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**PartnerWorld  
for  
Software**



**Sales Assistance Program  
Business Partner  
Operations Guide**

**Asia Pacific**

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## Overview: Sales Assistance Program for Asia Pacific

The Sales Assistance Program is an incentive program available to Premier and Advanced Business Partners who influence and close software sales to end user customers. Eligible Business Partners can earn expense reimbursement funds for the sale of selected IBM workstation and Lotus software products purchased by customers under a Passport Advantage agreement. Examples of selected products from the award-winning IBM and Lotus software portfolios include WebSphere, DB2, Domino/Notes, MQSeries, and CICS.

Expense Reimbursement Funds are earned for performing pre-sale activities that result in the closure of IBM and Lotus software sales. Funds are calculated at a rate of 5% for sales into enterprise accounts, and 15% for sales into midmarket and small businesses (as defined by IBM and Lotus). These funds may be used to reimburse your investment in marketing and sales activities designed to increase IBM and Lotus software product revenues.

The Program offers a solid business proposition:

- Expense reimbursements can improve your profitability
- The Program complements your existing service and fulfillment relationships with IBM and Lotus, and is an integral part of PartnerWorld for Software
- Eligible products include market leadership software from IBM and Lotus
- Significant expense reimbursement funds can be earned, calculated as a percentage of Passport Advantage Suggested Volume Price Level C (Level E for CEO Agreements).

You can participate in the Sales Assistance Program if your company drives the sale of software or solutions directly to customers. Prerequisites include:

- Membership in PartnerWorld for Software at the Premier or Advanced level
- Proof-of-Competency, in the form of approved certifications, for each product category in which you are approved to earn expense reimbursement funds.

You apply to the Program by submitting an Application Form. Once accepted in the Program, contract documents are provided for your signature.

You register sales opportunities at least 30 days prior to a sale, by sending Project Forms to IBM. You later provide customer sales information by sending Confirmation Forms which include an end user signature and your signature. IBM posts earned expense reimbursement funds to your Expense Reimbursement Funds Account.

You claim expense reimbursement - funded by your Expense Reimbursement Fund Account balance - by submitting Expense Reimbursement Forms for your investments in marketing and sales activity that grow IBM and Lotus revenue.

This Operations Guide describes eligible marketing activities and expenses; record keeping requirements; and the process for submitting Expense Reimbursement Forms. It provides information to help you be a successful participant in the IBM Sales Assistance Program.

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## **Program Overview**

The Sales Assistance Program allows qualified companies to earn Expense Reimbursement Funds for pre-sale marketing and sales activities that result in the sale of selected IBM and Lotus workstation software products available through Passport Advantage. The Program can help improve your profitability by providing the opportunity for reimbursement of expenses associated with your investment in IBM and Lotus software sales and marketing activities.

## **Expense Reimbursement Funds**

The Sales Assistance Program provides the opportunity for you to earn Expense Reimbursement Funds. Earned funds are credited to an Expense Reimbursement Funds Account. As your Account grows, you may claim expense reimbursement payment for a well-defined set of marketing and sales activities such as advertising campaigns, employee training, etc.

The Appendix to this Operations Guide describes eligible activities and expenses, and the procedures you follow in order to claim payment from your Expense Reimbursement Funds Account.

## **Program Eligibility Criteria and Prerequisites**

Premier and Advanced level members of the IBM PartnerWorld for Software Program may participate in the Sales Assistance Program. As a Program participant, you are expected to perform end user needs analysis and program demonstrations; provide consulting studies and proposals; develop implementation plans; and lead customer pilot or prototype efforts. Participants in this Program are characterised as highly skilled sales and technical professionals, capable of convincing customers to purchase IBM or Lotus software.

The Program is available in selected Asia Pacific countries to customer-facing Premier and Advanced members of the IBM PartnerWorld for Software Program. To be accepted into the Program, and remain eligible for earning Expense Reimbursement Funds in approved Product Categories, you must maintain technical marketing expertise as evidence of competence. When necessary, IBM/Lotus reserve the right to request proof that you have maintained expertise.

Expense Reimbursement Funds are only earned for Passport Advantage sales. Expense Reimbursement Funds are not earned for OEM deals, Special Bids, or sales to Government Accounts.

Value-added Distributors and Partners who are members of the Global Systems Integrators program are not eligible for participation in the Sales Assistance Program.

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## The Sales Assistance Exhibit

Software Product Categories and associated lists of qualifying software products are provided in the Sales Assistance Program Exhibit. The Exhibit is available on the Sales Assistance web site at: [www.ibm.com/software/partners/salesassistance](http://www.ibm.com/software/partners/salesassistance).

You must meet product certification criteria for a Product Category in order to have the opportunity to earn Expense Reimbursement Funds for software products within that Product Category.

Products withdrawn from the Exhibit are eligible for Expense Reimbursement Funds for six months from the date their withdrawal announcement. You must adopt revisions and additions to certification requirements within three months of new criteria announcement.

## Submitting an Application Form

To apply for participation in the Program, you must submit a signed Sales Assistance Program Application. You provide information about your business and describe product certifications held by your employees. The application is available on the Sales Assistance web site at: [www.ibm.com/software/partners/salesassistance](http://www.ibm.com/software/partners/salesassistance).

## The Contract Package

Upon approval for participation in the Sales Assistance Program, you will receive a set of contract documents:

- IBM Business Partner Agreement - Sales Assistant Profile (*for your signature*)\*\*
- IBM Business Partner Agreement - Basic General
- IBM Business Partner Agreement - Sales Assistant Attachment
- IBM Business Partner Agreement - Sales Assistant for Software - Asia Pacific Exhibit\*\*
- IBM Sales Assistance Program Business Partner Operations Guide\*\*

Selected documents (\*\*) are available online, and may be printed for your reference (but may not be altered).

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## **Sales Assistance Contract Document Management**

When your signed copy of the Sales Assistant Profile is received by the Asia Pacific Support Center, a Welcome Pack will be forwarded to you. The Welcome Pack contains the confirmed and countersigned Contract documents (Sales Assistant Profile, Basic General Terms, Attachment and Exhibit), and Operations Guide.

All contracts are subject to renewal. You will be contacted at renewal time, and provided appropriate information.

### **Maintaining Your Profile**

You must contact the Asia Pacific Support Center with details describing new certifications to be added to your Profile *and* details describing lost certifications.

You must accept a new Profile when new certification information causes the requirement to add or delete a Product Category. A new Product Category cannot be the subject of a Project Form until your updated Profile has been signed and forwarded to the Asia Pacific Support Center.

The deletion of a Product Category (through the loss of required accreditation) from a Profile is effective from the date of deletion. You cannot initiate Project Forms that include a Product Category for which you no longer hold correct accreditation.

### **Leads and End User Pre-Sale Activities**

You are expected to generate demand and develop your own leads and prospects. However, IBM and Lotus retain the option, at their discretion, to pass qualified or unqualified leads to you.

You are expected to lead pre-sale activities at the account for software products you submit on a Project Form. The end user may request that you do some or all of the following:

- o perform end user needs analysis and Program demonstrations
- o provide consulting studies and proposals
- o develop implementation plans
- o lead customer pilot or prototype efforts

You must also ensure that an implementation plan is in place. You are not required to provide any follow-on services or support, except as required by other IBM or Lotus relationships.

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## Registering Sales Opportunities with Project Forms

Project Forms are used to register the fact that you are working with a Customer to install products included within one or more of the Product Categories for which you are accredited.

You must register sales opportunities with IBM at least 30 days prior to the customer placing a firm order (for the products forecast on your Project Form) with a reseller who provides the product fulfillment.

You provide the following information on Project Forms: Customer Name, Contact Information, Project Name, Product Categories, Estimated Revenue, Closing Odds, and Estimated Customer Order Date.

You are required to outline the pre-sale activities you are currently performing, or intend to perform, for the customer. Further information will be requested if sufficient detail is not provided.

The following conditions are required for valid Project Forms:

1. The Project Form must list a sales opportunity for IBM and Lotus software that represents revenue greater than US\$5,000
2. The Project Form must relate to a customer located in the same country for which you are registered

The Asia Pacific Support Center assigns a Tracking number to each Project Form., and communicates this information to you.

The Asia Pacific Support Center will review each Project Form to establish if more than one Program participant has submitted a Project Form for the same customer opportunity. This review will be conducted on a best effort basis. When duplicate Project Forms for the same opportunity are found, the Center will notify each participant via e-mail that the opportunity has been registered by multiple program participants, and that associated Confirmation Forms will cause a split of earned Expense Reimbursement Funds between the relevant participants.

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## **Adding Product Categories to a Project Form**

You may add Product Categories to a previously submitted Project Form, provided the Project Form has not expired. A Product Category can only be added if you are authorized for the Product Category, as listed in your Profile.

Your Profile must include all Product Categories for which you wish to submit a Confirmation Form. Expense Reimbursement Funds cannot be earned for any product that is not included within the Product Categories you listed on your Project Form.

## **Project Form Expiration**

Project Forms expire after six months. You will be notified by e-mail one month prior to a Project Form's expiration. If you are still engaged with the end-user, you can extend a Project Form before its expiration date.

Confirmation Forms can be submitted up to one month after the date of Customer Order date, provided the Project Form has not expired and the Customer Order date is more than 30 days after the opportunity was registered on the Project Form.

## **Extending a Project Form**

Project Forms may be extended. All extensions are for six months from the date the extension was registered. There is no limit to the number of times you can extend a Project Form. Project Forms that contain a deleted Product Category cannot be extended.

## **Submitting Confirmation Forms**

When a customer acquires IBM or Lotus software products you have proposed, a Sales Assistance Confirmation Form should be completed. The Asia Pacific Support Center assigns each Confirmation Form a unique tracking number that links it to a Project Form.

The completed Confirmation Form must be submitted to the Asia Pacific Support Center within one month of the date of Customer Order date. The end-user Order date must be dated at least 30 days from the date the Project Form was created.



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Sales Assistance Confirmation Forms will be accepted by the Asia Pacific Support Center as being complete provided the following information has been provided: Product Category name (as it appears in the participant's Profile), software product name, product number, quantity sold, invoice date, and Customer Passport Advantage Contract Number.

You are also required to describe the specific pre-sales activities that were performed in relation to the products within the Product Categories included on your Confirmation Form. You will be requested to provide further information where descriptions are deemed to be inadequate.

Both you and the Customer sign the section of the Form that states "The Business Partner named below performed pre-sale activities that resulted in the decision to acquire the software listed in the Table below."

Submitted Confirmation Forms may include a Product Category that has been deleted from your Profile, but only for the life of an existing Project Form. Project Forms that contain a deleted Product Category cannot be extended.

### **Confirmation Form Validation**

On receipt of your Confirmation Form, the Asia Pacific Support Center will search all Passport Advantage sales registered against the Passport Advantage Customer Number. The search will include the six week period starting from the Customer Order date you indicate.

If products included on your Confirmation Form do not appear within the six week period, you will be notified of the missing products. You may then wish to check with the reseller / distributor to ensure that product sales you wish to claim have been correctly invoiced and registered in the Passport Advantage Pipeline.

The Asia Pacific Support Center will interrupt the process of crediting your Expense Reimbursement Funds Account if any of the following conditions exist:

- the corresponding Project Form was registered less than 30 days prior to the the date of the quoted Customer Order date
- The Confirmation Form was submitted more than one month after the date of the quoted Customer Order date
- the corresponding Project Form is invalid, expired or rejected
- the total IBM and Lotus software product revenue for the Confirmation Form is less than US\$5,000
- the customer did not sign the Confirmation Form, or requested that the Confirmation Form be rejected

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In each of the above cases you will be notified via e-mail that the Confirmation Form has been rejected, and will be provided with the appropriate reasoning.

### Calculation of Expense Reimbursement Funds

The Asia Pacific Support Center will determine the appropriate amount to credit your Expense Reimbursement Funds Account for each of the products listed in the Sales Assistance Confirmation Form. When your Project Form is received, the Asia Pacific Support Center will determine whether the customer can be considered as a Midmarket and Small Business Account. You may contact the Asia Pacific Support Center to obtain this information. For eligible IBM workstation and Lotus software listed in the IBM Sales Assistance Program Exhibit, calculations follow the following rules:

Passport Advantage Contract	Midmarket and Small Business Account	IBM and Lotus Managed Accounts
Volume Purchase Option (VPO) and Contract Option (CO)	15% of the Suggested Volume Price (SVP) level C	5% of the Suggested Volume Price (SVP) level C
Complete Enterprise Option (CEO)	15% of the Suggested Volume Price (SVP) level E	5% of the Suggested Volume Price (SVP) level E

Note: The SVP Price will be the price at the time the sale is verified, which may vary from the SVP Price at the time of sale. Any difference is predominantly due to exchange rate fluctuations which are reviewed on a quarterly basis.

Expense Reimbursement Funds are earned up to the following caps:

- You are eligible to earn a maximum of US\$40,000 from a single end-user during any 12 month period
- You are eligible to earn a maximum total Expense Reimbursement Funds amount from all end-users of US\$100,000 during any 12 month period
- If you are a participant in the IBM Accelerated Growth for Business Partners Program, you are eligible to earn a maximum total Expense Reimbursement Funds amount from all end-users of US\$50,000 during any 12 month period
- The 12-month calendar year period begins with the date of the first Customer Order date reported in a Confirmation Form.

Note: Expense Reimbursement Funds are not earned for OEM deals, Special Bids, or sales to Government Accounts.

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Upon receipt of your Confirmation Form, you will be contacted by the Asia Pacific Support Center if either of the following situations occur:

***Special Bids***

If the opportunity is part of an IBM or Lotus Special Bid, the Asia Pacific Support Center will advise you by e-mail.

***Split Expense Reimbursement Funds Situations for Duplicate Project Forms***

On a best effort basis the Asia Pacific Support Center will review Project Forms to determine if more than one Project Form exists for the same sales opportunity.

If more than one participant submits a Confirmation Form within 30 days of Customer Order date, and the end-user confirms that more than one participant influenced the sale, Expense Reimbursement Funds will be split. The Asia Pacific Support Center will notify the relevant Account Managers of split-fee situations. IBM and Lotus reserve the right to contact the customer directly to verify facts associated with multiple partner situations.

**Expense Reimbursement Form Submission**

To request reimbursement for eligible activities and expenses, you will work with your IBM or Lotus Channel Account Manager to complete an Expense Reimbursement Form, and forward it to the Asia Pacific Support Center for processing.

You will provide a description of the eligible activities (expense reimbursement category, purpose of the activity, target audience, vendors, and vendor invoice numbers) and the total eligible expense to be reimbursed. Program participants in Singapore also provide Value Added Tax information.

**Expense Reimbursement Approval Process**

IBM will reimburse you for eligible expenses, and debit your Sales Assistance Expense Reimbursement Funds Account. The following section defines the process, roles and responsibilities that you and your IBM or Lotus Channel Account Manager will follow to ensure accurate and timely reimbursements.

- Only activities and expenses that are defined in this document will be considered for reimbursement.
- You should request reimbursement of approved expenses immediately after the marketing activity has been completed.

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- A Sales Assistance Expense Reimbursement Form will be completed by you and forwarded to the Asia Pacific Support Center for processing and issuance of the expense reimbursement payment to you.
  - You are required to submit proof of performance information (bills, invoices, receipts, etc.), and other supporting documentation as described in this document.
  - A separate Form is required for each individual activity, and one expense reimbursement check will be issued for each processed Form.
  - You are responsible for the total payment of incurred expenses prior to submitting an Expense Reimbursement Form to IBM.
  - Advance payments or partial payments for activities will not be authorized.
  - IBM will not issue payments to any third party vendors who may have been retained by you.
  - IBM will not reimburse you for any expense item that is incurred prior to the date IBM signs the Sales Assistant Agreement unless authorized by IBM in writing.
  - Reimbursements will be processed and distributed to you within 45 working days of receipt of properly completed Forms. Please note that submission of incomplete claims will result in delayed reimbursement.
  - Upon ending the Sales Assistant Agreement, no additional payments will be due you other than reimbursable expenses incurred prior to the Agreement end date.

### **Value Added Tax (VAT - applicable to Singapore only)**

In Singapore, VAT is a statutory requirement. Therefore, Partners are required to charge Value Added Tax (VAT) for claims submitted. You must prepare an invoice billing IBM for the amount of the claim plus the VAT and send the original copy to the Asia Pacific Support Center. You must also enter the VAT amount on the "VAT" line in the Sales Assistance Expense Reimbursement Form. Please ensure that the following information is included on your invoice:

- Contract number, address and VAT code
- Text should read "Provision of Marketing services as described in contract number(s) ..... " (please inform your Agreement number)
- Net amount including any non-recoverable tax
- Amount of VAT
- Total

If you are submitting multiple claims at the same time, you need to prepare one invoice per claim. Claims will not be processed until the Asia Pacific Support Center has received the tax invoice. If your claim is approved, the invoice will be passed into the financial system for payment. If not, you may be contacted for more information, or your invoice and claim may be returned to you with the reason for ineligibility.

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## **Expense Reimbursement Funds Expiration**

Expense Reimbursement Funds are available on a calendar year basis. Funds are available to claim until April 30th of the next calendar year. After April 30th, the funds expire and can no longer be claimed.

## **Quarterly Audits**

Selected Sales Assistance Program transactions will be audited on a quarterly basis. The audit will be conducted by the Finance organization staff and the Asia Pacific Support Center.

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**Appendix:**

- **Eligible Activities and Expenses**
- **Ineligible Activities and Expenses**
- **Sales Assistance Expense Reimbursement General Guidelines**
- **Retaining Records**
- **Audit Documentation Requirements Matrix**
- **Guidelines For Advertising**
- **Expense Reimbursement Fund Terms and Conditions**
- **Who to Call For Assistance**

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## Eligible Activities and Expenses

### Media Advertising

Media costs and certain production costs are reimbursable for all qualifying advertising activities as described below. Typical production costs include script development, photography, printing/production, typesetting, agency fees, postage, distribution, etc.

### Print Advertising

Print advertising includes newspapers, catalogs, price guides, brochures, handouts, fax bulletins, magazines, trade journals, circulars, literature, inserts, etc.

#### Documentation Requirements

1. Original tearsheet indicating the publication name and date. If the name and date are not indicated on the page with your advertisement, a complete publication is required.
2. Distribution invoice.
3. Print invoice indicating number of pieces produced, etc.
4. Production invoice indicating layout, typesetting, photography, etc.
5. Ad rate card must be submitted to document charges incurred when an ad is created and produced internally.

### Direct Mail

Direct Mail includes newsletters, direct mail packages, product catalogs, self-mailers, mailing/prospect lists, etc.

#### Documentation Requirements

1. Complete original sample of the direct mail package. Photocopies are not acceptable.
2. Print invoice indicating number of pieces produced, etc.
3. Postal receipts indicating the quantity shipped, postage class (e.g., first class, bulk rate), and weight and date mailed.
4. If the mailing was done in-house, include a signed letter on your company letterhead stating the quantity mailed and postage costs or rate card.

### Brochures, Literature, Handouts

You may develop brochures, literature and handouts to distribute at trade/business shows, seminars, on sales calls, etc.

#### Documentation Requirements

1. Complete original of the produced materials. Photocopies are not acceptable.
2. Production invoice indicating layout, typesetting photography, etc.
3. Print invoice indicating number of pieces printed, etc.

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## **Radio and T.V. Advertising**

You may advertise on any television or AM/FM radio station that covers the local market. To qualify for reimbursement, the following standards must be met:

### **Standards**

- Media must conform to the guidelines specified by or require the necessary approval from either the government or advertising regulatory body. Media selection must serve your primary marketing area.
- Commercials must be free-standing spots and at least 10 seconds long.
- Your Offering must be mentioned at least once in a 10- or 15-second commercial; at least twice in a 30-second commercial; and at least three times in a 60-second commercial.

### **Documentation Requirements**

1. Copy of the script. The script must contain an attestation with the signature of a station official and indicate the cost of each commercial and the number of times the commercial ran. This information should correspond with the station invoice. If the script is unattainable, a copy of the audio/video tape is acceptable.
2. Station invoice indicating the dates, times and the net costs of the advertisements.

## **Internet/Web Advertising**

Web site advertising, (including messages, banners, layouts, links, web hosting), is eligible provided your specified IBM software family is a predominant part of the theme and message.

### **Documentation Requirements**

1. Invoices indicating detail on layout costs, production time, etc.
2. Printout of web site and URL address.

## **Sales Activities**

Costs associated with various selling activities are reimbursable as described below. Typical costs include agency fees, meeting room rental, product demos, trade show booths, etc.

## **Business Shows**

Participation at national/local trade shows, industry meetings, reseller conventions, for purposes of featuring your specified IBM software family is eligible for reimbursement.

### **Documentation Requirements**

1. Copies of all booth expense invoices and itemized receipts (booth setup/dismantling, freight, space rental, furniture, electricity, etc.)
2. Invoices for promotional or incentive giveaways such as IBM Programs, etc.
3. Photograph of the booth or a signed letter on your company letterhead describing your booth contents and indicating the show dates when you participated.



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## Trade Shows

Expenses related to exhibiting IBM or Lotus software products at a trade show including Booth space rental; Audiovisual equipment; Freight; Furniture and signage; Telephone lines; Electricity; Conference registration fees; Booth design and construction; and Mail/collateral materials (creation/production) such as Brochures, Spec sheets, Catalogs, Application brief, and Sales flyers. Ineligible fees include Fees to attend if not exhibiting, and Cancellation fees.

### Standards

- Backdrop guidelines:
- Backdrop must clearly emphasize your name, not IBM or Lotus
- Backdrop should contain the IBM Business Partner emblem
- Use only the 8-bar IBM logo, not the 12-bar

### Documentation Requirements

1. Itemized third party invoices
2. Published rate sheets and actual costs for in-house services (refer to General Guidelines for details)
3. Copies of the collateral materials
4. Photograph of booth with the IBM Business Partner Emblem visible
5. Exhibitor contracts
6. Refer to Audit Documentation Requirements Matrix

## Sales Meetings, Customer Seminars, Product Demonstrations

Eligible activities for the purpose of promoting sales of your specified IBM software family include conducting sales/industry meetings, developing programs, demos, or screen shows for use at customer seminars, product demonstrations, etc.

Expenses related to seminars designed to help increase sales of IBM products and services in conjunction with your products and services. This includes Seminar in a Box, Audiovisual equipment, Catering, Invitations, IBM product literature, Cost to generate a list of qualified prospects, and Collateral materials such as Brochures, Spec sheets, Catalogs, Application briefs, Sales flyers, Room rentals, and Mailing expenses.

### Standards

- If a seminar covers multiple vendors that compete with an IBM product or service, the IBM product or service must be the primary product marketed
- Communication materials must comply with the IBM Business Partner Program Emblem Usage Guidelines
- Refer to Guidelines for Advertising, and General Guidelines
- Pre-approval by IBM is strongly recommended prior to incurring expenses
- *Note: If advertising does not meet the IBM Guidelines, reimbursement will not occur.*

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### Documentation Requirements

1. Itemized third party invoices (Invoices and itemized receipts indicating meeting room rental, audio visual equipment rental, copying fees, supplies, etc.)
2. Copy of meeting overview, objectives and agenda
3. Published rate sheets and actual costs for in-house services (Refer to General Guidelines for details)
4. Copies of collateral materials including seminar invitation and agenda
5. Refer to Audit Documentation Requirements Matrix

### **Marketing Plans, Sales Campaigns, Sales Kits**

Eligible activities include contracting with an outside agency to develop campaigns and marketing strategies featuring your specified IBM software family, building sales campaign kit deliverables, etc.

### Documentation Requirements

1. Invoices and itemized receipts indicating agency fees, production costs, deliverable costs, distribution, professional services, etc.
2. A copy of the marketing plan, sales campaign or a sample of the deliverable.

### **Associations**

All IBM or Lotus software sponsored associations related expenses including membership/program and event fees related to PartnerWorld for Software, Value Packages, Lotus CD Subscriptions, and materials.

### Documentation Requirements

1. Itemized third party invoices or proof of payment for membership, program or event fees
2. Refer to Audit Documentation Requirements Matrix

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## Communication Services

Services for communication between you and IBM or Lotus, and between you and your prospects/customers. Examples include: E-mail and Fax services, Newsletters, Mail distribution services, Web site development and maintenance, and intranet sites.

Eligible expenses include Creation and production costs, Electronic access, Document loading, Postage cost, Connectivity expenses through IBM Global Services to IBM for Business Partner related activities, such as accessing IBMLINK, BPOPS, or SMI (Software Marketing Information Database) through PartnerInfo, and Attendance at Partnering with Partners Partnership meetings.

### Standards

- Communication must be in support of the IBM or Lotus Business Partner relationship
- Content must focus primarily on IBM or Lotus products and Business Partner Solutions
- Communication material must comply with the IBM Business Partner Program Emblem Usage Guidelines
- Refer to Guidelines for Advertising, and General Guidelines
- Services which support normal business operations are ineligible
- Pre-approval by IBM is strongly recommended prior to incurring expenses
- *Note: If advertising does not meet the IBM Guidelines, reimbursement will not occur.*

### Documentation Requirements

1. Itemized third party invoices
2. Published rate sheets and actual costs for in-house services (refer to General Guidelines for details)
3. Copies of communication materials
4. Refer to Audit Documentation Requirements Matrix

## Education/Certification

Eligible education and training provided by IBM or Lotus or another vendor to develop IBM/Lotus product-related or business skills include IBM or Lotus product marketing, IBM or Lotus technical skills, Quality, Business management, ISO 9000 certification, Certification, Conference attendance such as PartnerWorld, and Consultant services for your firm to develop skills.

Reimbursable expenses include Certification testing fees; Enrollment fees; Course development fees; PartnerWorld conference fees; Lotusphere conference fees; IBM or Lotus Software Product Education offered at IBM, Lotus, or LAEC; IBM education card; Business Partner Executive Institute (BPEI); Lotus/IBM Camp fees; Lotus CBT Package fees; Sylvan and CATGlobal certification testing; IBM Testing System (ITS); LotusVision Broadcast Video tapes; LotusVision Subscriptions; Multi-vendor T.E.N. Business TV station subscriptions; and Business Development Seminars.

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### Documentation Requirements

1. Itemized third party invoices for creation, production, tuition fees and testing fees
2. Copy of course certificate
3. Refer to Audit Documentation Requirements Matrix

### Equipment Support

You may acquire demonstration IBM Thinkpads during the current year. Eligible expenses include up to three IBM Thinkpads, including hardware and software, shipping, handling, installation charges and taxes. The Products must be used for demonstration purposes related to your approved software category.

### Documentation Requirements

1. Itemized third party invoices
2. Copy of demo agreement or exhibit
3. Refer to Audit Documentation Requirements Matrix

### Promotional Merchandise

Novelty items used as give-aways in trade shows and meetings that your firm and its relationship with IBM or Lotus. Eligible expenses, related to Promotional items from any source, include Cost of item, Custom imprinting, Freight, and Set-up charges. Ineligible expenses include Expedite charges; and Items that contain competitive emblems, names, etc.

### Standards

- Merchandise must include the IBM or Lotus Business Partner emblem
- Advertising must comply with the IBM Business Partner Program Emblem Usage Guidelines
- Refer to Guidelines for Advertising, and General Guidelines
- Pre-approval by IBM is strongly recommended prior to incurring expenses
- *Note: If advertising does not meet the IBM Guidelines, reimbursement will not occur.*

### Documentation Requirements

1. Itemized third party invoices
2. Sample, photograph or photocopy of item showing the IBM Business Partner emblem and your company logo, or if the item was purchased through an IBM catalog, keep a copy of the cover page and item page on file.
3. Refer to Audit Documentation Requirements Matrix

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## Ineligible Activities and Expenses

The following activities and expenses are ineligible for reimbursement:

- Travel
- Entertainment
- Advance payments, seed money
- Cancellation Charges
- Accounts Payable
- Hardware/software purchases (except as listed in “Equipment Support” paragraph above)
- Product Discounts
- Equipment (fax, pager, cell phone)
- Sales Performance Incentive Funds (SPIFs)

These listed Ineligible Activities and Expenses are examples and do not represent the complete list. Your IBM Channel Account Manager will review any questionable expenses with Asia Pacific Software Headquarters prior to making a commitment.

## Sales Assistance Expense Reimbursement General Guidelines

The preceding section of the Guide describe eligible activities, eligible expenses, and audit documentation requirements. The following guidelines are common to all Sales Assistance spending categories/activities and apply whether or not they are stated in individual activity descriptions.

- For formal, ongoing in-house production department for advertising, collateral materials or marketing campaign services, in-house production costs for creation and/or production may be reimbursed. For reimbursement:
  - State the total creation/production costs on your reimbursement form
  - Include with your documentation a list of actual itemized costs and a published rate sheet (set rates for pages or portions of pages, rather than for hours worked)
- IBM reserves the right to verify in-house production capabilities and published rates. If published rates are found to be substantially higher than third-party rates, reimbursement will be based on third-party rates.
- For activities involving multiple vendors, such as advertising, marketing campaigns, business shows etc., which include IBM, Lotus, and other vendor products, reimbursement will be prorated based on the percentage of IBM and Lotus content (there is no minimum percentage).

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- Travel and Living expenses are not eligible for reimbursement.
  - Employee salaries are not eligible for reimbursement.
  - Competitive content is not eligible for reimbursement.
  - Penalty charges for cancellations/no shows/changes are not eligible for reimbursement.
  - Other ineligible expenses include but are not limited to:
    - Recognition meetings/events
    - Entertainment (golf outings, cruises, etc., including sponsorship fees for such events)
    - Charges for expedited order processing and shipping
  - In specific Geographies, the recoverable VAT(GST) portion of expenses incurred is not reimbursable and should not be included in the amount of your claim.
  - All activities must be focused on demand generation and closure of sales for IBM and Lotus products and services.

## **Retaining Records**

You will retain records that support the data you report to us in Expense Reimbursement Claims. For audit purposes, you will retain and make these records available for three years from the date of the related transaction or payment. You may, however, retain additional documents that you deem necessary.

You should maintain copies of all documents you are required to submit with your expense reimbursement request. The documents you are required to submit vary by the type of activity. Document details are in the Expense Reimbursements section of the Guidelines.

## Audit Documentation Requirements Matrix

Activity Type	Itemized Third Party Invoices	Proof of Payment	Tear Sheet/ Complete Sample	Photos	Itemized Hotel Bills	Copies of Agenda & Invitation	Published Rate Sheet & actual costs for in-house services	Other
Advertising								
-Billboards	X			X			X	
-Catalogues	X		X				X	
-Electronic	X		X				X	
-Print	X		X				X	
-Radio	X		X				X	Broadcast affidavit
-Television	X		X				X	Broadcast affidavit
-Yellow Pages	X		X				X	
Associations	X	X			X			
Education/ Certification	X				X			Copy of course certificate
Marketing Seminars	X					X	X	
Product Support	X				X			Briefing center invoices
Promotional Merchandise	X		X	X				
Trade Shows	X		X	X			X	Exhibitor Contracts
Communication Services	X		X				X	
Equipment Support	X							Copy of demo agreement or exhibit

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## Guidelines For Advertising

All IBM prepared advertising materials automatically qualify when used without change except for the addition of your name and address plus the appropriate emblem as detailed under “IBM Logo and Trademark Guidelines” below.

Advertising claims must be accurate, complete and verifiable. There must be nothing misleading, exaggerated or disparaging to a competitor in the manner in which IBM, its products or services are described in the advertisement. Advertising claims will not be verified by IBM for accuracy and completeness. You will be liable for, and agree to indemnify IBM from and against, any and all claims and losses resulting from advertising including, without limitations, any claims based on misleading, untruthful or exaggerated claims or disparaging comments.

Where product warranty claims are made, copy and disclosure must be in accordance with the IBM warranty.

Advertising must not be in violation of any Federal or Provincial law, municipal or administrative agency regulation.

IBM is the company name, not the product. It must always be followed by the product name; for example, IBM WebSphere, IBM MQSeries.

IBM products must be mentioned at least once in a 10- or 15-second commercial, twice in a 30-second commercial and three times in a 60-second commercial. IBM content in multi-vendor advertising must represent at least 25% of the ad space.

All advertising, except Yellow Pages, must contain at least one benefit statement for the IBM products, which provides the consumer with a reason to buy or seek your services; for example, IBM quality and reliability and/or technical advances of IBM products.



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## IBM Logo And Trademark Guidelines

All advertising must meet IBM guidelines concerning content, logos and trademarks. Complete guidelines are available in the IBM Business Partner Program Emblem Usage Guideline brochure (G580-003) available in the IBM Business Partner library.

*Requirements include, but are not limited to the following:*

- Approved IBM Business Partner Advertising must contain the IBM Business Partner emblem including channel designation.
- The IBM Business Partner designation must be mentioned in broadcast copy and the IBM Business Partner designation or emblem must be included in television commercials.
- The IBM eight-bar/shutter logo design must not be included in any advertising.
- It is the IBM Business Partner's responsibility to ensure that any use of a business name or logo does not constitute a trademark violation or copyright infringement.
- A trademark notice should take the general form: "XXX is a trademark owned by International Business Machines Corp."
- If it is known that the referenced trademark is a registered trademark in the given country, then insert the word "registered".
- Where more than one trademark is referenced and these include both registered and unregistered trademarks, the notice should read "XXX and YYY are registered trademarks or trademarks of International Business Machines Corp."

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## Expense Reimbursement Fund Terms and Conditions

The Expense Reimbursement Fund for the IBM Sales Assistance Program (the "Fund") is described in the *Operations Guide* for the IBM Sales Assistance Program. The Fund is available to eligible IBM Business Partners, as determined by IBM. Participation in the Fund is governed under the Terms and Conditions set forth in A) these Terms and Conditions, B) the IBM agreement(s) establishing the Business Partner relationship with IBM (for example, IBM Business Partner Agreement, the Sales Assistance Program Exhibit, and the Sales Assistance Program Profile), and C) the *Operations Guide* (collectively, the "Terms and Conditions").

In the event of a conflict between the Terms and Conditions set forth in the *Operations Guide* and any IBM agreement(s) governing the Business Partner relationship, the Terms and Conditions set forth in the *Operations Guide* shall take precedence over those in such IBM agreement(s), as they pertain to participation in the Expense Reimbursement Fund.

Participation in the Fund is voluntary and is not required by IBM.

Participation in the Fund (indicated by the first submission of a Expense Reimbursement Form to IBM, as described in the *Operations Guide*) shall signify acceptance of the Terms and Conditions.

The Terms and Conditions with respect to the Fund are subject to change or withdrawal by IBM at any time without prior notice, and any such changes or withdrawals may apply retroactively at IBM's sole discretion.

The term 'Vendor' shall mean an independent contractor, including a subcontractor retained by IBM that is assisting IBM in the administration or execution of the Fund. IBM's, Lotus', and the Vendor's entire liability and your exclusive remedy for damages related to the Fund will be the recovery of actual direct damages to the limits set forth as follows.

IBM's, Lotus' and the Vendor's collective maximum liability for actual direct damages from any cause whatsoever will be limited to US\$25,000. This limitation will apply, regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims by you for bodily injury or damage to real property or tangible personal property for which IBM, Lotus and the Vendor are legally liable.

In no event will IBM, Lotus or the Vendor be liable for any special, incidental or indirect damages (including lost profits or savings), even if IBM, Lotus or the Vendor has been advised of the possibility of such damages. In no event will IBM, Lotus or the Vendor be liable for any damages caused by your failure to perform your responsibilities, or for any damages claimed by you based on a third party claim. You agree not to make IBM, Lotus or the Vendor a party to any claim between you and any third party.

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If the IBM and Lotus agreement(s), governing your Business Partner relationship, are subsequently terminated or not renewed, you will no longer be eligible to participate in the Fund upon the effective date of the termination or non-renewal (whichever the case may be). Upon the effective date of the termination or non-renewal, you will have 90 days to apply for reimbursement of eligible expenses in accordance with the *Operations Guide*. Such expenses must have been incurred prior to the effective date of the termination or non-renewal.

Business Partners changing relationships will have 90 days to apply for reimbursement of eligible expenses. Any benefit earned under the old relationship cannot be merged into the account established under the new Business Partner relationship.

IBM reserves the right to reject a transaction or to disqualify you from participation in the Fund for noncompliance with these Terms and Conditions. Additionally, IBM reserves the right to recover amounts paid to you, or otherwise due IBM, as a result of fraudulent or duplicative claims, an IBM mistake (including overpayment), or your noncompliance with the terms and conditions, by offsetting such amounts against your Fund balance, as well as other credits or amounts owed or available to you, in addition to any other rights or remedies IBM may have at law or equity.

You agree that IBM shall have the right to audit your business records for purposes of determining your compliance with the Terms and Conditions, and you agree to provide IBM with whatever assistance IBM may require of you in performing such audits. IBM may suspend your eligibility to participate in the Fund, pending the completion of such audits.

You agree that the IBM Thinkpads for which you claim reimbursement will be used for IBM and/or Lotus product demonstration purposes, and that by filing a claim for expense reimbursement, you are certifying that these machines are being used for IBM and/or Lotus demonstration purposes.

If it is determined that you have breached these Terms and Conditions, IBM may, in addition to any other rights or remedies available to IBM at law or equity, terminate your eligibility to participate in the Fund. In addition, and at IBM's sole discretion, such a breach shall also serve as grounds for IBM or Lotus to terminate, for cause, the IBM or Lotus agreement(s) establishing your IBM or Lotus Business Partner relationship.

Failure by IBM or Lotus to insist upon strict performance or to exercise a right when entitled, does not prevent IBM or Lotus from doing so at a later time, either in relation to that breach or default or any subsequent breaches or defaults.

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Credits or amounts available to you pursuant to the Fund, are the sole property of IBM until such are redeemed for authorized and approved services and materials as described in the *Operations Guide*. As such, the credits or amounts available to you pursuant to the Fund, are not, and should not be considered as, an asset of yours, and therefore, cannot be bartered, traded, sold, and so forth.

Credits or amounts available to you pursuant to the Fund:

1. May only be used in accordance with the Terms and Conditions.
2. May only be used in support of the relationship for which you earned such credits or amounts.
3. Cannot be used by you to reduce your accounts payable or any other indebtedness to IBM, Lotus, or for the benefit of any other firm.

It is your responsibility to ensure that any use of a business name or logo does not violate trademarks or infringe copyrights.

IBM reserves the right to maintain the originals of any paperwork submitted.

If ownership of your business changes, IBM reserves the right to cancel or amend your relationship with respect to the Fund, as IBM deems necessary.

The Terms and Conditions are the complete and exclusive statements of the agreement between you and IBM (and/or Lotus) relating to your participation in the Fund, and as such, supersede all proposals or other prior agreements, oral or written, and all other communications relating to your participation in the Fund.

The Terms and Conditions are governed by the law of the country or state which governs your Business Partner Agreement.

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## Who to Contact For Assistance

For additional assistance regarding Expense Reimbursement Funds for the IBM Sales Assistance Program, please contact the Asia Pacific Support Center or call your local Country IBM Software Channel team.

### **Asia Pacific Support Center**

Sales Assistance Program  
IBM Administration Centre  
Suite 1201, Chatham House  
116 Valero Street  
Salcedo Village, Makati City  
Metro Manila 1227  
Philippines

Fax Number: (632) 814-0718  
email address: *SalesAssistance@motivate.com.ph*

### **Administration Phone Numbers**

Indonesia	001-803-631-0012
Malaysia	1800-80-8857
Philippines	814-0747
Singapore	800-6363-022
Thailand	001-800-631-0010

For information regarding the IBM Sales Assistance Program, please access the web site at *www.ibm.com/software/partners/salesassistance* or contact your local Country IBM Software Channel team.

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