

Authorized Training Center

Global Program Guide

Program Year 2013

**(5 November 2013 to 31 January 2014)**

**FY14 Version 2.0**

**November, 2013**

**Welcome to the Autodesk Authorized Training Center Program**

The Autodesk® Authorized Training Center Program (“**Program**”) aims to support Authorized Training Centers in their efforts to train, test, and certify Autodesk Software users.

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This Autodesk Authorized Training Center (“**ATC**”) Program Guide (“**Guide**”) is referenced in and forms part of your Autodesk Training Provider Agreement (“**Agreement**”). Defined terms in this Guide have the same meanings assigned to them in the Agreement, unless otherwise specified. The effective date of this Guide is November 5, 2013. The Products listed in Guide Exhibit 1: Product Groupings are as of November 5, 2013. Any changes to Product Groupings after November 5, 2013, will be communicated separately and published either on a designated Autodesk website, or a designated distributor’s website (“**Program Portal**”).

Autodesk reserves the right to amend, modify, or terminate this Guide and the programs or benefits described herein at any time with thirty (30) days’ prior written notice. In the event that Autodesk makes new programs available to Partners, those programs will be announced via communications posted to the Program Portal. Autodesk reserves the right to interpret or clarify this Guide at its sole discretion.

If you have any questions about any part of the Program, please contact the Autodesk Training Provider Distributor in your territory (“**Distributor**”) or your Autodesk Training Provider Program Manager (“**PM**”).

This Guide contains Autodesk Confidential Information and should be treated as Confidential Information under the terms of the Agreement.

In order to be eligible for any of the Program Benefits, a Partner must be in compliance with and in good standing under the Agreement and comply with all guidelines, criteria, and/or requirements contained or referenced in this Guide.

1. **Program Overview**

To become an ATC, a training center must meet criteria established by Autodesk, in its sole discretion, and must apply for authorization from Autodesk or a designated partner. Upon authorization, the ATC becomes eligible for Program benefits and ATC Autodesk Software Product License fees and may have sites accredited with a specialization in an industry or product group, if the ATC meets the criteria as established by Autodesk. Individuals receiving training using the Autodesk Software Products must be 13 years of age or older. ATC agrees not to provide any person under the age of 13 with access to any Autodesk Software Products.

The Program is divided into three (3) geographic areas (“**Geos**”):

* AMER - Americas
* APAC - Asia Pacific
* EMEA - Europe, Middle East & Africa

Benefits, criteria, and/or software supply may vary based upon the Geo or upon a region (as determined by Autodesk) within the Geo, in which the ATC or an ATC Site is physically located. Geo- or region-specific information on variances in software license policies will be provided in the ATC Welcome Pack documentation. ATC agrees that ATC will not provide services related to or access to Autodesk Software Products to residents of any US embargoed countries (which as of November 2013, include Sudan, Syria, Cuba, Iran and North Korea).

1. **Program Benefits**

The Program provides ATCs with a comprehensive range of benefits to support and develop their training businesses. Availability of benefits is subject to being in compliance with and in good standing under the Agreement and meeting the criteria provided in this Guide. Allocation of any funding is subject to funding availability.

|  |  |  |
| --- | --- | --- |
|  | Benefits | All Geos |
| Recognition | ATC Site Certificate and Plaque | ✓ |
| ATC Certificate of Completion | ✓ |
| Use of Autodesk ATC Logo |  |
| Use of Autodesk Certified Instructor Logo | ACI_Logo_Small.png |
| Training/Testing | Software Supply | ✓ |
| Autodesk Subscription Program and Subscription Center | ✓ |
| ATC Certificate of Completion | ✓ |
| Autodesk Professional Certification | ✓ |
| Marketing | Marketing Materials | ✓ |
| ATC Marketing Locator | ✓ |
| Event Promotion | ✓ |
| Enablement | Program Portal | ✓ |
| Product Training for ATC Instructors | ✓ |
| Use of Autodesk Official Training Guides | ✓ |
| Access to and Use of Online Evaluation System and Performance Reports | ✓ |
| Attendance at Business Meetings | ✓ |
| Participation on ATC Advisory Board and/or ATC Leadership Council (where applicable) | ✓ |
| Beta Software Program | ✓ |
| Support | Program Support | ✓ |
| Product Technical Support | ✓ |

* 1. **Recognition**
* ATC Certificates and Plaque(s) and Autodesk logos provided to ATC must be used in accordance with guidelines available on the Program Portal and must not be modified in any way.
* Autodesk or Distributor provides ATCs with a Site Certificate each program year, which confirms your ATC status, as well as a Site Plaque. Both may be displayed at your Site, and may not be modified.
* The Autodesk Certified Instructor logo may be used by the ATC for each of its instructors who meets the Autodesk Certified Instructor (“**ACI**”) requirements for Design, Media & Entertainment or Creative Finishing products, or for such other Autodesk Software Products as may be made available from time to time. ACI status may need to be renewed on an annual basis or when a new version of the product is released.
  1. **Training & Testing**
     1. **Autodesk Software Product License**
* Subject to payment of ATC Autodesk Software Product License fees, meeting training center and instructor pre-requisites, and any criteria related to a Site specialization, an ATC may download the licensed software via the Autodesk Subscription Center (below). Autodesk Software Product upgrades are also available via the Subscription Center.
* Most products are in English, but there is some localization.
* Use of the Autodesk Software Products is governed by the license agreement and other terms and conditions accompanying the software and your Agreement.
  + 1. **Autodesk Subscription Program and Subscription Center**
* Subject to an ATC’s compliance with the Agreement, this Guide, and Subscription terms and conditions, ATCs have access to the Autodesk Subscription Center.
* With Subscription comes, among other things:
  + Product extensions and selected utility programs for the term of your Subscription contract.
    - Product extensions and utility programs must used in accordance with the Center’s terms and may not be resold to any party;
* ATCs are encouraged to inform their trainees about the Autodesk Subscription and what is available through Autodesk Subscription.
  + 1. **ATC Certificate of Completion**
* Must only be
  + used for showing a trainee’s successful attendance and completion of an ATC course; and
  + awarded by an Autodesk Certified Instructor or and Autodesk Authorized Instructor
* Is awarded as an electronic certificate.
* May not be modified.
  + 1. **Autodesk User and Professional Certification**
* Industry-recognized credentials showing knowledge, skills, and/or expertise in the use specific Autodesk software.
* Professional Certification exams may only be offered by an Autodesk Certification Center (ACC), which an ATC may become if the ATC meets the qualifying criteria. An ACC is subject to a separate agreement and program guide.
* User Certification exams may only be offered by an Autodesk User Certification Center, which an ATC may become if the ATC meets the qualifying criteria. An Autodesk User Certification Center is subject to a separate agreement and program guide.
* The candidate must pass an Autodesk Professional Certification exam or Autodesk User Certification exam or series of exams, which are delivered by a third party.
* For a list of available Certification exams, contact your Distributor
  + 1. **Continuing Education Coursework for American Institute of Architects (“AIA”)**
* Subject to the terms and conditions in the AIA passport program guide, AMER ATCs may offer courses for credit to AIA members only if the ATC uses the Autodesk Official Training Guide for the given course free of charge to the AIA.
* This opportunity is subject to Autodesk being able to obtain AIA approval on an annual basis. If Autodesk is unable to obtain such approval, this opportunity will not be available to AMER ATCs.
* Participation is highlighted on the ATC Locator.
  1. **Marketing**
     1. **Marketing Materials**
* Subject to the terms and conditions set out in Exhibit 4 – Use of Marketing Materials, Autodesk provides certain marketing collateral and other advertising materials, some of which may already be localized, (“**Marketing Materials**”), which the ATC may reproduce and distribute in connection with its appointment as an ATC. ATC may not distribute marketing materials to individuals under 13 years old.
* Where such materials are not available, access to an ATC specific marketing web site with downloadable artwork may be made availabe for ATCs to produce marketing collateral.
* A range of advertising templates, which an ATC can take and personalize by inserting its Site details and place in the advertising media templates.
  + 1. **ATC Locator**
* A prominently placed marketing locator on [www.autodesk.com/atc](http://www.autodesk.com/atc) (and country equivalents, for example [www.autodesk.co.uk](http://www.autodesk.co.uk)).
  + 1. **ATC Event Publisher**
* An ATC Event Publishing tool is available for use on [www.autodesk.com](http://www.autodesk.com) (and some country equivalents, for example [www.autodesk.co.uk](http://www.autodesk.co.uk)), for example, to publish classes, let ATC trainees know about one-day updates and workshops, or promote special training events.
  1. **Enablement**
     1. **Program Portal**
* ATCs will have access to the Program Portal, a centralised website for information and communications to keep ATCs current on the Program and other offerings.
* Assigned ATC Site Managers are given administrative rights and can create, modify, or disable accounts for others in the organisation.
* Misuse of Program Portal content may result in immediate termination of ATC membership and the Agreement. ATC may not share or disclose its Program Portal password with any third parties.
  + 1. **Product Training for ATC Instruction**
* Qualifying ATCs, by invitation of Autodesk in its sole discretion, will be invited to attend Autodesk Product Technical Training (classroom or online) on the latest Autodesk software releases.
* ATC Instructors are also eligible to enroll and complete courses made available on the Autodesk Learning Central (ALC) system.
* Attendance on, or completion of training or online courses may be required to retain Certified or Authorized Instructor status
  + 1. **Use of Autodesk Official Training Guides**
* Through Distributors or directly from publishers, Autodesk makes available Autodesk Official Training Guides (“**AOTG**”) to support ATCs and ATC Instructors to provide consistency in classes and an alternative to ATCs’ needing to create a curriculum. The AOTG are intended for hands-on classes and provide information on real-world use of Autodesk products.
* A list of AOTG or other available training courseware is published on the Program Portal.
* If an AOTG is not translated into a language in which an ATC teaches regularly, or is not available for a product taught by an ATC, the ATC should contact its PM or Distributor for guidance on suitable alternative training guides.
  + 1. **Access to Online Evaluation System & Performance Reports**
* Each ATC is given access to use the Evaluation System, with unique site and instructor codes to register authorized courses, and to analyze the ATC’s performance as assessed by trainee feedback and compare it with the overall performance of other ATCs in the same territory.
* The information gathered through the Online Evaluation System will be accessible by Autodesk and Distributors.

Awards for the top performing ATCs, as determined by the trainee evaluation results, may be awarded annually, and may vary by geographical area.

* + 1. **Autodesk Business Meetings and Events**
* To help promote communication in the ATC network, meetings may take the form of regional group meetings (such as ATC Summit in AMER) or meetings with individual ATCs.
  + 1. **Advisory Board & Leadership Councils**
* To help promote dialogue within the AP and ATC networks, AP and ATC distribution, and/or Program management, participation on an Advisory Board or Leadership Council, where available, is strongly encouraged.
  + 1. **Beta Software Program**
* The goal of the Beta program is to test Autodesk products in a real-world environment and to collect each Beta site's assessment of the product’s readiness for commercial release.
* Any such Beta copies are provided purely for the ATC alone to try out, are not for resale or for use by ATC trainees or any other third parties, and are subject to Beta use terms and conditions.
  1. **Support**
     1. **Program Support**
* Each active ATC in compliance with and in good standing under the Agreement and this Guide is eligible to receive Program support, as determined by Autodesk, from the PM or Distributor for the ATC’s territory.
  + 1. **Product Technical Support**
* ATCs may be eligible for product support. Autodesk will provide product support, as determined by Autodesk, to assist with the set-up and installation of Autodesk Software Products in preparation for training on Autodesk Software Products at the Site. Before contacting Autodesk, the ATC is required to use their best efforts to research an answer to the question by using the knowledge base help files and other tools that are made available to them on the Program Portal and other online support services.
* Autodesk Product Support is provided via a single case tracking system accessed on Partner Center at <https://partnercenter.autodesk.com>. All support calls must be initiated by a Site instructor who has taken product training in the product for which support is required.

1. **Qualifying Criteria**

Site Qualifying Criteria at a Glance

|  |  |  |  |
| --- | --- | --- | --- |
| Requirements | AMER | APAC | EMEA |
| Autodesk approval of Site | ✓ | ✓ | ✓ |
| Certified or Authorized Instructor(s) | At least 1 | At least 1 | At least 1 |
| Must Meet Qualifying Criteria for Training Authorized Courses | ✓ | ✓ | ✓ |
| Trainee Satisfaction | Minimum Participation and Score of 85% | Minimum Participation and Score of 85% | Minimum Participation and Score of 85% |

There are additional qualifying criteria for E-Learning Courses (Exhibit 2). If an ATC fails to maintain its compliance with the qualifying criteria in this Section 3 or, as applicable, Exhibit 2, the ATC will be in material breach of the Agreement and may, among other things, lead to the termination of the Agreement.

* 1. **ATC Site Approval**
     1. If an ATC has training Sites in different locations, one Site must apply for approval from Autodesk to be the Main ATC Site and any other sites where ATC would like to offer training under this Guide must apply for approval from Autodesk to be a Satellite ATC Site. Any Satellite ATC Site must be fully owned by the Main ATC Site or be under majority control of the Main ATC Site. If a Satellite ATC Site(s) is approved, the ATC is solely responsible for (1) ensuring a Satellite ATC Site’s compliance with the Agreement and Guide, (2) ensuring a Satellite ATC Site’s making timely payment of fees and costs due under this Guide, (3) distributing all Autodesk communication to the Satellite ATC Site(s), (4) ATC software management, and (5) administrative management of Program Portal access.
     2. With Site approval comes the authorization to train on specific Autodesk Software Products as determined by Autodesk in its sole discretion. Each Site must offer at least one (1) course on an Autodesk Software Product.
     3. ATC Sites must meet appropriate standards for professional training facilities. Distributors may refuse a Site application if in their opinion a Site:
        + is not of appropriate standard of quality and facilities to represent the ATC program positively;
        + does not have the appropriate facilities and equipment to allow proper demonstration of Autodesk products or to allow students adequate access to equipment in order to practice and learn effective use of the Autodesk products; or
        + does not have presentation or communications facilities suitable for the demonstration of practical use of Autodesk software.
     4. Mobile labs (such as in vehicles with computers or laptops) may be utilized at trainee or customer owned sites for the explicit purpose of custom training. Mobile labs are not to be utilized in place of satellite ATC locations and should not exceed the total number of licenses purchased and installed in the overall ATC’s inventory for the program year.
     5. In order to train Authorized Courses, however, there are additional criteria. ATC must have Autodesk Certified or Authorized Instructors for each Product Authorization to teach each Authorized Course and must use AOTG or approved alternative training materials.
  2. **Certified or Authorized Instructor(s)**

To teach courses on Autodesk Software Products which qualify for with the issuance of Certificates of Completion, an ATC must have at least one (1) instructor who is an Autodesk Certified Instructor (“ACI”) or an Autodesk Authorized Instructor. Instructor Certification or Authorization may be required at every new Autodesk product release. As a result, ATC ACI(s) and/or Authorized Instructors may need to take further training, and/or pass an Autodesk product exam on the new product to maintain the ATC’s product authorization as granted at the time of initial site acceptance and registration. Product authorization requirements will be announced at each new product release, usually via the Program Portal.

* + 1. **Autodesk Certified Instructor.** An ACI for a Autodesk Software Product will be considered to meet the necessary requirements for that product. For details on ACI requirements, and how to apply to become an ACI, see the [Autodesk ACI website](http://usa.autodesk.com/adsk/servlet/index?siteID=123112&id=11682205) or contact your Distributor for information on program availability.
    2. **Autodesk Authorized Instructor.** If an ATC does not have an ACI for a given Autodesk Software Product, the ATC may request that Autodesk authorize an instructor for the product. Autodesk will consider the following in determining whether an instructor has the technical competency and experience to teach a course on an Autodesk Software Product:
* holding a locally recognized teaching qualification or certificate;
* holding an Autodesk Professional Certification on the latest release of products for which Professional Certification is available;
* at least one (1) year of employment (including teaching at least three (3) courses and a minimum total of fifteen (15) students or trainees) at an educational institution (as defined by Autodesk) or an ATC;
* Completed Instructor Enrolment Form;
* CV/Resume of proposed instructor;
* Copies of certificates that demonstrate training that the instructor has received on Autodesk products; and/or
* Samples of work.

These are the main considerations and Autodesk, in its sole discretion, will determine whether an instructor will be authorized to teach Autodesk Software Product(s).

* + 1. **Additional Comments.**
* Not all Autodesk Software Products require proof of product knowledge. See Exhibit 1 - Product Authorizations for additional information. An Autodesk Authorized Instructor is authorized to train Authorized Courses on such products.
* An ATC instructor will need to add technical competency in each new Autodesk product release. As necessary, Autodesk may require an ATC instructor to attend product training or to pass a product knowledge test or certification exam. Training may be provided at a Site or through Autodesk Learning Central, Autodesk’s online training tool.
* Autodesk will issue each instructor a unique instructor identification number, which will be used to track the instructor’s performance using the ATC trainee online evaluation system. If the ATC trainee online evaluation system records no instructor activity within a 12-month period, the ATC will be contacted and the instructor ID may be deactivated.
* If the ATC does not have instructors who are ACI or who are otherwise authorized by Autodesk to teach a given product, an ATC cannot teach that given product.
  1. **Qualifying Criteria for Training Autodesk Courses**
     1. **ATC Site Approval**. See Section 3.1.
     2. **Autodesk Certified Instructors**. See Section 3.2.1.
     3. **Autodesk Product Authorization.** Product authorizations are:
* Horizontal (Platform cross-industry products, including AutoCAD and 3ds Max Design)
* Vertical:
  + AEC (Architecture, Engineering and Construction)
  + MFG (Manufacturing)
  + Media and Entertainment (M&E)
  1. **Trainee Satisfaction**
* Each ATC is required to provide each trainee with a trainee satisfaction survey, which Autodesk solely maintains, on the Autodesk Online Course Evaluation system at the end of every Autodesk Authorized Course. ATCs must always maintain a trainee satisfaction rating of at least 85% as measured over a twelve- (12-) month period by the Overall Performance (OP) index in the Autodesk ATC Evaluation System unless otherwise agreed with Autodesk.
* In addition, Autodesk or Distributor may contact a sample of an ATC’s trainees to confirm the survey results submitted or to follow up on complaints.

1. **QUALITY & PERFORMANCE**

Approval by Autodesk for ATC status is based upon warranties and representations made by the ATC in the application process. After approval, an ATC must continue to meet the qualifying criteria. Failure to maintain the qualifying criteria or to perform the obligations in this Section is a material breach of the Agreement and Guide.

* 1. **service provision and Customer satisfaction criteria**

ATCs are required to meet performance targets, as established with the ATC’s Distributor, relating, but not limited, to

* Training and certification volumes; and
* Trainee satisfaction;

ATCs are required to provide trainee satisfaction surveys to trainees for training or project services offered under this Program as instructed by Autodesk.

* 1. **Trainee Complaints.**

Autodesk or Distributor may review with the ATC any complaint that Autodesk or Distributor receives from a trainee or customer of the ATC. If Autodesk receives three (3) or more complaints within a Program Year, Autodesk reserves the right to terminate the Agreement immediately upon notice. Upon such termination, the ATC shall comply with any applicable terms of the Agreement, including the obligation to cease all use of the Autodesk Software Products obtained pursuant to the Agreement, and return all documentation and ATC branded materials to Autodesk.

* 1. **Site Audits.**

Autodesk or Distributor will conduct Site audits to check for Site compliance with the Guide and Agreement. The audits will be carried out during business hours. A minimum of 24 hours’ notice will be provided before a Site audit.

* 1. **Corrective Action Plan.**

If a Site fails to meet the qualifying criteria in this Guide, Autodesk or Distributor may, at its sole discretion, propose an action plan to remedy the failure. If the action plan is not completed successfully, the ATC and/or its Site may receive notice of termination in accordance with the terms of its Agreement or notice of Product Training de-authorization.

* 1. **Product Training De-authorization**.

De-authorization will occur in the event of non-compliance with this Guide, inability to remedy identified issues in a Corrective Action Plan, any other breach of the Agreement, or if a Distributor loses authorization for a product sold through to the ATC. De-authorization means that the Site may no longer provide Authorized Courses on the de-authorized product(s), or use their ATC Autodesk Software Product licenses of the de-authorized product(s) for the provision of training classes or for any other purpose. Upon de-authorization, the ATC shall comply with any applicable terms of the Agreement, including the obligation to cease all use of the Autodesk Software Products obtained pursuant to the Agreement, and return all documentation and ATC branded materials to Autodesk.

1. **ATC Administrative Responsibilities**
   1. **Maintaining E-mail and Communication.**

Each Site must designate one person as the primary point of contact (“**ATC Site Manager**”) between the Site and its PM and/or Distributor. ATC Site Managers are required to have internet and e-mail access in order to remain current with the Program and to receive special e-mail communications from Autodesk or Distributor. This ATC Site Manager must, among other things, use his/her best efforts to keep Site staff fully informed about ATC Program news, announcements and criteria, etc., as appropriate.

**Changes to ATC Company and Site Information.**

Each ATC is required to notify Autodesk or Distributor of all changes that may affect their status as an ATC, including without limitation:

* Change of company ownership or company name;
* Change of ATC company or Site name, address, email address, telephone, or fax, or Site Manager name, address, email address, telephone, or fax;
* Change in instructors employed at the Site; and/or
* Change in the instructors’ personal qualifications on Autodesk Software Products.
  1. **Registering Additional ATC Sites**

If, after a Program Year has begun, an ATC wishes to register additional Site(s), the ATC must complete and return to your Distributor a new ATC Site Enrolment Form for each new ATC Site, accompanied by a new business plan explaining why the site should be accepted for authorization. Where applicable, the ATC will be required to pay an additional ATC Autodesk Software Product license fee for each additional Site registered in the Program. Instructions on how to request software authorization codes are provided in the ATC Welcome Pack documentation. The same terms of this Guide and Agreement apply to any additional Site(s).

* 1. **Requesting additional Industry/Product Group Authorization(s)**

If, after a program year has begun, a Site requires authorization for additional product group(s), the ATC must notify its Distributor in writing (by fax or email) and provide reasons explaining why the Site should be granted the further Authorization(s). Proof of instructor training and/or qualifications must also be supplied in accordance with Section 3.2.

# Exhibit 1 - Product Authorizations

Product Groups are categorized as

* Core products for which authorization is granted as a single application
* X-industry vertical access products which are granted with the Core application (and which may include products normally associated with another industry)
* Specialist Authorization products which require separate application, and may only be available to ATCs with the corresponding Core products authorization
* Specialist x-industry authorization products, which require separate application, but are available to more than one of the “vertical” industries

Product Groups and products as of November 5, 2013 (subject to change as announced from time to time)

|  |  |  |
| --- | --- | --- |
| **AEC** | **MFG** | **M&E** |
| **Specialist**  Robot Structural Analysis  Infraworks (Infrastructure Modeler)  Infrastructure Map Server  Fabrication  BIM 360 Field and Glue | **Specialist**  Autodesk Simulation (inc. SIM360)  Autodesk Simulation Moldflow  Alias Surface  Alias Automotive  VRED | **Specialist**  Smoke for Mac |
| **Core**  AutoCAD Civil 3D  AutoCAD Utility Design  Revit Architecture  Revit LT / Suite  Revit Structure  Revit MEP  Ecotect Analysis  QTO\*  AutoCAD Structural Detailing  (Constructware\* / Buzzsaw\*)  Infrastructure Des S Pr/Ult  Building Design S Pr/Ult | **Core**  Inventor (Pro/Suites)  Inventor LT / Suite  Inventor Publisher\*  Inventor ETO (Intent)  (Streamline\*)  Direct Connect\*  Showcase Pro/Pres  Vault Professional  Factory Design S Pr/Ult  Product Design S Pr/Ult | **Core**  Maya and Maya LT  3ds Max  Softimage  MotionBuilder  Mental Ray  Mudbox\*  Combustion\*  Maya Ent. Creation Suite (inc. Turtle for Maya)  Max Ent. Creation Suite  Softimage Ent. Creation S |
| **Specialist x-industry**  P&ID  Plant 3D  Plant Design Suite | **Specialist x-industry**  P&ID  Plant 3D  Plant Design Suite | **Specialist x-industry**  P&ID  Plant 3D  Plant Design Suite |
| **X-industry vertical access**  ACAD Architecture  ACAD MEP  ACAD Map 3D / Enterpr.  Autodesk ReCap  Navisworks  ACAD Mechanical  ACAD Electrical/ECSCAD  Vault Wkgp./Coll./Office  Alias Design\*  3ds Max Design  Sketchbook Designer\*  Sketchbook Pro\*  Raster Design  Building Design S Std  Infrastructure DS Std  Factory Design S Std  Product Design S Std | **X-industry vertical access**  ACAD Architecture  ACAD MEP  ACAD Map 3D / Enterpr.  Autodesk ReCap  Navisworks  ACAD Mechanical  ACAD Electrical/ECSCAD  Vault Wkgp./Coll./Office  Alias Design\*  3ds Max Design  Sketchbook Designer\*  Sketchbook Pro\*  Raster Design  Building Design S Std  Infrastructure DS Std  Factory Design S Std  Product Design S Std | **X-industry vertical access**  ACAD Architecture  ACAD MEP  ACAD Map 3D / Enterpr.  Autodesk ReCap  Navisworks  ACAD Mechanical  ACAD Electrical/ECSCAD  Vault Wkgp./Coll./Office  Alias Design\*  3ds Max Design  Sketchbook Designer\*  Sketchbook Pro\*  Raster Design  Building Design S Std  Infrastructure DS Std  Factory Design S Std  Product Design S Std |
| **Horizontal**  AutoCAD (inc. LT)  AutoCAD for Mac (inc. LT)  Raster Design\* | 3ds Max Design  Alias Design\*  Sketchbook Designer \*  Autodesk Design Suite | Mudbox\*  Showcase\*  AutoCAD Freestyle\* |

Note: \* Products marked with an asterisk (\*) do NOT require separate instructor authorization

Note: Products or services in parentheses ( ( \*) ) - ATC does not include subscriptions to the hosted collaboration services. ATCs may include training on these products in Authorized Courses. Services include:

* Streamline
* Buzzsaw
* Constructware

Note: Products provided as free or low cost downloads (e.g. AutoCAD Freestyle) or as purchasable apps from iTunes app store, or Android market app stores (e.g. “Fluid FX”) are not included in the ATC licenses or authorizations.

Note: additional products with releases before 2013, but which have been discontinued or replaced for 2013, may also be available to authorized ATCs; contact your Distributor for advice.

# Exhibit 2 - E-Learning Course Qualifying Criteria

This Exhibit 2 supplements the Guide by providing additional Program components, which are specific to ATCs that offer E-Learning Courses. To be able to offer Authorized Courses, in part or wholly, online, the ATC must meet the qualifying criteria in this Exhibit, as well as the duties and obligations in the main body of this Guide, must be in good standing with the Agreement, and must submit a proposal for online training, which must be approved by Autodesk, in its sole discretion, prior to the ATC offering Authorized Courses as E-Learning Courses.

1. **Proposal REQUIREMENTS**

A proposal application form and completion guidance notes are available from the Distributor and the application must include:

* 1. Detailed explanation of which Authorized Courses are to be offered online;
  2. List of Site(s) where video content will be recorded;
  3. List of ACI or Authorized Instructors who will teach each Authorized Course;
  4. Proof of ACI or Authorized Instructor status;
  5. An outline script of the Authorized Course content to be posted online;
  6. Description of IT infrastructure to support the proposed online training(s); and
  7. Other information, which the ATC feels addresses the qualifying criteria in Section 2 of this Exhibit or which is requested by Autodesk or Distributor.

1. **Qualifying Criteria**

Upon authorization under this Exhibit 2:

* 1. **Instructors**. Each instructor must be and remain an ACI or Authorized Instructor of the Authorized Course.
     1. Each Authorized Course must be taught by the ACI or Authorized Instructor identified in the Proposal.
     2. Instructors must be available for a reasonable time scheduled and published for the duration of the Authorized Course to support trainees.
  2. **IT**. 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 student through the course content (learning modules or live sessions);
* control the trainee entering and progressing through the course content/modules;
* take control of student screen for troubleshooting; and
* permit file sharing.
  1. **Courses**. Each E-Learning Course Course must
     1. be structured as topic and modules of manageable size for attention, retention and easy review;
     2. 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;
     3. if advertised as preparation for a Professional Certification Exam, be based on certification objectives;
     4. must include hands-on training focusing on training or improving Autodesk software use skill sets.
  2. **Progress.** Progress through the course must be dependent upon successful demonstration of competencies. Progress must not be based solely on attendance or on completion of viewing learning content.
  3. **Certificate of Completion**. Approval for an E-Learning Course is limited to offering a training program equivalent to an Authorized Course at the Site. Authorized Courses receiving certificates of completion must provide the equivalent of one (1) day (no fewer than six (6) 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, such a course must be begun and completed by the trainee within thirty (30) calendar days and the trainee must demonstrate completion with an assessment of competency and/or knowledge of the content presented.

* 1. **Trainee Satisfaction**. Trainee satisfaction as described in Section 3.4 of the main part of the Guide must be met.
  2. **Reporting**. ATC must report quarterly on student numbers, attendance, progress, survey results as determined by trainee feedback through the Autodesk Evaluation System, and completion ratios.

# Exhibit 3 - ACADEMIC PARTNER

This Exhibit 3 supplements the Guide by providing additional Program components, which are specific to Academic Partners (AP) that offer training on Autodesk Software Products and educational services to Academic End Users. The purpose of this Program is to promote training services to accredited academic institutions, Faculty and Students and the use by institutions, Faculty and Students of Autodesk Education resources and programs, including, without limitation:

* The Autodesk Education Community
* The Autodesk Academic Resource Center (where applicable)
* Autodesk Education learning materials and certifications
* Autodesk Education programs, projects, events and competitions

1. **Qualifying criteria**

To be considered for Accreditation as an AP, an ATC must:

* 1. meet the criteria for the AP program;
  2. demonstrate a successful history of providing learning, training or certification services to accredited academic institutions, as determined by Autodesk or your Distributor in either’s sole discretion; and
  3. present a business plan identifying how it will meet the expectations listed above.

Guidelines for applications are available from the Distributors.

1. **PROGRAM BENEFITS**

Autodesk or Distributor provides APs with additional benefits to support and develop their academic businesses. Availability of benefits is subject to being in compliance with and good standing under the Agreement and meeting the criteria provided in this Guide. Allocation of any funding is subject to funding availability.

|  |  |  |
| --- | --- | --- |
|  | Benefits | All Geos |
| Recognition | AP Site Certificate and Plaque | ✓ |
| AP Certificate of Completion | ✓ |
| Use of Autodesk AP Logo |  |
| Training/Testing | AP Certificate of Project Completion | ✓ |
| Marketing | AP Marketing Materials | ✓ |
| AP Marketing Locator | ✓ |
| Event Promotion | ✓ |
| Beta Software Program | ✓ |

* 1. AP Certificates and Plaque(s) and Autodesk logos provided to AP must be used in accordance with Autodesk marketing guidelines and must not be modified in any way.
  2. Autodesk or Distributor provides APs with a Site Certificate each program year, which confirms your AP status, as well as a Plaque. Both may be displayed at the AP registered Site, and may not be modified.
  3. APs may be entitled to participate in nominated marketing programs, including where available sales leads programs, which are restricted to promotion of their services to accredited academic institutions, educators or students, in their geographic area.
  4. APs may be entitled to a number of software licenses for instructor use only, subject to payment of a software license fee. Information on fees and licenses provided is available from the Distributors.
  5. Marketing Programs: APs may be entitled to participate in nominated marketing programs, including where available sales leads programs, which are restricted to promotion of their services to accredited academic institutions, Faculty or Students, in their geographic area.
  6. APs may use and incorporate into their training materials educational materials available through the Autodesk Education Community, or through other sources as defined from time to time by Autodesk, for the purposes of offering training services under this Program, subject to any restrictions on use that may be included with such materials. Notwithstanding the foregoing, Autodesk and/or its licensors (as applicable) own and retain all right, title, and interest in and to such materials. APs may not use any Autodesk educational materials for any other purpose, and may not sell such materials independently of any added value training or support services.
  7. AP Course Completion Certificate or Certificate of Project Completion
* Must only be
  + used for showing a trainee’s successful completion of an AP course or a project related to use of Autodesk Software Products; and
  + awarded by an Autodesk Certified Instructor or and Autodesk Authorized Instructor.
* Is awarded as an electronic certificate.
* May not be modified.

1. **REQUIREMENTS**
   1. Meet performance targets, as established with your Distributor, relating, but not limited, to

* Training and certification volumes;
* Trainee satisfaction;
* Participation in Autodesk Education related events and programs; and
* Marketing and promotional activities relating to Autodesk Educational programs.
  1. Provide trainee satisfaction survey feedback to Autodesk for training or project services offered under this Accreditation. This trainee satisfaction rate may be different than the target described in Section 3.4 of the main part of the Guide.
  2. APs are required to provide regular reports to the Distributor of progress towards agreed goals as determined by the Distributor.
  3. Any licenses provided under this Accreditation alone are not to be used for any purpose other than internal personal use of AP’s employees or contractors while (i) training Academic End Users solely for Educational Purposes, in accordance with the terms set forth in this Agreement and the AP Program Guide, (ii) conducting internal research for the AP or (iii) developing training materials for the AP related to Autodesk Software Products. The AP may not permit Academic End Users to use the Autodesk Software Products licensed by the AP pursuant to the Agreement. The Academic End Users must obtain their own separate licenses to Autodesk Software Products to be used during the training programs provided by the AP.
  4. AP Accreditation is not to be used to promote services to commercial customers or any organisation which is not an accredited academic institution, educator or student.

1. **feeS**
   1. Already qualifying ATCs may apply for AP Accreditation for no further fees, unless the ATC requires additional licenses.
   2. If not already a qualifying ATC, each Academic ATC may need to purchase, initially, adequate licenses of the software in order to fulfill the Academic Partner’s business plan in Section 1.3 of this Exhibit.

# Exhibit 4 – Use of Marketing Materials

1. **Definitions.** The following terms shall have the following meanings:

**1.1**. “**Marketing Material**s” means the marketing collateral and other advertising materials that Autodesk may supply ATC from time to time during the Term.

**1.2 “Agreement”** means the Autodesk Authorized Training Center Agreement entered into between Autodesk and ATC which provides for appointment of training center as an ATC on terms and conditions as defined in the Agreement.

1. **Use.**

**2.1 Non-exclusive License.** Subject to the terms and conditions of this Attachment and any limitations or exclusions on use of the Marketing Materials communicated or provided by Autodesk from time to time (including those posted on Partner Portal or accompanying the Marketing Materials),Autodesk hereby grants ATC a limited, non-exclusive, non-transferable and non-sublicensable right during the Term to reproduce and distribute the Marketing Materials in connection with their appointment to as an ATC as permitted under the Agreement.

**2.2 Limitations.** Pornographic, defamatory or otherwise unlawful use of Marketing Materials is strictly prohibited whether directly or in context or juxtaposition with specific subject matter. Marketing Materials shall not be incorporated into a logo, trademark or service mark by ATC. Marketing Materials shall not be used contrary to any restriction that is provided in writing to ATC. Marketing Materials shall not be used in (i) a manner that would lead a reasonable person to believe that the model within the Marketing Material personally uses or endorses a product or service; or (ii) in a manner that would be considered unflattering or controversial to a reasonable person. With respect to any Marketing Materials delivered or stored in an electronic form. ATC must retain the copyright symbol and markings thereon. ATC may not make additional high-resolution copies of the Marketing Materials and ATC will maintain a robust firewall to safeguard against unauthorized third-party access to the Marketing Materials.

* 1. **Retention of Rights by Autodesk.**  As between Autodesk and ATC, the Marketing Materials remain at all times the property of Autodesk. Except as expressly provided herein, ATC is not granted any other right or license to patents, copyrights, trade secrets, trademarks or other intellectual property right with respect to the Marketing Materials. ATC shall take all reasonable measures to protect Autodesk’s proprietary rights in the Marketing Materials and shall not copy, use or distribute the Marketing Materials, or any derivative thereof, in any manner or for any purpose, except as may be expressly authorized herein. ATC shall notify Autodesk promptly in writing upon its discovery of any unauthorized use of the Marketing Materials.
  2. **Audit Rights.** In addition to the Audit rights set forth in the ATC Agreement, Autodesk, in its sole and absolute discretion, may conduct an audit of the ATC’s use of the Marketing Materials and otherwise ensuring that ATC is complying with the terms of this Attachment.

1. **Warranty Disclaimer and Liability Limitation.** Autodesk and its licensors make no warranties with regard to the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any marketing material. AUTODESK AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE MARKETING MATERIALS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AUTODESK AND ITS LICENSORS SHALL HAVE NO OBLIGATION OF INDEMNIFICATION WITH RESPECT TO THE MARKETING MATERIALS. AUTODESK AND ITS LICENSORS SHALL NOT BE LIABLE TO ATC OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF ATC’S USE OF THE MARKETING MATERIAL OR OTHERWISE, EVEN IF AUTODESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES.
2. **Indemnity by ATC.** ATC agrees to indemnify, hold harmless and defend Autodesk from any cost, loss, liability, or expense, including court costs and reasonable fees for attorneys or other professionals, arising out of or resulting from any breach of the license, illegal use or misuse of the Marketing Materials.
3. **Return of Materials.** Within thirty (30) days of any Autodesk request, Training shall return to Autodesk, all Marketing Materials or copies thereof then in ATC’s possession, and/or upon Autodesk’s written request, destroy all or part of the foregoing property and certify to its complete destruction.

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