

## Autism around the Globe Consent Form

You are being asked to contribute written and/or graphic materials (including narrative text, photographs, and/or video recordings) to Autism around the Globe ("AATG"), a project of the Nancy Lurie Marks Family Foundation ("NLMFF"). AATG is an interactive, human interest website project that is designed to raise public awareness of how autism affects those residing in different regions of the world. The primary focus of AATG is to collect, organize, and present a variety of personal accounts of autism from around the world. Your participation in this project will help create a vital resource for researchers, clinicians, and other members of the autism community.

Please note that if you are under age 18, a parent or guardian must agree to this consent form on your behalf. Similarly, if you are age 18 or older but have a legal guardian, then your guardian must agree to this consent on your behalf. NLMFF believes that children, adolescents, and persons who have legal guardians have particularly valuable stories to share concerning autism, but we need to ensure that any consent is legally binding.

### TERMS OF CONSENT:

1. Your submission of material constitutes your permission for, and consent to, its use and dissemination in all existing and future media (including but not limited to the Internet and published books) in perpetuity in connection with AATG and for any other purposes consistent with NLMFF's charitable mission. Among other uses, this permission will allow NLMFF or its designee to edit your material for clarity and length or as otherwise necessary for publication, to combine your material with other works, to add notes, captions, and other features to your material, to create derivative works based on your material, to translate your material into other languages, and to copy, publicly display, and distribute any of the foregoing, all for purposes of enhancing the accessibility of your material and the collection as a whole. The foregoing permission is not exclusive to NLMFF, and you retain the right to use, or allow others to use, your material for any purpose.

2. The material you submit must have been created by you, must be wholly original, and must not be copied from or based, in whole or in part, upon any other photographic, literary, film, or other material, except to the extent that (i) such material is in the public domain or (ii) you have obtained express written permission from the author or other copyright owner to submit such material for use and dissemination in connection with AATG and for any other purposes consistent with NLMFF's charitable mission. Please note that, as a general rule, all tangible works of expression that demonstrate some originality are protected by copyright, whether they are created electronically in the first instance (e.g., e-mails, blog entries, web site postings, digital photos, or digital videos) or whether they are first created in another medium and then converted to electronic format (e.g., a printed photograph or a newspaper or magazine article scanned to PDF). Recently created materials will enter the public domain or be freely usable by others only if the author expressly relinquishes copyright or if the materials were created under conditions requiring the author to relinquish copyright or to grant broad public rights to use the materials (e.g., contributing to a blog governed by the Creative Commons Public License). If any portion of your submission originated with a third party (e.g., in an exchange of e-mails between

you and another person) or has been previously published by a third party, you should either exclude such portion from your submission or confirm in writing that each such third party having rights in such portion consents to the inclusion of its material in AATG and has authorized you to provide such consent on its behalf.

3. The material you submit must protect the privacy of all persons you discuss, including any individuals with autism and their family members. If you are a researcher or clinician who submits an account of your interactions with autism patients, you must either use a pseudonym or obtain express written permission from each individual referenced in your material. Releases in the form provided by NLMFF must be obtained from all identifiable individuals pictured in photographs and videos you submit. Although NLMFF will not knowingly publicize any material that violates anyone's privacy or publicity rights, you are responsible for ensuring that your material complies with all applicable privacy laws and regulations of the jurisdictions in which the individuals featured in your materials are located. Unless you have checked the box in the "Submit Your Story" form on the AATG web site indicating that you prefer not to be identified as the author of the material you submit, NLMFF reserves the right to use your name whenever it publishes your material on the Internet or in any other medium.

4. By submitting material to AATG you release, discharge, and agree to hold harmless NLMFF and persons acting under its permission or authority, including a public library or archive to which the collection might be donated for purposes of long term preservation, from any claims or liability arising out of NLMFF's use of the material in accordance with this consent form, including, without limitation, claims for violation of privacy, violation of publicity rights, copyright infringement, defamation, libel, or misrepresentation. You further acknowledge and agree that NLMFF will not be liable for any misuse of your materials or other wrongful acts by third parties.

5. Copyrights for materials in the AATG collection are retained by the original creators or their transferees. Copyright in the collection as a whole (i.e., the collective work, as materials are added to or deleted from the collection), or any particular compilation that incorporates your material, is and will continue to be owned by NLMFF. To the extent that NLMFF or its designee creates a derivative work based on your contribution, copyright in any new material incorporated into the derivative work will be owned by NLMFF while copyright in the original underlying material will be retained by the original creators or their transferees (subject to the usage rights granted to NLMFF in paragraph 1 above).

6. NLMFF has no obligation to use any materials submitted by you as part of AATG or otherwise. NLMFF reserves the right to review all submitted materials, both before and after such materials are included in the AATG collection, and to exclude, remove, or disable access to part or all of such materials for any reason or no reason. NLMFF takes copyrights, publicity rights, and similar rights seriously and will not knowingly make any materials submitted by you available to the public in violation of such rights. Accordingly, without limiting NLMFF's rights to exclude, remove, or disable access to materials, if at any time NLMFF is notified by you or a third party that the public display or other use of some or all of the materials submitted by you

may violate the rights of others, NLMFF may take appropriate action to prevent further access to or other use of such materials.

7. NLMFF will send you an e-mail acknowledging receipt of your contribution to AATG. NLMFF cannot guaranty the return of any material you submit to us, so be sure to keep a copy.

8. You acknowledge that you will receive no monetary payment or other consideration from NLMFF in exchange for the rights to use your material.

9. Except as required by law or as provided in the privacy policy published on the AATG web site (as amended from time to time), NLMFF will not share your email address or any of the other personal information accompanying your submission with commercial vendors or other third parties. Consistent with its privacy policies, however, NLMFF may provide such third parties with aggregated data that contains no personally identifiable information.

10. This Consent Form may be translated into other languages for your convenience, but the English version will control in the case of any discrepancies. By checking the box below this Consent Form, you are indicating that you agree to and accept the terms of the Consent Form.

If you are unclear about any aspect of this Consent Form, please contact NLMFF at [info@nlmfoundation.org](mailto:info@nlmfoundation.org) for clarification.