

Introduction

The Memorandum of Understanding (MoU) on access to works by people with print disabilities recognises the importance of intermediaries in the cross-border supply and transmission of accessible versions among European countries. These intermediaries can become "trusted intermediaries" (TIs) should they fulfil certain requirements. **The main purpose of a TI is the controlled distribution of accessible copies of works, when these are not commercially available, to persons with a print disability.** TIs must have the trust of representatives of both persons with a print disability and rightholders and be specifically accredited at national level.

A potential Trusted Intermediary (TI) is likely to have a number of characteristics, some of which are contained in the MoU, namely:

- The TI agrees with the principles set out in the MoU.
- It has as part of its mission the provision of accessible content to print disabled people. It may also be provider of specialised services relating to training, education or adaptive reading or information access needs of persons with a print disability.
- The TI is a services provider operating on a not for profit basis. However, the TI is entitled to recover the costs of production and distribution of accessible material.
- The TI agrees to the principle of remuneration. The publisher may charge a fee to the TI for the conversion of digital content into a structured file.
- The TI will enter into a licence/agreement with rightholders or their representatives concerning the cross-border distribution of accessible works legally created.
- The TI will keep a register of the persons with a print disability it serves and require qualifying service recipients to adhere to appropriate end-user agreements.
- Also, a TI will set up procedures to ascertain the *bona fide* nature of the persons with a print disability that it serves (e.g. through social security or medical certificates), as well as ensuring full and complete compliance with copyright law. In particular, a TI will maintain efficient security mechanisms (e.g. technical protection measures) to ensure compliance with the licences in which it has engaged and to avoid circumvention. A TI will also have appropriate end-user agreements in place to ensure that the copy is to be used by that individual user only.

Accreditation procedure

In order to be accredited as a member of the ETIN network, a potential TI has to first sign the ETIN agreement/licence at national level; only then it can ask for the ETIN recognition before the ETIN Board. Both steps (i.e. signature of the ETIN agreement/licence and recognition by the ETIN Board) are necessary in order to achieve the status of member of the ETIN network. Thus the accreditation procedure is twofold:

- National level.

1. Potential TIs will contact national rightholders in order to seek an agreement for the cross-border transmission and supply of licensed copies. Rightholders are the authors

and/or publishers of published works who own and/or control the copyright subsisting in such works. Reproduction Rights Organisations (RROs) and other rights management organisations may be authorised to represent rightholders in dealing with TIs in order to facilitate the clearance of the rights necessary to transmit or supply licensed copies to other TIs and persons with print disabilities registered with a TI.

There is no limit as to the number of TIs per country to the extent that they fulfil the conditions required to attain such status.

2. The above-mentioned agreement will come into force through the signature of the ETIN licence/agreement at national level, whereby publishers and authors authorise the cross-border transfer (supply and transmission) of accessible versions. The licence/agreement will be subject to national law. **The signature of the ETIN licence/agreement at a national level is *condition sine qua non* to ask for the recognition before the ETIN Board.**

The signature of the licence implies on the part of the TI the acceptance of a number of obligations (some of them already envisaged in the MoU) such as:

- The acceptance of the definitions provided with in the licence/agreement.
- An obligation to verify the print disability of the end-user.
- An obligation to supply or transmit copies legally made and not commercially available in a similar format in the country of original publication.
- An obligation to keep records of the copies transmitted or supplied across borders and of all persons with a print disability to whom a licensed copy has been supplied across borders.

- **EU level, recognition by the ETIN Board.** Following the signature of the ETIN licence/agreement at a national level and at the request of the TI, the ETIN Board will provide a recognition whereby the TI will become a member of ETIN. The decision will be adopted by consensus. **The recognition will allow the TI to benefit from the mutual recognition system envisaged in the MoU.**

The withdrawal of the recognition will also be taken by consensus of the members of the ETIN Board in the case that the TI has infringed any of the principles set out in the MoU.

ETIN Board

ETIN Board Representation - the Board would include:

- 1 representative of authors,
- 1 representative of publishers,
- 1 representative of collective management organisations; and
- 3 representatives of TIs;
- The European Commission will have an observer status.

The ETIN Board will perform the following functions as regards accreditation:

- recognition of TIs so that they could become part of the ETIN network,
- follow-up of the development of the ETIN network,
- mediation assistance at request of the parties, in particular as regards the negotiation of an ETIN agreement/licence at a national level or in case of alleged non-compliance with the terms of the licence.
- any other function as specified in the ETIN Board by-laws.