



AUTHOR AGREEMENT

This Publication Agreement (Agreement) between _____ (Author) and FIU Law Review (the Review) governs the publication of _____ (the Work).

The Author understands that this Agreement is conditioned upon the Work being original, and upon reasonable and substantial accuracy in the text and citations as determined by the FIU Law Review Executive Editorial Board. The Author understands that, should events render the content of the Work obsolete or otherwise so untimely as to vitiate its value, the Review may cancel this contract.

I. AUTHOR'S GRANT OF RIGHTS

- A. Author grants to the Review the right to print, publish, post, and distribute the Article in all media, including reproduction and distribution the Work in any medium the Review deems appropriate, as a contribution to a collection published by the Review, and also by means of third-party online databases and legal information providers.
- B. The Review's rights provided in Paragraph I(A) shall be exclusive for a period beginning when this Agreement is executed and ending one (1) year after publication of the Work in the Review or two (2) years after execution of this Agreement, whichever is shorter, and shall be non-exclusive thereafter.
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- D. After the Work has been published in the Review, the Review shall have the right to authorize third parties to reproduce and distribute the Work in forms specified in Paragraph I(A).
- E. The Author grants the above rights without claim of royalties or other compensation.

II. AUTHOR'S COPYRIGHT AND RESERVATION OF RIGHTS

- A. The copyright in the Work shall remain with the Author.



- B. The Author retains the rights to, using a method of citation that identifies the Author, the Review, the volume, the number of the first page, the year of the Work's publication in the Review, and Digital Object Identifier (DOI):
1. Reproduce and distribute the Work, and to authorize others to reproduce and distribute the Work, in any format, to students for classroom use, at or below cost; and
 2. Include the Work, in whole or part, in another work of which Author is the sole or joint author or editor, provided that in either circumstance the Author may not submit a work for publication that is substantially the same, as determined by the Review, as the Work to another periodical without the permission of the Review sooner than one (1) year after publication of the Work or two (2) years after execution of this Agreement, whichever is sooner; and
 3. Post the Work, in whole or in part, on an Internet or Intranet site over which the Author has effective control.

III. PUBLICATION PROCESS

The Author and the Review shall abide by the FIU Law Review Publication Process, incorporated in this Agreement by reference. The Publication Process provides a publication schedule and governing deadlines for publishing the Work. The Author agrees to maintain communication with the Review and comply with the Publication Process.

IV. AUTHOR'S WARRANTIES

- A. The Author warrants that to the best of the Author's knowledge:
1. The Author is the sole author of the Work and has the power to convey the rights granted in this Agreement;
 2. The Work has not previously been published, in whole or in part;
 3. The Work does not infringe the copyright or property right of another;
 4. The Work does not contain matters or statements that are defamatory, or violate another's civil rights, right of privacy, right of publicity, or other legal right;
 5. The Work is not otherwise unlawful;



- 6. The Author will indemnify and hold harmless Florida International University College of Law and the Review against any damages, losses, or expenses incurred because of the Author's breach of any of the above warranties.
- B. If the Work reproduces any textual or graphic material that is the property of another for which permission is required, the Author shall, if requested by the Review, obtain written consent to such reproduction.

V. EDITING AND PRINTING

- A. The Author authorizes the Review to edit and revise the Work prior to publication in the Review, but the Work shall not be published by the Review unless it is acceptable in its final form to both the Author and the Review.
- B. Promptly after publication, the Review shall provide two (2) offprints of the Work, and one (1) issue, to the Author at no charge. Additional prints are the responsibility of the Author.

VI. FINAL AGREEMENT

This Agreement constitutes the final agreement between the Author and the Review. Any modifications of or additions to the terms of this Agreement shall be in writing.

This Agreement is effective as of the date of Author's execution.

Author

FIU Law Review

Signed: _____

Signed: _____

Print: _____

Print: _____

Date: _____

Date: _____