

## **Build Track Agreements – FAQs**

### **1. *Why does my agreement look different?***

We have introduced a new agreement that coincides with the launch of the new Ellucian partner program called the Ellucian Partner Network (EPN). This new agreement aligns with that new partner program.

### **2. *What is the new partner program and how do I fit in to it?***

The EPN is comprised of four tracks that each recognize a different partner model and capability and that support specialized enablement paths for each type of partnership role. The tracks are: Sell, Service, Build and Accelerate.

You will be a valuable member of the Build Track which covers our Integration Partners, that integrate solutions to our products for the benefit of mutual customers, and our OEM Partners, that have solutions that we embed in our product and service offerings.

In particular, for our Integration Partners:

- We have a new Partner Integration Journey, which establishes the integration process for partner solutions and improves the enablement and training materials available to our Build Track Partners.
- We also have a new badging and tiering framework that is linked to the Partner Integration Journey and our new technical validation program. For Integration Partners this confirms the ‘SaaS readiness’ and integration status of the partner’s solutions. Solutions that have been validated as SaaS ready are given the ‘Advanced Solution’ tier and listed as such on the Ellucian Partner Catalog.

### **3. *What terms make up the new agreement?***

The new agreement is comprised of a **coversheet** and a **set of legal terms referenced in the coversheet**.

The coversheet is signed by the partner and Ellucian in order for the partner to be appointed to the Build Track.

The legal terms sit behind the cover sheet and cover aspects such as confidentiality, assertion of each party’s own IP, access to Ellucian APIs and partner resources (termed ‘Ellucian Objects’ in the terms) and data privacy.



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The coversheet also links to the new “EPN Partner Guide” (which is the operational guide that sets out the requirements of, and benefits under, each track) and the EPN Partner Catalog (which lists each partner, the products and services that are covered by their partnership arrangement and their status within the program - including any badge or tier level which the partner or product has achieved, such as the Advanced Solution tier).

All of these terms can be found online in the Terms and Conditions section of the Ellucian partner page on its website (<https://www.ellucian.com/partners>).

#### **4. Tell us more about the coversheet.**

The coversheet is specific to each partner and defines which track(s) the relevant partner is being appointed to and what products and services are covered by their appointment.

This is a vital document that ensures that the partner is clearly appointed to the program and is able to participate in their relevant track.

In the case of Build Track partners, the coversheet will specify that the partner is appointed to the Build Track as either an Integration Partner or a hosted (OEM) partner.

It will also describe any fees that apply and state that membership will be renewed on a calendar year basis, subject to the partner’s continued participation in and observance of the program.

#### **5. Where do I find out more about the Build Track, as referenced in the coversheet?**

The EPN Partner Guide should be the core reference for partners appointed to the Build Track as it is the resource that describes the overall Partner Integration Journey and what the Build Track partnership will involve.

As referenced above, the EPN Partner Guide describes the new Build Partner Integration Journey and the badging and tiering process for Integration Partners.

#### **6. Tell us about the underlying legal terms.**

The legal terms are made up of a general set of legal terms and a data privacy addendum (which is a mandatory requirement in order for the parties to comply with data privacy law).

As already indicated the legal terms cover aspects such as confidentiality, access to Ellucian objects, assertion of each party’s own IP and a recognition that (unless Ellucian has resale rights) each party’s support and other product-related responsibilities are performed directly for the relevant customer and not via the other party. These terms are all important terms for Integration Partners to have in place.

**7. As I am a Build Partner and might not be participating in the other elements of the EPN Program, should all the legal terms apply to me?**

You are right in that these terms cover all tracks (Build, Sell, Service, Accelerate).

The reason we went for one set of terms to cover all tracks was to make it easy for partners to participate in the program, to avoid multiple sets of documentation and to make sure that the arrangement is flexible (in case additional tracks are participated in in the future).

However, it does mean that some of the terms are only relevant to the other types of partners (Sell and Service partners) and only have these other types of partners in mind. These can be ignored for the purposes of this partnership.

We understand that you might think this leaves things a bit unclear. However, we can assure you that we have dealt with this concern and have ensured things are completely clear by structuring the terms as follows:

- The legal terms are split in to “Parts”, with separate headings / terms in each Part.
- Each Part clearly states which elements of the partner program they apply to. The different Parts are as follows:

Part 1:	General Terms and Conditions:	This Part applies to all partners.  It sets out the legal terms and conditions that apply to the EPN as a whole.
Part 2:	Special Terms and Conditions Covering the Purchase of Services under the EPN:	This Part covers the purchase of services by one party from the other party under the EPN – for example, a partner may purchase training services from Ellucian to achieve a particular Classification and Ellucian may purchase professional services from the partner once it has attained such Classification.
Part 3:	Special Terms and Conditions Covering ‘Partner Developments’ to be hosted, sold or owned by Ellucian:	This Part covers any partner Software (or other work product that is created or supplied by or on behalf of a partner) that is to be: <ol style="list-style-type: none"> <li>1. hosted on Ellucian provided infrastructure;</li> <li>2. resold by or on behalf of Ellucian; and/or</li> <li>3. developed by the partner for Ellucian,</li> </ol> <p>(each a “<b>Partner Development</b>”)</p>
Part 4:	Special Terms and Conditions Covering the Build Track:	This is a set of special terms and conditions that only applies to Build Partners.
Part 5:	Special Terms and Conditions Covering the Sell Track:	This is a set of special terms and conditions that only applies to Sell Partners.

Part 6:	Special Terms and Conditions Covering the Service Track:	This is a set of special terms and conditions that only applies to Service Partners.
Part 7:	Definitions	This Part applies to all partners.  It defines the meaning of all capitalized terms.

As such it is very clear that the only Parts that definitively apply to Integration Partners are the following Parts and **this is clearly specified in the coversheet:**

- Part 1 – General Terms and Conditions
- Part 4 – Special Terms and Conditions Covering the Build Track
- Part 7 – Definitions

Parts 2 and 5 will only apply to Integration Partners in very rare cases as integration partners tend to perform the required integration work themselves rather than use Ellucian for services and Integration Partners generally host and manage their own products and integrations, which deem these Parts irrelevant.

#### **8. Tell us about data privacy and the data privacy addendum.**

One question that often comes up from our Build Partners is “why do we have a full data privacy addendum, as we are both processing for our own customers?” or “why are the data privacy clauses all one way and only in favor of Ellucian?”

We accept that these were issues that were not always clearly dealt with in our previous terms and have made a huge effort to clarify the position in the new EPN agreement.

We also accept that for most Build Partners data processing activities are limited. This is because, when processing customer data, each Party is acting as the processor of their mutual customer, and not as a sub-processor of the other Party.

Therefore - whilst we still have to include our full data privacy addendum in our partner agreement (to deal with the other types of partnership and to deal with any data processing that **does** take place between us, e.g. of our respective contact details) - we have now made the data privacy addendum **mutual** and also included the following new **explanatory note** in our coversheet so that the position is much clearer. The new explanatory note says the following:

***“The data processing activities under this EPN Agreement are limited.***

*To the extent that a Party (the transferring Party) transfers customer data to the other Party (the receiving Party) via any relevant integration covered by this EPN Agreement, the Parties acknowledge that the transferring party shall be solely fulfilling the instructions of its customer, the data controller, in transferring the data to the receiving Party for processing and that the receiving Party shall not be a sub-processor or subcontractor of the transferring Party for such customer data (and shall instead*



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*maintain data processing agreements directly with customers for its processing of such customer data).*

*To the extent that a Party discloses employee or contractor business contact information to the other Party, the receiving party shall be a “controller” or “business” as defined in Applicable Data Protection Laws and agrees to comply with Applicable Data Protection Laws with respect to such employee or contractor business contact information and any other personal information of the employee or contractor that the employee or contractor discloses to the receiving Party. “*

**We think this represents a huge improvement from the previous terms.**

### **9. If the legal terms are online, does it mean they can change?**

The only documents that can change are the operational documents (e.g. the EPN Partner Guide). This is clearly specified in the terms.

The only reason the legal terms are online are for ease of access, not to allow us to change the legal terms easily.

### **10. Do we really need a new agreement? What was wrong with the previous agreement?**

Yes we do – The previous agreement did not align with the new EPN and needed to change to take account of the new EPN structure and framework, and the new terminology and processes comprised within the EPN framework. It also needed to change to reflect the true data privacy position and latest updates in data privacy law.