



Cisco Teaming Incentive Program

Terms and Conditions

1. Introduction and Background

1.1. Program Summary

The Cisco Teaming Incentive Program (“**TIP**” or the “**Program**”) is designed to provide additional discount to Cisco Channel Partners (“**Channel Partners**”) in recognition of the additional value that they provide through specific pre-sales activities when they team with Cisco on opportunities and drive Cisco Solutions for such opportunities. The Program seeks to provide a neutral, fair platform for eligible Channel Partners to register the opportunities and thereby gain an additional earned discount.

1.2. Policy Overview

This document, as updated by Cisco from time to time and posted at www.cisco.com/go/tip-canada (the “**Terms and Conditions**”), sets forth the terms and conditions for the Channel Partner’s participation in the Program. The version of the Terms and Conditions posted at the above referenced site at the time each Opportunity is Registered will govern that Opportunity. By registering any opportunity in TIP, Channel Partner agrees to participate in the Program and to be bound by these Terms and Conditions

1.3. Process Summary

The Program requires Channel Partners to successfully complete a three-step process, summarized below and explained in more detail in Section 5 of these Terms and Conditions:

1.3.1 Registration: The Channel Partner must successfully meet the Eligibility Requirements set forth in Section 3, below. If the Channel Partner and the Opportunity are eligible for Registration, the Channel Partner may register the Opportunity using the Cisco Commerce Workspace Tool (“**CCW**”).

1.3.2 Qualification: Upon review and validation of the information submitted by the Channel Partner, the Registered Opportunity will be listed as “Qualified” in CCW.

1.3.3 Approval: The Channel Partner must upload a Bill of Materials for the Qualified Opportunity into CCW. Upon review and approval by Cisco, the Qualified Opportunity will be listed as “Approved” in CCW. Once the Opportunity is Approved, the Channel Partner is eligible to receive special TIP pricing for the Term of the Registration.

Definitions

If a capitalized term is not defined in these Terms and Conditions, it shall have the meaning ascribed to it in the Resale Agreement. In the event of a conflict between the Resale Agreement and these Terms and Conditions, these Terms and Conditions will control as it relates to the subject matter set forth herein.

- 1.4. **Approved:** The final step in the TIP process, once a Qualified Opportunity is listed as “Approved” in CCW, the Channel Partner is eligible to receive the TIP discount for the Term of the Registration. For this to occur, Cisco must review and approve the bill of materials and the pre-sales work product submitted by the Channel Partner for the Qualified Opportunity.
- 1.5. **Cisco Commerce Workspace Tool (“CCW”):** The Cisco website at which Channel Partners submit all required information for each TIP Opportunity and at which the current status of the Opportunity is indicated. The CCW website is located at: <http://www.cisco.com/go/ccw>.
- 1.6. **Cisco Solution:** A selection of Cisco Products or a combination of Products and Services that meet Customer requirements for a particular Opportunity. A Cisco Solution does not include products that are competitive with Cisco Products.
- 1.7. **Customer:** The End User (as defined in Channel Partner’s Resale Agreement) or licensee that has acquired Products or Services for its own internal use and not for Resale, remarketing, or distribution. The Channel Partner must identify the End User or licensee as the Customer in CCW. An entity is not an eligible Customer under TIP if it performs stocking, sparing, or warehousing activities for third parties or procures Products or Services for delivery to third parties.
- 1.8. **GPL:** The Cisco Canada Global Price List as published at Cisco.com.
- 1.9. **Opportunity:** A Customer issue, requirement, or business need for which a Cisco Solution is available.
- 1.10. **Product:** Cisco Hardware, Software, and Documentation, as defined in Channel Partner’s Resale Agreement and as listed on the then-current GPL.
- 1.11. **Qualified:** Cisco will list an Opportunity as “Qualified” in CCW after the Registered Opportunity has been reviewed and approved by Cisco NOTE: “Qualified” is not equivalent to “Approved”. Channel Partners are not eligible to receive special TIP pricing until the Opportunity is listed as “Approved” in CCW.
- 1.12. **Registration:** The process by which a Channel Partner submits an Opportunity to Cisco for consideration for TIP via CCW. Once registration is completed by the Channel Partner, the Opportunity may be referred to as a “**Registered**” Opportunity.
- 1.13. **Resale Agreement:** The Cisco Indirect Channel Partner Agreement (ICPA), the Cisco Systems Integrator Agreement (SIA), or another similar Cisco agreement that authorizes the resale of Cisco Products and Services only to Customers.
- 1.14. **Term:** The Channel Partner is eligible to receive special TIP pricing starting on the date that the Opportunity is Approved. The special TIP pricing expires six (6) months from the date the Opportunity is Approved, unless the Term is otherwise extended by Cisco and the Channel Partner is notified via CCW.
- 1.15. **Territory:** Canada.

2. **Eligibility Requirements**

Channel Partner must meet the requirements listed below for each Opportunity. If Cisco determines at any point that the requirements are not met, the Registered, Qualified, or Approved Opportunity may be rejected or revoked.

2.1. Channel Partner Eligibility

- 3.1.1. Channel Partner has a current and valid Resale Agreement in place, and is in good standing with the Cisco Channels Partner Program.
- 3.1.2. Channel Partner is a Select, Premier or Gold Certified Partner, or a Cloud and Managed Service Channel Program (“CMSP”) Partner, or a Registered Partner with a Memorandum of Understanding executed with Cisco.
- 3.1.3. Channel Partner has all the required Cisco certifications, specializations, and authorizations to sell and implement all of the Products and Services included in the Cisco Solution within the Channel Partner’s authorized Territory.
- 3.1.4. Channel Partner has all the required government contracts and authorizations to sell and implement the entire Cisco Solution for a given Opportunity.
- 3.1.5. Channel Partner has the ability to fulfill orders including the necessary credit and financial capacity to purchase the entire Cisco Solution for the Opportunity.

2.2. Opportunity Eligibility

- 3.2.1. Each Opportunity must be previously identified by the Cisco account team, not the partner. This means that the Cisco account team is the primary point of contact for the End Customer on the Opportunity. For the avoidance of doubt, Opportunities that are eligible for TIP are Cisco-identified. Partner-identified Opportunities may be eligible for Cisco’s Opportunity Incentive Program (OIP). Partner-identified Opportunities are NOT eligible for TIP.
- 3.2.2. The Opportunity has not already been Qualified or Approved for the Channel Partner or another channel partner using any Cisco promotion or program that provides a pricing advantage to one channel partner over other channel partners.
- 3.2.3. Channel Partner must be actively engaged and pursuing the Opportunity with the Customer.
- 3.2.4. At the time of Registration, multiple Channel Partners have not invested equally in developing the Opportunity.
- 3.2.5. Channel Partner must actively position the Cisco Solution as the primary and preferred solution for the Opportunity. Channel Partner is not precluded from offering an alternative solution in addition to the Cisco Solution. Special TIP pricing, however, may only be applied to the Cisco Solution.
- 3.2.6. Pre-Qualification Milestones. Channel Partner must submit valid documentation through CCW that establishes that Channel Partner has:

- Identified and engaged the Customer and the Cisco Account team

- Quantified the Customer budget and project timing for the Opportunity; and Documented and submitted any Customer business and technical requirements for the Opportunity; including the business issue, proposed solution and return on investment for the end customer.

- 3.2.7. Cisco must be able to verify that the Customer and Opportunity are valid.
- 3.2.8. Cisco must be able to verify that no Request for Proposal (“**RFP**”), Request for Quote (“**RFQ**”), or Request for Information (“**RFI**”) has been issued by the Customer for the Opportunity prior to the Qualification of the Opportunity.

TIP Registrations provide additional discount to Channel Partners for teaming with Cisco early in the sales cycle and for complying with these Terms and Conditions. An Opportunity is only eligible for the TIP discount if the Registered Opportunity has reached Qualified status before the Customer issued an RFQ, RFP, or RFI. If a Registered Opportunity has not reached Qualified status in CCW prior to the Customer issuing an RFQ, RFP, or RFI relating to the Opportunity, then the Registration must be rejected. An RFQ, RFP, or RFI is related to the Registered Opportunity if it specifically solicits Cisco Products or a solution identified in the Opportunity Registration.

- 3.2.9. Each Opportunity must have a minimum Cisco List registered value based on the Cisco Global Price List (“**GPL**”) in Canadian dollars for hardware and software (services are not included in the valuation) with a minimum deal size of \$50,000 CDN per Opportunity. There is no maximum registered value. TIP may allow for a multiple order (“**Multiphase**”) Opportunity to be placed under one approved Registration. If the Opportunity is Multiphase, the first order must meet a fifty thousand dollar (\$50,000) minimum (\$25,000 in the Americas). Subsequent orders in a Multiphase Opportunity are not required to meet the fifty thousand dollar (\$50,000) minimum.

3. **Channel Partner Obligations**

- 3.1. Channel Partner agrees to provide Cisco, upon request, with Customer Purchase Orders. At its discretion, Cisco may contact the Customer designated in the Opportunity Registration to confirm reported information.
- 3.2. Channel Partner must meet all documented deadlines related to the Opportunity.
- 3.3. Upon submitting a Registration in CCW, Channel Partner agrees to allow the Cisco sales team to edit the bill of materials as needed to close the Opportunity. Channel Partner will continue to have access and editing rights to the bill of materials.
- 3.4. Upon submitting a Registration in CCW, Channel Partner certifies that it will comply with all laws, licenses, permits, and regulations, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the Products are to be sold or used (collectively “**Applicable Laws**”). CHANNEL PARTNER WILL INDEMNIFY AND HOLD CISCO HARMLESS FOR ANY VIOLATION BY THE CHANNEL PARTNER OF ANY APPLICABLE LAWS.

4. **TIP Process**

4.1. **Registration**

5.1.1. If the Channel Partner and the Opportunity are eligible for Registration in accordance with the requirements set forth in Section 3 of these Terms and Conditions, the Channel Partner may register the Opportunity using CCW. The Channel Partner must submit all Registration information required in CCW regarding the Opportunity, including but not limited to the presales milestones set forth in Section 3.2.6.

5.2. **Qualification**

5.2.1. Upon submission of a Registration in CCW, Cisco will review whether the Registration meets all the requirements set forth in Section 3 of these Terms and Conditions and Qualify, reject, or request more information for each Registration.

5.2.2. By qualifying a Partner for the Teaming Incentive Program (TIP), the Cisco Account Manager ("AM") confirms that both Partner and AM have agreed on at least two (2) pre-sales activities and have set a time to do Joint Account Planning. Cisco may revoke this TIP if either the pre-sales activities or elements in the Joint Account Plan are not completed.

5.2.3. **Multiple Registrations.** If multiple Channel Partners have registered a single Opportunity, Qualified status may be granted to the Channel Partner that possesses the appropriate Cisco specializations and authorizations for the Opportunity and that has completed the presales milestones set forth in Section 3.2.6. The Qualified Channel Partner may or may not have been the first Channel Partner to register the Opportunity. If multiple Channel Partners possess the same specializations and authorizations and have completed the presales milestones set forth in Section 3.2.6, then no channel partner will be granted the TIP for that Opportunity. In the event that multiple Channel Partners register the same Opportunity via different Cisco programs or promotions to receive additional discounting or special pricing, then Cisco will grant the applicable benefit to the Channel Partner whose Opportunity was approved first in time among all approved registrations. In the event that a Channel Partner receives discounting under the Cloud and Managed Services Channel Program (CMSP), TIP applies to Cisco Product Resale transactions, excluding transactions where the Cisco Product is used by a Channel Partner in the provision of their managed services offering to their end users. Accordingly, Channel Partners enrolled in Cisco's Cloud and Managed Services Program may receive discounting above the TIP discount or the TIP non-standard discount.

5.3. **Approval**

After an Opportunity reaches Qualification, to be fully approved for TIP, Channel Partner must complete and provide proof of that completion to the Cisco Account Manager of the following activities: a Joint Opportunity Plan and at least two of the following seven activities (as mutually agreed upon with the Cisco account team).

Pre-Sales Activity	Tangible Evidence
Partner has facilitated a technology demonstration, testing, or proof of concept – managed and implemented by Partner engineers	Testing plan, demo plan, proof of concept; contract between the partner and customer; Cisco Sales Engineer's validation
Partner has delivered Pre-sales Engineering Support for Architecture and Design	Formal Design Document delivered on company letterhead, including items such as: <ul style="list-style-type: none"> <input type="checkbox"/> List of stakeholders <input type="checkbox"/> Project name <input type="checkbox"/> Network diagram <input type="checkbox"/> Phasing
Network Assessment	Cover page from a relevant Network Assessment that has been completed within the last 6 months using an industry standard process. Output should include: <ul style="list-style-type: none"> <input type="checkbox"/> Name / logo of the Network Assessment-tool that was used <input type="checkbox"/> End User name and any further End User specifics <input type="checkbox"/> Date of Network Assessment
Partner has delivered Pre-sales Application Support Plan	Valid Support Plan
Partner has worked with Cisco Advanced Services or their own professional services where required and in any areas that Partner may have gaps in capabilities	Statement of Work (SOW) for Cisco Advanced Services or partner professional services.
Partner has worked with Cisco to complete an EBC or CBC for the customer	EBC number from session or other proof that relevant meeting has occurred in the last 6 months.
Partner has worked with Cisco Sales team and public sector customer on grant identification, development, and submission for funding	Grant document

Cisco will inform a Channel Partner in writing via CCW when Approved status has been achieved. CCW electronically sends formal notification to the e-mail address that the Channel Partner used to register the Opportunity. Channel Partners should not quote discounts or pricing to the Customer until the Registered Opportunity is Approved via CCW and Channel Partner receives written notification as set forth above. Approvals other than the formal written notification from CCW, including any verbal approvals, are not binding on Cisco.

- 5.4. Registrations are valid for six (6) months from the date that the Opportunity reached Qualified status. Channel Partner may request a one-time extension of the Registration of no more than six (6) months if the sale has not closed by the end of the initial six-month Term. Extensions may require additional documentation and/or review as requested by the Cisco TIP Program Manager, and will be granted at Cisco's discretion.

5. **Reasons for Rejection or Revocation of a Registration**

- 5.1. If, at any time, Cisco receives information that would otherwise make the Opportunity or the Channel Partner ineligible for the TIP Registration, Qualification, or Approval, then Cisco reserves the right to reject or revoke that Registration, Qualification, or Approval. This includes Channel Partner's failure to satisfy any of the requirements set forth in Section 3 and Section 5 of these Terms and Conditions.
- 5.2. Prior to rejecting or revoking any Qualified or Approved Registration, the Cisco Account Manager must engage the TIP Operations team.
- 5.3. If a Channel Partner with a Qualified or Approved Registration does not satisfy any of the requirements set forth in Section 3 or Section 5 of these Terms and Conditions during the Term of the TIP Registration, then that Channel Partner must provide written notification to the Cisco Account Manager, and the Channel Partner must withdraw its TIP Registration for that Opportunity. If the Channel Partner fails to meet these requirements, the Cisco TIP Operations team may reject the Channel Partner's Qualified Registration or revoke the Channel Partner's Approved Registration. Upon Channel Partner's failure to meet these requirements for a Qualified or Approved Registration, the Cisco TIP Operations team may bar Channel Partner from participation in TIP for three (3) calendar months or bar Channel Partner from any future participation in TIP.
- 6.4. Cisco reserves the right to terminate any pending Registered Opportunity, reject any Qualified Registered Opportunity, revoke any Approved Registered Opportunity, and disqualify a Channel Partner from future participation in TIP if the Channel Partner violates any of the provisions of these Terms and Conditions.**

7. **TIP and Special Pricing**

- 7.1. **By accepting the special pricing provided under TIP, Channel Partner acknowledges that the pricing is ONLY provided for the specific Registered Opportunity with the specific Customer listed in the TIP Registration process.** Registrations are only valid on an Opportunity by Opportunity basis, and do not apply to the entire customer account. TIP discounts may not be used for Channel Partner's internal use or for resale to other Resellers. Cisco Channel Partners are not considered Customers under TIP.
 - 7.1.1. If Cisco determines that Channel Partner has used special TIP pricing for resale to any other Customer, for another Opportunity, or in any other fraudulent manner, Cisco may, in addition to all of its other rights and remedies, all of which are reserved, (a) invoice Channel Partner for the difference between such additional discount and Channel Partner's then-current standard Resale discount; (b) audit Channel Partner's purchases pursuant to the Audit provision in the Channel Partner's Resale Agreement, and invoice Channel Partner for all reasonable costs incurred by Cisco in its performance of the audit; (c) suspend Channel Partner's access to price deviations and other Cisco sales and marketing programs; (d) suspend shipments to Channel Partner; and/or (e) terminate Channel Partner's Resale Agreement pursuant to the termination rights set forth therein.
- 7.2. Channel Partner may not rely on or utilize TIP pricing in its price quotes to Customer until Channel Partner receives written confirmation from Cisco via CCW that the Registered Opportunity is Approved.

7.3. Non-Standard Discounting

If an Opportunity is Approved under TIP and subsequently requires further special pricing, additional non-standard discounting may be issued.

7.4. Combining and Stacking Discounts

The TIP discount cannot be combined or stacked with any other programs, promotions, discounts, or credits offered by Cisco, except those programs, promotions, discounts, or credits expressly approved by Cisco's Partner Incentive Council to work in conjunction with TIP. Check with your AM for approved stacking.

8. **TIP Product and Service Eligibility**

8.1. TIP Product Eligibility and Terms and Conditions

8.1.1. Most Products listed on the GPL are eligible for special TIP pricing (with the exception of SolutionsPlus products, incentive-restricted SKUs, and refurbished equipment). See CCW for specific Product eligibility.

8.1.2. The Channel Partner certifies that, for each Registered Opportunity, all Products and Services purchased under the Registered Opportunity will be delivered to the Customer identified in the Registered Opportunity.

8.2. For Services to be eligible for the TIP discount:

8.2.1. The Eligible Service SKU numbers must be included in the bill of materials and must match the Products listed.

8.2.2. Phased rollouts of Approved Service SKU numbers will be allowed. However, bookings must occur prior to the Registration's expiration date.

8.2.3. Eligible Service SKUs may be changed or added, provided that the Service SKUs still match the hardware listed in the bill of materials.

8.3. When a Channel Partner with an Approved TIP is purchasing directly from Cisco, the Channel Partner is eligible for the TIP discount on the GPL for Services on single or multi-year Service contracts. When ordering via distribution, the Channel Partner must negotiate pricing with that Cisco Authorized Distributor.

8.4. Cisco Learning Credits do not qualify for TIP discounts.

8.5. TIP Registrations cannot be used solely to purchase Services.

8.6. The CA Educational Discount Program can NOT be combined with the TIP discount.

8.7. Please see CCW for Services eligibility.

9. **Confidentiality**

9.1. Subject to the exceptions in this Section 9, any information shared between Cisco and its Channel Partner(s) related to TIP is Confidential Information as defined under the Channel Partner's Resale Agreement.

9.1.1. Cisco may disclose to an inquiring Channel Partner whether that Channel Partner is eligible for TIP on that particular Opportunity.

9.1.2. The Channel Partner with an Approved Opportunity may, at its discretion, disclose to the Customer that it has an additional earned discount from Cisco for the Opportunity. A Channel Partner with an Approved Opportunity may not disclose what Cisco incentive it has received, nor the discount earned, to the Customer or any other Channel Partner, unless required by law. A Channel Partner may not, however, disclose its TIP status to other Channel Partners. Further, the Channel Partner may not disclose the value of the TIP earned discount to any Channel Partner or any Customer, unless required by law.

9.1.3. If a Channel Partner does not receive an TIP on an Opportunity, then that Channel Partner must not disclose to the Customer (a) that they did not receive the TIP, (b) that another Channel Partner did receive the TIP, or (c) if an TIP was granted for the Opportunity at all. This includes any discussion about what TIP is and the pricing that it may provide.

9.2. Breach of Confidentiality. If any Channel Partner breaches the confidentiality provisions contained in these Terms and Conditions, Cisco may reject the related Qualified Registration, revoke the related Approved Registration, and/or bar that Channel Partner from future participation in TIP.

10. **Competition**

10.1. The goal of TIP is to provide Channel Partners with additional discount when they support Cisco by completing pre-sales activities in eligible opportunities – not to discourage other Channel Partners from competing. Therefore Cisco may not in any way discourage other competing Channel Partners from continuing offering their solutions once one Channel Partner is qualified for TIP.

10.2. While Cisco may indicate that a certain Channel Partner has not qualified for TIP, Cisco may not suggest, directly or indirectly, that non-TIP Channel Partners should drop out from the competition for the opportunity.

10.3. Cisco will monitor the impact of the Program and its capacity to promote pre-sales activities. Cisco will also closely monitor whether the Program reduces the number of Channel Partners competing for a given deal and the extent to which this negatively impacts Customers. Please notify Cisco via your theater support alias immediately should any negative impact become apparent. The support alias can be found at www.cisco.com/go/tip-canada.

