



External/Off-Site Policy

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External / Off-Site Venue Policy

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External / Off-Site Venue Policy

1. Change Control

Version	Author of Change	Date	Details of Change
2019.01	Gerhard van der Berg	July 2019	Policy updated & amended to suit new organisation structure of Sage.

2. Record of Approvals

Level*	Committee Name	Date
1	Ravin Rughoonandan (Content Design Manager, AME)	July 2019
2	Pragasen Moodley (Director of Learning Services, AME)	July 2019
3	Candice Govender (Legal Director, AME)	July 2019
4	Pieter Bench (Executive Vice President, AME)	July 2019

* Level of approval

External / Off-Site Venue Policy

3. Statement

The Sage Authorized Learning Services Partner Program (SALP) is designed to extend our community of experts. Partner with us and earn authorization to deliver Sage Learning Programs. Customers and partners who have confident product knowledge drive implementation and business success, achieving the maximum benefit from Sage products and services.

4. Sage Authorized Learning Services Partner Program

The Sage Authorized Learning Services Partner Program encourages mutual business growth via a relevant and beneficial partnering relationship. The program provides consistent requirements and policies that are effective and supported on a global basis. Partners can benefit from:

- Increase revenue opportunities
- Expand learning delivery capabilities
- Increase customer adoption
- Best in class program
- Program Framework

The Sage Authorized Learning Services Partner Program provides a simplified business framework and consistent rules of engagement designed to enable partners to grow and prosper with Sage and its Sage Learning Services division.

The program offers opportunities for three Learning Partner Types for Sage Learning Services to actively manage the adoption of Sage products across the various market segments and to increase the reach of official Sage curriculum across the AME region. The basic principles of the 3 partner types are:

- Authorised programmes that present official Sage curriculum and not copied or Grey market offerings.
- Increased coverage of Learning Services across the region with regional and local channel/partner capability
- Overall quality managed by introducing the Sage Certified Instructors program across AME.
- Reseller opportunities of official curriculum by partners without the hassle of these partners implementing delivery of the LS curriculum.
- Local points of presence to offer Learning Services Delivery Centre capability across AME.

Program benefits and requirements are structured to recognize a learning partner's investment in and contribution to delivering Sage solutions that drive joint success.

Please reference the Program Benefit; Certification and Requirement section for detailed information by Learning Partner Type.

Learning Partner Types

The Sage Partner Program supports numerous business models and go to market strategies by offering Partner Types:

- Sage Authorized Learning Partner - Delivery Centre (**SALP-DC**) including the Sage Certified Instructors program and the Reseller program

Partner Commitment

Each partner type commits to offer Sage Authorized Learning solutions, either by selling Sage University offerings or by offering courses led by Sage Certified Instructors. The Program includes fees, agreements, and potential compliance reviews. Sage Authorized Learning Partners experience a revenue-generating opportunity, as well as expanding the constellation of resources who are qualified to educate customers, enabling them to fully utilize the Sage product they have chosen. Sage provides official authorized Sage curriculum to the partner channel for resale and delivery, such curriculum is protected by the Terms and conditions of Sage Learning services.

Program Application

All learning partners must apply to participate in the program. Sage Authorized Learning Partners are required to complete the Sage Authorized Learning Services Partner Program Application, acknowledging adherence to and acceptance of the Sage Authorized Learning Partner Program Terms and Conditions and Sage Authorized Learning Partner Program Agreement. Learning Partners may qualify to participate in more than one Partner Type category. One application is required per Learning Partner Type. Learning Partners must comply with the program requirements and business plan commitments for each Learning Partner Type and application.

Program Application Fee

Each application incurs a one-time application fee. This fee is due at the time of application.

Program Agreement

Upon receiving notice of acceptance into the Program by Sage, each Learning Partner will be bound by the Sage Authorized Learning Partner Program Agreement.

Annual Program Fee

Except for Sage Authorized Learning Resellers, each Learning Partner Type incurs an annual fee. Sage invoices the annual fee every year. Additional education and certification fees may apply. Please reference the requirements by Learning Partner Type for program fee details contained in Exhibit C: Program Pricing guide.

Note: In the event of program termination, program fees will not be refunded.

Program Compliance Reviews

Sage may conduct site inspections and Program audits of the Sage Authorized Learning Partner. Onsite inspections and/or audits will be conducted during normal business hours. Sage may request student, class, instructor, and related records from the past year, to be returned within 30 days. If the partner type is Reseller, Sage may review the volume of courses sold within the past 12 months.

Benefits by Sage Learning Partner Type

Program benefits	SALP-DC
Revenue growth opportunity	•
Increase customer adoption	•
Protect Sage's brand value	•
Sage-managed demand and delivery schedules	•
Sage-managed certifications	•
Sage Learning Services Partner logo	•
Protect Customer's return on their Sage Investment	•
Online, email, and/or telephone support	•
Access to the free eLearning and "Getting Started" courses on Sage University ²	•
Discounted access to learning kits ⁴	•
Direct ordering	•
Special Partner promotions	•
Listing in Sage University LS Partner Directory ³	•
Sage Seminar exhibit and sponsorship opportunities ³	•
Inclusion in the select ecosystem of authorized resources used by Sage to deliver Sage Learning Programs to customers and partners	•

An annual personalized Sage authorized instructor certificate	•
An annual personalized Sage Authorized Learning Delivery Centre (SALP-DC) certificate	•
Influence quality and content of Sage learning assets	•
Possible exclusive regional course hosting privileges ³	•

1. Delivery of some program benefits are subject to availability by country, product, local language, and local law.
2. Partners will have access to those eLearning modules that are available at no charge. Terms and conditions apply.
3. Where applicable and available.
4. Subject to the Terms and Conditions.

Sage Authorized Learning Partner - Delivery Centre (SALP-DC)

Sage Authorized Learning Delivery Center (SALP-DC) Partners have at least one Sage Certified Instructor in their group, and they can sell Sage developed and branded learning and deliver Sage courses through their own facilities that are certified by Sage to deliver ILT. The SALP-DC can deliver Virtual learning and Onsite training course as per customer request. Instructors appointed by the SALP-DC have a mandatory requirement for being certified to be considered in this program.

Effectively the SALP-DC allows the partner to Resell Sage Learning services training, Supply instructors and facilities as a supplier to Sage Learning Services and to act as an official delivery Centre for Sage Learning Services.

Partners need to:

A) Earn Authorization

- Completing the Learning Partner Application
- Signing the Agreement
- Employ at least one current Sage Certified Instructor
- Being a Sage Learning Services Partner in good standing
- Offering an excellent classroom or virtual experience
- Remitting all program fees

B) Maintain Authorization

- Adhering to the Code of Conduct
- Employing at least one current Sage Certified Instructor
- Remaining a Sage authorized partner in good standing
- Maintaining a delegate (customer) satisfaction score of 95%
- Renewing all program fees

Sage Certified Instructors

Independent or partner-affiliated learning consultants who have completed the Sage Trainer Certification experience to certify their delivery skills and knowledge for respective Sage products. Then, they can deliver courses on behalf of Sage and Sage's SALP-DC.

These instructors must:

A) Earn Certification by:

- Signing the Agreement
- Achieving product role-based certification
- Participating in a co-teach and teach-back event
- Remitting all program fees

B) Maintain Certification by:

- Adhering to the Code of Conduct and Terms & Conditions
- Maintaining product role-based certification
- Maintaining required participant satisfaction scores
- Delivering the specified number of courses per year
- Renewing all program fees

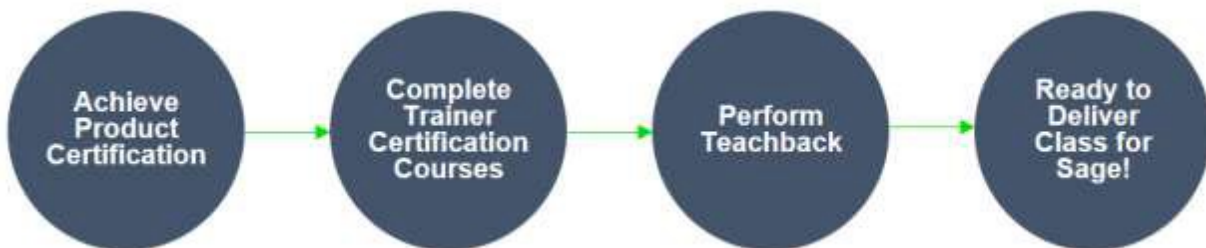
Certified Instructor Course Eligibility Requirements

Certified Instructors must complete product course certifications and graduate from Sage’s Trainer Certification Program. The time required to become a Sage Certified Instructor varies by product and role.

After achieving product certification, a candidate should expect to spend about 5 hours for specific train-the-trainer preparation, and then present up to 2 teachback sessions per role application.

In a teachback, a candidate presents topics from the relevant course, selected by the Sage Delivery Readiness Team representative.

A teachback requires 60-160 hours of preparation, depending on the subject matter and your level of expertise and confidence.



Contact Sage for specific details on rates when a SALP-DC acts as a supplier.

1. Payments subject to the SALP-S fulfilling their obligations as per the sage Learning Services customer satisfaction policy
2. Rates for partner supply of instructors is negotiated as per product specialization, region location and seniority of the instructor. Similarly rates for supply of the classroom infrastructure will be negotiated as per region and level of infrastructure provided

Partner Compensation

The SALP-DC has two distinct areas of revenue generation, the reseller and delivery areas. These two revenue streams are depicted in the table below:

Sage Authorised Learning Partner – Delivery Centre	Sage invoices Partner	Partner Margin	Delivery Rebate	Total Partner Margin
Standard Reseller	70%	30%	N/a	-
Delivery commission – on supply of attendance registers	N/a	N/a	35%	-
Total Delivery margin per seat if sold & delivered by SALP-DC	-	-	-	65%
Delivery commission without any resale – on supply of attendance registers	N/a	N/a	40%	40%

In the resell component of the SALP-DC type, the Sage learning partner sells Sage learning that is already on the Sage schedule delivered by Sage or on the SALP-DC's schedule, using their own instructors and facilities. Partners receive a 30 percent of the revenue, as they collect the payment from the customer. Sage will invoice the partner less 30% of the list price.

Example:

- Partner sells and collects revenue for a course: partner retains 30% of list price
- Sage invoices the partner 70% of list price
- Partner completes booking forms with end user details

The SALP-DC receives further compensation In a Delivery portion of this partner type there are two scenarios:

1. where the SALP-DC delivers the class with attendees sold as part of the SALP-DC's reseller portion of the program or the training is sold by another reseller. The SALP-DC is paid a delivery commission of 35% of the list price per seat on supplying the signed registers to Sage Learning services.
2. where the SALP-DC delivers the class with attendees sold by Sage directly meaning that the SALP-DC has had no sales involvement. The SALP-DC is paid a delivery commission of 40% of the list price per seat on supplying the signed registers to Sage Learning services.

Delivery commission payment

Commission will be processed at the end of the month that the deal is delivered in and payment to our Partner is contingent upon payment from the end customer, provided that the client has paid the invoice in full.

Contact Sage for specific details on pricing.

Partner Obligations

Sage reserves the right to administer the Sage Authorized Learning Services Partner Program at its sole discretion and reserves the right to change the benefits and requirements stated within this program guide. Notification of updates to the Sage Authorized Learning Services Partner Program Guide will be posted on the Sage Learning Partner Community portal. Participation in the Sage Authorized Learning Services Partner Program is subject to the *Sage Authorized Learning Services Partner Program Terms and Conditions* in the Sage Authorized Learning Partner Program Agreement.

Sage Authorized Learning Partner agrees to Policies pertaining to the SALP-R partner model:

1. Non-Genuine product usage policy

Non-Genuine Products are any and all products:

- (i) to which a Sage mark, trademark or service mark has been affixed without Sage's consent;
- (ii) that do not originate from Sage or are produced without the approval of Sage; and
- (iii) are generally produced with the intent to counterfeit or imitate a genuine Sage Product.

Non-Genuine Training means any and all content, training courses, or course materials:

- (i) to which a Sage Mark or other Sage trademark or service mark has been affixed without Sage's consent;
- (ii) are produced with the intent to counterfeit or imitate a genuine Sage Training course or materials, or
- (iii) a Training Course or Training Materials where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.
- (iv) Sage Derived Course means any work or course created by the Partner (including without limitation any collective works, compilations, condensations, editorial revisions, annotations, elaborations, translations, derivative works or modifications of the Sage Content or Sage Products) which includes any material created by or supplied by Learning Partner or a third party and which incorporates, modifies or includes any portion of the Sage Content or the Sage Products without legal approval from Sage

2. Class Cancellation

Classroom: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 7 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title. Sage is not responsible for airfare penalties incurred because of cancelled courses. Sage will not reimburse registrants for any travel or hotel cancellation fees or penalties.

Publicly Scheduled Instructor Led Training Events *	
If you...	Sage will assess...
cancel or reschedule your registration 7 or more calendar days before the scheduled start date of the class	no charge
reschedule your registration 1-6 calendar days prior to the class start date	50% of the class fee
cancel your registration 1- 6 calendar days prior to the class start date	50% of the class fee
do not show up for the event; or cancel on the day of the event	100% of the class fee

Private/Onsite Training Events *	
If you...	Sage will assess...
cancel your class 14 or more calendar days before the scheduled start date of the class	no charge
reschedule your class 1-13 calendar days prior to the class start day	50% of the class fee
cancel your class 1-13 calendar days prior to the class start date	50% of the class fee
do not show up for the class, or cancel on the day of the class	100% of the class fee

Virtual Classes: Sage reserves the right to cancel courses for any reason, including when course registrations do not meet minimum levels. Sage University will notify attendees of a cancelled course at least 5 calendar days prior to the course start date. In this case, registration fees may not be refunded to the original form of payment and the attendee will be booked on the next available course of the same title.

3. **Sage Product Versioning**

Sage may present Sage courseware that is up to one (1) version prior to the latest. Sage is not responsible for supporting anything prior to that.

4. **Sage Certification Tests**

Some Sage learning material offers a Sage certification test. Students must pass the Sage certification test after their course to obtain a certification.

Sage offers product certification testing directly through Sage University. Certification tests require registration through Sage University, incur a fee separate from the course, and partners may not administer, develop, or offer these tests for official credit tracked through the Sage University Learning Management System. Because all Sage assessments are online, students can take them anytime. Sage will not credit any assessments that have been booked or invoiced to a Sage Authorized Learning Partner - Reseller or Sage Authorized Learning Partner Delivery Center. All students test for and receive their certificates electronically through Sage University.

The Sage Authorized Learning Partner must ensure that students know they must register for certification directly with Sage.

Sage Authorized Learning Partners may host assessment sessions on their premises for students who do not have internet access. Sage Authorized Learning Partners can charge the student for hosting administration and PC/internet usage fees at their discretion.

5. **Customer Satisfaction Policies**

Sage Authorized Learning Partners are required to establish and publish quality control and general customer satisfaction policies. Make these policies available to every student prior to student enrolment and payment. Policies must include reasonable quality guarantees, instructor evaluations, possible options for retaking a class at no additional charge, and similar implementations.

Sage Learning Service's Customer Satisfaction Policy applies to those publicly scheduled and publicly available Sage University or Instructor Led Training classes that are identified as part of the 100% Student Satisfaction program on the www.Sage.co.za/learning website at the time the class is purchased. In the event that a student who has completed such a class and been present for all of the offering is not, in his/her reasonable opinion, satisfied with the class, then the student must notify Sage Learning Services within 5 business days of the completion of the class. Sage will then permit the student to retake the same version of the same class title (or at the student's option, the equivalent class provided online, if available) once more for free within 90 days of Sage's receipt of the notification (or if it is not available during such 90 day period, as soon as the class is available thereafter at the same location or within 50 kilometres therefrom). The Student Satisfaction program does not apply: (i) to the retaken class; (ii) if the student is not able to satisfy the above criteria for reasons beyond Sage's reasonable control; (iii) Sage University eLearning and Self Study Manuals. Sage is not responsible for any applicable taxes, transportation costs, lodging costs or

other expenses or costs related to the retake. Sage has the option, at its sole discretion, of providing a refund for the class fees in lieu of permitting a class retake if for any reason, including scheduling, Sage considers a refund to be appropriate. This is the sole remedy and Sage's exclusive liability if a student is not satisfied with the class.

6. **Ownership, Copyright and Confidentiality**

All rights, including copyright, in respect of all documentation, materials and code produced by Sage in pursuance of your duties and functions shall vest in Sage to be retained by Sage. Accordingly, for purposes of this contract, Sage shall be exclusive owner and/or holder of the copyright of all original material (whether written or readable by machine), ideas, concepts, know-how and techniques which may be developed or, which may be in the process of development for exclusive use by Sage.

You shall from time to time receive information, data and products of a confidential nature in rendering your services to Sage in pursuance of this contract. You are instructed to accept such information, data and products in confidence, and accordingly are expressly prohibited from copying, disclosing and/or reproducing such information, data and products without the express written consent of a delegated authority of Sage. You are further required to restrict the use of this information, data and products exclusively to the purposes directed by Sage.

For the purposes of this agreement, "confidential information" shall include but not be limited to:

- Products, new developments, business methods and techniques.
- All manuals, presentations and Sage documentation.
- Identity of clients together with contractual relationships with these clients
- All financial details of relationships with clients and business associates.
- Remuneration details paid to any employees and or contractors.
- Upon termination of this agreement, you are obliged to deliver all documents and other property of Sage which may be in your possession, and you may not retain any copies of such documents and/or make copies of them for your benefit.

7. **Breach**

By placing your signature hereto, Contractor agrees to abide by all undertakings in this agreement and any breach in terms of this agreement shall lead to the immediate termination of the contract and will result in legal action being instituted against Contractor in the form of an interdict and damages suit.

8. **Termination**

This contract may be terminated as follows:

- a) One calendar months' notice by either party on or before the first day of the month; or
- b) In the event of a breach, and where the breach is of such a serious nature, Sage may terminate your services without any notice.

9. **Derivative Works**

Provided that Sage has authorized in writing that the Learning Partner may create Derivative Works, Learning Partner must abide by the following:

- (i) Learning Partner shall not distribute or sublicense any Sage Content, Sage Products or Sage Derived Courses to any individual or entity, other than Sage Students, Sage Learning Partners, and Sage Learning Solutions Partners.
- (ii) Learning Partner will follow the Derivative Works approval process as per the SALP agreement with final approval awarded by Sage Legal.
- (iii) Learning Partner will own all right, title and interest in and to Sage Derived Courses created by Learning Partner (including all Intellectual Property Rights created therein), provided that Sage shall retain all right, title and interest (including all Intellectual Property Rights therein) in and to the underlying Sage Content and/or Sage Products.

Learning Partner irrevocably and perpetually covenants that Learning Partner shall not seek to enjoin and will not enjoin Sage or any of Sage's Sage Learning Solutions Partners, Sage Learning Partners, Sage Students, Sponsored Organizations, distributors, resellers, customers or licensees from making, having made, using, selling, offering for sale, importing, creating derivative works of, copying, publicly displaying, publicly performing or distributing any materials or courses that are alleged to infringe Learning Partner's rights in or to a Sage Derived Course. Any claim, proceeding or action by Learning Partner based on the alleged infringement of Learning Partner's rights in a Sage Derived Course shall be limited solely to seeking money damages in the form of a reasonable royalty.

Learning Partner agrees and acknowledges that nothing contained in this Agreement shall limit Sage's ability, in any way, to develop and create additional content or copyrightable works in the future, irrespective of whether such content or works are similar to or compete with any work or course created by Learning Partner pursuant to this Agreement.

10. **Sage Certified Trainer Policy**

- Sage will maintain a schedule of the training conducted by Contractor.
- Contractor undertakes to invoice Sage monthly prior to payments being made at the contractually agreed rate for the year.
- Sage undertakes to pay Contractor on presentation of the invoice.
- If you are registered for VAT, please supply us with a copy of your vat certificate as we are required by law to deduct UIF and PAYE from your invoice.

Contractor Responsibilities and Performance

Contractor undertakes to observe the terms and conditions as set out in this agreement at all times. Contractor further undertakes to use his/her best endeavours at all times to carry out responsibilities as set out in this agreement. Contractors are required to have a Train the Trainer certification or equivalent qualification and attach proof thereof to this signed agreement.

Contractors performance will be measured according to the Customer satisfaction survey, completed at the end of each event.

A performance rating of >94% is required. This will be communicated to the contractor on a monthly basis. Where a contractor fails to comply, Sage has the right to withhold payment for a specific event.

Annual Contractor's Fee

Please refer to the Sage Authorised Learning Services Exhibit C – Pricing guide.

Ownership, Copyright and Confidentiality

All rights, including copyright, in respect of all documentation, materials and code produced by Sage in pursuance of your duties and functions shall vest in Sage to be retained by Sage. Accordingly, for purposes of this contract, Sage shall be exclusive owner and/or holder of the copyright of all original material (whether written or readable by machine), ideas, concepts, know-how and techniques which may be developed or, which may be in the process of development for exclusive use by Sage.

You shall from time to time receive information, data and products of a confidential nature in rendering your services to Sage in pursuance of this contract. You are instructed to accept such information, data and products in confidence, and accordingly are expressly prohibited from copying, disclosing and/or reproducing such information, data and products without the express written consent of a delegated authority of Sage. You are further required to restrict the use of this information, data and products exclusively to the purposes directed by Sage.

For the purposes of this agreement, "confidential information" shall include but not be limited to:

- Products, new developments, business methods and techniques.
- All manuals, presentations and Sage documentation.
- Identity of clients together with contractual relationships with these clients
- All financial details of relationships with clients and business associates.
- Remuneration details paid to any employees and or contractors.
- Upon termination of this agreement, you are obliged to deliver all documents and other property of Sage which may be in your possession, and you may not retain any copies of such documents and/or make copies of them for your benefit.

Breach

By placing your signature hereto, Contractor agrees to abide by all undertakings in this agreement and any breach in terms of this agreement shall lead to the immediate termination of the contract and will result in legal action being instituted against Contractor in the form of an interdict and damages suit.

Termination

This contract may be terminated as follows:

- c) One calendar months' notice by either party on or before the first day of the month;
or
- d) In the event of a breach, and where the breach is of such a serious nature, Sage may terminate your services without any notice.

Travel and Travel Rates

Contractors must be willing to travel for training purposes.

In the event of the Trainer needing to travel to the client, a rate of R3.61 per km as well as toll fees will be reimbursed by Sage.

Cancellation of Training courses

Sage will give contractors at least 2 working days' notice of any course cancellation. A cancellation fee of R1 500 will be payable by Sage to the contractor if this arrangement is breached.

Sage requires at least 2 working days' notice from the contractor if they wish to cancel a scheduled course. A cancellation fee of R1 500 will be payable by the contractor to Sage if this arrangement is breached.

- a) **Terms of this agreement**
Sage will upskill a contractor, if necessary, taking them through the training program (on-line Academy, classroom training). The contractor will be liable for the cost should they terminate their contract within the first three months from the date of the contract.
- b) Contractors will be required to update their skills with any updated course material before conducting the training for the course.
- c) Contractors are required to own a laptop and to ensure that it is loaded with the latest data files and presentations required for the different training courses that they will be conducting. This may vary depending what management decides.
- d) Contractors are required to uphold the Sage training standards when conducting any training for Sage.
- e) Sage will evaluate contractors at any time to ensure that the Sage training standards are maintained.
- f) Contractors are required to collect training boxes from Sage offices at an agreed time at least 24 hours before any onsite training. Boxes need to be returned as soon as possible or within 2 working days of the close of the course.
- g) Contractors are to ensure that they arrive at least half hour before the start of the course they are conducting.
- h) Trainers are responsible to get registers to Sage within 24 hours. These have to be sent within 24 hours of the training. If this causes a problem – a photo of the register can be sent to the training administrator until the register can be sent.
- i) Contractors are required to inform Sage in writing of any courses completed before the scheduled time.
- j) Contractors are required to let all delegates complete the electronic customer survey.
- k) At the end of each course trained, contractors are required to remove all training material from the training center.

5. Contacts

Should you have any questions about the content of this policy please contact the training department via email: Training.Za@sage.com.