

The Art Museum Image Consortium (AMICO): Collective Licensing of Digital Art Content for Educational Use

Steps are being taken to form an Art Museum Image Consortium (AMICO) to collectively administer the educational licensing of the digital intellectual property of North American museums for the mutual benefit of museums and institutions of education. During February and early March, 77 representatives of 37 museums whose directors are members of the (160+ member) Association of Art Museum Directors (AAMD), held online discussions and a face-to-face meeting toward this end.

The online discussion, hosted by the Art Museum Network, (www.amn.org), AAMD's Internet site was moderated by Jennifer Trant and David Bearman of Archives & Museum Informatics who have been retained by the Art Museum Network, on behalf of the AAMD, to manage the evolution of AMICO. On March 20, approximately 50 representatives of the 37 museums met to review three agreements drafted by Archives & Museum Informatics based on their experience with the Museum Site Licensing Project (MESL) and similar initiatives, and on advice received from Christine Steiner (Secretary and General Counsel of the J.Paul Getty Trust) and Mary Levering (Associate Director U.S. Copyright Office) who provided informal assistance and review. The March 20 meeting was facilitated by Bearman and Trant with the assistance of David Green, Executive Director of the National Initiative for Networked Cultural Heritage and Jeremy Rees, Director of the International Visual Arts Information Network. On the table were:

- 1) an Agreement to Form a Collective for Administration of Intellectual Property Rights
- 2) a License Agreement for University Educational Use of Museum Digital Content
- 3) a Business Case and Business Planning Framework

Deliberations of the attendees, although non-binding, led to an agreement in principle to form a collective for licensing the digital contents of museums for educational use. Attendees further agreed to publicly introduce the draft university license agreement at the Coalition for Networked Information (CNI) meeting in Washington in April, to continue their discussion of the terms of the other agreements over the next two months, and to charge Archives & Museum Informatics with drafting a fourth agreement on data standards to support the interchange of the full range of licensable content.

Over the next two months, potential members of the new consortium will continue to use the online forum to discuss further terms of the consortial agreement and issues arising from the business case which there was not time to discuss on March 20. Representatives will come together for another face-to-face meeting June 2-3 and report to directors assembled at the AAMD's annual meeting on June 4. It is anticipated that AMICO will be incorporated soon thereafter and will be in a position to license its first products for use in the 1998/99 academic year.

AMICO wants its efforts to be open and seeks the involvement of the educational community. The Getty Information Institute sponsored a briefing for not-for-profit organizations on the outcomes of the March 20 meeting on March 21.

Representatives of the Art Libraries Association of North America (ARLIS/NA), Canadian Heritage Information Network (CHIN), Copyright Clearance Center (CCC), Getty Institute for Education and the Arts, Getty Information Institute, Museum Educational Site Licensing Project (MESL) Research Libraries Group (RLG), Visual Resources Association (VRA), and others attended.

This briefing, for CNI members, will address the draft university license agreement, which we believe takes into account most concerns ever expressed by universities in licensing digital data. Clauses in this agreement include, in addition to basic purpose and goals and definition of the parties:

- 1) Grant of a non-transferable license for educational use
- 2) License period, of one year
- 3) Assurances of Continuity of Access, including in the event of failure of the consortium
- 4) Terms of Termination
- 5) Definitions of authorized users and those specifically not allowed under this license
- 6) Definitions of authorized uses and those specifically not allowed under this license
- 7) Format of delivery and means by which the University can acquire the licensed content
- 8) Terms governing the University Delivery of the AMICO Library to its users
- 9) Requirements for proper acknowledgment, Security, Monitoring and Reporting

10) Basis for Fees

11) Warranties and Indemnities

12) Authorized representatives and communications

For further information, see <http://www.amn.org/> or contact:

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