

DATE 2019

**SAMPLE AFFILIATE AGREEMENT:  
“THE ULTIMATE GRANT PROPOSAL BLUEPRINT” COURSE:**

**Affiliate:** [Name of Association] (“Affiliate”)

**Principal:** GrantsMagic U, a DBA of Maryn Boess Resources LLC

[Name of Association] (“Affiliate”) and GrantsMagic U enter into this Affiliate Agreement, in good faith, for the purpose of promoting and delivering a training program, “The Ultimate Grant Proposal Blueprint,” owned by GrantsMagic U, in 2019.

Following are the agreed-upon terms and conditions regarding roles, responsibilities, and compensation under this Affiliate Agreement.

**1. Scope of Agreement**

- This Agreement is in effect solely and specifically for the promotion and delivery of the training course “The Ultimate Grant Proposal Blueprint” according to the schedule set out below.
- The Agreement is in force from the date of signature through the full performance of the Agreement’s terms and conditions related directly to the Winter/Spring 2017 delivery of “The Ultimate Grant Proposal Blueprint” training course.

**2. Programming and Schedule**

The training program is titled “The Ultimate Grant Proposal Blueprint.” It consists of a series of 8 pre-recorded video-based modules, with accompanying downloadable print materials, uploaded to an online course delivery site branded as “GrantsMagic U” (<http://u.grantsmagic.org>).

- The program “launches” with a free webinar produced and presented by GrantsMagic U, in partnership with Affiliate.
- For those enrolling in the 8-session course, the 8 modules will be released weekly according to the schedule below. (NOTE: These are the dates each session becomes available; participants can download the materials and also have online access for 12 months.)
- For those in the course there are also three live, one-hour Q&A calls.

<b>ULTIMATE GRANT PROPOSAL BLUEPRINT 2019 (draft)</b>	
Winter/Spring 2019:	
<i>Marketing kick-off webinar:</i>	<i>Jan. 3-Jan. 31</i>
KICK-OFF WEBINAR:	Thurs., Jan. 31
<i>Start marketing full course:</i>	<i>Jan. 31-Feb. 28</i>
COURSE BEGINS: Weekly releases	Feb. 25-Apr. 15
Summer 2019:	
<i>Marketing kick-off webinar:</i>	<i>Apr. 23-May 21</i>
KICK-OFF WEBINAR:	Tues., May 21
<i>Marketing full course:</i>	<i>May 21-June 20</i>
COURSE BEGINS: Weekly releases	June 17-Aug. 5
Fall 2019:	
<i>Marketing kick-off webinar:</i>	<i>Aug. 22-Sept. 19</i>
KICK-OFF WEBINAR:	Thurs., Sept. 19
<i>Marketing full course:</i>	<i>Sept. 19-Oct. 16</i>
COURSE BEGINS: Weekly releases	Oct. 14-Dec. 2

GrantsMagic U is wholly responsible for developing the curriculum, creating and managing the registration process, producing the materials, and managing and maintaining the online course delivery site.

### **3. The Affiliate Process**

As an Affiliate, [Name of Association]'s primary role is to take the lead in marketing/outreach to nonprofits in its service territory (both members and non-members).

- a. On signing this agreement, GrantsMagic U will set up an Affiliate Account for [Name of Association], through the GrantsMagic U online course delivery platform. [Name of Association] will receive instructions for accessing this account and will be free to access it at any time.
- b. As an Affiliate, [Name of Association] will be assigned a unique URL to use in all marketing communications about the course. This is the URL that all [Name of Association] contacts will use to register for the course.

- c. When [Name of Association] contacts click on this unique URL, they will be automatically “tagged” to [Name of Association]’s Affiliate Account.
- d. When [Name of Association] contacts use the unique URL to register and pay for the course, their payment is entered automatically on [Name of Association]’s Affiliate Account and the agreed-upon Affiliate fee is calculated and recorded.
- e. GrantsMagic U will cut a check to [Name of Association] in the amount of total Affiliate fees owing. This check will be cut and sent to Affiliate within 30 days after release of the final module.
- f. GrantsMagic U will handle any requests for refunds, and Affiliate fee payment is net of any refunds.
- g. The Affiliate’s share of registration fees (net of refunds) is the sole compensation for an Affiliate. Each Affiliate is entirely responsible for managing and covering all direct and indirect costs or expenses it may incur in fulfilling this agreement.

**4. Pricing:**

The course is offered at two pricing levels, designed to support member value and membership growth for the Affiliate:

Price	Description
\$297	<b>Affiliate price, non-member.</b> This is the price someone pays who is using an Affiliate link to register but who is not registering as a member of the Affiliate
\$197	<b>Affiliate price, member.</b> This is the price someone pays who is a member of the Affiliate, uses the Affiliate link to register, and enters a “member coupon” code on registration.

**4. Affiliate Share of Revenue:**

[Name of Association]’s share of revenue from Affiliate enrollments is calculated at 40% of all Affiliate-tagged revenue, net of refunds.

Affiliate Share:	GrantsMagic U Share:
40%	60%

## **5. Responsibilities:**

GrantsMagic U is wholly responsible for the following:

- Develop the curriculum and all course content.
- Provide and manage the online course delivery platform and site.
- Develop the framework for marketing communications for the Affiliate to use;
- Provide recommended text for marketing messages;
- Handle registration and follow-up communications with registrants.
- Provide customer service and tech support to registrants.
- Coordinate three live “office hours” (Q&A) sessions for registrants.
- Account for registration fees and distributing Affiliate revenue share according to this agreement.
- All other tasks and responsibilities related to development and delivery of the training and support for registrants before, during, and after the course timeframe.

Affiliate is responsible for working in coordination with GrantsMagic U on the following:

- Develop a schedule for promoting the program to all members and nonmembers in its service area, which becomes a binding part of this Agreement;
- Revising marketing text as needed for specific media and audiences;
- Deliver timely on the agreed-to messaging plan.

## **6. Control of Nonprofit Contact Information**

- Affiliate maintains ownership of the contact information/email lists for the nonprofits to which it will be promoting the course. *Affiliate’s lists will not be shared directly with GrantsMagic U.*
- Contact information becomes the shared property of GrantsMagic U, and is added to GrantsMagic U’s email list for GrantsMagic U’s follow-up, *as soon as* an individual/nonprofit representative:
  - Registers for any GrantsMagic U event (including the free introductory webinar), whether using an Affiliate URL or not; and/or
  - Specifically requests information from GrantsMagic U or to be added to the GrantsMagic U email list, whether verbally, by email, by submitting an opt-in form, or by any other means.

## **7. Other Terms and Conditions:**

- a. **Independent Agent Status.** For all functions provided under the terms of this agreement, GrantsMagic U is acting as an independent agent and principal on this agreement and is neither an employee nor a contractor of the Affiliate.

- b. **Reimbursable Expenses.** As stated earlier, no expenses incurred by Affiliate in connection with fulfilling this agreement are reimbursable.
- c. **Conflict of Interest.** Both parties to this agreement covenant that there is no conflict of interest, direct or indirect, that would conflict in any manner with the performance of services hereunder.
- d. **Confidentiality.** Both parties agree that during the term of this agreement, and thereafter, no confidential information will be disclosed or divulged to any other person or entity without the express permission of the party concerned.
- e. **Indemnification.** The Affiliate, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify GrantsMagic U and its agents from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind, incurred in connection with this Agreement, or that arise out of any act or omission of the Affiliate or of any employees or agents.
- f. **Amendment and Renegotiation.** This agreement, or any part hereof, may be amended or renegotiated, in good faith, by a written instrument, solely by mutual agreement of GrantsMagic U as Principal and [Name of Association] as Affiliate.

ACCEPTED BY:

[Name of Association]

GrantsMagic U / Maryn Boess Resources LLC

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Date: \_\_\_\_\_

Date: \_\_\_\_\_