



Appendix D3



Table of Contents

1	Appendix 1 - AMICO Agreements	3
2	Appendix 2 - MOSAIC Confidentiality and Non-Disclosure Agreement	60
3	Appendix 3 - MOSAIC new partner	64
4	Appendix 4 - National IPR Laws ONLINE	66
5	Appendix 5 - Players and Representatives in the Cultural Heritage Chain	71
6	Appendix 6 - Bulgarian galleries examples	74
7	Appendix 7 - Bulgarian Artist agreement	77
8	Appendix 8 - Research and Education Scenarios in the Library Sector	79
9	Appendix 9 - Research and Education Scenarios in the Artist Sector	90
10	Appendix 10 - Survey of online auctions and offering systems for individual artists	98
11	Appendix 11 - Survey of on-line products/services	128
12	Appendix 12 - Glossary of Marketing and Business Terms	195
	List of Figures	202



1 Appendix 1 - AMICO Agreements

AMICO Full Membership Application

AMICO Associate Membership Application

AMICO Full Membership Agreement (this document can be found in the Annex of IR1.5)

AMICO Associate Membership Agreement

AMICO Library University Agreement

AMICO Library Short University Agreement

AMICO Library Museum Agreement

AMICO Model Distribution Contract



AMICO

Art Museum Image Consortium

www.amico.org

Full Membership Application

Return to: AMICO, 2008 Murray Ave, Suite D, Pittsburgh, PA, 15217 USA

Note: AMICO has two categories of members: full members and associate members. This application is for *Full Membership*. If you wish to apply for Associate Membership, please complete the *Associate Membership Application*.

Institution

Address

URL

Type

Museum

Gallery

Library

Archive

Other (please specify)

Annual Budget

(AMICO membership fee based on this figure)

Please Describe Your Collections (Object Categories and Estimated Quantities)

Who is your AMICO Primary Contact Person?

Name

Job Title

Address

Phone

Fax

Email



Full Membership in AMICO is open to institutions such as museums, special collections, libraries and archives with collections of art. Full Members may vote in the election of AMICO's Board and Officers, receive a free Museum License to the AMICO Library and free access to the AMICO through an AMICO distributor.

To qualify for Full Membership, institutions must submit at least ten records fully conforming to the AMICO Technical Standard according to a schedule defined in conjunction with AMICO. This requirement is in addition to satisfying the regular schedule of contributions established by AMICO.

Acceptance: All membership applications are reviewed and approved by the AMICO Board Membership Committee whose decisions are final.

If Accepted as Full Members of AMICO: We have agree to the terms of AMICO Membership Agreement, the AMICO Technical Specification, and the AMICO Museum License (all available at <http://www.amico.org>). We understand that our membership in the Consortium and the Museum License will be automatically renewed on an annual basis, unless we exercise our option to withdraw from membership.

We agree to provide multimedia documentation conforming to the AMICO Technical Specification for the number of works from our collection that our current technical abilities allow us to provide, according to the schedules established by AMICO. We will continue to contribute annually and grow our contributions as our technical fluency grows (500 works per year is the benchmark), according to requirements set by the Consortium, as long as we are members.

Signed

Print Name

Title

Institution

Date



AMICO

Art Museum Image Consortium

www.amico.org

Associate Membership Application

Return to: AMICO, 2008 Murray Ave, Suite D, Pittsburgh, PA, 15217 USA

Note: AMICO has two categories of members: full members and associate members. This application is for *Associate Membership*. If you wish to apply for Full Membership, please complete the *Full Membership Application*.

Institution

Address

URL

Type

Museum

Gallery

Library

Archive

Other (please specify)

Annual Budget

(AMICO membership fee based on this figure)

Please Describe Your Collections (Object Categories and Estimated Quantities)

Who is your AMICO Primary Contact Person?

Name

Job Title

Address

Phone

Fax

Email



Associate Membership is open to any non-profit institution with a collection of works of art. Associate Members receive a free Museum License to the AMICO Library and access to the Library through one of AMICO's distributors.

Associate Members may not vote for the AMICO Board of Directors. They are encouraged to participate actively in the electronic work of AMICO's committees. They may contribute to the AMICO Library. If an Associate Member decides to contribute to the Library, they are bound by all requirements for contribution except for those related to the number of works documented.

Acceptance: All membership application are reviewed and approved by the AMICO Board Membership Committee whose decisions are final.

If Accepted as Associate Members of AMICO: We agree to the terms of AMICO Membership Agreement, the AMICO Technical Specification, and the AMICO Museum License (all available at <http://www.amico.org>). We understand that our membership in the Consortium and the Museum License will be automatically renewed on an annual basis, unless we exercise our option to withdraw from membership.

Should we elect to contribute to the AMICO Library, we agree to provide multimedia documentation conforming to the AMICO Technical Specification, according to a schedule established with AMICO. Should we elect to contribute annually, we will continue to do so according to requirements set by the Consortium, as long as we are members.

Signed

Print Name

Title

Institution

Date



AMICO

Art Museum Image Consortium

Full Membership Agreement

by and between

The Art Museum Image Consortium

and



AMICO

Art Museum Image Consortium

Full Membership Agreement

1. Introduction

This Agreement sets forth the terms and conditions under which a qualified institution may become a full member of the Art Museum Image Consortium ("AMICO"), a non-profit corporation organized under the non-profit Corporation Act of the District of Columbia.

This Agreement is made and entered into as of this ____ day of _____ (the "Effective Date"), by and between AMICO and _____, ("AMICO Member").

2. Purpose of AMICO

AMICO is operated exclusively for charitable, educational, and cultural purposes. More specifically, the purpose of AMICO is to assist its Members: 1) by compiling a collective digital library of visual and documentary resources documenting works of art (the "AMICO Library"); 2) by providing dramatically increased educational access to the documentary resources for the benefit of institutions of higher education, museums, libraries, schools, and other charitable, educational, and cultural institutions; and 3) by fostering and promoting education and advancing knowledge in areas related to the AMICO Library, including scholarship in the arts, humanities, informational sciences, and social sciences.

3. Definitions

"AMICO Library" is an information product created by AMICO through the compilation of AMICO Works and other materials.

"AMICO License" means the agreement under which AMICO establishes the rights and obligations of a user institution.

"AMICO Member" means the enrolled institution participating in the AMICO Library under the terms of this Agreement.

"AMICO Works" are the catalogue record, associated digital image, and all other related digital multimedia or text documentation of a work of art contributed by a member to in the AMICO Library.

"Subscriber" means a not-for-profit, educational institution, including a museum or library, that has a current agreement granting it use of the AMICO Library.

4. AMICO Membership

By accepting all of the terms of this Agreement, a qualified institution becomes an AMICO Member, entitled to all of the benefits of membership and subject to all of the responsibilities of AMICO Members. The Board of Directors of AMICO shall establish the policies and procedures governing enrolment, including the qualifications for and rights of classes of members. Continued acceptance of all of the terms and conditions of this Agreement is a condition of membership.

4.1 Benefits

An AMICO Member is entitled to: (1) have free access to and use the AMICO Library under an AMICO License, (2) have access to the full range of AMICO Member Services during the period of membership, (3) participate in the governance of AMICO, by voting for Members of the Board of Directors, and (4) name a representative (if desired) to any or all of the AMICO Working Committees through which policy recommendations are made.

4.2 Responsibilities

Unless relieved by the AMICO Board of their commitment, an AMICO Member is responsible for: (1) complying with all of the terms and conditions of this Agreement and such policies and guidelines



governing AMICO membership as the AMICO Board of Directors and its Working Committees may adopt from time to time; (2) making timely, annual contributions of multimedia documentation of works of art to the AMICO Library without conditions or restrictions except the express conditions or restrictions of the creator or copyright owner of the original work of art; (3) ensuring that such contributions conform to the AMICO technical documentation standards; and (4) promptly paying all membership dues and any charges or fees, as established by the AMICO Board.

5. Intellectual Property Rights

5.1 Warranty

AMICO Member warrants and represents that, to the best of its knowledge, the rights granted herein will not infringe the rights of any third party. AMICO Member further warrants and represents that it has conducted a review of the rights granted herein according to documented internal policies and procedures.

Art Museum Image Consortium

Enabling Educational Use of Museum Multimedia

5.2 Grant of Rights

AMICO Member hereby grants to AMICO a non-exclusive, worldwide license to reproduce, distribute, publicly display, and make derivative works based upon the contributed multimedia documentation of a work of art, or any portion thereof, and to sublicense their use by Subscribers, solely as part of or in connection with the compilation and distribution of the AMICO Library.

5.3 Withdrawal of Disputed AMICO Works

AMICO Member may withdraw from its contribution under this Agreement specifically identified contributed multimedia documentation for good cause shown. Any claim, dispute or action related to contributed multimedia documentation shall be deemed to establish good cause shown for the withdrawal of such documentation. AMICO Members shall be responsible for promptly notifying AMICO of any claim, dispute or action related to contributed multimedia documentation. Within ten (10) days of the receipt of such notification, AMICO shall withdraw such multimedia documentation and provide notice thereof to Subscribers. AMICO Licenses shall provide for the withdrawal of any disputed AMICO Work within ten (10) days of the receipt such notice of withdrawal.

5.4 Acknowledgement of Ownership

AMICO Member acknowledges that AMICO shall be the sole and exclusive owner of the compilation of "AMICO Works" (the AMICO Library), including all related copyrights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

6. Insurance and Indemnification

6.1 Insurance

AMICO shall obtain, at its own expense, and shall have in full force and effect at all times during the term of this Agreement, insurance covering comprehensive commercial general liability (including broad coverage for injury to persons, property, premises, ongoing and completed operations, and products), errors and omissions liability, publisher's liability, advertising liability, and contractual liability through an insurance carrier approved by the New York Commissioner of Insurance, what its Board deems an adequate level of insurance protecting against any loss, liability, judgment, damage, cost or expense, including reasonable attorney's fees, arising out of or in any way resulting from any and all activities or obligations under this Agreement (collectively "Liabilities"). AMICO shall provide at least thirty days (30) days to each AMICO Full Member of any material change in coverage or cancellation.

6.2 Indemnification



To the extent that any of the above Liabilities exceed the limits of the insurance required by Section 6.1, and to the extent authorized by law, each AMICO Full Member shall jointly and severally indemnify and hold harmless AMICO and its employees, officers and directors, principals, agents, successors, assigns, legal represented counsel, and directors against such Liabilities.

7. Term and Termination

7.1 Term

This Agreement shall come into force as of the Effective Date and shall remain in force for an initial term of two years from the Effective Date, unless terminated as provided for in this section.

7.2 Term of AMICO Licenses

AMICO shall not, under the rights granted under this Agreement, offer Subscribers licenses that exceed one year.

7.3 Renewal

This Agreement shall automatically be renewed for an additional period of one year, unless either party gives the other party written notice of non-renewal at least ninety (90) days before the end of the initial term or the renewal term.

7.4 Termination

In addition to whatever other rights of termination it may have, either Party, at its option, may terminate this Agreement upon at least ninety (90) days' prior notice. Immediately upon the earlier of notice of termination or termination, AMICO shall cease to issue new AMICO Licenses for the multimedia documentation of the terminating AMICO Member beyond the term of the licenses then in effect. However, notice of termination shall have no effect on AMICO licenses then in effect. Once no further licenses are in effect for AMICO Member's contributed works, such works shall promptly be removed from the AMICO Library by AMICO and all copies of such works in AMICO's possession, custody or control shall be immediately returned to AMICO Member or destroyed.

8 Dissolution of AMICO

In the event of the dissolution or final liquidation of AMICO, AMICO Member shall take all reasonable steps to ensure that its contributed multimedia documentation remain available under the terms and conditions of AMICO Licenses then in effect, and towards this end AMICO Member also shall cooperate with any charitable, educational or cultural AMICO Member selected successor organization to AMICO.

Art Museum Image Consortium

Enabling Educational Use of Museum Multimedia

9 Miscellaneous Provisions

9.1 Notices

AMICO shall give written notice to AMICO Members under this Agreement by electronic mail, by a general posting on the AMICO Discussion List, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic mail or general posting to the AMICO Discussion List, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid.

AMICO Member shall give written notice to AMICO by electronic mail, by facsimile transmission (with receipt confirmed), or by conventional mail, unless otherwise specified in this Agreement. In the case of electronic mail, notice shall be deemed to have been given on the day of the delivery of the



transmission. In the case of conventional mail, notice shall be deemed to have given on the fifth business day following the day of mailing if mailed postage prepaid. A notice by an AMICO Member to AMICO will not change the terms of this Agreement, or the terms of any AMICO policy or guideline, unless an authorized officer of AMICO expressly accepts the change in writing. Notices to AMICO by conventional mail should be sent to: Art Museum Image Consortium, 2008 Murray Avenue, Suite D, Pittsburgh, and PA 15217 USA.

9.2 No Assignment

Except as otherwise permitted under this Agreement, The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations there under.

9.3 Entirety of Agreement

The terms and conditions of this Agreement and its exhibits supersede 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. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the Parties.

9.4 Choice of Law

This Agreement shall be interpreted, governed and enforced under the laws of the District of Columbia, without regard to its conflict of law rules. [Any claims or disputes arising out or relating to this Agreement shall be resolved by binding arbitration to be held in the District of Columbia in accordance with the Commercial Arbitration Rules or any successor rules of the American Arbitration Association or any successor, and judgment upon the award by the arbitrators may be entered in any court having jurisdiction thereof.

9.5 Use of Names

AMICO acknowledges that the names of AMICO Member may not be used in any manner or through any medium, whether written, oral or visual, for any purpose whatsoever, including advertising, marketing, fundraising, promotion or publicity, without the prior written approval of AMICO Member. However, the name of AMICO Member may be used to indicate membership in AMICO in a list of all other AMICO Members. Under no circumstances shall the name of AMICO Member be used on AMICO's letterhead or business correspondence.

9.6 Representatives

For purposes of providing guidance and direction in daily operational matters, granting approvals or withholding the same, and for general project coordination, AMICO Member shall be represented by:

Name _____ & _____ Position: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above .

Art Museum Image Consortium _____



[AMICO Member]

Jennifer Trant, Executive Director

[Print Name]

Signed: _____

Signed: _____

Date: _____

Date: _____



AMICO

Art Museum Image Consortium

Associate Membership Agreement

by and between

The Art Museum Image Consortium

and

**AMICO****Art Museum Image Consortium****Associate Membership Agreement****1. Introduction**

This Agreement sets forth the terms and conditions under which a qualified institution may become an associate member of the Art Museum Image Consortium ("AMICO"), a non-profit corporation organized under the Non-profit Corporation Act of the District of Columbia. This Agreement is made and entered into as of this ____ day of _____ (the "Effective Date"), by and between AMICO and _____ ("AMICO Associate Member").

2. Purpose of AMICO

AMICO is operated exclusively for charitable, educational, and cultural purposes. More specifically, the purpose of AMICO is to assist its Members: 1) by compiling a collective digital library of visual and documentary resources documenting works of art (the "AMICO Library"); 2) by providing increased educational access to the documentary resources for the benefit of institutions of higher education, museums, libraries, schools, and other charitable, educational, and cultural institutions; and 3) by fostering and promoting education and advancing knowledge in areas related to the AMICO Library, including scholarship in the arts, humanities, information sciences, and social sciences.

3. Definitions

"AMICO Library" is an information product created by AMICO through the compilation of AMICO Works and other materials.

"AMICO License" means the agreement under which AMICO establishes the rights and obligations of a user institution.

"AMICO Associate Member" means the enrolled institution participating in the AMICO Library under the terms of this Agreement.

"AMICO Works" are the catalogue record, associated digital image, and all other related digital multimedia or text documentation of a work of art contributed by a member to in the AMICO Library.

"Subscriber" means a not-for-profit, educational institution, including a museum or library, that has a current agreement granting it use of the AMICO Library.

4. AMICO Associate Membership

By accepting all of the terms of this Agreement, a qualified institution becomes an AMICO Associate Member, entitled to all of the benefits of membership and subject to all of the responsibilities of AMICO Associate Members. The Board of Directors of AMICO shall establish the policies and procedures governing enrolment, including the qualifications for and rights of classes of members. Continued acceptance of all of the terms and conditions of this Agreement is a condition of membership.

4.1 Benefits

An AMICO Associate Member is entitled to: (1) have free access to and use the AMICO Library under an AMICO License; (2) have access to AMICO Member Services during the period of membership; and (3) name a representative (if desired) to any or all of the AMICO Working Committees through which policy recommendations are made.

4.2 Responsibilities

Unless relieved by the AMICO Board of their commitment, an AMICO Associate Member is responsible for: (1) complying with all of the terms and conditions of this Agreement and such policies



and guidelines governing AMICO membership as the AMICO Board of Directors and its Working Committees may adopt from time to time; (2) if desired, making timely, annual contributions of multimedia documentation of works of art to the AMICO Library without conditions or restrictions except the express conditions or restrictions of the creator or copyright owner of the original work of art; (3) if made, ensuring that such contributions conform to the AMICO technical documentation standards; and (4) promptly paying all membership dues and any charges or fees, as established by the AMICO Board.

5. Intellectual Property Rights

5.1 Warranty

AMICO Associate Member warrants and represents that, to the best of its knowledge, the rights granted herein will not infringe the rights of any third party. AMICO Associate Member further warrants and represents that it has conducted a review of the rights granted herein according to documented internal policies and procedures.

Art Museum Image Consortium

Enabling Educational Use of Museum Multimedia

5.2 Grant of Rights

Should a contribution of multimedia documentation of works of art be made to the AMICO Library, AMICO Associate Member hereby grants to AMICO a non-exclusive, worldwide license to reproduce, distribute, publicly display, and make derivative works based upon the contributed multimedia documentation of a work of art, or any portion thereof, and to sublicense their use by Subscribers, solely as part of or in connection with the compilation and distribution of the AMICO Library.

5.3 Withdrawal of Disputed AMICO Works

AMICO Associate Member may withdraw from its optional contribution under this Agreement specifically identified contributed multimedia documentation for good cause shown. Any claim, dispute or action related to contributed multimedia documentation shall be deemed to establish good cause shown for the withdrawal of such documentation. AMICO Associate Members shall be responsible for promptly notifying AMICO of any claim, dispute or action related to contributed multimedia documentation. Within ten (10) days of the receipt of such notification, AMICO shall withdraw such multimedia documentation and provide notice thereof to Subscribers.

AMICO Licenses shall provide for the withdrawal of any disputed AMICO Work within ten (10) days of the receipt such notice of withdrawal.

5.4 Acknowledgement of Ownership

AMICO Associate Member acknowledges that AMICO shall be the sole and exclusive owner of the compilation of "AMICO Works" (the AMICO Library), including all related copyrights, trademarks, trade names, and other intellectual property rights, currently in existence or later developed.

6. Insurance and Indemnification

6.1 Insurance

AMICO shall obtain, at its own expense, and shall have in full force and effect at all times during the term of this Agreement, insurance covering comprehensive commercial general liability (including broad coverage for injury to persons, property, premises, ongoing and completed operations, and products), errors and omissions liability, publisher's liability, advertising liability, and contractual liability through an insurance carrier approved by the New York Commissioner of Insurance, what its Board deems an adequate level of insurance protecting against any loss, liability, judgment, damage, cost or expense, including reasonable attorney's fees, arising out of or in any way resulting from any



and all activities or obligations under this Agreement (collectively "Liabilities"). AMICO shall provide at least thirty days (30) days to each AMICO Associate Member of any material change in coverage or cancellation.

6.2 Indemnification

To the extent that any of the above Liabilities exceed the limits of the insurance required by Section 6.1, and to the extent authorized by law, each AMICO Associate Member shall jointly and severally indemnify and hold harmless AMICO and its employees, officers and directors, principals, agents, successors, assigns, legal represented counsel, and directors against such Liabilities.

7. Term and Termination

7.1 Term

This Agreement shall come into force as of the Effective Date and shall remain in force for an initial term of two years from the Effective Date, unless terminated as provided for in this section.

7.2 Term of AMICO Licenses

AMICO shall not, under the rights granted under this Agreement, offer Subscribers licenses that exceed one year.

7.3 Renewal

This Agreement shall automatically be renewed for an additional period of one year, unless either party gives the other party written notice of non-renewal at least ninety (90) days before the end of the initial term or the renewal term.

7.4 Termination

In addition to whatever other rights of termination it may have, either Party, at its option, may terminate this Agreement upon at least ninety (90) days' prior notice. Immediately upon the earlier of notice of termination or termination, AMICO shall cease to issue new AMICO Licenses for the multimedia documentation of the terminating AMICO Associate Member beyond the term of the licenses then in effect. However, notice of termination shall have no effect on AMICO licenses then in effect. Once no further licenses are in effect for AMICO Associate Member's contributed works, such works shall promptly be removed from the AMICO Library by AMICO and all copies of such works in AMICO's possession, custody or control shall be immediately returned to AMICO Associate Member or destroyed.

8. Dissolution of AMICO

In the event of the dissolution or final liquidation of AMICO, AMICO Associate Member shall take all reasonable steps to ensure that its contributed multimedia documentation remain available under the terms and conditions of AMICO Licenses then in effect, and towards this end AMICO Associate Member also shall cooperate with any charitable, educational or cultural AMICO member selected successor organization to AMICO.

Art Museum Image Consortium

Enabling Educational Use of Museum Multimedia

9. Miscellaneous Provisions

9.1 Notices

AMICO shall give written notice to AMICO Associate Members under this Agreement by electronic mail, by a general posting on the AMICO Discussion List, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic mail or general posting to the AMICO Discussion List, notice shall be deemed to have been given on the day of the delivery of the



transmission. In the case of conventional mail, notice shall be deemed to have given on the fifth business day following the day of mailing if mailed postage prepaid.

AMICO Associate Member shall give written notice to AMICO by electronic mail, by facsimile transmission (with receipt confirmed), or by conventional mail, unless otherwise specified in this Agreement. In the case of electronic mail, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have given on the fifth business day following the day of mailing if mailed postage prepaid. A notice by an AMICO Associate Member to AMICO will not change the terms of this Agreement, or the terms of any AMICO policy or guideline, unless an authorized officer of AMICO expressly accepts the change in writing. Notices to AMICO by conventional mail should be sent to: Art Museum Image Consortium, 2008 Murray Avenue, Suite D, Pittsburgh, PA 15217 USA.

9.2 No Assignment

Except as otherwise permitted under this Agreement, The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations there under.

9.3 Entirety of Agreement

The terms and conditions of this Agreement and its exhibits supersede 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. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the Parties.

9.4 Choice of Law

This Agreement shall be interpreted, governed and enforced under the laws of the District of Columbia, without regard to its conflict of law rules. Any claims or disputes arising out or relating to this Agreement shall be resolved by binding arbitration to be held in the District of Columbia in accordance with the Commercial Arbitration Rules or any successor rules of the American Arbitration Association or any successor, and judgment upon the award by the arbitrators may be entered in any court having jurisdiction thereof.

9.5 Use of Names

AMICO acknowledges that the names of AMICO Associate Member may not be used in any manner or through any medium, whether written, oral or visual, for any purpose whatsoever, including advertising, marketing, fundraising, promotion or publicity, without the prior written approval of AMICO Associate Member. However, the name of AMICO Associate Member may be used to indicate membership in AMICO in a list of all other AMICO Members (full or associate). Under no circumstances shall the name of AMICO Associate Member be used on AMICO's letterhead or business correspondence.

9.6 Representatives

For purposes of providing guidance and direction in daily operational matters, granting approvals or withholding the same, and for general project coordination, AMICO Associate Member shall be represented by:

Name _____ & _____ Position: _____

Address: _____



Phone: _____ Fax: _____ Email: _____

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above.

Art Museum Image Consortium

[AMICO Member]

Jennifer Trant, Executive Director

[Print Name]

Signed: _____

Signed: _____

Date: _____

Date: _____



AMICO
Art Museum Image Consortium
www.amico.org

AMICO Library University Agreement

between the

Art Museum Image Consortium

and



Art Museum Image Consortium

AMICO Library University Agreement

Contents

1. Introduction	1
2. Purpose of AMICO	1
3. Definitions	1
4. AMICO University Subscription	1
5. Intellectual Property	1
5.1 AMICO'S Rights	1
5.2 Grant of Rights	2
5.3 Fair Use	2
6. Users	2
6.1 Designated Users	2
6.2 University Museums and Galleries	2
6.3 Limited Access Privilege	2
7. Use for Education, Research and Scholarship	2
7.1 Permitted	2
7.2 Prohibited	2
7.3 Required Notices	3
8. Adaptations	3
8.1 Integrity of AMICO Works	3
8.2 Prohibited Practices	3
8.3 Retention of Adaptations	3
8.4 Notices Required	3
9. Distribution	3
9.1 Authorized Distribution	3
9.2 Local Mounting	3
10. Security	4
10.1 University General Responsibilities	4
10.2 University Policies and Procedures	4
11. Unauthorized Use	4
12. Fees and Payment	4
13. Notices	4
13.1 By AMICO	4
13.2 By University Subscriber	5
14. Representations and	5
14.1 General	5
14.2 Intellectual Property	5
15. Indemnification	5
15.1 AMICO	5
15.2 University Subscriber	5



16. Reporting Requirements	6
16.1 Local Mounting	6
16.2 Use Studies	6
16.3 Policy on Licensed Resources	6
17. Withdrawal of Works from the AMICO Library	6
18. Term and Termination	6
18.1 Term	6
18.2 Termination	6
18.3 Conduct Upon Termination	6
18.4 Educational Grace Period	6
19. Miscellaneous Provision	7
19.1 Entirety of the Agreement	7
19.1 Choice of Law	7
19.1 No Assignment	7
20. Attachments	7



1. Introduction

This Agreement sets forth terms and conditions under which an institution of higher education 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 non-profit corporation organized under the laws of the District of Columbia. This Agreement is made and entered into as of this _____ day of _____ (the "Effective Date"), by and between AMICO and _____ ("University Subscriber").

2. Purpose of AMICO

AMICO is operated exclusively for charitable, educational, and cultural purposes. More specifically, the purpose of AMICO is to assist its Members: (1) by compiling a collective digital library of visual and documentary resources documenting works of art (the "AMICO Library"); (2) by providing dramatically increased educational access to the documentary resources for the benefit of institutions of higher education, museums, libraries, schools, and other charitable, educational, and cultural institutions; and (3) by fostering and promoting education and advancing knowledge in areas related to the AMICO Library, including scholarship in the arts, humanities, informational sciences, and social sciences.

3. Definitions

"AMICO Library" means the compilation of AMICO Works and any materials contained therein

"AMICO Library University Agreement" means the Agreement under which AMICO establishes the eligibility, rights and obligations of an institution of higher education to subscribe to and use the AMICO Library, as provided by an Authorized Distributor.

"AMICO Work" means the catalogue record and all other related multimedia documentation of a work of art in the AMICO Library.

"Authorized Distributor" means an organization authorized by AMICO to provide access to and support services for the AMICO Library.

"Designated User" means any person authorized to receive access to and use of the AMICO Library under the terms and conditions of this Agreement.

"Institution of Higher Education" means an accredited post-secondary educational institution.

"University Subscriber" means an Institution of Higher Education authorized by AMICO to receive access to and use the AMICO Library, through an Authorized Distributor, under the terms and conditions of this Agreement.

4. AMICO University Subscription

By completing enrolment and by accepting all of the terms and conditions of this Agreement, a qualified Institution of Higher Education becomes an AMICO University Subscriber, entitled to all of the benefits of and subject to all of the responsibilities of University Subscribers. The policies and procedures governing the qualifications, rights and obligations of Institutions of Higher Education as University Subscribers are established by the Board of Directors of AMICO.

Continued acceptance of all the terms and conditions is a condition of this University Subscription.

5. Intellectual Property

5.1 AMICO'S Rights.

The AMICO Library, all of the AMICO Works contained therein, and other materials related to the AMICO Library are protected under US copyright law and other applicable intellectual property and proprietary information laws. The mark, AMICO LIBRARY, and other marks and trade names used to



identify the AMICO Library are or shall be protected by US trademark law and other unfair competition laws. University Subscriber hereby acknowledges that AMICO is the sole and exclusive owner of the rights described in this section.

5.2 Grant of Rights.

AMICO hereby grants to University Subscriber a non-exclusive, non-transferable, limited license to use, modify, reproduce, distribute, and publicly display AMICO Works for educational, research, and scholarly purposes to Designated Users under the terms of this Agreement. AMICO hereby grants to University Subscriber a non-exclusive, limited license to use the AMICO mark to promote the use of the AMICO Library within its Designated User community. All other uses of the AMICO Library, AMICO Works, related AMICO materials, and the AMICO Mark require the permission of or a separate license from AMICO, or one of its members.

5.3 Fair Use.

AMICO does not intend that the terms of this license in any way limit uses by Designated Users which are defined by the US Copyright Act, Section 107 (Fair Use).

6. Users

6.1 Designated Users.

University Subscriber may designate categories of users that may receive access to and use the AMICO Library under the terms of this Agreement. Faculty members, enrolled students, university employees and researchers officially affiliated with the University Subscriber may be Designated Users. The following groups may not be Designated Users: alumni; independent contractors; subscribers who pay fees to use university facilities or services (such as individual users of the university gymnasium); university tenants; and the members of the household of Designated Users.

6.2 University Museums and Galleries.

Museums and galleries officially affiliated with the University Subscriber may gain access to and use the AMICO Library by entering into a separate AMICO Museum Agreement.

6.3 Limited Access Privilege.

University Subscriber may grant the privilege of limited access to the AMICO Library to: (1) occasional users who are not Designated Users and who have access to computer terminals physically located on the site of and under the control and administration of the University Subscriber, and (2) users of the University Subscriber's on-line public access catalogue (OPAC) and similar resources, provided that the data displayed on the University Subscriber's OPAC does not exceed the scope of the data displayed on the AMICO public website as set forth in the AMICO Public Web Site Specification.

7. Use for Education, Research and Scholarship

7.1 Permitted.

Access to and use of the AMICO Library under this Agreement is exclusively for education, research and scholarship. More specifically, in addition to and notwithstanding any privileged use set forth in the US Copyright Act, Designated Users may receive access to and use the AMICO Library for: (1) classroom instruction and related activities, (2) student assignments, (3) public display or public performance in a university museum, gallery or similar facility, including use in exhibit labels and other components of the exhibit, (4) public display or public performance as part of a professional presentation at a seminar, conference, or workshop, or other such similar professional activity; (5) use in a student or faculty portfolio, including non-public, display thereof, if such use conforms to the customary and usual practice in the field; and (6) use in a dissertation, including reproductions of the dissertation for personal use and library deposit, if such use conforms to the customary and usual practice in the field.

7.2 Prohibited.



Access to and use of the AMICO Library under this Agreement for any and all purposes other than education, research and scholarship is prohibited. More specifically, without express authorization from the copyright holder, the University Subscriber and Designated Users are strictly prohibited from: (1) publishing any AMICO Work in any medium or format, (2) redistributing any AMICO Work by any means beyond the Designated User community, and (3) storing any AMICO Work, in whole or in part, beyond the term of this Agreement, unless expressly permitted. In no event may a University Subscriber or its Designated Users use any AMICO Work, or any adaptation thereof, in a commercial or business related manner. The University Subscriber, or persons acting on behalf of the University Subscriber, is prohibited from using any AMICO Work for fund-raising, marketing promotion, or public relations.

7.3 Required Notices.

Any and all publicly displayed AMICO Works must reference: (1) any required copyright management information, such as the name of the creator of the work, the name and other identifying information of the copyright owner, terms and conditions for the uses of the work, and such other information as may be required by AMICO, (2) minimum documentation of the work of art, as outlined in the AMICO Distributor Specification and (3) an acknowledgment of the AMICO Member contributing the multimedia documentation to the AMICO Library, except where such an acknowledgment clearly would compromise an educational objective (such as examination).

8. Adaptations

8.1 Integrity of AMICO Works.

The University Subscriber must take all reasonable steps to ensure the preservation of the integrity of AMICO Works, in whole or in part, and to protect the moral rights, if any, of the creator of the underlying original work of art. Any adaptation, alteration, addition to, deletion from, manipulation, or modification (together "adaptations") of an AMICO Work, in whole or in part, must be undertaken exclusively for education, research or scholarship. The University Subscriber must maintain, subject to audit by AMICO, complete and accurate records of all institutionally created or systematic adaptations of AMICO Works created under this Agreement, including a record of the specific educational, research, or scholarly purpose served by the adaptation.

8.2 Prohibited Practices.

In no event may a Designated User: (1) reproduce or distribute any adaptation of an AMICO Work, in whole or in part; (2) publish any adaptation of an AMICO Work, in whole or in part, in any medium or by any means, or (3) redistribute any adaptation of an AMICO work, outside the Designated User community specified in this Agreement, in whole or in part, by any means.

8.3 Retention of Adaptations.

Upon termination of this Agreement, the University Subscriber must certify to AMICO that any and all institutionally created adaptations of AMICO Works have been destroyed. With the exception of adaptations for student assignments and for faculty or student portfolios, Designated Users may not retain any adaptation of an AMICO Work, in whole or in part, after the termination of this Agreement. The University Subscriber is obligated to inform Designated Users of this provision both during the period of use, and if and when the license is terminated.

8.4 Notices Required.

In addition to any other notices required under this Agreement, any adaptation of AMICO Works, in whole or in part, must: (1) clearly identify all changes in the image and/or related documentation, and (2) provide citations or direct links to the not adapted AMICO Work.

9. Distribution

9.1 Authorized Distribution.



University Subscriber may receive access to the AMICO Library through an AMICO Authorized Distributor. In 1998-99, the Authorized Distributor will be the Research Libraries Group, Inc. ("RLG") under RLG's "Service Agreement." The University Service shall be distributed by RLG on the basis of regular, published distribution schedules, subject to interruptions beyond the control of AMICO or RLG. Designated Users may use the AMICO Library at any access point that is controlled by RLG's user authentication system.

9.2 Local Mounting.

University Subscriber also may receive access to the AMICO Library through local delivery. When the AMICO Library is mounted locally by the University Subscriber it is governed by the terms of the AMICO Distributor Specification, in addition to those in this Agreement.

10. Security

10.1 University General Responsibilities.

University Subscriber is responsible for: (1) complying with all computer security procedures required by AMICO's Authorized Distributor, (2) monitoring, exercising control over, and certifying access to the AMICO Library, and (3) taking all other reasonable steps to ensure the security of the AMICO Library.

10.2 University Policies and Procedures.

University Subscriber is responsible for establishing, monitoring, and enforcing controls for the proper use of the AMICO Library, including: (1) adopting and effectively disseminating policies and procedures governing the proper use of the AMICO Library, including appropriate sanctions for knowing and wilful infringements, (2) providing instruction to all Designated Users on the proper use of the AMICO Library; and (3) fully investigating all known infringements and taking appropriate disciplinary action in cases of knowing and wilful infringements.

11. Unauthorized Use

11.1 University's Responsibilities

University Subscriber shall not be responsible for the unauthorized use or infringement of the AMICO Library by Designated Users provided that: (1) University Subscriber is in full compliance with the requirements of Section 10 of this Agreement; (2) such unauthorized use or infringement is without the consent of the University Subscriber, (3) University Subscriber promptly notifies AMICO of any such unauthorized use or infringement of which it becomes aware; (4) University Subscriber takes all reasonable steps to cause such unauthorized use or infringement to cease immediately and (5) the University Subscriber takes appropriate disciplinary action against the Designated User. University Subscriber shall cooperate fully with AMICO in any investigation of such unauthorized use or infringement.

11.2 AMICO's Rights.

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. University Subscriber shall not bring any legal action in connection with an unauthorized use or infringement without first consulting with AMICO.

12. Fees and Payment

University Subscriber receiving access to the AMICO Library through AMICO's Authorized Distributor is responsible for the prompt payment of all subscription fees as defined by an AMICO schedule, based on numbers of Designated Users, certified by the University Subscriber. This fee, along with other applicable fees charged by the Authorized Distributor for provision of access, will be collected by the Authorized Distributor as a condition of providing that service.



13. Notices

13.1 By AMICO.

AMICO may give written notices under this Agreement to University Subscriber by electronic mail, by a general posting to the University Subscriber, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic or a general posting to the University Subscriber, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid. Any notice given to the University Subscriber will constitute notice to all Designated University Users.

University Subscriber

Contact Name:

Full Postal Address

Phone:

Fax:

Email:

13.2 By University Subscriber.

University Subscriber must give notice to AMICO by electronic mail or conventional mail, unless otherwise specified in this Agreement. A notice by a University Subscriber to AMICO will not change the terms of this Agreement, or the terms of any AMICO policy or guideline, unless an authorized officer of AMICO expressly accepts the change in writing. Notices to AMICO by conventional mail must be sent to:

Art Museum Image Consortium
2008 Murray Ave, Suite D
Pittsburgh, PA 15217 USA

Phone: (412) 422 8533
Fax: (412) 422 8594
Email: info@amico.org

14. Representations and Warranties

14.1 General.

AMICO represents and warrants that it has the authority to enter into this Agreement. University Subscriber represents and warrants that it is an Institution of Higher Education and that it has the authority to enter into this Agreement and to perform all the obligations under this Agreement.

14.2 Intellectual Property.

AMICO warrants and represents that, to the best of its knowledge, the use of the AMICO Library under the terms and conditions of this Agreement shall not infringe the rights of any third party. However, the foregoing shall not apply to adaptations of AMICO Works created under Section 8 of this Agreement. AMICO makes no warranties and representations, and expressly disclaims any



liability, with respect to any rights of publicity or privacy and any moral rights in AMICO Works and other materials in the AMICO Library.

15. Indemnification

15.1 AMICO.

To the extent authorized by law, AMICO shall defend and indemnify University Subscriber, its employees, officers, and directors against any claim or action brought against University Subscriber arising out of (1) AMICO's breach of an term or condition of this Agreement; (2) any third party claim for infringement or other violation of any third party's intellectual property right or proprietary rights in connection with University Subscriber's authorized uses under this Agreement except with respect to adaptations of AMICO Works created under Section 8 of this Agreement. With respect to any such claim or action, AMICO shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by the University Subscriber.

15.2 University Subscriber.

To the extent authorized by law, University Subscriber shall defend and indemnify AMICO, its employees, officers, and directors against any claim or action brought against AMICO in connection with (1) University Subscriber's breach of any term or condition of this Agreement, and (2) University Subscriber's unauthorized use of the AMICO Library, and (3) Designated Users' unauthorized uses of the AMICO Library if known to the University Subscriber but not acted upon by the University as specified in Sections 8 and 10 of this Agreement. With respect to any such claim or action, University Subscriber shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by AMICO.

16. Reporting Requirements

16.1 Local Mounting.

The University Subscriber must report, on an annual basis, all AMICO Works mounted locally for use by Designated Users.

16.2 Use Studies.

The University Subscriber is urged to share with AMICO data from all use studies conducted with the AMICO Library.

16.3 Policy on Licensed Resources.

The University Subscriber must provide AMICO with a copy of its policies on the use of licensed resources, and its procedures for acting against known infringements.

17. Withdrawal of Works from the AMICO Library

AMICO may withdraw specific AMICO Work(s) from the AMICO Library for good cause shown. Any claim, dispute, or action related to contributed multimedia documentation by an AMICO Member shall be deemed to establish good cause for the removal of such a work. The University Subscriber shall withdraw disputed AMICO Work(s) from institutionally managed local storage within ten (10) days following the date of notice by AMICO requesting such removal.

18. Term and Termination

18.1 Term.

This Agreement shall come into force on the Effective Date and shall remain in effect through the end of the subscription year as defined by the Authorized Distributor. This Agreement shall automatically be extended for successive terms provided that the annual subscription fees are paid and no notice of change of terms is given by AMICO.



18.2 Termination.

AMICO may terminate this Agreement upon at least thirty (30) days' prior written notice to the University Subscriber because of any failure of the University Subscriber to perform or observe any material term of this Agreement or if any warranty or representation contained herein is false. The failure of the University Subscriber to report any infringement of which it becomes aware shall be deemed to be a material breach of this Agreement. However, the failure of an Designated User to perform or observe any material term or condition of this Agreement shall not in itself be grounds for termination provided that the University Subscriber is discharging its responsibilities under section 11 of this Agreement.

18.3 Conduct Upon Termination.

Upon termination of this Agreement for any reason, University Subscriber shall promptly notify all Designated Users that the AMICO Library subscription has been terminated and shall promptly remove all AMICO Works and AMICO Library materials from university networks and computers. University subscriber shall promptly erase or destroy all institutionally created and/or managed copies of AMICO materials fixed in any physical medium, including prints, slides, and compact disks and provide certification to AMICO of their destruction.

18.4 Educational Grace Period.

Under extraordinary circumstances (such as a documented budgetary crisis) and solely to fulfil the University Subscriber's educational mission, University Subscriber may continue to provide access to the locally mounted portions of the AMICO Library for a period of one academic semester after the expiration of the term of this Agreement and to specific AMICO Works assigned in current courses for a period of twelve (12) months after the expiration of the term of this Agreement, subject to a duty to promptly remit all back subscription fees and other applicable charges as a condition to renewal of the subscription during the subsequent forty-eight (48) months. Such a grace period will be granted at AMICO's discretion. University Subscriber's wishing to take advantage of this provision must submit a documented request.

19. Miscellaneous Provisions

19.1 Entirety of the Agreement.

The terms and conditions of this Agreement supersede 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. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the parties.

19.2 Choice of Law

This Agreement will be interpreted, governed, and enforced under the laws of the State of New York, without regard to its conflict of law rules. Any claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration to be held in New York City in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19.3 No Assignment.

The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations there under.

20. Attachments:

As per section 16.3 above the University Subscriber appends the following copy of its policies on the use of licensed resources, and its procedures for acting against known infringements.



Title: _____

Date: _____

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above.

Art Museum Image Consortium

[University Subscriber Name]

Jennifer Trant, Executive Director

[Print Name and Title]

Signed: _____

Signed: _____

Date: _____

Date: _____



AMICO

Art Museum Image Consortium

University Subscription Agreement (Short Form)

This Agreement sets forth terms and conditions under which an institution of higher education ("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 non-profit corporation. By agreeing to abide by all the terms and conditions of this Agreement, an institution of higher education becomes eligible to receive access and use the AMICO Library as 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, catalogue 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 a Subscriber to receive access to the AMICO Library under the terms and conditions of this Agreement.

"Subscriber" means an accredited post-secondary educational institution 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 therein, and other materials related to the AMICO Library are protected under U.S. copyright law and other applicable intellectual property and proprietary information laws. This agreement limits Subscriber access to low and medium quality images (24-bit colour, up to 1024x768 pixel resolution) and all associated documentation. Adaptation of AMICO Works is not authorized under this Agreement. When copies of AMICO works are mounted locally, 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 a 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. Faculty members, enrolled students, university employees and researchers officially affiliated with the Subscriber may, as groups, be Designated Users. This agreement does not permit access to and use of the AMICO Library by the following groups: alumni; independent contractors; subscribers who pay fees solely to use university facilities or services (such



as the university gymnasium or library); university tenants; and the members of the household of Designated Users.

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. Copying for educational use limited to Designated Users is specifically permitted. Without express authorization of an AMICO Member and/or other copyright holder, the Subscriber and its Designated Users may not: 1) publish or redistribute any AMICO Work by any means beyond the Designated User community, or 2) make any commercial use of any AMICO Work. Subscriber, or persons acting on behalf of the Subscriber, is prohibited from using any AMICO Work for fundraising, marketing promotion, or public relations without express authorization from AMICO.

Access to the AMICO Library may be by means of controlled workstations located on the Subscriber's premises or from remote facilities. Access from locations other than Subscriber-controlled workstations is only permitted if technical means are in place and used to ensure access to the AMICO Library is limited to authenticated Designated Users.

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 resources, which shall include policies and procedures for handling any known instances of unauthorized use or infringement of licensed resources, including sanctions, where appropriate for instances of knowing and wilful misconduct. Subscriber shall promptly notify AMICO of any instances of unauthorized use or infringement of the AMICO Library and investigate all infringements of which it learns or is notified. Subscriber shall take all reasonable steps to have any unauthorized use or infringement cease immediately and shall take such action as it deems appropriate under its policies against offenders. 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. Limited Access Privilege

Subscriber may grant the privilege of limited on-site access to the AMICO Library to persons who are not Designated Users, but who have authorized access to computer terminals physically located in University facilities maintained by and under the control and administration of the Subscriber. The limited access privilege confers no rights or benefits under this Agreement, and specifically does not confer rights to copy, retain for personal scholarly use, or provide access to others, including Designated Users.

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 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 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.

10. Retention

Upon termination, Subscriber shall take all reasonable steps to ensure destruction of all AMICO works mounted on or distributed by university computer systems or on fixed media, including notification to Designated Users of this requirement. AMICO shall request, and the Subscriber shall provide certification to AMICO within sixty (60) days of such destruction.

11. Miscellaneous Provisions

The terms and conditions of this Agreement supersede 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 there under. All notices required of subscriber shall be sent to AMICO, 2008 Murray Ave. Suite D, Pittsburgh, PA. 15217 USA.

Agreement.

On behalf of _____	On behalf of the Art Museum Image Consortium (AMICO), I agree to the terms
[Subscriber], I agree to the terms and conditions set forth in this Agreement.	and conditions set forth in this Agreement.
Signed _____	Signed _____
Printed Name _____	
Title _____	J. Trant Executive Director
Phone _____ Fax _____	Art Museum Image Consortium 2008 Murray Ave, Suite D
Email _____	Pittsburgh, PA 15217
Address for Subscriber Notice _____	Phone (412) 422 8533 Fax: (412) 422 8594 Email: info@amico.org
Date _____	Date _____



AMICO

Art Museum Image Consortium

www.amico.org

AMICO Library Museum Agreement

By and between the

Art Museum Image Consortium

and



Contents

1.	Introduction	3
2.	Purpose of AMICO	3
3.	Definitions	3
4.	AMICO Museum Subscription	3
5.	Intellectual Property	3
5.1	AMICO's Rights	3
5.2	Grant of Rights	4
5.3	Fair Use	4
6.	Users	4
6.1	Designated Users	4
6.2	Degree Granting Institutions	4
6.3	Limited Access Privilege	4
7.	Use For Education, Research, and Scholarship	4
7.1	Permitted	4
7.2	Prohibited	4
7.3	Required Notices	5
8.	Adaptations	5
8.1	Integrity of AMICO Works	5
8.2	Prohibited Practices	5
8.3	Retention of Adaptations	5
8.4	Notices Required	5
9.	Distribution	5
9.1	Authorized Distribution	5
9.2	Local Mounting	5
10.	Security	6
10.1	Museum General Responsibilities	6
10.2	Museum Policies and Procedures	6
11.	Unauthorized Use	6
11.1	Museum's Responsibilities	6
11.2	AMICO's Rights	6
12.	Fees and Payment.	6
13.	Notices	6
13.1	AMICO	6
13.2	Museum Subscriber	6
14.	Representations and Warrant	7
14.1	General	7
14.2	Intellectual Property	7
15.	Indemnification	7
15.1	AMICO	7
15.2	Museum Subscriber	7
16.	Reporting Requirements	7



16.1	Local Mounting	7
16.2	Use Studies	7
16.3	Policy on Licensed Resources	7
17.	Withdrawal of Works from the AMICO Library	7
17.1	<i>Withdrawal of AMICO Works</i>	7
18.	Term and Termination	8
18.1	Term	8
18.2	Termination	8
18.3	Conduct Upon Term	8
19.	Miscellaneous Provisions	8
19.1	Entirety of the Agreement	8
19.2	Choice of Law	8
19.3	No Assignment	8



1. Introduction

This Agreement sets forth terms and conditions under which a museum 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 non-profit corporation organized under the laws of the District of Columbia. This Agreement is made and entered into as of this _____ day of _____ ("Effective Date"), by and between AMICO and _____, ("Museum Subscriber").

2. Purpose of AMICO

AMICO is operated exclusively for charitable, educational, and cultural purposes. More specifically, the purpose of AMICO is to assist its Members: (1) by compiling a collective digital library of visual and documentary resources documenting works of art (the "AMICO Library"); (2) by providing dramatically increased educational access to the documentary resources for the benefit of institutions of higher education, museums, libraries, schools, and other charitable, educational, and cultural institutions; and (3) by fostering and promoting education and advancing knowledge in areas related to the AMICO Library, including scholarship in the arts, humanities, informational sciences, and social sciences.

3. Definitions

"AMICO Library" means the compilation of AMICO Works and any materials contained therein.

"AMICO Library Museum Agreement" means the Agreement under which AMICO establishes the eligibility, rights and obligations of a museum to subscribe to and use the AMICO Library, as provided by an Authorized Distributor.

"AMICO Work" means the catalogue record and all other related multimedia documentation of a work of art in the AMICO Library.

"Authorized Distributor" means an organization authorized by AMICO to provide access to and support services for the AMICO Library.

"Designated User" means any person authorized to receive access to and use of the AMICO Library under the terms and conditions of this Agreement.

"Museum" means a non-profit organization with a mission to collect, preserve and interpret culture through exhibitions which are open to the public.

"Museum Subscriber" means a Museum authorized by AMICO to receive access to and use the AMICO Library, through an Authorized Distributor, under the terms and conditions of this Agreement.

4. AMICO Museum Subscription

By completing enrolment and by accepting all of the terms and conditions of this Agreement, a qualified Museum becomes an AMICO Museum Subscriber, entitled to all of the benefits of and subject to all of the responsibilities of Museum Subscribers. The policies and procedures governing the qualifications, rights and obligations of Museum Subscribers are established by the Board of Directors of AMICO. Continued acceptance of all the terms and conditions is a condition of this Museum Subscription.

5. Intellectual Property

5.1 AMICO's Rights

The AMICO Library, all of the AMICO Works contained therein, and other materials related to the AMICO Library are protected under US copyright law and other applicable intellectual property and proprietary information laws. The mark, AMICO LIBRARY, and other marks and trade names used to identify the AMICO Library are or shall be protected by US trademark law and other unfair



competition laws. Museum Subscriber hereby acknowledges that AMICO is the sole and exclusive owner of the rights described in this section.

5.2 Grant of Rights.

AMICO hereby grants to Museum Subscriber a non-exclusive, non-transferable, limited license to use, modify, reproduce, distribute, and publicly display AMICO Works for educational, research, and scholarly purposes to Designated Users under the terms of this Agreement. AMICO hereby grants to Museum Subscriber a non-exclusive, limited license to use the AMICO mark to promote the use of the AMICO Library within its Designated User community. All other uses of the AMICO Library, AMICO Works, related AMICO materials, and the AMICO Mark requires the permission of or a separate license from AMICO, or one of its members.

5.3 Fair Use.

AMICO does not intend that the terms of this license in any way limit uses by Designated Users which are designated by the US Copyright Act, Section 107 (Fair Use).

6. Users

6.1 Designated Users.

Museum Subscriber may designate categories of users that may receive access to and use the AMICO Library under the terms of this Agreement. Museum staff, researchers and scholars, trustees, volunteers or docents, visitors to the museum facility, students in non-degree granting programs offered by the museum, visiting museum professionals and others officially affiliated with the Museum Subscriber may become Designated Users. The following groups may not become Designated Users: subscribers who pay fees to use museum facilities or services, museum members, museum tenants, and the members of the household of Designated Users.

6.2 Degree Granting Institutions.

Degree granting institutions officially affiliated with the Museum Subscriber may gain access to and use the AMICO Library by entering into a separate AMICO University Agreement

6.3 Limited Access Privilege.

Museum Subscriber may grant the privilege of limited access to the AMICO Library to: (1) occasional users who are not Designated Users and who have access to computer terminals physically located on the site of and under the control and administration of the Museum Subscriber, and (2) users of the Museum Subscriber's on-line public access catalogue (OPAC) and similar resources, provided that the data displayed on the Museum Subscriber's OPAC does not exceed the scope of the data displayed on the AMICO public website as set forth in the AMICO Public Web Site Specification.

7. Use For Education, Research, and Scholarship

7.1 Permitted.

Access to and use of the AMICO Library under this Agreement is exclusively for education, research and scholarship. More specifically, in addition to and notwithstanding any privileged use set forth in the US Copyright Act, Designated Users may receive access to and use the AMICO Library for: (1) classroom instruction, public lecturing, gallery talks and similar educational interpretation, (2) research, (3) student assignments, (4) display in a public gallery, including use in exhibit labels and other didactic components of the exhibit, (5) public display or public performance as part of a professional presentation at a seminar, conference, or workshop, or other such similar professional activity; (6) use in educational materials created in support of museum programs, provided these materials are not made available for sale or free distribution to the general public; (7) use in a student or faculty portfolio, including non-public display thereof, if such use conforms to the customary and usual practice in the field; and (8) incorporation into museum records as part of the on-going work of the museum (as for comparison in collection acquisition, conservation, curation).

7.2 Prohibited.



Access to and use of the AMICO Library under this Agreement for any and all purposes other than education, research and scholarship is prohibited. More specifically, without express authorization from the copyright holder, The Museum Subscriber and Designated Users are strictly prohibited from: (1) publishing any AMICO Work in any medium or format, (2) redistributing any AMICO Work by any means beyond the Designated User community, and (3) storing any AMICO Work, in whole or in part, beyond the term of this Agreement, unless expressly permitted. In no event may a Museum Subscriber or its Designated Users use any AMICO Work, or any adaptation thereof, in a commercial or business related manner. The Museum Subscriber, or persons acting on behalf of the Museum Subscriber, is prohibited from using any AMICO Work for fund-raising, marketing promotion, or public relations.

7.3 Required Notices.

Any and all publicly displayed AMICO Works must have: (1) any required copyright management information, such as the name of the creator of the work, the name and other identifying information of the copyright owner, terms and conditions for the uses of the work, and such other information as may be required by AMICO, (2) minimum documentation of the work of art, as outlined in the AMICO Distributor Specification and (3) an acknowledgment of the AMICO Member contributing the multimedia documentation to the AMICO Library, except where such an acknowledgment clearly would compromise an educational objective (such as examination).

8. Adaptations

8.1 Integrity of AMICO Works.

The Museum Subscriber must take all reasonable steps to ensure the preservation of the integrity of AMICO Works, in whole or in part, and to protect the moral rights, if any, of the creator of the underlying original work of art. Any adaptation, alteration, addition to, deletion from, manipulation, or modification (together "adaptations") of an AMICO Work, in whole or in part, must be undertaken exclusively for education, research or scholarship. The Museum Subscriber must maintain, subject to audit by AMICO, complete and accurate records of all institutionally created or systematic adaptations of AMICO Works created under this Agreement, including a record of the specific educational, research, or scholarly purpose served by the adaptation.

8.2 Prohibited Practices.

In no event may a Designated User: (1) reproduce or distribute any adaptation of an AMICO Work, in whole or in part; (2) publish any adaptation of an AMICO Work, in whole or in part, in any medium or by any means, or (3) redistribute any adaptation of an AMICO work, outside the Designated User community specified in this Agreement, in whole or in part, by any means.

8.3 Retention of Adaptations

Upon termination of this Agreement, the Museum Subscriber must certify to AMICO that any and all institutionally created adaptations of AMICO Works have been destroyed. With the exception of adaptations for student assignments and for faculty or student portfolios, Designated Users may not retain any adaptation of an AMICO Work, in whole or in part, after the termination of this Agreement. The Museum Subscriber is obligated to inform Designated Users of this provision both during the period of use, and if and when the license is terminated.

8.4 Notices Required.

In addition to any other notices required under this Agreement, any adaptation of AMICO Works, in whole or in part, must: (1) clearly identify all changes in the image and/or related documentation, and (2) set forth citations or direct links to the un-adapted AMICO Work.

9. Distribution

9.1 Authorized Distribution.



Museum Subscriber may receive access to the AMICO Library through an AMICO authorized distributor. The Research Libraries Group, Inc. ("RLG") is an authorized distributor of the AMICO Library under RLG's "Service Agreement." The Museum Service shall be distributed by RLG on the basis of regular, published distribution schedules, subject to interruptions beyond the control of AMICO or RLG. Designated Users may use the AMICO Library at any access point that is controlled by RLG's user authentication system.

9.2 Local Mounting.

Museum Subscriber also may receive access to the AMICO Library through local delivery. When the AMICO Library is mounted locally by the Museum Subscriber it is governed by the terms of the AMICO Distributor Specification, in addition to those in this Agreement.

10. Security

10.1 Museum General Responsibilities.

Museum Subscriber is responsible for: (1) complying with all computer security procedures required by AMICO's authorized distributor, (2) monitoring, exercising control over, and certifying access to the AMICO Library, (3) taking all other reasonable steps to ensure the security of the AMICO Library.

10.2 Museum Policies and Procedures.

Museum Subscriber is responsible for establishing, monitoring, and enforcing controls for the proper use of the AMICO Library, including: (1) adopting and effectively disseminating policies and procedures governing the proper use of the AMICO Library, including appropriate sanctions for knowing and wilful infringements, (2) providing instruction to all Designated Users on the proper use of the AMICO Library; and (3) fully investigating all known infringements and taking appropriate disciplinary action in cases of knowing and wilful infringements.

11. Unauthorized Use

11.1 Museum's Responsibilities.

Museum Subscriber shall not be responsible for the unauthorized use or infringement of the AMICO Library by Designated Users provided that: (1) Museum Subscriber is in full compliance with the requirements of section 10 of this Agreement; (2) such unauthorized use or infringement is without the consent of the Museum Subscriber, (3) Museum Subscriber promptly notifies AMICO of any such unauthorized use or infringement of which it becomes aware; (4) Museum Subscriber takes all reasonable steps to cause such unauthorized use or infringement to cease immediately and (5) the Museum Subscriber takes appropriate disciplinary action against the Designated User. Museum Subscriber shall cooperate fully with AMICO in any investigation of such unauthorized use or infringement.

11.2 AMICO's Rights.

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. Museum Subscriber shall not bring any legal action in connection with an unauthorized use or infringement without first consulting with AMICO.

12. Fees and Payment

Museum Subscriber receiving access to the AMICO Library through AMICO's Authorized Distributor is responsible for the prompt payment of all subscription fees as defined by an AMICO schedule, based on numbers of Designated Users, certified by the Museum Subscriber. This fee, along with other applicable fees charged by the Authorized Distributor for provision of access, will be collected by the Authorized Distributor as a condition of providing that service.

13. Notices



13.1 AMICO.

AMICO may give written notices under this Agreement to Museum Subscriber by electronic mail, by a general posting to the Museum Subscriber, by facsimile transmission (with receipt confirmed), or by conventional mail. In the case of electronic or a general posting to the Museum Subscriber, notice shall be deemed to have been given on the day of the delivery of the transmission. In the case of conventional mail, notice shall be deemed to have been given on the fifth business day following the day of mailing if mailed postage prepaid. Any notice given to the Museum Subscriber will constitute notice to all Designated Museum Users.

13.2 Museum Subscriber.

Museum Subscriber must give notice to AMICO by electronic mail or conventional mail, unless otherwise specified in this Agreement. A notice by a Museum Subscriber to AMICO will not change the terms of this Agreement, or the terms of any AMICO policy or guideline, unless an authorized officer of AMICO expressly accepts the change in writing. Notices to AMICO by conventional mail must be sent to:

Art Museum Image Consortium Phone: (412) 422 8533
2008 Murray Ave, Suite D Fax: (412) 422 8594
Pittsburgh, PA, 15217 Email: info@amico.org

14. Representations and Warranties

14.1 General.

AMICO represents and warrants that it has the authority to enter into this Agreement. Museum Subscriber represents and warrants that it is a Museum and that it has the authority to enter into this Agreement and to perform all the obligations under this Agreement

14.2 Intellectual Property.

AMICO warrants and represents that, to the best of its knowledge, the use of the AMICO Library under the terms and conditions of this Agreement shall not infringe the rights of any third party. However, the foregoing shall not apply to adaptations of AMICO Works created under Section 8 of this Agreement. AMICO makes no warranties and representations, and expressly disclaims any liability, with respect to any rights of publicity or privacy and any moral rights in AMICO Works and other materials in the AMICO Library.

15. Indemnification

15.1 AMICO.

To the extent authorized by law, AMICO shall defend and indemnify Museum Subscriber, its employees, officers, and directors against any claim or action brought against Museum Subscriber arising out of (1) AMICO's breach of any term or condition of this Agreement; (2) any third party claim for infringement or other violation of any third party's intellectual property right or proprietary rights in connection with Museum Subscriber's authorized uses under this Agreement except with respect to adaptations of AMICO Works created under Section 8 of this Agreement. With respect to any such claim or action, AMICO shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by the Museum Subscriber.

15.2 Museum Subscriber.

To the extent authorized by law, Museum Subscriber shall defend and indemnify AMICO, its employees, officers, and directors against any claim or action brought against AMICO in connection with (1) Museum Subscriber's breach of any term or condition of this Agreement, and (2) Museum Subscriber's unauthorized use of the AMICO Library, and (3) Designated Users' unauthorized uses of the AMICO Library if known to the University Subscriber but not acted upon by the University as specified in sections 8.2.3 and 10.2.3 of this agreement. With respect to any such claim or action,



Museum Subscriber shall pay any costs, damages, reasonable attorney's fees or other expenses incurred by AMICO.

16. Reporting Requirements

16.1 Local Mounting

The Museum Subscriber must report, on an annual basis, all AMICO Works mounted locally for use by Designated Users

16.2 Use Studies.

The Museum Subscriber is urged to share with AMICO data from all use studies conducted with the AMICO Library.

16.3 Policy on Licensed Resources.

The Museum Subscriber must provide AMICO with a copy of its policies on the use of licensed resources, and its procedures for acting against known infringements.

17. Withdrawal of Works from the AMICO Library

17.1 Withdrawal of AMICO Works.

AMICO may withdraw specific AMICO Work(s) from the AMICO Library for good cause shown. Any claim, dispute, or action related to contributed multimedia documentation by an AMICO Member shall be deemed to establish good cause for the removal of such a work. The Museum Subscriber shall withdraw disputed AMICO Work(s) from institutionally managed local storage within ten (10) days following the date of notice by AMICO requesting such removal.

18. Term and Termination

18.1 Term.

This Agreement shall come into force on the Effective Date and shall remain in effect through the end of the subscription year as defined by the Authorized Distributor. This Agreement shall automatically be extended for successive terms provided that the annual subscription fees are paid and no notice of change of terms is given by AMICO.

18.2 Termination.

AMICO may terminate this Agreement upon at least thirty (30) days' prior written notice to the Museum Subscriber because of any failure of the Museum Subscriber to perform or observe any material term, agreement or warranty, or if any representation contained herein is false. The failure of the Museum Subscriber to report any infringement of which it becomes aware shall be deemed to be a material breach of this Agreement. However, the failure of a Designated User to perform or observe any material term or condition of this Agreement shall not in itself be grounds for termination provided that the Museum Subscriber is discharging its responsibilities under section 11 of this Agreement

18.3 Conduct Upon Termination.

Upon termination of this Agreement for any reason, Museum Subscriber shall promptly notify all Designated Users that the AMICO Library subscription has been terminated and shall promptly remove all AMICO Works and AMICO Library materials from museum networks and computers. Museum subscriber shall promptly erase or destroy all institutionally created and/or managed copies of AMICO materials fixed in any physical medium, including prints, slides, and compact disks to provide certification to AMICO of their destruction.

19. Miscellaneous Provisions

19.1 Entirety of the Agreement



The terms and conditions of this Agreement supersede 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. This Agreement shall not be modified or amended except by writing duly executed by authorized representatives of the parties.

19.2 Choice of Law.

This Agreement will be interpreted, governed, and enforced under the laws of the State of New York, without regard to its conflict of law rules. Any claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration to be held in New York City in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19.3 No Assignment.

The Parties to this Agreement shall not assign, subcontract, or sublicense this Agreement or any of the rights and obligations there under.

IN WITNESS THEREFORE, the Parties have caused this Agreement to be executed as the first day and year written first above.

Art Museum Image Consortium

[Museum Subscriber Nam]

Jennifer Trant, Executive Director

[Print Name and Title]

Signed: _____

Signed: _____

Date: _____

Date: _____



AMICO

AMICO Library Distribution Agreement

Between

The Art Museum Image Consortium (AMICO)

and



AMICO LIBRARY DISTRIBUTION AGREEMENT

This Agreement is entered as of the ____ day of _____, by and between:

Art Museum Image Consortium, Inc. ("AMICO") notices for which should be sent to the address shown below or to such address as AMICO may inform Distributor of in writing;

Executive Director
Art Museum Image Consortium (AMICO)
2008 Murray Ave., Suite D
Pittsburgh, Pennsylvania, 15217

and _____, with offices at _____, a _____, ("Distributor"), notices for which should be sent to the address shown below or to such address as Licensor may hereafter inform AMICO of in writing.

WHEREAS, the Distributor is a _____

[_____ type of organization]

and desires to provide _____

[name of user group]

, with access to digital multimedia documentation of works of art for their educational use, and

WHEREAS, the AMICO is a not-for-profit consortium with the purpose of enabling educational use of a compilation of multimedia documentation of works of art, known as The AMICO Library™, and Whereas the parties wish to make The AMICO Library™ available to for users and uses served by the Distributor,

NOW, THEREFORE, the parties agree as follows:

Definitions:

AMICO Data Specification. The formal, abstract, description of AMICO data types and values is contained in an annually updated document called the AMICO Data Specification, available online, linked to <http://www.amico.org/>.

AMICO Library Agreement(s). Contracts to use the AMICO Library are collectively known as AMICO Library Agreements. These include trial access agreements, subscription agreements, development and distribution agreements, and may also be collectively referred to as License(s). These Agreements are administered by AMICO; texts are available at <http://www.amico.org>

AMICO Library Edition. The AMICO Library™ is issued in numbered annual editions. AMICO Works may be included in, or withdrawn from, the Library Edition, only as provided for in the Distribution Agreement.

AMICO Library Year. July 1 of the year corresponding to the AMICO Library Edition number to June 30 of the following year, is the period for which rights are licensed to each annual edition of The AMICO Library™.

AMICO Mark

Any graphic image, logotype or text string used to identify the Art Museum Image Consortium, Inc., including its acronym, AMICO.

AMICO Library. The sum of all AMICO Works, plus the indexing and knowledge structuring metadata created by AMICO.

*AMICO Library Mark*

Any graphic image, logotype or text string used to identify the AMICO Library, including its name "The AMICO Library™".

AMICO Member. Institutions with collections of art that belong to AMICO. AMICO's membership at any time is a matter of record maintained on its Web site <http://www.amico.org>. Each institution that is a member of AMICO may contribute works of art to the AMICO Library.

AMICO Works. The sum of all multimedia documentation and text representing a work of art that is linked through mutually referencing digital files in the AMICO Library.

Authorized Users. A defined class of people who may, under the terms of an AMICO Agreement, be licensed to have access to the AMICO Library.

Distribution System. The application systems that manage the data, and online access to the data, that are provided and maintained by the Distributor and through which Licensed Users may use The AMICO Library™.

License Fee(s). The License Fee is an amount set by AMICO each AMICO Library Year as the charge to each class of Licensees for the right to use The AMICO Library™. The License Fee does not include the Service Fee.

Licensed User. A member of the class of Authorized Users for whom a current AMICO Agreement (License) is in effect

Licensee. Any legal entity with a current AMICO Agreement, is a Licensee and may obtain access to The AMICO Library™ for the term of its license through a Distributor(s) of its choice.

Service Fee. The charge made by a Distributor for its services in providing service and support relating to use of its Distribution System. The Service Fee does not include the License Fee, though they may be billed at one time within a single subscription charge.



Section 1. LICENSE TO ELECTRONIC CONTENT

1.1 Distributor's rights.

This Agreement provides Distributor a limited and non-exclusive license to market The AMICO Library™ and gives Distributor right enter into contract with any Licensee to obtain subscription access to The AMICO Library™ through the Distribution System and a limited and non-exclusive license to use the AMICO names for limited purposes as provided herein

Section 2. OBLIGATIONS OF AMICO

- 2.1 *Obtain and Maintain Rights.* AMICO is responsible for ensuring that rights to all parts of AMICO Works are licensed to AMICO either by its Members, a Rights Society representing the creators of the work of art, or other parties possessing relevant intellectual property rights.
- 2.2 *Report AMICO Members.* AMICO will notify Distributor of any changes in AMICO Membership at the time they occur. AMICO Members are Licensees.
- 2.3 *Report Licensees.* Licensees have the right to obtain service through any AMICO Distributor. AMICO will notify Distributor at the time that each License is issued and will maintain a current list of all Licensees online.
- 2.4 *Provide Notice of AMICO License Fee(s).* AMICO shall set the License Fee applicable to any AMICO Library year and notify the Distributor of such fees at least 120 days before the start of each year.
- 2.5 *Provide Notice of AMICO Data Specification Changes.* The AMICO Data Specification, which governs the technical specifications for all AMICO Library content, is linked to <http://www.amico.org/>. It is subject to annual updating. AMICO shall notify the Distributor of any updates that will govern future distributions at least 90 days in advance of their taking effect.
- 2.6 *Provide Initial AMICO Library™.* AMICO shall supply to the Distributor the complete AMICO Library™ as of the date of the signing of this Agreement. The AMICO Library™ will be delivered to the Distributor in the format and by the method defined by the Distributor Specification no later than 30 days after execution of this Agreement.
- 2.7 *Provide AMICO Library Edition.* Additions of new AMICO Works to The AMICO Library™, required to construct the next annual AMICO Library Edition, shall be delivered to the Distributor on or before 1 May of each year.
- 2.8 *Provide Quarterly Updates.* Following initial delivery of The AMICO Library™ to Distributor by AMICO, quarterly updates of additional images and multimedia documentation of AMICO Works already in the AMICO Library may be made available to Distributor by October 1, January 1, and April 1 of any year.
- 2.9 *Provide Weekly Updates to AMICO Works.* AMICO provides weekly updates to the (textual) catalogue records and/or metadata records in the Library by the method defined in the Distributor Specification.
- 2.10 *Provide Notice of AMICO Distributor Specification Changes.* The AMICO Distributor Specification, which governs the functionality and content of applications for distribution of The AMICO Library™, and is part of this Agreement, is published at <http://www.amico.org/>. It is subject to updating. The Distributor will be notified of any updates that govern future distributions at least 90 days before the updates take effect.
- 2.11.1 *Provide Notice for Deletion of AMICO Works.* AMICO may from time to time require that certain AMICO Works or their parts be removed from The AMICO Library™ for reasons of copyright claims or for other reasons that in the judgment of AMICO are meritorious claims. In such cases, Distributor and AMICO agree that AMICO will promptly notify Distributor so that



the Distributor can promptly withdraw such AMICO Works or their parts from The AMICO Library™.

Section 3. OBLIGATIONS OF DISTRIBUTOR

3.1 Maintain a Distribution System and Service

- 3.1.1 *Distribution System.* The Distributor will provide Licensed Users access to a Distribution System that satisfies the requirements of the AMICO Distributor Specifications.
- 3.1.2 *Availability Of Service.* The Distribution System will provide access to The AMICO Library for Licensed Users, 24 hours a day every day of the year (with limited exceptions provided in service agreements between the Distributor and Licensee as required by scheduled maintenance and emergencies).
- 3.1.3 *User Support.* The Distributor will provide some mechanisms to assist Licensed Users at all times, including human support services during reasonable business hours.
- 3.1.4 *Discontinuation of Service.* Should Distributor decide to discontinue offering The AMICO Library™ to any of its current Licensees, Distributor will notify AMICO at least 4 months in advance and provide AMICO such information as is necessary to arrange a smooth transition for Licensee to a new Distributor. In no case will service be discontinued on a date that falls during a Licensee's current academic year.

3.2 Network System Security

- 3.2.1 *Maintaining Security.* Distributor recognizes that maintaining the integrity of The AMICO Library™ and ensuring that use of The AMICO Library™ is limited to Licensed Users are important obligations, and that AMICO may terminate this Agreement if it believes repeated violations of these security principles and/or AMICO's intellectual property rights are occurring and Distributor has not acted effectively to prevent future abuses.
- 3.2.2 *Licensed Users.* Distributor agrees to limit access to The AMICO Library™ to Licensed Users, subject to user authentication as outlined in the Distributor Specification.
- 3.2.3 *Declaration of Security Mechanisms and Notification of Changes in Security System.* The Distributor agrees to provide to AMICO documentation, in writing, of the actual security mechanisms that it uses to ensure access to The AMICO Library™ is permitted only to Licensed Users. Specific measures used may be changed, provided the Distributor notifies AMICO, and AMICO does not object in writing within 15 business days.
- 3.2.4 *Notification of Security Violations.* Distributor will immediately report to AMICO any possible violations of security regarding The AMICO Library™.
- 3.2.5 *Enforcement of Security Policies.* Distributor will cooperate with AMICO in enforcing policies against violators of AMICO license terms, or those who make unauthorized use of the AMICO Library.

3.3 Maintaining the Currency of The AMICO Library™.

- 3.3.1 *Updating Catalogue Information.* Distributor acknowledges that The AMICO Library™ content is undergoing continuous change, and that AMICO provides weekly updates to the catalogue records in the Library, according to methods described in the AMICO Distributor's Specification. Distributor agrees to update the data it distributes on a regular basis, not more than ten (10) days after the updates have been provided by AMICO.
- 3.3.2 *Deleting AMICO Works or parts thereof.* Distributor acknowledges that AMICO may from time to time require that certain AMICO Works or parts thereof be removed from The AMICO Library™. In such cases,



- Distributor will, within ten (10) days of notification by AMICO, take the steps necessary to prevent access by Licensed Users to the identified AMICO Works or parts thereof.
- 3.3.3 *Updates to AMICO Works.* AMICO may provide the Distributor with quarterly updates to The AMICO Library™, including to images and multimedia files. The Distributor agrees to make added material available to Licensed Users no later than thirty (30) days after it is provided by AMICO.
- 3.3.4 *Adding AMICO Works.* No later than 60 days prior to the start of a new AMICO Library Year, AMICO will provide the Distributor with new content to be added to The AMICO Library™, including new AMICO Works. The Distributor agrees to make added material available to Licensed Users no later than sixty (60) days after it is provided by AMICO.
- 3.3.5 *Annual Edition.* Distributor agrees to only provide access to the designated edition of the AMICO Library from July 1 of the AMICO Library Edition year to June 30 of the subsequent year.
- 3.4 *Access for AMICO and AMICO Member Institutions* 3.4.1 *Access for AMICO.* Distributor will provide access free and unlimited to the AMICO Library for AMICO staff and contractors.
- 3.4.2 *Access for AMICO Members.* Distributor will provide free and unlimited access to the AMICO Library for each AMICO Member.
- 3.4.3 *Mechanisms for Access.* Distributor will report mechanisms for access to AMICO contact and AMICO Member contacts and notify of any changes at least 72 hours in advance of their taking effect.
- 3.5 *Analysis and Reporting.*
- 3.5.1 *Use Data.* Collection and analysis of use data will assist both AMICO and Distributor to understand the impact of this overall Agreement, the infrastructure provided by Distributor, and possible improvements in the program. Usage data defined by the Distributor Specification will be compiled by Distributor, consistent with applicable privacy laws and written confidentiality requirements of the parties, and will be made available to AMICO monthly.
- 3.6 *Notices to Users*
- 3.6.1 *Notice of license terms.* The Distribution System shall display appropriate notices informing Authorized Users and members of the public of their obligations under the AMICO License and of the applicability of United States Copyright Act to The AMICO Library™.
- 3.6.2 *Embedded Notices.* Distributor shall not remove, alter, modify, cover or distort any copyright notice, trademark, or other proprietary rights notice placed by AMICO in the Licensed digital media.
- 3.6.3 *Trademarks.* Distributor acknowledges and agrees that AMICO owns and shall own all rights in and to the trademark "AMICO Library" or such other mark(s) as AMICO elects to use to identify The AMICO Library™ that is the subject of this Agreement (the "Library Mark"). AMICO hereby grants Distributor a non-exclusive license to use the Library Mark in connection with development and distribution of and service with respect to The AMICO Library™ (and the promotion and marketing thereof), consistent with the terms of this Agreement. AMICO has the sole right to determine if a use of The AMICO Library™ Mark is permissible.
- 3.6.4 *Ownership.* Distributor acknowledges and agrees that as between Distributor and AMICO, title to The AMICO Library and all applicable copyrights, trade secrets, patents, and other intellectual property rights in The AMICO Library™ is and will be vested in AMICO. AMICO acknowledges and agrees that as between AMICO and Distributor, title to (i) the software and



systems Distributor has developed, will develop, and will employ for the distribution, access, and servicing of The AMICO Library™ and (ii) all applicable copyrights, trade secrets, patents, and other intellectual property rights in such software and systems (excluding AMICO's before-mentioned rights in The AMICO Library™) is and will be vested in Distributor. AMICO further agrees that Distributor may license, to AMICO Licensees, any rights in such software and systems, including rights to their use in conjunction with The AMICO Library™.

- 3.6.5 *Use of Name.* Distributor and AMICO shall each provide the other with samples of its advertising and other promotional materials that bear any of the others' trademarks, for the trademark owner to determine whether its trademarks are being used properly and in accordance with this Agreement. Each party agrees that its use of the other party's trademarks shall inure to the benefit of the owner, and that the Distributor shall obtain no rights thereto except the license granted herein. Distributor and AMICO shall each employ such legends and notices regarding intellectual property and the proprietary nature of such property, in such manner as reasonably requested by the other party in connection with the performance of its obligations hereunder. Distributor and AMICO shall not use the name of the other for publicity, marketing or the like, except in accordance with this Agreement
- 3.6.6 *Access to The AMICO Library™ by Distributor's Staff.* AMICO agrees that employees of the Distributor, including contractors retained by the Distributor, shall, during the term of this agreement, have access to The AMICO Library™ as needed for the purposes of maintaining a Distribution System for The AMICO Library™ and serving Licensees thereto, including the right to demonstrate the AMICO Library to potential subscribers as needed for promotion of The AMICO Library™ Distribution Service. Distributor's staff, including contractors, shall have no other rights with respect to The AMICO Library™ unless they are also Licensed Users under an approved AMICO License.

Section 4. CONFORMANCE TO AMICO DISTRIBUTOR SPECIFICATION

- 4.1 *Initial Acceptance.* Distributor shall provide AMICO access to the Distribution System when it is first developed, and before Licensed Users are provided access to it on a regular basis, in order to permit AMICO to verify its conformance to the AMICO Distributor Specification. AMICO shall note any defects within two weeks of being given such access, and Distributor shall correct any defects identified by AMICO prior to making the system available for Licensed Users.
- 4.2 *On-going Maintenance.* The Distribution System provided by the Distributor will at all times conform to the requirements of the AMICO Distributor Specification, except as specifically accepted in advance, and in writing, by AMICO.

Section 5. FEES

5.1 Distribution fees.

- 5.1.1 *Fee for Being a Distributor.* The AMICO charges no fee to the Distributor for its role in Distributing The AMICO Library™
- 5.1.2 *Fees for Media sent to Distributor.* Distributor agrees to pay a media fee, representing the actual cost to AMICO of creating copies of The AMICO Library™ on media, plus shipping and handling, upon receipt of invoices accompanying data provided by the AMICO. If the Distributor returns media to the AMICO within one month of receipt thereof, no fees will be assessed.

5.2 Collection of, and Accounting for, Fees.



- 5.2.1 *License fees.* Distributor agrees to collect and pay to AMICO the AMICO License Fee due from all licensees receiving The AMICO Library™ through the Distributor's system (including, if applicable, the Distributor's own institution, as a licensee). License Fees are due at AMICO within 30 days of the start of a Subscription by the Distributor.
- 5.2.2 *Service Charges to Licensees.* Distributor agrees not to charge subscribing institutions, in the aggregate, a Service Fee for access to The AMICO Library™ that exceeds the sum of annual License Fee collected by the Distributor for AMICO.
- 5.2.3 *Most Favoured License Fee Provision.* The Distributor is entitled to receive The AMICO Library™ for Licensees subscribing to its services at the lowest fee available to others. Hence, if AMICO agrees to reduce fees for any class of Licensees at any time during the term of this agreement, such a reduction will be offered to the Distributor. If the Distributor agrees to assess Licensees on such a reduced cost basis, then the Distributor's Service Fee must also be reduced if required to satisfy clause 5.2.2 above.
- 5.2.4 *Accounting.* Total income from each subscription (including AMICO License Fee and Distributor's Service Fee) must be reported to AMICO on an annual basis and is subject to audit by AMICO appointed auditors.
- 5.2.5 *Additional Fees.* No additional fees shall be paid under this Agreement unless agreed upon in advance by the Parties in writing.
- 5.3 *Discontinuation of Service.* Should Distributor decide to discontinue offering The AMICO Library™ to any of its current Licensees, Distributor is responsible for refunding to Licensees any fees that it has collected and is obligated under terms of its contracts to refund, in addition to other obligations as set forth in this Agreement.

Section 6. TERM AND TERMINATION

- 6.1 *Term.* The term of this Agreement shall be for _____ months, beginning _____, unless terminated by either party for breach of any of the material obligations under this Agreement. Upon request of the Distributor, received by the AMICO at least six (6) months before the expiration of such term, the Distributor may renew this Agreement on the terms and conditions then in effect.
- 6.2 *Termination.* Either party may terminate this Agreement at any time on the material or persistent breach by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith and provides written notice of such remedy to the other party. The right of either party to terminate this Agreement shall not be affected in any way by its waiver of or failure to take action with respect to any previous breach.
- 6.3 *Effect of Termination.* Upon termination of this Agreement, Distributor shall, within thirty (30) days, deliver to AMICO certification that through its best efforts, Distributor has destroyed the original and all copies of The AMICO Library™ received from AMICO or made under this Agreement and that it has ceased to provide all access to The AMICO Library™.

Section 7. REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND INDEMNITIES

7.1 AMICO Warranties and Obligations

- 7.1.1 *Rights.* AMICO warrants to Distributor that all rights licensed to Licensees have been obtained prior to incorporating works into The AMICO Library™.



- 7.1.2 *Third Party Claims.* AMICO warrants that AMICO has not received, and is not aware of any claim of infringement by a third party with respect to The AMICO Library™ as of the date hereof. If a third party claims that The AMICO Library™ or any digital image therein infringes its copyright, AMICO will promptly notify Distributor of such claim. If a third party claims that The AMICO Library™ or any AMICO Work therein infringes its copyright, AMICO will defend Distributor against that claim at AMICO's expense and pay all damages that a court finally awards, provided that Distributor promptly notifies AMICO in writing of such a claim, and allows AMICO to control, and cooperates with AMICO in, the defence or any related settlement negotiations.
- 7.1.3 *Workmanship.* AMICO warrants to Distributor that the media containing The AMICO Library™ delivered to Distributor is free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original delivery to Distributor. If a defect in such media appears during this 90 day period, the defective media may be returned to AMICO, and AMICO will replace it without charge to Distributor. This shall constitute Distributor's sole and exclusive remedy for a breach of the warranty set forth in this paragraph.
- 7.1.4 *Technical Consultation Agreement.* AMICO will provide reasonable technical consultation to Distributor to facilitate the loading of and maintenance of The AMICO Library™.
- 7.2 Distributor Warranties and Obligations
- 7.2.1 *Rights.* Distributor warrants to AMICO that all rights to the software and systems for the distribution, access, servicing and security of The AMICO Library have been obtained and are maintained during the term of this Agreement.
- 7.2.2 *Third Party Claims.* Distributor warrants that it has not received, and is not aware of any claim of infringement by a third party with respect to the software and systems for the distribution, access, servicing and security of The AMICO Library as of the date hereof. If a third party claims that the software and systems provided by Distributor under this Agreement infringes its copyright or other right, Distributor will promptly notify AMICO of such claim and will defend AMICO against that claim at Distributor's expense and pay all damages that a court or settlement finally awards, provided that AMICO promptly notifies Distributor of such claim and allows Distributor to control, and cooperates with Distributor in, the defence or any related settlement negotiations.
- 7.2.3 *Workmanship.* Distributor warrants to AMICO that the service and systems provided pursuant to the AMICO Distributor Specifications, made a part of this Agreement, are free from defects in materials and workmanship for the term of this Agreement.
- 7.3 *Disclaimers.*
- 7.3.1 *AMICO.* Notwithstanding the foregoing, however, AMICO will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in The AMICO Library™ or any part thereof arising from any act or omission or (to the maximum extent permitted by relevant laws) any negligence and BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, save that AMICO will replace any defective media delivered by it to Distributor under this Agreement.
- 7.3.2 *Distributor.* Distributor shall not be liable to AMICO for breach of the terms of this Agreement by any Licensed User so long as Distributor followed reasonable commercial practices and did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof.

Section 8. PROPRIETARY NOTICES AND TRADE MARKS



8.1 *Cooperation in Development of Promotional Materials and Programs.* The parties will co-operate to develop materials and programs to be used in promoting The AMICO Library™ as offered by the Distributor. The parties agree that neither of them will make any official press release or other formal publicity relating to the subject matter of this Agreement without first obtaining in each case the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any description of The AMICO Library™ in such materials shall be subject to prior approval of AMICO.

9.1 *Use of Name and Trademarks.* Distributor hereby grants to AMICO and AMICO grants to Distributor a limited and non-exclusive, non-transferable license to use the trade mark(s) listed on the attached Schedule # and incorporated herein, provided that such use will be solely for informational and promotional purposes connected with this Agreement. Each party will display the other's trademark(s) only in such a form and manner as will be specifically approved by the other party. Accordingly, all materials in any medium bearing a party's trademark(s) will be submitted for such party's approval, provided, however, that the absence of written approval or disapproval after thirty (30) days following such submission will be deemed approved. Each party recognizes the value of the goodwill associated with the trade mark(s), and acknowledge that such goodwill belongs and will be accrue exclusively to the party that owns such trademark(s). All rights in the trade mark(s), other than those specifically granted herein, are reserved by each party, and neither will acquire any rights in the other party's trademark(s) by virtue of any use it may make thereof. Upon the expiration or termination of this Agreement for any reason, all rights in the trademark(s) will automatically revert to their respective owner, and no further use may be made of the other party's trademark(s).

Section 9. INITIAL DELIVERY AND ACCEPTANCE

9.2 *Delivery.* AMICO shall initially deliver The AMICO Library™ according to the AMICO Distributor Specification. The AMICO Library™ shall be deemed 'Delivered' upon confirmed delivery by courier service.

9.3 *Acceptance Period.* Distributor shall have up to sixty (60) days following initial delivery of The AMICO Library™ (the "Acceptance Period") to evaluate The AMICO Library™. Prior to the end of the Acceptance Period, The AMICO Library™ shall be available only to previously agreed members of the authorized user community for evaluation purposes. If Distributor gives AMICO notice during the Acceptance Period that any part of the delivered materials forming The AMICO Library™ are unsatisfactory for any reason, or fail to substantially conform to the requirements set out in the AMICO Data Specification, and AMICO fails to replace the unsatisfactory materials or cure the defect within 30 days after notice, then Distributor shall have the right to terminate this Agreement.

9.4 *Acceptance Date.* Acceptance shall occur (the "Acceptance Date") upon the earlier of a written notice of Acceptance from Distributor to AMICO, or the end of the Acceptance Period. Upon the Acceptance Date, an acceptance period shall be deemed complete for the purposes of this Agreement.

Section 10. CONFIDENTIALITY

10.1 *Confidentiality Obligation.* During the term of this Agreement each party may receive confidential information of the other party, including without limitation proprietary information, inventions, trade secrets, confidential know-how and other technical, business and operational information related to the development or provision of The AMICO Library™ or to the businesses



of the parties. Except as otherwise transferred in accordance with the terms of this Agreement, all confidential information will remain the exclusive property of the disclosing party and neither party may disclose any confidential information of the other party to any third party for any reason without the prior written consent of such other party, nor to any of such party's employees or staff other than those who have a need to know in order to provide the services contemplated by this Agreement.

- 10.2 *Employees.* Distributor agrees that it will not directly solicit, offer employment to, hire, interfere with or endeavour to hire away from AMICO any current employee who is involved in providing services under this Agreement.
- 10.3 *Survival of Confidentiality Obligation.* The parties acknowledge and agree that the obligation to respect confidentiality of the other's confidential information will survive any expiration or termination of this Agreement.

Section 11. LIMITATIONS OF LIABILITY

- 11.1 *AMICO Liability to Distributor.* Except for liabilities arising from intellectual property infringement or intentional negligence as provided for in Section 7 of this Agreement, AMICO's liability to Distributor shall in no case exceed the amount of the license fees paid by Distributor to AMICO hereunder. In no event shall AMICO be liable for incidental, special, or consequential damages suffered by Distributor, even if it has previously been advised of the possibility of such damages.
- 11.2 *Distributor's Liability to AMICO.* Except for liabilities arising from intellectual property infringement as provided for in Section 7 of this Agreement, or intentional negligence of Distributor or its agents, Distributor's liability to AMICO shall in no case exceed the amount of the license fees paid by the Distributor to AMICO hereunder. In no event shall Distributor be liable for incidental, special, or consequential damages (including lost profits) suffered by AMICO, even if it has previously been advised of the possibility of such damages.
- 11.3 *Liability of Infringes.* Nothing in this Agreement shall prevent AMICO from pursuing any and all legal remedies that may be available to it against any person not a party to this Agreement.

Section 12. GENERAL

- 12.1 *Force Majeure.* AMICO's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes or work stoppage, fires, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.
- 12.2 *Insurance.* Distributor agrees to keep in force and effect insurance coverage through a reputable insurer in such amounts as are adequate to satisfy the performance of Distributor's obligations under this Agreement.
- 12.3 *Severability.* In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
- 12.4 *Choice of law.* The parties agree to remain silent on choice of law.
- 12.5 *Assignment.* Neither this Agreement nor any of the rights under it may be assigned by either party without obtaining the prior written consent of the other party.



Section 13. NOTICES

- 13.1 *Valid Notice.* All notices required to be given under this Agreement shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) seven (7) days after the date of posting in the case of first class registered or recorded delivery.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

(AMICO)

DISTRIBUTOR

J. Trant
Executive Director

Appendix A.

AMICO Distributor Specification

This AMICO Distributor Specification, which governs the functionality and content of applications for distribution of The AMICO Library™, is published at <http://www.amico.org/> . It is subject to updating. This version of the Specification is current as of the date of the signing of this Distributor Agreement.

Appendix B

Data Specification

The AMICO Data Specification, which governs the technical specifications for all AMICO Library content, is published at <http://www.amico.org/>. It is subject to annual updating and the Distributor will be notified of any updates which will govern future distributions at least 90 days in advance of their taking effect.



Appendix C

Schedules and Fees

Fee Schedule for The AMICO Library™ 2001 (July 1, 2001 – June 30, 2002)

The Distributor Agrees to remit to AMICO the annual License Fee on the following basis:

Licensee class:	Fee basis unit:	Fee per unit:
University	Number of Undergraduates*	\$0.25
Public Library	Number of Card Holders	\$0.01
K-12 School	Number of Students	\$0.10
Museum, Archives, Research Institute or Historical Society	Annual Budget	\$2,500 for budgets <\$5M \$3,500 for budgets \$5M-\$10M \$5,000 for budgets >\$10M
Independent Scholar	Individual	\$100

Consortia of Licensees collectively contracting with Distributor for service.

AMICO agrees to accept a reduced license fee from Distributor (reflecting lower license fees collected from Licensees), where Distributor offers a discounted Consortial subscription. The discount accepted by AMICO should be in proportion to the extent that the Distributor discounts its standard service fee, within the following limits. The Consortial discount for The AMICO Library™ may range from 20-50% off the full price. The amount of the discount may be calculated on the percentage of participating eligible** institutional members of the consortium AND/OR on the number of users (based on undergraduate FTE equivalents) represented by participating eligible members***.

Discount	EITHER	OR
Rate	FTE equivalents **	% Participation *
20%	<99,999	< 50%
30%	100,000 - 499,999	50 - 69%
40%	500,000 - 999,999	70 - 99%
50%	1,000,000+	100%

*Graduate-only institutions count graduate students instead of undergraduates.

** Eligible consortium members are those that are non-profit, educational institutions in one of four categories: higher education, K-12, public library, museum or research organization. Consortium



members already subscribing to AMICO that choose not to participate in this consortial purchase are excluded from user counts and percentage of participation calculations.

*** The FTE equivalent is determined by adding the following:

The number of higher education undergraduates x 1.0

The number of K-12 students x 0.4

The number of public library cardholders x 0.04

AMICO Members

Distributors are required to provide access to AMICO members without charge.

Appendix D
Public Web Site Specification

<http://www.amico.org/docs/pub.cat.spec.1.2.html>



Appendix E

Trademarks

Service Marks and Style Guide for AMICO and the AMICO Library

The AMICO Trademarks:

- AMICO, The AMICO Library and other such marks used in print and electronically to identify AMICO and its products are trademarks of Art Museum Image Consortium.

The AMICO Name:

- The first use of AMICO in a document should be as such:
Art Museum Image Consortium (AMICO)
- Subsequent uses within the same document may use either Art Museum Image Consortium or AMICO singularly.

The AMICO Library Name:

- The compilation of Member-contributed data and images is known as the AMICO Library TM. The first use of the AMICO Library within a document should refer to it in this manner with the trademark designation included.
- When the AMICO Library stands alone, not within the text of a sentence, the T in *the* should be capitalized.
Example 1: The AMICO Library TM
- Subsequent use within the same document should still refer to the AMICO Library – not the AMICO Art Library or AMICO Image Library or some permutation – but the TM is not necessary.

The AMICO Logo:

- The AMICO logo, shown below, should be used with the full organization name and web address when using it as an identifier in letterhead (see Example 2).
- If placing on the web it may be used alone, provided that the full name (Art Museum Image Consortium) and web address (<http://www.amico.org> or www.amico.org) is indicated on the page as well.
- The logo should appear no larger than 3 in wide by .5 in high (7.8 cm x 1.3 cm) and no smaller than 1.125 in wide by .25 in high (2.7 cm x .5 cm)

Logo: **AMICO**

1. Example 2:

AMICO

Art Museum Image Consortium
www.amico.org

(Name and web address are centred

*below the logo and proportionate to
logo's size.)*

**The AMICO Tagline (Service Mark):**

- The AMICO tagline typically appears at the bottom of AMICO letterhead as such:

Enabling Educational Use of Museum Multimedia

- The line is italicised and each word is initially capped expect for of.
- The line may also be integrated into sentences that discuss AMICO's mission.

Example 3:

The Art Museum Image Consortium seeks to enable educational use of museum multimedia by making the AMICO Library available to university-level and elementary and secondary-level schools via an annual subscription.

The AMICO Font:

- AMICO preferred serif font is Adobe Garamond (Agaramond) and its preferred sans-serif font is Helvetica.



2 Appendix 2 - MOSAIC Confidentiality and Non-Disclosure Agreement

This Agreement is made 1st day of October 1998

BETWEEN

- (1) **<MOSAIC Partner A>** having its principal office at **<address>** (hereinafter referred to as »**<Short name of partner>**"); and
- (2) **<MOSAIC Partner B>**, having its principal office at **<address>** (hereinafter referred to as »**<Short name of partner B>**").

WHEREAS

- (A) **<Short name of partner A>** and **<Short name of partner B>** plan to exchange specific technical and/or business information on a confidential basis for evaluation purposes only. This Agreement sets forth the terms and restrictions that will apply and govern the relationship and exchange of such specific technical and/or business information as well as any and all other information exchanged between the parties.

IN CONSIDERATION of the mutual benefits and obligations of maintaining all information which will be disclosed to the other party, the parties hereby agree as follows:

1. DEFINITIONS

- A. Discloser and Recipient:
 - »Discloser" means **<Short name of partner B>** who is disclosing Confidential Information to the other party; and
 - »Recipient" means **<Short name of partner>** who is receiving Confidential Information from the other party;
- B. »Confidential Information":
 - means all technical and/or business information relating to:
 - i) **<Software product>**;
 - ii) **<Electronic Data>**;

shall include, but is not limited to, any and all information or material proprietary that it has received from the Discloser in tangible form that is marked »Confidential" or »Proprietary". Information which is disclosed verbally will also be considered »Confidential Information" if it



is stated at the time of disclosure by the Discloser to the Recipient to be confidential or proprietary and it is reduced to writing and sent to the Recipient within thirty (30) days of the disclosure by the Discloser and the following types of information and other information of a similar nature, whether or not set forth in writing: discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source codes, object codes, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, "know how", trade secrets, marking techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information. "Confidential information" shall also include any information described as proprietary or designated as confidential information, whether or not owned or developed by **<Short name of partner A>** and the **<Short name of partner B>**.

2. TERMS AND RESTRICTIONS

- A. All Confidential Information disclosed by Discloser shall remain the property of Discloser. It is hereby expressly agreed between the parties that all intellectual property rights that resides in and to the Confidential Information shall vest and remain with the Discloser who owns such intellectual property rights and the parties herein expressly acknowledge and agree that none of the intellectual property rights in and to any and all of the Confidential Information are being transferred, assigned granted, licensed, extended or in any other way vested in the Recipient and the parties hereto acknowledges that the Discloser is not hereby granting or extending to the Recipient any rights of any kind under patent, copyright, trademark, know-how or any other intellectual property rights which the Discloser may now have or may hereby obtain with respect to the Confidential Information.
- B. The Recipient shall use the Confidential Information for the duration of the evaluation period (as hereinafter defined in Clause 2 (D) below) only. The Recipient shall use the Confidential Information only for the purposes stated in the Recital (the »Purposes») UNLESS otherwise agreed to by further written agreement of the Discloser, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information:
- (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no act or fault on the part of the Recipient;
 - (ii) is already known by the Recipient at the time of receiving such Confidential Information; or
 - (iii) is hereafter rightfully furnished to the Recipient by a third party without breach of any separate non-disclosure obligation.
- C. The Recipient agrees that it shall not duplicate, reproduce, copy, distribute, disclose or disseminate the Confidential Information except with the prior written consent of the Discloser. The parties hereto agrees that no Confidential Information shall be disclosed to any officer, employee, or agent of the parties respective organisation, unless such person shall have a need to know such information in order to carry out the Purposes. Each party hereby undertakes to ensure that each of its officer, employee, agent and independent advisors comply with the obligations of this Agreement and to further ensure that any third



party that it may have dealings with regarding any Confidential Information shall execute a confidential agreement in such form and substance similar to this Agreement. The Recipient shall take all precautions to ensure against any breach of confidentiality and will advise its officer, employee, agent and independent advisors who have access to any Confidential Information of the confidential nature thereof and of the limitation with respect to its permitted use.

- D. The evaluation period shall begin on the date of this agreement and shall go on until 31st of January 1999, unless terminated by the mutual written consent of the parties hereto.
- E. Notwithstanding the conclusion or termination of the parties' relationship as described herein, whether due to cancellation by either party upon written notice to the other or otherwise, the Recipient shall continue to fulfil its obligations hereunder and to maintain the confidentiality of the Confidential Information for a period of 5 years thereafter.
- F. All Confidential Information, existing in written form or recorded in any other tangible medium including but not limited to any documents, disks and/or tapes and any and all reproduction, copies, notes or extracts thereof, made available or supplied by the Discloser, shall be returned to the Discloser by the Recipient upon the request of the Discloser.
- G. Upon written request of the Recipient the Discloser may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorised representative of the Discloser, to the Recipient to disclose such parts of the Confidential Information as duly authorised by the Discloser to such other third party as duly authorised by the Discloser otherwise required to be kept confidential by this Agreement.
- H. Notwithstanding any other provisions to the contrary, **<Short name of partner A>** and **<Short name of partner B>** shall not be entitled to assign or transfer this Agreement or any rights granted or created pursuant to this Agreement (including any intellectual property rights) to any other third party unless mutually agreed by **<Short name of partner A>** and **<Short name of partner B>**.
- I. This Agreement shall be governed by and interpreted in accordance with the laws of the country in which the Discloser resides. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which remain in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed by)
for and on behalf of)
<MOSAIC partner A>)
in the presence of

.....
Name :
Title :

Signed by)
for and on behalf of)
<MOSAIC partner A>)
in the presence of

.....
Name :
Title :



3 Appendix 3 - MOSAIC new partner



Agreement as

	Technology Provider
	Technical Partner
	Content Provider
X	Content Partner

with

Partner from Proposal (1996)/Signed agreement/Agreement to be signed/To be contacted

Company:	
Signature:	
Position:	
Date:	
Contact Person:	
Address:	
Phone:	
Fax:	
E-mail:	
Web site:	

Company Profile:



Partner Tipology:	
Partner Contribute in MOSAIC:	
Economical Agreement:	



4 Appendix 4 - National IPR Laws ONLINE

Andorra

Trademark Laws and Regulations (<http://www.omp.ad/angles/legisla/htm>)

Government Entities: Trademark Office (<http://www.omp.ad/>)

Australia

Patent Act of 1990 (http://www.austlii.edu.au/au/legis/cth/consol_act/pa1990109/)

Copyright Act of 1968 (http://www.austlii.edu.au/au/legis/cth/consol_act/ca1968133/)

Annotated Copyright Act (http://www.ozemail.com.au/~pxc/iplocus/annotated_act.html)

Olympic Insignia Protection Act 1987

(http://www.austlii.edu.au/au/legis/cth/consol_act/oipa1987306/index.html)

Trademarks Act of 1995 (http://www.austlii.edu.au/au/legis/cth/consol_act/tma1995121/)

Designs Act of 1906 (http://www.austlii.edu.au/au/legis/cth/consol_act/da190691/)

Austria

You can update by searching the Austrian Bundesgesetzblatt (<http://www.ris.bka.gv.at>) for the word "urheberrecht" (copyright) or "gebrauchsmuster" (design model) or "patent" (patent) in the "suchworte" field and entering the date of the last amendment of the copyright law after which you want to search. For example, some of the amendment to the patent law that come up are from [BGBl. I Nr. 175/1998](#) and from [BGBl. Nr. 181/1996](#)

Belarus

The National Centre for Legal Information of the Republic of Belarus (<http://ncpi.gov.by/>) provides laws in Russian.

Law on Trademarks and Service Marks (http://www.belarus.net/softinfo/catal_la/100039.htm)

Belgium

Copyright Law 1994 (<http://www.ufsia.ac.be/~estorme/auteurswet.html>) in Flemish

Copyright and Patent Laws (http://www.ipr-helpdesk.org/t_fr/p/be/p_051_fr.asp) in French

Bosnia and Herzogovina

Institute for Standardization, Metrology and Patents (http://www.bih.net.ba/~zsmp/welcome_e.htm) has information about some of the IP laws.



Bulgaria

Bulgarian Patent Office (<http://www.online.bg/bpo/engl/Mainm.htm>) has extracts from the Bulgarian Patent Law (<http://www.online.bg/bpo/engl/extract.htm>) in English.

Canada

IP Treaties Canada is a signatory to (<http://strategis.ic.gc.ca/SSG/ip01076e.html>)
Federal Laws in IP (<http://strategis.ic.gc.ca/SSG/ip01077e.html>)
Legislation: Cultural Development (includes copyright)
(<http://www.pch.gc.ca/culture/legislation/english.htm>)
Copyright Act (<http://insight.mcmaster.ca/org/efc/pages/law/canada/copyright.html>) and
(<http://canada.justice.gc.ca/STABLE/EN/Laws/Chap/C/C-42.html>)
Patent Act (<http://canada.justice.gc.ca/STABLE/EN/Laws/Chap/P/P-4.html>)
Trademarks Act (<http://canada.justice.gc.ca/STABLE/EN/Laws/Chap/T/T-13.html>)
Industrial Design Act (<http://canada.justice.gc.ca/STABLE/EN/Laws/Chap/I/I-9.html>)
IP Laws (http://www.sice.oas.org/int_prop/ipnale.asp#CAN) in English and French

Croatia

Intellectual Property Laws (<http://jagor.srce.hr/patent/eng/nn/index.html>) in English

Czech Republic

Laws and decrees (<http://www.upv.cz/english/e-prvnp.htm>) related to Intellectual Property in English.

Denmark

Trademark Act (http://www.ipb.dk/US/Trademarks/danish_trademark_act.htm) in English
Online Legislation from the Ministry of Culture
(http://www.kum.dk/kum.asp?lang=2&color=3&file=/uk/3_STD_706.asp) in English
Government Retsinformation (<http://www.retsinfo.dk/>) includes Lovtidende A (session laws and regulations) for 1995-present. If you select any year an Index appears: go to "Immaterielret" (which covers IP law) and you will find a list of laws which links to the full-text, that have to do with IP. This is a very well organized website, but you must know Danish.

England

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/uk/p_051_en.asp)
English Statutes are available on Lexis (ENGGEN:STAT) and Westlaw
Trade Marks Act 1938 (<http://members.tripod.com/~EECO/tmact38.htm>)
Trade Marks Act 1994 (<http://members.tripod.com/~EECO/menu.htm>) and
(<http://members.tripod.com/~EECO/tmrule94.htm>)



Finland

Patent Act (<http://www.prh.fi/pa/patact.html>) and Patents Decree (<http://www.prh.fi/pa/patdecre.html>) and the Utility Model Act (<http://www.prh.fi/hm/hmlakien.html>) and Utility Model Decree (<http://www.prh.fi/hm/hmlakien.html>) all in English

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/fi/p_051_en.asp) in English

Patent Decree (and updating legislation) (<http://finlex.edita.fi/cgi-bin/kortti/19800669000+>) in Finnish

Law on Collective Marks (<http://finlex.edita.fi/cgi-bin/kortti/19800795000+>) in Finnish

France

The Institute of Intellectual Property Research has the Code of Intellectual Property, regulations and a history of modifications (<http://www.ccip.fr/irpi/code-propriete/index.html>) in French. There are other sources for the Code of Intellectual Property (<http://www.celog.fr/cpi/>) and (<http://www.rabenou.org/cpil.html>) in French. The Code is also available at the official Legifrance website (<http://www.legifrance.gouv.fr/citoyen/index.ov>): go to codes and then to "Code de la Propriete Intellectuelle" for legislation and regulations.

Georgia

Industrial Property Organization (<http://www.global-erty.net/saqpatenti/>)

Germany

Germany Copyright Law (<http://iecl.iuscomp.org/gla/statutes/UrhG.htm>) in English

German Patent Law (<http://www.patentgesetz.de/>) in German

German Copyright Law (<http://www.compuserve.de/recht/gesetze/urhg/index.html>) in German

German IP laws (<http://transpatent.com/gesetze/volltext.htm>) in German

German Trademark Law (<http://www.netlaw.de/gesetze/marken.htm>) in German

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/de/p_051_en.asp) in German

German industrial property, copyright, and antitrust laws: legal texts with introduction /Friedrich-Karl Beier, Gerhard Schricker, and Wolfgang Fikentscher. 3rd rev. (Weinheim ;New York :VCH,c1996-)

Hungary

Industrial Property Legislation (<http://www.hpo.hu/English/ipjvtv/eindex.html>) in English

Lexis has English translations of Hungarian Laws (INTLAW:HULAW)

Ireland

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/ie/p_051_en.asp) in English



Browse the Acts of Oireachtas (<http://www.irlgov.ie/ag/>) using the Alphabetical Table of Statutes for the Copyrights Act 1963, Patents Acts 1964 and 1992, and Trade Marks Act 1996.

Italy

Intellectual Property Laws (<http://www.patnet.it/scripts/legislazione.asp>) in Italian

Copyright Laws (<http://www.math.unipd.it/~derobbio/dd/copyr06.htm>) in Italian

Copyright Law (<http://www.anti.it/41lex633.htm>) in Italian

See the CLEA database (<http://clea.wipo.int/>) in English

Trade Mark Law (http://www.interpatent.com/tm_e.html) in English

Lithuania

Patent laws and regulations (<http://www.is.lt/vpb/engl/>) in English

Luxembourg

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_fr/p/lu/p_051_fr.asp) in French

Intellectual Property Laws (<http://www.etat.lu/ECO/spi/legis/main.htm>) in French

Macedonia

Selected IP laws (<http://www.ippo.gov.mk/download.html>) in English

Netherlands

Copyright Law 1912 (<http://www.buma.nl/algemeen/auteurswet.htm>) in Dutch

Norway

Copyright Law (<http://www.lovdata.no/all/nl-19610512-002.html>) in Norwegian

Copyright Law (<http://www.ub.uio.no/ujur/ulovdata/lov-19610512-002-eng.doc>) in English

Patent Law (<http://www.lovdata.no/all/nl-19671215-009.html>) in Norwegian

Trade Mark Law (<http://www.lovdata.no/all/nl-19610303-005.html>) in Norwegian

Poland

Copyright Code (<http://www.direitos.net/coddir/indice.htm>) in Portuguese

Romania



Laws on industrial property (<http://www.osim.ro/indlegn.htm>) in Italian

Russia

Legislation on Trademarks (<http://www.mospatent.ru/laws.htm>) in English

Slovenia

Intellectual Property Laws (http://www.sipo.mzt.si/DOK_ENG.htm) in English

Spain

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/es/p_051_en.asp) in English and Spanish

Industrial Property Legislation (<http://www.oepm.es/internet/legisla.htm>) in Spanish

Historical Legislation on IP (<http://www.adi.uam.es/~psaiz/normas/normaindex.htm>) in Spanish

Sweden

Intellectual Property Laws (http://www.ipr-helpdesk.org/t_en/p/se/p_051_en.asp) in English

Patent Laws in Swedish (http://www.prv.se/patent/content.asp?LoadPage=06_patentlagen.html)

Switzerland

Intellectual Property Laws (<http://www.admin.ch/ch/d/sr/23.html#23>) in German, Italian and French

Turkey

IP Laws (<http://www.turkpatent.gov.tr/english/tpi.htm>) in downloadable format

United States

Copyright Law (<http://www.loc.gov/copyright/title17/>)

Copyright Recent Legislation (<http://www.loc.gov/copyright/legislation/>)

Patent Law (<http://www.law.cornell.edu/topics/patent.html>)

Trademark Law (<http://www.law.cornell.edu/topics/trademark.html>)

I



5 Appendix 5 - Players and Representatives in the Cultural Heritage Chain

The general players in the field of the Cultural Heritage which cover functionalities from art creation till satisfaction of user/consumer needs are summarized to five categories:

- Organisations and collective participants engaged in the creative area and art creation.
- Individuals, participants and artists.
- Distributors and resellers.
- Art criticism and special editions.
- Museums and galleries.
- Users/customers.

Peculiarities and characteristics, covering a Central/Eastern European country on the example of Bulgaria are presented below.

5.1.1 Collective Participants in the Art Creation Domain

Despite that the art domain is exclusively an area for individual work, the necessity to associate the artists has been estimated long time ago. Thus professional associations of artists appeared. The first one for Bulgaria has been established in 1893 under the name of "Society for Supporting the Arts in Bulgaria". The goals of the Society were to organize collective and one-man exhibitions to cultivate the artistic tasks of the Bulgarian audience to disseminate the art achievements and to elaborate the environment for artistic creative life and activities.

Expressed in current-day terms the collective participants in the art creation domain facilitate the exchange of information, contacts, protect the human, professional and social status of the Bulgarian artists, and maintain legislative initiative.

All these tasks can be supported only in a collective way, which is the prerequisite for the existence of artists' organisations. For Bulgaria during the years since 1893 a number of such organisations appeared, but the integration process finally merged them into one, named Union of Societies of Artists in Bulgaria (1932), renamed to Union of Artists in Bulgaria in 1944 and in 1953 till now - Union of Bulgarian Artists.

Today the Union of Bulgarian Artists (UBA) has 2700 individual members – artists and critics who are representative of all generations. This organisation protects the interests of its members and promotes the Bulgarian culture heritage worldwide. The membership in the UBA is individual.

The Union is subdivided in 16 organisational divisions, which cover the main art sections in the artists domain: painting, graphic arts and illustration, sculpture, criticism, caricature, art spatial design, stage design, restoration, monument arts, design, ceramics, graphic design, "13 new forms of expression, wood-carving, artistic processing of metal and leather, textiles.

Representational offices of UBA are set up in the countryside which consolidate and support the members on regional basis. The Union of Bulgarian Artists is a non-profit artistic association. The Managing bodies of the Union are the General Assembly, the Board of Managers, the Executive Board and the President of the UBA. The supreme managing body is the General Assembly, which is convened every three years by the Board of Managers.

The UBA supports large exhibitions complex. It offers on reduced cost basis exhibition area for its members and presents continuously the National art achievements and/or culture heritage artefacts. The exhibition area hosts an average of eight presentations per month including individual presentations, jubilees, retrospective and visiting artists.

The Union is a natural centre for information and dissemination of art events, forums, international relations for its members on national bases for abroad. The Union edits a bulletin on a monthly basis



which is distributed between the Union members. It consists papers, critics, announcements, references about the artist activities, achievements, up to date news.

The UBA supports Council of Experts which is engaged in evaluation of quality of the art facts, assess art characteristics and consults customers and business representatives.

The Creative Fund manages the business activities of the Union. The last comes up with needed resources and support the activities of the Union. The Creative Fund manages small companies and workshops dealing with material art creation. Under the responsibility of the Fund is the Union publishing house "Bulgarski Hudozhnik". The Union workshops are established on national basis in different countryside regions. More powerful representatives are:

- Plastic Art UBA Ltd – Sofia,
- Art Centre UBA Ltd – Plovdiv,
- Decart UBA Ltd – Sofia,
- Artist UBA Ltd – Spanchevtzi,
- Graphics Art workshops in Sofia and Samokov.

The Creative Fund is of supporting the holidays rests of the UBA members at national resort places and creative centres in Balchik, Bozhentci, Veliko Tarnovo, Varshets, Dolna Bania, Sliven, Sozopol, Shkorpilovtsi.

All these value-added activities of the Creative Fund yield the income of the Union and contribute to the collective support of the artists' rights and creative works.

The Union of Bulgarian Artists is a natural centre for the artists, engaged in artefact creation as well as a market place for making business with cultural heritage goods. REGNET will extend the traditional forms of organisation and business process by virtual enterprise concept.

5.1.2 Artists and Individual Creators

The possibilities of the artist to participate directly on the business art market will grow with the implementation of the REGNET system. The traditional forms of trading CH artefacts restrict the influence, which the artist can do on the sells. The artists generally relay on distributors and resellers. The appearance of the virtual emarket will benefit the artists in the buying-selling process and will give them confidence in their discussion making process for artefact production process.

5.1.3 Distributors and Resellers

The general functionality of the distributors concerns the trade of artefacts. They are the main players at the art market. Particularly, the resellers double the activities, which the Creative Fund of the Union of Bulgarian Artists supports for its members. The distributors and resellers can be found under the terms as

- private galleries,
- dealers/private firms dealing with artefact trade,
- houses for auctions.

Samples for these institutions can be found in Appendix V.

Dealers / Private Firms

These kinds of resellers do not support a gallery in explicit way. Generally their business is extended in several domains. The artefact trade is a part of their general business. Representative of such private form is "Roumen Spassov" Ltd.

Houses for Auctions

The houses support temporary or continuous auctions with artefact goods. They operate on national basis and satisfy requests from abroad. Representatives of Houses for auctions are:



“Appolon and Mercury” – Sofia,
“Ceniter” – Sofia.

5.1.4 Art Criticism and Special Editions

The place for critics, evaluation of art achievements, assessment the negotiations and the influence of the art is gathered in special prints papers and journals. We can divide the art criticism activities, according to their form of appearance. They are:

Journals

- Journal “Problems in the Art”. The Institute of Art, affiliated to the Bulgarian Academy of Sciences edits it on a bimonthly basis.
- Journal “Art”. A private consortium on a bimonthly basis edits it.

Newspapers

- “Culture”. Previously the Ministry of Culture has edited it. Now a private consortium supports it.
- Chapters, concerning the arts and culture in each national daily newspaper.

Mass-media Presence

- The National and private TV and Radio channels support specific emissions about art and culture.

Electronic Editions

They are supported in the NET. The representatives are:

- e-journal “Culture forum” (www.cult.bg) ,
- the electronic version of the newspaper “Culture”.

5.1.5 Museums and Galleries

These organisations are state and /or regional supported. The central, national established museums:

- The National Gallery of Fine Arts – Sofia,
- Sofia City Gallery.
- On regional basis the regional community in the regional centres supports the regional museums and galleries, approximately 30 for the 26 administrative regions of the countryside.
- Particularly every place in the countryside, related to the culture and historical events and/or artefact supports gallery and/or museum. For example several city’s museums are supported and preserved in the mountains: Koprivshtiza, Bojentsi, Triavna and at the seaside: Nessebar, Balchik, Sozopol.

5.1.6 Customers and Users

Shortly the Customers and users can be assessed as:

- individuals on private basis,
- corporate: enterprises, museums, universities;
- Government bodies and subordinates.

There are Net peculiarities in these final categories of artefact consumers.



6 Appendix 6 - Bulgarian galleries examples

Peculiarities of these representatives of distributors and resellers are shortly described bellow.

- private galleries,
- dealers/private firms dealing with artefact trade,
- houses for auctions.

Private Galleries

Bulart – Varna



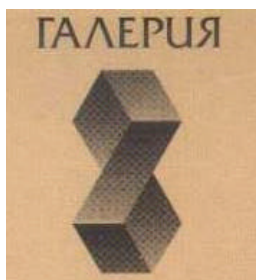
This gallery is a private gallery established in 1996 in Varna. It represents painting, print, sculptures of distinguished artists as well as art works of classic painters. Bulart collaborates with artists, art critics, restoration, experts, journalists, businessmen.

Vollard – Plovdiv



This is a private gallery established in 1989. It is specialized in the field of contemporary art. Accompanying activities concern publishing, music productions, advertising editions.

Gallery8 – Varna



This gallery is the first private gallery in Bulgaria. It is established in 1988 and deals with contemporary visual art, stimulate the creation of chamber art works of easel art.



Gamma – Plovdiv



The gallery was opened in 1998. It specialized about the contemporary art and supports edition of catalogues, folders, posters and post cards.

Drita - Sofia



The gallery was opened in 1998. It works both with recognized names as well as young artists and tolerates their enthusiasm. The key words of Drita activities are: "In the Art there is no name, no colour and no flavour, but there is a talent."

Interart – Sofia



This is a firm for culture and itinerant gallery, established in 1992. It organizes and supports the unique made to order series of print works.

Lessedra Art Gallery – Sofia (www.lessedra.com)

The Gallery was established in 1991 as a private one. Its policy concerns a balance between young new names and distinguished artists of the "mature" generation. The activities of this Gallery consist catalogues publications, organization of workshops in Lessidren village, group exhibitions.



Other operating galleries are :



- Masslarski in Samokov;
- Melon in Sofia ;
- Mia in Sofia ;
- Navil – Art in Varna ;
- Romfea in Plovdiv;
- Rouvel in Kazanlak;
- World 2000 in Sofia ;
- Solears in Sofia ;
- TEDY in Varna .

These representatives of the private galleries operate on private basis and offer value-added services for artists and customers.



7 Appendix 7 - Bulgarian Artist agreement

IZA-ART - Artist Agreement /Bulgaria

?greement

This Agreement is dated as of the Commencement Date (as defined herein), and is by and between Association for management and protection of the intellectual property rights IZA ART Agency (Agency) 1113 Sofia, Latinka str. ? 13, and ("Artist")

WHEREAS Artist desired to have his/her artefact licensed and distributed through the IZA-ART members.

The Parties agree as follows:

The agreement is made on...../2001, which is noted as Commencement Data.

The IZA-ART Agency shall have the right in its sole discretion to discontinue marketing or licensing any accepted Artefact.

The initial form of the Agreement will begin on the Commencement Data and continue two (2) [options: three (3), four (4)] years as elected by Artist. After ending the term, the term will automatically renew for successive one (1) year terms unless one Party notifies the other of its wish to terminate the Agreement on writing at least 30 days prior to the end of the current term.

Artist shall submit his/her artefacts initially to the IZA-ART Agency.

To exhibit, display, publish, reproduce, distribute, create derivative works of the Artist' artefacts, all the images of the artefacts shall be considered accepted in any medium for any purpose, except that Artist shall not have right to the images.

The royalty rate used in determining the payment due to Artist for Accepted artefact is:

6.1 fifty percent (50%) of the Net License Receipts for locations on Bulgaria.

6.2 thirty percent (30%) of the Net License Receipts, for locations abroad.

The calculations, used for determining the payment due to Artist for any settlement, litigation, claim are:

7.1 fifty percent (50%) of the net proceeds actually received by the IZA-ART Agency from any settlement, litigation, or claim; initiated by the IZA-ART Agency, located in Bulgaria;



7.2 thirty percent (30%) of the net proceeds actually received by the IZA-ART Agency from any settlement, litigation or claim initiated by the IZA-ART Agency, located abroad.

Artist agrees to pay a Catalogue Charge of..... with respect to each Accepted Artefact for the inclusion of the artefact in the IZA-ART Dissemination catalogue and Data Base.

In WITNESS WHERE OF, the Parties have executed this Agreement on data set forth bellow to be effective as of the Commencement Date.

IZA-ART Agency

ARTIST

By:.....

By:.....

signature

Alexander Radoslavov
Elected President

Date:

Phone:
e-mail:

Date:



8 Appendix 8 - Research and Education Scenarios in the Library Sector

The general relations between the domain players and the domain services are given in fig.1.

The contents of the domain player are given on fig. 2 and 3. The domain services are described in fig. 4, 5, 6, 7.

The Appendix consists samples of best practices:

www.asia.si.edu

www.nga.gov

www.art-gallery-online.org

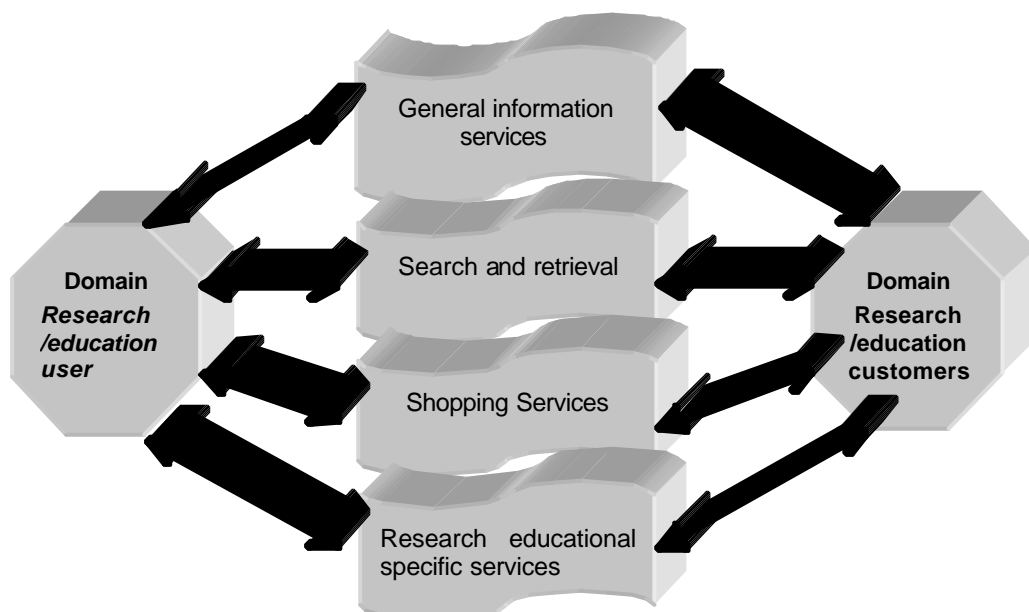


Figure 1 Research/educational use cases

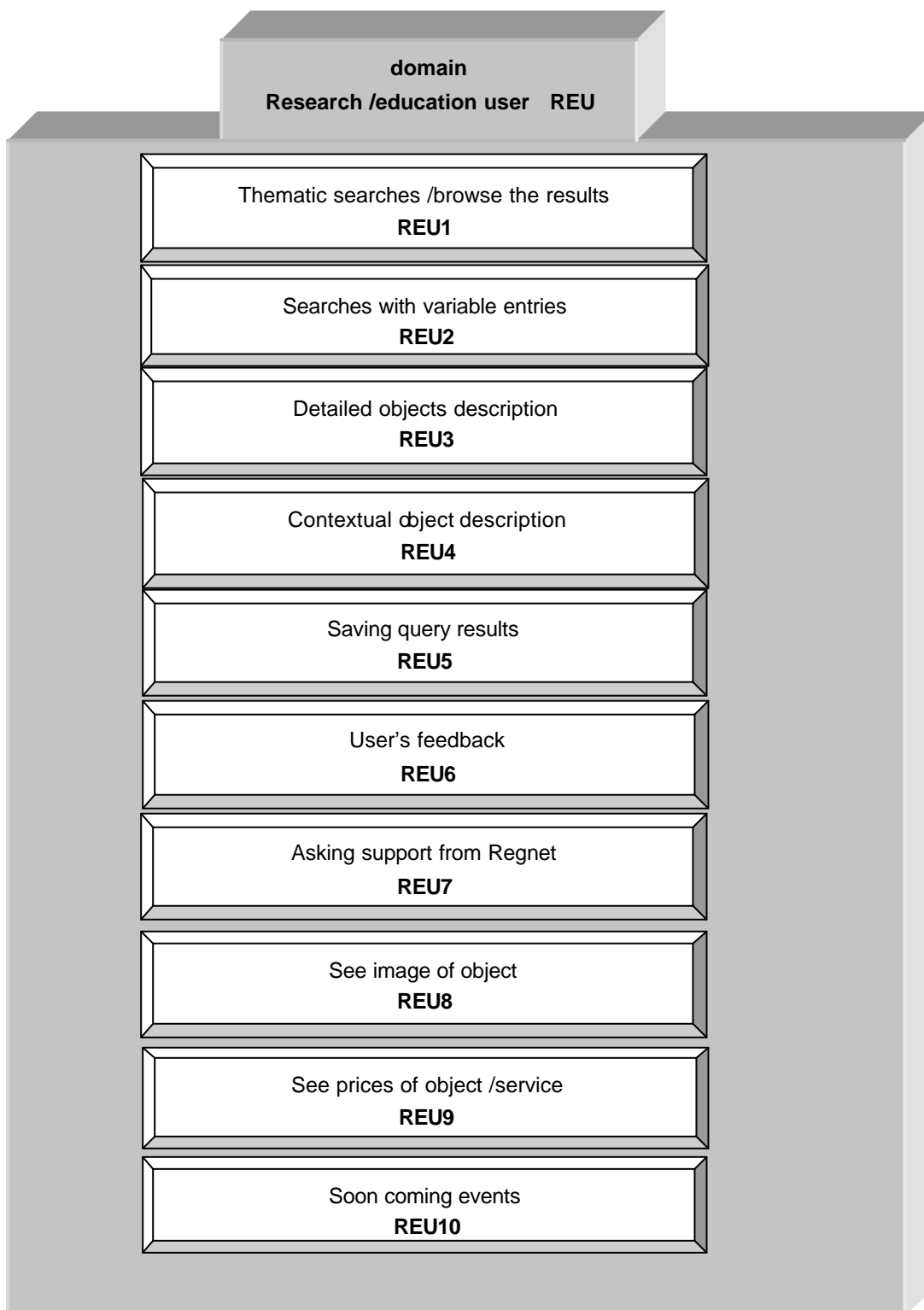


Figure 2 Domain research/education user: content description

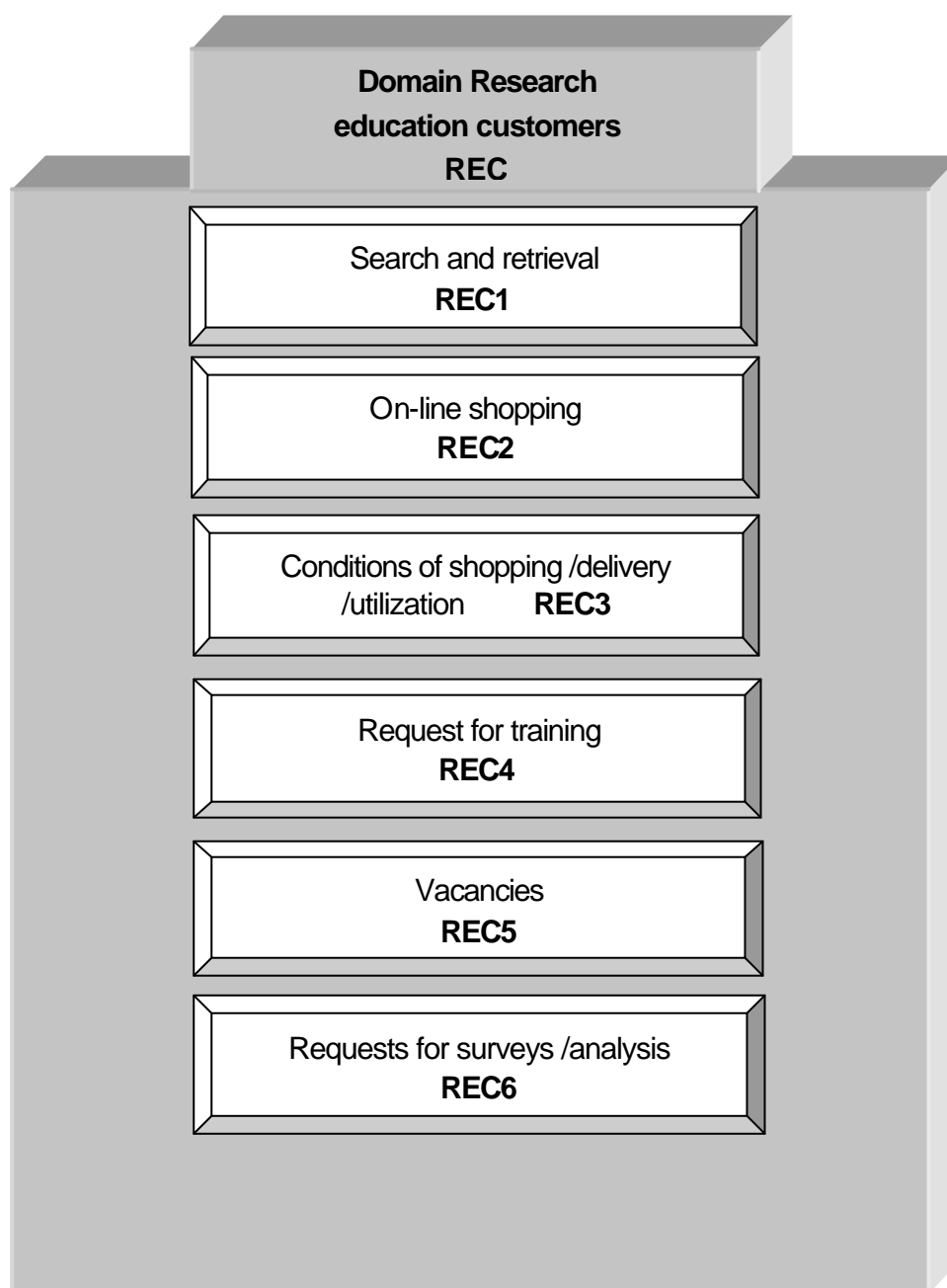


Figure 3 Domain research/education customers: content description

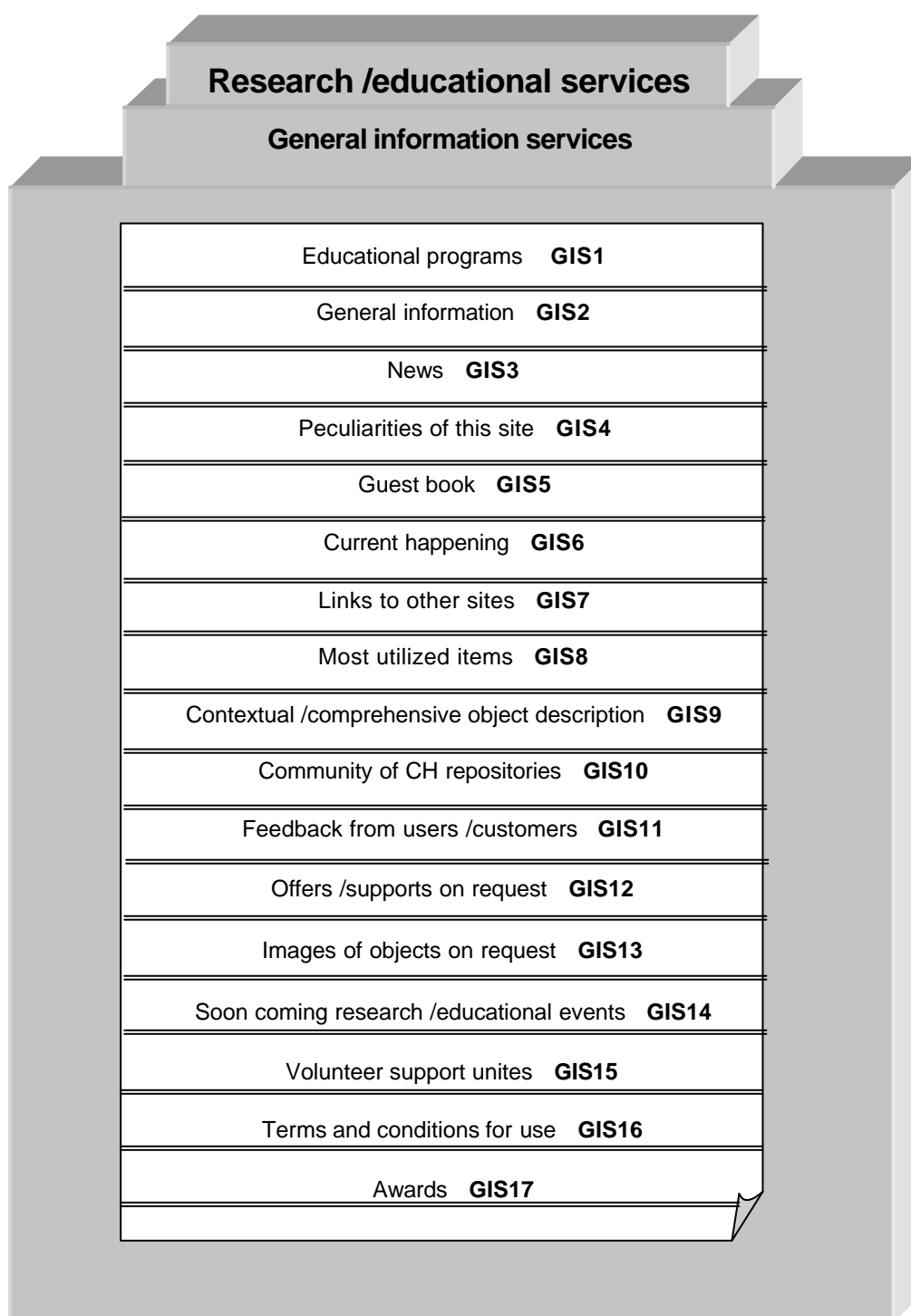


Figure 4 Domain research/educational services: general information services

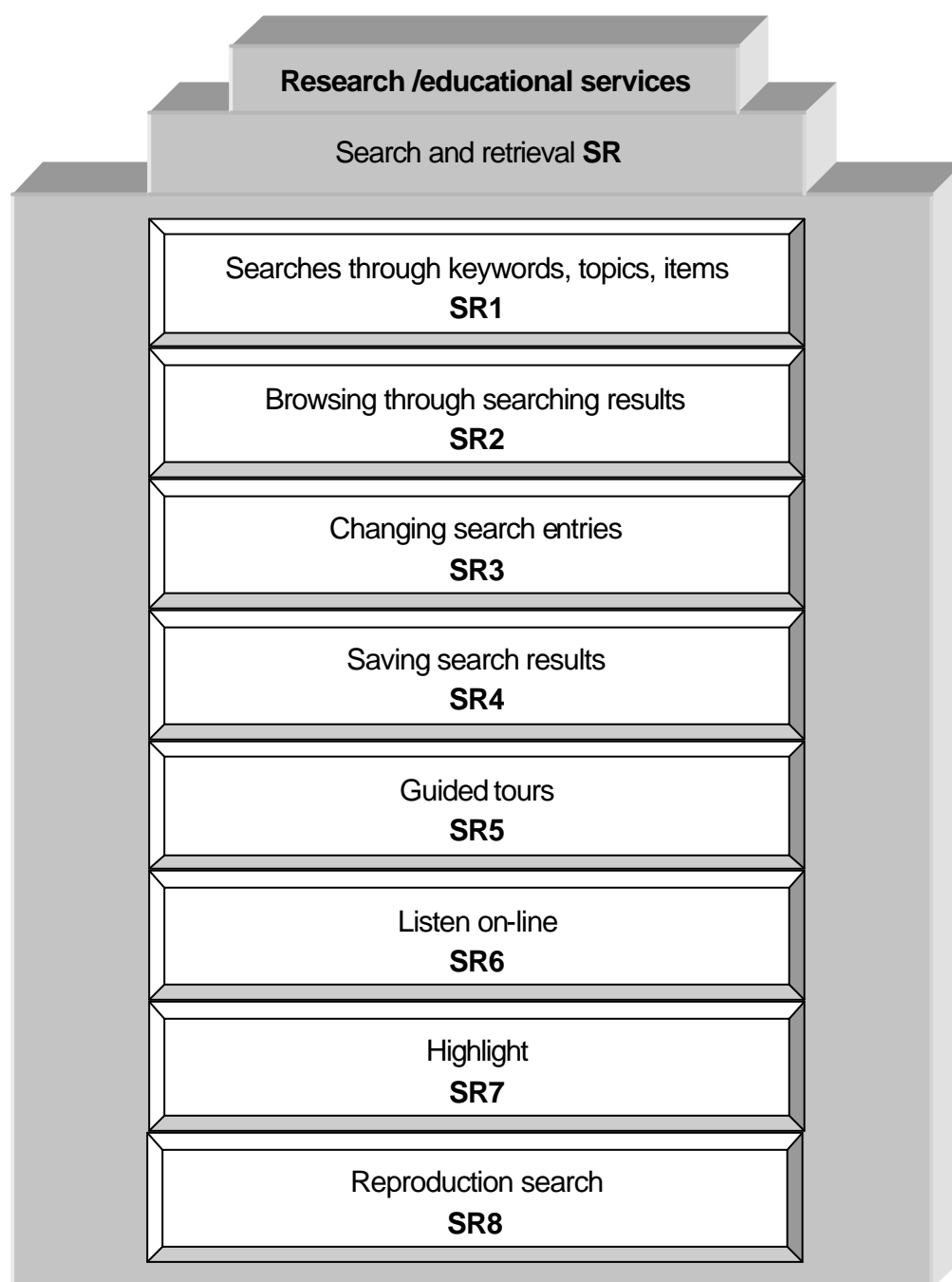


Figure 5 Domain research/education services: search and retrieval

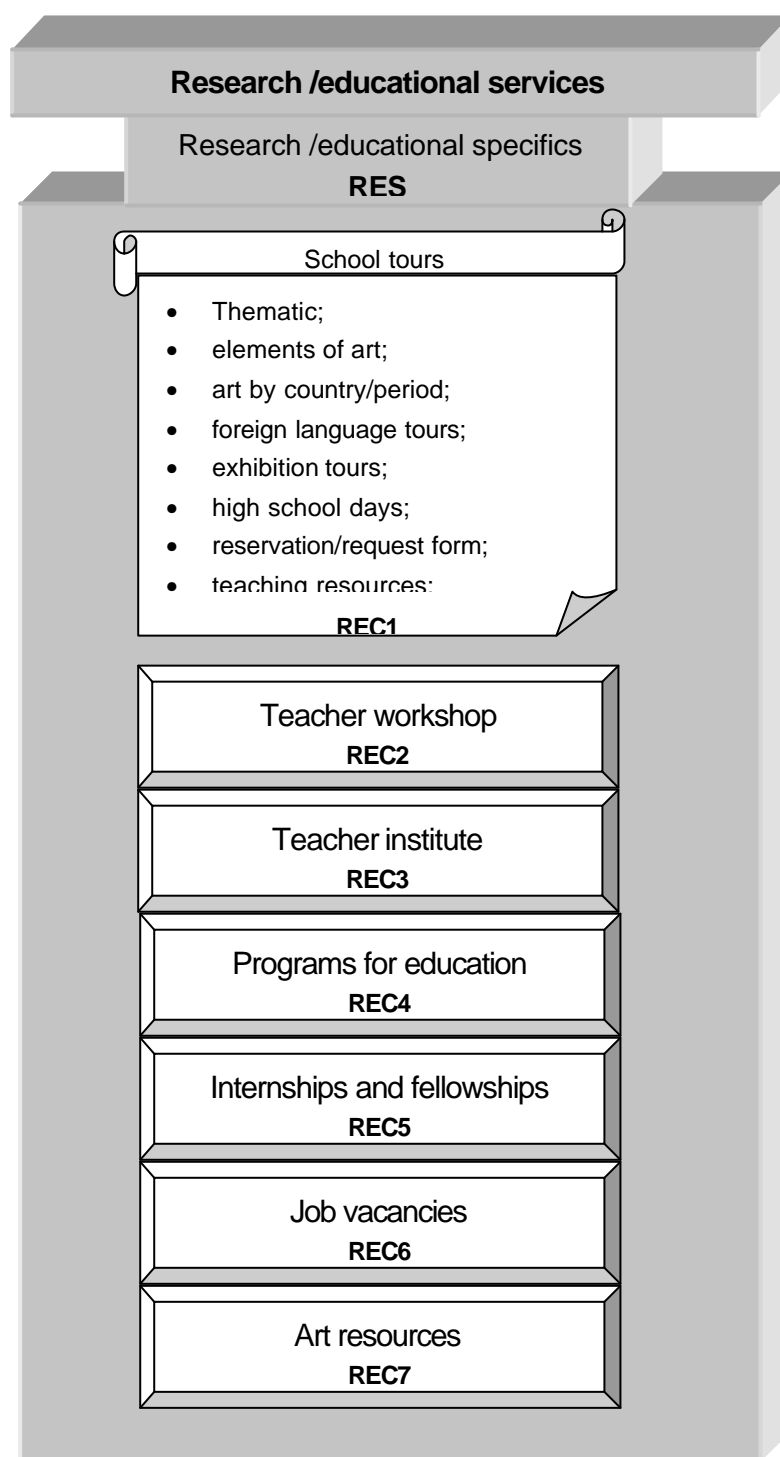


Figure 6 Research/educational researches: specific services

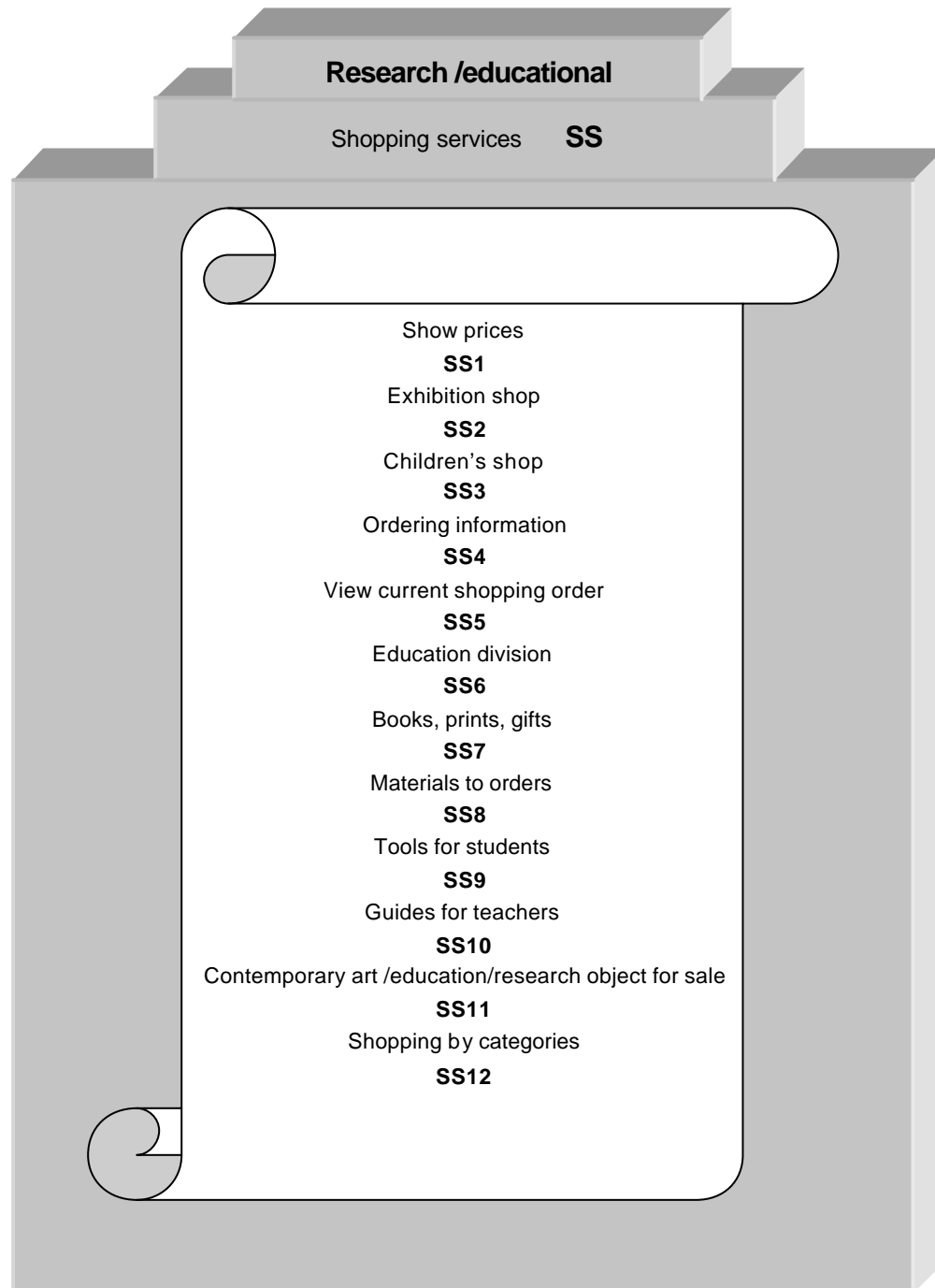


Figure 7 Research/educational services: shopping services

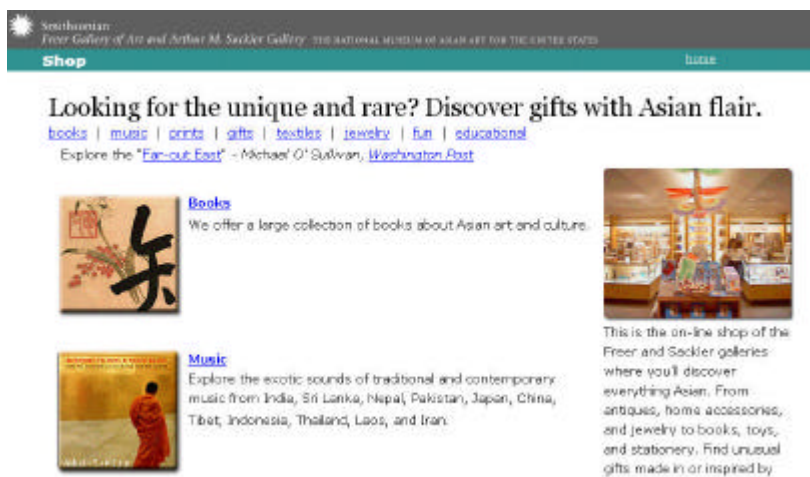


Best practice: www.asia.si.edu

- exhibitions
- education
- gallery shop



- shop
- educational



- educational materials



- educational materials
- gallery shop



[Educational Materials](#)

Explore Hindu worship, learn about Chinese porcelain production, or take a trip to ancient Mesopotamia. Learn about the arts of Asia through videos, slide packets and other resources organized by the galleries' education department.



[Fun](#)

Find an eclectic assortment of items and toys for children and adults. From art kits to lunch boxes, these items are guaranteed fun.

[The Arthur M. Sackler Gallery and the Freer Gallery of Art](#)

[Gallery Shop](#)


[books](#) | [music](#) | [prints](#) | [gifts](#) | [textiles](#) | [jewelry](#) | [fun](#) | [educational](#)

[Information about ordering](#)

[Exhibition Listing](#) | [Calendar of Events](#) | [Site Map](#)

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Last Updated: 14 February 2001
[Comments to Sackler/Freer Webmaster](#)


- materials to order
- guides for teachers

**Smithsonian**
Freer Gallery of Art and Arthur M. Sackler Gallery THE NATIONAL MUSEUM OF ASIAN ART FOR THE UNITED STATES

Education Programs [home > education](#)

Materials to Order

Developed by classroom educators working with museum curators, these curriculum packets provide multidisciplinary activities to capture the interest of your students and inspire their creativity. Ready-to-use slides, lesson plans, and activities for teaching Asian art and culture to students of all ages are included. You can order with our convenient on-line ordering system or you can send in an order form that can be printed from our site. Sorry, no phone or walk-in orders.



[Puja: Expressions of Hindu Devotion](#)

What are the basic beliefs of Hinduism? How do Hindus worship? These and many other questions are explored in this new packet. The accompanying video examines where, when, and why Hindus worship and includes interviews with American Hindus. Posters depicting three major Hindu deities offer points of departure for lesson plans and activities. Interviews with Hindu teenagers living in the Washington area provide students with a contemporary view of the religion. For grades 6-12. Video and 3 full-color posters. \$18

[Info and ordering](#)

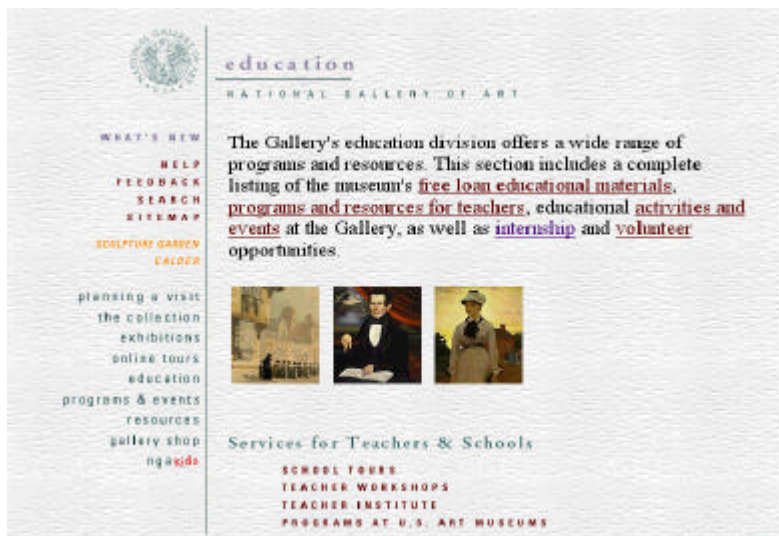
For Teachers

- [Materials to Order](#)
- [Tools for Your Students](#)
- [On-line Guides for Teachers](#)

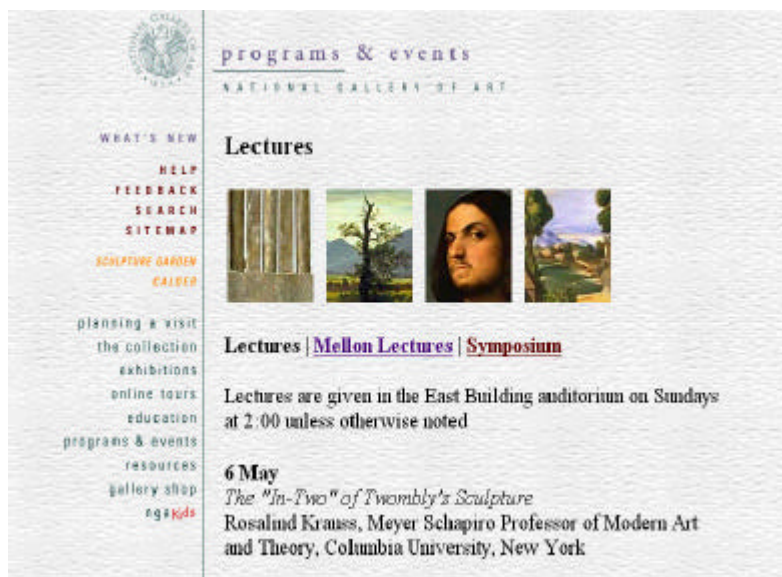


Best practice: www.nga.gov

- education
- programs and resources for teachers
- educational activities
- internships



- programs, events
- lectures





- collections tours
- in depth study tours



Best practice: www.art-gallery-online.org

- term of services



9 Appendix 9 - Research and Education Scenarios in the Artist Sector

The general relations between the art domain users and art domain services are given in fig. 8.

The content of the domain of artist (A) and users/customers (UC) are given in fig. 9 and 10.

The art domain services: Gallery (G), virtual services (VS), art production / selling / services (APSS) are given in fig. 11, 12, 13.

The Appendix consists of samples of best practice:

www.aarti.co.uk

www.art.net

www.nga.net

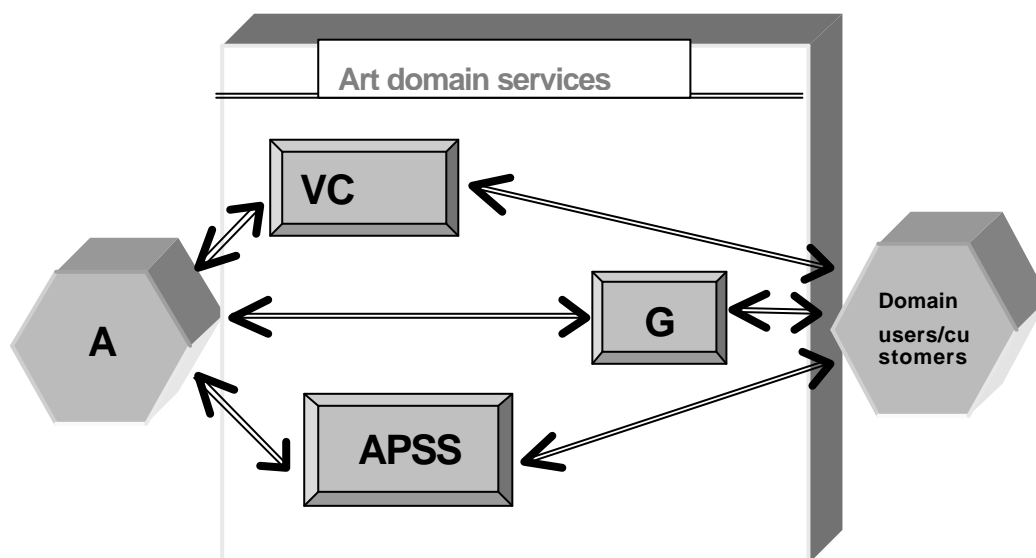


Figure 8 Use case scenario: artist - market



- A:** Domain artist
APSS: Art production selling services
G: Galleries
VC: Virtual services

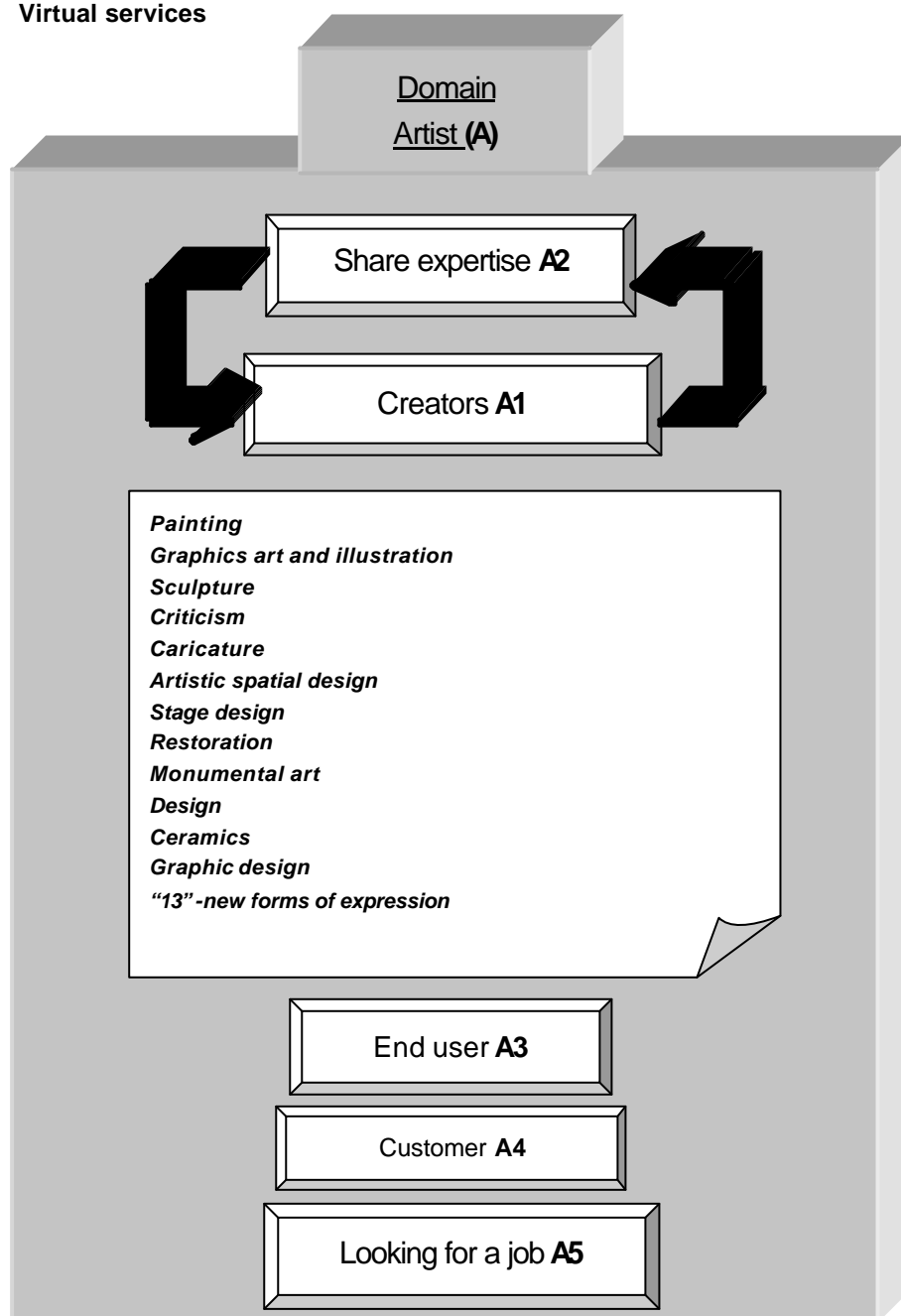


Figure 9 Domain artist: Content description

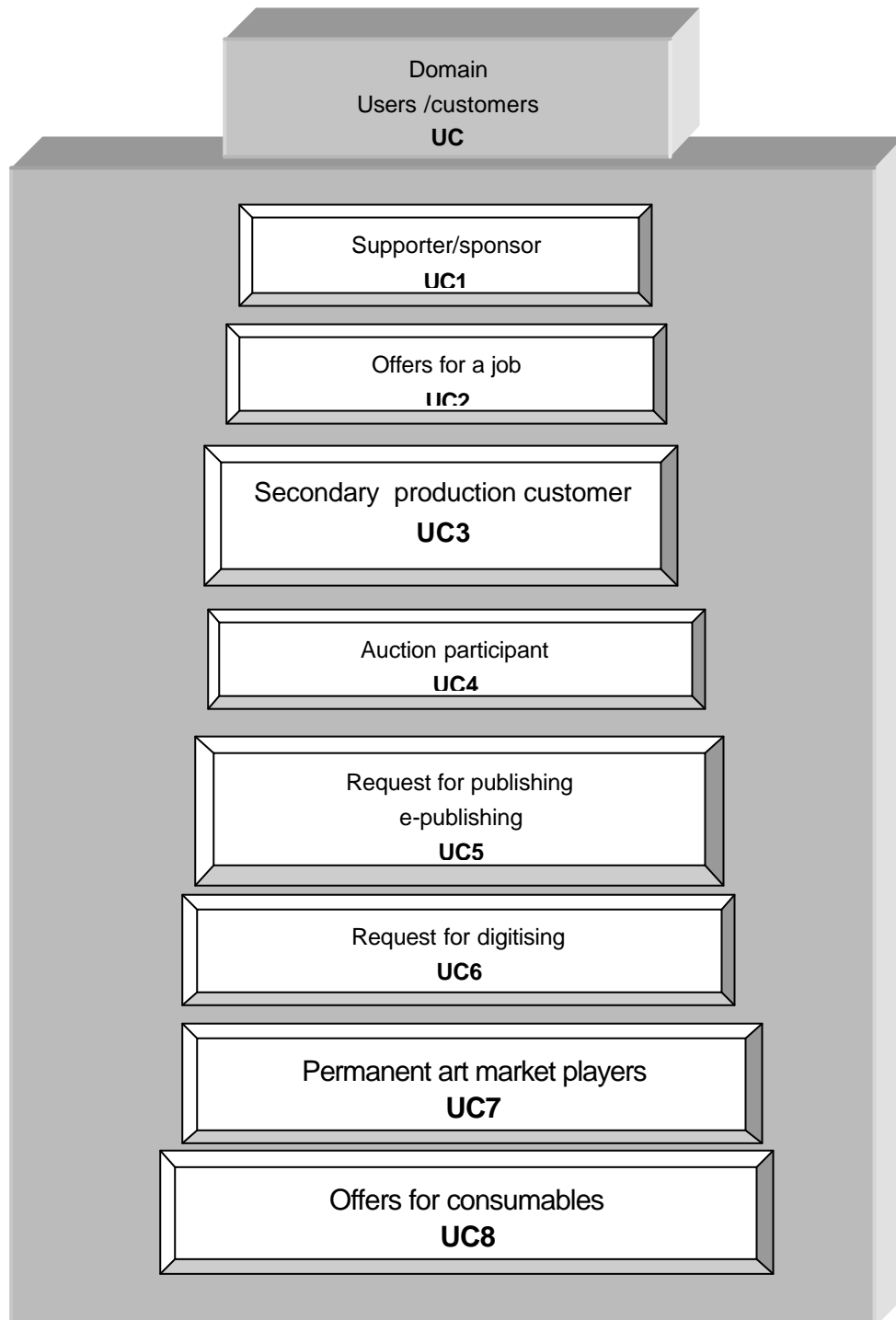


Figure 10 Domain users/customers : content description

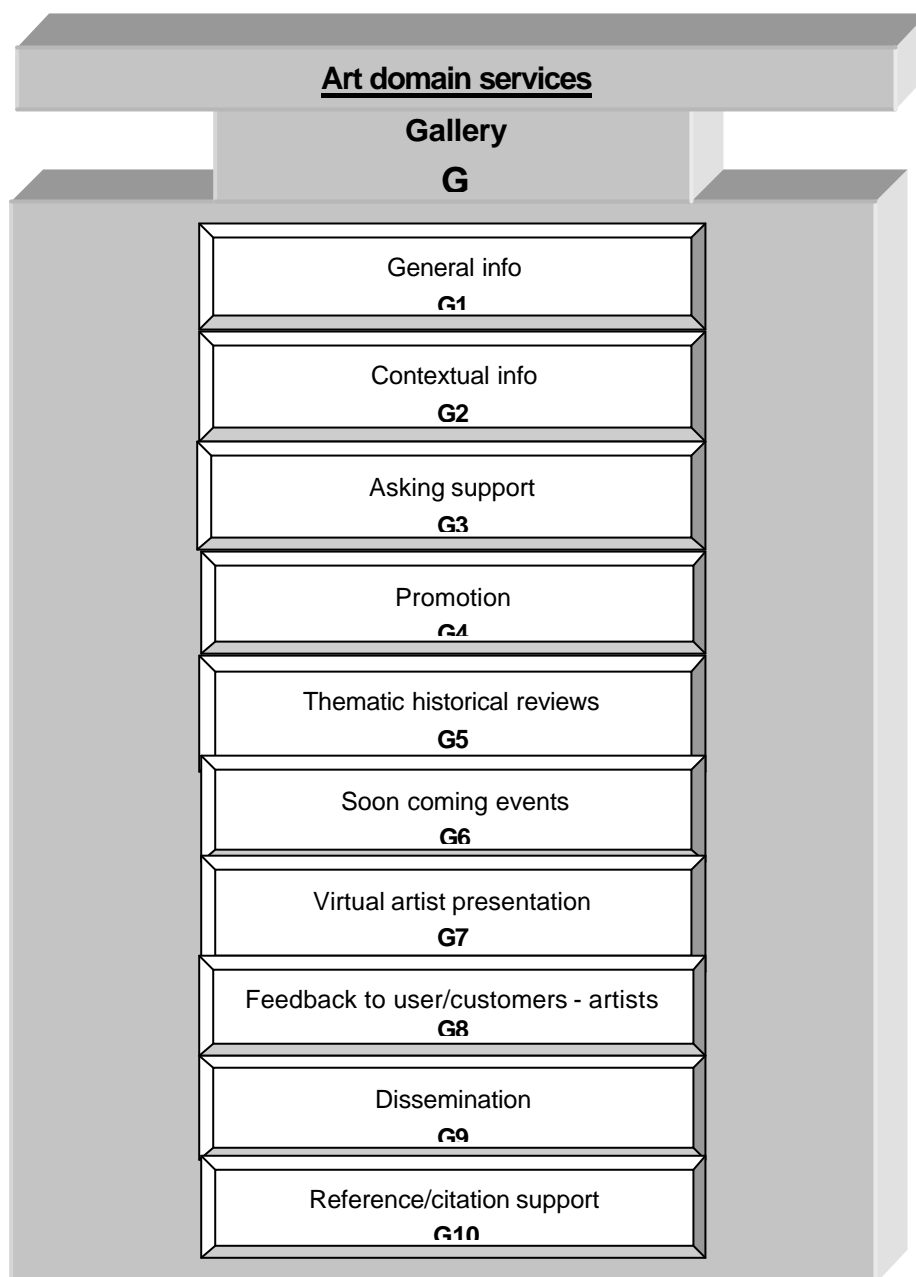


Figure 11 Art domain services: Gallery

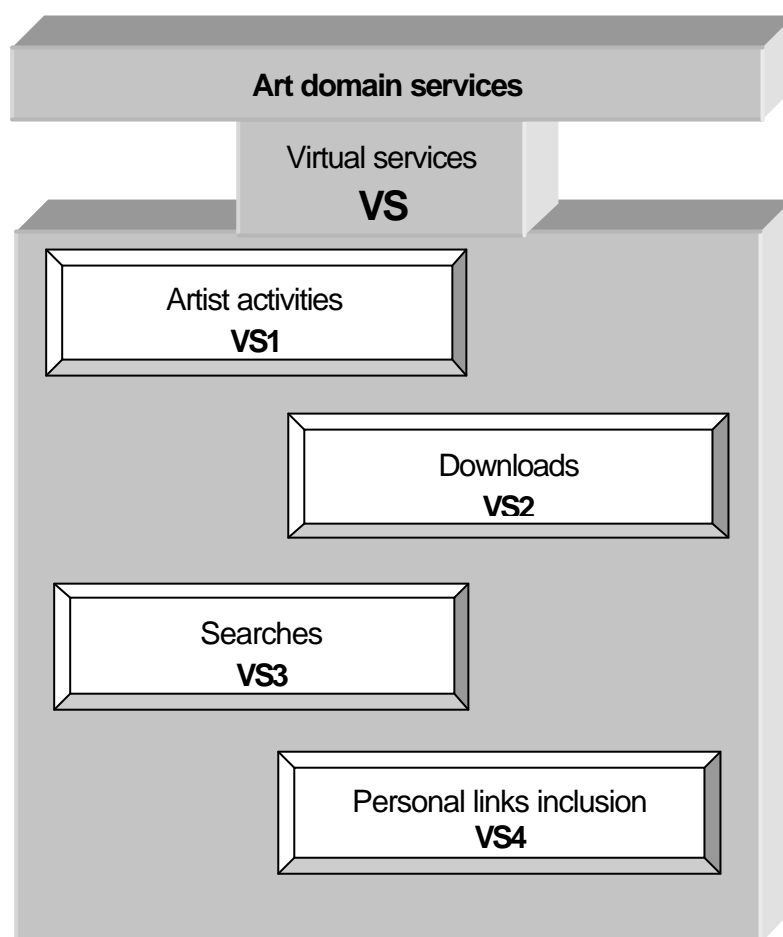


Figure 12 Art domain services: virtual services

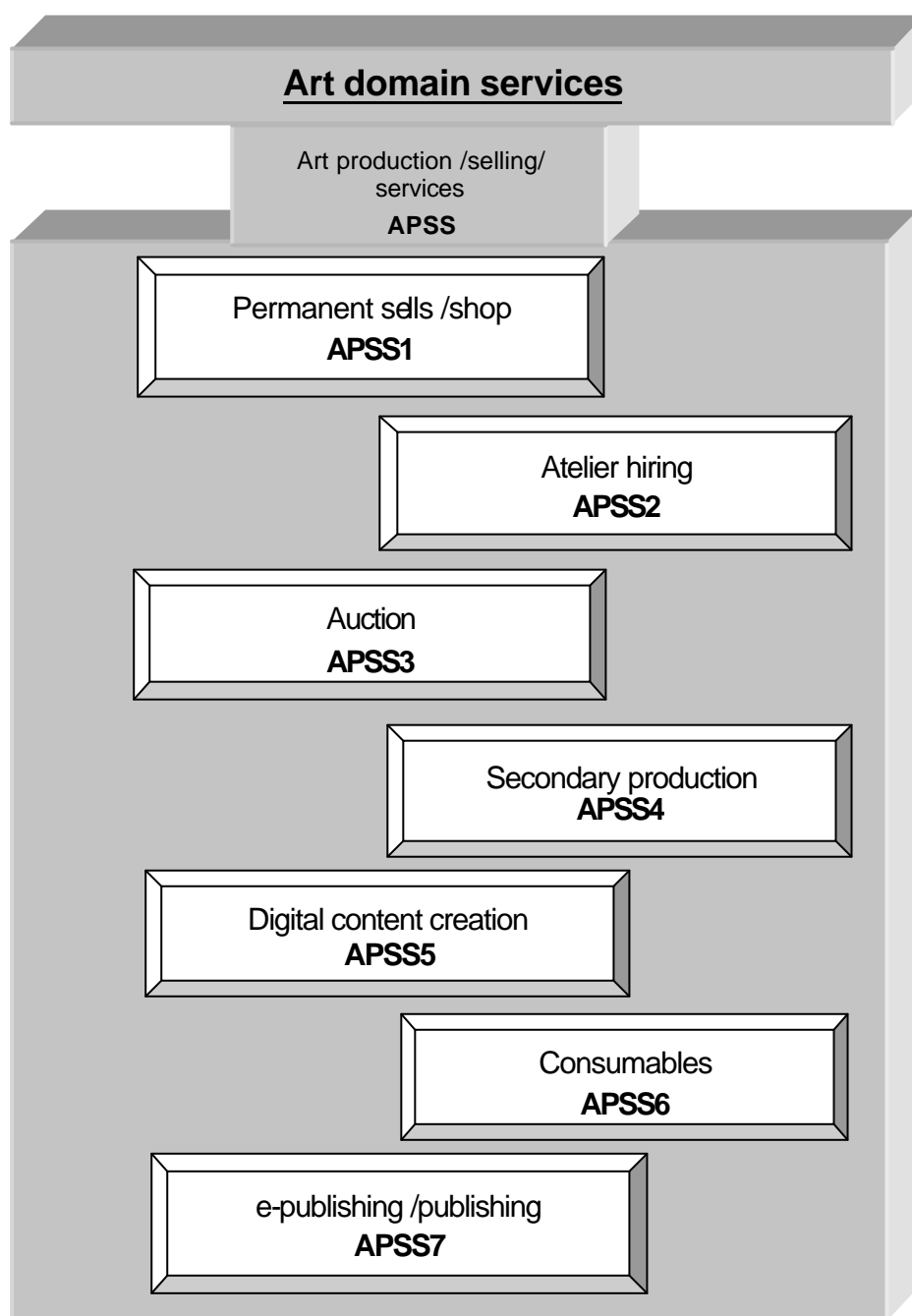


Figure 13 Art domain services: art production/selling/services



9.1 Best practice

Best practice: www.arti.co.uk

- contemporary sales
- artist currently exhibitions
- internet advertising for artists



Best practice: www.art.net

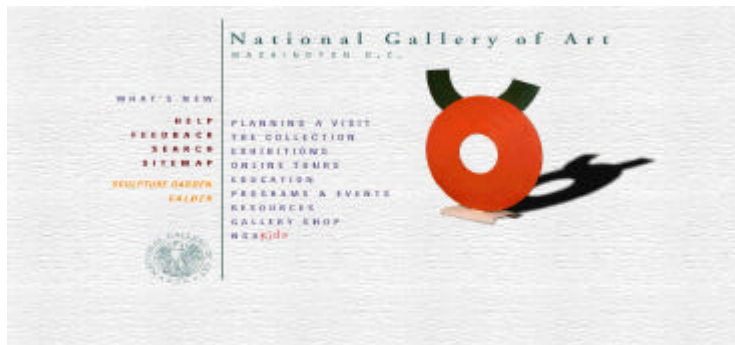
- artist studio
- gallery room
- current art happenings
- artists resources
- sign our guest book





Best practice: www.nga.gov

- feedback
- search
- gallery collection
- on – line tours





10 Appendix 10 - Survey of online auctions and offering systems for individual artists

10.1 Downloads from <http://askart.com>

Date: 14/06/01

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About AskArt.com

The story of **AskART.com** begins with Roger Dunbier, Ph.D. (1934-1998) who grew up in the studio of his father, the successful Nebraska painter Augustus Dunbier. As a child, Roger travelled with his parents on summer painting trips around the United States, and later to Europe where they toured the great museums. Roger completed his education with post-graduate work at Oxford, where he earned three degrees, including his doctorate. By the 1950s, he became interested in computers and their ability to store and manipulate incredible amounts of data.

During the 1960s, he pursued hands-on work with computers, in the area of research for a major bank, and later as an independent researcher in mapping real estate values. With a colleague, he developed and standardized the first computerized Multiple-Listing program, the original now utilized by real estate firms across the country.

It was natural for Roger, from an art-oriented family, to apply these cognitive skills to analysis of values in fine arts. It was apparent to him that nothing existed as any kind of comprehensive informational system from which unbiased estimates of value could be established. For art prices, it was necessary to rely upon random realized art auction prices, or telephone calls to experts who might provide anecdotal information. No comprehensive system of comparables, so vital to real estate appraisal, existed in the area of art.

He decided to create what had never before been done: a method by which art values might be calculated. In 1983, he partnered with a skilful programmer, who has been involved with the project since that time. For eighteen years, the database has grown into what is now known as **AskART.com**. Roger's wife, also employed full time in the art world, worked alongside as they all sought methods to separate from a mountain of data the objective from the subjective, and to produce reader friendly output that embraced extensive artist biographical information and literature, as well as valuation methods.

A team of interested professionals has joined the company since then, most of whom are either art collectors, appraisers, dealers or researchers. They advocate streamlining the process of connecting art enthusiasts with information they seek, and have recently been involved with the expansion of the educational and resource opportunity the Dunbier data can also provide to collectors, gallery owners, appraisers, museum administrators, and students of fine art.



The View of Main Site of AskART

AskART.com

Extensive Information on 25,000 American Artists
"The Artists Bluebook"™

Conduct an Artist Search or choose from any of the selections below.

AskART
The world's most comprehensive database about American artists.

After selecting an artist, you may discover all or part of the following information:

- Auction Records
- Biography
- Image Gallery
- Book and Periodical References
- Dealers
- Museums
- Exhibitions
- Artist Bulletin Board
- Artwork for Sale

CATEGORIES OF INTEREST

- Highest Auction Prices
- Impressionist Pre-1940
- Hudson River School
- Notable Sculptors
- Notable Modernists
- Notable Women
- California Artists
- MORE CATEGORIES...

DIRECTORIES

- Museums • Dealers
- Auction Houses
- ART Travel Directory

GENERAL INFORMATION

- Museum/Dealer Registration or Login
- Dealer Classifieds
- About Us
- Contact Us
- Q & A
- Our Database
- Our Fan Mail
- Order Now: The Artists Bluebook—our printed Directory

Choose Below to View Complete Alphabetical Artist Listings

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

AskART.com

The site has a compact design with concentrated rich information (Categories of interest, Directories, General Information), a possibility for searching, help for searching, ordering, contacts.

A part of the List of Top 100 American Auction Prices

AskART.com

Artist Last Name: First Name: (optional) **ASK!**

Use Last Name or both fields, to refine search results. You may use full or partial name.

Top 100 American Auction Prices (as of 5/29/2001)

\$27,502,500 - Bellows, George Wesley	\$3,962,500 - Lichtenstein, Roy
\$20,680,000 - deKooning, Willem	\$3,962,500 - Gorky, Arshile
\$17,327,500 - Warhol, Andy	\$3,962,500 - Stella, Frank
\$15,622,500 - deKooning, Willem	\$3,962,500 - Chase, William Merritt
\$14,305,750 - Rothko, Mark (Rothkowitz)	\$3,962,500 - Diebenkorn, Richard
\$12,100,000 - Johns, Jasper	\$3,960,000 - Pollock, Jackson
\$11,550,012 - Pollock, Jackson	\$3,907,500 - Calder, Alexander
\$11,112,500 - Sargent, John Singer	\$3,852,500 - Lane, Fitz Hugh
\$11,005,750 - Rothko, Mark (Rothkowitz)	\$3,852,500 - Gorky, Arshile
\$11,002,500 - Rothko, Mark (Rothkowitz)	\$3,850,000 - Twombly, Cy
\$8,800,000 - deKooning, Willem	\$3,742,500 - deKooning, Willem
\$8,362,500 - Sargent, John Singer	\$3,740,000 - deKooning, Willem
\$8,362,500 - Johns, Jasper	\$3,740,000 - Warhol, Andy
\$8,250,012 - Church, Frederic Edwin	\$3,632,500 - O'Keeffe, Georgia Totto
\$7,922,500 - Hassam, Childe (Frederick)	\$3,632,500 - Warhol, Andy
\$7,922,500 - Johns, Jasper	\$3,632,500 - Rothko, Mark (Rothkowitz)
\$7,502,500 - Sargent, John Singer	\$3,632,500 - Remington, Frederic Carlisle



A View of the Site “Searching Auction Houses”

There is a possibility for searching Auction Houses by State, City or Alphabetically by Name.

The result of searching Auction Houses



Artist Last Name: **First Name (optional):** **ASK!**

Use Last Name or both fields, to refine search results. You may use full or partial name.

HOME

Establishment	Address	Contact Info	WWW
Adam A Weschler & Sons	905-9 E. Street NW Washington, DC 20004	202-628-1281	www.weschlers.com
Alaskan Art Auction	Anchorage, AK		
Alderfer's	501 Fairgrounds Road Hatfield, PA 19440	215-393-3000 auction@alderfercompany.com	www.alderfercompany.com
Altermann Galleries	2727 South Street Dallas, TX 75201	214-671-3035 askart@altermann.com	www.altermann.com
Bakker/Buccelli	218 Broadway Cambridge, MA	617-254-7919	www.abauktioners.com
Barridoff Galleries	P.O. Box 9715 Portland, ME 04106	207-772-5011 info@barridoff.com	www.barridoff.com
William Doyle Galleries	175 East 87th Street New York, NY 10128	212-427-2730 info@doylenewyork.com	www.doylenewyork.com
Wall's	1239 West 6th Street Cleveland, OH 44113	216-575-9069	
Young Fine Arts Gallery Inc	Box 513 North Berwick, ME 03906	207-676-5104	

Not on this list? [CLICK HERE](#)
Return to Directory Search [CLICK HERE](#)

[Home Page](#) | [Terms and Agreement](#)

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It is presented BlueBook and there is a possibility for ordering

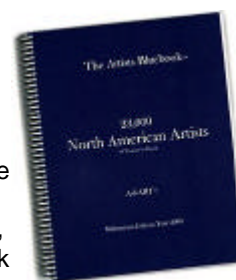
The AskArt.com Directory of North American Artists: 16th Century to Present

The Artists Bluebook™, updated every few months, is a directory of the artists that can be found on the AskART.com web site.

Included for each artist is a wealth of information including full names, dates, state of primary residence, subjects known for, methods, numbers of book references, total number of auction results, top auction price with date of that auction, and number of museum references.

This soft-bound book is the best available quick-use guide for anyone buying, selling, appraising, and researching North American Art.

Using **The Artists Bluebook™**, you will be empowered with solid data about “who’s really who” and who, in fact, is truly “important” or “internationally known.” Many of our customers have become alerted to great buys.





Based on research begun in 1983 by Roger Dunbier, Ph D (1934 -1998), **The Artists Bluebook™** results from team effort at Ask ART.com™ to build and strengthen the original Dunbier data and its remarkable store of information about North American Painters, Illustrators, and Sculptors. For your interest, the book also includes Top Artist Categories such as Highest Prices at Auction, Top Literature Count, Top Women, etc.
Cost per book: \$75.00

Flat rate shipping fee: \$4.00, regardless of quantity ordered.

10.2 Downloads from <http://www.workingwithartists.co.uk>

Date: 14/06/01

Formed in 1976, Arts and Business' vision is to help build communities by developing creative partnerships between business and the arts. Over 350 business members support the organisation and the many schemes it runs. Membership benefits include: advice/information; reference materials on sponsorship, taxation and best practice, priority access to A&B research and invitations to a comprehensive programme of events, seminars and conferences.

The fastest growing area of [Art@Work](#) is arts based training - courses and workshops run by artist/trainers addressing organisations and management development issues in a business. [Art@Work](#) hold a national database of artists offering such services as: Forum Theatre, Role Play, Corporate art collections, art clubs, and shows in the work place. A&B have increasingly been asked to advise and broker partnerships that bring skills, values and techniques of the arts into the work place. A&B will promote these partnerships, advise businesses on which artists and arts organisations will address their needs. Examples of courses/training days run by artist/trainers include: unlocking creativity, team working, communication and scenario planning. Follow up work has been requested in: Management development Empowerment Motivation New management style Corporate respect Marketing Community involvement.

A&B Scheme: New Partners

New Partners is an investment programme which encourages businesses to try something new with the arts, this is defined as:

An arts activity never undertaken by a business before.

An arts activity that worked in one part of the company - repeated throughout.

A business that has already sponsored the arts adding another arts-based activity to its portfolio of partners.

New Partners seeks to foster sustainable, mutually beneficial partnerships between business and the arts. Those wishing to participate need to submit a proposal.

Business in the Art

10 ways to get involved with the visual arts.

- Initiate exhibitions in the office/corporate spaces
- Establish a contemporary corporate art collection
- Organise an artist in residency programme tailored to company needs
- Build a company museum or archive
- Commission a sculpture garden or courtyard



- Partner architects and public bodies to introduce art and art related events into public spaces and places in the community
- Inaugurate arts related training initiatives
- Donate to and sponsor visual artists and visual arts projects
- Give employees perks, free membership or discounts

Introduce an arts - knowledge atmosphere into the office by employing the visual arts in the management strategies and other aspects of business life: office ambience, corporate entertainment, company seminars, lectures, catalogues, wall texts, cause related marketing, advertising campaigns

ARTISTS SERVICES

PURCHASING ART CONTRACTS

There are professional organisations and individuals that offer guidance and expert help within the arts or act as the middle person aiding a transaction. Some artists employ agents to deal with promotion and selling. Organisations manage commissions and residencies; galleries or curators show and sell the work of artists and crafts people and consultants forge links between artists and corporate institutions.

If your project is time consuming, complex, involving many partners, needing specialist information or expert advice it is always advisable to employ a consultant to manage the transaction. Details of their proposed working methods, and previous and current work should be considered when assessing a consultant's suitability for the project. The consultant usually works on an hourly basis or for a fixed fee. They are usually freelance and do not represent any specific artist, gallery, dealer, artist estate, artist representative or vendor.

AUCTION HOUSES

[a-n] WORKING WITH ARTISTS
the business of art

"There is nothing like the ability to get hold of something that is very individual and gives you a lot of pleasure"

AUCTION HOUSES

Auction Houses are traditionally seen as dealing with antiques and old masters, however it's sales of contemporary art that made headlines recently, when records were set for 26 contemporary artists. "The contemporary market is very volatile, of course. It can change quickly. But it's really in, which it hasn't been for quite a while" Milton Esterow, ART NEWS. Summer 2000

The bigger picture

In an exhibition 'The New Patrons', works from the 20th century collections of 24 British companies, including lawyers, insurance companies, banks and publishing groups, gave a fascinating insight into the range and variety of corporate involvement with art. The exhibition was held at Christies in London and organised by the National Art collections Fund. As well as the familiar auction houses of Sotheby's, Christies and Phillips you will find other, less well known, auction houses deal with contemporary visual art. Knowing what you are looking for,

PURCHASING ART

PURCHASING ART HOME

THE ARTISTS INFORMATION COMPANY

AXIS | ARTS AND BUSINESS |
copyright | consultants | contracts | directory | funding | support

INTERNET AUCTION SITES



Just like everything else, art and crafts are available on the internet. It's not quite the same as shopping in the real world; you can't feel texture, experience finer details or appreciate the scale of a work. However there are distinct benefits to internet shopping - no physical or geographical boundaries, no difficulties with feeling uncomfortable about entering the space and the galleries never close. There are many gallery and shop sites to surf and it helps to know the type of work you are looking for in advance. But the sheer variety of sites and work available gives you great opportunities to browse and once you have visited a site there is no obligation to buy.

An everyday example

Unit 26, the website specialising in furniture and design, offers contemporary art and design 24 hours a day, 356 days a year. Here you'll find exquisite hand blown glass vases, a coffee table that looks like a piece of sculpture in solid bronze or a black walnut console table, all hand crafted by some of Britain's top designers and crafts people. Unit 26 calls itself 'the new art democracy' - anyone with access to a computer can view the best - and newest - in contemporary design and art. The site also offers work by recent graduates. You can browse degree shows by 3D designers at Leeds Metropolitan University and Chelsea. "We're bringing together top art and design schools from all over the world - exhibiting and selling graduates work, It'll be a hot bed of new talent as well as providing graduates with a platform, which is of great interest to collectors and dealers." Another great thing about Unit 26 is that you can visit the site for news and information; reviews of exhibitions and shows are updated regularly.

10.3 Downloads from <http://www.nightofartists.com/auction.htm>

Date: 15/06/01

This site consists 3 Auction Houses , presented below :





The view of **Night of Artists Auction Item** :



Here is presented the name of the picture (link to view the work), The end period of Auction, Bids and Current Bid.

The rest two Auction Items have the same view .

The view of Breast Cancer Foundation Auction Item :



It is seen there is no auctions in this Auction House.

Add Item Menu :



The screenshot shows the 'Night of Art Auction Site' registration form. At the top, there is a navigation bar with links: Home, Categories, Auction, createAccount, editPass, and editAccount. Below the navigation bar, the page title is 'Night of Art Auction Site'. The main section is titled 'User Information' and contains the following text: 'You need to be registered to add an item to the auction. If you have not registered, [click here](#) to do so now.' Below this text are two input fields: 'User Name' and 'Password'. Below the password field is a horizontal line. Below the line is the 'Item to Add' section, which contains three input fields: 'Item Title', 'Category' (with a dropdown menu showing 'Breast Cancer Foundation Auction Item'), and 'Number Of Days Auction Will Run' (with a dropdown menu showing 'Up to 265').

10.4 Downloads from <http://www.online-artgallery.com>

Date: 18/06/01

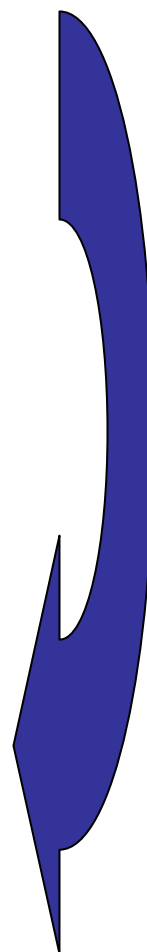
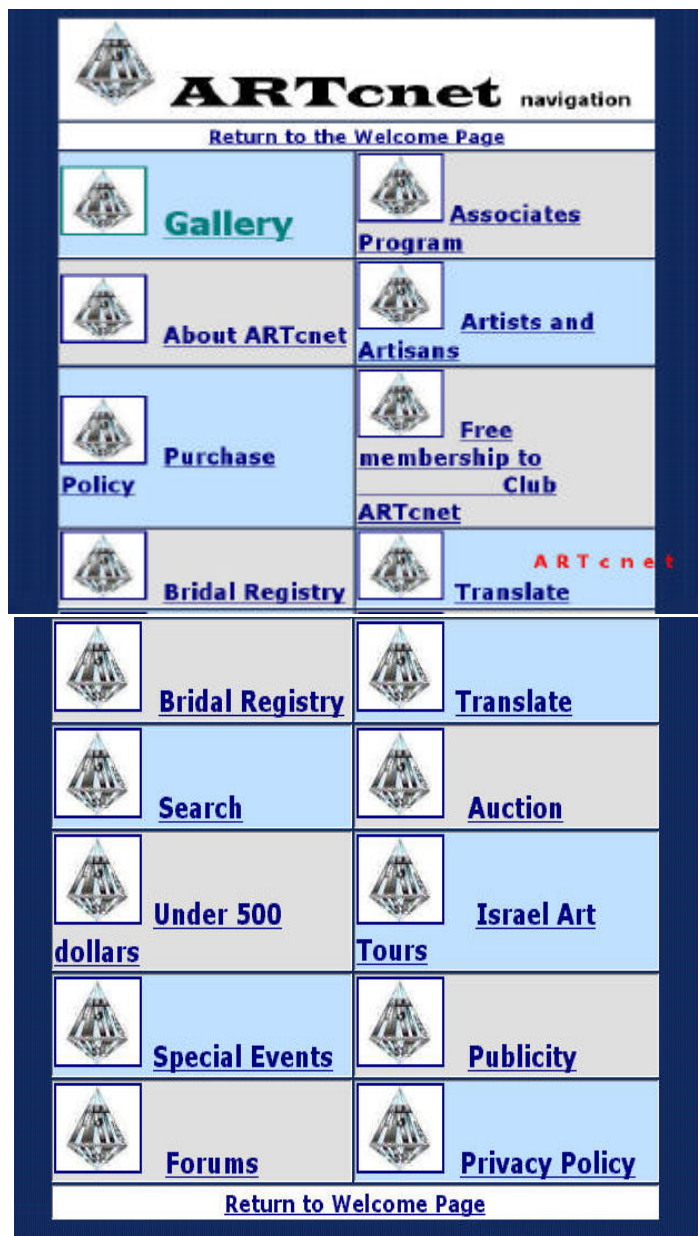
Main Site

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Navigation Portal has an Auction Directory





10.5 Downloads from <http://www.vincent.nl> Date: 18/06/2001

© 1997-2001 Vincent Art Gallery

Main Site



Order Directory

Entering the Art Gallery, the user can order his/her selection from the gallery (keeping in mind the reference number of the painting of his/her choice.

Order Options:

- | | | |
|----------|--------|--|
| Option 1 | Secure | Fill out the secure order form and use the [SUBMIT ORDER] button to send. |
| Option 2 | Normal | Use the normal order form if your browser has problems with secure connections. |
| Option 3 | Fax | Print and fill out our fax form and fax to (+31) 73 6400576. |
| Option 4 | Mail | Print and fill out our mail form and send by mail. |

About...

Your Order Confirmation

We will confirm your order by e-mail.

Shipping



All orders are shipped in sturdy packaging. We cannot ship to Post Office boxes; we must have a street address for delivery. Handling and Shipping charges are included in our prices.

Assistance

If you have any questions or if you need help in placing your order, [e-mail us](#). You may also find answers in our [Frequently Asked Questions](#).

Safe Shopping

All transactions through the secure order form of this site are made through a secure server with secure server software that ensures your transactions are not only protected but also private.

ERMS

- We will **never** disclose your name or order information to anyone for any reason.
- You can place your order by secure server, e-mail, fax or regular mail.
- Shipping charges are included.
- We accept payment by credit card, International Money Order, Traveller's Check, bank transfer or cash.
- If paying by CASH IN LOCAL CURRENCY at current exchange rate, send by REGISTERED AIR MAIL (Insured for up to \$ 1,500)
- All paintings come with a 30-day money-back guarantee.
- Your order is shipped in highly **secure** packaging.
- You are notified by e-mail when your order is shipped.
- All orders are shipped via **United Parcel Service**.

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POSTERS Directory

Art Gallery

Special Offer

[Interest Free Credit](#)

Although nothing beats a REAL hand painted oil painting of your favourite artist, we can imagine that the price may not be within your budget, yet. That's why we have started to offer you an extra service so that you can order a poster of your favourite artist.

Vincent Art Gallery is affiliated with AllPosters.com. Click on the desired artist name to browse the category at AllPosters.com

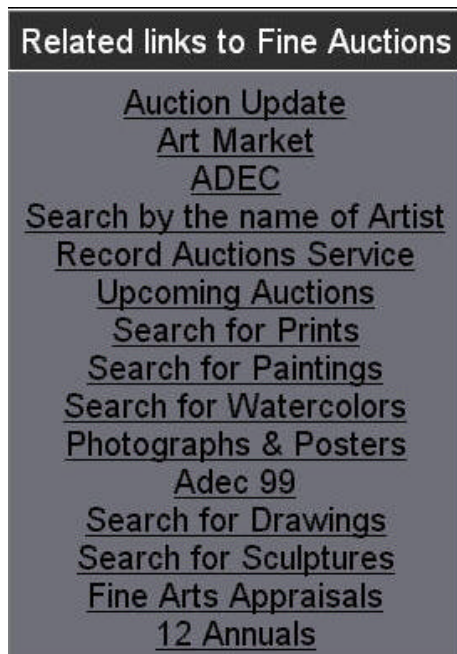
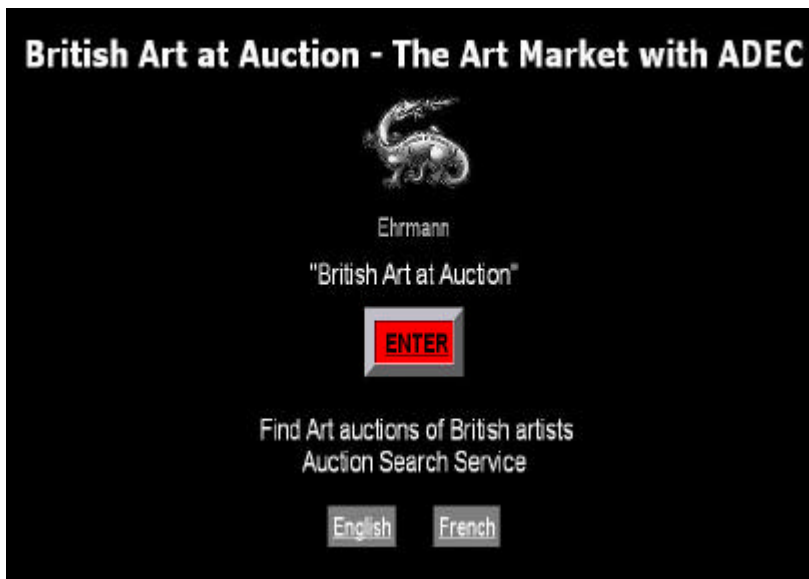


10.6 Downloads from http://www.art-market.net/british_art.htm

[©1997-1998-1999-2000-2001 artprice.com](http://www.art-market.net/british_art.htm)

Date: 19/06/01

Main Page





The Link to Art Market is:

artprice.com THE WORLD LEADER IN ART MARKET INFORMATION

My account
Login:
Pass:
Ok

Home page Auction results Calendar Indices Biographies Open an account

Artist's Last Name Search

Type the first 3 letters (eg. PIC for 'Pablo PICASSO') and click on Search

Biennale de Lyon art contemporain
2001, prelude to 2003
COMPACTY from 23 June to 23 September 2001

artprice.com, the institutional partner of the 2001 and 2003 Lyon Contemporary Art Biennial

New! :-)
artprice.com strengthens its position as the world leader in art market information and diversifies the accessible information

Artist Biography.com
The first editorial fund dedicated to artist biographies

Welcome to the world leading art information network
2 500 000 auction results on-line
(Description of the work, estimated price, sale or no sale, hammer price, date and place of auction and, for some artists, more) [Auction results](#)

Daily updated data banks
The world largest data bank of art price indices.
On file more than 4,000,000 auction results - 2,500,000 on-line - collated since 1700 and covering 231,389 artists from the 4th century to the present day.

2,403,556 on-line [auction results](#)
231,389 artists from the 4th century to the present day
24,661 artists' indices and benchmarks by medium and by size
308,336 tables summarizing their sales over the last 10 years

[Online Reports & Charts](#)

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VIEW OF "AUCTION RESULTS "

artprice.com THE WORLD LEADER IN ART MARKET INFORMATION

Home page Auction results Calendar Indices Biographies Open an account

My account
Login:
Pass:
Ok

3 artists, 20 artists per page.

Artist's Name, First Name, and Dates	Medium
GOGH van, Marie (1821-1897)	
GOGH van, Vincent (1853-1890)	
GOGH van, Vincent (Attrib.) (1853-1890)	

New search

Artist's last name Search

Type the first 3 letters (eg. PIC for 'Pablo PICASSO') and click on Search

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FAQ
News
This week's column
AFP News
Press Releases
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The View of CALENDAR Directory

The screenshot shows the artprice.com website. The top navigation bar includes links for Home page, Auction results, Calendar, Indices, Biographies, and Open an account. The left sidebar contains links for My account, Login, Pass, Français, Help, Our services, FAQ, News, This week's column, AFP News, Press Releases, Shop, Books, CD ROM, Order on line, Currency converter, Terms of use, and Privacy policy. The main content area is titled "Calendar of future sales" and features three search options: Search by artist, Search by location, and Search by types of sale. A link for "Calendar of future sales - Help" is also present. Below the search options, there is a section titled "Calendar of future sales - Help" with links for "What information will you find in the Calendar section?", "How to use?", "Looking for an artist?", "Looking for a specific type of sale?", and "Looking for a location?".

The View of "OPEN an ACCOUNT" Directory

The screenshot shows the artprice.com website with the "Open an Account" directory. The top navigation bar includes links for Home page, Auction results, Calendar, Indices, Biographies, and Open an account. The left sidebar contains links for Français, Help, Our services, FAQ, News, This week's column, AFP News, Press Releases, Shop, Books, CD ROM, Order on line, Currency converter, Terms of use, Privacy policy, Investors, Financial analysis, Stock Exchange, Investors information, Server Group, and Contact. The main content area is titled "Open an Account" and features a section for "Prices" with the following information:

- To see auction details for one lot, whether or not it was sold: 1 unit.
No charge is made if the work was withdrawn from auction.
- To find out when and where a lot will be sold: 1 unit.
- Reports & charts tracking the last ten years of an artist's auction sales: 50 units.
- To view one biography: 20 units.

Below the prices section, there is a table titled "Buying units" with the following data:

	CREDIT	credit unit US\$	price US\$
☐ 20 units		1	20 US\$
☐ 60 units		0.83	50 US\$
☐ 130 units		0.76	100 US\$
☐ 300 units		0.66	200 US\$
☐ 1000 units		0.50	500 US\$

At the bottom of the page, there is a section for "Contact us" with links for Payment online by credit card, Fax or mail order, and a link to the Currency converter.



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☐ Fax or mail order

(Units available 24 hours after payment received)

Top up your account? [Add units](#)

Account registration

Surname*

First Name*

E-mail*

Company

VAT number
(EEC member)

Address*

City/State*

ZIP code*

Country*

Phone

Fax

**required*

**Choose your login and
password.**

*At least 4 characters, up to 8.
(Alphanumerics only)*


No time limit on use of units.

My account

Login

Pass

[Previous page](#) | [Home page](#) | [Help](#)

A  server group company



View of “Art Market Index”

The screenshot shows the artprice.com website. The header includes the site name and navigation links: Home page, Auction results, Calendar, Indices, Biographies, and Open an account. The main content area is titled 'Art Market Index (AMI)' and features a 'FREE 252 AMI Indices & Benchmarks' section. This section lists several bullet points: 'Track art market trends over the last 10 years', 'The top sellers', 'How has the market evolved?', 'What are the most sought-after media?', 'Are some formats more popular than others?', 'Which artists sell most? and, above all', and 'How is my artist performing in relation to his reference market?'. To the right, there is a section for 'Artists' Reports & Charts' with a search bar for an artist's name (e.g., 'PIC for Pablo PICASSO') and a list of questions: 'How has the artist's benchmark fared?', 'How much do his/her works sell for?', 'How have prices moved over the last 10 years?', 'What is the liquidity of the market?', 'What is the price range for his/her works?', 'Compare two artists', and 'Compare an artist with the art market index.' A 'Free Discovery of Reports & Charts with Man Ray' link is also present.

10.7 Downloads from <http://www.sothebys.com/>

Date: 20/06/01

Main

The screenshot shows the Sotheby's website. The header features the Sotheby's logo and a navigation bar with links: Auctions Online, Live Auctions, Sotheby's Connoisseur, Calendar, Shop Sotheby's, Sotheby's Services, Auction Sotheby's, and Site Search. The main content area is divided into several sections: 'Auctions Online' with a search bar and a list of categories (e.g., 'SPECIAL AUCTIONS', 'ARTIST & ETHNOGRAPHIC ART', 'JEWELLERY'), 'Live Auctions' with a featured image of a painting and a link to 'The Leventhal Collection', and 'Sotheby's Connoisseur' with a featured image of a can of Campbell's Soup. There is also a section for 'CURRENT SPECIAL AUCTIONS ONLINE' with a dropdown menu to 'Choose One' and links to 'REGISTER TO BID', 'MEMBERS LOGIN', and 'SUBSCRIBE'.

Site



The View of “Special Auction” site



The View of “Live Auction” site



Sotheby's.com

Auctions Online | Live Auctions | Sotheby's Connoisseur | Calendar | Shop Sotheby's | Sotheby's Services | About Sotheby's | Site Search

Sotheby's Preview | Online Catalogues | Auction Results | Collecting Departments

Live Auctions



Sotheby's Preview
In-depth coverage of upcoming auctions.

Online Catalogues
The United States, London, Hong Kong, and Geneva.

Auction Results
Posted the day after the auction.

Auction Calendar
Worldwide sale and exhibition schedule.
Calendar At a Glance

Collecting Departments
Sotheby's worldwide specialist departments.

International Offices
Find Sotheby's premises in your region.

Finest and Rarest Wine
The Great Collection

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The View of "Category List"

Sotheby's.com

Auctions Online | Live Auctions | Sotheby's Connoisseur | Calendar | Shop Sotheby's | Sotheby's Services | About Sotheby's | Site Search

Your Auctions | Category List | Special Auctions | Associates | For Search | Selling

[Auction Online](#) → [Category List](#)

BROWSE Categories

LOG IN | SUBSCRIBE | HELP | REGISTER TO BID | SEARCH AUCTIONS ONLINE | GO

GO TO ADVANCED SEARCH

- Ancient & Ethnographic Art
- Asian Art
- Books & Manuscripts
- Ceramics & Glass
- Collectibles & Memorabilia
- Furniture & Decorative Arts
- Jewelry
- Paintings, Drawings, and Sculpture**
- Photographs
- Prints
- Silver & Gems
- Stamps, Coins & Medals
- Watches & Clocks

- 19th Century European Paintings, Drawings & Sculpture
- French
- Italian & Spanish
- German, Austrian & Swiss
- Dutch & Belgian
- Scandinavian, Russian & Other European
- American Paintings, Drawings & Sculpture
- Pre-1900
- 20th Century
- British Paintings, Drawings & Sculpture
- British Paintings: 1500-1850
- British Drawings & Watercolors: 1500-1850
- Victorian Paintings & Drawings
- Modern British Paintings, Drawings & Sculpture
- Scottish Paintings, Drawings & Sculpture
- Contemporary Art
- Contemporary Art - 1945-1989
- Contemporary Art - 1990-present
- Contemporary Ecce
- Impressionist & Modern European Art
- French, Italian & Spanish
- Dutch, Belgian, German, Austrian & Swiss
- Russian, Scandinavian & Eastern European
- Latin American Art
- Old Master European Paintings & Drawings



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With complete descriptions (including full provenance) and estimated sale prices for every lot that comes to auction at Sotheby's, our **catalogues** are an invaluable resource. You may purchase single sale catalogues or subscribe to receive catalogues from as many Sotheby's collecting areas as you wish.

INTERESTED IN OUR AUCTIONS?
Bidding on hundreds of works of art is now under way in [Auktions Online](#).

10.8 Downloads from <http://www.phillips-auctions.com>

Date: 20/06/01

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JUNE 21 2001

IMPRESSIONIST ART AT PHILLIPS LONDON

AMONG THE FINE PICTURES INCLUDED IN THIS SALE IS LE PONT DE POSSY, 1915, ONE OF A SERIES OF THREE BY THE FRENCH ARTIST MAURICE DE VLAMINCK (1876 - 1908).

PHILLIPS
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About PHILLIPS AUCTIONEERS

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- WHO WE ARE
- WHERE TO FIND US
- A BRIEF HISTORY
- WHAT WE DO
- HOW WE DO IT
- CAREERS & RECRUITMENT
- PRESS RELEASES

WORLDWIDE AUCTION DATES

SALES CATALOGUES

WORLDWIDE AUCTION RESULTS

SPECIALIST DEPARTMENTS

ONLINE VALUATIONS

INSURANCE AND PROFESSIONAL SERVICES

LATEST NEWS

WHERE TO FIND US

MULTIMEDIA CENTRE

CURRENCY CONVERTER

EMAIL PHILLIPS AUCTIONEERS

SEARCH

HOME

ABOUT PHILLIPS

PHILLIPS AUCTIONEERS, founded in 1796 by Harry Phillips, was selling some of the most important collections in Europe in the beginning of the 19th century, including Queen Marie-Antoinette's. Owned since 1999 by LYNN HART HENNESSY-LOUIS VUITTON, PHILLIPS merged with de Pury & Luxembourg Art in 2001. PHILLIPS, de PURY & LUXEMBOURG has major headquarters in both London and New York. The auction house also maintains salerooms throughout the United Kingdom and in the United States, Switzerland and Australia, and has offices and representatives in over 15 countries around the world.

PHILLIPS, de PURY & LUXEMBOURG provides **appraisal services** for those seeking valuations of fine art, antiques, jewellery and watches for insurance, probate, estate planning, taxes and private treaty. PHILLIPS, de PURY & LUXEMBOURG's website provides company news, sales information and online illustrated catalogues, as well as the opportunity to place pre-sale bids.

Phillips, de Pury & Luxembourg Managing Board

Simon de Pury, Chairman
Danielle Luxembourg, President
Myron B. Ulfman, Chief Executive
John Block, Chief Executive North America
Chris Thomson, Chief Executive United Kingdom
Julie Goldstein
Pierre Lotbeter
Katell Le Bourhis

Advisory Board

Lord Powell of Borewater KCMG, Chairman

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FANCY VIVID
YELLOW
DIAMOND RING.
PHILLIPS GENEVE.
SR 1,700,000

PIERRE-AUGUSTE
RENOIR
FEMME DANS
UN JARDIN
PHILLIPS
NEW YORK.
\$4,992,500

View of WORLDWIDE AUCTION DATES

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WORLDWIDE AUCTION DATES

SALES CATALOGUES

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ONLINE VALUATIONS

INSURANCE AND PROFESSIONAL SERVICES

LATEST NEWS

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HOME

June 21 2001

WORLDWIDE AUCTION DATES

Phillips Auctioneers draws on more than 200 years of experience to provide a professional, friendly and informed service at our salerooms around the world. With over 800 sales a year, rarely a day goes by without a Phillips sale taking place somewhere in the world. Select your area of interest using the menus below to discover upcoming sale dates.

DATE

LOCATION

SUBJECT

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PAUL CEZANNE
LA COTE DU GALET
PHILLIPS
NEW YORK.
\$4,992,500



SALES CATALOGUES

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de PURY & LUXEMBOURG

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WORLDWIDE AUCTION DATES

SALES CATALOGUES

PRINTED CATALOGUES

ONLINE CATALOGUES

WORLDWIDE AUCTION RESULTS

SPECIALIST DEPARTMENTS

ONLINE VALUATIONS

INSURANCE AND PROFESSIONAL SERVICES

LATEST NEWS

WHERE TO FIND US

MULTIMEDIA CENTRE

CURRENCY CONVERTER

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HOME

June 21, 2001

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HENRI MATISSE
LES GLACIS
PHILLIPS
NEW YORK
\$4,900,000

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View of ONLINE VALUATIONS

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WORLDWIDE AUCTION DATES

SALES CATALOGUES

WORLDWIDE AUCTION RESULTS

SPECIALIST DEPARTMENTS

ONLINE VALUATIONS

INSURANCE AND PROFESSIONAL SERVICES

LATEST NEWS

WHERE TO FIND US

MULTIMEDIA CENTRE

CURRENCY CONVERTER

EMAIL PHILLIPS AUCTIONEERS

SEARCH

HOME

June 21, 2001

ONLINE VALUATIONS / APPRAISALS AT PHILLIPS

Phillips provides an extensive range of valuations with an emphasis on a prompt, professional and confidential service. We make every effort to understand the individual needs of our clients and tailor our service accordingly.

Each of Phillips' specialist departments offers an informal on-line valuation service to give you an idea of the likely auction value of your item. Of course, for a more formal valuation, or if you decide to consign your item to one of our sales, we would usually require a personal inspection of the piece. All of our branches around the world welcome you to take advantage of our free walk-in valuation and appraisal services. [Please click here to find your nearest branch.](#)

Please click on a selected subject to email our world-class specialists directly with your request for an evaluation. If you are not sure which department to approach, please feel free to consult our on-line help service: advice@philmark.demon.co.uk



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HEAD OF
AUCTIONS

FINE ART

Aboriginal Art	Asian Art	20th Century Decorative Arts
American Art	Books, Atlases, Maps & Manuscripts	Late 19th & Early 20th Century Design
19th Century British & European Paintings	Carpets & Rugs	Aircraft
20th Century British and Irish Art	Chests	Arms & Armour
Contemporary Art	Clocks & Watches	Bicycles
Impressionist & Modern Art	English & European Ceramics & Glass	Coins & Medals



Downloads from <http://www.christies.com>

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The Main Site

CHRISTIE'S LotFinder®

Log In ▶ Your Account ▶

21 June 2001 HOME SALE CATEGORIES AUCTIONS SELLING PUBLICATIONS OUR SERVICES ABOUT CHRISTIE'S HELP

Featured Auctions and Events

In the Spotlight

Leonardo da Vinci's
Horse and Rider
London, 10 July

Fine Art
Impressionist & Modern Art
London, 25, 26 & 28 June

Post-War Art
London, 25 & 28 June

Contemporary Art
London, 27 & 29 June

Asian & Islamic Art
Japanese Art including the
Manno Collection

Photographs & Prints
Old Master, Modern &
Contemporary Prints
London, 3 July

Wine & Cigars
International Wine Calendar

Old Master, Modern & Contemporary Prints
London, 3 July

LotFinder®: Catalogues & Bidding
Search catalogues and leave
absentee bids on items in our
auctions around the world.

Auction Calendar
Sort Christie's sales worldwide by
date, location and sale category

In the Gallery
More choices for the
discerning eye...

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History

Christie's commitment to excellence began in the auction house's early years when James Christie conducted his first sale on 5 December 1766. A level headed businessman famed for his eloquence and humour, Christie turned auctioneering into a sophisticated art. Significant amounts of Britain's national heritage began to arrive at his auction house. Members of the aristocracy and even the Royal Family consigned works to him.

Christie conducted the greatest auctions of the 18th and 19th centuries. He negotiated with Catherine the Great, Empress of Russia, the sale of Sir Robert Walpole's collection of paintings, which would form the base of the Hermitage Museum Collection in Moscow. Christie's auctions became major attractions on London's social agenda. Nothing has changed. Christie's salerooms continue to be a popular showcase today for the unique and the beautiful. Visit some of the major milestones Christie's achieved during the past centuries.

The View of Auction Calendar

CHRISTIE'S LotFinder®

21 June 2001 | HOME | SALE CATEGORIES | AUCTIONS | SELLING | PUBLICATIONS | OUR SERVICES | ABOUT CHRISTIE'S | HELP

Auction Calendar

Select a category:

- View All Categories
- Antiquities
- Asian & Islamic Art
- Books & Manuscripts
- Collectibles
- Fine Art
- Furniture & Decorative Arts
- Jewelry & Watches
- Motor Cars
- Photographs & Prints
- Wine & Cigars

For more information, click underlined sale number or browse catalogue. To sort the list, click on the arrow next to Sale Date.

June 2001 | View All Locations

All Categories June 2001

Sale Date	Catalogue	Sale Location	Sale #
1 Jun	Sporting Art	Rockefeller Center Pre-Sale Viewing	9794
4 Jun	Nineteenth Century Art	Rome Pre-Sale Viewing	2394
4 Jun	Wine	Christie's East	8569
5 Jun	Fine and Rare Wines	Amsterdam	2508
5 Jun	Silver, Icons and Russian Works of Art	Rome Pre-Sale Viewing	2395
5 Jun	Exceptional Motor Cars from the collection of Sir Elton John, C.B.E.	King Street Pre-Sale Viewing	6438



The View of Auction Results

The screenshot shows the Christie's LotFinder website interface. The header includes the Christie's logo, a search bar, and navigation links like 'Log In' and 'Your Account'. The main content area is titled 'Auction Results' and includes a sub-header 'Auction Results appear in the Currency of the sale location. To sort the list, click on the arrow next to Sale Date.' Below this, there are filters for 'June', '2001', and 'View All Locations'. A table lists auction results for June 2001, with columns for Sale Date, Sale Category, Sold Total, Sale Location, and Sale #.

Sale Date	Sale Category	Sold Total	Sale Location	Sale #
1 Jun	Sporting Art	10,065,143	New York - Rock	5794
4 Jun	Natural History	1,163,680	London King Street	6431
4 Jun	Arte del XIX secolo	3,200,269	Rome	2394
4 Jun	Fine and Rare Wines	102,644	New York - Zachy's	8569
5 Jun	Exceptional Motor Cars from the Collection of Sir Elton John	1,251,725	London King Street	6438
5 Jun	Jewellery	198,003	South Kensington	9116
5 Jun	Fine and Rare Wines	2,076,412	Amsterdam	2508
5 Jun	Importanti Argenti, Icone e Oggetti d'Arte Russa	2,245,327	Rome	2395
6 Jun	Globes & Planetaria	318,326	South Kensington	9117
6 Jun	Post-War and Contemporary Art	1,237,307	Los Angeles - California	9710

The View of a Directory HOW TO BUY

The screenshot shows the 'How to Buy' section of the Christie's LotFinder website. The header includes the Christie's logo, a search bar, and navigation links like 'Log In' and 'Your Account'. The main content area is titled 'How to Buy' and includes a sub-header 'Overview'. Below this, there is a list of links for 'Overview', 'Buyer's Premium', 'About the Property', 'Bid Departments', 'Bidding', 'The Magic of Auctions', 'Buy Catalogues', 'After the Auction', 'Frequently Asked Questions', 'Auction Glossary', and 'How to Sell'. The 'Overview' section contains text about the auction process and a list of tips for buyers. A photograph of a person at an auctioneer's podium is also visible.

Overview

People from all over the world buy at Christie's auctions, where you will find exceptional pieces in all price ranges. If this is your very first time, the following are some basic tips to help you:


- Learn as much as you can about the property you want to buy
- Find out about bidding at Christie's
- Make sure you know about payment and buyer's premium

Why don't you come in and watch a sale? Christie's auctions are free and open to the public. Visit our [auction calendar](#), which you can search by sale date, saleroom and category.

You'll see just how easy bidding is and that scratching your nose is not a secret signal to bid.



The View of Directory In The Gallery


Search Options [?]
SEARCH

Log In ▶ Your Account ▶

21 June 2001

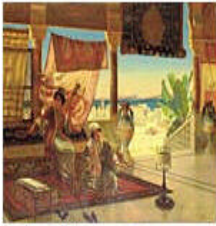
HOME SALE CATEGORIES AUCTIONS SELLING PUBLICATIONS OUR SERVICES ABOUT CHRISTIE'S HELP

In the Gallery

More Choices for the Discerning Eye...

Consignments
Auction Calendar
Press Center

21
June
2001



Sale 6486, Lot 57
Rudolf Ernst (Austrian,
1854-1931)
La terrasse
Oil on panel
Estimate: 3120,000-
160,000

Ottomans and Orientalists
Sale 6486
21 June 2001, 11:00 am
8 King Street, St. James's, London


Continuing with the tradition, Christie's June sale features important paintings by leading Orientalist artists such as Gyrðme, Ernst, Richter and Bridgman, amongst many others, and exquisite watercolors by Simonetti and Preziosi.

Sale Contact:
Isabelle Farsi
Tel: 44 (0)20 7389 2052
Tim Hunter
Tel: 44 (0)20 7389 2440
Wendy Goldsmith,
New York
Tel: 1 212 636 2045

Viewing:
16 June 12:00 pm - 5:00 pm
17 June 12:00 pm - 4:30 pm
18 June 9:00 am - 4:30 pm
19 June 9:00 am - 8:00 pm
20 June 9:00 am - 4:30 pm

Browse
Catalogue

26
June
2001



Furniture & Decorative Arts including Carpets & Old Master Paintings
Sale 8545
26 June 2001, 10:00 am
219 East 67th Street, New York



View of Directory LotFinder

CHRISTIE'S LotFinder®

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21 June 2001

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LotFinder®

About LotFinder
Search Options
Frequently Asked Questions
Search Tips

Quick Search ?

Sale Number
Lot Number

SEARCH ▶

About LotFinder®

LotFinder®, Christie's user-friendly online search engine, allows you to view richly illustrated sale catalogues from Christie's auctions around the world. Christie's has 18 salerooms worldwide and conducts over 1,000 auctions a year, with the majority held in our London and New York salerooms.

LotFinder® offers the convenience of online absentee bidding up to approximately 24 hours before the auction. Bidding is done in the secure area of "your account" to which only you have the password. To submit an absentee bid, simply click the Bid button on the lot detail page of the item that interests you and follow the easy instructions until you receive a confirmation.

You can search for specific property in LotFinder®, which you'll find at the upper right of most pages on christies.com. Enter words and numbers into LotFinder®'s text entry box (arrow 1), then click on Search (arrow 2)

You can try a number of options to help you search more specifically (arrow 3).

1 → 2 ←

3 ↑

LotFinder® is updated regularly as new catalogues are published, up to two months in advance of our sales.

Please [click here](#) if you need further information, or you can email us at info@christies.com

This double domed bureau cabinet sold in November 2000 for 317,625.

To search for similar objects in forthcoming auctions, try entering **bureau cabinet**.

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Date: 22/06/01

Main Page

<p>WE ARE</p> <p>AUCTIONS</p> <p>101</p> <p>MAIL</p> <p>APPRAISALS</p> <p>SKINNER</p> <p>Please enter your email address below to be included in our email list.</p> <input type="text"/> <p>submit</p>	<p>SKINNER <i>Auctioneers and Appraisers of Antiques and Fine Art</i></p> <p>The Heritage On The Garden, 63 Park Plaza, Boston, MA 02116 Tel: 617.350.5400 857 Main Street, Bolton, MA 01740 Tel: 978.779.6241</p>	
	<p><u>Highlights</u></p>  <p>Alice Ravenel Huger Smith (American, 1876-1956) "Misty Moon" Sold for \$63,000, May 11, 2001</p>	<p><u>Featured Auction</u></p>  <p>Discovery Session 1: Thursday, June 21, 5:30pm Session 2: Friday, June 22, 10am at the Bolton Gallery</p>
	<p><u>Special Events</u></p>  <p>June Appraisals</p>	<p><u>Bidding, Catalog Sales & Prices Realized</u></p>  <p>Asian Sale, #2082 June 23, 2001 at the Boston Gallery</p>



View of "AUCTION"

a.m.

JUNE

20th Century Furniture & Decorative Arts
Saturday, June 2, 11 a.m.

American Furniture & Decorative Arts
Sunday, June 10, 11 a.m.

Fine Jewelry
Tuesday, June 12, noon


Discovery, featuring Jewelry & Couture & an Early Session of Paperweights
Thursday, June 21, 5:30 p.m. & Friday, June 22, 10 a.m.

Asian Works of Art
Saturday, June 23, 11 a.m.

JULY

The Studio Auction
Thursday, July 12, 7 p.m.

Pair of Mixed Metal Flower Vases, Japan, Meiji period (1868-1911). Usabata of bronze carved in high relief with inlay of gold and silver, auctioning on June 23, lot 140 [more...](#)



Caithness Tiger Lily and Ladybug Paperweight, Scotland, 20th century, yellow blossom with brown spots and orange stamens, ladybug on leaf, in transparent green orb with large round angled facet, auctioning on June 21, lot 1004 [more...](#)

View of Directory "Auction News"

WE ARE

AUCTIONS

101

MAIL

APPRAISALS

SKINNER

AUCTION NEWS

Marketing & Public Relations
marketing@skinnerinc.com


Skinner provides media with detailed pre-auction and post-auction information, including [press releases](#), [price lists](#), complimentary catalogs, advance auction highlights, and slide photography. Interviews can be arranged with specialists in any of Skinner's [16 departments](#). (Many of these experts have traveled as [appraisers](#) with PBS's "Antiques Roadshow.") Skinner also maintains an extensive fine art and antiques photography archive, whose images are available for publication by permission.

Members of the media are extended an open invitation to attend any of Skinner's 60 [auctions](#) throughout the year, as well as the gallery's educational [connoisseurship series](#) of events.

View our press releases:

[Skinner to Offer Asian Works of Art June 23](#)

[17th Century Chest Tops Americana Auction at Skinner](#)





[Charleston Table Sells for Record \\$266,500 at Skinner](#)

[Record Prices for Star Wars Posters at Skinner](#)

[\\$1.2 Million for Skinner English & Continental Offerings](#)

[Record-Breaking Americana Auction at Skinner](#)

["King Kong" Brings a Record \\$70,700 at Skinner Poster Auction](#)

[Fraser's "The End of the Trail" Sells for \\$277,500 at Skinner](#)

[Fitz Hugh Lane *View of West Beach*...Sells for Record \\$3.8 Million](#)


For more information on Skinner news, please contact:

Cindy Tashjian
Tel 978-779-6241
Fax 978-779-5144

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View of "Ask Experts Online"

WE ARE	ASK EXPERTS ONLINE	 Online Catalogs, Orders & Bidding
AUCTIONS	Via our secure Internet server for your privacy protection, you can send confidential details of art and antiques for appraisal purposes, as well as auction consideration. If the item you describe meets the Skinner lot level (or the lowest value requirement for Skinner auction), we will contact you with details. (Our promise: The information you offer is for Skinner's use only and will not be shared with any third parties.)	
101		
MAIL		
APPRAISALS	Skinner can not accept digital image files uploaded by your browser through this website. If you would like to send an image, please attach it as a separate digital (jpeg) file to a standard e-mail message and send it directly to appraisals@skinnerinc.com . If you prefer, you may fax this request to our appraisal department at 978-779-5144. Or, you may call 978-779-6241. You may also mail a photo to our office at 357 Main Street, Bolton, MA 01740.	
SKINNER		
	Name:	<input type="text"/>
	Email:	<input type="text"/>
	Phone:	<input type="text"/>



Email or Phone
required to contact
you regarding
appraisal

Department: 20th Century Furniture & Decorative Arts

Choose the most appropriate department from the
list above.

Please enter a description of item(s) you would like appraised (including
measurements and other relevant details, such as marks, signature or
condition).

Submit

Clear

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11 Appendix 11 - Survey of on-line products/services

11.1 survey of online products/services offered by libraries

11.1.1 Downloads from <http://www.bl.uk>

Date: 20/06/01

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About the British Library

Key facts

The British Library's collection consists of:

16 million books and periodical volumes

660,000 newspaper titles

295,000 manuscripts

260,000 India Office records

8 million philatelic items

4 million maps

1.4 million music scores

1.1 million sound discs

184,000 sound tapes

205,000 photographs housed on 360 miles of shelving [267 in London, 97 in Yorkshire]
figures at 31 March 1999

Total staff in post - 2,393

Reader visits - 407,000

Items consulted in the reading rooms - 4.2 million

Requests for information received by the Library's specialist information services - 638,000

Document Supply requests satisfied - 4.3 million

Visits to the BL website - 9.4 million figures for the year 1998/99

Key Goals:

key corporate goals for 1999-2002

In 1998 the British Library consulted its users in a comprehensive strategic review prompted by the opening of its new headquarters building at St Pancras in London, serious financial constraints, and the need to focus its objectives for the next century.

The Library is already changing as a result.

In its plans for 1999-2002, as submitted to Government, the Library says it will:

- maintain free access to its reading rooms: *our users of today said that this remains vital*
- spend more on acquisitions and conservation: *to maintain the quality of the Library's collection for our users of today and of the future*



- place a high priority on collecting digital materials and developing digital library services: *to ensure our users can consult new forms of publication, and can benefit from the new means of access available through digital and networking technologies*
- forge new partnerships with other institutions, particularly in the higher education sector: *we recognise the increasing need to work closely with other libraries to optimise use of resources, provide complementary collections and services, and minimise duplication*
- make a major contribution towards the achievement of key Government objectives: *we will support learning in the widest sense and provide access to knowledge and information for all who need to use our collection*

Plans 1999-2002:

In planning for 1999-2002 the Library has therefore decided to:

- attach greater importance to the development and management of its collection than to the improvement of services
- include digital works as an integral part of its collection
- give higher priority to grant-in-aid support for services for scholarship, research, and innovation than for services for a wider public audience
- attach greater importance to the provision of documents through reading rooms and remote supply than to information services
- refocus its cooperation and partnership activities onto collection development, record creation, preservation, access, and the national bibliography
- strive to increase revenue-generating opportunities and efficiencies still further

The first objective for the Library in the period covered by this document was to complete the occupation of its new building at St Pancras and the opening there of full services to readers and the public. This was achieved in June 1999, providing a foundation for much of the Library's work over the next few years.

Access:

Access for remote users

Serving remote users is an essential part of the Library's core function of providing access to the national collection. The Library is the world leader in remote document supply and has for many years played a central role within the UK. The Document Supply Centre, Patent Express, and BL Reproductions services reach into almost every university and college library, every laboratory, and every public library, while all major UK companies rely on the Library to supply information that will help them to develop new products and remain competitive.

The 1998 strategic review confirmed the overall importance that the Library's stakeholders assign to its remote document supply services. However, the services are still largely print-based and must capitalise on digital technology if they are to remain effective. The Library has already implemented an electronic storage and retrieval system for more than nine hundred major science serial titles. Further digital developments will in part be dependent on the availability of significant funds.

Aims:

Over the next three years the Library aims to:

- Secure and implement further agreements with publishers for electronic storage and delivery, including immediate delivery over the World Wide Web where possible.
- Seek alliances to handle storage and delivery of patents available in electronic form.
- Exploit digital reprography to provide a wider and cheaper range of services.



- Satisfy 85% of Document Supply Centre requests from stock, UK 'back-up' libraries, or overseas libraries.
- Supply 90% of items at the Document Supply Centre within 48 hours.
- Refocus the BL Reproductions service to achieve full cost-recovery.
- Make it easier and more cost-effective to use the Document Supply Centre, Patent Express, and BL Reproductions by integrating ordering, processing, and billing mechanisms and introducing more flexible pricing structures.
- Seek alliances which can add value to the document supply services.
- Improve links with other libraries to provide access to materials the Library does not hold.
- Develop services for the emerging end-user market.
- Establish a research and development programme with UK and international partners.

Web Services:

In the 1998 consultation exercise our users attached particular importance to Web services. The Library will therefore improve Web access to its collection and to knowledge about its collection. Access to the Library's online catalogue over the Web will remain free.

Over the next three years the Library will:

- Replace its existing online catalogues with an integrated 'Z39.50 compliant' system, i.e. one which can be searched by users from their own systems and seamlessly linked with other catalogues. Existing free-standing systems such as the Library's manuscripts catalogue and the catalogues of the National Sound Archive and Newspaper Library will be included.
- Add important catalogues not already in machine-readable form, such as the Document Supply Centre's catalogue of older books, the catalogue of the Social Policy Information Service, the retrospective catalogue of the Library's science reference holdings, the Oriental and India Office Collections catalogue, and the catalogue of music used for document supply.
- Develop inside Web further.
- Introduce Web ordering for the supply of records and documents and the ordering of collection items for consultation in the reading rooms, and credit card payment facilities for priced services.
- Develop the Library's Website to improve its usefulness as an information source.

Major Features of services

BiblioAlerts

BiblioAlerts.com is a new British Library service hosted by Cambridge Scientific Abstracts (CSA) that allows you to search a database of bibliographic citations for a topic of interest, examine its content and purchase it using an electronic shopping cart.

BiblioAlerts.com is a source of customised technical information chosen from more than 1,500 reports covering the fields of aquatic science, biological science, engineering, environmental science, linguistics, materials science, neuroscience and sociology. Each report contains up to 250 bibliographic records with detailed abstracts derived from scholarly journals, books, reports, patents and conference proceedings. Monthly updates are also included with each report purchased. Each record within a report includes a complete bibliographic citation with a detailed summary describing the article or conference paper. The reports are compiled by editors at CSA.

The National Bibliographic Service

The National Bibliographic Service provides a range of services to the library and information community. NBS has four principal areas of responsibility.



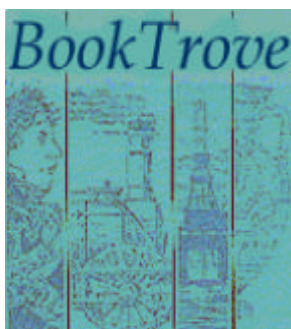
The National Bibliography	The National Bibliography is a record of the nation's publishing output. It is a resource for scholarship and information retrieval, and aids libraries and book buyers in the selection, acquisition and cataloguing of UK and Irish publications.
Catalogues of the Library's Collections	The principal catalogue of the Library's collections is the British Library Public Catalogue (BLPC). Other web-based catalogues of major parts of the collection are also available, as are printed catalogues of specialist areas and subjects.
Bibliographic Record Supply	The dissemination of bibliographic records to the library and information community supports the national library economy, eliminating wasteful duplication of effort, and facilitating the exchange of bibliographic information.
Bibliographic Standards	The British Library contributes to the development of national and international standards, including the UKMARC format, and contributes to EC initiatives and other research projects.

BookNet & BookTrove



BookNet

Offers second-hand books for sale to registered libraries and organisations in the United Kingdom.



BookTrove

Offers second-hand books for sale to anyone worldwide.

The British Library adds surplus books from British academic, public libraries and organisations to its own stock and then redistributes the remaining books to other libraries and organisations via BookNet. The remaining books are then offered for sale to individuals all over the world via BookTrove

How to search for and order books

Search the latest BookTrove list which is posted on this site every month.
Select the items you require.



Complete and send the secure order form **or** print out the form and [send it by post](#).
(For orders by post, **do not** send payment **until** you receive an invoice.)

How to pay

If you wish to use the secure web order form, you can pay by credit or debit card. We accept Access, Eurocard, MasterCard, Visa, Solo, Delta or Switch. We will debit your card on despatch and include details of your payment with your books.

If you prefer, you may complete the form, print it out and send your order by post or fax. Please do not send payment with your order. Once we receive your order we will send you a pro forma invoice to pay in advance of despatch.

Your order

The online order form will open in a new browser window, allowing you to copy from the book lists. It is encrypted so that your information is sent securely. Please ensure that you complete the order form in full including the details below.

Item number and title of each book

Your name and full postal address

Your telephone/fax/email

Method of delivery

Payment details:

card name

card number

expiry date

issue number (for debit cards)

start date (for debit cards).

If you require delivery by two or more different methods, or delivery to two or more different addresses, please use separate forms for each method/address.

Security and privacy

The order form is in a secure area. The information you give us about your credit card, address and book selections will not be passed on to third parties.

What happens next?

Your order will be processed within 5 working days of receipt

If a book you want has already been sold, you will not be charged for it. If none of the books ordered are available, you will be notified

Delivery times depend on the method of delivery you choose.

Payment

Your credit/debit card will be debited on despatch of your order

If you choose to order by post, your order will be despatched as soon as your payment is received.

Duty for non-UK customers

You are responsible for any duty to be paid on books you order from us. Please consult your local customs authorities.

Postage and Packing

VAT

If you live in the European Union you pay Value Added Tax (VAT) on the total price of items and postage at 17.5%. If you are an EU customer outside the UK and registered for VAT (IVA/MWSt/TVA etc.) fill in your VAT number on the form. If you live outside the EU you do not pay VAT.

Returns

If any books you receive are damaged in transit, or if you receive the wrong books, you may return them and we will refund you the cost of the books and postage. This does not apply to books which are identified as damaged in our lists, or to the normal wear and tear you would expect from ex-library books.

Conference Centre for Hire



The British Library is not only the National Library of the United Kingdom but one of London's most exciting and original venues for meetings and events.

This award winning building has many spaces available for hire. These include the purpose built Conference Centre with auditorium and meeting room complex as well as the spacious Terrace Restaurant which offers unique views over London's cityscape.

A dedicated team of event managers and audio visual specialists are on site to support and advise on the booking, planning and running of every event held at the British Library.

The British Library welcomes visitors with disabilities and hopes they will find the building a friendly environment. There is special access for disabled visitors and ramped access to lifts. Other provision includes adapted toilets on all floors, wheelchairs available for loan and induction loops.

On-street (metered) parking is available at the British Library.

Bibliographic Data Licensing

Are you looking for quality records to complement and enrich your information service or product?

We have a proven and renowned commitment to supporting information providers in the UK and throughout the world. Our clients find British Library records a 'must-have' enabling them to resource a variety of products and services that include:

library systems and bibliographic databases

book trading

research and resource discovery

value-added content for e-Business.

Document Supply Centre

The British Library Document Supply Centre (DSC) is the leading document provider in the world. We deliver a rapid and comprehensive document supply and interlibrary loan service from our extensive collections to researchers and scholars in all kinds of libraries and organisations.

Use these pages to explore our diverse collections, products and services.

Choose the appropriate link for information about DSC services French or Spanish.

in

Patent Express



Patent Express offers a fast and reliable document delivery service using the patent collections of the British Library. In addition to document delivery we offer patent acquisition, file history and technical translation services. We also provide onsite copy services to readers in the British Library patent, science and business reading rooms in London.

5 Reasons to use Patent Express as your main patent document supplier

1. We satisfy 98% of all patent document requests that we receive.
2. We have patent experts onsite to handle queries.
3. We handle over 12,000 document requests a month and can easily cope with any size of order whilst meeting deadlines.



4. We can take orders via the order form on this site, by fax, e-mail or post.
5. We have a North American agent to assist our customers in North America

Picture Library

(plus: Heritage Image Partnership, the digital image supply from the British Library Collections)

The Picture Library holds mainly 5 inch x 4 inch colour transparencies and black and white prints of pre-20th Century images. These are available for hire and if we hold the picture you require we can send the transparency to you within 24 hours of receipt of payment. Alternatively we have an Express service and can send you the transparency on confirmation of order.

Any illustration from the British Library's collection not held in the Picture Library can be ordered, although this may require new photography and will take longer.

Preservation: The National Preservation Office

The National Preservation Office (NPO) was established in 1984 following the publication of the Ratcliffe Report into preservation policies and conservation in British libraries.⁽¹⁾ The NPO has enjoyed considerable success in the promotion of preservation and security as vital activities amongst libraries and archives throughout the United Kingdom and Ireland. Recognition has been given to the unique position of the NPO as a central, intellectually independent focus for the development of national, international, regional and local level preservation strategies. The Office is able to undertake work of common interest to its founders which is of importance to the library and archive community as a whole.

Reading Rooms

Access to all London reading rooms is by pass only - please see **Reader Admissions Office**.

All reading rooms are closed on Sundays.

Please check **Opening Hours** and **Seasonal Closures** for further information.

Collections availability: Please check **collections availability** for news of current or forthcoming restrictions on availability.

[Please note that we cannot provide information on the availability of individual items, such as items removed from stock for conservation purposes, etc.]

Enquiries about reader services and advance reservations should be directed to reader-services-enquiries@bl.uk

Reproduction

We provide photographs, microfilm and of course paper photocopies from the London-based Humanities Collections: Printed Books, Manuscripts, Oriental and India Office collections, Music Library, Map Library, Slavonic and Philatelic Collections.

You can download copies of our various order forms here (but please note that these cannot be completed and submitted online; you must print them out and complete them manually). Before doing so please read our Terms and Conditions .

UK Standard Photographic Service

UK Standard Papercopy Service

UK Standard Microfilm Service

European Union Standard Photographic Service

European Union Standard Papercopy Service

European Union Standard Microfilm Service

International Standard Photographic Service

International Standard Papercopy Service

International Standard Microfilm Service



Science & Business

The British Library Science Technology and Business (STB)

Special services are available to provide business, patent, scientific, technical, medical and environmental information. Online searching of computerised databases, photocopying and linguistic help are also available. Charges are made for some of these services, further details are available on request from the specific services.

Business

Environment

Health Care

Dialtech

Patent Express - Document Supply Service

Patents

Social Policy

STM Search (Science Technology Medicine)

Zetoc

Zetoc is a free service for the UK Higher and Further Education Communities.

zetocTM is a British Library service, launched in September 2000, and available exclusively to the UK Higher and Further Education communities. Access is therefore available only to **ac.uk** organisations (excepting Research Councils*) at this Web address:

<http://zetoc.mimas.ac.uk>

zetoc provides free access to the British Library Electronic Table of Contents (ETOC) database, a vast research resource of 16 million journal articles and conference papers, to which 10,000 are added daily.

In addition, the integrated current awareness alerting service enables students and researchers to set up table of contents (TOC) alerts for journals of their choice from the database. Every time a new issue of a journal appears, its table of contents information is added to the database. This is then automatically emailed to those who have selected that journal for a TOC alert, providing them with the latest developments in their field. All articles are of course available from the British Library Document Supply Centre.

The British Library on the Web

The following services are available from the British Library on the Web:

The BL Website - information about the Library

inside Web - the Library's ETOC (Electronic Table of Contents) and document delivery service

Articles Direct - a document requesting service for non-registered users

British Library Public Catalogue (BLPC) - search the catalogues - sponsored by Amazon UK

British Library Net - the free ISP for library users of the Internet

The International Dunhuang Project - a database of early Buddhist manuscripts

Living Words - from the Library's Education Service, sponsored by Pearson

BLAISE Web - search the BNB and other major bibliographic sources

Please note that both inside and BLAISE Web are charged services and require a subscription and an ID/Password to access. Articles Direct is also a charged service, but does not require registration in advance.

In addition, the Library has recently become an Internet Service Provider by launching **British Library Net**. This is a free dial-up Internet service. **British Library Net** offers unlimited and reliable access to anyone in the UK for the cost of a local call. The service went live on Sept 13th.



The Digital Library System

In September 2000, the Library completed a major procurement for the digital infrastructure necessary to underpin its strategic and service ambitions in the digital environment - the Digital Library System (DLS). The Library has awarded the Contract to build the DLS to IBM UK Ltd.

Functionality

The Digital Library System (DLS) will enable the Library to meet its strategic and operational objectives in relation to the collection of digital materials and the provision of access to them as follows:

It will provide an extensive and hospitable IT solution to enable the Library to store, preserve and provide access to the UK digital published output, whether acquired through purchase, the extension of Legal Deposit or a combination of the two. It will support the full volume projections for digital publications required for the Library's collection. It will be a key component of the UK national published archive of digital material.

It will support the collection of digital materials, licensed as necessary, for the remote document supply services - electronic journals and patents - for the increased benefit of research and industry.

It will provide a system to hold all other digital materials purchased or otherwise acquired for the collection and the Library's services.

It will enable the Library to maintain continuing access to digital materials, regardless of origin, for future generations of users.

It will support greatly increased access to digital materials within the Library's Reading Rooms.

For wider public access it will support the digitising of significant parts of the Library's unique historical collections undertaken with the aid of project funding. This will underpin the People's Network and contribute to the National Grid for Learning.

Benefits

The benefits to the Library of the DLS will be to provide an integrated digital environment for the acquisition, storage, access and preservation of the Library's rapidly growing digital collection. The Library has made the case to government for the extension of the legal deposit arrangements to electronic materials. Until new legislation can be introduced the Library has agreed a Voluntary Code of Practice with UK publishers and voluntary deposit began in January 2000. The DLS will provide the secure IT environment to hold all deposit materials and to provide the means of ensuring long term access to the national digital archive. The Library will also add purchased and licensed electronic materials to the Store for access in the Reading Rooms. In addition, the Library will use the DLS to store the materials digitised from its historical collections for access purposes. Access to these materials will be developed in a number of ways, for instance through the Library's Website.

System Characteristics

The British Library has a large and complex IT environment, consisting of several large and many small application systems which interact with each other in a variety of ways. In order to manage this interaction successfully the Library is committed to the use of a series of technical standards and protocols, at the physical, transport and application levels.

The Library is in the process of establishing an architectural framework for distributed components for its information systems. In the first instance this will support the Access Development Programme (ADP) but all future developments of strategic importance are expected to run within this framework, including the DLS. The underlying technology for the framework is CORBA-compliant middleware with components built in Java and C++. IBM will develop a solution as a set of CORBA-based components that fits within this technical architecture, working closely with the Library's IT staff, to maximise interoperability, flexibility, opportunity for re-use, and maintenance.

The DLS will comprise two main elements, the Digital Storage Application and the Discovery & Retrieval Application.



The Digital Storage Application ('the Store') will lie at the heart of the British Library's digital services. It will ensure the long-term availability of the digital collections through the provision of a hardware, software and operational environment which provides secure storage and long term management and preservation of the digital objects that make up these collections. The Store's architecture will be based on the Reference Model for an Open Archival Information System, (OAIS) which is a draft ISO standard for digital archives. The Discovery & Retrieval Application will provide an interface for users to search for and request the delivery of digital collection items.

11.1.2 Downloads from <http://www.loc.gov>

Date: 29/06/01

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About the Library of Congress

Key facts

The Library of Congress is the largest library in the world, with more than 120 million items on approximately 530 miles of bookshelves. The collections include more than 18 million books, 2.5 million recordings, 12 million photographs, 4.5 million maps, and 54 million manuscripts.

Mission & Priorities:

Mission

The Library's mission is to make its resources available and useful to the Congress and the American people and to sustain and preserve a universal collection of knowledge and creativity for future generations.

Priorities

1. THE FIRST PRIORITY of the Library of Congress is to make knowledge and creativity available to the United States Congress.

The Congress is the lawmaking body of the United States. As the repository of a universal collection of human knowledge and the creative work of the American people, the Library has the primary mission to make this material available and to identify, analyse and synthesize the information it contains to make it useful to the lawmakers who are the elected representatives of the American people.

2. THE SECOND PRIORITY of the Library of Congress is to acquire, organize, preserve, secure and sustain for the present and future use of the Congress and the nation:

A. a comprehensive record of American history and creativity;

The record of American history and creativity has to be maintained in order to fulfil the mandates which are twofold: to protect intellectual property rights (a constitutional mandate statutorily exercised by the Copyright Office) and to preserve the record of the past for the sake of present and future creativity (the constitutional mandate "to promote the Progress of Science and useful Arts").

B. a universal collection of human knowledge. *

A universal collection is essential to meet the present and potential needs of the Congress (the statutory work of the Congressional Research Service) and of the government more broadly (Law Library, Federal Research Division, general reference services).

All other services and activities of the Library of Congress support the core mission of maintaining and continuing to build on the world's greatest treasury of recorded human knowledge.



The collections must continue to be comprehensive in order to keep pace with the rapid proliferation of information. The Library of Congress is the only library in the world that collects universally. If this time-honoured tradition is diminished then the Federal government and the American free enterprise system will be the poorer for it.

* except for technical agriculture and clinical medicine, which are covered by the National Agricultural Library and the National Library of Medicine respectively.

3. THE THIRD PRIORITY of the Library of Congress is to make its collections maximally accessible to (in order of priority)

- A. the Congress;
- B. the U. S. government more broadly;
- C. the public.

It is unprecedented in human history -- and a uniquely American offer -- to open public access to an institution that is in many respects the working library of a government and a *de facto* national library.

The unifying purpose of providing the public with essential library services, such as cataloguing and reference help, is to afford as much access to useful information as possible to each of these three constituencies. In addition to on-site service, the National Digital Library will provide remote electronic access to the most interesting and important documents of American history and culture for local schools, libraries, businesses, and homes across America.

The unique and ambitious mandate that the Congress has given its Library during the past two centuries is a stunningly original expression of a broader American democratic ideal. For a democracy to be dynamic and self-correcting, *its governing institutions must be not only continuously accountable to the people but also solidly based on a body of knowledge that is both constantly expanding and available equally to those who legislate and to those who elect the legislators.*

Equal access to knowledge for both governors and governed, rich and poor, represents an essential minimal form of empowerment in a pluralistic democracy-and has found expression in our system of public libraries and public schools. The Congress has given to the Library a series of centralized national functions to perform that are essential to the health of these local institutions: setting bibliographic standards, providing subsidized cataloguing, storing the records and artefacts of the copyrighted creativity of America, and creating and delivering nationwide reading materials for blind and physically handicapped persons.

The Congress has now recognized that, in an age in which information is increasingly communicated and stored in electronic form, the Library should provide remote access electronically to key materials. For the general public, the Congress has endorsed the creation of a National Digital Library Program through a private-public partnership that will create high-quality content in electronic form and thereby provide remote access to the most interesting and educationally valuable core of the Library's Americana collections. Schools, libraries, businesses, and homes will have access to important historical material in their own localities together with the same freedom readers have always had within public reading rooms to interpret, rearrange, and use the material for their own individual needs.

4. THE FOURTH PRIORITY is to add interpretive and educational value to the basic resources of the Library in order to enhance the quality of the creative work and intellectual activity derived from these resources, and to highlight the importance of the Library's contributions to the nation's well-being and future progress.

Implicit in the broad and international inclusiveness of the Library's clientele (both here and elsewhere) is another ideal of American democracy: the desire to promote the free exchange of ideas.

There are three essential aspects to this priority that are uniquely available through the Library of Congress:

- A. *greater use by the Congress, government officials, and the private sector* of the vast special (i.e., non-book) and foreign language collections that are unique to the Library and that have generally been underused resources.



B. greater use of the Library's Capitol Hill facilities by scholars for the kind of interdisciplinary, cross-cultural, multimedia, multilingual, and synthetic writing that is important to Congressional deliberation and national policy-making, but inadequately encouraged both by special interest groups and by advocacy-oriented think tanks; and

C. greater use by the general public through programs that stimulate interest, increase knowledge, and encourage more citizens to use the collections on-site and electronically.

The Library staff will increase its role as knowledge navigators by *helping more people find appropriate materials in a swelling sea of unsorted information* and pointing them to services and resources unique to the Library of Congress. This requires not merely more development and retraining of staff than the Library has previously been able to do, but also facilitating in new ways more extensive and *systematic use by researchers of the distinctive materials that only the Library of Congress has*. Programs for the general public, such as exhibits or publications, must demonstrate the value and usefulness of the collections.

ENABLING INFRASTRUCTURE

To accomplish its mission and support the Library's four priorities, the Library must have an efficient and effective infrastructure with five key components:

A. The mobilization and motivation of human resources in all parts and at all levels of the Library.

There are four important elements within this category:

1. recruiting, assessing, rewarding and holding accountable employees on the basis of objective evaluations of knowledge, skills and performance;

2. training, developing and, where needed, retooling the work force to perform new functions in new ways;

3. promoting fairness, equal opportunity, and respect for diversity at all levels and in all parts of the Library; and

4. fostering communication by using early and frequent consultation to promote innovation and increase participation in decision-making and in implementing change.

B. The provision and delivery of *electronic services* in order to serve the departments of the Library in the execution of the Library's mission and priorities with speed, quality, and economy.

C. The allocation and use of space and equipment in order:

1. to preserve and make accessible the artifactual collections; and

2. to maximize the efficiency, productivity and well-being of the staff.

D. The operation of modern financial and information systems to facilitate decision-making and ensure accountability.

E. The operation of effective security systems that ensure adequate access and at the same time provide maximum protection for the staff and patrons, facilities, data, and collections.

Major Features of services

Photo duplication Service

What is the Photo duplication Service (PDS)?

Photo duplication Service is a fee-for-service program responsible for copying and duplicating the Library's collections.

What collections have been duplicated and are available for sale?

A wide range of materials (including non-English) from the Library's collections have been photographed or reformatted in microform. Copies of most items are available for purchase.

What other collections are available for duplication?

Virtually all collections are available for duplication. Restrictions on availability for duplication are based on physical conditions of the materials, copyright limitations, and legal restrictions imposed on particular collections.



What specific services does PDS offer?

PDS offers a wide range of duplicating services to support customers' needs for copies from the Library's collections. Inquire about the following formats:

35mm microfilm	105mm microfiche	film to paper	original filming
photocopying	cartographic scanning	digital images to CD-ROM	all formats of photographic reproduction

What are the fees?

The Library of Congress Photo duplication Service has increased prices for certain services effective January 8, 2001.

Photocopy and Microfilm orders now include a **PROCESSING AND RESEARCH FEE** increase to \$12.00 **per item** and covers the cost for processing the order, locating and retrieving an item, and preparing a cost estimate. (Please note, the prepayment fee for photocopy orders no longer includes the first 25 photocopies, and the per exposure price for 8 1/2" x 11" to 11" x 17" black and white and colour photocopies will not change.) See our [Photocopy Services](#) or [Ordering Information](#) Web pages for more information.

Orders for Photographic Services or Digital Imaging Services **DO NOT** include the processing and research fee.

Any requests received in the Photo duplication Service on or after January 8, 2001, for a service whose fee is scheduled to increase on that date, must be accompanied by the new fee. Duplication costs vary widely because of formats, material assembly, complexity of duplication, and shipping.

How long before I receive my order?

An order may take from a day to several months depending on the size, complexity, condition of original materials, availability of source materials, and other factors. Contact the Photo duplication Service regarding completion dates for various formats.

How can I pay for an order?

The Photoduplication Service can accept a variety of payment methods:

Credit Cards (Visa or MasterCard)

Money Orders (drawn on a U.S. bank)

UNESCO Coupons

Checks (drawn on a U.S. bank)

Deposit Accounts (You may deposit funds in advance of purchase to facilitate rapid processing for future orders.)

Will my request be subject to copyright laws?

The Photoduplication Service operates in full compliance with all United States copyright laws. The Library also has specific guidelines and conditions for copying materials for libraries and archives and for individuals requesting materials. If we cannot complete your order because of restrictions, PDS will notify you in a timely manner.

HOW TO ORDER



Assistance for new customers

We're happy to welcome you to the Photoduplication Service of the Library of Congress! The Photoduplication Service provides expanded access to the collections of the Library of Congress through a wide range of reproduction services including photographic, photocopy, microfilm and digital scanning. These services are designed to assist scholars, publishers, and members of the public who visit the Library--both online and off--and use the Library's collections in the reading rooms.

Instructions for ordering reproductions

Please note: All orders for photographic, photocopy, and microfilm reproductions must include the items' CALL NUMBER and/or REPRODUCTION NUMBER. Digital Imaging Services must include the DIGITAL ID.

In general, orders must be accompanied by reproduction numbers or call numbers that are used to identify the material being ordered. Reproduction numbers and call numbers are often included in online catalogs and publications. When the necessary reproduction numbers or call numbers are not found via these means, the numbers must be identified through research by the customer or by requesting the research services of the reading room that has custody of the material.

Choose the order form specifically designed for your request, order forms can be downloaded from our website. Fax, mail or e-mail your request to:

Library of Congress
Photoduplication Service
101 Independence Ave, S.E.
Washington, DC 20540-4570
Fax::
E-mail: photoduplication@loc.gov

202-707-1771

Services Requiring Additional Charges

SPECIAL CHARGES apply to handling items such as daguerreotypes, encapsulated material, bound material requiring slip sheeting to prevent bleed-through of text, etc. masking to delete portions, grouping separate materials for one exposure, handling material which cannot be brought to the photographic lab. Fees are based on time needed to perform the task.

Reproduction from stereos will be photographed as double images unless a cropping fee is paid.

Cropping: For negatives, add 50% of the negative price.
For black and white prints, add 100% of the basic print price.

A \$12.00 PROCESSING AND RESEARCH FEE will be charged for negatives prepared from each reel of microfilm.

A \$20.00 HANDLING FEE will be added to your order if the original material is deemed to be rare and can only be handled in the Photographic Section for an extremely short period of time.

A \$40.00 PROCESSING FEE will be added to your order for digital images consisting of more than one part, or scan, to be joined into one (1) complete image.

Orders for negatives made from an existing negative must include the price of an 8" x10" print.

<http://lcweb.loc.gov/preserv/pds/-top>

SHIPPING AND HANDLING RATES

	United States	Outside the U.S.
Up to \$40.00	\$8.00	\$17.00



\$40.01 - \$100.00	\$12.00	\$25.00
\$101.01 - \$200.00	\$16.00	\$33.00
\$201.00 - \$300.00	\$20.00	\$40.00
Over \$300.00	8% of the value of the order	16% of the value of the order
Most packages are shipped by FedEx unless otherwise specified by customer. (Positive microfilm reels include shipping charges.)		

All orders shipped within the US, Canada, and Mexico are subject to the following order **and** processing, packaging and shipping fees.

Shipping and handling charges for all other orders will be computed total dollar amount. All orders are packed by hand to ensure that they reach you in the best possible condition.

Orders requiring several different types of products (e.g., both black-and-white prints and colour transparencies) will be divided into separate shipments to expedite processing.

Other delivery options including express mail are available upon request.

When will my order arrive?

Most orders are delivered to your door anywhere in the United States in 68 business weeks. If you have not received your product within 8 business weeks, please contact us at photoduplication@loc.gov.

PAYMENT INFORMATION

Payment can be made by cash, check, credit card (Visa or MasterCard), or money order drawn on a U.S. bank. International money orders and UNESCO coupons are also accepted.

A formal purchase order will be accepted from domestic institutions and government organizations only. A \$4.00 billing fee will be added to the cost of the order.

Checks and money orders must be drawn on a U.S. bank and made payable to Library of Congress, Photoduplication Service.

Customers paying by credit card or who have a deposit account with the Photoduplication Service may order by fax at 202-707-1771 or e-mail us at photoduplication@loc.gov.

Many regular patrons prefer to establish deposit accounts with the Photoduplication Service. The \$10.00 prepayment is not required for deposit account patrons. Deposit accounts require an initial \$250.00 deposit. Rates and conditions of the Service's general price schedule apply. *Separate minimum charges (plus mailing fees, unless otherwise indicated) apply to each type reproduction.*



Digital Images:

Digital Imaging Services

Copy existing .tiff file to CD-ROM or FTP (File Transfer Protocol)	\$20.00 per file copied
Digital Color InkJet Prints: (Up to 36" wide, non-archival)	\$10.00 per linear foot
Scan from original cartographic material	\$45.00 per scan
Scan from all other original material Scans are 300 dpi, unless otherwise requested. Not all original material is available for scanning. Please call for more information.	\$20.00 per scan

Digital Black & White Photographic Prints				
Formats and prices are for existing digital images. Your choice of matte or gloss finish. Prints meet archival standards.				
8" x 10"	11" x 14"	16" x 20"	20" x 24"	30" x 40"
\$15.00	\$22.00	\$47.00	\$68.00	\$135.00

Digital Color Photographic Prints				
Formats and prices are for existing digital images. Your choice of matte or gloss finish. Prints meet archival standards.				
8" x 10"	11" x 14"	16" x 20"	20" x 24"	30" x 40"
\$22.00	\$32.00	\$60.00	\$83.00	\$203.00

Microfilm or Microfiche Scan to CD-ROM	
Automatic document scanning to .tiff images (300 dpi, post-process editing, QC, and copy to CD-ROM)	\$.75/exposure
.tiff to PDF Conversion (Image only)	\$.90/exposure
.tiff to PDF Conversion Plus OCR (Only available for printed book materials in English)	\$1.05/exposure
Minimum charge per order	\$20.00

Other photographic print sizes are available upon request up to 50" x 204". Images may be printed on special media such as canvas and vinyl. Digital colour negatives, black and white negatives, and



colour transparencies are also available. Please contact the Photoduplication Service for a price quote.

Instructions for ordering existing digital images:

1. Digital prints can be produced from images found online at The Library of Congress. To find your image, you can conduct a search via [American Memory](#), or through the virtual reading rooms such as the [Prints & Photographs Division](#) or [Geography and Maps Division](#).
2. If the “**DIGITAL ID**” field is listed in the item's online record, please write down the letters and numbers on the Photoduplication Service [order form](#). (For example: bbc 1378, **or** g3721p rr001110.)
3. Write the caption, or title, of the digital image on the order form. Services and pricing information can be found on the [Digital Imaging Services](#) Web page.
4. Mail, fax, or e-mail your order to the Photoduplication Service.

Instructions for ordering scans of original material:

The Photoduplication Service can scan cartographic, microfilm, or other original material from the Library's collections upon request. However, it is recommended you search the [American Memory](#) Web site first to determine if the item currently exists in digital format.

1. To find your item, please use the [Library of Congress Online Catalogue](#), a database of approximately 12 million records representing books, serials, computer files, manuscripts, cartographic materials, music, sound recordings, and visual materials in the Library's collections. (Not all material will be available for scanning. Please call the Photoduplication Service for more information.)
2. Please write down the item's title, type of material, the LC Control Number and the Call Number on the Photoduplication Service [order form](#). Services and pricing information can be found on the [Digital Imaging Services](#) Web page.
3. Mail, fax, or e-mail your order to the Photoduplication Service.

Photocopy Services:

PROCESSING AND RESEARCH FEE FOR PHOTOCOPY SERVICES Non-refundable per item fee (covers order processing, item identification and retrieval, and cost estimate)	\$12.00
Black & White Photocopy	
Photocopies (per exposure)	\$.50
Minimum charge per volume/item handled	\$3.00
Minimum charge per order	\$12.00
Foldout charts or other variations in material format that require reduction and/or filming in parts, per exposure	\$2.00
Oversized copies	\$5.00 per linear foot

Color Photocopy



Text/colour material overall size not exceeding:		
8" x 11" Per Exposure	11" x 17" Per Exposure	Minimum Charge Per Order
\$2.50	\$5.00	\$12.00

Certifications	\$40.00
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Photographic Services:

Photographic Services
<ul style="list-style-type: none">• Prints from original or copy negatives will not necessarily be identical in format or tonal values to a print on file in the Library or seen in a publication. No retouching is done to eliminate imperfections existing in the negative or the original material. The complete image will be printed unless cropping is requested. Unless otherwise specified, please include mailing/shipping and handling fees.• Images printed without borders will be priced on the next larger print size.• Reproductions from stereo negatives and originals will be reprinted as double images unless a cropping fee is paid.
Ordering Prints From Original Material
When ordering photographic prints from original material, an additional charge for producing the negative will also apply. In some cases, the Library may decide to retain this negative to avoid further handling and deterioration of these originals. If you wish to purchase an identical negative at the same time, the cost will be an additional 50% of the price of the first negative.
Custom Service
Cropping, centring image, special image or margin size, reduced print from existing negative, air drying, etc., can be performed at an additional charge of 100% of the basic print price.

Interlibrary Loans

The Library of Congress (LC) has been lending books from its collection to other libraries since 1902, when Librarian of Congress Herbert Putnam first established LC "as the nation's library of last resort." This year, through its Loan Division, LC will respond to over 50,000 requests from libraries throughout the world for book loans and article photocopies. This website provides information about our services, what materials are available for loan, and how to send requests to us. Please feel free to contact us via email at ill@loc.gov with questions or comments, but do not send Interlibrary Loan requests to this address. (See: [Sending a Request Via OCLC](#), [RLIN](#), or [Email](#) for details.)



Digital Delivery of Fragile, Non-Circulating Items

Fragile pamphlets requested on ILL are now being scanned and delivered as digital files instead of as photocopies. ILL customers can now download and print files of these items as soon as the citation appears at this website. For more on this new digital service, go to: [Digital Interlibrary Loan](#).

No More Paper Requests for US Loan Customers

US interlibrary loan customers are now required to use a protocol-compliant email request form accessible from this website. The Loan Division will no longer accept paper, fax, or unstructured email requests. This email request form is a key element in plans for a new tracking system. Thanks for your cooperation. To access the form, go to: [Interlibrary Loan Request Form](#)

Costs Reduced for Non-US Libraries

Libraries outside the United States can now obtain material on interlibrary loan from the Library of Congress at significantly reduced cost. For details go to: [Loans to Libraries Outside the U.S.](#)

Loans to U.S. Libraries

For libraries in the U.S., the Library of Congress serves as a source for material not available through local, state or regional libraries. Requests are accepted from academic, public, and special libraries that make their own material available through participation in an interlibrary loan system. Participation is usually indicated by membership in one of the major U.S. bibliographic networks (OCLC, RLIN) or by a listing in the American Library Directory (Bowker) or the Directory of Special Libraries and Information Centres (Gale). LC's policies are complementary to the [National Interlibrary Loan Code for the United States](#) as established by the American Library Association. Directions for sending requests will be found at: [Sending a Request Via OCLC, RLIN, or Email](#).

Loans to Libraries Outside the U.S.

The Library of Congress serves as a primary source for material published in the United States and secondarily for items published outside the US and not available from the country of origin. LC's policies generally follow the procedures set out in the [IFLA Principles and Guidelines for Interlending](#). For requests submitted from outside the U.S. via OCLC, you must include the correct charge in the max cost field. For loans, you should put \$24 IFM; for photocopies, you should put \$16 IFM. Requests submitted without the correct charges will not be processed.

Although the Loan Division mainly accepts requests from libraries outside the United States that are participating members of either the OCLC or RLIN bibliographic network, the Division also accepts requests by surface mail (not fax) if the request includes the correct number of IFLA vouchers. Book loans require 3 vouchers (valued at US \$24) and article photocopies require 2 vouchers (valued at US \$16). For more information about vouchers, please click here to view the web page for the [IFLA Voucher Scheme](#). The Library of Congress OCLC symbol for interlibrary loans is **LCL**; the RLIN symbol is **DCLW**. If you are an OCLC or RLIN participating library outside the US, please refer to your network contact for further instructions.

Surface mail requests should be sent with the appropriate number of vouchers to:

Library of Congress
Loan Division
101 Independence Avenue S.E.
Washington, DC 20540-4670
USA

Circulation Policies

Loan Period



The loan period is 30 days for all libraries, U.S. and non-U.S. A grace period of another 30 days is normally granted, after sending a reminder notice that material should be returned soon. Material not returned after 60 days will result in suspension of borrowing privileges. In addition, it is possible to recall material borrowed on Interlibrary Loan, when needed for official Library of Congress business. A Recall Notice would be sent in such a case, and the loan period might be shortened.

Shipping from LC

All books for domestic libraries are shipped via Federal Express next-day delivery when the street address is provided. Otherwise, they are sent via the United Parcel Service. Article photocopies will be sent electronically via the Ariel document delivery system if an Ariel IP address is included in the request.

Renewals

Interlibrary Loans may not, ordinarily, be renewed. Final due dates are given on the charge card which accompanies the requested material. If you feel there are extenuating circumstances, contact the Loan Division, Circulation Section, at the address below.

Lost or damaged Items

As set forth in the [U.S. National Interlibrary Loan Code](#) and the [IFLA Principles and Guidelines for Interlending](#), the borrowing library assumes responsibility for the safety of borrowed materials from the time the material leaves the lending library until it is returned safely. Borrowers should contact the Circulation Section as soon as possible regarding any concerns about lost or damaged items.

Circulation Section Address and Phone Numbers

Loan Division

Circulation Section

Library of Congress

Washington, D.C. 20540-4670

Phone: (202) 707-5441

Fax: (202) 707-5986

Email: loancirc@loc.gov

Requesting Books, Periodicals, and Newspapers

The Library of Congress provides book loans, periodical article photocopies, and newspaper microfilm loans when this material is not readily available from other sources. Not every item in the LC catalogue is actually held in the collection, however, and not everything in the collection can be lent or copied.

Verifying a Citation

Before making a request, verify that the item exists and is held by LC. Requests should be verified through an electronic database or other standard bibliographic tool, preferably also in the [Library of Congress Online Catalogue](#). The most useful identifiers are online record numbers such as the Library of Congress control number (e.g., 9712456), the International Standard Book Number (ISBN), or the OCLC record number. Include these, or a citation to a published tool such as the National Union Catalogue, whenever possible.

Many recent monographs are represented in the catalogue by Cataloguing in Publication (CIP) records but have not yet received full cataloguing and are not available in the Library's collections. If the Online Catalogue record does not indicate pagination or size, the item has not been received and processed by LC.

When requesting an article from a serial publication, please match the serial title with the volume number, date of issue, and place of publication. Be sure to include pagination, title, and author of the article. To request a newspaper, be sure to include the dates and place of publication.

Material in Micro Formats

Many items in microfilm and microfiche formats are available for loan. Although LC does not circulate original copies of items published before 1801, genealogies, or bound periodicals, this material will circulate as microfilm.



Dissertations

LC does not circulate dissertations on microfilm that are readily available from a commercial source.

Requesting Books

Except as listed below, most books in the Library's general collection, the Law Library, and the Area Studies collections are available for loan. Material that does not circulate includes the following:

Items that are in print and can be purchased from the publisher.

Items classified as Genealogy (CS), Heraldry (CR), and Local History (F below 1000)

Rare materials and items published before 1801.

Requesting Periodical Articles

The Library of Congress maintains a collection of over 900,000 serial titles, including bound volumes, loose issues, and microfilm. Periodicals, whether bound or unbound, are non-circulating, but the Loan Division makes every effort to send gratis photocopies of individual articles when requested on interlibrary loan. Photocopied material is mailed first class or sent by Ariel when the IP address is provided.

When requesting an article from a serial publication, be sure to observe the following guidelines:

Match the serial title with the volume number, date of issue, and place of publication. Be sure to include pagination, title, and author of the article. ISSN or LC card number should be included whenever possible.

Only serials on microfilm are available for loan. Please note that only 5 reels may be borrowed per patron at one time.

Loan Division will provide photocopies of articles up to 25 exposures.

Journal holdings are often incomplete. In addition, CONSER records showing LC control numbers with prefixes "sn" or "sc" and showing no 050 field (LC call no.) are almost certainly not held by LC.

Generally, the Library of Congress does not collect journals in the fields of clinical medicine, nursing, clinical psychology, or technical agriculture, which are the subject specialties of The National Library of Medicine and The National Agricultural Library respectively.

For further information on periodicals at the Library of Congress, see the [Newspaper and Current Periodical Reading Room](#).

Requesting Newspapers on Microfilm

The Library of Congress maintains one of the largest and most comprehensive newspaper collections in the world, comprised not only of the major papers published in all 50 states and territories of the United States, but also those published in other countries of the world and their internal states and subdivisions that have existed during the past three centuries. Almost all of the more than 500,000 reels of newspaper microfilm held by the Newspaper & Current Periodical, European, Asian, and African & Middle Eastern Divisions are available for interlibrary loan. Only newspapers that have been microfilmed are available for loan.

How to Tell if LC Holds a Circulating Newspaper on Microfilm

In the LC cataloguing record, check the call number (050) field in the bibliographic record. If the word "newspaper" appears here, or "newspaper" plus a number smaller than 5000 (e.g., Newspaper 3450), the film should be available for loan. If the call number field includes an X (Newspaper 8066-X), or a number larger than 5000 (Newspaper 7686), then the newspaper is not on microfilm and is non-circulating. Up to 6 reels may be borrowed per patron at one time. Please be sure to include a place of publication and the exact dates that you are requesting.

The following newspapers on microfilm are non-circulating due to reading room demand:

Atlanta Journal

Boston Globe

Chicago Tribune

Christian Science Monitor



Financial Times of London
London Times and London Sunday Times
Los Angeles Times
New York Times
San Francisco Chronicle
USA Today
Wall Street Journal
Washington Post
Washington Evening Star
Washington Times

Loan Division is unable to provide copies of specific articles from non-circulating microfilmed or bound newspapers. Requests for photocopies from non-circulating newspapers should be sent directly to:

Library of Congress

[Photoduplication Service](#)

101 Independence Avenue, S.E.

Washington, DC 20540-4570

e-mail: photoduplication@loc.gov

Telephone: (202) 707-5640

Fax: (202) 707-1771

For further information on newspapers at the Library of Congress, see the [Newspaper and Current Periodical Reading Room](#).

Requesting Material from Specialized Collections

In addition to its general book and periodical collection, the Library of Congress maintains a number of specialized collections, some large enough to be custodial units in their own right, some small enough to be subsets of other collections. The links included here are designed to guide the potential borrower to information about these materials and the procedures for identifying and borrowing or requesting copies of specific items. Specialized collections listed in this section include:

[Law Library](#)

[Rare Books](#)

[Manuscripts](#)

[Technical Reports and Standards](#)

[National Translation Center \(Defunct\)](#)

[U.S. Government Documents](#)

[Law Library](#)

Most monographs in the Law Library are available for loan. Loose-leaf materials, serials, serial sets, and material in micro format and microprint form are all non-circulating. Loan Division will provide complimentary copies of articles and other material whenever possible. For more information about legal materials at the Library of Congress, see the [Law Library](#).

[Rare Books](#)

All items in these collections are non-circulating. Loan Division will provide, whenever possible, a complimentary photocopy of a few pages. For further information on these collections, see the [Rare Books and Special Collections Reading Room](#).

[Manuscripts](#)

Many collections have been microfilmed as part of the Library's Preservation Microfilming Program and are available for interlibrary loan both from LC and from other research libraries. Manuscripts on microfilm may be requested through the Loan Division as regular interlibrary loans. In some cases the Manuscript Division does not lend microfilm of collections which are stored offsite or for which there are no master negatives. Please note that the Division allows only 10 reels per patron at one time to



be sent out on interlibrary loan. For further information about these collections, see the [Manuscript Division Reading Room](#).

Technical Reports and Standards

Please note that this material is non-circulating. Loan Division is only able to provide photocopies of U.S. technical reports. Because of copyright restrictions, standards cannot be copied.

For further details, write/call:

Library of Congress

Technical Reports & Standards Section

Science, Technology and Business Division

101 Independence Avenue, S.E.

Washington, DC 20540-4750

(202) 707-5655 – phone

(202) 707-0253 – fax

National Translation Center

All Library of Congress holdings for the National Translation Center have been transferred to the Canada Institute for Scientific and Technical Information in Ottawa, Canada. This material can be obtained from CISTI by using the OCLC ILL sub-system. Their OCLC symbol is (CAI). For further information, see [CISTI](#)

Depository Set of U.S. Government Publications

Since 1979, the Library of Congress has received a full depository set of U.S. government publications in multiple formats. Many, but not all, government publications issued before 1979 are also available from the Library since they are part of the general collection. For basic information about U.S. government publications, please click here to view the home page for the [U.S. National Archives](#) or contact them at:

National Archives Library

Room 2380

8601 Adelphi Road

College Park, MD 20740-6001

Telephones:

Library Offices (301) 713-6780

Reference (301) 713-6875

Sending a Request via OCLC, RLIN, or Email

Interlibrary loan requests may be sent electronically through OCLC, RLIN, or email.

OCLC: The symbol for The Library of Congress holdings in OCLC is DLC, but items should be ordered using the symbol LCL five times in the lender field and matching the record in the OCLC online catalogue.

RLIN: The symbol for The Library of Congress holdings in RLIN is DCLC, but items should be ordered using the symbol DCLW.

Email: Fill out the ISO Protocol Compliant [Interlibrary Loan Request Form](#), include all "mandatory" information, and as much other information as possible. Click on "Submit," and your request will be received in the Loan Division at the Library of Congress. Foreign libraries may not use this webform, see [Loans to Libraries Outside the U. S.](#)

Mail and Fax: The Library of Congress no longer accepts paper or fax ILL requests from libraries in the United States. Foreign libraries, see [Loans to Libraries Outside the U. S.](#)

Before sending an interlibrary loan request, please note the following:

Avoid requesting:

Items represented only by Cataloguing in Publication (CIP) identified by looking at two different fields in the cataloguing record:

300 field: no pages or size yet specified (filled in when item is received);

263 field: proposed publication date still listed (deleted when item is received);



Books that are in print and procurable through ordinary trade channels (except to U.S. Government agencies);
Materials classified as genealogy, heraldry, or U.S. local history unless in microform CS, CR and F below 1000;
Bound and unbound periodicals, except for individually cited articles that can be copied;
Rare materials and items published before 1801 excepting those in microform;
Motion picture films, photographs, and sound recordings;
Commercially available dissertations (except to U.S. government agencies);

11.2 Survey of online products/services offered by museums

11.2.1 Downloads from <http://www.metmuseum.org>

Date: 21.06.01

Guest book

Welcome to The Metropolitan Museum of Art's Web site. Please take a moment to sign our guest book. Once registered, you will gain access to additional features and functions throughout the site.

"My Met Calendar" allows you to customize the Museum's online calendar so that it displays only those events that are likely to interest you.

"My Met Gallery" gathers together your favourite works of art from the Museum's online collection.

"The Met Store" automatically fills in your street and email addresses and telephone and Membership numbers for the greatest ease of online shopping and informs you of special offers and new products.

The Museum notifies you of special exhibitions, educational programs, Members' activities, and more with a targeted email service.

If you have already registered, you may [change your profile information](#) (including email preferences).

If you have forgotten your password, we will [remind you](#).

If you are twelve or younger, please get a parent's permission before filling out this form.

Membership

<http://www.metmuseum.org/member/index.htm>

Membership

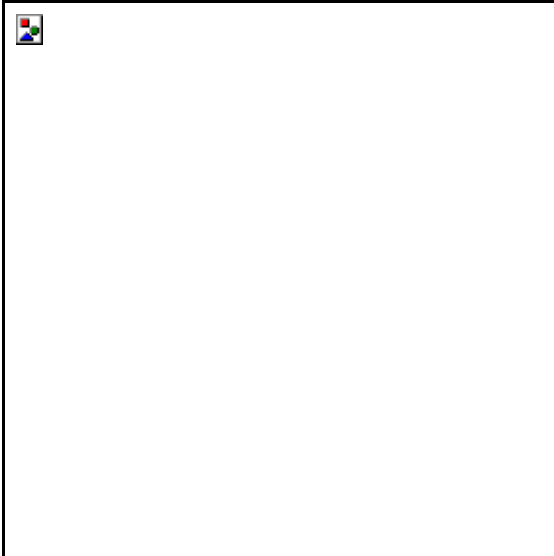
Become a Member now to receive a 10% discount in the online Met Store, as well as all the other benefits of Membership. When you purchase a Membership online you are immediately eligible for the discount on your current order. You may also purchase gift Memberships online—perfect for the art lovers in your life.

The Museum offers fourteen levels of Membership. Please select from the categories below. To renew a Membership, purchase a Student Membership, or learn more about specific benefits, please see

As a privately funded non-profit institution, The Metropolitan Museum of Art must rely on the generosity of its friends and supporters to meet the enormous cost of providing programs and services, year-round, to millions of local, national, and international visitors. There are many ways for you to contribute, and many benefits in store when you choose to do so. We welcome your involvement in the areas listed below, and look forward to a prolonged, mutually rewarding



relationship.



How to Support the Met (<http://www.metmuseum.org/support/index.htm>)

Benefit Events

Attend a gala event at the Metropolitan.

Membership

Enjoy special privileges, discounts, and previews as a Member.

The Apollo Circle

Join a vibrant group of young friends of the Museum ages 21 to 39.

The Met Family Circle

Meet other art-minded families with children ages 6 to 12.

Friends Groups

Support a specific department at the Museum.

Travel Programs

Embark on an international voyage hosted by the Met.

Gifts in Honour or in Memory

Commemorate friends and family on a holiday, anniversary, or other occasion.

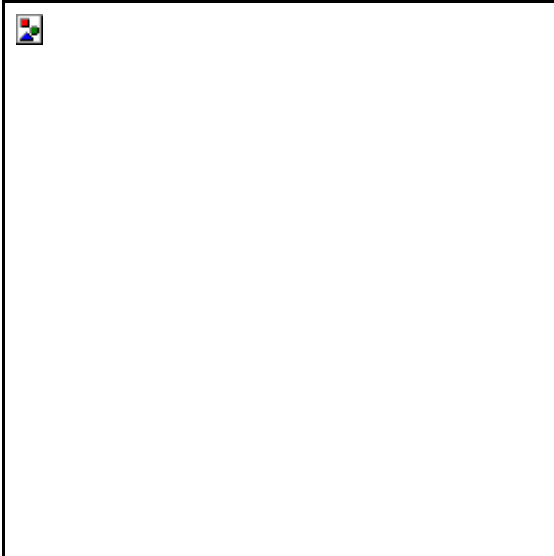
The Fund for the Met

Support the Met's long-term needs through this important campaign.

Planned Giving

Achieve your own financial objectives while making a gift to the Met.

Opportunities for Corporate Support



[Corporate Patron Program](#)

Receive attractive privileges for executives and employees as a corporate member of the Met.

[Real Estate Council](#)

Join other industry leaders in supporting the Met.

[Corporate Entertaining](#)

Host a distinctive private event at the Museum.

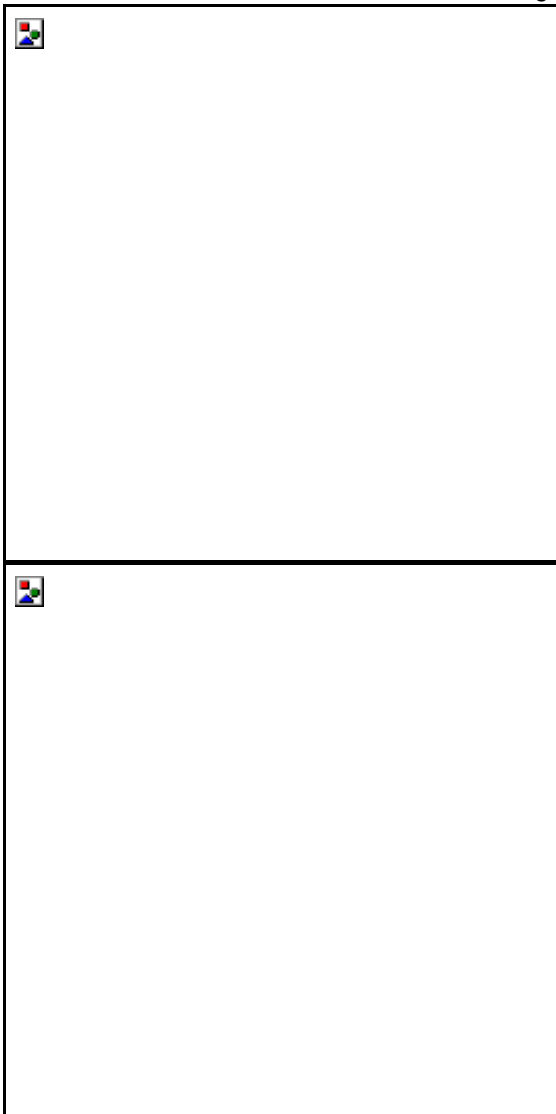
[Exhibition Sponsorship](#)

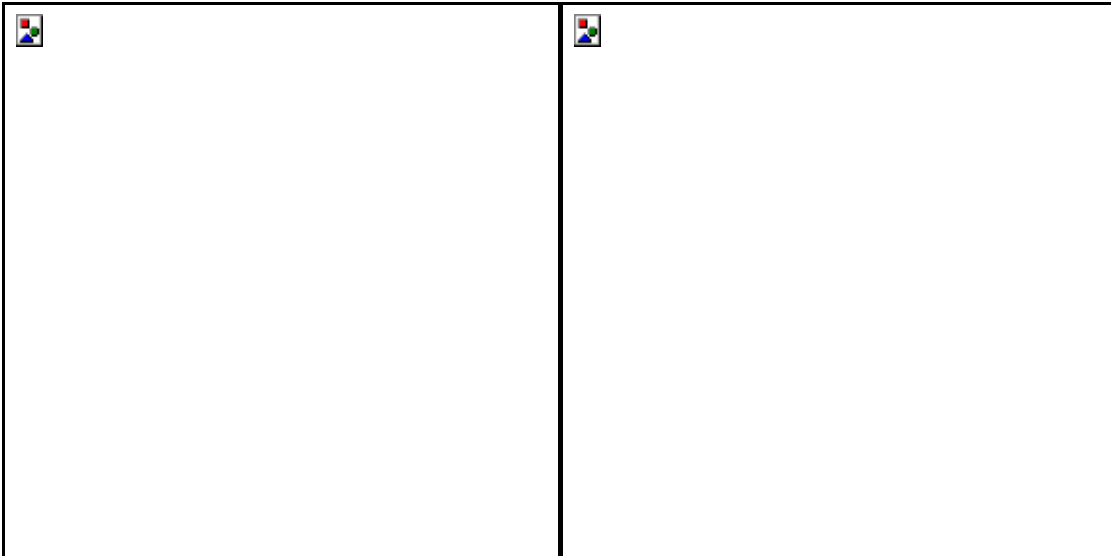
Sponsor one of the Met's most visible programs.

[Other Corporate Partnerships](#)

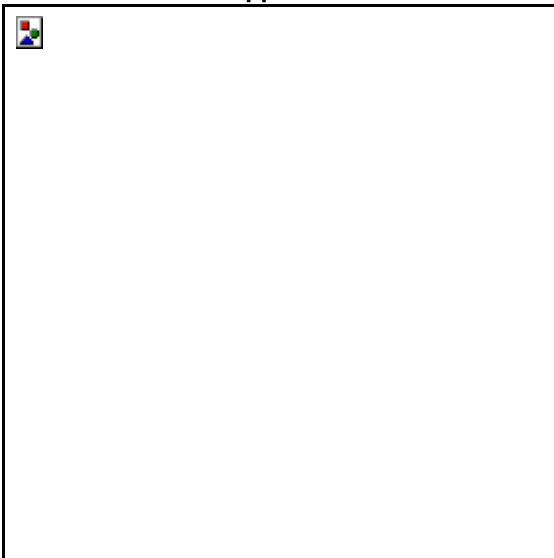


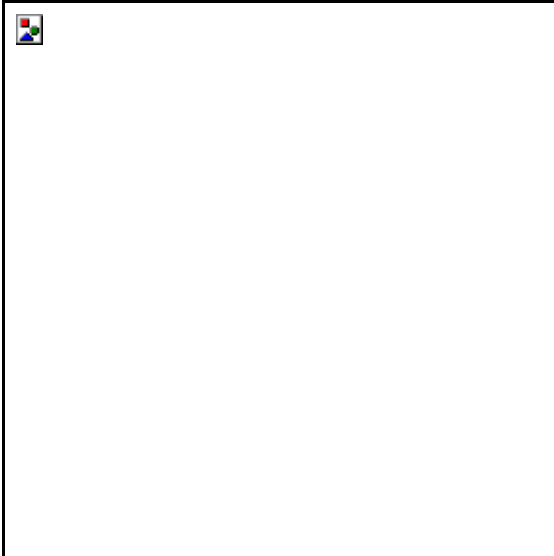
Sponsor concerts, lectures, extended evening hours, and other vital programs.





Areas in Need of Support





General Operating Support

Help the Museum uphold its ongoing commitment to excellence.

Education: Give the gift of knowledge.

Acquisitions: Allow the Museum to expand its magnificent collection.

Endowment: Make a contribution that will last for generations.

Special Exhibitions: Promote the Met's mission by helping to fund upcoming special exhibitions.

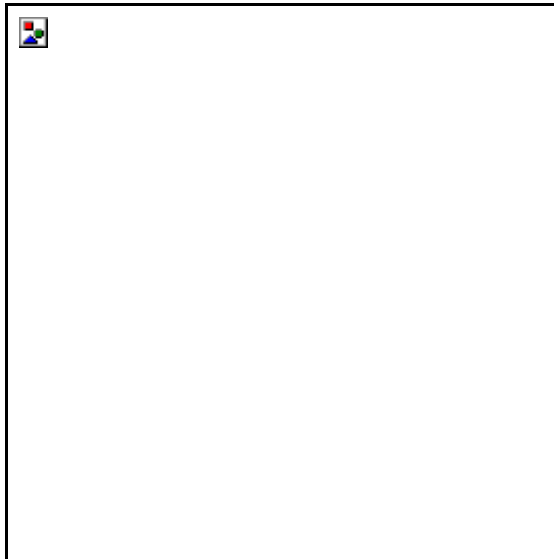
Publications: Support the Museum's extraordinary scholarship.

Conservation: Join the effort to preserve our artistic treasure

11.2.2 Downloads from <http://galileo.imss.firenze.it/>

Date: 25.06.2001

Welcome to the Information System of the Institute and Museum of the History of Science in Florence!



This Home Page has been visited xxx times since January 1st 1998.

1st Week for Scientific and Technological Culture ([Italian only](#))

Mille anni di scienza in Italia ([Italian only](#))

Accademia del Cimento ([Italian only](#))

Edizione digitale dei *Saggi* ([Italian only](#))

<http://galileo.imss.firenze.it/museo/4/index.html>

Welcome to the WWW version of our Multimedia Catalogue!

A virtual visit ([Quick Time VR - 524 Kb](#)) to Room IV of the History of Science Museum in Florence which is dedicated to Galileo is now possible.

The Multimedia Catalogue consists of a descriptive text of the artefact on display, a biographical text and a detailed text which provide the visitor with a more complete understanding of the historical-scientific context of the artefact itself. Each text is accompanied by still or animated images or by filmed sequences. The descriptive texts can be consulted by selecting an artefact on the sensitive map of the room or by selecting an artefact from the following list

(following Index of Artefacts, Room IV - Galileo Galilei)

<http://galileo.imss.firenze.it/intro/emuseo.html>

ROOMS INDEX



FIRST FLOOR



THE MEDICI COLLECTION

SECOND FLOOR

THE LORRAINE COLLECTION

Hall I - Mathematical instruments from Florence

Hall XII - Origin and development of the mechanical clock Hall II- Mathematical instruments from outside Italy Hall XIII - Mathematical instruments of the 18th and 19th centuries Hall III - Tuscan scientific instruments Hall XIV - Magnetic, electrostatic and electromagnetic instrument Hall IV - Galileo's instruments Hall XV - Pneumatic and hydrostatic apparatus Hall V - Origins of the astronomical telescope Hall XVI - Mechanics instruments Hall VI - Lenses, prisms and optical illusions Hall XVII - Mechanics instruments Hall VII - Cosmographical spheres between empirism and science Hall XVIII - Surgical instruments and didactic models Hall VIII - The microscope Hall XIX -



The evolution of pharmacy [Hall IX](#) - The Accademia del Cimento [Hall XX](#) - The beginning of modern chemistry [Hall X](#) - Meteorology [Hall XXI](#) - Weights, measures and scales [Hall XI](#) - Astronomy in Florence during XVIII and XIX centuries

New WAP site <http://galileo.imss.firenze.it/wap/index.html>
wap.imss.fi.it

The Institute and Museum of the History of Science set up a new network service.

Since July 2000 you can surf on the IMSS - WAP site (Wireless Application Protocol), through the WAP mobiles and the browser html added up with a special emulator.

How does it work?

MOBILE: just type in the address <http://wap.imss.fi.it/>

COMPUTER: it must be provided with a wap emulator, such as

<http://www.m3gate.com>

or <http://www.winwap.org/>

having the emulator put in, go to <http://wap.imss.fi.it/>

On the site you find all the information concerning the opening times, the Museum's collections, the Library's services, and more..., both in Italian and English.

11.2.3 Downloads from <http://www.tate.org>

Date: 21.06.01

The Tate Art magazine

tate is the art magazine with an international perspective, which emerges from a close relationship with Tate and reflects the expanding role of the gallery in the contemporary culture debate. It is, however, an independent magazine with its own voice and vision. **tate** is published four times a year and is on sale in the galleries and all good newsagents and bookshops.

For more information see www.tatemag.com

Tate Art Online

For the spring of 2000, at the same time as it is extending its physical presence, Tate has decided to extend its work in the virtual world. Under the aegis of the National Programmes division, Tate has commissioned two artists to make works which will complement both the re-launch of the Gallery at Millbank as Tate Britain, and the opening of the new Tate Modern at Bankside. .

Tate has commissioned both artists on the strength and integrity of their ideas together with the interactive nature of the works.

For these commissions Tate curators took the option of inviting one artist whose central metaphor and work is the "net – language" and the web itself (*Harwood@Mongrel*) and to invite a second artist whose work is not currently engaged with the "net" but was willing to use the web as a "tool" to create new work (*Simon Patterson*).

Both artists have been commissioned simultaneously with a view to creating a dialogue of the interactive nature and possibilities of web art, exploring the relationship between the virtual and the real object and the role of the museum and the Internet in contemporary art.

Harwood@Mongrel's work is the first to be presented online in June 2000. This will be followed by Simon Patterson's work.

Critical Text Online

Alongside the new works of the two artists Tate is commissioning critical text in on-line form by the writer and critic Matthew Fuller.

An Introduction to online art

Art meet Net, Net meet Art



Uncomfortable Proximity

Breach The Pieces

Le Match des couleurs

The systematic arrangement of the senseless

Matthew Fuller is a member of the artist group I/O/D (<http://www.bak.spc.org/iod/>) and a regular collaborator with Mongrel (<http://www.mongrel.org.uk/>). He teaches Media, Culture, and Communications at Middlesex University and is a research fellow at Norwich School of Art and Design. Shake Editions (<http://www.shake-editions.com/>) recently published his book, 'ATM'.

<http://www.tate.org.uk/collections/insight.htm>

Insight

Introduction | [Background](#) | [Work in progress](#) | [Highlights](#) | [Production tour](#) | [Delivery tools](#)

Insight offers new paths into the Tate Collection through a comprehensive database of indexed images accessible through the Tate website. The ultimate aim of Insight is to develop a digital information resource that encompasses the entire Tate Collection and enables appropriate onsite and remote access to art for the widest possible audience.

Here you can find a [background](#) to Insight and how the project was established. There is an overview of the digitising [work in progress](#) and links to some of the current [highlights](#).

For those curious about the technical details behind the project, there is a 'walkthrough' [production tour](#) of the processes involved. The [delivery tools](#) are also examined, to reveal what Insight offers, both now and in the future, and to explain how this fits into the wider digital initiatives at Tate

The Insight team is creating over 500 new digital images of works in the [Tate Collection](#) every week, many of which are already available through this website. All works are also being comprehensively indexed by the team, to make them easily accessible through the new [subject search](#) tool.

We will add further information and links from this area as a range of new developments and service features unfold over the coming months.

<http://www.tate.org.uk/shop/default.htm>

The Online Shop

There is a wide range of Tate items to choose from, including books, catalogues, posters, prints and jewellery. You can either [search the shop](#) for something particular, or [browse product lists](#). There's even a [Bestsellers page](#) so you can see the most popular items at a glance

The online shop includes a user-friendly shopping basket and a search facility, making it simple to find and choose what you want. All transactions are fully secure, so you can order with absolute confidence that your details are safe. For more details see [How to Buy](#).

The online shop is managed by Tate Enterprises Ltd, a company wholly owned by the Trustees of the Tate, which also manages the shops in each of the galleries and publishes a wide range of books on modern art and British art.

All purchases support Tate and its programmes

11.2.4 Downloads from <http://www.khm.at>

Date: 26.06.2001

Example for a site form the "collection" section

Treasury (<http://www.khm.at/staticE/page27.html>)

Secular and Ecclesiastical Treasuries

The objects kept in the Secular Treasury are of the highest order and reflect more than a thousand years of European history.



The origins of the collection stretch back to the medieval family treasures of the House of Habsburg. Over the course of the centuries and until the end of the Austro-Hungarian monarchy in 1918, the collection underwent countless changes. Today the presentation of the Secular Treasury is organised according to the various categories of objects. Particularly deserving of mention are the insignia and jewels of the Holy Roman Empire, including the [imperial crown](#). They represent the most important collection of medieval royal objects still in existence today. The [vestments](#) and other treasures of the Order of the Golden Fleece came to Vienna from Brussels in the late 18th century. [The crown of Emperor Rudolf II](#) (1552-1612) as well as the [imperial orb](#) and sceptre of Emperor Matthias (1557-1619) were chosen by Francis I (II) (1768-1835) as the insignia of the hereditary empire of Austria. The gems, jewellery and heirlooms from many different centuries are also of great material value. The Ecclesiastical Treasury holds the liturgical implements, relics and parements (altar hangings) used and collected at the imperial court.

Special website concerning the El Greco exhibition in 2001

<http://www.khm.at/elgreco/>

Introduction

In 2001, the big summer show at the Kunsthistorisches Museum is dedicated to the painter Domenikos Theotokopoulos (1541 - 1614), better known as El Greco, "the Greek". This is the first ever major monographic exhibition dedicated solely to this important artist in the German speaking world. A representative selection of over 40 masterpieces of the highest quality will illustrate El Greco's oeuvre, and document his development from Byzantine icon painter to an artist influenced by the Italian Renaissance to the very individual and expressionistic style of the works he painted in Spain. In this his late style he is far ahead of the painterly possibilities of his time. El Greco became the precursor of Expressionist Art at the beginning of the 20th century and is thus still able to appeal strongly and directly to today's visitor. The support of the world's most important museums made this ambitious exhibition project possible. Institutions such as the Museo del Prado (Madrid), the National Gallery in Washington, the National Gallery in London, and the Metropolitan Museum in New York, to name but a few, have loaned their most magnificent works-of-art to the Kunsthistorisches Museum.

11.2.5 Downloads from <http://www.moma.org>

Date: 25.06.2001

<http://www.moma.org/docs/onlineprojects/index.htm>

Web projects

This page presents diverse sub sites that were created or co-produced for MoMA.org. These projects explore some of the properties and possibilities of the Web, such as interactivity, motion and sound. Whenever a Web browser plug-in is required a link to the download page has been provided. For links to exhibition sub sites from 1995-99 please see the Index of Artists.

TimeStream

The moving image has been transformed from medium to medium throughout its history; now it has co-opted the hard drive. In this Web site specially commissioned by the Museum, Tony Oursler, an artist known for constructing phantasmagorical video tales, mixes intricate research with idiosyncratic information. The timeline tracks the evolution of virtual technologies and their relationship to what Oursler calls the spirit world. The project is on view in the Museum's Café/Etc. through May 2001. Shockwave and Flash plug-ins required. Press Release

16 Objects, Ready or Not

16 Objects, Ready or Not by artist Michael Craig-Martin was commissioned and co-produced by The



Museum of Modern Art. It was created in conjunction with the *ModernStarts: Things* exhibition on view from November 21, 1999 to March 14, 2000. This project showcases an array of objects created by the artist and allows users to interact with the piece by setting the animated objects against brilliant hues. The online artist project may also be viewed locally as a screensaver. Shockwave and Flash plug-ins required.

dot.jp

In a country famous for innovative applications of technology, Japanese media artists are using new digital tools in intriguing ways. Barbara London, Associate Curator, Department of Film and Video, travels in Japan to look at the sun rising on digital art. During her journey, London keeps a daily online diary of her encounters with Japanese media artists and their work. Her diary includes video clips and photos. Flash and RealPlayer plug-ins required.

Allan McCollum: The Registration of An Artwork

Created for the exhibition *The Museum as Muse: Artists Reflect* (March 14-June 1, 1999), *The Registration of An Artwork* consists of an exhaustive compilation of information on McCollum's *Collection of Four Hundred and Eighty Plaster Surrogates* (1982/89). This project speaks to the museum's disposition towards fastidious record keeping and meticulous research by presenting a highly personal, customized version of a museum cataloguing system. According to McCollum, "This Web project concerns the making of meaning. An artwork often enters the register of history by way of 'supplemental' information that conditions the art object itself: its provenance, its condition, its critical reception, the artist's other works, the storage costs, and so on. I am amplifying all these supplements to include so many references and cross-references that the whole conventional process of making meaning problematized, brought into view, made visible." *The Registration of an Artwork* was realized in collaboration with Ron Wakkary and co-produced by Stadium@Dia and The Museum of Modern Art.

Art Safari online

This interactive program for adults and children highlights four modern artworks from the Museum's collection that feature animals. For each work a series of questions guides children to write about what they see in the art. Online art making activities are also available. Children can submit their works to the site and view them. Examples of children's art and writing, selected by MoMA's Department of Education, are accessible in the Children's Art Display section. Users who have the Shockwave plug-in will hear voice-over audio clips.

Conversations with Contemporary Artists

This sub site offers online highlights from MoMA's public program *Conversations with Contemporary Artists*, in which invited artists give informal talks in the Museum galleries. Three artists featured in the sub site, Coco Fusco, Gary Simmons, and Kara Walker, discuss their art as well as works from the Museum's collection. Audio clips, transcripts, artists' resumes, and images are included. Audio playback requires the Shockwave plug-in.

Fred Wilson: Road to Victory

This online project was created in conjunction with the exhibition *The Museum as Muse: Artists Reflect* (March 14-June 1, 1999). Fred Wilson's *Road to Victory* explores The Museum of Modern Art's memory of itself by mining the institution's archives. As in his previous works, Wilson uses juxtaposition and sequencing of texts and images to construct different narratives out of a given historical archive, thereby exploring topics such as inclusion, exclusion, and the notions of the beautiful and the exotic. This site presents over sixty documentary images showing staff, visitors, furniture, and installation views of past exhibitions, along with several texts, including press releases, radio transcripts, lists of exhibition, and other archival materials. The site requires JavaScript version



1.1 and is best viewed with Netscape Navigator 3.0 and above or Microsoft Internet Explorer 4.0 and above

InterNyet: A Video Curator's Dispatches from Russia and Ukraine

InterNyet presents a series of daily dispatches from July 1 to August 5, 1998, by video curator Barbara London. Produced as a companion to Stir-Fry, this online project gives exposure to contemporary art evolving in St. Petersburg, Moscow, Odessa, and Kiev. The site includes stills, video and audio clips, text about innovative artists, and commentary from the curator and other members of the art world in Russia and Ukraine. RealPlayer plug-in required

Robert Cumming: Academic Interactive Exercise

Cumming's fascination with perceptual games is illustrated by this virtual transformation of his 1975 photographic diptych, *Academic Shading Exercise*. The changes that occur when three-dimensional objects are rendered in two dimensions, the visual inversion of images from negative to positive, and puns of all varieties form the humour and intelligence of Cumming's photography. This project was created in conjunction with the exhibition *The Clutter of Happenstance: Photographs by Robert Cumming*, on view at MoMA March 19-July 5, 1998. Requires Shockwave.

Time Capsule

Time Capsule marks the 10th International World AIDS Day and was organized by the Museum of Modern Art's Department of Education, visual AIDS, Creative Time, and London based ArtAIDS. This project documents its participant's thoughts on AIDS and HIV. These views were submitted to the Museum's Education Center on December 1st and 2nd, 1997. Messages and images have also been collected via the site's online form and were sealed in the Time Capsule January 30, 1998. Beginning on that day, one contributor's account, chosen at random, will go online each day until December 1, 2002, when the contents of the site will be "opened" and available for viewing on the Internet.

Stir-Fry: A Video Curator's Dispatches from China

Created in collaboration with äda 'web, *Stir-Fry: A Video Curator's Dispatches from China* is an innovative online project that features daily reports from the Middle Kingdom. From September 2 to September 30, 1997, Barbara London, Associate Curator, Department of Film and Video, travelled across China to Beijing, Shanghai, Hangzhou, and Guangzhou, meeting with media artists and seeing their work. Her dispatches to this site chronicle her experiences in these cities and include written journal entries, photographs, and audio and video interviews conducted during studio visits and other encounters with members of the media art scene. Some of the dispatches incorporate RealAudio and RealVideo.

Peter Halley: Exploding Cell

Peter Halley created this interactive project in conjunction with the exhibition, *New Concepts in Printmaking 1: Peter Halley*, on view at the Museum from September 18, 1997 through February 8, 1998. It has been programmed using digital files, now in the Museum's collection, that Halley initially produced to generate images for the wallpaper included in the exhibition. To participate in the Web project, visitors select one of Halley's nine images then choose colours to illuminate areas of the image and print and sign the finished composition. The resulting artwork, which also bears Halley's signature, will be a collaboration between the visitor and Halley. Requires the Shockwave plug-in.

Technology in the 90s

The series Technology in the 90s, which began in 1992, is an ongoing program of symposia that explore the promise and impact of new technologies on contemporary culture. Presenters include artists working internationally on the cutting edge of technology. This site, produced in collaboration with äda'web, contains an introduction by Barbara London, Associate Curator, Department of Film and Video, presentations by artists, and a series of online message boards [now closed] that



stimulate and encourage the flow of ideas and opinions about the improvements in technology that are transforming the art world.

General Idea

General Idea, the Toronto-based artist group formed in 1968, designed this project in association with The Museum of Modern Art, äda'web, and ArtAIDS. It coincided with the exhibition *Projects: General Idea*, on view at the Museum from November 28, 1996 through January 7, 1997. The Web project includes on-line animation and a free downloadable screen saver, based on a digital version of General Idea's AIDS logo, itself a transformation of Robert Indiana's famous LOVE painting of 1967.

Membership

<http://www.moma.org/docs/memSplasha/index.htm>

To join and receive your member's discount in the MoMA Online Store, you must first complete the enrolment and purchase of your membership. This way, we can assign your permanent MoMA membership ID number which can be used immediately after you enrol for this great discount!

Just follow these simple steps:

Choose your desired level of membership from the list below and select "Join Today"

Log In to your existing online account, or create a new account. This gives us the information we need to send your membership card, monthly magazine, and other membership materials.

Complete your membership purchase by choosing payment method and "check out."

Your MoMA membership ID number will appear on your screen.

Return to shopping! Any items previously added to your shopping cart will reappear - but they'll reflect your new 10% member's discount.

11.3 Survey of Internet-based micropayment systems

11.3.1 Downloads from: <http://www.jrc.es/cfapp/invent/details.cfm?uid=184>

Date: 30/06/01

Name (Abbr.): Cartio Micropayments

Creation date: May 2001

Members/parties: Parent Company: Net.Actuals B.V.

Partners: Global Collect processes deposits to Cartio Card; IBM Global Services integrates the Cartio payment system in existing merchant Internet publishing systems; Cartio is built on the NewGenPay Payment Engine.

Geographical scope: Content providers who have so far (June 2001) signed up the service are based in the Netherlands, although accessible worldwide.

Application Area: Micropayment of digital content, but also for non-digital small purchases like posters, stamps, postcards, letters, tickets.

State of deployment: Service started in May 2001 in the Netherlands.

(The following extracts are from "Technical Whitepaper introducing Design and Implementation of the CartioMicropayment System" (May 2001, Jean-Marc Huijskens) – downloaded from: <http://www.netactuals.com/>)

Registering a new Cartio Card

When a consumer enters a Merchant page containing Cartio links, but he or she doesn't have a Cartio card, the consumer is redirected to the Cartio Registration Server. A Secure Socket Layer (SSL) connection is set up, so nobody will be able to understand the messages sent from consumer to Cartio and vice versa.



If the consumer wants to register a new Cartio card, he or she enters the fields on the Cartio registration page, including name, address, email address, country and gender. The consumer also chooses a password that will give him or her access to the Cardholders Region available at the Cartio Website. The message is sent encrypted to the Cartio Server.

The Cartio Server receives the message and creates a personal Cartio Card for this consumer. Using the same SSL connection, it sends a message back, containing the consumer's new card number and the secret code to be used when activating the card. It also informs the consumer where to download and how to install the PayBar program.

Activating the Cartio Card in the Payment Bar

The consumer now downloads and installs the Payment Bar into his or her computer. After installing, the PayBar asks user input for the card number and the secret code. It also asks for a password, which will be used to encrypt card details on the consumer's computer. The PayBar generates a private/public key pair, and sends the card number, public key and a one-way hash over the card number, public key and secret code to the Cartio registration server.

The Cartio Registration server receives the card number, public key and the hash. It checks if the hash is correct by adding the secret code to the message. If so, the consumer must have known the secret code, and so, this must be the consumer who was given the card number and secret code during registration. The Cartio registration server stores the public key, which will be used to authenticate future messages from this consumer. The Cartio server then sends a confirmation message back to the PayBar, telling that the card has successfully been activated. It attaches the Cartio Server public key, which will be used by the consumer to authenticate future messages from the Cartio Server. It also informs the pay bar what currency to use and digitally signs the message. The signature is set over the message and the secret code (which isn't included in the message), so the pay bar can make sure the Cartio Server must be the one that sent this message.

The Result after Registration and Activation

After a successful activation, the consumer is technically ready to buy items at Cartio Merchants. The PayBar knows its public/private key pair, the card number, the public key of the Cartio server, the location of the Cartio Server and the password to enter the personal region on the Cartio website. The Cartio Server knows the cardholder's card number and the public key of the consumer. However, the PayBar doesn't have any funds transferred to the Card balance, so trying to buy at a Cartio Server is not possible yet. The consumer will have to transfer funds in the ATM Center from his or her bank to Cartio.

Transferring money to a Cartio Card

The consumer enters the ATM Center by choosing the "CardMenu" button in the payment bar or choosing "ATM Center" directly from the Cartio Website. In the latter case, the consumer has to provide his or her card number and password to make sure nobody can see payment information or card details. All messages to and from the Cartio ATM Center are encrypted using Secure Socket Layer (SSL). Depending on the country the consumer lives in, he or she can choose from a range of payment methods to transfer money to the Cartio Card. Credit cards are accepted worldwide, other payment methods such as bank transfers, direct debits, invoices or banking checks are offered - if available - in the consumer's country.

Order approval and delivery

The order is initiated by the consumer by clicking on a Cartio link. The link contains a number of variables, which are sent to the PayBar by clicking the link. Variables include the price (in merchant's currency), the number by which the item is known to the merchant, the name of the item, the id of the merchant, the time period in which the consumer can receive the item again without repayment and many more.



The consumer's PayBar creates a message from these variables, and signs this message using its private key, generated at activation time. This message is sent to the Cartio Payment server, asking approval to spend the amount of the item price (1). The Cartio Server checks if the digital signature is valid and if the

consumer is still in good standing – that is, if he or she has enough balance or credit to spend this amount. If everything checks out ok, the merchant returns the order to the consumer (2), after signing it with its own private key. The consumer's PayBar forwards the signed order to the merchant (3), which checks if the digital signature really belongs to the Cartio Payment server. If so, the merchant can be sure this consumer is good for his or her money. The merchant then checks if the item still exists, and if the amount authorised and signed by the Cartio Payment Server is sufficient to meet the price of the item. If the order meets all demands, the merchant delivers the goods to the consumer by sending the item to the consumer's browser. If the delivery is successful, the merchant adds the order to the batch to be deposited to the Cartio Payment Server. The consumer now sees the order in his PayBar overview screen, with a status "approved". However, the purchase is not final yet, the merchant first has to deposit the order to the Cartio Payment Server.

Repurchasing an item

A merchant can decide that the consumer is granted a period of time for which the item bought can be repurchased again, without having to pay for it. If an item is repurchased (by clicking on the link towards it), the PayBar will just send the original order again to the merchant. If the merchant decides that the time granted hasn't passed yet, it will send the item again, without resubmitting the order to the batch of orders to be deposited to the Cartio Payment Server – which wouldn't accept such an order anyway. This way, the consumer will only have to pay once for the item.

Order deposits by the Cartio Merchant

If an order request is approved by the Cartio Payment Server, it contains the status "approved". Only when the Cartio Merchant that received the order sends it back to the Cartio Server, the order becomes final. If an order is approved by the Cartio Payment Server, but a merchant doesn't deposit it within two days, the Cartio Server decides that this order has expired, and will change the status to "cancelled". The order amount is refunded to the balance of the consumer who requested the order approval. This procedure ensures that if communication fails, or if there was an error delivering the item, the consumer will not have to pay for this order. Orders are sent in batch by the Cartio Merchant to the Cartio Payment Server every six hours. The status of every order deposited is changed to "paid", indicating that the order is final. When the consumer synchronises (see the Synchronisation Process chapter), the PayBar will reflect the new status of this order. After receiving all deposits from the Cartio Merchant, the Cartio Payment Server returns a receipt, indicating that the merchant will receive money for these orders.

Receiving order status, balance and exchange rates

Although a consumer can see his or her card balance and purchases in the PayBar overview screen, the actual Cartio Card is kept in the Cartio Payment Server. The Consumer PayBar only represents a view of the current state. From time to time, the PayBar synchronises with the Cartio Payment Server to reflect changes in order status, and to receive an updated balance. When the PayBar is started, it checks if it needs to be synchronised. If so, and if it has a connection, it will connect to the Cartio Payment Server to receive the new information.

This procedure guarantees that a consumer who wants to buy an item has synchronised with the Cartio Payment Server no longer than twelve hours ago. However, the consumer can also request a synchronisation by selecting the "update" button in the order overview screen. In a synchronisation procedure, also exchange rates are transmitted to the consumer.

Exchange rates are sent to enable consumers to recalculate the order amount if the merchant presents its prices in a different currency from the one the consumer uses. Exchange rates are re-evaluated every hour by the Cartio Payment Server and are obtained from Reuters.

(The following is downloaded from: <http://www.cartio.com/>)



The Cartio system has been launched in the Netherlands. FactLANE (PCM Publishers) and the Dutch Institute for management (NIVE) are now offering over 4 million pay-per-view pages to their members. Initially in a controlled environment, but in a few months, these news items will be available to any Cartio Card holder.

Cartio Micropayments is a system for transferring small amounts of money over the Internet. Using Cartio, you can pay amounts as low as 1 Euro/Dollar cent to websites - safe and simple.

Cartio Micropayments will enable you as consumers to buy premium digital content and services like: premium articles, receive professional advice, download music/mp3's, examine pictures, play games. Cartio Micropayments can also be used for non-digital small purchases like posters, stamps, postcards, letters, tickets. In this way you will be able to benefit from millions of articles, which normally wouldn't be available on the Internet.

Following a one-time registration process you can buy content from any merchants accepting Cartio, just in one click. The registration process will only take a few minutes and is guided by help.

You can try the Cartio registration and buying process at our demonstration shops, of course without actual payment.

A Cartio Business Card is a Cartio card which you receive from the company you work for. A Cartio Business Card works exactly like a "normal" Cartio Card, however, you don't have to deposit money to your card before you can use it. Your company will receive a monthly bill for the purchases done with Cartio Business Cards registered to your company. Every Card has its own limit for which you are able to do Cartio purchases, (depending on the agreement between Cartio and your company).

Using Cartio, you can buy about anything for sale on the Internet. However, Cartio is especially designed and suited for paying small amounts of money to buy digital content. These are a few examples of content you can easily buy using the Cartio system:

News items - Professional information - Music (such as MP3) - Video, Flash, animations - Personalized answers to your questions - An ad-free result page from a search engine - Neutral information about a potential holiday resort - Pictures, images, backgrounds for your desktop - A special design for your personal homepage - Legal information - Sending SMS, faxes and digicards - A cheap, instant-win Internet lottery ticket - Driving instructions

And whatever digital content you can think of yourself. And when a merchant accepts Cartio payments, you don't have to buy an expensive subscription fee, just to see the one article you're interested in. If you have a valid Cartio card, you can buy any item at any Cartio provider just by selecting the link to the item.

Depositing money to your card is very safe. Credit card payments are secured by encryption using the Secure Socket Layer (SSL) and a secured connection to the Global Collect infrastructure. If you don't trust Internet payments you can use conventional payments such as sending a check, making a bank transfer or we'll simply send you an invoice. Altogether these payments are at least as safe as payments you do in the "real" world. Companies like Apple computers and Sony also use the Global Collect payment infrastructure.

Cartio additionally uses a number of techniques to guarantee completely safe purchases. The Cartio security is developed together with the IBM Security Research laboratory in Tel-Aviv, Israel (who know very well how to protect network systems). Among others techniques, Cartio uses certificates, public-key cryptology, digital signatures and MD5 hashes. The Cartio Servers are - as they should - protected by very robust firewalls.

11.3.2 Downloads from <http://www.ecoin.net>

Date: 06/06/01

[eCoin Incorporated](http://www.ecoin.net)

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About eCoin Incorporated and Our Vision

eCoin Incorporated And Its Vision

ECoin, Inc. is a small start-up company founded in 1998 by Steve Lihn. The vision of eCoin Inc. is to develop a web-based micropayment system that will transform the internet to a place where valuable information and services can be exchanged on a commercial basis. We believe that Internet can not remain free forever. Such wallet/micropayment system must be developed in order that the Internet content providers can be compensated through retail and remain profitable. ECoin micropayment system will enable Internet merchants and individuals to sell digital products and services in the scale where credit card processing can not cover (from a few dollars to sub-dollar range) with a reasonable profit margin. The system should have little implementation overhead for merchants and is very easy to use for Internet users. In other words, it should be user-friendly to both our merchants and consumers.

Since late 1999, eCoin, Inc. is also working on the Diffie-Hellman blinding digital cash that was initiated by Ben Laurie. This is to experiment the ASN.1-based digital cash certificate in the area of micropayment. eCoin, Inc. will continue to explore different alternatives to enrich the micropayment world!

Application

Since the Spring of 1999, we have delivered several production quality Wallet Manager. We continue to improve the reliability of Wallet Manager as well as the functionalities of the Payment Server. And we also continue to gain new inspirations and deeper insights how we can apply eCoin to many different areas. ECoin just opens up a complete new arena for online businesses to create new markets. The following lists some of these areas that we have explored:

URL redirect

This is the very basic function of Wallet Manager. The power of Wallet Manager is that it will handle all the detailed transaction of a purchase in the background. The user just have to click on the "Buy It" button and the client's browser will be redirected to the purchased URL. There is no effort that the merchant's web server has to perform except to provide the appropriate contents upon the URL request.

Pay Per Login

Extending the above mentioned capability, eCoin Wallet Manager can act as a payment gateway for login window. This enables the merchants to charge their customers upon each login.

Pay Per Use Software

Working in conjunction with the ActiveX technology of Microsoft Internet Explorer, eCoin Wallet Manager can be embedded into Windows applications and act as a payment gateway. This enables the software to charge the user interactively. This function should find great advantage in sharewares and some usage based software such as Internet Fax/Telephony.

The Third Phase Commit

Ecoin Wallet Manager utilizes the Two Phase Commit model that most advanced databases, such as Oracle, handles distributed transactions. However, to further secure the purchase process and prevent customers from failure during the redirect, we developed the Third Phase Commit technology, or called PH3. The customer will be charged only when the purchased URL is successfully loaded into his/her browser.

Accessibility By Multiple Applications

To go beyond the single process model, one Wallet Manager is able to synchronize the Wallet in memory if the Wallet database is updated by another Wallet Manager invoked by a different application.

(from <http://www.ecoin.net/project.htm>)



What is eCoin ?

Introduction to eCoin

As more and more businesses go on-line, the Internet has become a gigantic information database. Digital information, ranging from documents, graphics, to music, even movies, can be exchanged through Internet. eCoin.net's vision is to provide a safe secure market place on the Internet for people to find, buy, list and sell information, on-line services, and digital goods of sub-dollar amount. It is also the place to provide the right tools (**eCoins** and **Wallet Manager**) to bridge and enable the interaction between vendors and consumers. If this is what you are looking for, eCoin is your answer.

eCoins are electronic tokens issued by eCoin.net to be used for on-line transaction of sub-dollar amounts, also known as **Micropayment**. eCoin is the unique, low-cost, convenient, secure and reliable way for vendors to set up their powerful worldwide distribution channels and for consumers to buy things they need any time and anywhere. Using eCoin's turnkey technology, both vendors and consumers only needs very little efforts to set up the eCoin service and they can enjoy right away all the benefits and conveniences that the eCoin brings to them.

Why would cents make sense?

It may sound that cents are useless for buying goods in our daily lives. However, for a lot of services and goods we buy them in the bulk way, and that adds up the dollar amount. If we break the price down to the per usage basis, most of them will fall in the cents regime. For example, a daily newspaper costs about 25 cents. A monthly 20 dollar 150-hour Internet Dial-in Service costs about 13 cents per hour. A 4dollar 100-page magazine would cost 4 cents per page. If you are only interested in a 5-page article, 20 cents will do it. It is easy to find a lot of examples in our daily lives that only cost cents when we break them down to smaller units.

Selling things in smaller units may sound strange for conventional things we encounter in daily lives. However, this idea makes it unique and useful for the revolutionary Internet. For example, a consumer can buy a specific piece of information or service from an on-line vendor without the bulk price that includes unwanted junk information. A vendor can tailor the service to better serve customers' needs without overheads (such as paper and printing costs, efforts to make a nice looking book, etc.) from conventional ways. In addition, Internet itself is, by definition, a *mass* consumer market. There are also lots of new low-cost "unconventional" services can be created just for the Internet and suitable for the eCoin trade. Consumers and all these new services can be very well bridged by the eCoin through an easy-to-use and secure way.

eCoin: the right solution for the micro-payment market

As a consumer, are you looking for places to find specific and right-to-the-point information, services, or goods that would just serve your need? Are you tired of searching through the huge amount of superficial, not-to-the-point "search results" from the "free" Internet to solve your problems? At eCoin.net, you will be able to get better information and service providers that can help you to solve your personal problems with higher efficiency and quality but at a very low cost.

As an information and service provider, are you looking for an effective way and the right place to sell your proprietary knowledge, special information, and cutting-edge services over the Internet? Are you trying to find the right tool to enable your business without going through the hassle of setting up the e-Business interface? At eCoin.net, we will provide you the market place to show your products and provide you a turnkey solution for you to collect your profits.

Finally, there is a place to bring both information-hungry consumers and knowledge-rich providers together to make the Internet the best place to be.

(from <http://www.ecoin.net/what.htm>)

How Does eCoin Micropayment System Work

Introduction



eCoin Wallet is a token-based micropayment system. It simulates the real world coin system in the sense that a string of digital token carries a fixed value in a certain currency. We call this token "eCoin". In the current design (this may subject to change if more mature technology is available in generating e-cash tokens), each eCoin is 15-bytes long, consisting the following components:

- * eCoin type: 2 bytes
- * Internal flags: 1 byte
- * Timestamp and expiration date: 5 bytes
- * Identifier: 8 bytes

The Timestamp plus Identifier forms a unique string that identifies the eCoin. The Identifier is generated by a sequencer and a random number, thus is meaningful within eCoin's scope. Public circulation and exchange of a digital cash can not be achieved until a more mature technology of digital signature, such as MicroMint, could be deployed. Since eCoin system is highly flexible, these new tokens can be fed into eCoin's Wallet with little modification.

Operation

This section we explain further details of the system. First, there are three tiers or parties that are involved in the online transaction.

1. User: The user installs the wallet software, eCoin Wallet Manager, as browser plug in, that interprets embedded invoices in HTML pages.
2. Merchant: The merchant does not install specific software. The merchant generates the appropriate invoice tags in its HTML pages to enable the Wallet Manager.
3. eCoin Server: eCoin Server operate as a broker that keeps customer and merchant accounts, accepts payment requests from the customer's Wallet, and computes embedded invoices for the merchant.

The major difference in eCoin's design is that the merchant's task and operation burden is greatly simplified. The merchant does not have to set up processing software. Its only task is to generate the invoice tag into the html, therefore very cost effective. All processing is handled by the broker who does the issuing and recollecting of e-coins.

Behind A Purchase

The complete cycle of a micropayment transaction consists of the following steps:

1. The user download eCoins from his/her online account to wallet.
2. The merchant contacts the broker to get an embedded invoice tag. This step can be done statically through the EasyWeb Wizard or dynamically by the a CGI call.
3. The merchant inserts the invoice tag into the HTML page and sends it to the customer's browser.
4. The Wallet Manager plug in interprets the embedded invoice.
5. The customer clicks on an embedded invoice displayed by Wallet Manager.
6. The plug in sends the invoice data and eCoins to the broker.
7. The broker decodes the invoice and verifies the eCoins.
8. The broker transfers the eCoins to the merchant account.
9. The broker returns a redirect command to the user's browser with the purchased URL at the merchant site, where the goods are.
10. The user's browser loads the new URL.



Double Spending

When a token is issued to the wallet, there is a copy of each token kept on the Server. When the transaction of a purchase is completed, the copy is marked "invalid" immediately, therefore no further spending on that token is allowed. In the eCoin transaction model, the "token issuer" and the "transaction handler" is the same one (eCoin Server), chance of double-spending is greatly minimized.

Protection of Customer

The token-based system provides greater security to the customer. The potential damage of wallet theft is limited. This feature is very different from the notation-based system, such as the wallet that carries the customer's credit card information. The potential risk of a credit card bearing wallet is your credit limit.

As far as the anonymity is concerned, token provides an insulation of customer's identity from the purchase. However, at this point, the linkage between the customer and the tokens is forced because we feel traceability is more important than anonymity in this beginning phase of our operation. Thus the customer is NOT anonymous to the broker because the server traces the connection between the customer and the token at download time. This connection can be disabled (in the future), but then the traceability is lost. If there is any dispute about one transaction, lack of traceability will be a problem.

Nevertheless, the customer is anonymous to the merchants. eCoin Server does not reveal the identity of the customer to the merchant upon a purchase.

Protection of Merchant

How then is the merchant protected from abuse, for example, snooping the URL during the transmission of a purchase, and therefore stealing the goods without paying? The communication between Wallet and Server is encrypted, so the hacking of URL is very difficult. However, a transaction is considered completed when the redirect command is issued. The URL then is known to the customer as well as whoever can sniff the network. One concern that may be raised is that how the merchant can protect herself from having to accept goods requests from everybody who has the access to the purchased URL – without any feedback about payments ?

Yes, once the URL is known, it is public. We count on the merchant to protect themselves from being abused or double-delivering by their CGI programming skill. For example, the merchant can encrypt a timestamp or a counter flag into the URL so that the same URL is valid only for a period of time or so many accesses.

(from <http://www.ecoin.net/operation.htm>)

Low Cost

We, at eCoin.net, know that our micropayment solution is proving to be a great retail venue on the Internet. That's why we've tried to make it as easy and as economical as possible for Internet merchants and users to venture into this new area at a minimal risk.

Low Cost To The Users

In order to encourage Internet users to utilize eCoin as their primary micropayment solution, we have reduced the transaction complexity to minimum. Once opened a Server account with eCoin.net,



Users can buy eCoins with all major credit cards (US \$10 minimum). eCoins can be moved between their Wallets and the Server. -- All without any service charges.

Low Cost To The Merchants

As to the merchants, there is no need to open another merchant account. your Server account is your merchant account. No set-up fee is incurred for merchants to use Server accounts as merchant accounts. Neither do you have to set up complex payment servers on your site. Transaction details are all handled by Wallet Manager and eCoin Server. All you have to do is to set up EMBED tag. At this stage, eCoin.net charges commission rate as

* 20% -- if the transaction is less than 20 eCoins (20 USDC eCoins amount to US \$1.0).

* 2 eCoins + 10% -- if greater than 20 eCoins; or US \$0.1 + 10% for USDC eCoins.

The rest is credited into merchants' Server Accounts. (This rate is subject to change in the future.)

Payout

Checks are mailed to you (as designated in the Server account's contact information) once the credit is accumulated to US\$50 (1000 USDCs). (This threshold is also subject to change in the future.) Our payout cycle is the first and 15th of every month.

For high traffic merchants, periodic wire transfer to bank account can be set up through special arrangement. Since eCoin.net targets at the global Internet market, offshore merchants are welcomed. Domestic (within US) wire transfer fee is US\$10; while international wire transfer fee is US\$30.

(from <http://www.ecoin.net/lowcost.htm>)

11.3.3 Downloads from: <http://www.ipin.com>

Date: 06/06/01

http://ecommerce.internet.com/reviews/article/0,,6301_388901,00.html

iPin - At-A-Glance Features Table

By Alexis D. Gutzman

iPIN is an alternative payment solution that truly remedies the problems for merchants associated with accepting Visa and MasterCard - if it catches on. Today, it's in use in France only for delivery of digital goods and service, but it will soon be rolled out worldwide for hard goods as well.

How It Works

iPIN relies on customers setting up an iPIN account with their banks. These accounts are tied either to checking accounts or to credit cards, at the discretion of the customer. iPIN accounts can also be established with ISPs, telephone companies, and wireless service providers; in these cases, the account is tied to the monthly bill of these providers. When the customer establishes an iPIN account, he needs to provide his email address, a password, a secret question of his own devising, and the answer. At the end of the account creation process, iPIN deposits a strongly encrypted cookie on the customer's computer. This establishes non-repudiation, which is a key to any merchant-friendly digital payment solution. All the necessary account information is derived from iPIN servers based on the encrypted account ID in the cookie, which makes checking out at any iPIN-accepting merchant quick and confidential for the customer.

During the checkout process at an iPIN-accepting merchant, the customer is asked only for his password, if he's shopping from the computer at which he established the iPIN account. If he's "roaming," he needs to provide his secret question and answer, as well, and he can tell iPIN whether to plant the encrypted cookie (he's at his desk at work) or not (he's at a cyber café). When the



customer provides the requisite information - the rest of the information having been extracted by the iPIN API from the encrypted cookie - the iPIN API makes a transaction request to the iPIN server. It sends the purchase amount, iPIN authenticates the user, checks the account, and returns an authorization number. The merchant stores the authorization number in its database, rather than sensitive account information that would be of any value to a hacker.

Because of the presence of the cookie on the client's machine, the customer has more difficulty claiming a charge back on the grounds that he didn't make the purchase. This is referred to as non-repudiation. Just as with a card being swiped at a store, it's evidence that the customer was at the merchant's site.

As far as charge backs go, customers must first go through customer support directly with the merchant, with the assistance of online forms provided by iPIN. If the customer is still dissatisfied, then a charge back can be initiated, but because of the client-side cookie, actual fraud is low, and charge backs due to denial of purchase by the customer are even lower. Customers have the same consumer protection as they would have with credit cards, ultimately. They have a relationship with their bank - just as they would with a credit card.

Merchants deal with iPIN directly, so iPIN has more incentive than typical credit card networks do to resolve disputes in a way that's appealing to the merchant. With typical credit card networks, merchants deal with banks, to which they're generally grateful for the privilege of having a merchant account.

If a customer's iPIN account is low and he wants to make a purchase for more than the amount in his account, without leaving the checkout process, he can establish another account instantly with a credit card number. All payment windows float on top of the merchant's site and are private labelled for the issuing bank, with secondary branding for the merchant, all of which creates a familiarity for the customer that he's working with trusted entities.

Fees, Costs, Etc.: Fees are based on transactions. There's no set-up fee for merchants. The discount rate is negotiated between iPIN and the merchant. There's no charge to the customer.

Overall: This is a winning system if the network of merchants becomes large enough that shoppers are motivated to set up iPIN accounts.

Pros: Safer than using a credit card for customers since they don't have to be hassled or slowed-down by entering all their personal payment information and nothing that can be used against them later resides on the merchant's server. Better charge back process for merchants because customers are forced to go through customer service before disputing charges. Better than a traditional "client-side wallet" because roaming is facilitated, and customers can have the "wallet" in the form of an encrypted cookie on more than one machine.

Cons: Relies on many customers taking action to establish an account.

(June 6, 2000) Alexis D. Gutzman is an e-Business Technology Author and Consultant and author of The HTML 4 Bible, FrontPage 2000 Answers!, and ColdFusion 4 for Dummies. She can be reached at agutzman@internet.com

The following is downloaded from:

http://www.geomarkets.com/Geoventures/geoventures_newsletter_102500.asp#Insiderview

Payment Platforms for e-Business

An interview with Bruno Perreault of iPIN: As the search for a viable payment platform that offers consumers a safe and secure method of payment options continues, iPIN, featured briefly in a previous issue of Geoventures, has just announced a partnership agreement to provide its innovative technology to France Telecom. In this week's interview with Bruno Perrault, iPIN's VP of Marketing, he describes how the critical challenge for this start-up is "to get the word out".

A previous issue of Insider View (Alternatives to Credit Cards, May 2, 2000 Vol.1 No.17) discussed initiatives being taken by some major telecommunications companies in Japan and Germany to



provide their internet customers with payment options other than credit cards. The article also briefly introduced a Silicon Valley-based start-up, iPIN (<http://www.ipin.com>), which has developed a global internet payment technology which it is now marketing to financial institutions, telecommunication providers, portals, and merchants.

Bruno Perreault, iPIN's VP of Marketing, has a very strong background in plastic: He spent a few years at Visa, as the Senior VP heading a new business unit responsible for developing and introducing new products in the business-to-business market. He also spent nine years at American Express, of which three were spent in Europe developing business-to-business payment services at a pan European level.

In his view, iPIN is not so much an alternative to credit cards as a compliment to them. As he describes it, "iPIN is a payment system that is complementary to existing payment methods such as credit cards. It is neutral towards the type of consumer payment service, and its unique feature is that it is enabled for the internet without having to rely on existing legacy systems. Credit cards were designed for the physical world. The iPIN system is more flexible and involves fewer layers in the transaction chain. While a credit card works in the same way everywhere, the iPIN system is customized to the needs of our partners."

The iPIN technology, which leverages existing billing relationships, supports a variety of payment methods: direct debits to a bank account or a stored value account, or charges to an ISP, telephone, mobile phone, or credit card statement. This feature is particularly important outside the U.S. where internet payment preferences do not automatically lean towards credit cards. In Germany for instance, which is widely touted as being the largest potential eBusiness market within Europe, credit card use is not popular. While credit card penetration is not low, consumers still prefer to use other methods such as wire transfers, debit cards, invoices or cash.

The process of setting up an iPIN account is simple: customers can set up iPIN accounts with their banks (which are tied either to checking accounts or to credit cards) or with their ISPs, telephone companies, or wireless service providers, (in which case the account is tied to the monthly bill of these providers). To establish an account, all that a customer needs to provide is their e-mail address, a password, a secret question and answer. The user is assigned an iPIN password, which is used for each purchase whether accessed through a computer or a wireless device, and billed through the participating ISP, telecommunications carrier, or bank. To pay for purchases at online merchants, a consumer simply types in their iPIN number.

The technology behind the iPIN idea of bringing a safe and flexible payment system to the internet was born in 1997 in France, though the company which now has around 75 employees has since chosen to locate its headquarters in Belmont, California. France is still probably the country that iPIN has so far met with the most success in penetrating: this October it announced a new partnership agreement to provide its technology to France Telecom. The 1.3 million active customers of France Telecom's Wanadoo internet service and Itineris wireless service will be among the first to use the iPIN platform.

In May 2000, iPIN secured over \$23 million in funding led by Wells Fargo, the success of the round, indicating a high degree of confidence in iPIN's business model which hinges on three delivery options for the technology: as a hosted service, a software license, and on a turnkey basis for companies such as portals which are interested in providing person to person payment solutions to their clients. Other investors in the round included Switzerland-based Invision AG, a European venture firm, as well as iPIN's original venture investors Accel Partners and Sutter Hill Ventures.

While the iPIN technology was designed with the global market in mind (it is multilingual and can currently support 28 currencies), Perreault describes how the company's market penetration strategy for achieving a critical mass of consumers will vary by country. "We view each market as a different set of opportunities. In Europe and Asia," he says, "partnerships with telecommunications companies, such as the one with France Telecom for example, are critical. In Israel we have a partnership with the leading ISP Internet Gold. In the US, however, there are so many ISPs that it will be difficult to achieve market penetration just with ISPs." For the U.S., iPIN is pinning its hopes of success on



strategic relationships with banks such as the one it currently has with its investor Wells Fargo) and other financial institutions.

As Perrault sees it, the Asia Pacific region, in particular is very ready for a simple payment solution. The area has rapidly growing internet penetration, with increasing access through mobile phones. While interest in buying online is high, credit card penetration and usage is low in many countries, and there is some reluctance to make credit card-based purchases online, coupled with negative cultural attitudes towards debt.

Perrault describes how, having designed the system to be extremely user-friendly and simple, what iPIN discovered largely to its surprise is that the very simplicity and security of the system lent itself very well to functioning as a payment method in a mobile commerce environment. While most cell phone users do not yet engage in heavy duty shopping there are plenty of simple transactions that are conducted on a daily basis that can be facilitated with the use of technology such as iPIN's.

Perrault enumerates some of these transactions: people buy information (e.g. financial updates or stock quotes), messaging capabilities, business people often need to pay a fee, for example to change an existing reservation or make a new one. In Japan, teenagers pay to buy music with their cell phones, but it is also fashionable to buy "ring tones", to keep changing the way the phone rings from time to time.

The strict regulations relating to the privacy of consumer information in Europe are also actually proving to be something of a boon for companies such as iPIN. With its double blind system, personal consumer information is protected in many ways. When a user makes a purchase, iPIN authenticates the user, checks the account, and returns an authorization number, which is stored in the merchant's database, as opposed to any personal account information. iPIN itself does also not store details about the consumer. The system was designed to ensure compliance with the toughest privacy regulations, a feature which will surely prove to be a competitive advantage when the service rolls out in countries such as Germany, in which iPIN has a Hamburg office, and which has some of Europe's strictest privacy regulations.

iPIN's focus for the last six to nine months has been on developing its partner network and signing on some blue chip companies to function as its spokespeople. As it looks towards the future, it will be refining its strategy to focus more on its technology. In the meanwhile the biggest challenge for the company, as a small start-up is as Perrault emphasizes, "to get the word out." Signing up individual merchants is not that critical, since major telecommunications companies for example, already have their own network of merchant partners. What is important says Perrault, is that we have to identify the market for each of our potential partners, be it a bank or a telecommunications company, since they will be responsible for getting their customers to buy into the system.

In the meanwhile, Perrault remains confident about the advantages that the iPIN technology has to offer. When asked about the competition, he replies, "Inertia is our biggest competitor."

The following is downloaded from: <http://www.ipin.com>:

Belmont, Calif. - April 30, 2001 - iPIN, the ePayment technology leader, announced today the launch of its Stored Value Module for MCommerce. The enhanced stored value feature will enable mobile operators worldwide to offer their subscribers prepaid accounts to purchase goods anytime, anywhere within the wireless merchant community. The iPIN Stored Value Module integrates seamlessly with operators while allowing their billing systems to remain untouched. Utilizing this new payment option, operators can now deliver a cost efficient payment platform with a faster time to market.

The user-friendly prepaid option allows mobile subscribers to load their stored value accounts using credit cards, debit cards, cash or electronic checks. Purchases are then debited from these accounts in real time. Should users have insufficient funds, they will be prompted to reload their accounts at the point of sale in order to complete the transaction. The subscribers' stored value accounts can be accessed via any Internet enabled device.

The iPIN Stored Value Module for MCommerce allows operators to bill and monetize the delivery of value added services such as content or event charging, or location-based information. Operators



benefit from additional M-Commerce revenue streams by earning a transaction fee each time a subscriber buys using their mobile phone or other wireless device. Also, through offering the consumer additional value added services, operators have an opportunity to enhance customer loyalty.

"While it's clear that European and Asian markets have long incorporated prepaid payment solutions into their mainstream offering, we're seeing that the prepaid concept is growing in the U.S., especially with carriers seeking to capture new market segments like teenagers. The iPIN Stored Value Module for M-Commerce is a profitable way for operators to maintain growth rates and customer acquisition, and participate in M-Commerce, which until now, has been challenging to enter," said Alexandre Gonthier, Chief Technology Officer for iPIN.

iPIN will soon be launching customized stored value solutions with France Telecom's mobile property, known as Orange, and British Telecom's Openworld division. The Stored Value Module becomes yet another payment method in iPIN's eWallet. Subscribers are presented with the iPIN stored value account at the point of purchase along with any other account a subscriber has access to such as a debit card, credit card or a monthly bill.

Technical Details for Financial Institutions, Telecommunication Companies, and Other Partners:

The iPIN Payment Gateway™ works seamlessly with your existing billing or banking environment. It is: able to leverage virtually any existing billing or banking relationship; straightforward to install; self contained; simple to use.

To make using iPIN as easy as possible, iPIN provides customer support for all issues related to the iPIN service. iPIN authenticates your customers at the point of purchase and then takes care of processing and clearing their transactions. To ensure an efficient source of revenue, iPIN manages all foreign currency exchange. Your customers will be able to have their purchases from anywhere in the world automatically converted into their home currency. iPIN performs language localization to ensure your customers have clear communication and a smooth end-user experience. iPIN assists you to be compliant with tax regulations.

How straightforward is iPIN to install?

The iPIN Payment Gateway™ has been designed to function on all major platforms and web servers. It will be seamlessly integrated with your back-end systems and ready for live transactions. Systems integration with your current customer account management and billing systems consists of implementing a set of basic functions.

What does the iPIN Payment Gateway™ do?

The iPIN Payment Gateway™ performs real-time transaction management and payment exception processing as well as registration and account management processing. The iPIN Payment Gateway™ allows you to register end users with the iPIN service and applies the iPIN charges to the users' accounts.

What is the process for installing and testing iPIN Payment Gateway™?

iPIN handles the iPIN Payment Gateway™ integrations through the iPIN Professional Service's team and our iPIN Integration Partners, such as Cap Gemini. Once the iPIN Payment Gateway™ software is installed, you have the opportunity to test your solution against the iPIN's Staging Commerce Router. Here is where you perform quality assurance before launching into the iPIN's Production Commerce Router where actual money is transacted.

What are the technical requirements?

The iPIN Payment Gateway™ software is certified to run under the following technical configurations:
Operating System



Java 1.2 Compatible Platforms (JRE 1.2)
Environment
Servlet Server (e.g., JRUN, Tomcat, etc.)
Web Server
Apache 1.3.6+ /mod_ssl, Raven Apache
Stronghold (Apache 1.3.6)
Netscape Enterprise 3.6
iPlanet 4.x
Internet Information Server 4.0 & 5.0.
For more information on becoming an iPIN partner, please e-mail:
ipinissuer-info@ipin.com.

11.3.4 Downloads from <http://www.newgenpay.com>

Date: 30/06/01

Newgenpay Micropayments System Overview

Newgenpay Micropayments is a set of payment transfer protocols for Buyers, Sellers, and different billing systems that enable the buying and selling of low cost information and services over the Internet.

It is becoming increasingly important to establish secure and convenient means for payment transfer over the Internet. At present, most existing payment mechanisms, such as SSL or SET, support credit card-based payments. For every credit card transaction, the buyer is charged a transaction fee, typically a minimum of 20 cents. This surcharge makes the transfer of payments that are under, or slightly above, one dollar very impractical. Furthermore, the authorization process involves substantial delay due to the communication with the issuing bank, through the credit card network. These factors present significant problems when charging small amounts (cents) for information, services, and so forth.

Many Internet services would benefit if Clients could easily and securely pay small amounts—micropayments—over the Internet. Clients could pay for items such as information, newspaper articles, jokes, software upgrades, stock quotes, and so forth.

This would open an entirely new low cost market of information and information services.

Newgenpay introduces a new payment technology, which will enable multiple new payment instruments and improve implementations of existing instruments.

This payment technology has the following attributes:

Public key cryptographic protocols that establish a 'payments web', allowing highly secure, low-cost payment system composed of a large number of independent billing service providers, some of who may belong to any number of brands. Buyers may purchase from any merchant unless restricted by a business decision.

Trust is limited to the potentially small number of billing service providers with whom a particular entity (Buyer, Seller or Billing Service Provider) has direct account and contract relationships.

Risk management is automated, with complete control of the maximal risk (in monetary amount) due to each direct relationship. The high security and automation of risk management and dispute resolution, as well as the openness of the system, result in impressive cost reductions for any size of transaction, and even allow very low-value transactions (micropayments).

The Newgenpay Micropayments system utilizes the payment technology to provide Clients, Merchants and Billing Servers with low costs, negligible delays, a natural user interface, scaleable design, support for multiple currencies, commissions and high security—including non-repudiation, overspending prevention, and privacy.



Much of the research that led to this system was done in the IBM Research Lab.

There are three software programs in the system: Wallet software, Merchant software, and Billing Server software. The system involves three parties: a Buyer, who purchases by clicking on a Newgenpay Micropayments link; a Seller, who uses the Merchant software; and a micropayments provider, who uses the Billing Server software to manage the accounts and transactions.

A unique feature of Newgenpay Micropayments is its ability to support interoperability among Buyers and Sellers connected to many independent Billing Servers, allowing for universal acceptability of Newgenpay Micropayments accounts.

The latest release (version 1.3) includes an extensive set of APIs that enables customisation of the Wallet interface and integration of Newgenpay Micropayments into software applications beyond web browsers. This opens the door for pay-per-use software, such as telephone or fax services.

The Newgenpay Micropayments solution offers:

- General payment mechanism, initially for small values.

- Public key cryptography and especially of digital signature.

- Simple complete solution.

- No dependence on credit card.

- Small download (about 200 KB) of Buyer software – easy install (optional for those working in a Windows environment).

- One easy 'per-fee-click' user interface when using Wallet software.

- Buyers can see the cost of items on the user interface.

 - Complete support for multiple currencies.

 - Negligible delay and overhead.

 - Global interoperability between providers (future version).

 - Standard compliant and open APIs enable partnering with OEM and

- ISVs (Independent Software Vendors).

 - Focus on generating critical mass of Merchants and Buyers.

Interoperability

For any new payment mechanism to succeed, it must overcome two large obstacles: reaching a critical mass of Buyers and being available at most eBusiness sites where consumers may want to use it. Newgenpay Micropayments is specifically designed to address these issues by supporting easy interoperability among all providers.

Newgenpay Micropayments is unique among micropayment technologies, due to its scalability and interoperability, which allows many Billing Servers (e.g. banks, ISPs, telephone companies, etc.) to work together. It is this aspect that ultimately enabled credit cards to benefit from widespread use and become part of our everyday lifestyle.

The Newgenpay Micropayments business model allows each party involved to determine their own billing system and how much they trust this billing system.

Each party is exposed to risk only from someone with whom they already have a direct business relationship. For example, a Buyer deals only with his own Billing Server, whereas each Merchant deals only with his own Billing Server. These two Billing Servers can then interact directly or through a third Billing Server that is trusted by both parties — whether directly or through other indirect business relationships. Furthermore, each Billing Server can set separate credit limits for each Buyer. Buyers in turn, can limit how much money they want to put into their Wallet or asked to be notified when their purchases go beyond a certain threshold. Basically, each party manages its own risk.

Multiple Currencies

Newgenpay Micropayments is also the only micropayments mechanism to offer true support for multiple currency transactions, without forcing users to work with specific currencies.



It is assumed that each relationship between the Billing Server and Client/Merchant is associated with one native currency. The system works according to buy rates that the Billing Server uses to buy currency from the Client and sell rates at which the Billing Server sells currency to the clients. Say, for example, a Merchant in Japan, whose local currency is Yen, has a Buyer in the United States, and the Buyer buys 10 dollars worth of merchandise from the Merchant. The Merchant can deposit the 10 dollars with his Billing Server, and the Billing Server will buy the dollars from him at the buy rate set for this Merchant.

Open Standard for Micropayments

NewPayGen's intention is to make its technology an open standard. The World Wide Web Consortium (W3C) working group on Micropayments Mark-up, is now in the final stages of defining specifications for writing per-fee-links in HTML. The working group adopted the Newgenpay Micropayments interface as part of its newly emerging standards.

Newgenpay Micropayments System Version 1.3 is the first micropayment application to implement the draft recommendations issued by the working group. The W3C consortium has established a standard for the mark-up format and we are fully compliant with this standard. The standard covers the method used to embed payment information in web pages.

A working draft of the common mark-up for micropayment per fee links can be found at <http://www.w3.org/TR/WD-Micropayment-Markup/>.

We also propose to publish our payment protocols for the eBusiness community and to push towards a standard based on these protocols.

What are the differences between Newgenpay Micropayments and other technologies?

The main advantage of Newgenpay Micropayments over other technologies is that we are offering the e-Business community a universal payment system, which can be used by Buyers and Merchants everywhere. The system is not intended for control by a single party, rather we offer a standard technology that lets users buy from any Merchant with Per Fee Links and pay at any Billing Server. The technology will not require that users be dependent on a single party (even Newgenpay). We are proposing an open standard for a micropayments mark-up language and protocol.

The Newgenpay Micropayments system is built such that different Billing Servers can communicate with each other and vouch for their clients (similar to the methods used by banks). This unique feature provides our system with scalability that is not available in any other micropayment system. If a Merchant has an account at one Billing Server, a Buyer does not have to have an account at the same Billing Server to purchase items from the Merchant's site.

Unlike other systems, our main goal is to promote the technology. We hope this open standard will give us the opportunity to establish a critical mass of users that is necessary for a universal payment system to take off.

NewGenPay is positioned to be the leading global interoperable payment system for the New Economy. Our payment engine uses advanced cryptography and Internet protocols to secure payments and automate risk management.

Our payment technology offers lower operational costs and higher security, enabling Payment Service Providers (banks, telcos, ISPs, others) to increase revenues at negligible overhead costs and delay. Our secure payment protocols enable global interoperability among all payment providers, building a Payment Web. The Payment Web allows a consumer of any Payment Service Provider (PSP) to buy from a merchant of any other PSP. Our strong support for currency conversion and multi-lingual interfaces further facilitates the creation of a global network of PSPs.



For technology partners, our highly flexible payment engine allows you to easily adapt it as modules for different payment solutions. Our system is open and extendible, allowing its use for micropayments, mobile payments, person-to-person payments, international money transfer, digital cash and high-value payments such as EFT and B2B.

NewGenPay develops and markets core payments software technology. Although originally focused on micropayments, it is suitable for both small amounts (lower than one dollar) and large. The technology was originally developed under the auspices of IBM Micropayments. The R&D team from IBM Micropayments formed NewGenPay, with IBM retaining both a shareholder's interest and a business cooperative interest in the company.

Technology

NewGenPay develops software technology that provides users with a secure, flexible, convenient and low-overhead payment system. NewGenPay's technology enables a new generation of payment systems appropriate for the global Internet-enabled economy; we provide m-Commerce and e-Business payment solutions. The technology can be implemented in a variety of payment instruments such as a micropayment system (charging cents 'per click' or for buying with a mobile device). The core system can be used with technology solution providers to allow other payment mechanisms, or instruments, such as mobile payments, person-to-person payments, and strongly anonymous ('digital cash') payments. The technology offers interoperability on a global basis, with strong support for currency conversion and multi-lingual interfaces.

Payment WEB

Our technology can bring into play multiple payment service providers—a payment web. NewGenPay combines cryptography and Internet protocol techniques to create an efficient and secure web of Payment Service Providers (PSP). NewGenPay's technology allows buyers of each PSP to buy from sellers of other PSPs in the payments web, without requiring direct relationships between every two PSPs (compared to existing payment mechanisms which typically require all parties to work with a single centralized authority). The payment web enjoys the efficiencies and quick adoption of the original Internet and Web model.

Technology Partners

NewGenPay is focused on creating core technology with open, well-documented interfaces that enable technology partners to provide services and solutions based on our technology. This includes integrating our client software into online or client side games, music or video players, gambling software, and other applications and solutions. More information on our interfaces is available in our library section.

The NewGenPay Payments Web will pool together the customers (buyers and sellers) of multiple PSPs, each offering its unique strength, and some offering different payment instruments. The PSPs in the NewGenPay payments web will enjoy a higher transaction rate and therefore higher income, and will face an easier task of signing up merchants and buyers. Interoperability is possible on a global basis, with strong support for currency conversion and multi-lingual interfaces.

Furthermore, PSPs joining the NewGenPay Payments Web will find it possible to deploy solutions from multiple providers. NewGenPay is focused on creating core technology with open, well documented interfaces. We are looking forward to working closely with many technology partners, providing services and solutions based on our technology. For example, it is easy to integrate our client software into online or client side games, music or video players, gambling software, and other



applications and solutions. More information on our interfaces is available in our library section (and we will be glad to provide more help and information if needed).

While NewGenPay's technology can be applied to multiple payment instruments, our initial focus is on enabling low-value payments, i.e. micropayments - on the Web and using mobile devices. Our focus on micropayments is based on the belief that there is a large need for a payment mechanism appropriate for small amounts, and there are substantial technical challenges in making a successful offering. (We expect other technology vendors to offer solutions using our system for other segments of the market, e.g. larger value person to person payments.) NewGenPay MicroPayment system offers exceptional low overhead and negligible delay, allowing very low transaction amounts (fees are determined independently by each PSP; a typical fee structure may involve a minimal fee of one or few cents, plus a few percentage points of the charge).

Some of the cost-saving mechanisms in NewGenPay technology are:

Reduced legal, auditing, and administrative costs

High security reduces or avoids dispute and problem resolution costs, and minimizes storage requirements

Optimised protocols and efficient implementation reduce hardware requirements

Open interfaces allow use of any web server and database, potentially beginning with low cost or free versions

Available on low-cost NT and Linux platforms

Supports both credit and debit (prepaid) models

In addition to low overhead, NewGenPay Micropayment's solution features negligible delay and a real, secure 'click and pay' user interface. Our solution can be used with a server wallet or a client wallet (see details in the library of why a client wallet is preferred in most scenarios). We feature a high quality client and tiny (180 KB) client wallet.

11.3.5 Downloads from <http://www.paypal.com>.

Date: 27/06/01

PayPal overview

(Parent company: X.com)

Send Money allows you to pay anyone with an email address -- even if they don't have a PayPal account.

Common Uses for Send Money:

Buy an auction item

Settle restaurant checks with friends

Pay a portion of rent to roommates

Send money to your children at college

Just enter the recipient's email address and the amount you wish to send. You can pay with a credit card or checking account.

The recipient gets an email that says "You've Got Cash!" Recipients can then collect their money by clicking a link in the email that takes them to www.paypal.com.

Request Money offers you an organized method to request and track funds.

Common Uses for Request Money:

Receive secure, instant payments for auctions

Request money from your parents

Organize a charity fund

Collect payments from co-workers for office pools

Sign up today for your free Personal Account!



To send an auction invoice or a personal bill, just enter the recipient's email address and the amount you wish to request. The recipient gets an email and pays you at www.paypal.com.

About PayPal Payments

It's Free - Always free for consumers. Lowest rates online for businesses.

It's Instant - No waiting for checks to clear! Sellers can ship immediately, and buyers get their items faster.

It's Private-Payment recipients never see your credit card or checking account numbers. That makes PayPal great for online auction purchases and shopping online. See our privacy and security policies for more information.

It's Convenient - Send Money to anyone with an email address.

It's Easy - Just enter the recipient's email address and the dollar amount. You can pay or request money to individuals and groups by email.

It's Secure - PayPal's strong encryption is safer than checks, which can be forged, altered, counterfeited, or lost.

PayPal makes e-Business fast, simple, and secure. You can sell with PayPal through an online auction, on your own website, or as part of an online marketplace.

PayPal is already trusted on over 3 million eBay auctions and on thousands of websites. Over 1,000,000 auction sellers, merchants, and web entrepreneurs have signed up.

Fees:

Personal Account	Premier and Business Accounts		
For signing up	FREE	FREE	FREE
For sending money	FREE	FREE	FREE
For requesting money	FREE	FREE	FREE
For receiving payments	FREE*	2.2% + 30¢	
For adding funds to or withdrawing funds from your account	FREE	FREE	

*Personal Accounts may receive up to \$100 per month in credit card payments at no charge.

Fees are charged for receiving payments only.

There are no fees to send money.

Fees are the same for receiving international payments.

* Personal accounts are limited to receiving \$100 in credit card payments per month.

** Non-instant payments (made via eCheck) all have a maximum fee of \$5. Instant payments (made with credit cards, PayPal balance, or instant transfer from a bank account) have no maximum fee for payments over \$15.

Compare PayPal with others

Account Type	Transaction Amount	
Under \$15	\$15 or more	
PayPal Premier Account*	30¢	2.2% + 30¢
Billpoint Standard Account*	35¢	3% + 35¢
Billpoint Merchant Account*	35¢	2.25% + 35¢
Average Merchant Account	starts at 2.2% + 30¢ + set-up and monthly fees	
CC Now	9%	9%



* Instant payment transaction fee. Billpoint figure includes mandatory 0.5% withdrawal charge. (PayPal does not charge for electronic funds transfers and debit card purchases; optional automatic daily sweeps are 0.35%.)

Data Security and Encryption

The security of your information, transactions, and money is the core of our business and our top priority at PayPal.

PayPal automatically encrypts your confidential information in transit from your computer to ours using the Secure Sockets Layer protocol (SSL) with an encryption key length of 128-bits (the highest level commercially available). Before you even register or login to our site, our server checks that you're using an approved browser - one that uses SSL 3.0 or higher.

Once your information reaches us, it resides on a server that is heavily guarded both physically and electronically. Our servers sit behind an electronic firewall and are not directly connected to the Internet, so your private information is available only to authorized computers.

Verification

A Verified member maintains a confirmed bank account on our site. Because International members cannot use our verification system, no International member will have a Verified status.

Why does PayPal ask its members to become Verified?

Because financial institutions are required by law to screen account holders, PayPal's verification process increases security when you pay parties you do not know. Please note that PayPal's verification system does not constitute an endorsement of a member, nor a guarantee of a member's business practices. You should always consider other indicators when evaluating members, including length of PayPal membership and reputation scores (on eBay or other auction sites, if applicable).

Do I have to become Verified?

Once you have sent \$1000 with your PayPal account, you must become Verified to continue sending money with our service. International accounts are subject to different limits.

How does verification benefit me?

Verification gives you some more information about the people with whom you transact through PayPal, so you may make more informed decisions. Please remember that verification is currently available only to our U.S. members, and a status of International simply means that we are unable to ascertain more about the member at this time.

How do I take advantage of PayPal's verification process?

There are several ways to take advantage of PayPal's verification process and decrease your fraud risks:

When you receive a payment:

Login to your account and go to the "History" sub tab of the "My Account" tab. Find the payment in question and choose the status link (e.g. "Pending") in the Status column. This will take you to a payment details page. Next to the sender's name, you will find their verification status (Verified, Unverified, or International).

When you send a payment:

As you are sending a payment, on the "Send Money - check the details of your payment" page, a reputation link is provided where you may view the recipient's status (Verified, Unverified, International).

Note: PayPal's verification system does not constitute an endorsement of a member, nor a guarantee of a member's business practices. You should always consider other indicators when evaluating members, including length of PayPal membership and reputation scores (on eBay or other auction sites, if applicable).

Seller Protection Policy

PayPal wants to protect our sellers against charge backs due to fraud.



Although the vast majority of payments occur without problems, there is always the risk that you are dealing with a fraudulent buyer. There is a risk, for instance, that your buyer may be paying you with a stolen credit card.

Who takes on this risk? Most payment companies simply pass on 100% of the transaction liability to the seller. PayPal is different. We give sellers the opportunity to protect themselves from liability.

We can do this because we know that if you follow certain guidelines you dramatically reduce the risk that you are dealing with a fraudulent buyer. They are:

Be a Verified Premier or Verified Business Account (U.S.)

Verification is a positive signal to your buyer and to the PayPal community. By using the Verification System, PayPal reduces the risk that a Seller is not legitimate. Dishonest Sellers damage both the PayPal community and the online community in general.

Ship to the buyer's Confirmed Address

PayPal prompts buyers to provide sellers with a Confirmed Address when making a purchase. The Confirmed Address is checked against the credit card billing address maintained by the buyer's credit card company. Shipping to this address minimizes the risk of being paid by a fraudulent buyer.

Retain reasonable proof-of-shipment that can be tracked online

Always keep proof that you did indeed honour the payment and made the shipment to the Confirmed Address. Most U.S. carrier companies offer this service, including the U.S. Postal Service. You will be required to provide a copy of this shipment record in cases of disputes. The tracking documentation must show that you shipped to the Confirmed Address.

Ship tangible goods

Since comparable widely-accepted proof-of-shipment methods are not currently available for intangible goods and services, we are currently unable to offer Seller Protection for digital goods and other electronically-delivered items.

Only accept single payments from single PayPal accounts

Payments by a buyer from multiple accounts for a single item are a fraud indicator. Under no circumstances should you accept these payments. Acceptance of these payments will result in loss of protection under this Policy and possible termination of your account.

Ship to domestic (U.S.) buyers at U.S. addresses

We do not currently extend Seller Protection for international payments and shipments.

The Seller Protection Policy was developed for those sellers who want to limit their risk. We give sellers the opportunity to be protected from charge backs if they follow the guidelines. Sellers who decide not to follow them make the decision to take on risk and will be held liable for any charge backs.

VII. PayPal/MasterCard™ Debit Card Terms of Use

Eligibility. The PayPal/MasterCard ATM/Debit Card (the "Debit Card" or the "Card") is offered to a limited set of PayPal users, based on system requirements and capacity. Many of our users will not be offered a debit card immediately. Users that are offered a debit card will need to complete the following application requirements, if they have not already done so:

Have been a PayPal member for at least 60 days

Are residents of the U.S.

Have registered a credit card where the monthly statement is sent to a physical street address (not a P.O. Box). PayPal will only mail the Debit Card to this address; periodic statements and transaction information will be available on the PayPal Web site and not by mail.

Have linked a bank account to their PayPal account and verified control of the bank account

Have opened or upgraded to a Premier or Business account

Upon review by our Account Review department are deemed as being in good standing within the PayPal community

Users who are issued a debit card without requesting a debit card are under no obligation to activate or use the card.



PayPal intends to make debit cards available to international accounts in the future. If you are an International account holder and would like to be notified early of our international debit card rollout, please email cardrequest@paypal.com.

Obtaining and activating your ATM/Debit Card.

a) PayPal retains the sole discretion to accept or reject any application for a Debit Card. If your application is accepted, it will take between 34 weeks to process your request and mail the Debit Card to your address. For security reasons, we will only send the card to your Primary credit card billing address.

b) Once you receive your card in the mail, you can activate your card by logging into www.paypal.com and following the instructions at the "Activate Debit Card" link on the Account Overview page, including selection of a Personal Identification Number (PIN).

Debit Card Transactions.

Using your card at an ATM. You may use your Debit Card at any ATMs which are a part of the MasterCard/Maestro/Cirrus ATM network. ATM withdrawals are available up to the daily authorization limits disclosed in Section 5 below, provided the available balance in your PayPal Account (including your Money Market Reserve Fund) is greater than or equal to the amount requested. You may use your Debit Card at such an ATM to perform the following types of transactions:

Withdraw cash from your PayPal Account

Find out your PayPal Account balances

Note: A specific ATM terminal may not perform or permit all the above transactions, and transactions may be subject to a surcharge assessed by the terminal owner. Each Debit Card may only be linked to a single PayPal account.

b) Using your card to pay for purchases. You may use your Card to purchase goods and services from merchants that accept MasterCard, up to the available balance in your PayPal Account, and subject to the transaction limits specified in Section 5 below. Purchases made with your Card will be charged against your PayPal Account balance.

Fees and Rebates

a) Using your card at an ATM. PayPal charges a \$1.00 ATM fee when you make a cash withdrawal. In addition, ATM transactions may be subject to a surcharge assessed by the terminal owner. PayPal has no control over these surcharge fees. For a limited time, the PayPal \$1.00 fee will be rebated, up to a maximum of \$3.00 per month, when you use your Card to make at least \$100 in purchases in a calendar month. The rebate for any given month will be paid out by the 5th of the following month, provided the given month's purchases total greater than \$100. This rebate will no longer be available in after June 29, 2001.

c) Using your card to pay for purchases. There is no fee to use your card to make purchases at merchants that accept MasterCard. In addition, if you join our PayPal Preferred Rewards Program, you will earn 1.5% cash back on qualifying debit card purchases. See section c) below for details.

d) PayPal Preferred Rewards

i. The PayPal Preferred Rewards program provides 1.5% cash back for all PayPal MasterCard Debit Card purchases that do not require a PIN. Many merchants that do require a PIN (e.g. at gas stations or grocery stores) offer you the option of choosing 'Credit' or 'ATM/Debit' when making a transaction. To qualify for the 1.5% cash back, you must choose 'Credit'. Even though you choose 'Credit,' the transaction will be processed as a debit to your PayPal balance, not as a loan of any kind.

ii. Eligibility. To be eligible for PayPal Preferred Rewards, you must complete the following requirements:

Obtain and activate a PayPal MasterCard Debit Card.

Confirm your auction information in your PayPal profile.

List PayPal as the only online payment option which you will accept in all of your eBay auction listings.

iii. PayPal reserves the right to change the PayPal Preferred Rewards program at any time. PayPal will announce any changes to the program 2 weeks in advance.



Other Terms and Conditions

Limitations On The Number And Dollar Amount Of Card Transactions. Your Card transactions will be subject to daily limits of \$300 for ATM cash withdrawals / \$1000 for purchases. If you reach your daily limit, for fraud prevention purposes, you may not be able to complete additional transactions on the following day. This restriction should be lifted within a day.

Benefits of a PayPal/MasterCard Premier BusinessCard. Both Premier and Business Accounts will be eligible for a PayPal / MasterCard Premier BusinessCard. This card has additional features and benefits that are entirely free to the cardholder and are not available on standard consumer cards. Please see the MasterCard Guide to Benefits (.pdf, 494 KB). If you are not a business and do not want a PayPal / MasterCard Premier BusinessCard, please email cardsupport@paypal.com and put "Consumer Card Request" in the subject line. One of our Debit Card Support Representatives will process your request and mail the card to you.

Expiration. Unless otherwise stated on your Card and in your Card activation materials, the Card will expire 2 years from the month it was issued.

Foreign Transactions. If you use your Card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount by the MasterCard network. In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. You acknowledge that PayPal does not determine the currency conversion rate that is used, and we do not receive any portion of the currency conversion rate.

11.3.6 Downloads from: <http://www.qpass.com>

Date: 18/06/01

At-A-Glance Features Table:

Qpass Content Delivery

Revenue options: Pay-per-click URLs, site subscriptions, limited time site access, pay-per-use downloads.

User account: Required, shared across multiple sites.

User payment options: Credit card, billed monthly.

Currency: Any.

Configuration: Vendor creates account, integrating special HTML into existing site.

Availability: United States and Europe (United Kingdom, Germany, France, and Spain)

Service fees: Set-up costs \$20,000 to \$50,000. Monthly maintenance starting at \$1,000 plus transaction fees.

Special features: Comprehensive Web-based info centre for users, with payment records and lists of content purchased.

ABOUT QPASS

Qpass provides a commerce service infrastructure for companies engaged in offering secure and reliable fee-based transactions.

Qpass offers a comprehensive suite of products for three markets: digital content and service providers, mobile carriers, and cable and satellite operators.

They have established an impressive range of partnerships. From the vast digital image library and screen savers of Corbis, to the purchase of single archive articles, daily editions or complete monthly and annual subscriptions to magazines and newspapers, including Factiva, a Dow Jones and Reuters



Company, Morningstar.com, the Wall Street Journal Interactive Edition, and The New York Times on the Web, Forbes.com and other publishers.

Qpass is more than a transaction platform, however, part of the (non-optional) services they provide is strategic consulting to help your site generate revenue from the first day. Given how many online merchants are or have been flying by the seat of their pants, and the number of shakeouts predicted in the industry, it's probably a good thing for merchants and publishers that those who want to do business with Qpass will have some business discipline enforced on them.

What international markets does Qpass serve?

Qpass is fully operational in Europe, with language, tax, and currency support for the United Kingdom, Spain, Italy, France, and Germany and offices in Dublin, London, Madrid, Paris, and Frankfurt.

Leading European media companies, including Le Monde Interactif in France, The New Statesman in the UK, and NZZ Neue Zürcher Zeitung AG in Switzerland, use the Qpass commerce service. In addition, three of Spain's largest publishing groups, including Grupo Zeta, have selected Qpass as their commerce solution.

For more information, contact Qpass Europe: europe.info@qpass.com

How It Works

Publishers and merchants have two choices for utilizing the Qpass Digital Commerce Service. In the "gateway" model, Qpass handles the entire checkout process, including making the content available to the customer. The Qpass server acts as the client, requesting the secure content from the merchant's server, then delivering it to the customer's browser.

In the "redirect" model Qpass handles the checkout process, after which he returns an encrypted token to the merchant, which the merchant decrypts and proceeds to release the content to the customer.

Regardless of which model the merchant/publisher selects, it only has to modify the HTML underlying the "Buy Now" button or link on its site to use Qpass. There are no API libraries, no firewall changes, nothing any more technically sophisticated than link changes, so merchants/publishers running on any platform can use Qpass.

Due to the nature of customers and therefore end-users using Qpass, the charge back rate – customers who refute the entire Qpass line item charge on their credit card -- is less than .2%, which is astonishingly low for online digital content delivery (classified as "high risk" by the credit card networks). Qpass does not pass charge back costs on to the merchants.

Merchants and publishers are able to set variables so that the customer, for example, can have access to the purchased digital content for a set number of days without being charged again. Throughout the month Qpass aggregates the consumers charges across its network of content providers. At the end of the month, when a threshold of spending is reached, Qpass processes the credit card charge and remits payment back to each merchant.

Costs, Fees, Etc.

To get started with Qpass, a merchant/publisher must spend \$20,000-30,000 for the initial strategic planning phase. For this, the merchant buys the time of a team of three to four consultants for two to six weeks total.



Qpass works on a shared revenue model, with sliding scale fees.

For purchases up to \$12 the merchant/publisher pays: 35% from the \$5,000 per month minimum to \$12,000

30% for \$12,001 to \$21,000

25% for over \$21,000

For purchases over \$12, the merchant pays a \$3 transaction fee plus 5% of the purchase amount.

Overall

The Qpass system inspires trust. Anyone who has ever purchased an archived article from the New York Times can vouch for the fact that it's a smooth, seamless process. The impressive clientele of Qpass makes it the first choice of merchants and publishers who want to appeal to upscale, educated customers.

Pros: Easy implementation. Handles micro-payments. Impressive client list.

Eliminates the issue of true credit card charge-backs for the merchant/publisher. Smooth purchase process for the customer. The Qpass Digital Commerce Service supports many digital product models, anything from subscriptions to pay-per-view.

Cons: Hefty fee to get started (probably worth it for most merchants but still a bit daunting). Only accepts U.S. dollars at this time. Multi-currency support for the British pound sterling, the Euro, and all Euro pegged currencies will be available by October 2001.

http://ecommerce.internet.com/reviews/article/0,,3691_429321,00.html

What is Qpass' policy on user privacy?

Qpass exceeds industry standards on the management and maintenance of user information. We comply with national and international standards as well as certification by consumer advocacy groups (Council of Better Business Bureaus and TRUSTe).

How does Qpass authenticate my customers across multiple sites?

Qpass uses cookies on the PC as part of the access control process, in session management, to keep track of consent to End User Licensing Agreements, and to process referral IDs. On mobile devices, cookies are generally managed in the gateway on behalf of users. No payment information is stored in cookies.

What is Qpass' policy on data ownership and usage?

We provide you with comprehensive information about your customers and sales. Our intent is to enhance your customer relationships. We do not sell your customer data, nor do we use the data for marketing or promotional purposes.

Is Qpass secure?

Yes! All Qpass servers reside at world-class Internet data centres, under lock-down conditions with 24-hour monitoring by on-site security personnel. Qpass has earned the highest security marks from multiple third-party auditors including Ernst & Young, Dow Jones, and American Express.

How does Qpass prevent fraud?

Qpass takes a number of precautions to protect you and your customers from fraud.

Qpass accepts transactions only from those with registered Qpass accounts.

Qpass uses an address verification service to perform a real-time check of the user's zip code against the billing address of his/her credit card.

Qpass validates the credit card and limit, and blocks all expired cards.



All information passing through Qpass is encrypted, so the user's information is secure throughout the payment process.

How does the Qpass e-Wallet work?

The Qpass e-Wallet securely stores, manages, and at the subscriber's request transfers personal and payment information between mobile and cable subscribers and participating merchants.

Would my customers see my brand or Qpass' brand?

Your brand! Our intent is to enhance your customer relationships, so Qpass is designed to provide a commerce solution that can be customized to reflect your branding and user interface design. This branded user experience extends across multiple platforms to provide a consistent experience on mobile phones, iTV, and PCs.

How would my subscribers register for the Qpass e-Wallet?

Your subscribers can register for their e-Wallet accounts from their phones, iTVs, or PCs. They simply verify pre-populated account information and supply the necessary data to assure the security of their account, including a PIN and shared secret.

Registration can occur at any time (installation, point-of-purchase, promotion). Once registered, your subscriber has a single account, which can be utilized across multiple devices.

How would my subscribers purchase with the Qpass e-Wallet?

For content that will be downloaded to a device, or read while online, the subscriber simply clicks on the "Buy" link. Qpass will then ask the subscriber to authenticate him/herself by entering his/her PIN.

For goods or services that need to be shipped, or where the merchant will be clearing the credit card, Qpass will ask the subscriber to identify which method of payment he/she would like to use and where they would like to ship the goods.

In both cases, the subscriber confirms the purchase with the merchant.

What can my subscribers buy using the Qpass e-Wallet?

Your subscribers can purchase a wide range of content, goods, and services, using Qpass e-Wallet. On mobile devices, downloadable ringtones, consumer report information, and pre-paid minutes are just a few of the possibilities. On iTV, viewers can purchase enhanced TV offerings, on-demand video, and concert tickets.

What type of subscriber care does Qpass provide?

Qpass provides comprehensive care to enhance your subscriber relationships. We provide an online help centre, access to support via PC, mobile devices and iTV, and second-tier support (phone, email) for your customer service representatives.

What is Qpass' policy on subscriber privacy?

Qpass exceeds industry standards on the management and maintenance of end user information. We comply with national and international standards as well as certification by consumer advocacy groups (Council of Better Business Bureaus and TRUSTe).

What is Qpass' policy on data ownership and usage?

We provide you with comprehensive information about your customers and sales. Our intent is to enhance your customer relationships. We do not sell your customer data, nor do we use the data for marketing or promotional purposes.

What is Qpass' merchant strategy?

Our merchant strategy provides a broad stable of integrated partners, with a mix of regional, national, and international goods and services. It is flexible and can support multiple revenue models determined by the network operator and merchants - revenue share, usage-based, consumer



bounties, etc. The operator can select from a list of integrated merchants or add their identified merchants through Qpass' integration process. For more information, visit our Merchant Programs page.

Is Qpass secure?

Yes! All Qpass servers reside at world-class Internet data centres, under lock-down conditions with 24-hour monitoring by on-site security personnel. Qpass has earned the highest security marks from multiple third-party auditors including Ernst & Young, Dow Jones, and American Express.

How does Qpass prevent fraud?

Qpass takes a number of precautions to protect you and your customers from fraud.

Qpass accepts transactions only from those with registered Qpass accounts.

Qpass uses an address verification service to perform a real-time check of the user's zip code against the billing address of his/her credit card.

Qpass validates the credit card and limit, and blocks all expired cards.

All information passing through Qpass is encrypted, so the user's information is secure throughout the payment process.

(<http://www.qpass.com/faq.asp>)

11.3.7 Downloads from <http://www.reciprocal.com>

Date: 20/06/01

DIGITAL RIGHTS MANAGEMENT AND CONSUMER DEVICES

HARDWARE DEVICES WHITE PAPER

MARCH 5th 1999

The proliferation of new digital recording, storage and playback technology and devices has made the music and publishing industries increasingly vulnerable to piracy of copyrighted materials. The Reciprocal rights management solution enables the music and publishing industries and all digital property owners a turnkey solution to: (1) build new business models which take advantage of the Internet; (2) securely distribute their digital content library, and (3) access a globally scalable DRM service infrastructure.

Developing recording, storage and playback devices that work with the Reciprocal DRM solution presents a significant opportunity for both content providers and electronics manufacturers. This paper presents five ways that music labels and electronics manufacturers can benefit from interactions between robust rights management at the PC level and a variety of rights management possibilities at the device level.

These device types or classes represent a continuum of possible interactions between PC DRM software and hardware recording and playback devices. Each level offers increasing capabilities for control over the use and subsequent distribution of the protected digital property.

This paper outlines the possible interactions between the Reciprocal solution and potential hardware devices. Please note that all of the following methods of extracting content from a container occur only if the content packager assigns content access terms that permit extraction.

Given the power and flexibility of the personal computer, it is possible to build compelling interactive protected media environments on the PC. While there are certain users who consume music and publishing content on their computer, many others wish to listen to their music while running in the park or read their electronic book while sitting in their couch. In designing a portable, compelling and secure media experience, it is important to leverage the respective strengths of both the PC and the non-PC playback devices. A robust rights management system allows for super-distribution at the PC level and content-specific extracts to an end user device. The following diagram shows a possible example of a music experience.

A complex container can be super-distributed from end user to end user, and each end user can experience rich multimedia on a PC according to the rules set by the publisher. The publisher can



also choose to permit end users to extract data out of the PC environment and onto a consumer device. Notice how the above methodology can derive two separate business models for the same piece of content: one business model for the PC and one for the consumer device.

METHOD 1

“Pay-per-burn” using existing hardware devices

The simplest method of interaction with digital property would be downloaded to a PC in the secure container, and if the publisher wished, subsequently extracted from the container using client-side software tools. After extraction, the digital property could be played back on one of many popular devices such as a stereo CD player.

After this extraction, it is obviously possible to make subsequent copies of the digital property.

Advantages:

This “pay-per-burn” option can be implemented very quickly using existing hardware and software. It provides secure delivery of the digital property to the end user’s PC, and a single, first-use financial or information transaction. Because no new hardware devices are required, end user acceptance should be relatively high.

This methodology replicates the existing media experience using a digital distribution channel.

Disadvantages:

While this option offers maximum content portability, it sacrifices persistent protection of the digital property. After the original extract

transaction, no further financial control or tracking is possible. The digital property could then be accessed and copied to other PCs or playback devices for unauthorized, uncompensated distribution.

Moreover, it would be virtually impossible to identify the source of copies illegally made and distributed in this manner, as the digital property would contain no identifying information.

METHOD 2

Extract and Watermark

Should the packager choose, this method would again allow the intellectual property to be extracted from the secure container at the PC for use with existing hardware playback devices. For an additional degree of security, it would be possible to encode an end user watermark into the digital property as it is extracted from the secure container. Watermarking each copy of the digital property would enable the digital property’s owners and distributors to trace illegal copies to a single source in the event of broad piracy.

Advantages

This method offers content portability with a degree of traceability. Because illegal copies could be easily traced to a single source through the end user unique ID watermark, a measure of deterrence against large-scale copying, i.e., piracy for commercial purposes, would be incorporated in every copy. Once again, because no new or specialized hardware devices are required for playback, end users would be likely to use this option.

Disadvantages:

Again, there would be no persistent protection of the digital property once it is removed from the secure container. Also, because standard playback devices could be used, “casual” piracy, i.e., pass-along copies made for friends, would be difficult to prevent

because of the relatively low risk of detection for small-scale copying.

METHOD 3

Extract Directly to Device



This method presents a simple means of ensuring persistent protection with a relatively simple hardware device. It is possible to extract digital content to a hardware playback device that has no digital outputs. Such a “play-only” device can render a certain music format, such as MP3 or AAC, through analogue outputs for headphones, etc.

While the content could be played on any individual device in this device class, playback would be limited to such devices.

Advantages:

Because the digital property would be extracted directly to a device, it would be possible to direct a file, such as an MP3 file, to one of the existing small hardware devices that can play MP3. Content protection would not be entirely lost because of the difficulty in removing the content from the device. Because the content never sits in the clear on the user’s hard drive, it takes a reasonably focused hacking effort to access the content in the clear.

Disadvantages:

Because the digital property could be accessed only on a single type of device, a degree of content portability is sacrificed. Also, because the rights management for extraction is performed at the PC level, the content has minor exposure to hacking as it travels from the computer to the device.

METHOD 4

Device Level Content Protection

At this level, persistent protection is achieved by use of a dedicated read-only device with basic content protection.

The Reciprocal client software would extract the digital property from the secure container and record it directly to the dedicated read-only device. Each device would have a unique ID. The device would communicate its UID to the Reciprocal client software on the PC, which would encode the digital property with the device UID. Once the digital property was encoded, the recorded information could be played only on the individual device with the corresponding UID.

Advantages:

Persistent protection is assured because the digital property can be played only on a single dedicated device. Also, this architecture is still fairly simple and can be quickly adopted by end users.

Disadvantages:

This technique effectively eliminates content portability after extraction and thus the possibility of subsequent super-distribution, as the digital property, once extracted and recorded to the digital device, could be accessed only by that particular device.

METHOD 5

Container-enabled Device

In all other levels described, rights management occurs at the PC as a necessary step prior to extracting, recording or playing the protected digital property on any rendering device. In contrast, this class of device can provide full rights management at the device level itself, thus offering complete rights management, including all business rules and multiple types of consumption. Both financial and information transactions would be supported for all access to the content, with transactions probably being communicated back through some kind of hosting PC or set-top box.

Advantages:

By combining the full functionality of the PC based platform, this device would provide both persistent protection and content portability, allowing digital property owners to benefit fully from all the advantages of super-distribution. Such a methodology would probably incorporate the concepts of child rights with check-in and check-out procedures.



Disadvantages:

This type of device is reasonably complex and would require a certain amount of customized chip work. Also, the presence of an inflexible key set at the hardware level offers hackers a long time to attack the content protection at the PC level.

CONCLUSION:

Content Providers have a wide variety of needs for building DRM business models. In many instances, content users have the need to access published content in a portable fashion. Certain of the device interactions described in this paper are part of the Reciprocal solution. As new generations of secure containers become available, the reciprocal solution will integrate with them to provide new generations of security and portability.

Bringing Publishing Into the Internet Age with Digital Rights Management

Matthew Moynahan, Senior VP and General Manager, Reciprocal Publishing

The publishing industry has traditionally provided a single business and consumption model to the consumer: an ink-on-paper product that forced consumers to make a take-it-or-leave-it, all-or-nothing purchase decision. This was generally true whether it was the sale of a single textbook in the higher educational marketplace or the sale of content on a subscription basis in professional publishing. However, the advent of digital technologies and the Internet has turned books into bytes, and is making it possible for publishers to radically change their business model from the sale of physical commodities to the flexible sale of intellectual property (IP) rights. To do so, publishers must embrace the power of enabling digital technologies and adopt a new paradigm of Digital Rights Management (DRM). Practically speaking, DRM is simply the management of a publisher's intellectual property rights in the digital world. Technologically speaking, DRM is a combination of software applications that 1) enable publishers to securely package and assign multiple business models to digital content; 2) allow consumers to access and pay for packaged content according to the business rules assigned by the publisher; and 3) provide a suite of "back-office" rights management services such as rights management and information tracking to control who is accessing the content, when and where that content is accessed, and to ensure that the appropriate parties get paid for their work. To be most effective, publishers should make DRM an integral part of each step in the publishing value chain; today's works can now be created digitally, placed in a digital archive, and catalogued for digital assembly and digital distribution to consumers in the format of their choice. Proper DRM implementations by publishers will for the first time allow students, professors, and business professionals to aggregate different publisher's and authors' IP into a single, enriched consumption experience, based on a pricing arrangement agreeable and profitable to both the publisher and consumer. This is what might be called "Mass Customisation of Intellectual Property".

There are plenty of reasons for publishers to adopt a DRM approach. DRM enables publishers to lower distribution, production, return and inventory costs. By tracking usage they can get closer to how their customers are consuming the content, get a full understanding of their consumption patterns and offer more compelling product and promotional packages.

In all likelihood, DRM will become the dominant business model for publishers in the new millennium. If publishers do not adopt DRM on their own, they will be pulled into it by the students who have grown up with the Internet and by the higher education administrators who are responding both to outside pressures for timely information and to the revenue opportunities which become available when "brick and mortar" universities are transformed into those with computer-based distance and distributive learning.

We at Reciprocal encourage publishers to embrace these new digital technologies and make them an integral part of their business strategy. Using DRM, publishers will be able to capture all the benefits of our networked world. For the first time in this 500-year-old industry, publishers can safely



and profitable provide the consumer with an “as you like it” consumption experience, while simultaneously protecting their intellectual property.



12 Appendix 12 - Glossary of Marketing and Business Terms

Glossary of Marketing and Business Terms

Brand:

- A design, mark, symbol or other device that distinguishes one line or type of goods from those of a competitor. A brand may identify one item, a family of items, or all items of that seller. If used for the firm as a whole, the preferred term is trade name.

Brand name:

- A term, symbol, design or combination thereof that identifies and differentiates a seller's products or service.

Break-even:

- The point of business activity when total revenue equals total expenses. Above the break-even point, the business is making a profit. Below the break-even point, the business is incurring a loss.

Business Cycle:

- It revolves this way: after a period of expansion, demand starts to outpace supply; the Central Banks respond by raising interest rates, which softens demand; inventories begin to build up, forcing companies to cut production, which causes recession; then the Central Banks cut rates, leading to recovery of demand and output, and thus starts the next expansion.

Business Model:

- The method of doing business by which a company can sustain itself -- that is, generate revenue. The business model spells-out how a company makes money by specifying where it is positioned in the value chain.

Business Plan

1. A written review of the business to identify strengths and weaknesses, locate needs, and begin planning how to best accomplish the business' objectives.

Cash:

1. Money in hand or readily available.

Cash flow:

- The amount of cash derived over a certain period of time from an income-producing property. The cash flow should be large enough to pay the expenses of the income producing property (mortgage payment, maintenance, utilities, etc.).
- The sources of funds and the uses of funds for a business during a specified time frame.
- The actual movement of cash within a business; the analysis of how much cash is needed and when that money is required by a business within a period of time.



Commodity:

- A raw material, such as grain, coffee, cocoa, wool, cotton, jute, or rubber (sometimes known as soft commodities), that is traded on a commodity market.
- A good regarded in economics as the basis of production and exchange. A commodity in this sense is characterized by its physical attributes and where and when it is available. Anything produced, especially by industrial manufacturing.

Competition:

1. A market in some particular good or service is said by economists to be "competitive" if a substantial number of buyers and sellers trade in the good or service independently and thus no single buyer or seller is so "weighty" in the marketplace as to significantly influence the going price of the good or service by his/her individual decisions about how many units he personally will buy or sell.
2. The rivalry among sellers trying to achieve such goals as increasing profits, market share and sales volume by varying the elements of the marketing mix: price, product, distribution and promotion. The agency changes to better meet consumer wants and needs.

Copyright:

- A type of property right which protects the expression of ideas such as literary or dramatic works, television productions, drawings etc., from being used for commercial gain without permission of the copyright owner. Registration is not a prerequisite for protection.
- The exclusive right to reproduce or authorise others to reproduce artistic, dramatic, literary, or musical works. It also extends to sound broadcasting, cinematograph films, television broadcasts as well as to computer programs (software).

Customer:

- The actual or prospective purchaser of products or services.

Delphi technique:

- A frequently used method in futures research to gain consensus opinion among experts about likely future events, through a series of questionnaires.

Demand:

- The willingness and ability of the people within a market area to purchase particular amounts of a good or service at a variety of alternative prices during a specified time period.

Expenditure

- A sum spent for goods or services. Expenditure may or may not become an expense in the accounts, depending on whether any residual value remains for the purchasing organisation.

Expense:

- A sum spent for goods or services, which therefore no longer represents an asset of the purchasing organisation. Expenses are normally shown as charge against profit in the accounts.



Good:

- A commodity or service that is regarded by economists as satisfying a human need. An economic good is one that is both needed and sufficiently scarce to command a price. A free good is also needed but it is in abundant supply and therefore does not need to be purchased; air is an example. However, a commodity or service that is free but has required an effort to produce or obtain is not a free good in this sense.

Invest:

- To lay out money for any purpose from which a profit is expected.

Intangible Asset:

- An asset that can neither be seen nor touched.

Intellectual Property:

- An intangible asset, such as a copyright, patent, or trademark. See also royalty.

Licence:

- Official permission to do something that is forbidden without a licence (e.g. sell alcohol or own a TV or a firearm). Licences may be required for social reasons or simply to enable revenue to be collected.
- Permission given to a manufacturer, distributor, trader, etc., to enable them to manufacture or sell a named product or service in a particular area for a stated period. The holder of the licence (licensee) usually pays the grantor of the licence (licensor) a royalty on sales, often with a lump sum as an advance against royalties. The licensor may also supply the licensee with finance and technical expertise.

Liquidity:

3. The ability of a business to meet its financial responsibilities.
4. The degree of readiness with which assets can be converted into cash without loss.

Loss:

- A negative profit.

Market:

2. The set of actual or potential users/customers.
3. The number of people and their spending for a product line within a given geographic boundaries.
4. A set of potential or real buyers or a place in which there is a demand for products or services.
5. Actual or potential buyers of a product or service.

Market area:

2. A geographical area containing the customers/users of a particular company/organisation for specific goods or services.



Market demand:

- The total volume of a product or service bought/used by a specific groups of customers/users in a specified market area during a specified period.

Market development:

- Pursuing expansion of the total market served by
 - 1) entering new segments,
 - 2) converting nonusers,
 - 3) increasing use by present users.

Market positioning:

- Finding a market niche that emphasises the strengths of a product or service in relation to the weaknesses of the competition.

Market profile:

- A breakdown of a facility's market area according to income, demography, life style, etc.

Market research:

- The systematic gathering, recording and analysing of data with respect to a particular market, where market refers to a specific user group in a specific geographic area.

Market segmentation:

- The process of subdividing a market into distinct subsets of users that behave in the same way or have similar needs/requirements.

Market share:

- A proportion of the total sales/use in a market obtained by a given company/organisation.

Marketing:

- finding out what customers want, then setting out to meet their needs, provided it can be done at a profit, or at least without incurring a loss. Marketing includes market research, deciding on products and prices, advertising, promoting, distributing and selling.

Micro-payment:

- A low-value online financial transaction that Internet users pay via virtual wallets that plug into their Web browsers.

Patent:

- The grant of an exclusive right to exploit an invention. An applicant for a patent (usually the inventor or his employer) must show that the invention is new, is not obvious, and is capable of industrial application.



Price:

- The ratio that indicates the quantity of money needed to acquire a given quantity of goods or services.

Profit:

- Financial gain, returns over expenditures.
- For a single transaction, the excess of the selling price of the article or service being sold over the costs of providing it.
- For a period of trading, the surplus of net assets at the end of a period over the net assets at the start of that period, adjusted where relevant for amounts of capital injected or withdrawn by the proprietors. As profit is notoriously hard to define, it is not always possible to derive one single figure or profit for an organisation from an accepted set of data.

Profitability

- The capacity or potential of a project or an organisation to make a profit. Measures of profitability include return on capital employed, positive net cash flows, and the ratio of net profit to sales.

Royalty:

- A payment made for the right to use the property of another person for gain. This may be an intellectual property, such as a book (see copyright) or an invention (see patent). It may also be paid to a landowner, who has granted mineral rights to someone else, on sales of minerals that have been extracted from his land.

Service

- An economic good consisting of human worth in the form of labour, advice, managerial skill, etc., rather than a commodity. Services to trade include banking, insurance, transport, etc. Professional services encompass the advice and skill of accountants, lawyers, architects, business consultants, doctors, etc. Consumer services include those given by caterers, cleaners, mechanics, etc.

Stakeholder:

- One of a group of publics with which a company/organisation must be concerned.

Supply:

- The willingness and ability of potential sellers to offer various specific amounts of a good or service for sale at each of a variety of alternative prices during a particular time period.

Sustainability:

5. The capacity or potential of a project or an organisation to conduct a business without incurring in losses.

SWOT:



- Abbreviation for Strengths, Weaknesses, Opportunities, and Threats. During the planning of the marketing of a new product a company needs to embark on a SWOT analysis to assess its strengths and weaknesses (internally) and the opportunities and threats facing it (externally). Internal strengths could be a good distribution system and adequate cash flow. Weaknesses might be identified as an already extended product line or poor servicing facilities. Opportunities could be consumer demand for a particular product or the vulnerability of a competitor, while threats might be forthcoming government legislation or diversification by a competitor.

Trademark:

- A distinctive symbol that identifies particular products of a trader to the general public. The symbol may consist of a device, words, or a combination of these.

Unique Selling Proposition (USP):

6. A product benefit that can be regarded as unique and therefore can be used in advertising to differentiate it from the competition.

Value Chain

- Every firm is a collection of activities that are performed to design, produce, market, deliver, and support its product. All these activities can be represented using a value chain. A firm's value chain and the way it performs individual activities are a reflection of its history, its strategy, its approach to implementing its strategy, and the underlying economics of the activities themselves.



LIST OF REFERENCES

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List of Figures

Figure 1 Research/educational use cases	79
Figure 2 Domain research/education user: content description	80
Figure 3 Domain research/education customers: content description	81
Figure 4 Domain research/educational services: general information services	82
Figure 5 Domain research/education services: search and retrieval	83
Figure 6 Research/educational researches: specific services	84
Figure 7 Research/educational services: shopping services	85
Figure 8 Use case scenario: artist - market	90
Figure 9 Domain artist: Content description	91
Figure 10 Domain users/customers : content description	92
Figure 11 Art domain services: Gallery	93
Figure 12 Art domain services: virtual services	94
Figure 13 Art domain services: art production/selling/services	95