

Bookshare Individual Membership Registration Form



Please fill out the fields below to continue registration. If you are under 18, your parent or guardian must sign this form and mail or fax it to Bookshare™. Once we receive this completed form, your login information will be sent to the email address entered. Before you can download copyrighted books, you will need to send in your payment (or current school information) and proof of disability.

Basic Information (required)

Member's First Name _____

Member's Last Name _____

Email _____

Date of Birth _____

Address _____

City, State, Zip _____

If you are applying for an individual membership linked to an existing organizational account, please write the name of that organization's account here: _____

If you (the member) are a current U.S. student and qualify for free membership:

Name, City and State of School _____

Grade (K-12, College Freshman-Senior, Graduate Student, Adult Ed) _____

K-12 Only: Do you have an IEP (Individual Education Program)? _____ Yes _____ No

K-12 Only: Do you have a 504 plan? _____ Yes _____ No

Preferences (optional)

_____ I do not want to receive the Bookshare newsletter by email

_____ If I am at least 15, I would like to learn more about volunteering over the Internet to prepare books for publication on Bookshare.

_____ Block adult content from my search results (automatic for Members under 18)

Prior to activating downloads of copyrighted material, a signed copy of this agreement and my proof of disability must be received by Bookshare, by an electronically signed agreement, or a postal mail or facsimile copy showing my original signature. If this Agreement is accepted by Bookshare, commencement of the service for me shall be deemed the equivalent of an electronic signature by an officer of Bookshare and dated as the commencement of the service.

The following terms of the Bookshare Membership Agreement are agreed to by me, as signified by my signing this Agreement:

Signature

Date

Printed or Typed Name

If under 18, a parent or guardian must sign first, as a condition to your access:

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

Phone number of Parent/Guardian

Physical Address, if different than Member's

Mail this completed form, including the original signature to:

Bookshare
The Benetech Initiative
480 South California Ave., Suite 201
Palo Alto, CA 94306-1609
USA

OR

FAX to +1 (650) 475-1066

Bookshare Membership Agreement



Bookshare provides accessible electronic books and materials ("Accessible Media") to individuals with legally-qualifying disabilities. This Membership Agreement sets out the necessary terms governing your use of Bookshare.

As a person with a qualifying disability, I hereby agree to the following terms:

1. The Accessible Media is only for my individual use as a person with a bona fide print disability.

I understand that the only reason I'm able to download these copyrighted works is for my personal access to books, newspapers and other materials. I can adapt the content to my personal needs, but I cannot 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 definitions.

I represent that I have a significant vision, physical or learning disability that prevents me from reading standard print. I 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 will, before this Agreement becomes effective, provide proof of my disability to Bookshare, either directly or through an organization I work with, such as my school.

3. I acknowledge I can't share the Accessible Media with other people.

Access to Bookshare 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. I agree to use the Accessible Media I obtain from Bookshare solely for my personal use. I won't share my password with anyone, unless it's a caregiver, teacher, parent or guardian who agrees to use it solely to help me download my books.

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

I acknowledge that Bookshare 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 will discontinue serving me. I acknowledge that violations of copyright law and the terms of this Agreement may subject me and other people committing such violations to civil and criminal liability, and that Bookshare will cooperate with investigations by copyright owners of such violations. If I violate the terms of this

Agreement, Bookshare may unilaterally and immediately terminate this Agreement by written or email notice to me. I agree to indemnify and hold harmless Bookshare, its staff, subcontractors, technology suppliers and volunteers, as well as authors and publishers, for any damages, legal fees and costs, as a result of my violations of this Agreement or copyright laws of applicable jurisdictions.

5. I can voluntarily help Bookshare add Accessible Media.

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

6. If someone else isn't paying for my Membership subscription, I will need to pay for it to have access to the collection.

In the case of students in the United States, the subscription cost of providing Bookshare is currently being paid for by the U.S. Department of Education. If I am not a U.S. student, or if I don't have somebody else paying for my Membership, I am responsible for payment for my subscription fees by credit card or a check to Bookshare.

7. I will have access to software as part of my Membership.

Bookshare will make assistive software available to me for using the Accessible Media, such as talking readers that will display and speak the text aloud to me. I will only use the software for my own use on personal computers I personally use, and I will abide by the terms of the license that comes with such software.

8. I acknowledge that the books on Bookshare include adult content and scanned books with errors.

Bookshare's volunteers and staff try to accurately label all of the books in the collection, by title, author, adult content status and quality. If I discover an error in such labeling, I can let Bookshare know and they'll look into it and correct it if they believe it was wrong. When my membership is first set up, fair and good quality Accessible Media will not be returned in my search results. I can opt in to see these kinds of titles if I wish by changing my account settings. If I am over 18, I can opt out of seeing adult content in my search results. If I am under 18, I may not view Adult content unless my parent or guardian agrees in writing.

9. I acknowledge that there is no warranty by Bookshare, publishers or authors.

Bookshare is a socially-oriented activity, not a for-profit activity. Bookshare's staff, volunteers, authors and publisher partners are all cooperating to help overcome the barriers to access faced by people with disabilities, and most do so without compensation. Therefore, Bookshare doesn't warrant that the Content is error-free or that the Bookshare service will not be interrupted. My only remedy if I'm unhappy is to request a refund for the unused portion of my current annual subscription. If I haven't paid for a subscription, I won't get any monetary compensation. I also acknowledge that the vast majority of content on Bookshare is there without the active participation of publishers or authors, so publishers and authors are not responsible for errors or problems with the Accessible Media. In addition, publishers and authors have not waived any of their other legal rights under copyright or other laws by permitting the distribution of Accessible Media owned by them, to people with disabilities.

10. I agree to a few other important details.

- ❖ This Agreement will automatically renew every 12 months, unless I request in writing or by e-mail to support@Bookshare to end my use of Bookshare and to terminate this Agreement. I understand, however, that all Accessible Media retained by me after termination of this Agreement is still subject to the restrictions on use imposed by copyright laws under 17 USC §121 as long as I retain it. If my subscription is being paid for by a third party, my subscription may end when the funding ends. For example, subscriptions funded by the Department of Education end on September 30th each year and are renewed contingent on continued funding. If I'm paying for my subscription with a credit card, I authorize Bookshare to charge my credit card for an annual renewal at the then-current rates for my country. Bookshare will remind me of my renewal in advance of this charge to provide me an opportunity to decline to renew.
- ❖ Bookshare is a low-cost service, and I agree to check the Bookshare website first for answers to my routine questions. For problems or questions beyond what's on the website, technical and customer support is by email to support@Bookshare.
- ❖ Bookshare can change the terms of this Agreement on five (5) days written or electronic notice to me, which changes I will have the option to decline, if I elect to terminate my account because I do not agree with the proposed changes.
- ❖ This Agreement is governed by U.S. copyright law and its treaties with other countries protecting the interests of the copyright owners, and by California contract and licensing laws since that is where the Bookshare service is based. This Agreement cannot be changed by oral agreements or assurances of anyone party to it. If I violate its terms I will be subject to suit to enforce the terms of this Agreement and Copyright Laws in the State of California.

15 How does Bookshare preserve a student's confidentiality?

How does Bookshare preserve a student's confidentiality?

Bookshare maintains the confidentiality of student data by limiting access to the information to the educational agency serving the students and by having contracts with each agency Bookshare serves. **View Bookshare's privacy policy.**

By making agreements with each state, local education agency, district and school Bookshare serves and by its strict privacy policy requiring protection of student data, Bookshare believes that it qualifies under the Family Educational Rights and Privacy Act (FERPA). As an agency under contract with educational agencies, Bookshare has the same obligation to protect student personal data as the education agency. For educational agencies that still prefer to keep student names private, Bookshare allows student numbers or pseudonyms in place of student names if the educational agency submits a Confidentiality Rider form.

The use of pseudonyms, while on one level protecting students' privacy also adds complications to the students' ability to obtain book in accessible formats. Students listed under a pseudonym wanting individual memberships (rather than having books downloaded for them), or transferring to another school are likely to have to resubmit their proof of disability by themselves or through their new school. On the other hand, students registered under their own names can continue their Bookshare membership from school to school, and request their own memberships, because Bookshare has their proof of disability. **Please contact Bookshare for further details.**

Bookshare suggests that schools discuss the release of information issue at the Individual Education Plan (IEP) meeting and ask parents (or guardian) to sign a release allowing the referral to be made in the child's name to Bookshare and others. This will enable Bookshare to contact the parents (or guardian) directly to set up an individual account for the student.

16 What about Family Educational Rights and Privacy Act (FERPA)?

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Bookshare believes that its policies are compliant with FERPA because they are quite similar to the guidance provided to another institution by the Department of Education:

- Bookshare has an agreement with each education agency it serves, and acts as a contractor or agent for such agencies in the provision of accessible materials, an important educational responsibility.
- Bookshare's agreements with agencies place access to student data under the direct control of the agency, and the agency designates who at the agency is allowed to access the data. In addition, Bookshare requires such agency-authorized staff to acknowledge the terms of Bookshare's agreement with the agency before they can access student data.
- Bookshare has a strict policy against sharing data with third parties. All Bookshare employees and consultants sign confidentiality agreements and are regularly reminded of their confidentiality obligations. In addition, access to student data is limited by those staff with a need-to-know.
- When users are logged in with Bookshare, the site uses SSL security technology to securely communicate all information, including student data.
- Bookshare is required by law to only serve students who have a disability that qualifies under the Section 121 of the federal copyright law.

Within the public educational system, Bookshare believes it is critical to be able to exchange information inside each state among its SEAs, intermediate units, LEAs and schools. Bookshare needs to work with these agencies to accurately count students served, measure response times and other key factors required by IDEA and Bookshare's cooperative agreement with OSEP. Access to confidential student data is important for obtaining the data Bookshare is required to provide, and to reduce duplicate counting of students. All of this information sharing is within the "school official" limitations of FERPA.

Qualifications

If you have a disability that makes it difficult or impossible to read a printed book, you most likely will qualify for Bookshare® services. To confirm that you qualify, you, or the organization representing you, will be asked to provide your **Proof of Disability** (certified by a qualified professional) during the registration process.

The table and the answers to common questions below provide guidelines for determining what qualifies as a print disability. It also lists examples of professionals qualified to make this assessment. For more detailed information, visit the **Frequently Asked Qualifications Questions** below.

| Disability | Qualified/Not Qualified | Examples of Certifying Professionals |
|---|--|---|
| Visual Impairment (VI), such as blind or low vision | Qualified | A family doctor, ophthalmologist, optometrist, Teacher of the Visually Impaired, Special Education teacher Certification from the National Library Service for the Blind and Physically Handicapped in the U.S. or similar national body |
| Physical Disability (PD) which affects one's ability to read print, such as inability to hold a book or turn pages | Qualified | A family doctor or other medical professional, physical therapist, resource specialist, Special Education teacher |
| <ul style="list-style-type: none"> • Learning Disability • Reading Disability | Students with a severe enough disability, and a professional certifying that the disability has a physical basis | A neurologist, psychiatrist, learning disability specialist, Special Education teacher, school psychologist, or clinical psychologist with a background in learning disabilities |
| <ul style="list-style-type: none"> • Autism • Emotional disabilities • ADHD • ESL and ELL | Not qualified unless accompanied by a visual or physical disability, or a qualified reading disability that has a physical basis | Examples above |

Frequently Asked Questions: Qualifications

1. I have a vision disability; how do I know if I qualify?

If you are legally blind, you qualify. In addition, if you don't meet the legal blindness standard, a functional vision assessment that indicates a significant problem accessing text is also acceptable.