

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 and Professor] _____ ("University Official") information part of my student academic record and authored materials titled _____ (hereinafter "Student Material") for the purpose of using said Student Material exclusively as part of the course teaching material in _____ [name of class and course number] ("Course"). Said use may contain any information the University Official considers necessary to prepare the referenced Course.

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 CLASS MATERIALS 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 thru its faculty plans to provide an educational course identified as "[name of class and course number]" (the "Work").
- B. The Work will be provided by _____ [faculty name].
- C. Student has written or co-written one or more elements of the Work as part of Student's previous class participation.

Now, therefore, the parties agree as follows:

1. The Student 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 Student shall indemnify and hold the University harmless from any claims of infringement of copyright by any third party regarding the materials included in Student's contribution and class work.
2. All contributions 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 contribution to the Work and in and to all works based upon, derived from, or incorporating the Work 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 no royalty payments from prepublication or publications sales of the Work if any should arise.
5. 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_____