



**Kansas Association of REALTORS®
Keynote Professional Development Series
Association Partnership Agreement**

This Partnership Agreement (the “Agreement”) is entered into by and between the Kansas Association of REALTORS® (KAR), a Kansas non-profit organization, and Southwest Kansas Board of REALTORS® (the “Partnering Association”).

1. **EFFECTIVE DATE:** This Agreement is entered into as of _____ (the “Effective Date”).

2. **TERM OF AGREEMENT:** The term of this Agreement (the “Term”) shall be for a period of one (1) year commencing on the Effective Date and shall automatically renew for successive one (1) year periods unless either party provides written notice of its intent to terminate this Agreement at least sixty (60) days prior to the expiration of the then current year of the Agreement.

3. **PRODUCT DESCRIPTION:**
 - A. The Keynote Professional Development Series (the “Keynote Series”) is a series of online, video-based courses consisting of continuing education, REALTOR® designation and non-credit training courses for real estate licensees.
 - B. Keynote Series courses are approved for continuing education in both Kansas (4 hours of CE) and Missouri (3 hours of CE) with the exception of Beneath the Surface: Anatomy of a House, which is approved for 6 hours of CE in both Kansas and Missouri.
 - C. Keynote Series courses include audio, print and video content. The courses may also include voice over sections and animated presentation segments. All courses include module reviews, module quizzes and final exams intended to help meet each state’s requirements for real estate continuing education.
 - D. In the event that a potential purchaser clicks on the Partnering Association’s hyperlink to the purchase page, does not purchase a Keynote Series course, and subsequently returns to the Keynote Series website to purchase a course, the Keynote Series system will recognize and credit the purchase based on the click from the Partnering Association’s hyperlink for up to 45 days.
 - E. The Keynote Series shall be managed and delivered exclusively through a proprietary system owned and operated by KAR (the “System”).

4. **OWNERSHIP AND PERMISSIBLE USE OF THE KEYNOTE SERIES CONTENT:**
 - A. KAR grants the Partnering Association a non-assignable, non-exclusive and limited license to distribute the Keynote Series delivered within the System through a hyperlink placed on the Partnering Association’s website. Any other method of course distribution/management of the content contained in the Keynote Series shall be strictly prohibited without the prior express written permission of KAR.

- B. All audio, print or video content or any other content in any form contained in the Keynote Series and made available to the Partnering Association is the exclusive and sole property of KAR and the featured speakers in the Keynote Series and cannot be used in any manner or for any purpose not expressly authorized in writing by KAR.
- C. Partnering Association shall not alter any content (audio, text, video segments, etc.) in any manner, including the extraction of content from a Keynote Series course or an abbreviated production, such as a video clip or marketing piece, without the prior express written permission of KAR.
- D. Partnering Association shall not distribute or offer Keynote Series courses or abbreviated productions in partnership with any other person or entity without the prior express written permission of KAR.
- E. Partnering Association shall not provide Keynote Series content to any other person or entity for resale or any other purpose without the prior express written permission of KAR.
- F. Partnering Association agrees and acknowledges that the content providers and speakers featured within the Keynote Series expressly reserve the right to distribute or offer for sale approved Keynote Series courses or abbreviated productions on their respective websites without paying compensation under this Agreement to the Partnering Association.

5. RESPONSIBILITIES OF KAR UNDER THE AGREEMENT:

- A. During the Term of this Agreement, KAR shall make the Keynote Series available as provided in this Agreement to the Partnering Association.
- B. KAR shall provide Partnering Association with a unique hyperlink, to be displayed on Partnering Association's website, which will record and track any purchases attributed to this unique hyperlink.
- C. Keynote Series content and courses shall be developed and updated at the sole discretion of KAR. Upon the request of the Partnering Association, KAR may customize the Keynote Series course content for the Partnering Association. Partnering Association agrees to pay the full cost of customizing the requested Keynote Series course content as agreed to in a subsequent written agreement of the parties.
- D. KAR shall ensure that the System allows students to print out certificates for Keynote Series course completions and to automatically send a copy of the course completion certificates to the Kansas Real Estate Commission through electronic mail. KAR shall also ensure that the System compiles and sends a detailed list of course completions to the state's real estate regulatory office through electronic mail at a pre-scheduled time as required by the Kansas and/or Missouri Real Estate Commissions.
- E. Partnering Association agrees and acknowledges that KAR makes no representations or warranties that the operation of the Keynote Series and the System will be uninterrupted or without reasonable service interruptions. While KAR shall make every effort to safeguard against interruptions in service and to ensure timely response and correction of any technical difficulties with the System, in no event shall KAR be liable to the Partnering Association nor any other person or entity for any damages, including but not limited to any loss of revenue, delays in student course completion or other incidental or consequential damages arising out of the operation or non-operation of the Keynote Series and the System.

6. RESPONSIBILITIES OF PARTNERING ASSOCIATION UNDER THE AGREEMENT:

- A. Partnering Association shall be solely responsible for actively marketing the Keynote Series courses within the jurisdiction of the Partnering Association.

7. REVENUE SHARING:

- A. For the first 5 (total) courses sold by the Partnering Association, Partnering Association shall be entitled to 30% of the net income from every Keynote Series course purchased through the Partnering Association’s website. For every course sold after the initial 5 (total) courses, Partnering Association shall be entitled to 40% of the net income from every Keynote Series course purchased through the Partnering Association’s website.
- B. Within 30 days following the conclusion of every month, KAR shall prepare a monthly report on the number of courses sold through the Partnering Association’s website and calculate and distribute to the Partnering Association the payment owed under Section 7(A) of this Agreement. The monthly report on the number of courses purchased through the Partnering Association’s website shall be sent to the Partnering Association along with the monthly payment.

8. ENTIRE AGREEMENT OF THE PARTIES: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, discussions, proposals, representations or warranties, whether written or oral, with regard to the subject matter of this Agreement. There shall be no modification of any terms or conditions of this Agreement unless such modification has been agreed to in writing and signed by both parties.

Authorized Representative for KAR:

Authorized Representative for Partnering Association:

Name (Please Print)

Name (Please Print)

Title

Title

Signature

Signature

Date

Date