

Audio-Recording Accommodation and Nondisclosure Agreement

I _____ have requested and the College has agreed to allow me to audio-record the class sessions for the course term of _____ as a necessary and reasonable accommodation for a qualifying and documented disability.

In agreeing to this accommodation both the Student and the College recognize that the audio-recording may affect others in the course, including faculty and students, including the extent to which their participation may be affected by the audio-recording. In recognition thereof, both the Student and the College acknowledge that there are legitimate interests involving copyright, academic freedom of the College, the instructor and the student's classmates, the Family Education Rights and Privacy Act (FERPA) regarding the privacy of recorded student information and expectations of others regarding having their identity and statements being recorded.

Therefore, in order to balance the numerous interests of all concerned and to minimize the possible disruption and/or distraction that may result from the audio-recording of a course, the Student and the College mutually and voluntarily enter into the following agreement:

I understand that I am being allowed to audio-record for the following classes:

for my personal, academic use only in this(these) course(s) at the College and I agree not to copy or reproduce the audio-recording, nor allow anyone else to copy, reproduce or use these materials. In particular, and as a condition of this agreed upon accommodation, I expressly agree to the following:

- I will turn off the recorder during class or erase portions when requested;
- I will not share the contents of the audio-recordings with anyone whatsoever;
- I will not allow anyone to use the audio-recordings for any purpose;
- I will not make, or allow anyone to make, copies of the audio-recordings;
- I will not transfer the contents of the recorder to any other media nor will I transfer the contents electronically, by uploading, by downloading or in any other manner whatsoever;
- I will keep such audio-recordings within my exclusive possession and control at all times and at all locations;
- I will not make, or cause to have made, a written transcription in any form of the contents of the audio-recordings (other than personal notes for my sole and exclusive use); and
- I agree to return the materials to the Disability Services Office at Gateway Community College, or erase under the supervision of the disability office personnel promptly upon the completion of my use, but no later than the end of the course or by _____.

Student Signature: _____ Date: _____