

FIU Latin American & Caribbean Law Review Author Agreement

This Publication Agreement (Agreement) between _____ (Author) and FIU Latin American and Caribbean Law Review (“LCLR”) 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, citations, and translation (if applicable) as determined by LCLR. The Author understands that, should events render the content of the Work obsolete or otherwise so untimely as to vitiate its value, LCLR may cancel this Contract.

I. AUTHOR’S GRANT OF RIGHTS

- A. Author grants to LCLR the right to print, publish, post, and distribute the Article in all media, including reproduction and distribution the Work in any medium LCLR deems appropriate, as a contribution to a collection published by LCLR, and also by means of third-party online databases and legal information providers.
- B. LCLR’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 LCLR or two (2) years after execution of this Agreement, whichever is shorter, and shall be non-exclusive thereafter.
- C. LCLR’s right to reproduce the Work includes the right to prepare a translation in English or to authorize the preparation of such a translation, but such right is subject to the Author’s approval of the translation, which is not to be unreasonably withheld.
- D. After the Work has been published in LCLR, LCLR 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, LCLR, the volume, the number of the first page, the year of the Work’s publication in LCLR, 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 LCLR, as the Work to another periodical without the permission of LCLR 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

- A. The Author and LCLR shall abide by the FIU Latin American and Caribbean 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 LCLR 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 in the United States of America;
 6. The Author will indemnify and hold harmless Florida International University College of Law and LCLR 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 LCLR, obtain written consent to such reproduction.

V. EDITING AND PRINTING

- A. The Author authorizes LCLR to edit and revise the Work prior to publication in LCLR, but the Work shall not be published by LCLR unless it is acceptable in its final form to both the Author and LCLR.
- B. Promptly after publication, LCLR shall provide one (1) digital issue, to the Author at no charge.

VI. FINAL AGREEMENT

- A. This Agreement constitutes the final agreement between the Author and LCLR. Any modifications of or additions to the terms of this Agreement shall be in writing.
- B. This Agreement is effective as of the date of Author's execution.

Author

Signed: _____

Print: _____

Date: _____

FIU Latin American and Caribbean Law Review

Signed: _____

Print: _____

Date: _____