



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: November 21, 2019

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed copyright license agreement between Carson City and the Stewart Indian School Cultural Center and Museum, licensing for \$1 per year the use of the Stewart Cultural Center and Museum ornament design, payable by the Center and Museum to the City. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The 2019 ornament for the Historical Buildings Ornament Collection of Carson City depicts the Stewart Cultural Center and Museum. Carson City owns the copyright to the ornament design, and the Stewart Indian School Cultural Center and Museum has requested to use the design as a logo. The proposed copyright license agreement licenses the use of the design to Stewart Indian School Cultural Center and Museum for \$1 per year.

Agenda Action: Formal Action / Motion

Time Requested: 5 mins

Proposed Motion

I move to approve the licensing agreement.

Board's Strategic Goal

Economic Development

Previous Action

NA

Background/Issues & Analysis

Since 2003, the Carson City Redevelopment Authority Citizen's Committee has developed one holiday ornament each year through the Historical Buildings Ornament Collection, which commemorates a different historic building in Carson City, Nevada each year. For 2019, the holiday ornament depicts the Stewart Cultural Center and Museum. Carson City owns the copyright to the ornament, and Stewart Indian School Cultural Center and Museum has requested to use the design as a logo. The proposed copyright license agreement licenses the use of the design to Stewart Indian School Cultural Center and Museum for \$1 per year.

Applicable Statute, Code, Policy, Rule or Regulation

NA

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the copyright license and provide alternate direction to staff.

Attachments:

[19.11.11 Copyright License Agreement.docx](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



COPYRIGHT LICENSE AGREEMENT

This Copyright License Agreement (“Agreement”) is hereby made and entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada (“Licensor”) and the Stewart Indian School Cultural Center and Museum (“Licensee”), each of whom may be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

Whereas, Licensor is the creator of an original work of authorship consisting of a particular logo design known as the “Stewart ornament design” (“Work”) and therefore owns the copyright, title, trademark and all other related rights in and to the Work and also retains the exclusive right to license to others the right to produce, copy, make or sell the Work; and

Whereas, Licensee desires to obtain, and Licensor agrees to grant, a license authorizing the use of the Work by the Licensee in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Term and Termination.

1.1. This Agreement is effective from the date the last signature required is affixed to this Agreement (“effective date”) until December 31, 2025, and renews automatically on January 1 of the following year and each year thereafter upon expiration for successive one-year terms unless sooner terminated by either Party as specified in section 1.2.

1.2. This Agreement may be terminated by either Party, with or without cause, by giving notice to terminate not later than 60 days before the intended date of termination.

1.3. The Parties agree that upon termination of this Agreement, Licensee may continue use of the Work in accordance with this Agreement in any materials created before the date of termination. Licensee shall immediately discontinue use of the Work in any materials created on or after the date of termination.

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2. Consideration.

2.1. Licensee agrees to pay Licensor \$1.00 (one dollar) for each year of the term of this Agreement and for each successive term if renewed, payable on the effective date and annually thereafter on the same date in each subsequent year.

3. Grant of License and Rights.

3.1. The Work that is the subject of this Agreement is more particularly described in Exhibit A, attached herewith and specifically made a part of this Agreement by this reference.

3.2. Licensor hereby grants to Licensee a non-exclusive, non-transferrable license to use the Work for the term of this Agreement.

4. Ownership of Work.

4.1. Licensee expressly acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated rights, and Licensee agrees not to claim or represent ownership rights to the Work, or any derivative, compilation or related works owned or used by Licensor. Licensee further agrees that nothing in this Agreement may be construed to give Licensee any right, title or interest in the Work other than the right to use the Work in accordance with this Agreement.

4.2. Licensee agrees not to use the Work in any manner other than as expressly authorized by this Agreement, and that the unauthorized use or distribution of the Work or any part thereof is unlawful and may expose the unauthorized user to damages in contract and in tort. Licensee agrees to be liable for any damage resulting from a violation of this Agreement, including any infringement of Licensor's copyright or any other proprietary right in the Work.

5. Limitations on Use of Work.

5.1. Except as otherwise specifically provided by this Agreement, Licensee shall not sublicense the Work or intentionally permit any person other than Licensee or its authorized representative to use the Work.

5.2. Except as otherwise specifically provided by this Agreement, Licensee shall not copy, modify, alter, supplement, rebrand or create derivative work of the Work without the prior written consent of Licensor.

5.3. Licensee may use, reproduce, display and distribute the Work in accordance with the terms of this Agreement for its own internal business purposes and for its own commercial business purposes, including advertising, marketing and sales. Licensee agrees to conspicuously attribute copyright ownership to Licensor whenever reasonably practicable.

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6. Notice.

6.1. All notices or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been duly given if delivered personally in hand, by email, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail. Such writing must be addressed to the other Party at either the email or mailing address specified below:

Notice to Licensee shall be addressed to:

Bobbi Rahder, Museum Director (or successor)
Stewart Indian School Cultural Center and Museum
State of Nevada Indian Commission
5366 Snyder Avenue
Carson City, NV 89701
brahder@nic.nv.gov

Notice to Licensor shall be addressed to:

Nancy Paulson, City Manager (or successor)
201 North Carson Street, Suite 2
Carson City, NV 89701
npaulson@carson.org

7. General.

7.1. This Agreement and the attached Exhibit A constitute the entire agreement of the Parties and supersede all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

7.2. No modification or claimed waiver of any provision of this Agreement is valid except by written amendment signed by the Parties.

7.3. If any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with state or federal laws, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby.

7.4. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision, and a waiver of any breach of this Agreement shall not be construed as a continuing waiver of any other breach of the same or another provision of this Agreement.

7.5. This Agreement and any claim, controversy, dispute or cause of action arising from or relating thereto shall be governed by and construed in accordance with the laws of the United States and the State of Nevada.

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7.6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby as follows:

Carson City (Licensor)

Approved as to form and legality:

By: _____
Bob Crowell, Mayor

By: _____
Deputy District Attorney

Dated: _____

Dated: _____

Attest: _____
Aubrey Rowlett, Clerk-Recorder

Dated: _____

Stewart Indian School Cultural Center and Museum (Licensee)

By: _____
Bobbi Rahder, Museum Director

Dated: _____

EXHIBIT A

Description of Work:

The Work is an original work of authorship in the form of the following logo design:

BEACON
DESIGN
By ChemArt

Job#: 61083-1
Dimensions: 3.2"W x 2.5"H
Designer: DM
Forming: Dap-back, assemble.

Digital print

FRONT



BACK

