

AGREEMENT

January 6, 2011

Kiwanis International (KI) and the Kiwanis International – European Federation (KIEF) agree to the following provisions:

Growth - KI will delegate to KIEF the responsibility for growth and expansion of Kiwanis in Europe.

KI will:

1. Maintain the duties of the organization defined in the Bylaws, Policies and Procedures, including club chartering, status management, suspension and revocation; and make information on reported club membership totals, status, and suspension and revocation available on a monthly basis.
2. Share any and all materials, best practices, and information with KIEF.
3. Open its growth education and training meetings and/or summits to KIEF officers and chairman as appropriate, to attend at their expense.

KIEF will:

1. Support the building and opening of new Kiwanis clubs.
2. Support the growth and strengthening of existing Kiwanis clubs.
3. Support the creation and development of new Kiwanis districts.
4. Appoint and oversee growth and membership committee(s).
5. Effectively oversee and manage district growth plans and their execution.
6. Conduct growth training via various conferences, summits, district training and other meetings and events.
7. Ensure all non-districted clubs be placed under the sponsorship of or attached to an existing Kiwanis district.
8. Achieve annual and multi-year growth metrics for Kiwanis in Europe.

Education and Training - KI will delegate to KIEF the responsibility to assist Kiwanis International in the education and training for district officer and committee positions and club officer and committee positions in Europe.

KI will:

Agreement

Kiwanis International & Kiwanis International-European Federation

1. Maintain responsibility for educating all Kiwanis International officers as defined in the Kiwanis International Bylaws.
2. Share all educational curricula and materials for district and club officers and committees.
3. Invite KIEF president-elect and others as deemed necessary to support and participate in the annual education of governors-elect.
4. Make its educators and trainers available for use by KIEF at other conferences and conventions as available and deemed appropriate, with any expenses to be borne by KIEF.
5. Open its various education and training meetings to KIEF officers and chairman as appropriate, to attend at their expense.

KIEF will:

1. Appoint and oversee education committee(s).
2. Effectively oversee and manage education and training plans and delivery in Europe.
3. Effectively oversee and coordinate train-the-trainer education and preparation.
4. Conduct education and training of European district officers, trainers, and club officers via various meetings and events.
5. Ensure all non-districted clubs receive necessary club officer education.
6. Achieve annual and multi-year education metrics for Kiwanis in Europe.
7. Make its educators and trainers available for use by KI at other conferences and conventions, with any expenses to be borne by KI.

Communication, Marketing and Public Relations - KI will delegate to KIEF the responsibility for marketing, public relations and internal/external communications to clubs and members for all Kiwanis family clubs and members in Europe.

KI will:

1. Maintain responsibility and oversight for proper, authorized use of the Kiwanis name and logo, as defined in Bylaws, Policies, and Procedures.
2. Maintain and provide standards for brand identity, graphics, and organizational marketing for Kiwanis International.
3. On a "best efforts" basis, provide copies of all communications to clubs and districts to the officers of KIEF.
4. Invite appropriate KIEF officers and chairs to marketing and public relations education and other meetings, to attend at their own expense.

KIEF will:

1. Adhere to all standards for brand identity, graphics, and organizational marketing for Kiwanis International.
2. Appoint and oversee communication, marketing and public relations committee(s), as deemed appropriate.

Agreement

Kiwanis International & Kiwanis International-European Federation

3. Educate clubs and districts on brand, graphics and marketing standards, including proper name and logo usage.

Service Programs - KI will delegate to KIEF the responsibility for managing and delivering all Kiwanis-branded service programs, as appropriate for Europe Kiwanis clubs, to include:

Service Leadership Programs

- Key Club
- Circle K
- Builders Club
- K-Kids
- Bring Up Grades
- Terrific Kids
- Aktion Club

Young Children's Programs and Projects

Other Kiwanis-branded Programs

- Kiwanis One Day
- Read Around the World

Global Service Initiative

- The Eliminate Project and associated campaign
- Worldwide Service Project: IDD

KI will:

1. Provide program content, curricula, electronic artwork of any and all printed materials.
2. Maintain the duties of the organization defined in the various Kiwanis-family organizational bylaws, policies and procedures, including club chartering, status management, suspension and revocation.

KIEF will:

1. Develop and support program committees based upon program demand and growth in Europe.
2. Establish, collect and report a fee structure for the programs in Europe.
3. Ensure program integrity for all specified programs with regard to program content and curriculum, and brand and graphics standards.
4. Make its program-specific educators and trainers available for use by KIEF at other conferences and conventions as available and deemed appropriate, with any expenses to be borne by KIEF.

Global Service Initiatives- KI will include KIEF in the planning and coordination of The Eliminate Project, and the associated Global Campaign for Children. This undertaking is not yet fully defined as of the date of this document, but it is understood these initiatives will require collaboration, prioritization

Agreement

Kiwanis International & Kiwanis International-European Federation

and support by all entities within Kiwanis International. KI and KIEF pledge to support the planning, development, fundraising, and implementation of the project and associated campaign.

Funding and Financial Reporting

KI will:

1. Calculated on an annual basis, as of the first day of the Kiwanis International administrative year, provide funding to KIEF for all duties and responsibilities defined within this document at a rate of:
 - US\$ 125 for every active, dues-paid tier A club; and
 - US\$ 12,000 for every district in a tier A nation.
2. Establish a schedule and documentation for release of funds which have been budgeted for expenditure and approved by KI on a quarterly basis.
3. Transfer funds to KIEF, prorated on a quarterly basis, based upon acceptable reporting for the previous quarter on the items defined in this document. The transfer should take place within 30 days following the end of each fiscal quarter.

KIEF will:

1. Establish quarterly financial reporting to its Board that will include accounting for all funds transferred and expended on growth, education, marketing, district grants, and any other items funded by Kiwanis International to the European Board of the Federation. A copy of this report should be forwarded to the Kiwanis International Board of Trustees via the Executive Director.
2. Provide a copy of the detailed annual financial audit to the KI Executive Director as stipulated in the KIEF Bylaws.

Approval and Amendments

Annually, the respective Boards of KI and KIEF may provide annual review of this agreement, and may propose amendment to this document. The agreement may be amended as proposed and approved by both Boards.

No provisions of this document should limit either party's right to propose new opportunities to work together or to support each other's growth, education, marketing, or service efforts.

In the event KIEF does not comply with this document's provisions for reporting, KI may withhold additional funds until such time as any delinquent reporting requirements have been completed satisfactorily.

The initial term of this agreement shall commence upon execution and approval by both Boards, and shall expire on September 30, 2011. It shall renew annually in one year increments, coinciding with the administrative year of KI. Either party may cancel this agreement with written notification to the

Agreement

Kiwanis International & Kiwanis International-European Federation

President of KI or KIEF, copied to the KI Executive Director, on or before April 1 preceding the September 30 annual renewal date.

Both parties agree to execute and abide by the stipulations contained herein.

Approved by the Board of the Kiwanis International - European Federation

President Date

President-elect Date

Approved by the Board of Kiwanis International

President Date

Executive Director Date

