

## **Bookshare.org Organizational Agreement**

Bookshare.org works closely with schools, educational agencies, libraries and other nonprofit organizations to provide accessible electronic books to individuals with qualifying disabilities. This Organizational Agreement sets out the key terms of working with Bookshare.org.

As primary contact and an authorized Sponsor of the school(s) or group(s) ("Organization(s)") indicated while registering for this Account, and as a condition to obtaining Bookshare.org's accessible digital books, text books and materials ("Accessible Media") for my authorized students, patrons or clients ("Members"), I hereby agree to the following terms on behalf of my organization and myself:

### **1. The Accessible Media will only be provided to individuals with bona fide disabilities.**

As part of an organization that helps people with disabilities, I understand that the only reason I'm able to download these copyrighted books is to provide access to people with bona fide disabilities. I can adapt the content to the needs of my client or student by providing it in an accessible form, but I can't distribute it to other people or organizations, with the exception of hardcopy Braille versions of the books.

### **2. Bona fide disabilities are significant disabilities that affect reading, and meet the legal definition.**

A Member shall be an individual who has met two strict requirements: (a) he or she receives educational or disability services from my Organization and has been approved by me to receive Accessible Media through this agreement, and (b) he or she has a significant vision, physical or learning disability. He or she must meet the requirements of United States Copyright Act, 17 U.S.C. §121 (or comparable local legislation in other countries) as a person with a print disability and has provided such proof of disability to Bookshare.org, either directly or through my Organization. If my Organization provides proof of disability to Bookshare.org, either through printed certifications or through an electronic form, our Organization certifies that only people with bona fide qualified disabilities shall be added to our roster of Members.

### **3. I'm responsible for educating my students or clients that they are not allowed to share the Accessible Media with other people.**

Access to Bookshare.org books is a privilege, and it is based on a social bargain between the publishers and authors and the disability community. It's important to not redistribute these Accessible Media to other individuals, regardless of whether or not they would qualify for Bookshare.org. I agree to inform my students or clients about these restrictions and that these Accessible Media are for their sole use.

### **4. There are consequences for copyright violations, including termination of this account.**

I acknowledge that Bookshare.org inserts digital fingerprints (both obvious and hidden) in the Accessible Media I download, to track copyright violations. I agree that I won't remove these fingerprints. If a copyright violation occurs, Bookshare.org will require us to discontinue Bookshare.org services to the specific student associated with the violation. I acknowledge that violations of copyright law and the terms of this Agreement may subject my Organization and the person(s) committing such violations to civil and criminal liability, and that Bookshare.org will cooperate with investigations of such violations by copyright owners. If I violate the terms of this Agreement, Bookshare.org may terminate this Agreement with written or email notice to me.

### **5. As primary contact, I can add other staff from my agency to act as Sponsors, who can download content from Bookshare.org.**

Such additional Sponsors will need to acknowledge they are bound by the terms of this Agreement by agreeing to the Additional Sponsor form.

## **6. I'm responsible for regularly maintaining my roster of Members.**

I will regularly update my student/client roster (at least annually) to ensure that it reflects my current population, including grade level (for students) and information about disability status. Students or clients who are no longer receiving services from my organization, or no longer qualify as disabled, will be removed from my roster by me or another authorized Sponsor from my Organization. Students or clients over 18 years of age will be required to agree to the terms of Bookshare.org's standard [Member Agreement](#).

## **7. In addition to downloading books for students or clients, I can give them their own library card.**

Instead of my staff downloading the Accessible Media for my Members, I can authorize Members to have their own accounts. This is comparable to a library card for Bookshare.org. Bookshare.org does require all such Members who have their own accounts to agree to the [Member Agreement](#), and if they are under 18 years of age, they need to have a parent or guardian agree to those terms. This is due to Bookshare.org's requirement that each individual given complete access to the Bookshare.org library agree to the terms of membership.

## **8. I can voluntarily help Bookshare.org add Accessible Media.**

Most of the Accessible Media in Bookshare.org is there because Members (including people with disabilities, parents, teacher and schools) scanned and proofread the digital files and added them to the Bookshare.org library. Bookshare.org would love to have any high quality books that I scan. That way, the next teacher or Member who needs that book won't need to scan it. If I want to add books to the Bookshare.org collection, I acknowledge that I will need to agree to the terms of the Bookshare.org [Volunteer Agreement](#).

## **9. If I am not with a school, educational agency or other organization serving students in the United States, my organization needs to pay for Bookshare.org services for such non-U.S. student Members.**

In the case of educational institutions in the United States, the cost of providing Bookshare.org is being paid for by the federal Department of Education. If my Organization is not a U.S. educational institution or agency serving U.S. students, we are responsible for payment of any book block or subscription we request for such non-U.S. students. In the case of a purchase order submittal, I will receive a bill from Benetech for the services requested for this Account in the purchase order. Terms of this bill are Net 30.

## **10. I agree to a few other important details.**

- I don't get to use Accessible Media downloaded through this Agreement for my own use. If I am a qualifying person with a disability, I acknowledge I'll need to get my own account, pay the subscription fee, if applicable, and download my books using my own account.
- Each time I download a book from Bookshare.org, I will select the Member for whom I am downloading the Accessible Media. Once the Accessible Media is downloaded, I will decrypt the Accessible Media using my password ("Unpack" the Accessible Media) and deliver it only to the Member for whom I downloaded that particular Accessible Media. I agree that once I have delivered the book to that Member, I will delete the copy I downloaded.
- This Agreement will automatically renew every 12 months, unless I or my students or clients stop using Bookshare.org or I request in writing to end this Agreement. Renewal of this organizational Agreement is not the same thing as subscription renewals for clients or book block purchases. For example, subscriptions funded by the Department of Education end on September 30th each year and are renewed contingent on continued funding.
- For U.S. K-12 textbooks that were originally sourced from the National Instructional Materials Accessibility Center ("NIMAC"), I agree that my organization will abide by the additional terms required by the NIMAC's Limitation of Use Agreement, especially that these

files can only be used for students who qualify under section 674(e)(3) of the Individuals with Disability Education Act.

- Bookshare.org can change the terms of this Agreement with written or electronic notice to me, which I will have the option to decline, and terminate my account if I do not agree with the changes.

The foregoing is agreed to by me and my Organization:

Prior to enabling an account for download, a signed copy of this agreement needs to be received by Bookshare.org, either by postal mail or facsimile.