

Publication Agreement

This Publication Agreement (Agreement) is made by and between the Regents of the University of New Mexico (UNM) on behalf of its School of Law and the *New Mexico Law Review* (JOURNAL) and XXXXX XXXXX (AUTHOR) as of this date, XXXXX 00, 0000, for publication of AUTHOR's work titled XXXXX: XXXXX XXXXX XXXXX (ARTICLE), in the *New Mexico Law Review*, Volume 1.1 (2000).

PREAMBLE

- A. JOURNAL is an open access publication, and the ARTICLE will be available with no embargo period.
- B. Once the ARTICLE is deposited in Digital Commons, University of New Mexico's online digital repository, a full bibliographic citation to the ARTICLE will remain visible in perpetuity, even if the ARTICLE is updated or removed.
- C. All JOURNAL articles are published through Digital Commons under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International license (CC-BY-NC-ND). In plain language, readers must provide appropriate credit to the ARTICLE and cannot remix the work nor use it for commercial purposes without express consent from the AUTHOR and the JOURNAL. Readers of the ARTICLE may copy it without the copyright owner's permission, if the AUTHOR and publisher are acknowledged in the copy, and the copy is used for education and/or not-for-profit purposes.
- D. If AUTHOR is subject to a pre-existing mandate from their institution, organization, funder or government entity to make the ARTICLE more accessible than described by this Agreement, please consult with the JOURNAL prior to signing this Agreement.

CONSENT TO PUBLISH

- 1.1 AUTHOR transfers and assigns a royalty-free and exclusive (as provided below) right of first publication in the ARTICLE to the JOURNAL. AUTHOR shall not grant a similar license with respect to this ARTICLE for publication in any other scholarly or professional journal without the express written consent of the JOURNAL. This right shall be exclusive for a period beginning when this Agreement is executed and ending either one (1) year after publication of the ARTICLE in the JOURNAL or two (2) years after the execution of this Agreement, whichever is shorter. The exclusivity of this right during this period may only be altered through the express written consent of the JOURNAL. In all such cases where written consent has been given, the re-publication of the ARTICLE in whole or in part shall give proper credit to the JOURNAL.
- 1.2 Notwithstanding the foregoing, AUTHOR further grants the JOURNAL the right and authority to disseminate the ARTICLE, in whole or in part (including public dissemination via the JOURNAL website), and to license or transfer such rights, in any and all databases, aggregator services, or aggregated collections throughout the Universe in perpetuity including publication in databases, aggregator services, or aggregated collections including, but not limited to, Westlaw and LexisNexis, HeinOnline, or any computer-assisted research service that it may choose.

- 1.3 AUTHOR agrees the JOURNAL shall not pay AUTHOR any part of any royalties it receives from databases or aggregator services.
- 1.4 AUTHOR further grants the JOURNAL the right to authorize and distribute reprints of the ARTICLE, either individually or in collection in the whole JOURNAL. Upon mutual written agreement of the parties, the ARTICLE may be re-published in another scholarly or professional journal in total or in part. JOURNAL may authorize re-publication of work if reasonable attempts are made to contact the AUTHOR but AUTHOR cannot be reached. The JOURNAL issue shall include a notice stating that the ARTICLE may be reproduced and distributed, in whole or in part, by nonprofit institutions for educational purposes including distribution to students, provided that the copies are distributed at or below cost and identify the AUTHOR, the JOURNAL, the volume, the number of the first page, and the year of the ARTICLE's publication.
- 1.5 AUTHOR may post the ARTICLE on Social Science Research Network (SSRN) and any other personal website within the AUTHOR's control, as long as written consent is requested from the JOURNAL, and proper citation is made to the JOURNAL as the original publisher, per the language provided by the JOURNAL at the time of consent.
- 1.6 AUTHOR hereby acknowledges and agrees that in no event shall any of JOURNAL's rights under this section be subject to embargo of any kind.

The copyright ownership of the ARTICLE shall remain with AUTHOR.

WARRANTIES AND REPRESENTATIONS

- 2.1 AUTHOR shall be deemed to continuously represent and warrant during the term of this Agreement that: (i) AUTHOR owns all copyrights and other intellectual property rights of any type in and to the ARTICLE; (ii) the ARTICLE is original, except for copyrighted excerpts included with permission or excerpts and whole section(s) of material from the public domain or voluntarily contributed without compensation by various originators for inclusion; (iii) the ARTICLE is not libelous or contrary to law and does not infringe any copyrights or other intellectual property rights of any type belonging to third-parties; (iv) AUTHOR has full power and authority to enter in to this Agreement and grant JOURNAL the exclusive use of the Article as contemplated hereunder; (v) the material furnished for the Article has not been published previously or if so published previously, in part or in whole, proper permission has been granted AUTHOR for this present publication, and Author shall furnish JOURNAL a copy of the previously published material for its records; and (vi) AUTHOR shall execute such further instruments reasonably necessary, in the opinion of legal counsel to the JOURNAL, to effectuate this Agreement.
- 2.2 AUTHOR hereby agrees to indemnify the JOURNAL and the University of New Mexico, the University of New Mexico School of Law and their respective Regents, officers, directors, affiliates, employees, associates, and contractors from and against any and all losses and/or damages, including reasonably attorney' and accountants' fees and costs, whether incurred out of court or in litigation, including fees and costs incurred for representation on appeals, incurred by the JOURNAL due to any breach of the foregoing warranties.

PROOFREADING AND CORRECTIONS

3.1 AUTHOR agrees to cooperate with all reasonable editing requests by the JOURNAL. This includes, but is not limited to providing JOURNAL editors, upon request, with: footnote

citations in Bluebook format for any factual statement or reference to law in the ARTICLE; scans or copies of source material for citation and fact checking purposes; page numbers or "pinpoint" citations for where in the source the material can be found. In return, AUTHOR will be given adequate opportunity to read and correct the manuscript at galley proof stage, or earlier, at the option of the JOURNAL. If AUTHOR fails to provide the corrections deemed necessary by the date agreed upon with the JOURNAL, the publication process will proceed without AUTHOR's approval of the proof and AUTHOR's consent to do so will be deemed given.

3.2 AUTHOR is responsible for furnishing materials or copies of sources for all unusual materials not normally found in a law library OR continuously updated materials such as treatises for substantive verification of citations. Electronic resources, such as blogs and websites, shall be archived using Perma.cc by the JOURNAL. Failure to comply with the above rights and responsibilities may cause undue delay in publication, thus diluting the timeliness and effectiveness of the Article.

RIGHT OF WITHDRAWAL

4.1 JOURNAL reserves the right to withdraw the ARTICLE from the publication process at any time prior to publication, or to publish it in a subsequent edition, due to specific reasons explicitly made known to AUTHOR. The reasons may include, but are not limited to, mootness, substantive errors of law, plagiarism, non-originality, or failure to meet deadlines. AUTHOR reserves the right to withdraw the ARTICLE from the publication process only if the JOURNAL's corrections so drastically alter the content, style, and flavor of the ARTICLE that the ARTICLE can no longer be deemed to be the work of the AUTHOR. In this event, AUTHOR has the right to request the return of the original manuscript, but not the major revisions at issue in the withdrawal.

ELECTRONIC SUBMISSION; OFFPRINTS

- 5.1 Upon acceptance of the publication offer, AUTHOR shall submit a final version of the ARTICLE and an abstract of the ARTICLE electronically to the JOURNAL as soon as possible, or by the date agreed upon between AUTHOR and the JOURNAL. The electronic files shall be prepared in Word (".doc" files, not ".docx"), per the specifications supplied by the JOURNAL.
- 5.2 Upon publication, AUTHOR will receive, without charge, two (2) copies of the full issue in which the ARTICLE appears. AUTHOR will have the option to purchase individual article reprints (offprints) from the printer after the journal is printed.

SCOPE OF THIS AGREEMENT

- 6.1 This Agreement stands as the full and final agreement of all major terms concerning AUTHOR'S ARTICLE. Any alterations, modifications, or changes in the terms stated herein shall only be upon the mutual written agreement of both parties.
- 6.2 This Agreement shall be governed by the laws of the State of New Mexico both as to interpretation and performance, without regard to the conflict of laws principles. Any legal proceeding related to this Agreement will be brought in a court of competent jurisdiction in Bernalillo County, New Mexico, and each of the parties' consents to the exclusive jurisdiction of the courts of the State of New Mexico for this purpose. No modification or claimed waiver of

any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of the party against whom such modification or waiver is sought to be enforced. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches or the same or other provisions of this Agreement. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates set out below.

AUTHOR
Ву:
Printed Name:
Date:
First Last Name Address 1 Address 2 Address 3 Phone Email
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO By:
Name Date Dur Info