

Sage Authorized
Learning Services
Partner (SALP)
Program



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Sage Authorized Learning Partner – Reseller Guide (SALP – R)

Sage Authorized Learning Partner – Reseller (SALP – R)

Members of the Sage Partnership program who may resell Sage Learning Services and Sage University scheduled offerings covering all modalities to customers.

The SALP-R Partners must:

A) Earn Authorization by:

- Completing the Sage Learning Services Partner Application
- Signing the Agreement
- Being a Sage authorized partner in good standing

B) Maintain Authorization by:

- Adhering to the Code of Conduct and Terms & Conditions
- Selling the specified number of courses per year

Partner Compensation

In the resell partner type, Sage learning partners sell Sage learning that is already on Sage Learning Service's delivery schedule. This is the Sage Learning Services schedule of delivery that uses Sage's 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.

Sage Authorised Learning Partner - Reseller	Sage invoices Partner	Partner Margin
Standard Reseller	70%	30%

Example:

- Partner sells and collects revenue for an official Sage LS course in any modality: partner retains 30% of list price
- Sage invoices the partner 70% of list price
- Partner completes booking forms with end user details

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:

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 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.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Termination

This contract may be terminated as follows:

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

8. 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.