

THE UNIVERSITY OF TEXAS AT EL PASO

STUDENT AUTHORIZATION AND WAIVER FOR RELEASE OF EDUCATION RECORDS FOR PUBLICATION OF STUDENT AUTHORED MATERIALS

FERPA Notice

The Family Education Rights and Privacy Act of 1974 (FERPA), initially called the Buckley Amendment, allows students at an institution of higher education to control outside access to their education records, including requests for information from their parents, guardians, or others as designated by the student. Without a student's written consent, The University of Texas at El Paso may not disclose information from a student's education records to outside third parties. However, student can also provide a standing release allowing UTEP to disclose information to others. To do so, the following declaration must be completed:

I hereby declare that The University of Texas at El Paso may release through (name of UTEP school and/or Department) _____ (University Official) information part of my student academic record and authored materials titled _____ (hereinafter "Student Material") for the purpose of publishing said Student Material exclusively in _____ (name of publication). Said publication may contain any information the University Official considers necessary to prepare the requested publication.

I understand I may revoke this authorization by a subsequent signed writing at any time prior to the information being released to the addressee.

CONTRIBUTION TO PUBLICATION AGREEMENT

This Agreement is made between The University of Texas at El Paso ("University"), a component institution of The University of Texas System, and _____ ("Contributor" and/or "Student" indistinctly).

RECITALS

- A. University plans to publish a work entitled "{name of work}" (the "Work").
- B. The Work will be edited by {editor} and distributed by {distributor}.
- C. Contributor has written or co-written one or more elements of the Work.

Now, therefore, the parties agree as follows:

1. The Contributor warrants and guarantees to the University that the contribution is original on his or her part, except for such material from copyrighted sources as is reproduced with the written permission of the copyright holder, and is in no way a violation of, or an infringement upon, any copyright belonging to any third party. The Contributor shall indemnify and hold the University harmless from any claims of infringement of copyright by any third party regarding the materials included in Contributor's manuscript.
2. All contributions of manuscripts or other information submitted in connection with this Agreement by the Contributor shall become the property of the University. Contributor does hereby assign and transfer to University the entire right, title and interest in and to the copyright in Contributor's manuscript and in and to all works based upon, derived from, or incorporating the manuscript and in and to all rights corresponding to the foregoing throughout the world.
3. The University, in its sole discretion, will decide whether to register copyright for the Work in its own name and at its own expense.
4. The Contributor shall receive two (2) free copies of the Work.
5. The Contributor shall receive no royalty payments from prepublication sales of the Work. Future royalty payments will be determined by a separate Distribution Agreement between the University and its distributor.
6. This constitutes the entire agreement between the University and the Contributor and supersedes any other understandings or terms, including those expressed in any invoice of the Contributor.

If the foregoing terms are satisfactory, please sign and date this Agreement; make one copy for your files and return the original to the University.

ACCEPTED AND APPROVED:

Student's Printed Name

Date

Student's Signature

Student ID number

The University of Texas at El Paso

Date_____