

**UNIFORM PUBLIC OFFENSE CODE  
LICENSING AGREEMENT 2024  
40th Edition**

This **LICENSE AGREEMENT**, dated \_\_\_\_\_, between the League of Kansas Municipalities (League), an instrumentality of its member cities, and the City of \_\_\_\_\_ (City), a Kansas municipality.

**Background**

1. This License Agreement sets forth the terms and conditions applicable to the City's access to, and use of, Uniform Public Offense Code (UPOC) 40th Edition in electronic format as published by the League in 2024.
2. The UPOC contains proprietary material of the League that is protected by copyright and other laws respecting proprietary rights.
3. The League publishes the UPOC for use by the City in law enforcement and contemplates that the City may amend the document as appropriate for the needs of the City.
4. Nothing in this License Agreement is intended to impair the City's right to adopt any or all of the UPOC by ordinance or to change any sections deemed advisable by the City.

Accordingly, the parties agree as follows:

1. **PRICE.** The City will pay the price set on [www.lkm.org](http://www.lkm.org) website in exchange for a license for the use of the individual and / or website edition of the 40th Edition of the UPOC. This License Agreement shall cover all purchased licenses by the City.
2. **PERMITTED USES.** The following uses are permitted under this Agreement:
  - a. The City may upload the electronic version of the 40th Edition of the UPOC on the City's official website, subject to purchase of the website option.
  - b. The City may download the electronic version of the 40th Edition of the UPOC on individual computers located in patrol vehicles of law enforcement officers or download it on the City's server for access by law enforcement officers in City patrol vehicles, subject to purchase of the individual user's option.
  - c. The City may merge the electronic text with the City's amendments as well as with other ordinances and codes. In the event the City amends or modifies the UPOC, such document shall be titled *40th Edition Uniform Public Offense Code for Kansas Cities as modified by the City of* \_\_\_\_\_.
  - d. The City may make copies of individual sections of the 40th Edition of the UPOC for use by any City employee or member of the public.

**3. PROHIBITED USES.** The City may not use the electronic version of the 40th Edition of the UPOC in any of the following ways:

- a. The City may not load the electronic version of the 40th Edition of the UPOC on any computer in which the City has not paid for an individual license.
- b. The City may not continue to use the electronic version of the 40th Edition of the UPOC after the term of this License Agreement expires.
- c. The City may not use the electronic version of the 40th Edition of the UPOC to update the City's ordinances for future years without entering into a subsequent licensing agreement with the League.
- d. The City may not sell or transmit the 40th Edition of the UPOC to any third party for any reason.
- e. The City may not reproduce copies of the 40th Edition of the UPOC.

**4. TERM.**

- a. The licenses granted under this License Agreement shall be effective for a period beginning July 1, 2024 and ending on June 30, 2025.
- b. In the event that the League decides to publish a new edition of the UPOC in 2025, if the City's order for the new edition is received by the League before July 1, 2025, the City may continue to use the electronic version of the 40th Edition until the new edition arrives, In the absence of such extension, at the end of the period stated above, no continued use shall be made of the electronic version of the 40th Edition of the UPOC published in 2024.
- c. In the event that the League chooses to not publish a new edition of the UPOC in 2025, the City may extend the licenses granted under this License Agreement by signing a new one-year Licensing Agreement for the 40th Edition. In the absence of such extension, at the end of the period stated above, no continued use shall be made of the electronic version of the 40th Edition of the UPOC.
- d. Cities that purchase the website version of the 40th Edition of the UPOC may continue to provide access to the 40th Edition on their website after the term of this License Agreement by either ordering the newest website edition of the UPOC published by the League or by signing a new one-year Licensing Agreement.

**5. BREACH.** In the event that the City utilizes the electronic version of the UPOC beyond the scope of this License Agreement, the City shall pay any and all damages required to make the League whole for the additional use. This License Agreement does not preclude the League from pursuing any additional claim for copyright infringement in addition to any breach of contract claim arising from this Agreement.

**6. GENERAL PROVISIONS**

- a. *Merger.* This constitutes the whole agreement between the parties and supersedes all prior negotiations and agreements.
- b. *Successors and Assigns.* This License Agreement binds and benefits the parties and their respective successors and assigns.

- c. *Governing Law.* This License Agreement is to be governed by and construed in accordance with the laws of Kansas, without regard to its conflict of law principles.
- d. *Notice of Breach.* All notices of breach of this License Agreement shall be given in writing.
- e. *Severability.* If any provision of this License Agreement is illegal or unenforceable, that provision is severed from this License Agreement and all other provisions remain in force.
- f. *Amendments.* This License Agreement may be amended only by an agreement in writing.

**7. ACCEPTANCE OF ALL TERMS.** The receipt of a signed copy of this License Agreement from the City to the League constitutes acceptance of all terms set forth herein.

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Signature

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Print Name

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Date