

AN ORDINANCE **2016-12-15-1005**

AUTHORIZING A ONE-TIME LIMITED DURATION LICENSE AGREEMENT WITH ACCU-PRINT FOR THE USE OF THE SAN ANTONIO MISSIONS WORLD HERITAGE TRADEMARK FOR A 2017 CALENDAR FEATURING THE CITY'S FIVE SPANISH COLONIAL MISSIONS.

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WHEREAS, in 2015 San Antonio's five Spanish colonial missions – Mission San Jose, San Juan, Conception, Espada, and the Alamo were designated by the United Nations Educational, Scientific, and Cultural Organization (UNESCO) as World Heritage sites; and

WHEREAS, the City of San Antonio has applied for trademark registration with the United States Patent and Trademark Office (USPTO) for three trademarks associated with these historic structures; and

WHEREAS, the City wishes to grant a license to Accu-Print to use USPTO Trademark Application number 87140231 for the printing and distribution of a free-of-charge 2017 calendar that would promote and publicize the Missions and their historic UNESCO designation; and

WHEREAS, in order to carry out its responsibilities, the City Council desires to also authorize the World Heritage Office to grant licenses for additional uses of the three World Heritage trademarks for non-commercial purposes; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A License Agreement is hereby authorized with Accu-Print for the one-time use of the USPTO Trademark Application number 87140231 in connection with production of a 2017 calendar. The City Manager or her designee is authorized to execute the License Agreement, a copy of which is attached as **Exhibit I**.

SECTION 2. The World Heritage Office is authorized to grant licenses for the non-commercial use of USPTO Trademark Application numbers 87128615, 87128626, and 87140231. The City Manager or her designee is authorized to execute the License Agreements for use of these trademarks in a form consistent with Exhibit I.

SECTION 3. This ordinance shall be effective immediately upon passage by eight affirmative

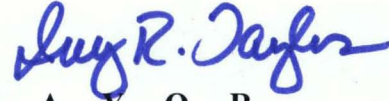
JK

12/15 /16

Item No. 29

votes; otherwise it shall be effective on the tenth day after passage hereof.

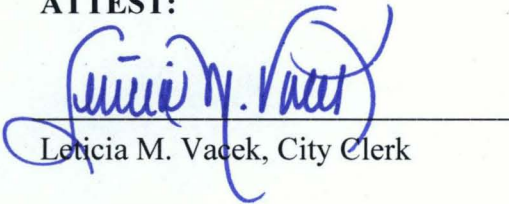
PASSED and APPROVED this 15th day of December, 2016.



M A Y O R

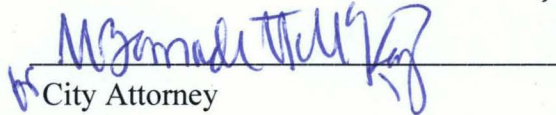
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



City Attorney

Agenda Item:	29						
Date:	12/15/2016						
Time:	11:24:39 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a one-time limited duration license agreement with Accu-Print for the use of the San Antonio Missions World Heritage Trademark for a 2017 Calendar featuring the City's five Spanish colonial missions. [Lori Houston, Assistant City Manager; Colleen Swain, Director, World Heritage Office]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

TRADEMARK LICENSE AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

ACCU-PRINT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS AGREEMENT is made effective the date the last signature to it is obtained (the "Effective Date") by and between the City of San Antonio (hereinafter "COSA" or "Licensor"), a home rule municipality of the State of Texas, and Accu-Print (hereinafter, "Licensee"), a Texas company located at 3503 Crosspoint, San Antonio, TX 78217, hereinafter jointly referred to as the or "Parties."

RECITALS

COSA, to commemorate the selection of the San Antonio Missions as UNESCO World Heritage sites, has sought trademarks on several logos, phrases and designs;

Licensee as a printer of calendars and other materials, seeks to showcase these World Heritage sites;

COSA, in order to promote and bring public awareness of this designation bestowed upon the San Antonio Missions, wishes to allow Licensee to print calendars using COSA's trademark;

Licensee and Licensor now desire to enter a nonexclusive limited-duration trademark license agreement pursuant to the terms of this Agreement.

The parties agree as follows:

1. DEFINITIONS.

(a) "Trademark" means the trademark "San Antonio Missions World Heritage Our Heritage," filed with the United States Patent and Trademark on August 16, 2016 and given serial number 87140231.

(b) "Licensed Products" means a mass printed calendar for the calendar year of 2017 only.

(c) "Territory" means within the United States.

2. GRANT.

(a) Subject to the conditions and limitations set forth in this agreement, Licensor hereby grants to

Licensee a nonexclusive limited duration license in the Territory to use the Trademark in connection with the advertising, promotion, distribution and sale of the Licensed Products.

(b) Licensee acknowledges and agrees that any goodwill arising from its use of the Trademark exclusively inures to the benefit of and belongs to Licensor.

3. QUALITY CONTROL.

(a) Licensee agrees to maintain the quality of Licensed Products as prescribed by Licensor from time to time during the term of this Agreement.

(b) If Licensor determines that Licensee is not meeting the quality standards required by Licensor, Licensor agrees to so advise Licensee in writing and to provide Licensee with reasonable guidance and a commercially reasonable time of no less than 30 days to resume compliance with such standards. If Licensee is unable to resume compliance with the quality standards provided in this Agreement within a commercially reasonable time, Licensor may terminate this Agreement, and the licenses granted under it, without further notice.

4. TERM.

This Agreement will remain in force for the duration of calendar year 2016 and all of calendar year 2017, unless and until otherwise earlier terminated in accordance with the terms of this Agreement.

5. ROYALTIES.

During the term of this Agreement, Licensee will not pay royalties to the Licensor. Consideration for the use of the Trademark shall be the goodwill, publicity, public awareness and promotion of the UNESCO designation by the use of the trademark on Licensee's calendar. Licensee agrees to distribute the calendars for free and not sell these calendars to the public.

6. TERMINATION.

(a) This Agreement may be terminated at any time by Licensee upon 30 days written notice to Licensor.

(b) Licensor may terminate this Agreement at any time for Licensee's breach of this Agreement, provided, however, that Licensor gives Licensee 30 days written notice of such breach and Licensee has failed to cure such breach within 30 days of such notice.

(c) Upon termination of this Agreement for any reason, Licensee's rights to use the Trademark shall automatically cease.

7. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation or amendment of any term or condition of this Agreement will be effective only if signed by authorized representatives of both parties hereto.

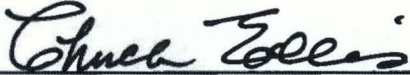
(b) This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the courts located in Bexar County, Texas.

IN WITNESS WHEREOF, the undersigned parties have duly executed this agreement.

CITY OF SAN ANTONIO

ACCU-PRINT

Sheryl Sculley
City Manager



Chuck Ellis
Owner

APPROVED AS TO FORM:
San Antonio City Attorney

Assistant San Antonio City Attorney