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**Briefing Package**  
*(confidential)*

**Executive Committee Meeting**  
**January 4, 2002**  
**10:30 am – 3:30 pm**

**The Whitney Museum of American Art**  
**945 Madison Avenue**  
**New York**

**Prepared by J. Trant, D. Bearman and K. Richmond**  
**AMICO Staff**



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**Executive Committee Meeting**  
**January 4, 2002**  
**10:30 am – 3:30 pm**  
**The Whitney Museum of American Art**

**Agenda**

- 1. Call to Order (Sachs)**
- 2. Review of Agenda (Sachs)**
- 3. Minutes of Previous Meeting (Broun)**  
*Attachment: Draft Minutes from May 3, 2001 Meeting*  
**ACTION:**  
*Approve Minutes*
- 4. Activity Report & Revised Budget for FY 2001/2002**  
*Attachments: AMICO Achievements 2001  
Revised Budget FY 2001/2002  
AMICO Indebtedness Proposal  
Chart: Budget Categories by Fiscal Year*  
**ACTION:**  
*Approve Budget  
Approve Schedule*
- 5. Proposed Budget for FY 2002/2003 and beyond**  
*Attachments: Scenarios for Future Action  
AMICO Membership Dues*  
**ACTION:**  
*Approve Strategy  
Approve Strategy*
- 6. Executive Director Search**  
  - **Report on Process (Anderson)**
  - **Transition Strategy (Trant / Bearman)****ACTION:**  
*Recommend Strategy*
- 7. Membership and Library Development**  
  - **Membership Development**  
*Attachments: Membership Summary & Library Contribution Schedule  
Chart: Library Contributions by Year by Member  
Chart: Rich Records in The AMICO Library***ACTION:**  
*Confirm Deadlines  
Encourage Contributions*
- 8. Distribution Update**  
*Attachments: Distribution Report*
- 9. Subscriptions and Use of The AMICO Library™**  
*Attachments: Subscriber Update  
Consortial Subscriptions: Nylink, OhioLINK, UK Further Education  
Usage Reports:  
Chart: RLG Cumulative Statistics by Date  
Chart: Active Sessions by Day  
Chart: Sessions & Records Found*
- 10. Other Organizations**  
  - **ArtSTOR**  
*Attachment: Strategy Scenarios***ACTION:**  
*Plan Strategy*

**11. Governance of AMICO**

- **Composition of the Board**  
*Attachment: AMICO Governance Proposal  
AMICO's ByLaws*
- **Slate of Officers for 2002-04**

**ACTION:**

*Adopt Strategy  
Recommend Changes to Board  
Develop Slate*

**12. Forward Schedule (Sachs)**

- **Next meeting**

**ACTION:**

*Set Date*

**13. Other Business**

**14. Adjourn**



## Executive Committee Meeting

Thursday, May 3, 2001

The Frick Collection and Art Reference Library

### Draft Minutes

#### 1. In Attendance

Present: Nancy Allen, Museum of Fine Arts, Boston  
Max Anderson, Whitney Museum of American Art  
Elizabeth Broun, Smithsonian American Art Museum (for the meeting with the Mellon;  
proxy voted by Anderson in working meeting)  
Katharine Lee Reid, Cleveland Museum of Art  
Sam Sachs, The Frick Collection and Fine Arts Reference Library

Regrets: Ken Hamma, J. Paul Getty Museum  
Jack Lane, Dallas Museum of Art  
Harry S. Parker III, Fine Arts Museums of San Francisco  
Eric Vanasse (representing Guy Cogeval), Montreal Museum of Fine Arts

Staff: David Bearman, Director, Strategy and Research  
Jennifer Trant, Executive Director

#### 2. Call to Order

Chairman, Sam Sachs called the meeting to order and introduced the meeting agenda items.

#### 3. Minutes of Previous Meeting

The minutes of the January 2001 Executive Committee meeting were introduced. Sam Sachs moved to approve the meeting minutes and Katharine Reid seconded that motion. The minutes were approved unanimously.

#### 4. Review of Meeting with the Mellon Foundation

Immediately prior to the AMICO Executive Committee meeting the Committee had met with William Bowen, President of the Mellon Foundation, and James Shulman, Executive Director of ArtSTOR. ArtSTOR was a recently announced initiative by the Mellon Foundation to make digital image data available for scholarly purposes. There seemed to be quite an overlap in objectives between AMICO and ArtSTOR. Therefore, the Executive Committee thought it would be useful to learn more about ArtSTOR's plans.

Sam Sachs began the discussion by stating that clearly ArtSTOR was in a very nascent form and that they did not yet know where their initiative was headed. It was noted that Mr. Shulman stated they would announce an Advisory Committee for the initiative that would be headed by Neil Rudenstine, Chairman of the Board of ArtSTOR. There were questions as to who would make up that Advisory Committee, but no membership had yet been announced; it is clear that Ira Fuchs is going to be playing a critical role in forming technical strategy. It was proposed that a way to reach Mr.

### **3. Minutes of Previous Meeting**

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Rudenstine would be to raise museums' concerns with him and explore possible interactions between Mellon's activities in this area and those of museums. The chilling effect that ArtSTOR is having on the climate may be an unintended consequence of the initiative.

Mr. Sachs suggested that perhaps ArtSTOR could be jump-started by incorporating AMICO content. He thought that a formal offer of a relationship between AMICO and their initiative should be proposed. Max Anderson resolved that AMICO draft terms under which the Mellon Foundation could have AMICO Library content incorporated into their offering, propose that AMICO and ArtSTOR create an ongoing relationship, and account for all AMICO's debts and identifiable costs to date. Anderson/Broun moved to approve this and Katharine Reid seconded the motion.

Discussion ensued about what terms for an AMICO Library package license to Mellon might look like. Nancy Allen stated that Luna Imaging is charging \$22.50 each for digitization of the Museum of Fine Arts, Boston's Egyptian collection. It was suggested that AMICO consider \$10 per work (excluding the Library of Congress' content) and future dues, possibly. A proposal was to have optional clauses regarding financing.

There were questions about who would be represented on the planned Advisory Committee. Also, some review of the staff for ArtSTOR was made; the core staff as the Executive Committee understood it was James Shulman, Don Waters, and Ira Fuchs. The future likely prospects for content in ArtSTOR were discussed; suggested targets were the photo archives at Harvard and Yale's slide library. Based on these prospects a question of collections development was posed, this being "if teaching is the focus for ArtSTOR, then what is the content?"

It is clear that content is the way to differentiate AMICO from any planned ArtSTOR activity. While it was noted that "it's hard to do AMICO" and that standards, implementation, and training are crucial to success. There are also some benefits to working together collaboratively. Perhaps we could explore ways to highlight the strengths of The AMICO Library in areas such as contemporary art, where our approach to licensing had paid off. This might even be considered as a separate content offering – distinct or separately available from the full AMICO Library at some point in the future. Other subsets might also be considered, though this is a departure from our one-library / one-price model.

The AMICO agreement with ARS is a key benefit for members, who are able to make significant use of the Web site provisions of the agreement. ARS costs to AMICO-central were discussed in the context of a budget report. Current charges are \$12 per work or a total of \$38,000. It was determined that it was acceptable to absorb this cost. The minor limitations on public web site use of works by some artists were noted. In conjunction with this discussion there was talk of creating AMICO Library feature bundles, so a 20<sup>th</sup> century works edition or history of photography edition, that could be licensed as separate products or called out as special content features. It was asked if there were other subsets that should be considered.

### **5. AMICO's Forward Plans**

- **Scenarios for future action**

The group discussed the three future scenarios for AMICO prepared by staff as Talking Points. With a fuller understanding of the plans for ArtSTOR, the group felt that AMICO should continue on its current path; they reaffirmed the value of our enterprise and felt strongly that there was room for more than one digital art repository, just as there is room for more than one museum.

### 3. Minutes of Previous Meeting

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The committee wondered if the future AMICO Executive Director might have a different role in the future climate. It was raised that someone with a strong focus on K-12 and public outreach could be required and this may be a different type of person than originally envisioned by the committee.

Ms. Allen felt that AMICO's organizational role and focus should be interpreted as an aggregator of members' raw materials. The value added by AMICO is its integration. Regardless of what ArtSTOR's approach emerges to be, the AMICO model provides an economical way to gather good data from the sources closest to the originals.

The committee agreed that no shift in AMICO's course was needed unless external factors change significantly.

- **Distribution Agreements and Contracts**

A matrix of AMICO's developing distribution arrangements was presented. It reinforced our strategy to develop relationships with a broad range of information service providers in order to provide The AMICO Library to the broadest range of institutional users.

New distributors include H.W. Wilson, who will come on-line this fall and SCRAN which is looking forward to serving Further Education and possibly schools in the UK.

The committee authorized the renewal of the distribution contract with RLG. The new integration of Luna's Insight interface in RLG's delivery of The AMICO Library was discussed, as was the relationship of their Cultural Materials Initiative to The AMICO Library. There was interest in how the BMFA was linking to archive materials in RLG's Cultural Materials Initiative related to Egyptian artifacts in The AMICO Library.

Discussions are also underway – in a preliminary manner – with a major library systems vendor, interested in delivering the AMICO Library internationally to Colleges and Public Libraries.

- **ARS World-wide Rights**

As was noted above, AMICO's agreement with the Artists Rights Society is a major benefit for Members. In its extended form, it also covers web-site use by US-based Members (with limitations of resolution and placement). Members are urged to follow the guidelines for opting into this agreement carefully, to ensure accurate reporting and budgeting.

The possibility of a similar relationship with VAGA was again raised; AMICO staff will continue to move this negotiation forward as quickly as possible. Robert Panzer, VAGA's manager, appears interested, but is difficult to pin down.

### 6. Budget Proposals for FY 2001/2002

Max Anderson presented several different budget scenarios for MW2001/2002, based on different future scenarios. Nancy Allen noted that the Executive Director had not been rewarded with a raise since the founding of AMICO and proposed one but Trant and Bearman stated that they were comfortable leaving it be. After discussion of the points of difference between these scenarios, Anderson moved that the committee adopt the "likely" one, based on remain on our present course, and to assess the situation again at the fall Executive Committee meeting. Nancy Allen, Betsy Broun, and Katharine Reid all seconded this.

The Executive Committee reaffirmed the desire to begin to reward Founding Members for their commitment to the organization, perhaps through a discount in dues. It was noted that if we were

### **3. Minutes of Previous Meeting**

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successful with a Wilson distribution, this might be possible, and could be presented to the Board at its annual meeting.

### **7. Forward Schedule**

Sam Sachs reviewed the dates for the upcoming Annual Members Meeting and the contribution schedule for the 2002 Library Year. Jennifer Trant noted that many members missed deadlines related to their annual submissions.

The idea of building a “call list” for the AMICO Board to remind and reinforce deadlines was discussed, and will be followed-up as needed by AMICO staff.

The possibility of scheduling a meeting with AMICO and Gallery Systems participation surrounding the issues of TMS Export was raised. It was noted that if TMS did fully support AMICO then it was an easier “sell” for potential Members.

Ms. Trant agreed to send the current AMICO/TMS users list to Mr. Sachs and Mr. Anderson, so they could drum up support for a TMS/AMICO export focus. Ms. Allen reported that her institution is underway with a Luna Insight and TMS integration project and that exporting from TMS to AMICO was also on her forward agenda.

### **8. Other Business**

Following a brief discussion of the moves ahead on the Antenna Audio agreement, it was again mentioned that Acoustiguide would be a good partner for AMICO (both the Fine Arts Museums of San Francisco, and The Frick Collection are Acoustiguide clients and would be active participants in such an alliance).

Members of the Committee also discussed other ways to enrich the content of The AMICO Library. Ms. Broun had mentioned that she had a group of 56 videos from their collections CD-ROM available, and should be enthusiastically encouraged to include these among the SAAM’s AMICO contributions.

A slate of possible candidates for the Executive Committee and officers needs to be raised for the Board meeting in the winter. Members were asked to consider this and provide input to the chairman.

Mr. Sachs asked if there was additional business. None was raised.

### **9. Adjourn**

Mr. Sachs moved to adjourn the meeting; all unanimously agreed.

## 4. Activity Report & Revised Budget for FY 2001/2002

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### *AMICO Achievements – The Year 2001 in Review*

(In reverse-chronological order)

#### **December 2001**

- AMICO welcomes two new members: the Terra Museum of American Art and The Newark Museum.

#### **November 2001**

- Nylink – a library consortium – signs a consortial subscription agreement. Nylink members may subscribe to The AMICO Library™ initially through either HW Wilson or VTLS. Nylink members include more than 6000 libraries, universities, and K-12 schools in New York state.

#### **October 2001**

- The Visual Artists and Galleries Association, Inc. (VAGA) and AMICO agree on a worldwide license to include works of art from VAGA-represented artists and estates The AMICO Library.
- The AMICO Library now has subscribers on four continents; two Australian universities subscribe.

#### **September 2001**

- VTLS – an international company that markets, and supports solutions for managing library collections and accessing information via computer networks – agrees to distribute The AMICO Library, through their multimedia tool suite.

#### **August 2001**

- The Scottish Cultural Resources Access Network (SCRAN) signs a distribution agreement and plans to add The AMICO Library to its existing services available to primary and secondary schools throughout the United Kingdom.
- First South American subscriber to The AMICO Library, Universidad de los Andes.

#### **July 2001**

- The 2001 edition of The AMICO Library is released, featuring multimedia documentation of approximately 78,000 works of art.
- HW Wilson will be an AMICO Library Distributor and integrate The AMICO Library with its art and reference databases such as the *Art Index*, *Art Full Text*, *Art Abstracts*, and *Biography Reference Bank*.

#### **June 2001**

- Research Libraries Group (RLG) and AMICO sign a three-year contract for RLG to continue as non-exclusive AMICO Library distributor. Luna's Insight interface to be incorporated into RLG's distribution will allow zooming, drag and drop, and other user-requested functions.
- Artists Rights Society (ARS) and AMICO agree to worldwide rights clearance for ARS-represented works in The AMICO Library. This allows AMICO to open subscription to The AMICO Library to educational institutions worldwide.

#### **May 2001**

- Model Assignments using The AMICO Library are available on the AMICO public site:  
<http://www.amico.org/univ/sampleAssignments/index.html>

#### **April 2001**

- Approximately 135,000 college and university students in the United Kingdom and 1.35 million students in North America now have access to The AMICO Library.

#### **March 2001**

- AMICO participates in the College Art Association, Visual Resources Association, National Arts Education Association, and Art Libraries Society of North America annual conferences.

#### **February 2001**

- National Museums of Scotland becomes AMICO's first European member.

#### **January 2001**

- The U.K.'s National Museum Directors Conference IPAC committee is briefed on AMICO.

### AMICO Strategy Update

Our next fiscal year will mark the fifth year of AMICO's operations, if we include the initial, start-up year before The AMICO Library™ was created. The strategies we established at the outset were:

1. Steady growth of membership, from the initial 22 members
  - *With expansion of membership benefits*
  - *With expansion beyond North America*
2. Steady growth of The AMICO Library, from an initial 20,000 works
  - *With expansion of the extent of multimedia documentation*
  - *With value added through editorial intervention*
3. Growth in the number of Distributors
  - *With expansion of functionality offered*
  - *With greater competition on price*
4. Growth in the number of subscribers
  - *Lead with distribution to universities*
  - *Expansion into schools and public libraries*
  - *Ultimately, with offerings to individuals*

AMICO has been quite successful in achieving financial independence and securing a recognized place as a publisher of digital educational resources pursuing these strategies. But we have not met our own targets around Membership and Library Growth. The challenges of maintaining a competitive resource in the coming years will be substantial.

- *Despite growth, membership has only increased by an average of 2 new members per year, instead of the five to ten member target established by the Board. Despite efforts to attract European, and particularly British members, AMICO has so far been unsuccessful at attracting members from outside North America.*
- *Despite growth, The AMICO Library™ has increased by an average of only 20,000 works p.a. instead of the growth to 250,000 works projected by its Board. The majority of AMICO members have not honored their to make an annual minimum contribution of 500 works. Virtually all works require some editorial intervention from AMICO staff.*
- *Despite increased numbers and some price competition, the Distributors have not yet significantly differentiated their products by enhanced functionality. (It may be too early to tell here.)*
- *Despite increases in numbers of subscribers, AMICO has barely reached the schools and public library communities to date. We are making very small inroads overseas. We have not yet found a distributor able to provide access for individuals.*

In the next five years, AMICO faces the challenges of:

- *Expanding Membership from the current 32 to 100+, including a broad representation of institutions from outside North America, equal in number to the North American membership. Expanding member benefits so that being a member of AMICO is highly valued.*
- *Growing The AMICO Library™ to at least 250,000 works, including works from collections of these new members (e.g. outside North America). Extending the multimedia content of the Library so that at least 10% of works contain sound, motion image or deep text.*
- *Supporting its distributors and subscribers by making a higher quality edited product than it has made to date, specifically one with hierarchical thesauri and artist reference files.*
- *Finding ways to satisfy the needs of schools and public libraries, in conjunction with the interests of museum educators. Finding distributors able to serve individual subscribers.*

### AMICO Membership Dues Proposal

When AMICO was formed, members hoped that it would be sufficiently successful that after five years they would be relieved of the requirement to pay dues. In fact, as it begins its fifth year, AMICO is financially able to eliminate the requirement for dues, however there are reasons not to eliminate dues unconditionally.

*PROPOSAL: Any waiver of dues should be limited to AMICO members in "good standing" – e.g. those that have:*

- *contributed an average of 500 works per annum of membership,*
- *made a contribution of at least minimum documentation of 500 works in the immediate prior year, or*
- *have contributed documentation of their entire collection*

There are, in effect, two ways to provide relief from dues for members in "good standing":

1. *they could be forgiven payment of dues for the next year, or*
2. *they could be paid a royalty by AMICO for works contributed to the AMICO Library, based on the quality of the documentation provided. No payment would be made for works that do not meet the minimum Data Specification. Initially AMICO could pay each member:*
  - *\$1 per work per year for works with "minimum level" documentation*
  - *\$2 per work per year for works with more than one still image and/or extended text beyond the minimum required*
  - *\$3 per work per year for works with multimedia documentation in addition to extended text*

In either case, the "cost" to AMICO would be approximately \$80,000 in the FY2002/2003 fiscal year, assuming those institutions close to meeting the "good standing" standards met the standard in the coming year, and that they provide documentation of the quality we anticipate, in the quantities already declared.

The advantages of Proposal 2, however, are several:

- *It provides AMICO with a means of rewarding Members for providing documentation beyond the minimum requirements, and encouraging documentation of specific sorts needed to improve The AMICO Library in particular ways.*
- *By setting licensing rates, the Board would be in a position annually to reward specific types of content, or additional qualities of documentation.*
- *It affirms that Members, like other rights holders, are entitled to royalties for licensing to AMICO.*
- *AMICO would have established practices for paying for rights from artists societies, and licensing from Members. We would be able to offer license payments for other content beyond that provided by Members, should the situation arise with other organizations or content holders.*

There are risks however.

- *Members could respond enthusiastically to this incentive, leaving AMICO in a position where it is unable to pay.*
- *Dependent upon AMICO's subscriptions/income position, the Board may have to limit the amount given back to Members or adjust the per-work rate.*
- *We have taken a strong public position that AMICO Members are not paid for their participation. This contradicts that statement, and may cause confusion in the community.*

### Membership Summary

AMICO membership has remained flat for the past 10 months with no new museums joining since February 2001.

We expect three prospects to submit their membership applications and signed agreements in time for the January Executive meeting, so they may be approved for membership by that committee and welcomed in the new year.

- **The Newark Museum**, located in Newark, N.J. and containing varied holdings in art of Africa, the Americas, and the Pacific, a strong American art collection, a significant collection of Tibetan art, a selection of classical antiquities, Coptic art, and ancient Egyptian works, an historic property – Ballantine House – which contains a wealth of decorative arts, and a unique numismatic collection of coins and currency.
- **The Terra Museum of American Art**, located in Chicago, Il., with a small but strong collection of nearly 700 works of the finest 19<sup>th</sup> and 20<sup>th</sup> century American artists. The collection includes paintings, prints, drawings, photographs, and sculpture.
- **Louisiana State Museum** is pursuing membership approval within their institution. As the museum is a state-operated entity, the agreement requires signature from the state government. This was discussed with David Bearman and addressed through the removal of two clauses (standard for other government contracts).

The AMICO Membership Committee has not been active since its informal creation at the February 2001 Executive Committee Meeting.

### Annual AMICO Contribution Schedule

September	Quarterly media update to distributors
October 1	Preliminary list of submissions due (core fields)
December	Quarterly media update to distributors
March 1	All Contributions due to AMICO
March	Quarterly media update to distributors
April	AMICO ships data to distributors
June	Quarterly media update to distributors
July 1	New annual edition of The AMICO Library available from distributors

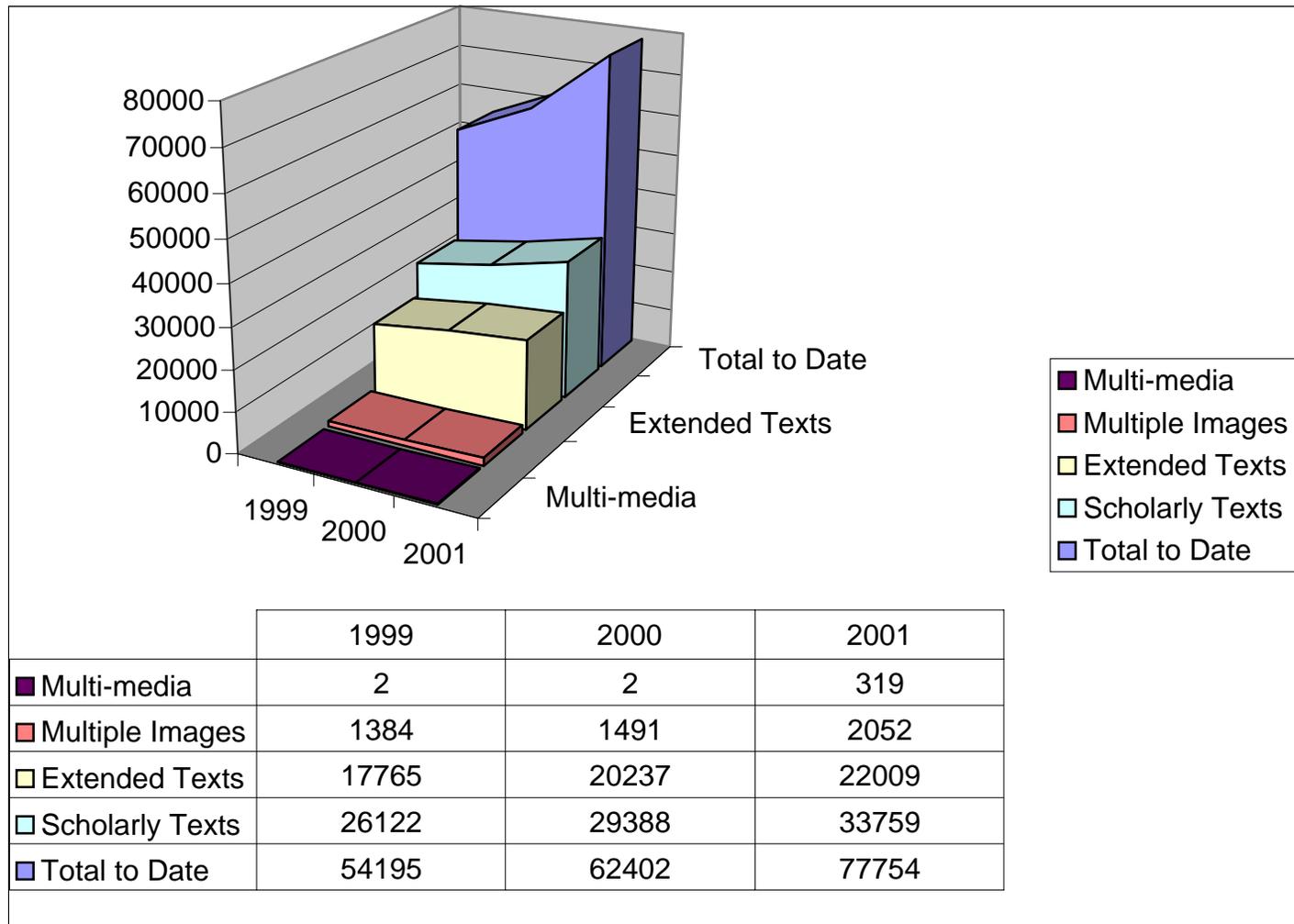
## 7. Membership and Library Development

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### Total Library Contributions by year by Member

Member	Total Valid	2002 (preliminary)	2001	2000	1999	1998
AGO_	3951	441	486	469	1001	1995
AIC_	1803	0	415	422	495	471
AKAG	1923	437	550	469	428	476
ASIA	277	0	0	0	99	178
BMFA	6867	1345	2038	0	1848	2981
CAI_	1093	1969	1093	0	0	0
CCP_	2553	672	500	701	279	401
CMA_	3656	727	776	777	523	966
DIA_	586	500	557	29	0	0
DMA_	406	1107	2	0	0	0
DMCC	381	0	0	0	331	50
FASF	12339	0	1247	920	5176	4996
GEH_	4516	802	829	761	515	1610
JPGM	1461	0	0	0	962	499
LACM	3882	553	1741	572	536	490
LOC_	20703	0	0	0	20703	0
MACM	126	0	52	0	0	74
MBAM	120	0	70	0	0	50
MCAS	433	160	274	0	0	0
MIA_	3479	561	927	984	537	470
MMA_	1224	0	349	875	0	0
NGC_	2150	0	615	122	279	1134
PAFA	10	0	10	0	0	0
PMA_	863	545	668	0	53	142
SAAM	2591	411	520	208	515	937
SFMO	2017	635	511	752	100	19
TFC_	301	0	0	0	301	0
TWAM	133	123	10	0	0	0
WAC_	1223	0	422	165	274	362
WMAA	1568	498	825	1	742	0
<b>Totals:</b>	<b>82635</b>	<b>11486</b>	<b>15487</b>	<b>8227</b>	<b>35697</b>	<b>18301</b>

Occurrences of Rich Records in The AMICO Library



**The AMICO Library™ Distribution Report**

Our exclusive agreement with RLG ended in August of 2001. Now other distributors may offer subscriptions to The AMICO Library™. As we reported in May of 2001, we negotiated a number of such distribution agreements to begin in the second half of 2001. While start-up in each case has proved longer than we anticipated, two new distributors, H.W.Wilson and VTLS, were able to offer trial access in December. All three new distributors (including SCRAN) will be offering full subscriptions to AMICO from January, 2002.

The effect of having more distributors, targeted at parts of the market that have not been priorities for RLG, will be to bring substantial new income to AMICO. As reflected in the FY03 budget projections, based on the projections made by the internal sales teams of each of these distributors, AMICO should see a near doubling of income in the coming year.

We have also begun preliminary discussions with EBSCO, the largest on-line service provider in the world, for service beginning in July 2002. If we are able to bring EBSCO-servicing of AMICO on-line in July 2002 as planned, we should see an additional \$100-\$150,000 in income.

**Distributors and the Communities They Serve**

Sector		Distributor	Status January 2002
Higher Education	Research Universities	RLG	renegotiated 2001
	State & Regional Networks	OhioLink	under renegotiation for extension beyond June 2002.
		University of Michigan	under renegotiation
		NYLink	5 year contract to June 2006
	Small Colleges & Regional Networks	H.W. Wilson	3 year contract from July 2001
		VTLS, Inc.	3 year contract from Oct. 2001
	Canada Higher Ed.	one or more of above	
	UK-Further Education	one or more of above	
Public Library	Art Reference	H.W. Wilson	3 year contract from July 2001
	Broad public access	AnswerBaseCorp	pending
Schools	UK schools network	SCRAN	live in January, 2002
	United States, K-12	EBSCO	under discussion
Individual Licenses	Single person	Questia	on indefinite hold

**Rationale for Multiple Distributors**

In addition to being able to better serve our many diverse communities, having multiple distributors of The AMICO Library™ fosters a competition that we hope will encourage the development of richer functional capabilities and toolsets. Because each AMICO Member has access to all Distributions of The AMICO Library, AMICO Members also have a greater variety of software tools.

Our experience to date shows it is probably too early to pronounce this strategy a complete success. Bringing alternate Distributors on-line has required an investment in developing their basic understanding of The AMICO Library and our requirements. However, having independent distributors has allowed us to reach many potential subscribers with a minimal investment.

**List of Current AMICO Library Subscribers by Continent**

**AUSTRALIA**

Australian National University  
Royal Melbourne Institute of  
Technology

**EUROPE**

**The Netherlands**

University of Leiden

**United Kingdom**

Buckinghamshire Chilterns University  
College  
Cheltenham & Gloucester College of  
Higher Education  
College of Ripon and York St. John  
Edinburgh College of Art  
Glasgow School of Art  
Leeds Metropolitan University  
The London Institute  
The Open University  
School of Oriental and African Studies  
The Surrey Institute of Art & Design  
Swansea Institute of Higher Education  
University of Brighton  
University of Glasgow  
University of Northumbria at Newcastle  
University of Oxford  
University of Sunderland  
University of Westminster  
University of the West of England, Bristol

**SOUTH AMERICA**

**Colombia**

Universidad de los Andes, Bogota

**NORTH AMERICA**

**Canada**

University of Alberta  
University of Regina, Saskatchewan  
University of Toronto, Ontario

**United States**

Anne Arundel Community College  
Antioch College  
Arizona State University  
Art Institute of Fort Lauderdale  
Art Institute of Pittsburgh  
Ashland University  
Athenaeum of Ohio  
Baldwin-Wallace College  
Bard College and Bard Graduate Center  
Belmont Technical College  
Bluffton College  
Boston College  
Bowling Green State University Brigham  
Young University  
California Polytechnic State University  
Capital University  
Carnegie Mellon University  
Case Western Reserve University  
Cedarville College  
Central Ohio Technical College  
(with OSU-Newark)  
Central State University  
Cincinnati Bible College and Seminary  
Cincinnati State Technical & Community  
College  
Clark State Community College  
Cleveland State University  
College of Mount St. Joseph  
College of Wooster  
Columbia University  
Columbus State Community College  
Cornell University  
Cuyahoga Community College  
Defiance College  
Denison University  
DePauw University  
Duke University  
Edison Community College  
Florida A&M University  
Florida Atlantic University  
Florida Gulf Coast University  
Florida International University  
Florida State University  
Franciscan University of Steubenville  
Frist Center for the Visual Arts  
Heidelberg College  
Hiram College

## 9. Subscriptions and Use of The AMICO Library

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Hocking College	Southern State Community College
Indiana University-Bloomington	Stark State College of Technology
Indiana University - Purdue University	(with KSU-Stark)
Indianapolis (IUPUI)	State Library of Ohio
Ithaca College	State University of New York, Albany
James Madison University	State University of New York, Buffalo
Jefferson Community College	Temple University
John Carroll University	Terra Community College
Kent State University	Tiffin University
Kenyon College	University of Akron
Lakeland Community College	University of Arizona
Lima Technical College (with OSU-Lima)	University of the Arts, Philadelphia
Lorain County Community College	University of Central Florida
Malone College	University of Cincinnati
Marietta College	University of Dayton
Marion Technical College	University of Findlay
(with OSU-Marion)	University of Florida
Medical College of Ohio	University of Illinois at Chicago
Miami University of Ohio	University of Illinois, Urbana Champaign
Mount Carmel College of Nursing	University of Louisiana at Lafayette
Mount Union College	University of Michigan
Mount Vernon Nazarene College	University of Nebraska - Lincoln
Muskingum Area Technical College	University of Nevada, Reno
(with OU-Zanesville)	University of North Carolina at Wilmington
Muskingum College	University of North Florida
North Central Technical College	University of Pennsylvania
(with OSU-Mansfield)	University of South Florida
Northeastern Ohio Universities College	University of Southern California
of Medicine	University of Toledo
Northern Arizona University	University of Virginia
Northwest State Community College	University of West Florida
Notre Dame College of Ohio	Urbana University
Oberlin College	Ursuline College
Ohio Dominican College	Vanderbilt University
Ohio Northern University	Washington State Community College
Ohio State University	Washington University in St. Louis
Ohio University	Wellesley College
Ohio Wesleyan University	Wesleyan University
Otterbein College	Western Michigan University
Owens Community College	Wilberforce University
Pacific Northwest College of Art	Wilmington College
The Pennsylvania State University	Wittenberg University
Princeton University	Wright State University
Rice University	Xavier University
Rio Grande Community College	Youngstown State University
Rochester Institute of Technology	
Rutgers University	
School of the Visual Arts, New York	
The School of the Art Institute of Chicago	
Shawnee State University	
Sinclair Community College	
Skidmore College	

Total Number of Subscribing Institutions: 162

**Nylink Trial Subscriptions**  
(from Nov 15 – Dec 18)

**4 Year-Colleges/Universities**

Bennington College  
Berkeley College  
Buffalo State College  
Colgate University  
CUNY- Brooklyn College  
CUNY- Hunter College  
Elmira College  
Hamilton College  
Hartwick College  
LeMoyne College  
Long Island University - Brooklyn Campus  
Long Island University - C.W. Post Campus  
Long Island University - Southampton  
Molloy College  
Nazareth College  
New York Institute of Technology  
Otis College of Art & Design  
Queens College  
Rensselaer Polytechnic Institute  
Sarah Lawrence College  
Siena College  
St. Joseph's College  
SUNY Cortland  
SUNY Geneseo  
SUNY Institute of Technology at Utica  
SUNY New Paltz  
SUNY Potsdam  
SUNY Purchase  
Utica College  
Yeshiva University

**2 Year-Colleges/Universities**

Alfred State College  
Bank Street College  
Dutchess Community College  
Fulton-Montgomery Community College  
SUNY College at Oneonta

**K-12 Schools**

Allen-Stevenson - Ball Memorial School  
Berkeley Carroll School  
Capital District BOCES, including:  
Schalmont Middle School  
Shenendehowa HS East  
Albany Academy for Girls  
Van Antwerp Middle School Library  
Central Park Middle School Library  
Acadia Elementary School Library  
Colonie High School Library  
Brown School  
Draper Middle School  
Red Hook High School Library

**Museum/Archive/Research Institution:**

American Museum of Natural History

**Public Libraries**

Patchogue-Medford Library

**51 institutions participating to  
December 19, 2001.**

## 9. Subscriptions and Use of The AMICO Library

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### Subscriber Update

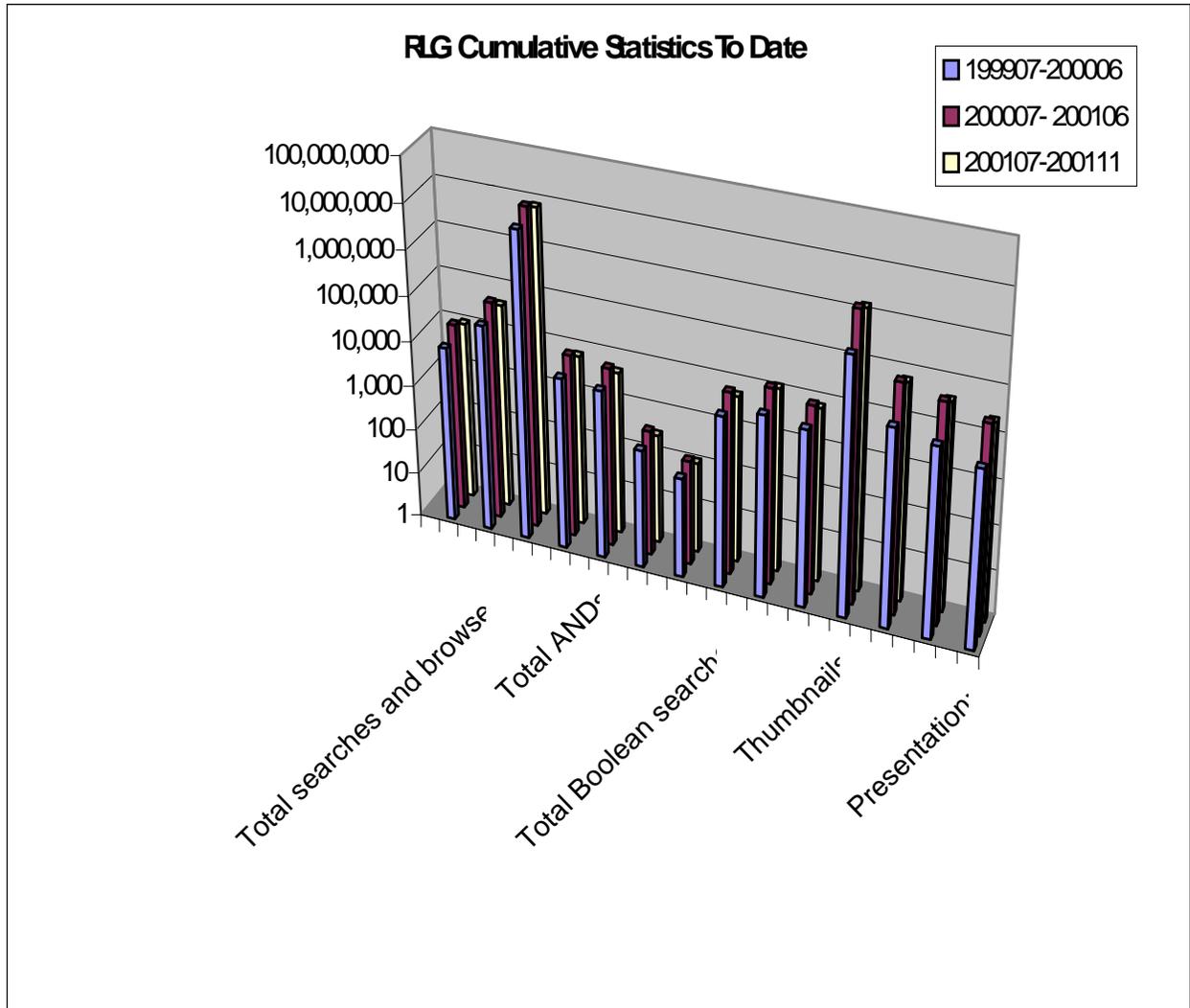
Most institutions that subscribe to The AMICO Library™ do so individually, even if they belong to a number of consortia that could subscribe collectively.

AMICO has negotiated agreements with several major groups of institutions.

### Consortial Subscriptions

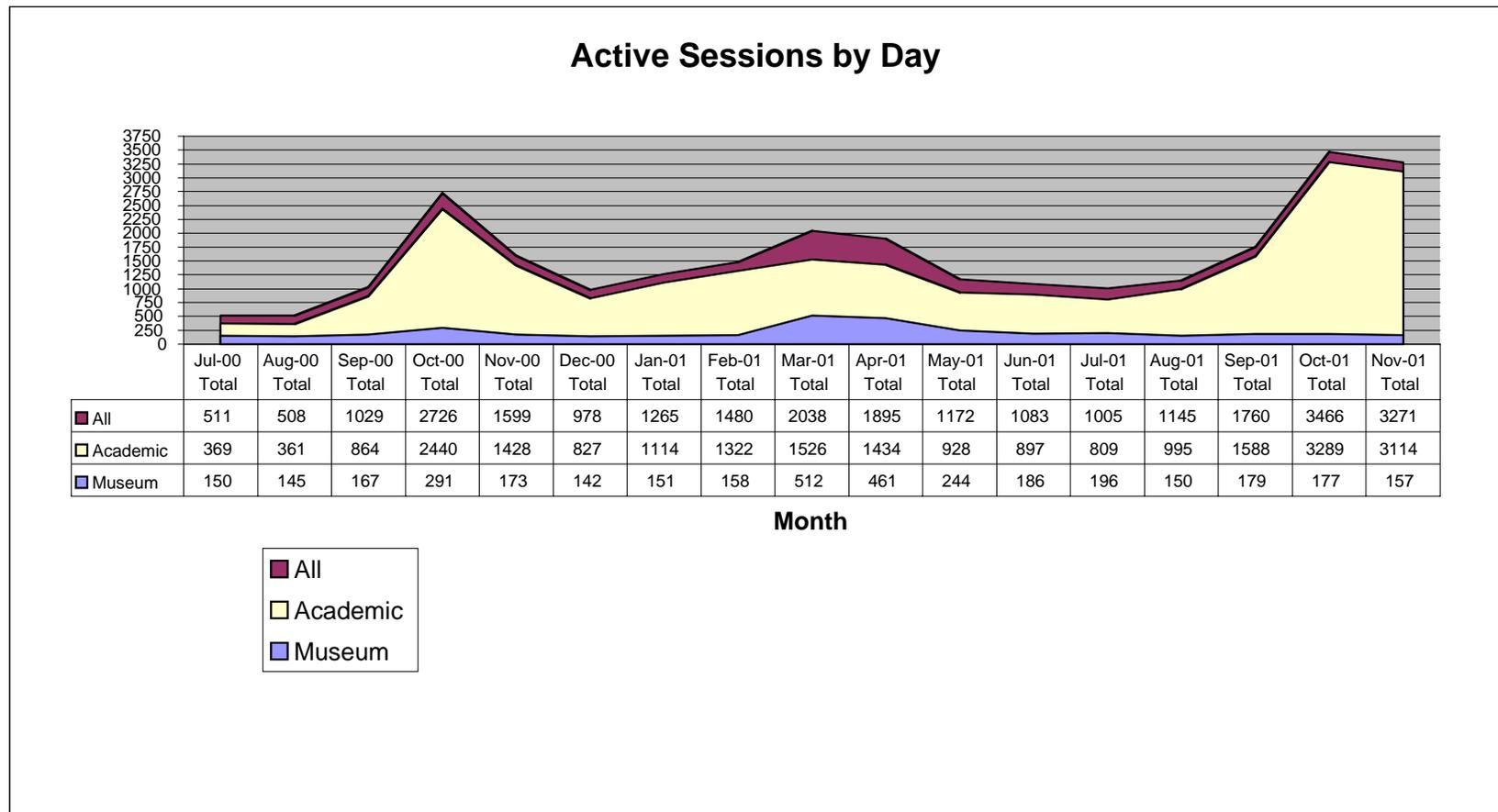
Network	Members	Contract/Terms	Projects/Goals
Nylink (New York Library Network)	> 6000 libraries in New York state	1 million FTEs over 5 years	<ul style="list-style-type: none"><li>• VTLS &amp; Wilson offering trial subscriptions for Nylink members at 50% discount (Nov – Dec, 2001)</li><li>• VTLS &amp; Wilson accepting regular subscriptions for Nylink as of January, 2002</li><li>• Setting up individual subscribers at 50% discount</li></ul>
OhioLINK (Ohio Library Network)	79 universities in Ohio	renegotiating according to terms of other consortia	<ul style="list-style-type: none"><li>• Renegotiation to be completed as soon as possible so as not to interrupt access</li></ul>
JISC (Joint Information Systems Committee, UK)	120 universities in the UK of which 18 with 360,202 undergraduates have signed up	<ul style="list-style-type: none"><li>• original contract thru RLG expired October 2001</li><li>• renewed thru Oct. 2003 thru RLG <i>and</i> SCRAN</li></ul>	<ul style="list-style-type: none"><li>• future renewal dependent on number of UK institutions subscribing (all covered, but not all will sign up)</li><li>• must promote subscriptions <i>actively</i> to ensure significant increase in numbers before October 2003</li></ul>

## 9. Subscriptions and Use of The AMICO Library

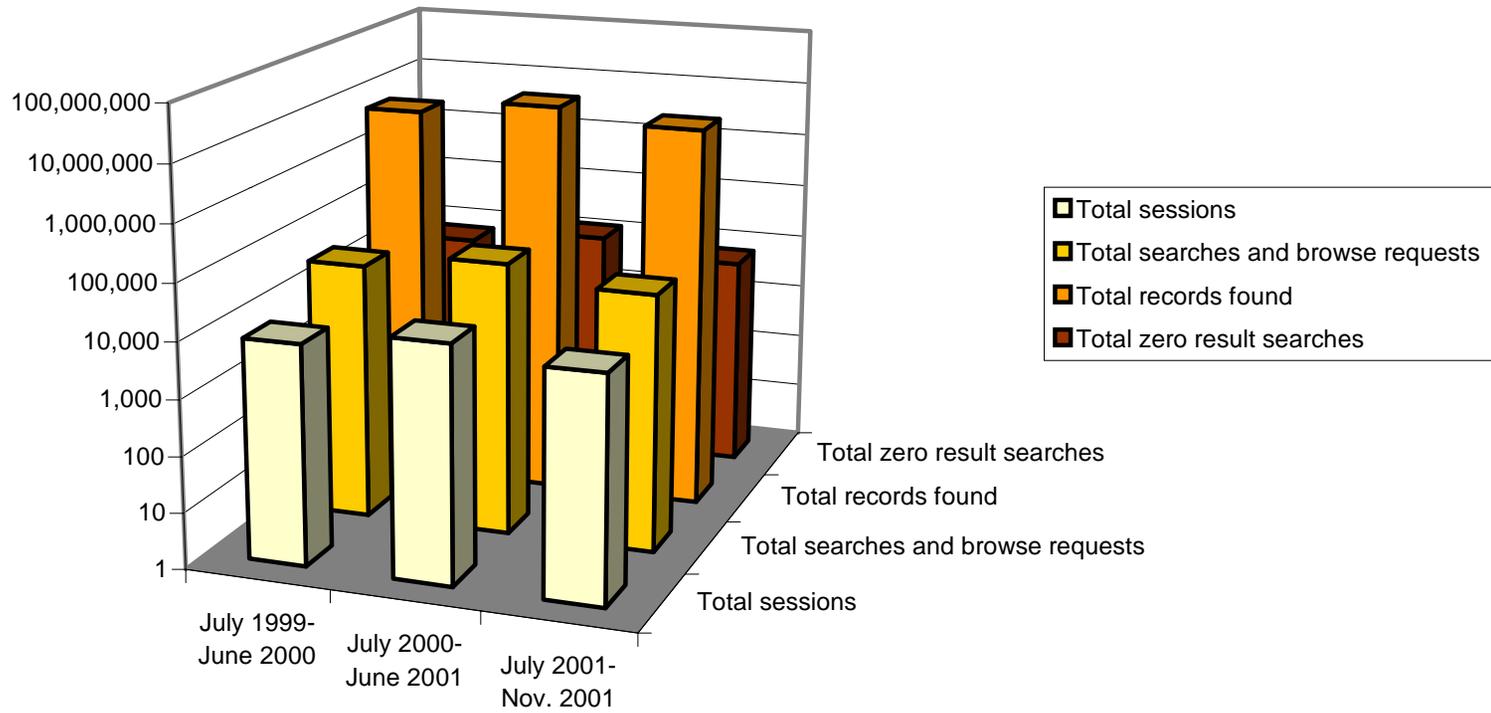


All institutions	199907- 200006	200007- 200106	200107- 200111
Total sessions	8,451	16,149	9,817
Total searches and browse requests	40,541	76,196	38,630
Total records found	7,128,764	13,158,087	7,720,183

9. Subscriptions and Use of The AMICO Library



### Sessions and Records Found



	July 1999-June 2000	July 2000-June 2001	July 2001-Nov. 2001
Total sessions	8,451	16,149	9,817
Total searches and browse requests	40,541	76,196	38,630
Total records found	7,128,764	13,158,087	7,720,183
Total zero result searches	6,722	12,351	6,665

## 10. Other Organizations

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### AMICO and ArtSTOR

To help the Executive Committee devise a strategy vis à vis the Mellon's ArtSTOR project, we have summarized salient aspects of each organizations activities here.

There are differences in the way we are governed and operate. Some of these are of philosophical importance and quite fundamental. Others may be considered more operational.

	<b>AMICO</b>	<b>ArtSTOR</b>
<b>Governance</b>	By Members (institutions with collections of art)	By the Mellon at start-up, eventually through an independent Board
<b>Financing</b>	Member-funded start-up; subscriptions source of ongoing revenue	Mellon-funded startup; subscriptions source of ongoing revenue.
<b>Rights</b>	Annual licenses acquired from Members and through rights societies	Seeking perpetual & assignable rights to digital content funded by Mellon. Claiming it will publish other content using the fair use exemption to copyright law.
<b>Content</b>	Of Members' collections	Art history "cannon"
<b>Content Enhancement</b>	Ever-changing (and hopefully improving) property of its Members who own the actual art objects	Secondary documentation treated as library holding without on-going relationships to owners
<b>Collection Development</b>	Members identify priorities for inclusion of works from own collections.	Specific works identified to digitize
<b>Distribution</b>	Various on-line service providers act as Distributors.	Will develop and manage its own distribution system
<b>Audience</b>	Broadly defined to include inter-disciplinary college/university students and scholars, K-12 teachers and students and public library patrons	Oriented predominantly toward scholars in art history

*If ArtSTOR were interested in an alliance with AMICO that respected those elements of the above differences that the Board felt were important, there would be a few financial, organizational and practical matters to address.*

#### **Financial**

- *AMICO has expended \$1,621,000 to build the current library (including the accumulated debt of about \$450,000).*
- *AMICO has future contracts valued at over \$750,000 (Nylink and JISC).*
- 

#### **Organizational**

- *AMICO does not own the underlying intellectual property in The AMICO Library™, and cannot assign the rights it does have to any other institution.*
- *AMICO has obligations to its distributors in terms of multi-year contracts and commitments arising from their having made investments in AMICO delivery.*
- *AMICO has obligations to rights holders (artists societies) for works of twentieth century art represented in The AMICO Library and to its Members for their works.*

#### **Practical**

- *Many practical issues would have to be resolved in aligning, merging or partnering with ArtSTOR : these include policies and procedures, technical strategies, Library delivery methods, collection development, location of operations, funding, and staffing levels.*

## 10. Other Organizations

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### Scenarios for AMICO/ArtSTOR Collaboration

#### I. ArtSTOR as Distributor of The AMICO Library

ArtSTOR could become a Distributor of the AMICO Library, under the same terms as other Distributors:

- Distributors are non-exclusive providers of The AMICO Library™
- Distributors pay AMICO an annual license fee based on numbers of users (on a scale set for all Distributors each year)
- Distributors may charge a fee for subscription to The AMICO Library that is no greater than the royalties paid to AMICO annually

AMICO cannot provide the contents of the AMICO Library to another Distributor at a rate more favorable than those provided to existing Distributors, unless we are willing to abrogate all existing contracts.

*Cost to ArtSTOR: Buyout of all existing Distribution contracts.*

*Cost to AMICO: Risk of future income guaranteed through diversity of Distribution channels.*

AMICO cannot afford to have an agreement with a sole Distributor unless that Distributor was able to remit to AMICO annually the equivalent of the income AMICO would obtain from multiple avenues.

*Cost to ArtSTOR: Annual grant to AMICO commensurate to annual budget*

*Cost to AMICO: Loss of independence; dependence on single budget source.*

#### II. AMICO as a Broker of Museum Content and Rights

Under our current Membership Agreements, AMICO does not own rights to the documentation of works contributed to The AMICO Library. We have a limited right to incorporate Member digital documentation into The AMICO Library™ for distribution under education licenses.

If ArtSTOR wanted to acquire rights to specific works in AMICO Member museums, it would currently have to go to each museum.

AMICO could ask its Members for authority to negotiate on their behalf to provide the documentation to ArtSTOR, and to solicit funding on their behalf for digitization from ArtSTOR so that Members could to create multimedia documentation of specific works.

However, ArtSTOR wants perpetual and assignable rights, terms that museums have not agreed to readily previously, and that we do not feel AMICO promote.

*Cost to ArtSTOR: Change in terms of agreement to limit term and assignability*

*Cost to AMICO: Loss of identity as consortium.*

AMICO would have to adjust collection development policies to meet ArtSTOR's pedagogical focus.

*Cost to ArtSTOR: Grants to support digitization of requested works from Member collections*

*Cost to AMICO: Loss of independence in collections development.*

*Added administrative burden of coordination of digitization*

#### III. ArtSTOR as supporter of AMICO activities

*ArtSTOR could work with AMICO and AMICO Members to meet our common goals of enabling educational use of digital representation of works of art. ArtSTOR could support AMICO's activities with grant funding, so that we could reduce the subscription fees required, and encourage broader use of The AMICO Library.*

### AMICO Governance Proposal

AMICO was formed in 1997 by 22 museums who adopted a model of governance in which each member institution had a position on the Board of Directors. As the membership has grown and the organization has matured, the need for full Board representation of each Member, and the practicality of a Board comprised of a representative from each Member, has lessened.

It is now time to change the Board-of-the-whole to a smaller, elected Board of Directors. By reducing the number of Board members and electing a smaller Board, AMICO can replace the current Executive Committee, thereby simplifying its governance structure.

*PROPOSAL: The Executive Committee should put the following proposal, together with a slate of candidates, to the Board at its next meeting (likely to be held in conjunction with CAA in Philadelphia, March 2002 as we will not have a quorum at AAMD).*

#### **PROPOSAL: The AMICO By-laws should be revised to reflect:**

- *The Board of Directors of AMICO shall consist of 13 members, elected by the membership of the consortium from institutions in good standing. Terms of Board members shall normally be three years, with initial terms staggered to ensure that the Board has an annual turn-over of at least four members.*
- *A quorum of the Board, consisting of at least 5 members, shall be required for the conduct of any business. Each member of the Board shall have one vote, which can be exercised by proxy, by a designated representative, or in person.*
- *The Board of Directors shall select a Chairman, Vice-Chairman, Treasurer, and Secretary from its membership.*
- *Candidates to the Board of Directors shall be nominated by a Nominating Committee established by the Board. Candidates for the initial Board of Directors shall be nominated by a Nominating Committee of the existing Executive Committee of the Board.*
- *The Board of Directors shall hire and fire its Executive Director and General Counsel. The Executive Director shall report to the Board and be responsible for supervising all employees of AMICO Inc., except for the General Counsel.*
- **Please see the marked-up version of the ByLaws, revised to reflect these proposals.**

**BYLAWS OF  
THE ART MUSEUM IMAGE CONSORTIUM**

**Version 1.0 June 1, 1998**  
**[With Proposed Revisions, January 2002](#)**

**ARTICLE I Name**

The name of the corporation shall be the Art Museum Image Consortium ("AMICO"), hereafter referred to as AMICO.

**ARTICLE II Purpose**

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 Library"); (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 and educational institutions; (3) by fostering and promoting education and advancing knowledge in areas related to the AMICO Library, including scholarship in the arts, humanities, informational sciences, and social sciences; and (4) by engaging in such other and further activities as may be necessary and proper to accomplish these purposes, including the raising of funds through grants, gifts, devises, bequests or otherwise for carrying out these purposes.

**ARTICLE III Membership**

**Section 3.01 Classes of Members.**

There shall be one class of members possessing voting rights. Any number of additional classes of non-voting members may be established by the Board of Directors.

**Section 3.02 AMICO Members and Representatives.**

A. Full AMICO Members. Any accredited museum or non-profit institution holding works of art may become a full Member of AMICO by agreeing to abide by terms and conditions set forth in the AMICO Full Membership Agreement and with such other policies and procedures governing Full AMICO Membership as the Board of Directors may adopt from time to time. Full Members shall be the only class of members possessing voting rights. Each Full Member shall designate a Primary Representative and may designate one or more additional representatives.

B. Termination of Membership. Any AMICO Member that fails after adequate notice to abide by the terms and conditions of the applicable AMICO Membership Agreement, or ceases to have a Representative in good standing, may be suspended or terminated by a majority vote of the Board of Directors. A Representative of an AMICO Member may resign or withdraw from AMICO by filing a written letter of resignation.

**ARTICLE IV Board of Directors**

**Section 4.01 General Powers.**

The Board of Directors shall set the policies of and supervise, manage and control the affairs and activities of AMICO.

## 11. AMICO Governance

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### Section 4.02 Number and Qualification.

~~The initial Board of Directors shall be those twenty three (23) individuals named in the Articles of Incorporation. The number of directors may be set from time to time by amendment to the Bylaws but shall never be less than eleven (11). No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.~~ The Board of Directors of AMICO shall consist of 13 members, elected by the membership of the consortium from institutions in good standing. Directors need not be residents of the District of Columbia.

### Section 4.03 Election and Term of Directors.

A. Candidates to the Board of Directors shall be nominated by a Nominating Committee.

~~B. Initial Board. The first Board of Directors shall consist of those persons named as initial directors in the Articles of Incorporation. Such persons shall hold office until the first annual election of directors at which at least one half of such officers shall be elected for an additional term of one year.~~ Terms of Board Members shall normally be three years, with initial terms staggered to ensure that the Board has an annual turn-over of at least four members.

B. Election. Directors shall be elected by the affirmative vote of a majority of the members.

### Section 4.04 Vacancies.

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the directors then in office though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified.

### Section 4.05 Removal of Directors.

A Director may be removed with or without cause at any time by action of the Board, provided that such notice of the Board's proposed action is included in the notice of the meeting at which such vote is taken.

### Section 4.06 Resignations.

Any Director may resign at any time by giving written notice to the Board or to the Chairman or Secretary. Such resignation shall take effect at the time specified in such notice or on receipt of the notice if no time is specified. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.

### Section 4.07 Quorum of Directors and Manner of Acting.

~~Unless a greater proportion is required by law or these Bylaws, one third of the number of directors then in office shall constitute a quorum for the transaction of business.~~ A quorum of the Board, consisting of at least 5 members, shall be required for the conduct of any business. Each member of the Board shall have one vote, which can be exercised by proxy, by a designated representative, or in person. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

### Section 4.08 Annual Meeting.

A meeting of the Board of Directors shall be held at least once each year. The Board shall designate the time and place of such meeting as early as possible, but not less than sixty (60) days prior to the meeting. Notice of the annual meeting shall be provided to all AMICO Members in accordance with Section 4.09 of this Article IV.

### Section 4.09 Notice.

## 11. AMICO Governance

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Whenever notice is required to be given under any provision of these Bylaws, it may be given by written notice, 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 given on the fifth business day following the day of mailing if mailed postage prepaid.

### **Section 4.10 Waiver of Notice.**

Any director may waive notice of any meeting, either before or after the time of notice would have been required. A director's attendance at any meeting shall constitute waiver of notice of such meeting, excepting such attendance at a meeting by the director for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. Except as specifically required by the Articles of Incorporation, or these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice, or waiver of notice, of such meeting.

### **Section 4.11 Informal Action by Directors.**

Any action required or permitted to be taken by the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors authorizing the action. Such consent shall have the same force and effect as a unanimous vote. The signed document setting forth such consent by all the directors shall be filed with the minutes of proceedings of the Board.

### **Section 4.12 Electronic Meetings.**

Any or all directors may participate in a meeting of the Board or of a committee of the Board by means of conference telephone, computer networking, or other any electronic means provided, however, that all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

### **Section 4.13 Compensation of Directors.**

AMICO shall not pay any compensation to directors for services rendered to AMICO, except that directors may be reimbursed for expenses reasonably incurred in the performance of their duties to AMICO. A person serving as a director may be compensated for services provided to AMICO in any other capacity.

## **ARTICLE V Committees**

### ~~**Section 5.01 — Executive Committee.**~~

~~The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint an executive committee to consist of not less than five (5) directors. The executive committee shall, to the extent provided in such resolution, have and exercise all the powers of the Board of Directors during the intervals between the meetings of the Board, and shall fix its own rules of procedure. Such committee shall keep a record of its proceedings, which shall from time to time be reported to the full Board. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any legal responsibility.~~

### **Section 5.02<sup>1</sup> Establishment of Committees Other Than Executive Committee.**

The Board of Directors may designate rules for participation in and appoint and assign duties to one or more committees as shall be deemed necessary to advance the purposes of AMICO and to carry out its activities. Such committees may be either standing or special. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any legal responsibility.

### **Section 5.02 Nominating Committee**

## 11. AMICO Governance

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Candidates to the Board of Directors shall be named by a Nominating Committee established by the Board.  
[Pending this change: Candidates for the initial Board of Directors shall be nominated by a Nominating Committee of the existing Executive Committee of the Board.]

### ARTICLE VI Officers, Agent and Employees

#### Section 6.01 Officers.

The officers of AMICO shall consist of a Chairman, a Vice-Chairman, a Secretary and a Treasurer. Any two or more offices may be held by the same person except the offices of Chairman and Secretary shall be held by different persons.

#### Section 6.02 Election and Term of Office.

~~The officers shall be elected at each annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.~~The Board of Directors shall select the officers from its membership. The Chairman, Vice-Chairman, Secretary and Treasurer shall be elected for terms of two (2) years each. Each person so selected shall hold office for the term for which he is selected, and until his successor has been selected ~~and qualified~~. Officers may serve for more than one term. The selection and appointment of an officer shall not of itself create contract rights.

#### Section 6.03 Resignation.

Any officer may resign at any time by giving written notice to the Board or to the Chairman or Secretary. Any such resignation shall take effect at the time of receipt or such later time as therein specified and, unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

#### Section 6.04 Removal.

Any officer may be removed by the Board of Directors whenever in its judgment the best interest of AMICO will be served thereby; provided, however, that removal of an officer shall be without prejudice to his contract rights, if any.

#### Section 6.05 Vacancies.

A vacancy in any office may be filled for the unexpired portion of the term by the Board at any meeting.

#### Section 6.06 Powers and Duties of Officers.

Subject to the control of the Board of Directors, all officers as between themselves and AMICO shall have authority and perform such duties in the management of the affairs of AMICO as may be provided by these Bylaws or by resolution of the Board not inconsistent with these Bylaws and, to the extent not so provided, as generally pertain to their respective offices.

A. Chairman. The Chairman shall be Chief Executive Officer of AMICO. The Chairman shall preside at all meetings of the Board of Directors and, subject to the supervision of the Board of Directors, shall perform all duties customary to that office and shall supervise and control all of the affairs of AMICO in accordance with such policies and directives as may be established by the Board. The Chairman may delegate authority and responsibility but shall remain fully accountable to the Board.

## 11. AMICO Governance

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B. Vice-Chairman. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice-Chairman shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe by standing or special resolution, or as the Chairman may from time to time provide, subject to the powers and supervision of the Board of Directors.

C. Secretary. The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall see to it that all notices required by these Bylaws or by law are given, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of AMICO, and shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by his signature. The Board may give authority to any officer to affix the seal of AMICO and to attest the affixing by his signature.

D. Treasurer. The Treasurer shall have the custody of, and be responsible for, all funds and securities of AMICO. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or director of AMICO.

E. Executive Director. The Board of Directors ~~may shall~~ select an Executive Director and General Counsel. The Executive Director shall perform such duties as are provided by these Bylaws and as are delegated to the Executive Director by the Chairman, or the Board of Directors ~~or the executive committee~~. Without prejudice to the complete authority of the Board of Directors to manage the affairs of AMICO, the Executive Director shall hire, direct, and discharge all agents and employees, except for the General Counsel, and fix their salaries subject to the budget authorized by the Board of Directors. The Executive Director may, under the direction of the Chairman or other officer of AMICO, act for them as they deem appropriate and shall perform such other duties as shall be required by the Board. In the event that the office of Executive Director is not filled, the Chairman shall perform the duties outlined above.

### **Section 6.07 Agents and Employees.**

The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal shall be without prejudice to such person's contract rights, if any. The appointment of such person as an agent or employee shall not itself create contract rights.

### **Section 6.08 Compensation of Officers, Agents and Employees.**

AMICO may pay compensation in reasonable amounts to officers for services rendered, such amounts to be fixed by the Board. AMICO may pay compensation in reasonable amounts to agents and employees for services rendered, such amount to be fixed by the Board or, if the Board delegates such power to any officer or officers, then by such officer or officers. The Board may require officers, agents or employees to give security for the faithful performance of their duties, for which they shall be reimbursed.

## **ARTICLE VII Miscellaneous**

### **Section 7.01 Location of Offices.**

The principal office of AMICO shall be located at such place as the Board of Directors shall from time to time designate, in or outside the District of Columbia. AMICO may maintain additional offices at such other places as the Board may designate. AMICO shall have and shall continuously maintain in the District of Columbia a registered office at such place as may be designated by the Board of Directors.

## **11. AMICO Governance**

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### **Section 7.02 Fiscal Year.**

The fiscal year of AMICO shall be from July 1<sup>st</sup> through June 30th unless otherwise determined by the Board of Directors.

### **Section 7.03 Corporate Seal.**

The corporate seal of AMICO shall be in circular form, shall have the name Art Museum Image Consortium inscribed thereon and shall contain the words "Corporate Seal" and "District of Columbia" and the year the corporation was formed in the center, or shall be in such form as may be approved from time to time by the Board of Directors.

### **Section 7.04 Contracts and Other Documents.**

The Board may, except as otherwise required by law, the Articles of Incorporation, or these Bylaws, authorize any officer or agent of AMICO, to enter into any contract or execute and deliver any instrument or document on behalf of AMICO. Such authority may be general or confined to specific instances. The Board may delegate this power to the Chairman, on such terms as it may prescribe.

### **Section 7.05 Checks, Drafts and Other Financial Instruments.**

All checks, drafts, loans or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of AMICO shall be signed by such officer or agent of AMICO and in such manner as shall be from time to time determined by the Board. The Board may delegate this power on such terms as it prescribes. In the absence of such determination, the Treasurer and/or the Chairman shall sign such instruments.

### **Section 7.06 Books and Records.**

AMICO shall keep at its registered office in the District of Columbia, (1) correct and complete books and records of account, and (2) minutes of the proceedings of the Board of Directors and any committees having any authority of the Board.

### **Section 7.07 Loans to Directors and Officers.**

AMICO shall make not loans to its directors and officers.

## **ARTICLE VIII Amendment of Articles and Bylaws**

The Articles of Incorporation of AMICO may be amended by a two-thirds vote of the directors then in office. The Bylaws of AMICO may be adopted, amended or repealed by a majority vote of the directors then in office.

## **ARTICLE IX Indemnification and Insurance**

AMICO shall, to the full extent permitted by law, indemnify any director or officer, and any former director or officer, and any person who may have served at its request as a director or officer of another corporation, and may, by resolution of the Board of Directors, indemnify any employee, against any and all liability, damage, loss, cost or expense, including reasonable attorney's fees, costs, and other expenses actually and necessarily incurred or imposed in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) to which he may be or is made a party by reason of being or having been such director, officer, or employee; subject to the limitation, however, that there shall be no indemnification in relation to matters as to which he shall be adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to AMICO for damages arising out of his own negligence or misconduct in the performance of a duty to AMICO.

The members of the Board of Directors who are not parties to such action, suit, or proceeding (the "disinterested directors") shall determine in each instance whether the conditions for indemnification

## 11. AMICO Governance

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specified in this section have been met, provided that a sufficient number of disinterested directors are present to constitute a quorum of the whole Board of Directors. If no such quorum can be assembled, or at the option of the Board of Directors, in the exercise of which all directors shall be eligible to participate, the determination shall be made by independent counsel in a written opinion.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such director, officer, or employee may be entitled to under any statute, Bylaw, agreement, vote of the Board of Directors, or otherwise and shall not restrict the authority of AMICO to make any indemnification permitted by law. The Board of Directors may authorize the purchase of insurance on behalf of any director, officer, employee, or other agent against any liability asserted against or incurred by him which arises out of such person's status as a director, officer, employee, or agent of AMICO.