

# ASSOCIATION OF AMERICAN PUBLISHERS – PUBLISHER REQUEST/STUDENT AGREEMENT FORM

## Part A: REQUEST FOR FILES FOR CREATING ALTERNATE FORMAT INSTRUCTIONAL MATERIALS\*

**Publisher:** \_\_\_\_\_

Files are provided to create alternate formats for a student who has a verified disability that prevents him/her from using standard instructional materials. Files are only provided to the institution's Disabilities Service Coordinator or other official responsible for providing materials to disabled students (such as the ADA Compliance Officer), not directly to the student.

Publishers are committed to respond as quickly as possible; our goal is to supply files in under 15 business days if there are no unusual circumstances. Please supply the following information. Fields marked with an asterisk (\*) are required.

Note that this form is valid only for the above-listed publishers. If you need files from a publisher not participating in AAP's Publisher Look-Up Service, please contact that publisher directly.

**DSC is requesting to reuse an existing file.** (This option is only available for files of publishers who have entered into an agreement allowing file-sharing on your campus. In this case, although the file may have been previously provided for the use of a student at your school, this request for use by another student must still be presented to the publisher for each student use.)

### Section 1. Product Information

\*ISBN:

\*Author:

\* Title:

\*Edition:

\*Copyright Year:

Student has purchased the textbook or other learning materials.

\_\_\_\_\_  
\*Part A should be sent to the publishing company via its e-text/permissions contact information listed on [www.publisherlookup.org](http://www.publisherlookup.org).

### Section 2. Format Preferred (Please Note: The requested file may not be available. Please order preference—first choice, second choice, etc.):

\_\_\_\_ PDF \_\_\_\_ Microsoft Word \_\_\_\_ ASCII \_\_\_\_ XML (may not be available)

Other: \_\_\_\_\_

**Delivery Preference (Please Note: Not all publishers may deliver files via all delivery methods. Please order preference—first choice, second choice, etc.):**

FTP  CD-ROM  e-mail

**If no electronic files exist, would you accept OCR-scanned Word files, if available?**

yes  no

End Use Format That Will Be Provided to Student (optional): \_\_\_\_\_

Technology Currently Used by Student (optional): \_\_\_\_\_

**Section 3. Student's School Information (if different from DSS office address).**

\*Name of College/University:

\*\*Institution:

\*Address:

\*Address:

\*City:

\*State/Country:

\*Zip/Postal Code:

**Section 4. DSS Office or Other School Official**

\*First Name:

\*Last Name:

\*Institution:

\*Department:

\*Address:

\*Address:

\*City:

\*State/Country:

\*Zip/Postal Code:

\*Phone:

Fax Number:

\*E-mail:

\*Instructor's Name:

\*Course Name:

\*Semester:

**Section 5. Verification and Agreement**

I/we, the undersigned, request an electronic file of the above Title and verify and agree that:

1. The requesting institution or qualified student has purchased the above named work (the "Title").
2. The student is registered to take or attend the above course requiring the use of the Title
3. The student has a qualified disability that prevents him or her from using the Title in its current format.
4. The request is made or supported by the Coordinator of Services for Students with Disabilities or other official responsible for providing materials to disabled students (such as the ADA Compliance Officer).
5. The Title is required or essential for the student's successful completion of the course.
6. The student will use the electronic file in specialized format solely for his or her own educational purposes.
7. If the school permits a student to directly use the electronic file, the file shall be copy-protected or the school shall take other reasonable precautions to ensure that the student does not copy or distribute the electronic file itself or another alternate format of the Title. The student and the school will not use or further distribute or copy the electronic files for the Title for any other purpose.
8. In using the electronic files provided by the publisher, the disabled student, the College Disabled Student Services Office, or other campus official, will abide by the Copyright Law of the United States of America, as amended (17 U.S.C. Sec 101 et seq.) and the applicable code of conduct and policy of the requestor's school.
9. The student and the institution have only the right to use the electronic files for the purposes set forth in this request.
10. I certify that the student with a disability has signed the *Student Agreement on the Use of Recorded, Electronic or Other Alternatively Formatted Course Materials* and the signed Agreement will be kept on file at the college.

**Attested by:**

**By** \_\_\_\_\_  
Authorized Signature

Title:

Comments (optional):

If you have not received your E-File for the requested Title within 15 business days of your submission, please contact the publisher.

**Part B: Agreement by Student (TO BE RETAINED BY THE INSTITUTION ONLY)\***

**Agreement on the Use of Recorded, Electronic or Other Alternatively Formatted Course Materials**

- I agree that I am enrolled for the semester and the particular course(s) for which I am requesting alternatively formatted instructional materials.
- I have provided the designated institution with appropriate documentation of the disability that prevents me from using standard instructional material. I understand that this documentation will be kept on file at the college.
- I have purchased the required course materials.
- I agree that I will not copy or reproduce alternatively formatted instructional materials nor allow anyone else to do so pursuant to the requirements of the copyright revision act of 1976 as amended (17 U.S.C. §101 et seq.).
- I will not share alternatively formatted materials with any other party.
- If and when I 1) re-sell my copy of the standard materials, or 2) drop the course, I will return the alternatively formatted instructional materials to the DSS office.
- I understand that any violation of this agreement may be considered a violation of the college's Student Code of Conduct and may result in penalties including suspension and expulsion. Violations may also constitute a violation of federal and/or state laws and may result in civil proceedings and payment of fines or other moneys to the copyright holder. Furthermore, if I violate this agreement the publisher may not be required to provide electronic formats of any other instructional materials to the college for me to use.

Before receipt of materials, this agreement shall be signed by the student and the designated college official and kept on file each semester in which the student requests alternatively formatted materials.

I have read and understand the policies and procedures outlined above and agree to comply with them.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of College Representative

Read to Student prior to signing by \_\_\_\_\_  
Signature

\* Parts A and B should be retained in the institution's files.