proposed changes and, if so, what those modifications are. The changes will come into effect on the date specified in the Updated Change Notice, without any requirement for us to provide a further period of notice in relation to the modifications.

9.4 If we make a change to correct a clear typographical or cross-referencing error, we may make the change immediately, without advance notice.

10. General

10.1 These terms are governed by and to be construed in accordance with the laws of New Zealand and you agree to submit to the jurisdiction of the New Zealand courts.

10.2 We may assign, transfer or novate the agreement formed by these terms to another public sector agency or to another organisation (whether in New Zealand, Australia or elsewhere in the Pacific) if that other agency or organisation has taken over or will take over the operation of the digitalpasifik.org website. You agree to execute any documentation required (including by online means) to evidence or complete any such assignment, transfer or novation.

10.3 Nothing in these terms limits the powers, rights and duties of the National Library of New Zealand or the National Library of Australia under their empowering legislation or other applicable law.

