

**Intellectual Property License and Release Form
USU Participant in OpenCourseWare**

AUTHOR NAME	AUTHOR TITLE
-------------	--------------

I understand and agree to the following:

1. **GRANT OF LICENSE:** I (the "Author") grant to Utah State University ("USU") a perpetual, royalty free, non-exclusive license to use, reproduce, and distribute and permit others to copy, translate, modify, and further distribute via the OpenCourseWare ("OCW") Web site and in any other media now known or hereafter developed the materials provided by me to the OCW program for the Course Title(s) and Number(s) listed on Attachment A, as the same may be amended as provided below (the "Materials").
2. **OCW USE:** I understand and acknowledge that through the OCW program the Materials will be available to third parties who will be granted a perpetual, royalty free, non-exclusive license to use, reproduce, distribute, translate and modify the Materials for educational, non-commercial, and non-monetary gain.
3. **ACCURACY OF MATERIALS:** I acknowledge that I am solely responsible for the correctness of my Materials, their adherence to high academic standards, and their accurate reflection of the content and pedagogy of the course.
4. **ATTRIBUTION:** Unless I decline below to have my name associated with the Materials, USU will require all users of OCW to attribute any use of any of the Materials in a form that will include my name, my title or status, the year the Materials were created (as indicated on the Materials), and any copyright information (as indicated on the Materials). USU agrees that it will not post my telephone number or any other contact information with the exception of my email address (if specified below).

I choose to have my name associated with my Materials on OCW.
 decline

I choose to have my email address associated with my Materials on OCW.
 decline
5. **STATUS OF COPYRIGHT:** USU acknowledges that nothing in this license will constitute a transfer or assignment of the copyright in the Materials to USU. USU further acknowledges that I will continue to own any copyright that I currently hold in any of the Materials.
6. **AUTHORITY AND THIRD-PARTY PERMISSIONS:** I represent that, except where the Materials indicate otherwise, I am the owner of the copyright or other proprietary right in the Materials and that I have authority to grant this license. I further represent that I have identified and/or labeled all parts, items, and materials incorporated into the Materials that may be subject to a copyright or other proprietary right held by a third party. In the event a USU employee or student is named in a third-party action regarding the Materials, USU may indemnify the named employee or student, provided the employee's actions were made in good faith and within the scope of their duties or responsibilities. Where multiple USU contributors have added materials through multiple offerings of the course over time, I have identified those contributors, where known. I understand that USU will attempt to obtain any required permission or copyright clearances necessary for publication

of the Material on OCW and that I am not obligated to do so. If any of the Materials are based upon work that I completed from a grant or agreement sponsored by a third party, other than USU, I represent and warrant that I have fulfilled any right of review or other obligations required by such contract or agreement.

Important: Unauthorized use of third-party copyrighted work is illegal, unethical, raises significant financial liability, and damages the reputation of USU and its faculty. Contributors must exercise scrupulous care to identify the source of every third-party owned element in the Materials.

7. **AMENDMENT:** This Agreement may be amended from time to time to incorporate additional Course Number(s) and Title(s). Such amendment(s) will be set forth on Attachment A upon my written agreement with USU to each such amendment, and any such amended and restated Attachment A shall be attached and incorporated by reference into this Agreement, supersede any existing Attachment A hereto and prior agreements on the subject matter of this Agreement, and shall apply to all Materials provided by me for that OCW program/course(s). I agree that written agreement to any amendment may be provided either by signature to the amended Attachment A or via counterpart e-mails designating each party's agreement to the amended Attachment A.
8. **STUDENT WAIVER:** If I am a USU student, I understand that if I have elected above to authorize OCW to publicly disclose my name and USU title or status, as an author of the Materials to third parties accessing the OCW Website, as part of the above-described rights granted by me to OCW to use my Materials (which Materials may have been prepared by me as part of my class work at USU), that I am waiving rights that I may have under the Family Education Rights and Privacy Act (FERPA), to withhold this student information from disclosure, and that my grant of rights to OCW is perpetual, and accordingly, this student information will remain available following the term of any class in which I may have created the Materials. I retain the right to revoke, in writing, this waiver and the rights granted to OCW to use my name, title/status or Materials, with respect to any actions of OCW occurring after the date it receives my revocation (understanding that OCW has no obligation to address any uses of my name, title/status and Materials by any one accessing the OCW Web site prior to this revocation).

I represent that I am eighteen years of age or older, and have voluntarily chosen to participate in the USU OCW program. The rights and obligations of this license shall be binding upon my heirs and successors in interest.

 AUTHOR

 FOR USU

 NAME (PRINTED/TYPED)

 NAME (PRINTED/TYPED)

 TITLE

 TITLE

 DATE SIGNED

 DATE SIGNED

Thank you for participating in OpenCourseWare!

ATTACHMENT A

This Attachment, as the same may be amended and restated from time to time, sets forth the Course Number(s) and Course Title(s) applicable to my agreement to participate as an Author in the OCW program provided in the Intellectual Property Notice and License Form USU Participant, agreed to by me,

_____ on _____
[Author's signature] [Author's date of signature].

#	COURSE #	COURSE TITLE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		