

R&M QPP Partner Agreement (2005.0)

The term "certificate" or "certificates" used in the present document is intended to indicate the R&Mfreenet document issued upon successful completion of the QPP training segment and stating the name of the person trained, the name of the employer and the training accomplishment. The term "certification" indicates the process of the R&M Commercial Organization responsible for establishing partner relationships. A Partner who fulfills the certification requirements (training is part of it) receives the title of certified partner.

General Requirements

The following rules apply in addition to the requirements set forth by the R&M Commercial Organization in specific contracts or written agreements and form an integral part of them.

- 1) Training certificates are issued upon satisfactory completion (test and/or exercises) of the relative training program (QPP).
- 2) All training certificates are valid for two years and renewable after participation in QPP update or similar programs .
A limited extension of three months may be granted upon request to R&M.
- 3) Participants in the R&M QPP training implicitly agree to enter personal data in the R&Mfreenet training certification database that will contain the information as per Attachment 1 (Certification Request Form).
- 4) The Certification Request Form for training purposes will be completed by the teacher after verifying that the examination has been successful. Therefore, the database will contain only data relative to trained people who passed the test
- 5) R&M (HQ and/or its subsidiaries in the area of their competence) will maintain the certification database for the only purpose of checking the validity of data and to communicate with trained partners on education initiatives (QPP and its content)
- 6) Name and employer of the QPP training participants who received the certificate will be published on the R&M website only if authorized by the employer (Certification Request Form contains a field to be checked for this purpose).
- 7) The training certificate shows the name of the person who attended the training as well as the name of the employer. If any of the two names change, the certificate will be void unless:
 - a) **the company name changes because of a merger with or acquisition (or similar) by another company.**
In such case the new company must give written notice that they intend to continue honoring the R&M certification agreement.
 - b) **the certified person changes the employer during the six months prior to certificate expiration.**
 1. If the new employer is already a certified partner, a new certificate will be issued without conditions. This certificate will maintain the original expiration date and show the name of the new company.
 2. If the new employer is not a certified partner, the new company must first apply for official partnership through the R&M Commercial Organization. After approval by the R&M Commercial Organization, a new certificate will be issued.
This certificate will maintain the original expiration date and will show the name of the new Company.
- 8) R&M reserves the right of inspecting and checking installations for which a warranty has been requested. Inspection and checking will be conducted at customer site by R&M personnel or their representative. Inspections comprise verification of installation quality and compliance with the R&Mfreenet installation and test guide.
Such verification will be conducted together with partner who requested the warranty.
Partner will be notified of R&M inspection in writing at least 5 working days prior to verification date. In the end, any verified quality failure will be discussed with the partner and according to the seriousness of deviation, number of occurrences or re-occurrences, and their reasons (negligence, careless installation, missing controls, false report or testing data), may result in withdrawal of the certification.
- 9) R&M can withdraw certificates at any time if partner fails to comply with this agreement, or upon violation of the R&M commercial contracts or written agreements, or in case of

unlawful conduct by the partner towards R&M and/or its partners and/or competitors.
10) Withdrawal of certificates is only subject to a decision by the R&M Commercial Organization and does not restrict R&M in any other rights or legal action.

Requirements (for companies only)

R&Mfreenet distributors:

Must, at any time, have at least:

- one instructor
- one or more sales & support person
- and maintain a program for copper and fiber base training and end user similar to R&M certification program
- organize regular QPP copper and fiber base training according to the rules of R&M QPP

Every partner may own multiple certificates; however, a distributor cannot only have one instructor who also acts as the sales & support person and/or designer.

If an R&M distributor decides to contract the services of an external training Company or of an R&M certified instructor for the purpose of educating their employees and/or customers, they must:

- make sure that the training company has an R&M agreement for this purpose
- provide the instructor with positive identification of the invited attendees
- allow the presence and participation of R&M sales representatives in the entire or part of the training.

R&Mfreenet installers:

- must, at any time, have at least two certified installers (one copper and one fiber) and if possible one designer with a valid certificate.
- must have installation personnel 50% of whom attended the copper base and or fiber base training.

If an R&M certified installer decides to contract the services of an external training company or of an R&M certified instructor for the purpose of certifying their employees and/or customers, they must:

- make sure that the training company has an R&M agreement for this purpose
- provide the teacher with positive identification of the invited attendees
- allow the presence and participation of R&M sales representatives in the entire or part of the training.

Consultant or construction companies:

If they are willing to offer a direct R&Mfreenet warranty, they must, at any time, have at least two designers with a valid certificate. As an alternative they could work with an R&M certified partner.

Customers/end user:

It is up to them to participate in QPP. There is no limitation in terms of numbers and levels of participants.

Instructor:

If any company, active in the education (but not in the cabling) market, will be involved in the R&Mfreenet education program as a R&Mfreenet instructor, the following additional requirements must be met:

- must have a valid teaching agreement signed by the R&M Commercial Organization.
- must have and maintain, at any time, at least two certified instructors.
- must have and maintain the training facility and tools according to the rules.

Additional duties/rules of instructors

- Instructors, by nature of their duty, have freedom of QPP content delivery in a form they believe more appropriate for the audience; however they must follow the minimum content (information and time) as indicated in the QPP agendas.
- Instructors are also responsible for the correct use and maintenance of the facility and tools required for the program.
- Instructors are bound by the Copyright (property of R&M) of the material distributed to them for their tasks. In particular, no copies of the CD-ROM containing the whole QPP, will be distributed without authorization from the R&M training department. No changes to the slides content of the QPP will be permitted without the authorization from the R&M Training department.
- Instructors must notify local R&M Sales Representatives of any training carried out for R&Mfreenet purposes and allowing their presence and/or participation (even on a limited time basis).
- All training material will be distributed in .PDF format.
- Instructors are responsible to give the exit test and/or exercise, they may choose the form and content. However, the minimum content and homogeneous evaluation criteria will apply according to the R&Mfreenet education plan.
- Instructors are responsible for exit test evaluations and for completing the Certification Request Form.

By completing and forwarding the form, the teacher confirms that the attendees have followed the training with minimum content and duration and successfully passed the exit test.

In addition, by submitting the Certification Request Forms, the instructors confirm that the participants have understood and accepted (by signature) points 7 through 10 of this letter.

- Instructors are also responsible to collect and deliver to R&M the QPP questionnaire (in paper or electronic form). For analysis purposes, and for possible local translation, the questionnaire will have a fixed form and content and will contain multiple-choice questions. If the Instructor needs to integrate the questionnaire with his/her own statistics, he/she may do so by using a separate form by specifying that it is not for R&M educational purposes. If the instructor believes that the QPP questionnaire should be integrated, improved or modified with information of common interest, he/she may ask R&M to modify or integrate the QPP questionnaire form.
- R&M strongly encourages instructors to handle documentation in electronic form whenever possible. QPP documentation distributed to attendees as well as exit test answers, agendas and attendance sheets shall be archived by the instructor for a period of at least 27 months. R&M has the right to request copies of such archives, or part of it, at any time. Failure to comply with this requirement as well as with the principles of the certification, could result in the withdrawal of the certificate and/or cancellation of the teaching agreement.
- Instructor may ask R&M for variations of the existing rules/procedures if and when special situations occur. Such variations will be limited in number and time and are not intended to be "permanent variations".

Any comment, suggestion or request should be addressed to: training@rdm.com .

Any electronic documentation relative to QPP, including questionnaire and the Certification Request Form, should be sent to the same address.

Any paper document should be addressed to: Reichle & De-Massari Ag
Training Dept
Binzstrasse 31
CHE-8622 Wetzikon
Switzerland