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AMICO Library Public Library Agreement

This Agreement sets forth terms and conditions under which a public library (“Subscriber”) named _____ may receive access to and use the AMICO Library, the collective digital library of visual and documentary resources of the Art Museum Image Consortium (“AMICO”), a nonprofit corporation with offices located at 2008 Murray Ave, Suite D, Pittsburgh, Pennsylvania, 15217. By agreeing to abide by all the terms and conditions of this Agreement, a qualified public library becomes eligible to receive access and use the AMICO Library as a public library subscriber.

Terms and Conditions

1. Definitions

“AMICO Distributor” means any organization authorized by AMICO to provide delivery and support services for the AMICO Library.

“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 documentation of a work of art in the AMICO Library.

“Designated User” means any person authorized by the Subscriber to receive access to the AMICO Library under the terms and conditions of this Agreement.

“Subscriber” means a qualified public library 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, scholarship, and personal use.

3. Intellectual Property Rights

The AMICO Library, all of the AMICO Works contained in the AMICO Library, and other materials related to the AMICO Library are protected under U.S. copyright law and other applicable intellectual property and proprietary information laws. 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.

4. 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 condition of this Agreement.

5. Designated Users

Subscriber may designate users that may receive access to and use the AMICO Library under the terms and conditions of this Agreement. Designated users may include Subscriber staff and Library patrons (card holders) authorized to borrow from the Subscriber's collection. This agreement does not permit access to and use of the AMICO Library by the following groups: independent contractors and consultants to the library, staff and patrons of other libraries affiliated with Subscriber through a network or consortia of libraries to which the Subscriber belongs.

6. Access and Use of the AMICO Library

Access to and use of the AMICO Library under this Agreement is exclusively for education, research, scholarship, and personal use of the Subscriber and its Designated Users. Publication, redistribution, systematic copying, long term storage, or any commercial use of any AMICO Works or materials, in whole or in part, is strictly prohibited. Access to the AMICO Library may be means of controlled workstations located at the Subscriber's facilities. Patrons who are not library card holders, but who are permitted by its regulations to consult the collection on-site, may also consult the AMICO Library from on-site Subscriber-controlled workstations Access from locations other than an on-site, Subscriber controlled workstation is only permitted upon verification of the Library Patron's status as an authorized library patron with borrowing privileges. The specific technical means employed in exercising user authentication must be accepted, in writing, by AMICO.

7. 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 library resources, which shall include policies and procedures for handling any known instances of unauthorized use or infringement of licensed resources, including terminating library borrowing and use privileges for instances of knowing and willful misconduct and for repeat offenders. Subscriber shall promptly notify AMICO and fully investigate any instances of unauthorized use or infringement of the AMICO Library of which it learns or is notified. Subscriber shall take all reasonable steps to cause any unauthorized use or infringement to cease immediately. 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.

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 come into force upon receipt by AMICO, which shall notify Subscriber of such receipt and 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 at least 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.

10. 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.

On behalf of _____[Subscriber], I agree to the terms and conditions set forth in this Agreement.

Signature: _____

Name: _____

Title: _____

Institution: _____

Address: _____

City/State/Postal Code: _____

Phone: _____

Fax: _____

Email: _____

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