



Author's Agreement

This Agreement is made on Date _____ ("Effective Date"), between the State Bar of New Mexico ("SBNM") and Author's Name _____ ("Author"), collectively ("Parties"). Author has submitted Name of Article Submitted _____ ("Work") for publication in one of SBNM's publications.

SBNM and Author agree as follows:

1. As a condition of publication and for no monetary compensation, Author hereby grants to SBNM the following rights regarding the Work:
 - a. The exclusive right of first publication in any medium worldwide;
 - b. The non-exclusive worldwide right to reproduce, distribute, display, and sell the Work or any part thereof, in any medium or form of communication whether now existing or hereafter developed.
 - c. The non-exclusive right to approve reproduction of the Work or portions thereof in non-profit legal publications and in promotional materials;
 - d. The right to permit reproduction of the Work or abstracts thereof in computer-assisted legal research services (e.g. Fastcase); and
 - e. The right to use Author's name, biographical data, and likeness in connection with promotion of the Work.
2. SBNM shall have the right to edit the Work (and any revisions or supplements thereto) in any manner it deems necessary for publication provided that the meaning is not materially altered. Decisions regarding editing and publication are solely within the discretion of the SBNM Communications Advisory Committee or the Editor, who may make changes to the original submission.
3. SBNM shall have the exclusive right to determine whether to publish the Work. If SBNM decides to publish the Work, SBNM shall have the exclusive right to determine when and how to publish the Work.
4. Author represents and warrants that the Author is (check one box):
 - ☐ the sole author of this original work;
 - ☐ joint author of this original work with _____; or
 - ☐ authorized to grant the above rights on behalf of its author(s).
5. Author represents and warrants that the Work:
 - a. does not infringe the copyright or property right of another;
 - b. contains no material which is obscene, libelous, defamatory or violates another's civil right, right of privacy or is otherwise unlawful; and
 - c. has not been previously published, in whole or in part, except as follows: _____.
6. Author indemnifies and holds SBNM harmless from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including attorney's fees, due to, arising from or related to, claims arising from breach of this warranty.

7. SBNM shall credit the Author as the author of the Work; however, failure to provide such credit shall not be deemed a breach of this Agreement. SBNM agrees to take reasonable steps to cure any such failure prospectively following notice from the Author of the oversight.
8. Should any provision of this Agreement be held void, invalid or unenforceable by a court, the validity and enforceability of the other provisions will not be affected. Failure of either Party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.
9. The laws of the State of New Mexico shall govern any dispute arising directly or indirectly from this agreement. The venue for any arbitration shall be in Bernalillo County.
10. This agreement will be binding on and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of the Parties.
11. Any notice required to be given to either Party by this agreement shall be in writing and shall be delivered as follows:

To the State Bar:

Executive Director
State Bar of New Mexico
PO Box 92860
Albuquerque NM 87199-2860

To the Author:

Printed Name of Author

Signature of Author

Date

Choose one:

- ☐ Author's employer or law firm owns no rights to the Work
- ☐ Author is acting as agent for a law firm or employer and has permission to sign on behalf of

(Designate name of law firm or employer)

Signature of Agent for (Author or other Agent for law firm)

Date