





**Art Museum Image Consortium**

[www.amico.org](http://www.amico.org)

*Enabling Educational Use of Museum Multimedia*

## University Subscription Agreement (Short Form)

This Agreement sets forth terms and conditions under which an institution of higher education ("Subscriber") may receive access to and use The AMICO Library™, the compiled digital library of visual and documentary resources of the Art Museum Image Consortium ("AMICO"), a nonprofit corporation. By agreeing to abide by all the terms and conditions of this Agreement, an institution of higher education becomes eligible to receive access and use The AMICO Library™ as Subscriber.

Terms and Conditions

### 1. Definitions

"AMICO Distributor" means any organization authorized by AMICO to provide delivery and support services for The AMICO Library™.

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

"AMICO Work" means the digital image, catalog record, and all other related digital multimedia or text documentation of a work of art in The AMICO Library™.

"Designated User" means any person authorized by a Subscriber to receive access to The AMICO Library™ under the terms and conditions of this Agreement.

"Subscriber" means an accredited post-secondary educational institution authorized by AMICO to receive access to and use The AMICO Library™ under the terms and conditions of this Agreement.

### 2. Grant of License

AMICO hereby grants to Subscriber a non-exclusive, non-transferable, limited license to access and use AMICO Works for education, research, and scholarship. The AMICO Library™, all of the AMICO Works contained therein, and other materials related to The AMICO Library™ are protected under U.S. copyright law and other applicable intellectual property and proprietary information laws. This agreement limits Subscriber access to low and medium quality images (24-bit color, up to 1024x768 pixel resolution) and all associated documentation. Adaptation of AMICO Works is not authorized under this Agreement. When copies of AMICO works are mounted locally, Subscriber must display all required copyright management information, such as copyright notices, name of the creator of the work, name of the owner of the copyright, terms and conditions for the use of specific works, and an acknowledgement of the AMICO Member contributing the work on any copies of AMICO Works made for Designated Users.

### 3. Delivery and Support

Delivery and support of The AMICO Library™ is exclusively through an AMICO Distributor. Subscriber is entitled to receive access to The AMICO Library™ upon agreeing to the AMICO Distributor's terms and conditions of delivery and support and upon payment of all fees, including licensing and distribution fees. Continued acceptance of the Distributor's terms and conditions of delivery and service is a condition of this Agreement.

### 4. Designated Users

Subscriber may designate users that may receive access to and use The AMICO Library™ under the terms and conditions of this Agreement. Faculty members, enrolled students, university employees and researchers officially affiliated with the Subscriber may, as groups, be Designated Users. This agreement does not permit access to and use of The AMICO Library™ by the following groups: alumni; independent contractors; subscribers who pay fees solely to use university facilities or services (such as the university gymnasium or library); university tenants; and the members of the household of Designated Users.

### 5. Access and Use of The AMICO Library™

Access to and use of The AMICO Library™ under this Agreement is exclusively for education, research, and scholarship. Publication or redistribution beyond the Designated Users (including posting publicly on the World WideWeb), or any commercial use of any AMICO Works or materials, in whole or in part, is strictly prohibited. Copying for educational use limited to Designated Users is specifically permitted. Without express authorization of an AMICO Member and/or other copyright holder, the Subscriber and its Designated Users may not: 1) publish or redistribute any AMICO Work by any means beyond the Designated User community, or 2) make any commercial use of any AMICO Work. Subscriber, or persons acting on behalf of the Subscriber, is prohibited from using any AMICO Work for fundraising, marketing promotion, or public relations without express authorization from AMICO.

Access to The AMICO Library™ may be by means of controlled workstations located on the Subscriber's premises or from remote facilities. Access from locations other than Subscriber-controlled workstations is only permitted if technical means are in place and used to ensure access to The AMICO Library™ is limited to authenticated Designated Users.

## 6. Unauthorized Use

As a condition to receiving access to The AMICO Library™, Subscriber shall provide AMICO a copy of its policies on the use of licensed resources, which shall include policies and procedures for handling any known instances of unauthorized use or infringement of licensed resources, including sanctions, where appropriate for instances of knowing and willful misconduct. Subscriber shall promptly notify AMICO of any instances of unauthorized use or infringement of The AMICO Library™ and investigate all infringements of which it learns or is notified. Subscriber shall take all reasonable steps to have any unauthorized use or infringement cease immediately and shall take such action as it deems appropriate under its policies against offenders. AMICO shall have the sole right, at its discretion, to bring any legal action because of an unauthorized use or infringement of The AMICO Library™. Subscriber shall not be responsible for the unauthorized use or infringement of The AMICO Library™ by Designated Users provided that: 1) the unauthorized use or infringement is without the consent of the Subscriber, 2) the Subscriber is in full compliance with its policies and procedures on the use of licensed resources, and 3) the Subscriber has provided Designated Users with informational materials on the authorized use of The AMICO Library™ and on compliance with the applicable laws of the United States.

## 7. Limited Access Privilege

Subscriber may grant the privilege of limited on-site access to The AMICO Library™ to persons who are not Designated Users, but who have authorized access to computer terminals physically located in University facilities maintained by and under the control and administration of the Subscriber. The limited access privilege confers no rights or benefits under this Agreement, and specifically does not confer rights to copy, retain for personal scholarly use, or provide access to others, including Designated Users.

## 8. Warranties and Representations

AMICO warrants and represents that it has the authority to enter into this Agreement. AMICO further warrants and represents that it has obtained all the clearances necessary to permit the Subscriber to use the materials in The AMICO Library™ for education, research and scholarship. THE AMICO LIBRARY™ IS PROVIDED ON AN "AS IS" BASIS, AND AMICO DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS REGARDING THE AMICO LIBRARY™ OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber warrants and represents that it has the authority to enter into this Agreement.

## 9. Term and Termination

This Agreement shall remain in effect through the end of the subscription year as set forth in the delivery and support services agreement of the AMICO Distributor. AMICO may terminate this Agreement upon thirty (30) days' prior written notice to the Subscriber because of any failure of the Subscriber to perform or observe any material term of this agreement or if any representation or warranty contained herein is false. This Agreement automatically renews for successive terms, provided that the annual subscription fees are paid and no notice of change of terms is given by AMICO.

## 10. Retention

Upon termination, Subscriber shall take all reasonable steps to ensure destruction of all AMICO works mounted on or distributed by university computer systems or on fixed media, including notification to Designated Users of this requirement. AMICO shall request, and the Subscriber shall provide certification to AMICO within sixty (60) days of such destruction.

## 11. Miscellaneous Provisions

The terms and conditions of this Agreement supercede 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. The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations thereunder. All notices required of subscriber shall be sent to AMICO, University of Toronto, Robarts Library, 130 St. George Street, 7<sup>th</sup> Floor, Toronto, ON Canada

I \_\_\_\_\_ [Subscriber] agree to the terms and conditions set forth in this Agreement.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
[Email]

\_\_\_\_\_  
[Address for Subscriber Notice]

\_\_\_\_\_  
Date

On behalf of the Art Museum Image Consortium (AMICO), I agree to the terms and conditions set forth in this Agreement.

\_\_\_\_\_  
[Signature]

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