

BASELINE SKILLS

RULES OF ENGAGEMENT

For instructors and affiliates on the Baseline Skills marketplace

Draft status — read before using: This is an operational policy draft, reasoned through and internally consistent with the pricing, commission, and platform-architecture work already done for Baseline Skills. It is NOT a legally reviewed contract. Before this is put in front of a real instructor or affiliate, have it reviewed by a lawyer qualified in Germany, wider EU, and UK commercial/consumer law — the multi-jurisdiction tax, data protection, and consumer-rights implications specifically need professional review this document does not substitute for.

1. DEFINITIONS

- “Platform” means Baseline Skills and the marketplace operated at baselineskills.com.
- “Instructor” means an individual or organization approved to create, publish, and deliver a Course on the Platform.
- “Affiliate” means an individual or organization approved to refer paying customers to Courses on the Platform, without themselves creating or delivering any Course.
- “Course” means any training program, certification-preparation program, or corporate training offering listed on the Platform.
- “Referred Sale” means a purchase attributed to a specific Instructor’s or Affiliate’s unique link or code under the Attribution Policy in Section 4.
- “Platform-Sourced Sale” means a purchase with no valid referral attribution — the learner found the Course through the Platform’s own search, browsing, or marketing.

PART A — RULES OF ENGAGEMENT FOR INSTRUCTORS

2. BECOMING AN INSTRUCTOR

2.1 Eligibility & vetting

Instructor status is not automatic. Every applicant goes through a review before they may publish a Course:

- A completed application, including relevant professional credentials and prior training/teaching experience.
- Verification of any claimed certification-body accreditation (IREB, IIBA, PMI, or equivalent) directly against that body’s own records — the Platform does not take a claimed credential at face value.
- Review of sample content or a recorded teaching sample before first publication.
- Ongoing review: new Courses from an approved Instructor still go through a publish-review queue — approval as an Instructor is not a blanket license to publish anything without review.

2.2 Course ownership and license to the Platform

- The Instructor retains ownership of the intellectual property in their Course content.
- By publishing, the Instructor grants the Platform a license to host, market, sell, and deliver that Course to learners for as long as it remains listed.
- The Instructor may not sell the same Course, materials, or a substantially similar course through a direct competitor to Baseline Skills’ own marketplace listing while it remains active here, without prior written

agreement — selling through their own independent website or mailing list is a separate matter, addressed in Section 3.

3. INSTRUCTOR REVENUE SHARE

Three tiers, depending on how the sale happened — not a single flat rate:

Sale type	Instructor share	Platform share
Platform-sourced (learner found the course via Baseline Skills' own search/marketing)	60%	40%
Instructor-referred (learner came via the Instructor's own link or code, for that Instructor's own Course)	80%	20%
Corporate/bulk sale attributed to the Instructor's own client relationship	70%	30%

Scope limit on the 80/20 rate: The Instructor-referred rate applies only when the Instructor refers a sale for their own Course. An Instructor referring a sale toward a different Instructor's Course is acting as an Affiliate for that sale and is paid under Part B, not this section.

3.1 Pricing controls

- Instructors may set and adjust their own Course price within Platform-set minimum and maximum guardrails for that Course category.
- Discount campaigns (e.g., early-bird, limited-time pricing) must be scheduled with a visible end date — open-ended, unexplained discounting is not permitted, since it undermines the trust the Platform's pricing is built on.

4. ATTRIBUTION POLICY

This section governs both Instructor-referred sales (Part A) and Affiliate-referred sales (Part B) — one policy, applied consistently.

- Each Instructor and Affiliate receives one unique referral link and one unique coupon code, generated when their account is approved.
- A referral link sets a tracking cookie valid for 30 days from the click. A coupon code attributes the sale the moment it's applied at checkout, regardless of device.
- Where a learner's purchase could be attributed to more than one referral source (e.g., they clicked one Instructor's link, then later used a different Affiliate's code), the Platform uses last-touch attribution: whichever valid referral was used most recently before purchase receives the credit.
- Attribution is void if the Platform determines it resulted from misleading claims, incentivized clicking (e.g., “click my link for a prize” unrelated to the Course itself), or automated/bot traffic.

4.1 Prohibited attribution practices

- Applying your own referral code to your own purchases.
- Encouraging students to falsely claim a referral relationship that didn't occur.
- Bidding on “Baseline Skills” or its product names in paid search advertising to intercept traffic that would otherwise reach the Platform directly.
- Any technical attempt to manipulate cookies, codes, or tracking parameters outside the mechanism the Platform provides.

A first violation results in forfeiture of the commission on the affected sale(s). A second results in suspension of referral privileges (Instructors keep the 60% platform-sourced rate; Affiliates are removed from the program) pending review.

5. PAYOUTS (INSTRUCTORS)

- Payouts are calculated and issued monthly, for sales confirmed and past any applicable refund window in the prior calendar month.
- A minimum payout threshold of €100 / £90 applies; balances below this roll over to the following month.
- Payouts are made in the currency of the Instructor's registered payout account; currency conversion, where needed, uses the Platform's payment processor's rate at the time of payout, not the sale date.
- The Instructor is solely responsible for reporting and paying any tax owed on payouts received, in their own country of tax residence. The Platform will issue whatever payout/earnings statement is required for the Instructor's own tax filing, but does not withhold tax on the Instructor's behalf except where legally required to do so.

PART B — RULES OF ENGAGEMENT FOR AFFILIATES

6. BECOMING AN AFFILIATE

- Affiliate status is open to individuals and organizations who wish to refer paying customers to any Course in the catalog, without creating or delivering training themselves — industry communities, corporate HR/L&D consultants, and independent bloggers or newsletter authors are the expected profile.
- Affiliates do not go through the credential-verification review Instructors do, since they are not vouching for course content — but are still subject to the same Attribution Policy (Section 4) and Code of Conduct (Section 8).
- An Instructor may also register as an Affiliate to refer sales toward other Instructors' Courses — the two roles are not mutually exclusive, but each sale is paid under one rate or the other, never both.

7. AFFILIATE COMMISSION

- A one-time 10–15% commission on the first purchase referred from a given customer, calculated on the net Course price actually paid (after any discount, before VAT).
- The exact rate within that range is set per Affiliate tier: 10% standard, rising to 15% for Affiliates who exceed a quarterly referred-revenue threshold set by the Platform.
- Unlike the Instructor-referred rate in Part A, Affiliate commission applies to any Course in the catalog — Affiliates are not restricted to a single Instructor's content.
- Affiliate commission is one-time per new customer, not recurring on that customer's future purchases — a repeat purchase by the same learner, with no new referral, is a Platform-Sourced Sale.

7.1 Payouts (Affiliates)

- Same monthly schedule, minimum threshold, and tax-responsibility terms as Section 5 apply to Affiliates.

8. CODE OF CONDUCT (APPLIES TO BOTH INSTRUCTORS AND AFFILIATES)

- Represent Baseline Skills, its Courses, and its certification-body alignments accurately — do not claim an accreditation, pass rate, or outcome that hasn't been verified by the Platform.
- Do not disparage other Instructors, Affiliates, or competitors in Platform-facing or public marketing of your referral link.
- Maintain the confidentiality of any learner data you have access to (e.g., a corporate account's enrollment list) — covered further in Section 9.
- Report any suspected security issue, data exposure, or fraud you become aware of to the Platform promptly, rather than exploiting or publicizing it first.

9. DATA PROTECTION

Baseline Skills operates across Germany, the wider EU, and the UK — GDPR and the UK GDPR both apply, and this section is a summary, not a substitute for the Platform's full Data Processing Agreement, which every Instructor and Affiliate must separately accept before gaining any access to learner data.

- Instructors and Affiliates access only the learner data strictly necessary for their role (e.g., an Instructor sees enrollment and progress data for their own Course; an Affiliate sees only aggregate referral counts, never individual learner records).
- Learner data may not be exported, stored outside the Platform, or used for any purpose beyond delivering or supporting the Course it relates to — including for the Instructor's or Affiliate's own separate marketing, without the learner's explicit separate consent.
- Data access is revoked immediately on termination of an Instructor's or Affiliate's status.

10. TERM, SUSPENSION & TERMINATION

- Either party may end the relationship with 30 days' written notice; Courses already purchased by learners continue to be honored regardless of an Instructor's departure, with a fair transition or replacement arranged by the Platform.
- The Platform may suspend or terminate immediately, without the 30-day notice, for a Code of Conduct violation (Section 8), a proven attribution violation (Section 4.1), or a legal/regulatory requirement to do so.
- Accrued, undisputed payouts owed at the time of termination are still paid on the normal schedule in Section 5 — termination does not forfeit already-earned commission, only future eligibility.

11. CHANGES TO THESE RULES

A deliberate departure from common industry practice: Several major course marketplaces have changed instructor revenue-share terms with immediate effect and no real recourse for instructors already relying on that income (documented in the pricing research behind this document). Baseline Skills commits instead to at least 60 days' written notice before any reduction to the revenue-share percentages in Sections 3 or 7, with existing sales already in the pipeline honored at the prior rate.

- Non-financial terms (Code of Conduct, data protection, attribution mechanics) may be updated with 14 days' notice to reflect legal or operational necessity.

12. GOVERNING LAW

Not resolved in this draft — flagged for legal input: Operating across Germany, the EU, and the UK simultaneously raises real questions this draft does not answer: which country's law governs a dispute, which courts have jurisdiction, and how mandatory local consumer/commercial protections in each jurisdiction interact with a single set of rules. This needs a qualified commercial lawyer's input before publication — it is not a gap to fill in with a reasonable-sounding default.