

CSRE COURSE LICENSE AGREEMENT

This License Agreement (the “Agreement”) is entered into as of _____ (“Effective Date”) by and between the Center for Specialized REALTOR® Education (“CSRE”), an Illinois non-profit corporation with its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611, and _____ (“Licensee”) with its principal place of business at _____ (jointly, “Parties”).

WHEREAS, CSRE has developed a Course and Presentation as defined in the Appendix;

WHEREAS, Licensee wishes to present such Course and/or Presentation and has the means, knowledge, and resources necessary to do so; and

WHEREAS, CSRE wishes to license the Course and/or Presentation in furtherance of its mission as an educational entity serving the real estate industry;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

I. DEFINITIONS

Act shall have the meaning set forth in Section III(B).

Approved Course Instructors Website means the dedicated web location as defined in the Appendix from where Licensee can obtain the CSRE-Approved Instructor List for this course and the Instructor Application.

Course means the course developed by CSRE as defined in the Appendix.

CSRE means Center for Specialized REALTOR® Education, a wholly owned subsidiary of the National Association of REALTORS® (“NAR”).

Effective Date will have the meaning set forth in the introductory paragraph of this Agreement.

Marks means an entity’s name, logo, membership marks, trademarks, trade names and all other branding.

Materials means all materials and subsequent updates thereof for the Course and the Presentation, including without limitation, promotional materials, course outlines, instructor manuals and student manuals, PowerPoint® files and other visuals, exams, answer keys, student rosters, course-instructor evaluation forms, and course presentation policies and procedures.

Materials Website means the dedicated web location as defined in the Appendix from where Licensee can electronically download the Materials.

Presentation means the supplemental recorded video presentation (if any) developed by CSRE and defined in the Appendix.

Term means the term of this Agreement, beginning on the date on which Licensee executes this Agreement and ending upon termination pursuant to Section V.

II. MATERIALS

A. License.

1. CSRE hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the copyrighted Materials for presenting the Course, and any modifications thereto that are subsequently made by CSRE during the Term, strictly in accordance with the terms and conditions set forth herein and for no other purposes.
2. This license will terminate with the expiration or the earlier termination of this Agreement.
3. Licensee expressly acknowledges CSRE's exclusive ownership of all right, title and interest, including copyrights, in all of said Materials, except where the copyright of another party is expressly noted.

B. Compliance with Applicable Laws. Licensee shall comply with all applicable local, state and federal laws in its offering and promotion of the Course and/or Presentation.

C. Indemnifications.

1. Licensee shall indemnify, defend and hold harmless NAR, CSRE, and their respective officers, directors, members, agents and employees (“Indemnified Parties”) from and against all liabilities, claims, costs and expenses (including attorney’s fees), arising out of or in connection with Licensee’s offering or promotion of the Course and/or Presentation, including without limitation any allegations of: (i) defamation; (ii) noncompliance with Title III of the Americans with Disabilities Act; (iii) harassment, unlawful discrimination or other misconduct; (iv) infringement of the intellectual property rights of third parties arising from authorized or unauthorized changes made to any Course and/or Presentation by Licensee or Instructor; (v) noncompliance with any applicable local, state and federal laws, including without limitation laws that govern the promotion of Course and/or Presentation by telephone, email and facsimile, and other relevant privacy laws; or (vi) inaccuracy or incompleteness in any unauthorized modifications to Course and/or Presentation made by Licensee or Instructor. Licensee shall further indemnify, defend and hold harmless Indemnified Parties from and against all liabilities, claims, costs and expenses (including attorney’s fees), arising out of or in connection with any disputes arising from the engagement of instructors pursuant to Section [III(D)] hereof, including disputes regarding instructor payments and contracts or other agreements entered into between Licensee and instructors.
2. CSRE shall indemnify, defend and hold harmless Licensee and its respective officers, directors, agents and employees from and against all liabilities, claims, costs and expenses (including reasonable attorney’s fees), arising out of or in connection with an allegation that the Materials or Presentation, as provided by CSRE, infringed on the intellectual property rights of third parties. This Section II(C)(2) will not apply, and CSRE shall have no obligations hereunder, for any materials reproduced or used in violation of Section III(E) “Materials” hereof.
3. The indemnity provisions will survive the termination or expiration of this Agreement.

III. COPYRIGHT AND OWNERSHIP

Licensee acknowledges and agrees that the Course, Presentation and the Materials are proprietary, an original work(s) of authorship of, or licensed or assigned to CSRE, and are protected under the United States copyright, trademark, patent and/or trade secret laws of general applicability. Licensee further acknowledges and agrees that all right, title and interest in and to the Course and Materials, and any portion of the Course and Materials, together with any modifications, enhancements, including all copyright rights, are and will remain with CSRE. Licensee agrees to assign exclusively and transfer to CSRE any and all right, title, and interest, including all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits and other recoveries related thereto. Licensee agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. This provision will survive the termination or expiration of this Agreement.

IV. LOGISTICS FOR ALL COURSES AND PRESENTATIONS

CSRE RESERVES THE RIGHT TO UNILATERALLY MODIFY THE OPERATIONAL PROCEDURES SET FORTH IN THIS SECTION IV UPON REASONABLE NOTICE TO LICENSEE, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, NOTICE BY EMAIL.

- A. Classroom Logistics.** Licensee shall offer the Courses or Presentations in a live classroom format only and shall be responsible for all logistical details in connection with said presentation, including, without limitation: (1) classroom set-up and facilities; (2) all audiovisual equipment; and (3) refreshments.
- B. Americans with Disabilities Act.** Licensee acknowledges that its offering of the Courses or Presentations is covered by Title III of the Americans with Disabilities Act (“The Act”) and in this connection, warrants that its goods, services, facilities, privileges, advantages and accommodations are and will be in full compliance, to the extent applicable, with the Act and any regulations or guidelines pursuant thereto or as hereafter supplemented or amended. Such compliance shall be inclusive of, but not limited to, accessible and barrier-free meeting and classroom space, and auxiliary aids and/or services reasonably requested by prospective students.
- C. Promotions.**
1. Licensee shall be responsible for all other promotion, marketing and advertising of its Course and/or Presentation and compliance with all local, state and federal laws pertaining to same.
 2. Licensee may use any promotional materials that are provided by CSRE, but may make no material modifications of same without CSRE's prior written approval.
 3. Licensee may also, at its own cost, develop its own promotional materials which is subject to NAR's review and approval.
- D. Instructors.**
1. Licensee must only engage instructors whose names appear on the CSRE-Approved Instructor List, which is maintained at the Approved Course Instructors Website
 2. If Licensee is unable to engage an instructor from the CSRE-Approved Instructor List, then Licensee may engage another instructor only on the condition that such instructor complete the CSRE Course Instructor Application at the Approved Course Instructors

Website and submit it and other required documentation to CSRE. If such instructor is not approved by CSRE, the Licensee must seek another instructor under the same condition.

3. Licensee must negotiate with, retain and compensate CSRE-approved instructors directly. In any agreement entered into between Licensee and Instructor or other third parties in furtherance of the Course and/or Presentation, Licensee shall make sure to include the following language:

“No Recourse. [Contracting Entity] agrees that all claims, obligations, Losses, or causes of action that may arise under or otherwise be connected with this Agreement may be made only against [Licensee]. The National Association of REALTORS® and the Center for Specialized REALTOR® Education (“Nonparties”) will have no liability, whether in contract or in tort, in law or in equity, or granted by statute, for any claims, causes of action, obligations, or losses arising under, out of, in connection with, or related in any manner to this Agreement. To the maximum extent permitted by law, [Contracting Party] hereby waives and releases all such liabilities, claims, causes of action, and obligations against non-parties. This provision will survive the termination or expiration of this Agreement.”
4. Licensee may not identify an instructor as the instructor for a Course and/or Presentation until said instructor’s name appears on CSRE-Approved Instructor List or CSRE otherwise confirms in writing that said instructor is approved.
5. CSRE may refuse to include an instructor on its Approved Instructor List or may remove an instructor from the Approved Instructor List for any of the following: (a) failure to abide by any provision in the Instructor Application, whether or not signed by the instructor; (b) violating CSRE policies; (c) unfavorable evaluations from students; or (c) other good cause as reasonably determined by CSRE.
6. Licensee must notify CSRE of any alleged violations of Section 5 above and will cooperate fully with CSRE in any investigations of or disciplinary actions with respect to such violations.
7. If CSRE removes an instructor whom Licensee has engaged to teach a scheduled Course and/or Presentation from its Approved Instructor List, CSRE will contact Licensee to discuss alternative arrangements. CSRE will have the right to require that said instructor not be allowed to teach the scheduled Course and/or Presentation and CSRE will have no financial responsibility with respect to any monies owed by Licensee to said instructor.

E. Materials.

1. Upon execution of this Agreement, Licensee may download the Materials that Licensee, pursuant to this Agreement, has permission to present.
2. CSRE may, from time-to-time, post updated versions of the Materials at the Materials Website and post notice of same. **LICENSEE IS RESPONSIBLE FOR DOWNLOADING AND REPRODUCING THE MOST RECENT VERSION OF ALL MATERIALS. LICENSEE MUST CHECK SAID WEB SITE IMMEDIATELY PRIOR TO REPRODUCING OR PRESENTING ANY MATERIALS. SUCH REPRODUCTION MUST BE DONE AS CLOSE IN TIME TO THE RESPECTIVE COURSE AND/OR PRESENTATION AS FEASIBLE.**

CSRE WILL HAVE NO LIABILITY FOR ANY CONSEQUENCES WHATSOEVER ARISING OUT OF LICENSEE'S FAILURE TO DOWNLOAD AND/OR TO PRESENT THE PROPER VERSION OF MATERIALS.

3. Licensee may reproduce and distribute said Materials for the purposes set forth herein, limited to one copy per instructor and one copy per student registered for the Course. Licensee may not otherwise display, reproduce or distribute the Materials without the prior written approval of CSRE.
4. Licensee may provide passwords and instructions on downloading the Materials only to those persons who are directly involved with the reproduction and distribution of the Materials and must be responsible for any misuse of the Materials by said persons.
5. Upon termination of this Agreement, Licensee must promptly destroy any copies of the Materials it has downloaded or reproduced.

F. Restrictions on Modifications and Customizations.

1. Licensee may make no change, alteration or modification to any Materials without the prior written approval of CSRE;
2. Licensee also agrees that it will not create any derivative works of the Course, the Materials or the Presentation without the prior written approval of CSRE.
3. Licensee may make only the following changes to the PowerPoint® presentations included in the Materials. However, Licensee agrees to undo or to modify any changes upon CSRE's request:
 - a. Cosmetic changes in the colors, fonts and backgrounds used in the slides;
 - b. Functional changes in the way the slides and bullets transition; and
 - c. The addition of relevant and appropriate local and regional examples.

G. Student Registration and Responsibility to Complete Student Roster.

1. Licensee must register students for each offering of the Course and/or Presentation.
2. All students who attend the Course and/or Presentation must be listed in an electronic roster provided by CSRE, which can be downloaded from Materials Website. The roster must include each student's:
 - a. Course or Presentation (please specify if the student completed the course)
 - b. NRDS ID number (if NAR member)
 - c. First name
 - d. Last name
 - e. Email address

H. Tuition Fees.

1. CSRE encourages Licensee to offer the Course and/or Presentation for free tuition or at cost to allow the greatest number of students to register for the Course and/or Presentation.

I. Exam.

1. Materials for the Course include an exam, which may be administered if state licensing requirements necessitate an exam for continuing education.
2. No earlier than fifteen (15) days before the completion of the Course presentation, Licensee may download the exam and the answer key from the Materials Website.
3. Licensee may make copies of the exam, limited to the number of students who will be taking the exam.
4. Licensee must at all times safeguard the integrity of the exam and answer key by keeping all paper copies under lock and key until needed, by password-protecting any electronic files, by not allowing examinees to keep or make copies of the exam or answer key and by taking such other precautions as are necessary to keep the exam and answer key secure.
5. Licensee will grade each exam, pursuant to the then-current answer key.

J. Post-Course and Presentation Responsibilities.

1. Within ten (10) business days after the conclusion of a Course and/or Presentation, Licensee must complete the electronic roster form located at the Materials Website and email the roster form to CSRE at the required email address listed in the Appendix. All students who attended the Course and/or Presentation shall be listed on the roster.
2. Within ten (10) business days after the conclusion of a Course and/or Presentation, Licensee shall provide CSRE with:
 - a. A student-completed instructor-course evaluation form (the most current evaluation form from Materials Website) for each student.
 - b. Any other forms or documents that CSRE may request.

K. Continuing Education. Licensee agrees to secure real estate continuing education credit for the Course, if available, and to maintain sufficient records and to issue documentation to the students for same.

L. Cancellations. Immediately upon becoming aware that a Course and/or Presentation is to be canceled, Licensee must inform CSRE of such cancellation. Should Licensee cancel any Course and/or Presentation for any reason, CSRE will have no responsibility for any financial losses, including without limitation instructor fees or non-refundable airfares or other travel expenses incurred by students or instructors who were to have attended such Courses and/or Presentations.

V. NO EXCLUSIVITY

A. Presentations by Others. Licensee acknowledges that the licenses granted under this Agreement are non-exclusive and that CSRE may give other entities the rights to offer the Course and/or Presentation or use the Materials.

B. Presentations by CSRE. CSRE may also promote and offer the Course and/or Presentation or use the Materials at any time and for any reason.

- C. **CSRE and Licensee Advertising/Promotions.** Licensee hereby acknowledges that neither CSRE's nor any Licensee's advertising and promotion of alternative offerings of the Courses and/or Presentations in any print or online publication of CSRE or any Licensee, via their websites or at any of their business meetings shall be a violation of the terms of this license.

VI. TERMINATION

- A. **Notice.** CSRE may terminate this Agreement for any reason upon thirty (30) days written notice to Licensee, or immediately upon Licensee's breach of any term of this Agreement.
- B. **Post-Termination.** Upon such termination or expiration of this Agreement, Licensee must immediately discontinue its offerings of the Course and/or Presentation, its use of all Materials, provided, however, that, except in the case of termination due to Licensee's breach of this agreement, it may use the relevant Materials for already-scheduled Courses and/or Presentations for which more than five (5) students have already registered.

VII. GENERAL PROVISIONS

- A. **Relationship Between Parties.** Licensee will have no authority to bind or commit CSRE by promise or representation unless specifically authorized in writing by CSRE. Nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Licensee and CSRE.
- B. **Trademark.** Licensee hereby acknowledges that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE® and the REALTORS® Logo ("NAR Marks"), and that CSRE is the sole and exclusive owner of trademark and other rights in certain marks, including "CSRE" and "Center for Specialized REALTOR® Education". Licensee must endeavor to assure that NAR Marks and CSRE Marks are used only in accordance with the policies and guidelines of NAR and CSRE relating to such use and, further, that NAR Marks shall never be used interchangeably with "real estate agent" or "real estate broker," or in any context that suggests that a person may be a REALTOR® without reference to membership status in NAR.

The NAR trademark policies and guidelines are:
<https://www.nar.realtor/membership-marks-manual>.

- C. **Governing Law.** This Agreement shall be governed by Illinois law without reference to its conflicts of law principles. Any legal action brought by either party arising out of or relating to this Agreement must be filed with the appropriate Federal or State court located in Chicago, Illinois, and each party irrevocably consents and submits to the exclusive jurisdiction of such courts in respect of such litigation and agrees not to contest any such jurisdiction
- D. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which will constitute one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a Party, may be delivered to the other Party hereto by electronic transmission of a copy of this Agreement bearing the signature of the Party so delivering this Agreement. .

E. Notice. All notices under this Agreement that are required to be in writing shall be addressed as follows:

To Licensee:

To CSRE:

Center for Specialized REALTOR® Education
430 N. Michigan Avenue
Chicago, IL 60611
Attn: Sarah Hogan
E-mail:

Each party may, by written notice, change the address to which its notices are to be sent. Notices that are not expressly required to be in writing, pursuant to this Agreement, may be communicated by email or facsimile.

E. Waiver. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision of this Agreement, nor of the right of any party thereafter to enforce such provision.

F. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be construed in order to effectuate the purpose and intent of this Agreement.

G. Survival. The rights and obligations set forth in the following sections of this Agreement shall remain in effect after termination or expiration hereof:

II(A)(3)

II(C)

IV(I)(4)

IV(J)

V

VI

VII

H. Assignment. This Agreement may be assigned by CSRE to its successors and assigns and by their successors and assigns. Licensee may assign this Agreement only with the advance written approval of CSRE or its successors or assigns.

I. Entire Agreement and Modification. This Agreement constitutes the final written expression of the total agreement between the parties regarding the subject matter hereof, and is a complete statement of those terms. It supersedes all understandings and negotiations, whether written or oral, concerning the matters specified herein. No amendment or modification of this Agreement shall be effective or binding upon either party unless it is set forth in writing and signed by both parties..

IN WITNESS WHEREOF, CSRE and Licensee, acting through their duly authorized representatives, hereby execute this Agreement.

For Licensee:

For CSRE:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____