

Beneficient Technology, Inc. (dba “Benetech”), offers its Bookshare® program to schools, educational agencies, libraries and other nonprofit organizations to provide accessible electronic books to individuals with qualifying disabilities. This Organizational Agreement (“Agreement”) sets out the key terms for using the Bookshare program.

As an authorized representative of my organization and as a condition of obtaining Bookshare program accessible digital books, textbooks and other materials (“Accessible Media”) for our authorized students, patrons or clients (“Members”), I hereby agree to the following terms on behalf of my organization:

1. **The Accessible Media will only be provided to individuals with qualifying disabilities.**

I understand that the only reason my organization is permitted to download materials from the Bookshare program is to provide access to people with qualifying disabilities. Authorized staff (“Staff”) from my organization can adapt the content to the needs of my client or student by providing it in an accessible form, but they are not permitted to distribute it to other people or organizations, with the exception of hard copy Braille versions of the books.

2. **Qualifying disabilities are significant disabilities that prevent effective reading of standard print and meet the legal definition.**

Members eligible to receive Accessible Media from the Bookshare program must meet three strict requirements: (1) he/she receives educational or disability services from my Organization; 2) he/she has been approved by Staff to receive Accessible Media through this agreement; and (3) he/she has a qualifying disability that meets the requirements of United States Copyright Act, 17 U.S.C. §121 (or comparable local legislation in other countries). **Your Organization must obtain and keep record of a Member’s proof of disability.** Those records will be made available upon request for verification of eligibility by Bookshare staff. Further, my Organization certifies that only people with qualified disabilities shall be added to our roster of Members.

3. My organization will assume responsibility for educating my students or clients that they are not allowed to share the Accessible Media with any other person.

Accessible Media from the Bookshare program may not be redistributed to other individuals, regardless of whether or not they would qualify for the program. Staff agree to inform our students or clients about these restrictions and that the Accessible Media are for their sole use.

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

I acknowledge that the Bookshare program inserts digital fingerprints (both obvious and hidden) in its Accessible Media, in order to track copyright violations. I agree that Staff will not remove these fingerprints. If a copyright violation occurs, the Bookshare program will require my Organization to promptly discontinue Bookshare program services to the specific individual(s) 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 the Bookshare program will cooperate with investigations of such violations by copyright owners. The Bookshare program may terminate this Agreement with written or email notice to my organization.

5. Staff are responsible for regular maintenance of my roster of Members.

Staff will regularly update my student/client roster (at least annually) to ensure that it reflects my Organization's current population. Staff agree to remove from the roster any Members who are no longer receiving services from my Organization, or who no longer meet the disability qualifications detailed in Section 2 above.

6. In addition, my Organization also agrees to the following requirements:

- ❖ Staff may not use Accessible Media downloaded through this Agreement for their own use. If a Staff person is a qualifying person with a disability, they are required to obtain their own Bookshare program account, separate from this organizational account, and download books for their use through such account.
- ❖ Each time Staff download a book from the Bookshare program, they agree to indicate the Member for whom they are downloading the Accessible Media. Once the Accessible Media is downloaded, they will deliver it only to the Member for whom it was intended. After the Accessible Media have been delivered to the Member, Staff agree to delete the copy they downloaded.

- ❖ This Agreement will automatically renew every 12 months, unless my Organization requests in writing to terminate this Agreement. Notice may be sent via email to: membership@bookshare.org
- ❖ For Accessible Media 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 the requirements that these files can only be used for students who qualify under Section 674(e)(3) of the Individuals with Disability Education Act.
- ❖ I acknowledge that the login information for all Staff and Members for our Bookshare program organizational account is to be kept strictly confidential and not to be shared.
- ❖ The Bookshare program can change the terms of this Agreement with written or electronic notice to my organization. I understand I will have the option to decline, and terminate the account if we do not agree with such changes.

As an authorized signatory, I sign below on behalf of my organization and agree that my organization will abide by the terms of this Agreement :

Signature _____ Date _____

Printed Name _____ Title _____

Email Address _____

Organization Name _____

Address _____

Please help us to connect this agreement with the appropriate Bookshare Account by providing the name and email of the Primary Contact for your account below:

Name _____

Email _____

Where to Submit the Signed Copy:

Please be sure to include all pages when submitting.

Preferred Method:

You can email a digital copy of the signed Agreement to:

OrgAgreement@bookshare.org.

A digital copy can be a digital scan or photograph of the signed original or a digitally signed copy.

Alternatively, a signed hard copy of this Agreement may be mailed (or faxed) to:

Bookshare
3790 El Camino Real, Suite 1072
Palo Alto, CA 94306

Fax: (650) 475-1066

Please contact us with any questions at: <http://www.bookshare.org/contactUs>.