IPC-CH API

TERMS OF USE

Version 2.0 - Effective: March 2023

The IPC-CH API Terms of Use, also referred to as Terms of Service, describe your rights and responsibilities when accessing our application programming interface (the "API") and related API documentation.

Please read them carefully.

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I. <u>Definitions</u>

IPC-CH results: all information received via the API regardless of its format. This includes, but is not limited to, population estimates by IPC/CH Phases at any administrative level, geographic elements and GeoJSON files, icons, and vector tiles.

IPC GSU: the IPC Global Support Unit (GSU) is the entity mandated by the <u>IPC 15 global partner</u> <u>organizations</u> to implement the IPC initiative under a global strategic programme; Manages and produces the PC-CH API.

AGRHYMET Regional Climate Centre for West Africa and the Sahel (Centre Régional AGRHYMET Centre Climatique Régional pour l'Afrique de l'Ouest et le Sahel): Established in 1974, the AGRHYMET Regional Centre is a specialized agency of the Permanent Inter-State Committee for Drought Control in the Sahel (CILSS), which comprises thirteen countries. It became the AGRHYMET Regional Climate Centre for West Africa and the Sahel in 2021¹. It is an inter-state public institution with legal personality and financial autonomy. It has an international status with headquarters in Niamey, Niger. It has a mandate to implement the <u>Cadre Harmonisé (CH)</u>.

¹ Centre Régional AGRHYMET Centre Climatique Régional pour l'Afrique de l'Ouest et le Sahel: AGRHYMET-CCR-AOS



User: Any organization or individual who requests access to and uses the IPC-CH API.

API: Application Programming Interface.

API access key or API key: a unique code used to identify and authenticate an application or user on the IPC-CH API. It is provided by the IPC GSU after a request was made as described in the terms below. For requests for access to CH data, review and approval will be done in consultation with the AGRHYMET-CCR-WAS Regional Centre.

Implementation: a collection of databases, serverless functions and static files organized under a single API gateway.

II. Data Licensing

All IPC-CH results are licensed under the Creative Commons Attribution-Noncommercial-Share-Alike 3.0 IGO (CC BY-NC-SA 3.0 IGO) licence and can be reused under these terms. To view a copy of this licence, visit <u>https://creativecommons.org/licenses/by-nc-sa/3.0/igo/</u> and <u>https://creativecommons.org/licenses/by-nc-sa/3.0/igo/legalcode.</u>

Please include the following information while attributing IPC-CH results:

IPC CC BY-NC-SA 3.0 IGO, [if possible date the data was last updated] and provide a link to IPC website <u>https://www.ipcinfo.org/</u> - when using CH data, please also add a link to <u>http://cadreharmonise.org</u>.

If you wish to obtain rights beyond the ones granted by the CC licence or if you have any doubts on the type of use allowed under this licensing, <u>please contact us</u>.

IPC-CH results are shared under a non-commercial licence. **The IPC GSU and the AGRHYMET-CCR-AOS have made provisions for the following exceptions to the Non-Commercial attribute:** The IPC GSU and the AGRHYMET-CCR-WAS Regional Centre allow for IPC-CH results to be used for fundraising or **non-profit scientific research purposes**. This covers the process of soliciting donations or voluntary financial contributions by non-profit organizations with the aim of supporting humanitarian and development projects or activities.

If you have any doubt on the use of our data under this intended use, please contact us.

For **any other commercial use**, <u>please contact us</u> and provide a detailed explanation of the intended use. We will get back to you as quickly as possible.

Finally, IPC and CH are guided by humanitarian principles². We **do not endorse any use of our data for** activities that would go against such principles, especially "Do No Harm". The IPC and the CH reject and forbid any use of their data for military purposes.

² Key definitions of Humanitarian principles can be found here <u>https://www.unocha.org/sites/dms/Documents/OOM-humanitarianprinciples_eng_June12.pdf</u> and here <u>https://ec.europa.eu/echo/who/humanitarian-principles_en</u>

We encourage all IPC and CH results Users to carefully weigh the implications of datasets aggregation (including with non-IPC/CH datasets) and disaggregation, understanding the risks of potential deanonymization of data and at-risk groups identification.

III. Applicability of Terms of Use

- By accessing the IPC-CH API, the User accepts and agrees to be bound by these terms of use. Before using the IPC-CH API, the User must acknowledge and accept these terms where the option is made available in the <u>request form for an API Key</u>.
- 2. We reserve the right to change these API Terms of Use and the other components of the API publicly available. We will do our best to notify API users of any modification to these terms where possible.
- The User will be bound to the amended terms of use. Every subsequent reference to 'these terms of use' is considered to refer to the latest amended version of the terms.
 A User is considered to have been informed of amendments to these terms of use once the IPC has communicated the changes via the email address provided by the User upon registration for an API key.
- 4. The rights provided to the User in these terms of use will be automatically revoked upon any breach by the User of the terms included herein.

IV. <u>Responsibilities and Use of the API</u>

General Provisions

- To gain access to the API, Users will need to fill in the <u>request form for an API Key</u>. The IPC GSU will grant API access keys based on the validity of each request and in consultation with the AGRHYMET-RCCA Regional Centre. The IPC GSU and the AGRHYMET-CCR-AOS reserve the rights to reject requests. We aim at collecting only the minimum viable information for the sole purpose of managing and providing this service.
- 2. Personal information will be treated in accordance with our Privacy Policy [see more details in <u>Chapter "Privacy Policy"</u> below].
- 3. API keys are confidential and are for use by the designated User only (non-transferable). They cannot be shared with any third parties, whether manually or via automated processes, unless with express agreement from the IPC GSU for IPC data and the AGRHYMET-CCR-AOS for CH.
- 4. If you wish to terminate your use of the IPC-CH API, we request that you let us know so that we may disable the key. Any key inactive for an extended period of time might be automatically disabled. The IPC GSU will always attempt to contact the User before disabling a key.
- 5. The IPC GSU and the AGRHYMET-CCR-AOS reserve the right to immediately disable and terminate individual API keys that are used to display data obtained via the IPC-CH API in contexts that are deemed unacceptable (e.g.: hateful, racist, or discriminatory), illegal or malicious.
- 6. The IPC GSU reserves the right to blacklist IP addresses in case of malicious uses of its API and/or data.

 <u>The IPC and IPC GSU as well as the CH and its partners are guided by humanitarian principles.</u> We do not endorse any use of its data for activities that would go against such principles, especially "Do No Harm". The IPC and the CH reject and forbid any use of their data for military purposes.

We encourage all IPC and CH results Users to carefully weigh the implications of datasets aggregation and disaggregation; understanding the risks of potential de-anonymization of data and at risk groups identification.

Technical Provisions

- 8. A single API key applies to a single implementation. The User needs to request a separate API key for every new implementation.
- 9. The IPC GSU will provide the User with public technical documentation of the API, but will not provide technical support for Users' implementations unless explicitly agreed otherwise.
- 10. The IPC GSU will log all uses of the API by the User for the purpose of monitoring service load and for the purpose of improving the API.
- 11. The IPC GSU will potentially continue to upgrade the IPC-CH API by adding new features. The IPC GSU will give notice of updates to the Users in a timely manner and will attempt to keep new versions of the API backwards-compatible. However, the IPC GSU does not guarantee that the implementations of the User will continue to function after an upgrade.
- 12. The IPC GSU may limit the number of calls or requests the User may send or receive through the API. Such a limit may be set by the IPC and the AGRHYMET-CCR-AOS at any time to ensure even performance of the API to all Users.
- 13. The API User is expected to use IPC and CH results in a fair and responsible manner for the intended purpose described in the API request form. If such intended use was to change the User shall notify the IPC and the AGRHYMET-CCR-AOS immediately.
- 14. The IPC GSU and the AGRHYMET-CCR-AOS will attempt to flag to the User any potential data issue that may arise from invalid or incorrect data being made public. It requests the User's collaboration if a specific erroneous dataset needs to be updated or taken offline.
- 15. API Documentation can be found here: <u>https://docs.api.ipcinfo.org/</u>

V. Liability Disclaimer

- The designations employed and the presentation of material in the API are not warranted to be error free and do not imply the expression of any opinion whatsoever on the part of the IPC and CH partners concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries. The IPC and the AGRHYMET-CCR-AOS makes every effort to ensure, but does not guarantee, the accuracy, completeness or authenticity of the information provided in the API.
- 2. Except to the extent required by applicable law, in no event will IPC GSU be liable on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out the use of IPC/CH results or the IPC API.
- 3. Neither the IPC GSU, the AGRHYMET-CCR-AOS nor the User will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting



provider or utility provider, strikes, shortages, riots, fires, natural disasters, acts of God, wars, terrorism, and governmental action.

VI. <u>Privacy Policy</u>

- 1. Personal information received by the IPC GSU and the AGRHYMET-CCR-AOS in order to process API key requests will not be shared with third parties. They will be maintained securely and with respect to the applicable laws and policies, including our own Privacy Policy [link to website when available].
- 2. We aim at collecting only the minimum viable information to provide this service. This information will be maintained for the good proceeding of API and can be rectified by <u>contacting</u> the IPC GSU. Upon request from the user, personal information will also be deleted.
- 3. Five years after termination of the API key and API use, the information on the User will be anonymized. The name of the organization who requested access to the API and the purpose or intended use will be kept for legal purposes.

VII. Additional provisions

The User grants the IPC and the AGRHYMET-CCR-AOS the right to use their organization's name and logo for communication purposes on our website and in other public or private communications with our existing or potential partners and Users, subject to your standard brand guidelines and copyrights.

Any technical details provided to the IPC and the AGRHYMET-CCR-AOS for the purpose of processing an API Key request and/or providing technical support will remain confidential except with mutual prior agreement.

How to Contact Us

For technical questions, report a bug or issue, please fill in this form: <u>https://forms.office.com/r/b4eXEv2yD5</u>

For any questions related to the API, its use, and these terms, please contact: <u>ipc-tech-support@fao.org</u> For general questions about the IPC, please contact: <u>ipc@fao.org</u>