



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		SAFEACROSS LICENSEE	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417 864 0108 Fax: 417 8604 1983 Attn: Mandy Buettgen-Quinn		City of Jackson 101 Court Street Jackson, MO 63755 Phone: 573-243-2300 Fax: 573-243-3322 Attn: Janet Sanders Email: jsanders@jacksonmo.org	

CITY OF SPRINGFIELD
"SAFE ACROSS" LICENSE AGREEMENT

Subject to the terms and conditions of this LICENSE AGREEMENT ("Agreement"), the City of Springfield, Missouri (the "City") hereby grants a license to the Licensee (defined below in the Definitions section) to use the intellectual property identified in **Exhibit A** ("Licensed Intellectual Property"), according to the terms and conditions below. The City and the Licensee may be referred to herein singularly as a "Party," or collectively as "Parties."

WHEREAS the City owns intellectual property rights in the Licensed Intellectual Property developed as part of the SafeAcross pedestrian safety program; and

WHEREAS, through distribution of the "SafeAcross" program, the City desires to promote pedestrian safety in crosswalks; and

WHEREAS, in connection with implementation of the "SafeAcross" program, the Licensee wishes to use the Licensed Intellectual Property depicted in the SafeAcross Implementation Guide, attached hereto as **Exhibit A**; and

NOW, THEREFORE, in consideration of the following covenants and good and valuable consideration, the sufficiency of which has been acknowledged by the Parties, the Parties agree as follows:

1. Definitions:

- (a) "City" means the City of Springfield, Missouri.
- (b) "Confidential Information" means all non-public, confidential, or proprietary information of SafeAcross, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and includes any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically:
 - a. the SafeAcross Implementation Guide;

- b. the Licensed Intellectual Property;
 - c. City's other unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; and
 - d. all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for City or that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.
- (c) "Derivatives" means any variations or derivatives of the contents of **Exhibit A** to this Agreement.
- (d) "Licensed Intellectual Property" means the contents of **Exhibit A** to this Agreement, along with any other state and federal copyright and trademark registrations and common law rights owned by the City and pertaining to the contents of **Exhibit A**.
- (e) "Licensee" means City of Jackson and its officers and employees.
- (f) "License Fee" means the annual fee due from Licensee to the City, calculated as follows: \$1.00
- (g) "Licensed Use" means Licensee's use of the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion or advertising, only to the extent that the City has preapproved Licensee's use of the Licensed Intellectual Property pursuant to this Agreement.
- (h) "Mr. Walker" means the iconic statue (depicted in **Exhibit A**) functioning as the spokesperson for the Safe Across program.
- (i) "Safe Across" means the comprehensive pedestrian safety awareness initiative distributed by the City and including all training, implementation materials, and other resources and elements provided as part of initiating this program in a community.
- (j) "Term" means the term during which this Agreement is in effect, which shall be as follows:

From January 1st, 2025 to December 31, 2027 (3 Years)

2. License:

Upon execution of this Agreement, the City grants to the Licensee a non-exclusive, non-transferrable, non-sublicensable license (the "License") to use the Licensed Intellectual Property and to make and use certain derivative works of the Licensed Intellectual Property for only the Licensed Use described in this Agreement. The License shall extend for the duration of the Term, subject to the remaining terms and conditions of this Agreement. Except as set forth in this Agreement, the City is not granting any rights to produce any items for sale or merchandise that incorporates any Licensed Intellectual Property, other than the Licensed Use.

Licensee agrees not to grant any license or sublicense of the Licensed Intellectual Property and shall not otherwise assign or transfer any rights granted by the City pursuant to this Agreement. It is understood by the Parties that the manufacture of any licensed product embodying the Licensed Use may be performed by a third-party manufacturer designated by the Licensee and acceptable to the City, but that the third-party manufacturer shall not gain any rights in the Licensed Intellectual Property.

Licensee in return grants to the City, a non-exclusive, royalty free, limited right to use and display the Licensed Intellectual Property in City business, to the extent the Licensed Intellectual Property includes any proprietary elements owned by Licensee and requiring such a license. City may develop materials upon request of the Licensee if such content would be useful for other potential licensees, and City has funding and staff available to do so.

3. Intellectual property Ownership:

The City owns and retains all rights, title and interest in and to the Licensed Intellectual Property and has the right to control all uses, images and derivative works of, based upon, or confusingly similar to the Licensed Intellectual property. This Agreement does not confer any ownership rights in the Licensed Intellectual property to Licensee or any third party.

4. License Payment:

In consideration for the License, Licensee shall pay to the City an annual fee in the amount of the License fee set forth in the Definitions section above. The License Fee may be paid by check payable to:

Failure to pay the required License Fee within thirty (30) calendar days of the City's invoice will nullify this Agreement, and the City shall have the right to immediately enjoin Licensee's use of the Licensed Intellectual Property.

5. Licensed Use

- (a) Licensee is authorized to use the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion and advertising, only to the extent that the City has preapproved use of the Licensed Intellectual Property pursuant to this Section (the "Licensed Use"). Any and all Licensed Uses shall be subject to the conditions included in **Exhibit B**, Intellectual Property Uses and Conditions.
- (b) Licensee shall make all reasonable efforts to launch the SafeAcross program in accordance with the SafeAcross Implementation Guide, attached hereto as **Exhibit A** and incorporated herein by reference, and begin use of the Licensed Intellectual Property within one year of the execution of this Agreement, unless otherwise agreed upon in writing by the parties.
- (c) Licensee shall not adopt or use, without the City's preapproval pursuant to this Section, any variations or derivatives of the Licensed Intellectual Property (collectively "Derivatives"). Upon such approval by the City, the approved Derivatives shall be included as part of the Licensed Intellectual Property and subject to the same terms and conditions, except as noted below.
- (d) Licensee agrees that the nature and quality of the Licensed Use shall conform to standards prescribed by the City and consistent with the Safe Across Program Agreement, and that Licensee will not depart from such prescribed standards without the City's advance written permission. Prior to use, the City must review and provide written approval of final designs and materials specifications supplied by Licensee for any such materials to be produced, marketed, or given away by Licensee in connection with the Licensed Use. City shall not be held accountable for any design, production, or marketing cost involved with this Agreement. Licensee shall provide the City with the opportunity to inspect, approve (or disapprove) and control all proposed uses of the Licensed Intellectual Property before such use of the Licensed Intellectual Property is made public. The City has the right to reject any particular use of the Licensed Intellectual Property or Licensed Use as improper or below the City's quality standards, at the City's sole discretion.
- (e) Licensee shall provide to the City (a) samples of the Licensed Use and (b) samples of any other proposed use of the Licensed Intellectual Property, including but not limited to, use on public right-of-way, advertising, packaging, signage, or other use, for approval by the City before any such use of the Licensed Intellectual Property is made public. Samples shall include such information on the surrounding area and/or context for the use sufficient to allow the City to determine whether the proposed use would be prejudicial. The Licensed Intellectual Property shall only be used in connection with the Licensed Use after approval by City. Licensee may not alter approved designs for the Licensed Use without the express written approval of the City. The Licensed Use that is made public shall conform to the quality levels specified by City and be in conformity with the representative samples approved by the City. Any samples attached to this Agreement in **Exhibit A** are hereby approved by the City for use by Licensee, but the City's authorization extends only to the Use(s) depicted in **Exhibit A** and other uses preapproved by the City in writing.

6. Goodwill in Licensed Marks:

Licensee agrees that all goodwill generated from the Licensed Use shall inure to the benefit of the City and the SafeAcross Program. Licensee agrees that the essence of this License Agreement is founded on the goodwill associated with the SafeAcross program and that it is critical that such goodwill be protected and enhanced and, towards this end, Licensee shall not during the Term or thereafter:

- (a) Apply to register or maintain any copyright or trademark application or registration of the Licensed Intellectual Property (modified or otherwise) or any other mark confusingly similar to the Licensed Intellectual Property;
- (b) Challenge the validity of any of the intellectual property rights covering the Licensed Intellectual Property or the ownership thereof by the City;
- (c) Use any colorable imitation of any of the Licensed Intellectual Property, or any variant form (including variant design forms, logos, colors, or type styles) of the Licensed Intellectual Property not specifically approved by City;
- (d) Misuse the Licensed Intellectual Property, or variants or Derivatives thereof;

- (e) Take any action that would bring the City or the Licensed Intellectual Property into public disrepute;
- (f) Take any action that would tend to destroy or diminish the goodwill in the Licensed Intellectual Property; or
- (g) Use the Licensed Intellectual Property for any purpose that is unlawful, prohibited by or outside the terms of this Agreement.

Licensee shall indemnify, defend, and hold harmless SafeAcross and its officers, directors, employees, agents, successors, and assigns against all losses and damages arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) Licensee's breach of any representation, warranty, covenant, or obligation under this Agreement, or (b) use by Licensee of the Licensed Products, or (c) any use, sale, transfer, or other disposition by Licensee of Licensed Products (each an "Action"). City shall notify Licensee in writing of any Action and cooperate with Licensee at Licensee's sole cost and expense. Subject to Section 10, Licensee shall immediately take control of the defense and investigation of the Action and shall employ counsel [of its choice/reasonably acceptable to Licensors] to handle and defend the Action, at Licensee's sole cost and expense. [Licensee shall not settle any Action in a manner that adversely affects the rights of Licensors [or its Affiliates] without Licensors' [or its Affiliates'] prior written consent] [, which consent may not be unreasonably withheld or delayed]. Licensors' [or its Affiliates'] failure to perform any obligations under this Section will not relieve Licensee of its obligation under Section 15 except to the extent Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensors [and its Affiliates] may participate in and observe the proceedings at [its/their] own cost and expense with counsel of [its/their] own choosing.

7. Right to Inspect by the City.

After the initial approval by the City, the City shall have the right to inspect periodically samples of the Licensed Use, to ensure that Licensed Use remains of a proper quality. The City shall have the right at all reasonable times during the Term of this Agreement to inspect the Licensee's marketing, products, materials, marketing plans or proposals, and any and all related materials for the purposes of confirming the Licensee's use of the Licensed Intellectual Property is in conformity with the standards of quality outlined in this Agreement. If through such inspection the City determines that the Licensed Use fails to conform or no longer conforms to the City's quality standards, then the City will describe the nonconformity to Licensee. In any notice disapproving the quality of the Licensed Use, the City shall provide the reasons for disapproval, which shall be based on reasonable criteria consistent with industry practices. Licensee shall correct or restore such quality within thirty (30) calendar days of being notified of such nonconformity. Failure to reach or restore acceptable quality by the deadline (or another deadline mutually agreed upon) shall immediately grant the City the right to terminate the Agreement, and Licensee shall immediately cease using and shall recall any such nonconforming Licensed Use.

8. Applicable Regulations.

The Parties agree to comply with all applicable government regulations. Licensee shall be responsible for, and bear all costs of, obtaining any necessary governmental approval needed in connection with the Licensed Use.

9. Third-Party Intellectual Property Rights.

The City expressly does NOT warrant the Licensee's freedom to make, use or sell items embodying the Licensed Intellectual Property with respect to third party intellectual property rights, and does NOT indemnify the Licensee against third party claims of any type, including but not limited to claims of product liability, trademark infringement or copyright infringement, based on Licensee's manufacture, use or sale of the Licensed Intellectual Property and the Licensed Use. Licensee accepts the risk of possible liability to third parties that Licensee incurs by virtue of the Licensed Use.

10. Indemnity and Hold Harmless.

The City shall not be liable for the quality of the Licensed Use or any complaint issued regarding same. Licensee shall indemnify, defend, and hold harmless the City, and the City's officials, employees, agents, and representatives, from and against all liabilities, claims, actions, demand of liability, suits, and other proceedings, and any losses, damage, sanctions, fines, expenses, costs (including reasonable attorney fees or disbursements), and judgments (collectively "Claims") that are or may be raised by any third party in connection with the manufacture, use, sale, or condition of the Licensed Use and the Licensed Intellectual Property, or related products produced by Licensee, including Claims related to infringement of third party intellectual property rights (including trademark and copyright infringement), industrial rights, bodily injury, product liability, environmental, and human rights. This provision shall be valid and enforceable regardless of whether or not Licensee is in compliance with any quality requirements of this Agreement. Licensee shall not settle any Claims in a manner that adversely affects the rights of the City without the City's prior written consent, which consent may not be unreasonably withheld or delayed.

11. Confidentiality.

Licensee agrees that it will not disclose any of the Confidential Information, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any time thereafter, except as required in the implementation of the SafeAcross program. The Confidential Information shall remain the exclusive and sole property of the City. Licensee shall not retain any copies of the Confidential Information without City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by City, Licensee shall immediately deliver to City all such Confidential Information in its possession or under its control, and shall destroy any copies or electronic records embodying or derived from the Confidential Information. The Licensee shall maintain the Confidential Information in a reasonably secure location and employ precautions to restrict access to, and to protect the confidentiality of, the Confidential Information that, in the aggregate, are no less protective than the precautions it uses to protect the confidentiality of its own comparable confidential information and, in any event, no less than reasonable precautions. Licensee may disclose Confidential Information to the extent Licensee is compelled by law to do so, provided Licensee gives the City prior notice of the compelled disclosure and reasonable assistance, at City's cost, if the City wishes to contest the disclosure.

12. Open Records.

The confidentiality requirements of Section 11 of this Agreement apply only to the extent permitted by the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law"). This Section is not intended to be a waiver of any of the provisions of the applicable Sunshine Law, including, without limitation, the requirement for the Licensee to provide notice and opportunity for City to assert an exception to disclosure requirements in accordance with the Sunshine Law.

13. Legal Remedies.

The City shall have all legal remedies available for any unauthorized, unlicensed use of the Licensed Intellectual Property.

14. Term, Termination and Breach.

- (a) Term: The Term of this agreement is as set out in the definitions section above. At any time prior to the end of the Term, the City and Licensee may agree to renew this Agreement via a written addendum, signed by the City and Licensee. Licensee has 120 days, calculated starting from the first day after the Term concludes, to remove and/or discontinue use of all Licensed Intellectual Property including any derivatives or variations. Licensee thereafter agrees not to use any mark which is substantially similar to or confusingly similar to any of the Licensed Intellectual Property.
- (b) Breach: In the event of a breach by either Party, the non-breaching Party must provide written notice of the breach. If the breach is not cured within thirty (30) calendar days of receiving notice, the non-breaching Party may at its option pursue an action for specific performance or damages, and/or may immediately terminate this Agreement by providing written notice of termination.
- (c) Termination: The License shall expire immediately upon termination of this Agreement, regardless of the reason for termination. Sections (6), (9) and (10) shall survive termination.

15. Miscellaneous Provisions.

- (a) Mutual Representation. Each Party represents to the other Party that it has the full power and authority to enter into this Agreement, and that doing so does not conflict with any other agreement or obligation.
- (b) Entire Agreement and Amendments. This Agreement supersedes all other agreements and understands among the Parties, either express or implied, and constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement. The Parties may amend, modify, and/or alter any or all of the provisions of this Agreement, including adding new provisions, but only by a written instrument executed by both Parties.
- (c) No Waiver. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- (d) Severability. If any provision of this agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded, the rest of the Agreement shall remain in effect.
- (e) Notices. Any notice required under this Agreement shall be sent to the addresses specified by the Parties in the signature block below.
- (f) Relationship of the Parties. The Parties hereto are independent, and no Party is an employee, agent, partner, or joint venturer of the other Parties. Neither Party shall have the right to bind the other Party, whether directly or indirectly,

to any agreement with a third party or to incur any obligation or liability on behalf of such other Party, whether directly or indirectly.

- (g) Disputes. The laws of the state of Missouri, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. Each Party consents to personal jurisdiction and exclusive venue in a state or federal court located in Springfield, Missouri. If any legal or administrative proceeding arises out of this Agreement, the prevailing Party will be entitled to recover, in addition to costs, reasonable attorney fees incurred as a result of the proceeding.
- (h) Force Majeure. Neither Party shall be liable for any failure or delay in the performance or obligation hereunder on account of strikes, riots, fires, explosions, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such Party.
- (i) Counterparts. This Agreement may be executed in multiple counterparts and by facsimile and/or email, and all executed counterparts together shall constitute the original instrument. Faxed or emailed signatures shall be binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Licensee have executed this Intellectual Property License Agreement this ____ day of ____, 202__.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee

SAFEACROSS LICENSEE:

By: _____

Name & Title: _____ Dwain Hahs, Mayor

APPROVED AS TO FORM

City Attorney or designee

APPROVED AS TO FORM

City Attorney or designee

EXHIBIT A

[SafeAcross Implementation Guide]

EXHIBIT B

Intellectual Property Uses and Conditions

- 1) Logo usage – Whenever the Licensee shall follow the SafeAcross Branding Guide. When Licensee plans to purchase products that have the SafeAcross logos on them, the Licensee must obtain prior approval from SafeAcross. Whenever the Licensee plans to produce products, materials or other content outside of the existing SafeAcross toolkit (such as PSAs, graphics, etc.) that uses the logo or otherwise associates with the SafeAcross program, the Licensee shall obtain prior approval from SafeAcross.
- 2) Mr. Walker installations – the Licensee agrees to produce or purchase fluorescent yellow-green “Mr. Walker” statues and potentially “heart-signs” according to SafeAcross’ specifications. **The minimal amount of statues installed at program start is 3 and should increase to 4 within a year’s time and not to exceed 10 at any point.** SafeAcross must approve statue locations and reserves the right the veto locations that appear unsuitable according to SafeAcross’s Installation Specifications and Considerations. Licensee commits to maintaining the statue in a timely manner if it becomes damaged, vandalized or faded. Upon contract termination, any Mr. Walker statues or signs must be removed.
- 3) Student Walkers - installations are allowable at schools which either have pedestrian safety in their curriculum or have a speaker provide SafeAcross content to grades 1st through 3rd (at a minimum) on an annual basis, or for the length of the student statue installation.
- 4) Pedestrian/Trail/School Crossing signs - **The Licensee must utilize fluorescent yellow-green (FYG) crosswalk signs on the roadways that fall under their jurisdiction. If Licensee is updating a “warning yellow” sign inventory to FYG, they may start installing Mr. Walker statues when at least of 50% of the crosswalk signage has been updated to FYG. Licensee works toward having 80% of the crosswalks equipped with FYG signs and reasonably fresh high-visibility markings within a year.** The Licensee is encouraged to work with their state or municipal counterpart to achieve uniformity across a community.
- 5) Crosswalk maintenance - Before program launch, crosswalks that fall under the jurisdiction of the Licensee must be inspected and improved as needed by Licensee. Faded or missing signs or markings must be mediated. Midblock crosswalks and crosswalks across uncontrolled approaches should have complete crosswalk assembly and follow best practices.
- 6) Crosswalks in need of enhancements – SafeAcross reserves the right to delay the launch of a local SafeAcross campaign if crosswalks under the jurisdiction of the Licensee do not provide sufficient protection for pedestrians based on the roadway characteristics. SafeAcross may allow the Licensee to proceed with the program launch if there is a plan to remediate the situation. A “Mr. Walker” statue may not be installed at a problematic crosswalk site as a remedial feature.
- 7) Compliance studies – The Licensee or their contractor must produce quarterly crosswalk compliance studies at 4 locations and publish the results with the local population and SafeAcross.
- 8) Public Education – The Licensee or their contractor or partner will promote pedestrian safety messages regularly digitally and/or in print and will strive to grow its audience. Communication should occur about once a week.