

Autodesk Learning Partner

# Autodesk® Authorized Training Center Global Program Guide

AUTODESK CONFIDENTIAL



## WELCOME TO THE AUTODESK LEARNING PARTNER COMMUNITY

Autodesk Learning Partners prepare students, educators, industry professionals, businesses, and consumers alike to explore profoundly different ways to design, make, and use things. Autodesk's learning partners empower everyone to *imagine, design and make a better world*.

## THE AUTHORIZED TRAINING CENTER PROGRAM

The Autodesk® Authorized Training Center (ATC) Program (“**Program**”) aims to support training businesses in their effort to provide comprehensive learning experiences, support for product mastery, exam preparation with testing, and certification for Autodesk Product users. An Authorized Training Center is recognized as part of the worldwide Autodesk Learning Partner (“**ALP**”) community.

The ATC's industry expertise is categorized into specific Industry groups and the Autodesk Products that are available to the ATC are determined by the product's alignment under the assigned industry groups: AEC, MFG, M&E. The ATC's Instructors are approved to train based on industry knowledge, pedagogical experience, and Autodesk Product mastery.

The Program is divided into four (4) geographic areas (“**GEO**”): Americas, APAC, EMEA, and GCR. Benefits, Requirements, or Autodesk Products available may vary based upon the GEO or upon a territory within the GEO, as determined by Autodesk, in which the ATC, or ATC's Site(s), are located.

## THE PROGRAM GUIDE

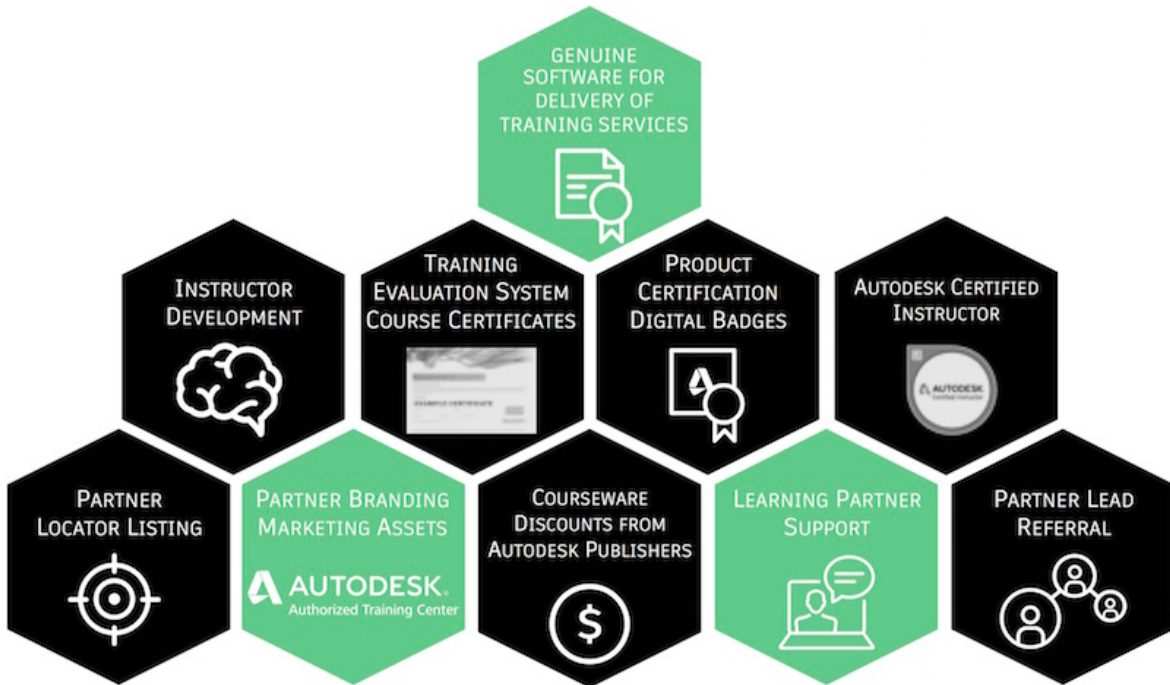
This Program Guide is referenced in, and forms part of, your Agreement. Capitalized terms not defined in this Program Guide have the same meanings assigned to them in the Agreement.

Autodesk reserves the right to amend, modify, or terminate this Program Guide and the programs or benefits described herein at any time, as it deems necessary. Autodesk reserves the right to interpret or clarify this Program Guide at its sole discretion.

This Program Guide is effective as of the date above and replaces all prior versions of the Program Guide. Each Program year runs from February 1<sup>st</sup>–January 31<sup>st</sup> (the “**Program Year**”).

**I. PROGRAM BENEFITS**

The Program provides ATCs with a comprehensive range of benefits to support and develop their training service business. Only ATCs in compliance with the terms of the Agreement and this Program Guide may access and use the Program benefits.



All benefits are provided in Autodesk’s sole discretion and may be changed at any time. The ATC Program includes the following benefits:

<p><i>GENUINE AUTODESK PRODUCT SUBSCRIPTIONS FOR DELIVERY OF TRAINING SERVICES; ACCESS TO AUTODESK SUBSCRIPTION CENTER</i></p> <p><i>INSTRUCTOR DEVELOPMENT TOOLS—USE OF AUTODESK LEARNING CENTRAL (ALC)</i></p> <p><i>AUTODESK TRAINING EVALUATION SYSTEM &amp; ACCESS TO PERFORMANCE REPORTS; ACCESS TO PARTNER DATABASE</i></p> <p><i>PRODUCT TRAINING AND ABILITY TO EARN PRODUCT CERTIFICATION; DIGITAL BADGES</i></p> <p><i>ABILITY TO EARN AN AUTODESK CERTIFIED INSTRUCTOR (ACI) CREDENTIAL; USE OF ACI ACCLAIM DIGITAL BADGE</i></p> <p><i>PUBLIC LISTING IN AUTODESK PARTNER LOCATOR</i></p>	<p><i>BRANDING, ACCESS TO MARKETING ASSETS, AND LOGO USE AS AN AUTODESK LEARNING PARTNER, ATC OR AAP</i></p> <p><i>PROGRAM SUPPORT FROM ALP DISTRIBUTOR; ACCESS TO AUTODESK SUBSCRIPTION CENTER</i></p> <p><i>PRODUCT TECHNICAL SUPPORT; SELF-HELP RESOURCES ACCESS TO PARTNER PORTAL</i></p> <p><i>RECOGNITION WITH SITE AUTHORIZATION CERTIFICATE USE OF AUTODESK’S PUBLIC WEBSITE &amp; TOOLS</i></p> <p><i>TRAINING PUBLICATION DISCOUNTS</i></p> <p><i>PARTNER LEAD REFERRAL TO END CUSTOMERS</i></p> <p><i>OPPORTUNITY TO ATTEND AUTODESK BUSINESS MEETINGS &amp; EVENTS</i></p>
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SEE ATC EXPLANATION OF BENEFITS FOR ADDITIONAL PROGRAM BENEFIT INFORMATION.

## **PERMITTED LEARNING ENVIRONMENTS**

ATC is permitted to use Autodesk Products subscribed to under the Program for the delivery of training services to End Customers in only the following learning environments (“**Learning Environments**”). In all Learning Environments, the ATC’s Approved Instructor or ACI Instructor is required to deliver Courses:

### **LEARNING ENVIRONMENTS**

#### **Learning delivered in ATC Authorized Site–**

ATC may provide live instruction to End Customers at an ATC Site authorized by Autodesk.

#### **Learning delivered with a Remote Conferencing Tool–**

ATC may provide live instruction to End Customer via a remote conferencing tool (such as Zoom, Adobe Connect, or Cisco WebEx). ATC will only provide online learning using single-user Subscriptions. End Customer is only allowed to access Autodesk Products subscribed to by the ATC in connection with the Program on a personal device, but not on an employee-issued device, and only for the duration of the Course. ATC must de-active End Customer’s ability to use the Autodesk Product(s) immediately after End Customer completes the Course.

#### **Learning delivered with a Live Streaming Platform–**

ATC may provide live instruction to End Customer via a live streaming platform (such as Facebook Live or YouTube Live). ATC will provide online learning live on a Streaming Platform using a lecture-only format, and ATC will limit participants to End Customers from ATC’s Territory.

#### **Learning delivered in ATC Mobile Lab or at an End Customer Site using an ATC device–**

ATC may provide live instruction to End Customer using ATC’s Mobile Lab. ATC may provide live instruction to End Customer on-site at End Customer employer’s site or at a training room location that is not an Authorized Site, on devices or mobile lab owned or managed by ATC (“**Mobile Lab**”); End Customer is not allowed to use Autodesk Products subscribed to in connection with the Program on a personal device or employee-issued device.

#### **Learning delivered On-Campus to Academic End Customers–**

ATC may provide live instruction and Services on-site at a Qualified Educational Institution, or in an ATC Mobile Lab, solely to End Customers of Qualified Educational Institutions for purposes directly related to learning, teaching, or training. An Academic Customer participating in ATC training or activity can utilize Autodesk Products subject to an Education Subscription on a personal device. On-Campus Services include:

- a) training End Customers on how to use Autodesk Products;
- b) conducting on-campus lecture-only activity to promote the use of Autodesk Products;
- c) performing on-campus Autodesk certification services to End Customers;
- d) development of Student and Faculty in support of curriculum development or train-the-trainer instruction of Autodesk Products

### **Learning delivered with Virtualized Software**

See this Program Guide, [Exhibit–2](#) for a description of permitted virtualized learning environments.

### **E-Learning Course Facilitation–**

ATC may provide approved E-Learning Course(s) to End Customer. See [Exhibit–1](#) for E-Learning Course Requirements.

### **Certification Exam Facilitation–**

If ATC is a Certiport Authorized Testing Center (CATC) or PearsonVue Testing Center (PVTC), ATC may offer and proctor Autodesk certification exams as an ATC and is permitted to utilize Autodesk Products subscribed to in connection with the Program while proctoring an exam, to the extent applicable.

## **II. PROGRAM REQUIREMENTS**

### **A. Partner Database (PDB) Requirement**

- ATC is required to update required contact details and Site details
- ATC is required to maintain Instructor details, including contact information, and product knowledge expertise

### **B. Autodesk Training Evaluation System (TES) Requirement**

- ATC will ensure Instructors maintain compliant use of TES for administration, Course registration, and delivery of all Courses provided to End Customers with Program-issued Subscriptions
- Upon completion of Course, ATC will ensure Instructors will issue Evaluations to all End Customers who complete Courses offered by ATC

If TES does not record an Instructor’s activity within a twelve (12) month period, the Instructor ID may be deactivated.

### **C. Partner Locator Requirement**

ATC is responsible for ensuring information is current on Partner Locator or other locator provided by Autodesk and available to End Customers on Autodesk.com.

### **D. Annual 85% Performance Rating Requirement**

- ATC must maintain at a minimum, an 85% performance score from Evaluations
- Each ATC Site must maintain at a minimum, an 85% Site Performance Score from Evaluations
- Each Instructor must maintain at a minimum, an 85% Instructor Performance Score from Evaluations
- Each performance score is measured over a Program Year by the Overall Performance (OP) index in the Autodesk Training Evaluation System, unless otherwise agreed with Autodesk. Additional details on the calculation of performance scores can be obtained from the Distributor.

#### E. Site Requirement

- ATC will complete Form for each new Site and where applicable, ATC will be required to pay an additional Subscription Fee for each additional Site
- Site must meet appropriate standards for professional training facilities and represent the Program positively, as determined by Autodesk
- Site must have the appropriate facilities and equipment to allow proper demonstration of Autodesk Products or to allow End Customers adequate access to equipment in order to practice and learn effective use of the Autodesk Products

#### F. Site Administrator Requirement

- ATC will designate one (1) site administrator per Authorized Site (“**Site Administrator**”), who will act as the main contact between Autodesk, or the Distributor, and the Site.
- Site Administrator must, among other things, use their best efforts to keep Site staff, and Instructors fully informed about ATC Program announcements.
- Site Administrator must ensure each Site or Mobile Lab contains computers designated solely for training use.

#### G. Instructor Requirement

- ATC will, at a minimum employ or contract one full-time Approved Instructor or ACI Instructor
- Each Instructor(s) must be an Approved Instructor or ACI and serving as a current Course instructor for an ATC.
- Instructor approved to train by Autodesk is issued an Instructor ID; Instructor is required to create a user profile in Autodesk Learning Central (ALC); the ALC portal will monitor and track completion of learning paths for the Instructor

##### ACI Requirement

- Approved Instructor will meet the minimum annual requirements to earn an ACI credential within ninety (90) days of becoming an Approved Instructor (“**ACI Deadline**”); ACI Program Requirements are here: [aci.autodesk.com](https://aci.autodesk.com)
- ATC is required to notify Distributor of any Approved Instructor or ACI change in contact details or product knowledge expertise, which is maintained in PDB’s Partner Records.

If Approved Instructor does not earn the ACI credential within 30 days of the ACI Deadline, their Approved Instructor status is automatically revoked, and they will no longer be permitted to deliver training services to End Customers for Autodesk Products on behalf of ATC.

#### H. Annual Course minimums

- ATC will conduct at **all Sites**, at a minimum, ten (10) Courses annually or, at a minimum, 40-hours of Courses per year on Autodesk Products
- ATC will conduct at **each Site**, at a minimum, two (2) Courses annually, or at a minimum, 8-hours of Courses per year on Autodesk Products

#### I. Course Requirements

- ATC will only offer and conduct Courses for Autodesk Products the ATC is approved-to-train.
- Only Approved Instructor or ACI will teach or facilitate Course(s) in defined Learning Environments

- Each Course must be scheduled in TES prior to Course start date and meet minimum Course requirements
- Course must be at a minimum four (4) hours in duration, and at a maximum three hundred (300) hours in duration
- Lecture-only Course must be at a minimum two (2) hours in duration, and at a maximum seven (7) hours in duration
- Each Course is limited to one hundred (100) registered End Customers
- Upon completion of a Course, Instructor is required to issue an Evaluation to all End Customers who complete Course(s) and ATC will ensure End Customer is given instructions on how to download their Certificate of Course Completion from PDB

**J. Autodesk certificate of Course completion**

Only Instructor or Site Administrator can award certificates of completion for Courses on behalf of ATC, and in electronic form, via TES (“**Certificate of Course Completion**”); the form of the certificate may **not** be modified.

**K. Mobile Lab Requirement**

ATC is required to submit their request to facilitate training from a Mobile Lab to Autodesk via the Forms and will meet the Requirements set forth in the Agreement.

**L. E-Learning Course Facilitation Requirement**

See Exhibit 1–Additional Requirements for Providing E-learning Courses.

**M. Use of Virtualized Software Requirement**

See Exhibit–2– ADDITIONAL REQUIREMENTS FOR LEARNING DELIVERED WITH VIRTUALIZED SOFTWARE.

**N. Autodesk Systems and End Customer Management Requirement**

- a. ATC is responsible for setting up and maintaining logins for ATC staff and Instructors to access and use various Autodesk portals and systems. If a staff member or Instructor leaves the company, the ATC is responsible for disabling all of that user’s accounts.
- b. ATC is responsible for assigning and managing Program roles and Channel News preferences for all personnel. ATC can delegate Partner Administrator(s) to assign respective Program Roles and Channel News preferences in Partner Center.

**III. Additional Program Information and Support**

ATC should contact Distributor for additional Program information or Program support. Distributor can direct ATC to Program FAQs, Support FAQs, ATC Notifications, Partner Portal or ALC portal and login information, onboarding training schedules, and other Services provided by the Distributor.

To locate the Distributor for ATC’s Territory, go here and search by country:

<https://www.autodesk.com/training-and-certification/contact-us-partners>

## EXHIBIT 1

### ADDITIONAL REQUIREMENTS FOR PROVIDING E-LEARNING COURSES

To offer Authorized E-Learning Courses, in part or wholly, online, the ATC must meet the qualifying criteria in this Exhibit and must submit a proposal for online training, which must be approved by Autodesk, in its sole discretion, prior to the ATC offering Courses as E-Learning Courses.

#### 1. PROPOSAL REQUIREMENTS

ATC will provide to the Distributor a completed E-Learning Proposal Authorization to Train E-Learning Courses form (provided by Autodesk) prior to offering E-Learning Courses. Proposal must include:

- Detailed explanation of E-Learning Courses ATC will offer online;
- List of Site(s) where video content will be recorded;
- List of Approved or ACI Instructors who will facilitate each E-Learning Course;
- An outline script of the E-Learning Course content to be posted online;
- Description of IT infrastructure to support the proposed online training(s); and
- Other information requested by Autodesk or Distributor to determine if ATC meets the qualifying criteria to facilitate E-Learning Courses

#### 2. QUALIFYING CRITERIA

Upon authorization under this Exhibit:

##### 2.1 Instructors

Instructor facilitating each E-Learning Course must be available for the duration of the E-Learning Course to support each End Customer.

##### 2.2 IT Infrastructure Support.

Each ATC must possess and maintain the IT infrastructure to deliver and support E-Learning Courses. The delivery system must be able to:

- track and record attendance;
- guide End Customer through the course content (learning modules or live sessions);
- control the End Customer entering and progressing through the course content/modules;
- take control of End Customer screen for troubleshooting; and
- permit file sharing.

##### 2.3 E-Learning Courses.

Each E-Learning Course must:

- be structured as topic and modules of manageable size for attention, retention and easy review;
- be accompanied by an outline that provides a defined start and end, and a recommended sequence of learning, and that states objectives and competencies, recommended learning path, assessment method and qualification criteria;
- if advertised as preparation for a professional Certification or credential Exam, be based on certification or credential objectives;
- include hands-on learning focused on improving Autodesk Product use skill sets.

## 2.4 Progress

Progress through the E-Learning Course must be dependent upon successful demonstration of competencies. Progress must not be based solely on attendance or on completion of viewing learning content.

## 2.5 Certificate of Completion

Approval of an E-Learning Course is limited to offering a training program equivalent to a Course at the Site. E-Learning Courses receiving Certificates of Course Completion must provide the equivalent of one (1) day (no fewer than four (4) hours of) instruction by any one of these:

- online live instruction;
- equivalent learning content;
- a combination of online live instruction and learning content; or
- a combination of live instruction in the Site, online live instruction, and learning content.

Additionally, Course must be started and completed by the End Customer within ninety (90) calendar days and the End Customer must demonstrate completion with an assessment of competency and/or knowledge of the content presented.

## 2.6 Reporting.

ATC **must** report to Autodesk quarterly via the TES on End Customer numbers, attendance, progress, survey Evaluation results as determined by End Customer feedback through the TES, and completion ratios. Failure to submit required quarterly report could result in de-authorization of ATC's E-Learning Course approval and/or ATC suspension or termination. Quarterly report will be submitted to Autodesk via the TES and verifiable by the Distributor.

## EXHIBIT-2

### **ADDITIONAL REQUIREMENTS FOR LEARNING DELIVERED WITH VIRTUALIZED SOFTWARE**

#### **1. PERMISSION FOR VIRTUALIZATION OF AUTODESK PRODUCTS**

Autodesk is giving permission to ATCs to provide End Customers with access to the Autodesk Products under single-user Subscription via an application virtualization method, as further described herein. ATC must request permission for use of Virtualization Benefits pursuant to the process set forth in Section 3 below. Autodesk reserves the right to terminate Virtualization Benefits and/or the licenses or subscriptions for Autodesk Products upon notice, with immediate effect, in the event of ATC's breach of the Agreement or the Autodesk Terms of Use ("**Terms of Use**"): <https://www.autodesk.com/company/terms-of-use/en/general-terms>

<https://www.autodesk.com/company/terms-of-use/en/general-terms>

ATC's use of Autodesk Products is subject to the Terms of Use and includes the following Virtualization Benefits for Single User Subscription, which supersede and replace any virtualization benefits set forth in the Terms of Use. Any capitalized terms used but not defined herein shall have the meaning assigned to such term in the Terms of Use.:

Notwithstanding anything to the contrary contained in Section 15.3 of the Terms of Use (Acceptable use of offerings), if You are a Single User subscriber (or have purchased Single User subscriptions for your users), You may access and use Offerings on or through the internet or through a wide-area network (WAN) or other non-local network or on or through any virtual private network (VPN), whether using application virtualization technology or remoting virtualization technology, or otherwise, subject to all conditions and limitations contained in these Single User Subscription Virtualization Benefits Terms (the "**Virtualization Benefits**").

#### **Limitations**

- Not Applicable to Web Services. The Virtualization Benefit excludes Web Services Subscriptions and web services benefits that are included with Software Subscriptions.
- Not Applicable to Specified Software. Not all Autodesk Software is eligible for Virtualization Benefits. Virtualization Benefits do not apply to Software listed on the Virtualization Excluded Software List. You can find that list here: <http://www.autodesk.com/virtualization-exclusions>

Autodesk will periodically update the Virtualization Excluded Software List to add and remove Software from the list. All additions to the list are applicable prospectively. All removals from the list are retroactive.

**Example 1:** You acquire six Single User Subscriptions for particular Software and at that time the Software is not listed on the exclusion list. Later Autodesk adds that Software to the exclusion list. You may use the Virtualization Benefits with each entitlement for that Software that You purchased prior to the Software being added to the list, but You may not apply Virtualization Benefits to any subsequently purchased subscriptions for that Software after the Software has been added to the list.

**Example 2:** You acquire six Single User subscriptions for particular Software and at that time the Software is listed on the exclusion list. Later Autodesk removes that Software from the exclusion list. Subsequent to the date of removal, You may apply the Virtualization Benefits to any or all of Your six subscriptions for that Software.

### **Conditions on Support for Virtualized Software**

For Software that You virtualize under the Virtualization Benefit, Autodesk will support such Software pursuant to the terms set forth in Section 2 of the Program Guide, except that Autodesk is **not** obligated to provide support services for support requests where the reported incident cannot be reproduced by Autodesk on a physical machine, outside of any virtualization environment. Autodesk has no obligation to provide support for incidents to the extent caused by or related to any third-party virtualization software or Your virtualization environment, including, without limitation, no obligation to assist with compatibility or interoperability issues related to use of any Autodesk Software with any third-party virtualization software or with Your virtualization environment.

### **“Certification” Disclaimer; Assumption of Risk**

Autodesk may publish from time to time on its Software product home pages, Autodesk Knowledge Network and similar Autodesk web properties, or in product related documentation or in other contexts, information regarding use of Software in virtualized environments (collectively, “Certification Information”). Such Certification Statements are provided merely as a convenience to You for informational purposes and reflect only such limited testing as Autodesk has performed with respect to specific versions of specific Software used with specific third-party virtualization technologies and/or specific virtualization environments. Certification Information is provided on an “as is” basis and may contain errors, inaccuracies, incomplete information and other misstatements. If You intend to use the Virtualization Benefits, You should perform Your own independent compatibility assessment before doing so.

By using the Virtualization Benefits, You acknowledge that such Certification Information does not constitute any form of promise or commitment of any particular level of compatibility between any Autodesk Software and any third-party virtualization technology. If You use the Virtualization Benefits, You assume all risks associated with such use, including, but not limited to incompatibility between Software and third-party virtualization technology and/or Your virtualization environment.

## **2. ADDITIONAL REQUIREMENTS**

ATC may not make copies of, or in any way duplicate license files that are intended for use on any specific virtual server for concurrent use on a separate server, whether virtual or physical.

ATC warrants it will utilize consistent license management system(s) within the virtual application environment to record all instances of remote access to the Autodesk Products.

ATC will maintain hosted environment usage reports related to the Autodesk Products and make such reports available to Autodesk, or the Distributor, upon request.

ATC is required to schedule all Courses delivered using virtualized software in TES and provide Evaluations to End Customers from TES after they complete a Course delivered with virtualized software.

ATC acknowledges when using Virtualization Benefits, ATC will order a number of Subscriptions to be used concurrently to provide training services. ATC will only use the number of concurrent licenses paid for, or issued, in the Program. (For example: ATC Main Site 25 Single User Subscriptions equals 25-concurrent licenses in a virtual application environment.)

**3. PROCESS FOR REQUESTING APPROVAL FOR VIRTUALIZATION BENEFITS**

ATC is required to notify the Distributor in writing to request approval from the Distributor to use Virtualization Benefits. Distributor requires at a minimum fifteen (15) day prior notification from ATC, unless otherwise approved in writing by Autodesk

ATC can allow access to Autodesk Products and documentation using Virtualization Benefits for use solely in support of ATC's training Services.

ATC acknowledges if ATC uses Subscriptions for Autodesk Products in the virtual environment, ATC is not allowed to use the same Subscriptions for Autodesk Products concurrently in a physical classroom.