



National Instructional Materials Access Center Coordination Agreement

As an authorized representative of an educational agency that has chosen to coordinate with the National Instructional Materials Access Center (NIMAC), and as a condition to obtaining electronic file sets of printed textbooks and related printed core materials that are written and published primarily for use in elementary school and secondary school instruction in the National Instructional Materials Accessibility Standard (NIMAS) format, I hereby agree to the following terms:

I understand that the NIMAS files are provided for the sole, express purpose of producing student-ready instructional materials for elementary and secondary school students who are blind, visually impaired or print disabled as stipulated in IDEA of 2004 Part D sec. 674 e 3. Below are key definitions as provided in the legislation. As they apply to the NIMAC and NIMAS files, I concur with these definitions:

(A) BLIND OR OTHER PERSONS WITH PRINT DISABILITIES--The term 'blind or other persons with print disabilities' means children served under this Act and who may qualify in accordance with the Act entitled 'An Act to provide books for the adult blind', approved March 3, 1931 (2 U.S.C. 135a; 46 Stat. 1487) to receive books and other publications produced in specialized formats.

The Library of Congress regulations (36 CFR 701.6(b)(1)) related to the Act to Provide Books for the Adult Blind provide that blind persons or other persons with print disabilities include:

- (i) Blind persons whose visual acuity, as determined by competent authority, is 20/200 or less in the better eye with correcting glasses, or whose widest diameter if visual field subtends an angular distance no greater than 20 degrees.
- (ii) Persons whose visual disability, with correction and regardless of optical measurement, is certified by competent authority as preventing the reading of standard printed material.
- (iii) Persons certified by competent authority as unable to read or unable to use standard printed material as a result of physical limitations.
- (iv) Persons certified by competent authority as having a reading disability resulting from organic dysfunction and of sufficient severity to prevent their reading printed material in a normal manner.

Competent authority is defined in 36 CFR 701.6(b)(2) as follows:

- (i) In cases of blindness, visual disability, or physical limitations "competent authority" is defined to include doctors of medicine, doctors of osteopathy, ophthalmologists, optometrists, registered nurses, therapists, professional staff of hospitals, institutions, and public or welfare agencies (e.g., social workers, case workers, counselors, rehabilitation teachers, and superintendents).
- (ii) In the case of a reading disability from organic dysfunction, competent authority is defined as doctors of medicine who may consult with colleagues in associated disciplines.

(B) NATIONAL INSTRUCTIONAL MATERIALS ACCESSIBILITY STANDARD--The term 'National Instructional Materials Accessibility Standard' means the standard established by the Secretary of Education to be used in the preparation of electronic files suitable and used solely for efficient conversion into specialized formats.

(C) PRINT INSTRUCTIONAL MATERIALS--The term 'print instructional materials' means printed textbooks and related printed core materials that are written and published primarily for use in elementary school and secondary school instruction and are required by a State educational agency or local educational agency for use by students in the classroom.

(D) SPECIALIZED FORMATS--The term 'specialized formats' has the meaning given the term in section 121(d)(3) of title 17, United States Code. Specialized formats means Braille, audio, digital text or large type which is exclusively for use by persons who are blind or with print disabilities as defined above.

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(Initials)_____

To the extent that my educational agency contracts with publishers for the purchase of elementary and secondary level core instructional materials, the agency or its representative will direct the publisher to ensure that valid NIMAS file sets that correspond to these instructional materials are available through the NIMAC. I agree to provide the full name and contact information for each representative (authorized user) I authorize to download files from the NIMAC. I confirm that each of these authorized users are representatives of educational agencies in my state and/or are authorized entities that meet the exemption provided by the Copyright Act, 17 U.S.C. Sec. 121. An "authorized entity" is defined by the Copyright Act as "a nonprofit organization or a governmental agency that has a primary mission to provide specialized services relating to training, education, or adaptive reading or information access needs of blind or other persons with disabilities." I will provide information for each authorized user stating with which educational agencies, whether local regional or state, the user is affiliated and the authorized user's job title or role within that organization. In addition, I understand that the authorized user must provide the NIMAC and I will maintain in my agency's own records a signed, dated NIMAC Limitation of Use Agreement for each representative designated as authorized to access NIMAS file sets from the NIMAC. I further agree to notify the appropriate NIMAC authority immediately of any change in status of any authorized user.

I, or any authorized users I designate, may choose to provide access to a third party working as our agent to download NIMAS file sets in order to convert these files into accessible instructional materials for use by a student in elementary or secondary school with a qualifying disability in our state. However, that third party agent must sign the NIMAC Limitation of Use agreement and be provided a user id and password by NIMAC before access is granted to this third party. Access will be limited to those files assigned to this third party agent by a NIMAC authorized user. If a current NIMAC Limitation of Use agreement is already on file with NIMAC from this third party, a second copy need not be provided to NIMAC.

I stipulate that I will instruct, any authorized users I designate, or any third party agents provided access to NIMAC, to download only NIMAS files from the NIMAC that correspond to the print versions for which representatives of our state, regional, or local educational agencies have either purchased print versions, entered into a valid purchase contract, submitted a purchase order, or procured through other practice or instrument used for the purchase of print instructional materials.

NIMAC Privileges will be suspended if copyright holders' rights are violated. Violation could result in criminal or civil penalties.

I agree to abide by the National Instructional Materials Access Center Coordination Agreement. I confirm that I have read and agree to the NIMAC Limitation of Use Agreement.

Signed _____ Date _____
Name _____
Job Title _____
Educational Agency _____
Address _____
Address _____
City _____ State _____ ZIP _____
Tel _____ Fax _____
Cell _____ Email _____

PLEASE email a scanned copy of this document to nimac@aph.org or mail a hard copy to:

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