

## **Artists' Frequently Asked Questions**

### **Why do AMICO Members Ask Artists for Rights?**

Many contemporary works of art are under copyright. To make images of copyrighted works in their collection available for educational use, AMICO Members need the artists' or copyright holders' permission. To facilitate this AMICO has come to an agreement with the Artists Rights Society (ARS). AMICO pays a proportional royalty to ARS enabling AMICO Members to contribute copyrighted works of art by artists and estates represented by ARS into the AMICO Library without individually contacting copyright holders. (ARS does this.) Artists and estates not represented by ARS may be contacted individually.

### **What Rights do AMICO Members Wish to Secure?**

Artists and copyright holders are asked to give a non-exclusive, limited license to AMICO Members to use reproductions of their works for educational purposes, including contribution to the AMICO Library. AMICO Members ask for the right to reproduce the work (make a digital image), distribute copies of it (as part of the Library), publicly display it (e.g. project it in a classroom), and to create derivative works based on the work (to sample digital images for distribution).

### **Why Do AMICO Members Make Derivative Works?**

In order to distribute the AMICO Library, many different sizes of digital image are needed. Each one of these could be considered a derivative work. We need explicit permission to do this.

### **Can Users Make Adaptations of an Artist's Work?**

Yes, under limited conditions. AMICO Agreements allow users to make certain kinds of modifications to the images in the AMICO Library. For example, a teacher could draw a diagram over a painting to illustrate its composition, a student could incorporate a work into a larger multimedia project, or a researcher could crop details from images to compare works of art. Adaptations must be for educational purposes and can't be redistributed.

### **What About Artists' Moral Rights?**

AMICO Members and Library users respect the moral rights of artists. These are: the right of *attribution*, to be acknowledged as the creator of a work; the right to *prevent misuse of an artist's name*, as creator of a work s/he didn't make, or of a work that has been distorted, or modified in a manner prejudicial to the artist's honor or reputation; and the right of *integrity*, to prevent intentional distortion or modification prejudicial to the artist's honor or reputation, and to prevent the destruction of a work of recognized stature. AMICO's agreements identify these rights, require designated users to respect them and ask that subscribing institutions have electronic information use policies and educate users about intellectual property rights.

### **Can Works in the AMICO Library be Published?**

No. AMICO Agreements prevent the redistribution of works in the Library, either through traditional publication or via the Web. Publishing requires separate permission from the copyright holder.

### **Can Artists Have Access to the AMICO Library?**

Contemporary artists affiliated with subscribing institutions can have access through those institutions. Unaffiliated artists, whose works are represented in the Library, can have access to the entire Library through an AMICO Member.

Contact AMICO at [info@amico.org](mailto:info@amico.org) for more information.