

AMICO Distributor's Development Agreement

Introduction

The Art Museum Image Consortium (AMICO) is interested in having distributors of The AMICO Library™ provide access to the Library to educational users. Since potential distributors need prior access to the Library itself (and not just the data delivery specifications) for test purposes in order to develop a product offering best suited to their users, and require some assistance from AMICO staff in reviewing application choices and validating conformance, AMICO will provide potential distributors with a full copy of The AMICO Library and a special license to use The AMICO Library, for a period of up to six months solely for the purpose of developing software to deliver the resource to future licensees under this Distributor's Development Agreement, for a one time fee of \$10,000 (US).

Purpose and Goals

AMICO wishes to encourage distributors of The AMICO Library to develop software tools and product offerings appropriate to their educational users. This assists AMICO in satisfying its educational goals to improve access to cultural heritage information. AMICO believes that existing data distribution services, with existing clienteles, have the best understanding of the special needs of their user community and that given time to work with their clients will be able to craft solutions of special merit to their users. With that in mind, AMICO encourages existing distributors to develop user interfaces and delivery systems that provide access to The AMICO Library in a manner that will meet the needs of specific client groups.

Framework for Product Development

AMICO encourages potential distributors to plan products that will deliver The AMICO Library to their clients in ways that respect the values of AMICO, including:

Site independent use

The AMICO Library is offered under license to educational institutions. Users designated by licensing institutions may have access to The AMICO Library independent of location.

Uses appropriate to the specific educational setting

AMICO licenses identify a wide range of educational uses relevant to specific types of educational settings. AMICO believes educators and students benefit from a license to use the content for specifically defined educational purposes, without having to negotiate for rights or limit themselves to Fair Use.

Unlimited use

AMICO distributors are urged to offer The AMICO Library on terms under which increased use should not affect costs to licensing institutions. Educational markets are particularly sensitive to metered use because if they succeed in making a resource essential to students they will increase the costs either to the institution or students.

Ease of discovery

AMICO believes that products should be designed to reduce end-user investment in information discovery that has historically been a significant component of the research process. Features that link to rights holders to enable negotiation of licenses for uses beyond those permitted under the AMICO license are encouraged, including linking to AMICO's online reproduction request form.

Integrated educational resources

AMICO believes that educators and students would be best served by a searchable catalog of works (including detailed documentation and thumbnail images) that is available through their local networks, in a format compatible with library cataloging systems and standard remote access methods.

Interoperable resources

AMICO believes that too many resources require dedicated hardware and software, and are delivered within proprietary environments. The AMICO Library, as distributed, is consistent with library interoperability and metadata standards. Where possible, the Library should be integrated with other resources to enable cross-navigation.

Local availability when required

AMICO believes that educators and students may need to have the full documentation of some works, including if necessary rich image files, available locally without the technical limitations imposed by downloading from the Internet. Distributors of The AMICO Library should allow for orders by subscribers to provide local (licensed) copies.

User feedback

AMICO sees educational institutions as partners. AMICO encourages methods for users to articulate requirements relevant to improving the delivery of The AMICO Library.

Feedback enabled products

AMICO believes in engaging users in dialogue with museums and encourages the development of products supporting two way communication. AMICO also believes that users, and the AMICO library, can benefit by exchanging their ways of using the Library with each other. Mechanisms for scholars in universities to comment to museum personnel on the works in the Library and for school educators and museum educators to exchange interpretations and presentations will enhance the value of The AMICO Library to licensors and licensees.

Mutual assurance of security

AMICO believes that protection of museum intellectual property from commercial exploitation is one of the primary purposes of licensing. Achieving as secure an environment

for access to rich digital data from museums as possible is a goal of the AMICO and should be respected in all product offerings.

License to Use The AMICO Library

Development under license

Any development that takes place under this agreement is restricted to the use of the data solely for the development of software for the distribution of The AMICO Library.

Products offered under license

Products developed under this agreement may only be offered to licensees of The AMICO Library, with the exception of public web site access and access through Online Public Access Catalogs of licensees, both of which are limited to, and must conform to, the AMICO Public Access Catalog Specification.

Distributor's Rights in Software

AMICO believes that distributors should be encouraged to develop innovative software for use with The AMICO Library, and therefore grants them the right to license such software to other distributors of The AMICO Library.

Administrative Arrangements

Agreement to Explore Development of a Product

The Distributor's Development Agreement is offered for potential distributors in return for their commitment to explore developing a product offering. In order to be considered, a potential distributor must specify the market or specific clients for whom the product will be developed and to whom it would be offered, specify the timetable for offering the product, and describe in a general way the functionality that is being explored and that the Distributor expects to offer. The product being developed and the service offering must conform to the AMICO Distributor Specification.

Non-transferable

The AMICO Distributor's Development Agreement is not transferable and does not allow end-users to access The AMICO Library except as provided under terms of specific user assessment plans agreed to by AMICO.

Termination of Agreement

- This agreement terminates one year from the agreement date, or when the developer offers The AMICO Library to licensed users. Any products offered publicly will be governed by a separate agreement.
- Any access to The AMICO Library will terminate if the potential Distributor decides not to proceed with product development plans.
- On termination of the license for any reason, the licensee is required to certify destruction of The AMICO Library data, in all formats, whether in its possession or in the possession of any subcontractors, to AMICO and to agree not to use any confidential information obtained from AMICO in any way.

Requirements Referenced

This document references requirements set out in the:

- AMICO Data Specification
- AMICO Distributor Specification
- AMICO Public Access Catalog Specification

All are available from www.amico.org/distribute.html