Indemnity Clause

As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property to the extent caused by the act or failure to act of the respective party or of its officials, agents, and employees in performing its obligations under this Agreement. The liability of each party shall be subject to limitations and provisions of the NM Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

OR the following clause may be used

NMIMT is a public institution of the State of New Mexico. Therefore, Tech shall indemnify and hold harmless the State of New Mexico, NMIMT, their Regents, officers, agents and employees from any liability, loss or damage all or any of them may suffer as a result of claims, demands, costs or judgments against all or any of them arising out of or relating to this Agreement, or the use by __________ of the results obtained from the activities performed by Tech under this Agreement; provided, however, that any such liability, loss or damage resulting from (1) the negligent failure of Tech to substantially comply with any applicable governmental requirement, or (2) the negligent or willful malfeasance of any Regent, officer, agent or employee of Tech is excluded from this agreement.