



## **Public Library Subscription Agreement**

This Agreement sets forth terms and conditions under which a public library ("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, a qualified public library becomes eligible to receive access and use The AMICO Library™ as a 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 the Subscriber to receive access to The AMICO Library™ under the terms and conditions of this Agreement.

"Library Patrons" means current holders of library cards issued by the Subscriber, who are authorized to borrow materials from the Subscriber's own collection.

"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, and scholarship. 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. Adaptation of AMICO Works is not authorized under this Agreement. 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 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. Designated users may include Subscriber employees and Library Patrons. 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, tenants, or anyone paying fees solely to use Subscriber facilities.

#### **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 Wide Web), or any commercial use of any AMICO Works or materials, in whole or in part, is strictly prohibited. Access to The AMICO Library™ by means of controlled workstations located at the Subscriber's facilities may be provided for visitors who are not Library Patrons, but who are permitted by its regulations to consult the collection on-site. Access from locations other than an on-site, Subscriber-controlled workstation is only permitted upon verification of the Library Patron's current borrowing privileges. The specific technical means employed in exercising user authentication must be accepted, in writing and in advance of implementation or change, by AMICO.

## 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 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. 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™. 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. 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.

## 8. 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 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. 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.

## 9. 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 M5S 1A5 Canada.

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

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

\_\_\_\_\_  
[Print Representative 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]

J. Trant  
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\_\_\_\_\_  
Date