



Art Museum Image Consortium

www.amico.org

Enabling Educational Use of Museum Multimedia

Full Membership Agreement

by and between the

Art Museum Image Consortium

and



Art Museum Image Consortium

www.amico.org

Enabling Educational Use of Museum Multimedia

Art Museum Image Consortium Full Membership Agreement

1. Introduction

This Agreement sets forth the terms and conditions under which a qualified institution may become a full member of the Art Museum Image Consortium ("AMICO"), a nonprofit corporation organized under the Nonprofit Corporation Act of the District of Columbia. This Agreement is made and entered into as of this ____ day of _____ (the "Effective Date"), by and between AMICO and _____, ("AMICO Member").

2. Purpose of AMICO

AMICO is operated exclusively for charitable, educational, and cultural purposes. More specifically, the purpose of AMICO is to assist its Members: 1) by compiling a collective digital library of visual and documentary resources documenting works of art ("The AMICO LibraryTM"); 2) by providing dramatically increased educational access to the documentary resources for the benefit of institutions of higher education, museums, libraries, schools, and other charitable, educational, and cultural institutions; and 3) by fostering and promoting education and advancing knowledge in areas related to The AMICO LibraryTM, including scholarship in the arts, humanities, informational sciences, and social sciences.

3. Definitions

"The AMICO LibraryTM" is an information product created by AMICO through the compilation of AMICO Works and other materials.

"AMICO License" means the agreement under which AMICO establishes the rights and obligations of a user institution.

"AMICO Member" means the enrolled institution participating in The AMICO LibraryTM under the terms of this Agreement.

"AMICO Works" are the catalog record, associated digital image, and all other related digital multimedia or text documentation of a work of art contributed by a member to in The AMICO LibraryTM.

"Subscriber" means a not-for-profit, educational institution, including a museum or library, that has a current agreement granting it use of The AMICO LibraryTM.

4. AMICO Membership

By accepting all of the terms of this Agreement, a qualified institution becomes an AMICO Member, entitled to all of the benefits of membership and subject to all of the responsibilities of AMICO Members. The Board of Directors of AMICO shall establish the policies and procedures governing enrollment, including the qualifications for and rights of classes of members. Continued acceptance of all of the terms and conditions of this Agreement is a condition of membership.

4.1 Benefits

An AMICO Member is entitled to: (1) have free access to and use The AMICO LibraryTM under an AMICO License, (2) have access to the full range of AMICO Member Services during the period of membership, (3) participate in the governance of AMICO, by voting for Members of the Board of Directors, and (4) name a representative (if desired) to any or all of the AMICO Working Committees through which policy recommendations are made.

4.2 Responsibilities

Unless relieved by the AMICO Board of their commitment, an AMICO Member is responsible for: (1) complying with all of the terms and conditions of this Agreement and such policies and guidelines governing AMICO membership as the AMICO Board of Directors and its Working Committees may adopt from time to time; (2) making timely, annual contributions of multimedia documentation of works of art to The AMICO LibraryTM without conditions or restrictions except the express conditions or restrictions of the creator or copyright owner of the original work of art; (3) ensuring that such contributions conform to the AMICO technical documentation standards; and (4) promptly paying all membership dues and any charges or fees, as established by the AMICO Board.

5. Intellectual Property Rights

5.1 Warranty

AMICO Member warrants and represents that, to the best of its knowledge, the rights granted herein will not infringe the rights of any third party. AMICO Member further warrants and represents that it has conducted a review of the rights granted herein according to documented internal policies and procedures.

5.2 Grant of Rights

AMICO Member hereby grants to AMICO a non-exclusive, worldwide license to reproduce, distribute, publicly display, and make derivative works based upon the contributed multimedia documentation of a work of art, or any portion thereof, and to sublicense their use by Subscribers, solely as part of or in connection with the compilation and distribution of The AMICO LibraryTM.

5.3 Withdrawal of Disputed AMICO Works

AMICO Member may withdraw from its contribution under this Agreement specifically identified contributed multimedia documentation for good cause shown. Any claim, dispute or action related to contributed multimedia documentation shall be deemed to establish good cause shown for the withdrawal of such documentation. AMICO Members shall be responsible for promptly notifying AMICO of any claim, dispute or action related to contributed multimedia documentation. Within ten (10) days of the receipt of such notification, AMICO shall withdraw such multimedia documentation and provide notice thereof to Subscribers. AMICO Licenses shall provide for the withdrawal of any disputed AMICO Work within ten (10) days of the receipt such notice of withdrawal.

5.4 Acknowledgement of Ownership

AMICO Member acknowledges that AMICO shall be the sole and exclusive owner of the compilation of "AMICO Works" (The AMICO Library™), including all related copyrights, trademarks, tradenames, and other intellectual property rights, currently in existence or later developed.

6. Insurance and Indemnification

6.1 Insurance

AMICO shall obtain, at its own expense, and shall have in full force and effect at all times during the term of this Agreement, insurance covering comprehensive commercial general liability (including broad coverage for injury to persons, property, premises, ongoing and completed operations, and products), errors and omissions liability, publisher's liability, advertising liability, and contractual liability through an insurance carrier approved by the New York Commissioner of Insurance, what its Board deems an adequate level of insurance protecting against any loss, liability, judgment, damage, cost or expense, including reasonable attorney's fees, arising out of or in any way resulting from any and all activities or obligations under this Agreement (collectively "Liabilities"). AMICO shall provide at least thirty days (30) days to each AMICO Full Member of any material change in coverage or cancellation.

6.2 Indemnification

To the extent that any of the above Liabilities exceed the limits of the insurance required by Section 6.1, and to the extent authorized by law, each AMICO Full Member shall jointly and severally indemnify and hold harmless AMICO and its employees, officers and directors, principals, agents, successors, assigns, legal represented counsel, and directors against such Liabilities.

7. Term and Termination

7.1 Term

This Agreement shall come into force as of the Effective Date and shall remain in force for an initial term of two years from the Effective Date, unless terminated as provided for in this section.

7.2 Term of AMICO Licenses

AMICO shall not, under the rights granted under this Agreement, offer Subscribers licenses that exceed one year.

7.3 Renewal

This Agreement shall automatically be renewed for an additional period of one year, unless either party gives the other party written notice of non-renewal at least ninety (90) days before the end of the initial term or the renewal term.

7.4 Termination

In addition to whatever other rights of termination it may have, either Party, at its option, may terminate this Agreement upon at least ninety (90) days' prior notice. Immediately upon the earlier of notice of termination or termination, AMICO shall cease to issue new AMICO Licenses for the multimedia documentation of the terminating AMICO Member beyond the term of the licenses then in effect. However, notice of termination shall have no effect on AMICO licenses then in effect. Once no further licenses are in effect for AMICO Member's contributed works, such works shall promptly be removed from The AMICO Library™ by AMICO and all copies of such works in AMICO's possession, custody or control shall be immediately returned to AMICO Member or destroyed.

8 Dissolution of AMICO

In the event of the dissolution or final liquidation of AMICO, AMICO Member shall take all reasonable steps to ensure that its contributed multimedia documentation remain available under the terms and conditions of AMICO Licenses then in effect, and towards this end AMICO Member also shall cooperate with any charitable, educational or cultural AMICO Member selected successor organization to AMICO.

9 Miscellaneous Provisions

9.1 Notices

AMICO shall give written notice to AMICO Members under this Agreement by electronic mail, by a general posting on the AMICO Discussion List, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic mail or general posting to the AMICO Discussion List, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid.

AMICO Member shall give written notice to AMICO by electronic mail, by facsimile transmission (with receipt confirmed), or by conventional mail, unless otherwise specified in this Agreement. In the case of electronic mail, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid. A notice by an AMICO Member to AMICO will not change the terms of this Agreement, or the terms of any AMICO policy or guideline, unless an authorized officer of AMICO expressly accepts the change in writing. Notices to AMICO by conventional

Art Museum Image Consortium *Enabling Educational Use of Museum Multimedia*

mail should be sent to: AMICO Subscriptions c/o, Susan Chun, AMICO Operations, The Metropolitan Museum of Art, 1000 Fifth Avenue, New York, NY 10028 USA.

9.2 No Assignment

Except as otherwise permitted under this Agreement, The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations thereunder.

9.3 Entirety of Agreement

The terms and conditions of this Agreement and its exhibits supersede all prior oral and written agreements between the Parties with respect to the subject matter of this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained herein. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the Parties.

9.4 Choice of Law

This Agreement shall be interpreted, governed and enforced under the laws of the District of Columbia, without regard to its conflict of law rules. [Any claims or disputes arising out or relating to this Agreement shall be resolved by binding arbitration to be held in the District of Columbia in accordance with the Commercial Arbitration Rules or any successor rules of the American Arbitration Association or any successor, and judgment upon the award by the arbitrators may be entered in any court having jurisdiction thereof.

9.5 Use of Names

AMICO acknowledges that the names of AMICO Member may not be used in any manner or through any medium, whether written, oral or visual, for any purpose whatsoever, including advertising, marketing, fundraising, promotion or publicity, without the prior written approval of AMICO Member. However, the name of AMICO Member may be used to indicate membership in AMICO in a list of all other AMICO Members. Under no circumstances shall the name of AMICO Member be used on AMICO's letterhead or business correspondence.

9.6 Representatives

For purposes of providing guidance and direction in daily operational matters, granting approvals or withholding the same, and for general project coordination, AMICO Member shall be represented by:

Name & Position: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above.

Art Museum Image Consortium

[AMICO Member]

Susan Chun, AMICO Operations

[Print Member Representative Name]

Signed: _____

Signed: _____

Date: _____

Date: _____