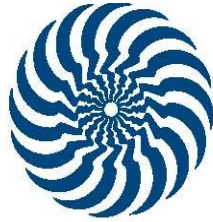


Strategic Sourcing & Procurement Supplier Guide



APOLLO GROUP

[2010]



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At Apollo Group, Inc. (Apollo), our desire to be the best is evident in everything we do. As a supplier of products and/or services to Apollo, you can assist us in our desire to be the very best.

We believe in strong supplier/customer relations, based primarily on premium quality products and/or services, on-time deliveries, unequalled service, and competitive pricing. This can be accomplished through a strong relationship and cooperation of you, our supplier. For Apollo to continue to be the leader in adult education, it must balance cost, delivery, and quality in every area of business operations.

At Apollo, we place great emphasis on conducting our commercial practices in a fair and ethical business manner.

Apollo has prepared this guide to help familiarize you and your company with our policies and business practices. Apollo has an exciting future ahead. As a valued supplier, you can join us in our pursuit of excellence and share in the exciting opportunities that lie ahead. This is a general guide, if you should need further information, please go to Apollo's Website at www.apollogrp.edu.

WHO IS APOLLO GROUP, INC.

Apollo was founded in 1973 in response to a gradual shift in higher education demographics from a student population dominated by youth to one in which approximately half the students are adults and over 80 percent of whom work full-time. Apollo's founder, John Sperling, believed -- and events proved him right -- that lifelong employment with a single employer would be replaced by lifelong learning and employment with a variety of employers. Lifelong learning requires an institution dedicated solely to the education of working adults.

Today, Apollo, through its subsidiaries, the University of Phoenix (including University of Phoenix Online, Apollo Global, Meritus, Insight Schools, and Axia College), the Institute for Professional Development, the College for Financial Planning, and Western International University, has established itself as a leading provider of higher education programs for working adults by focusing on servicing the needs of the working adult.

Apollo has enjoyed continual growth in student enrollments as well as building a strong financial record by more than doubling total enrollments and revenues between 2001 and 2005.



STRATEGIC SOURCING AND PROCUREMENT DEPARTMENT

OUR MISSION

To increase value to Apollo Group and its subsidiaries by providing leadership in the acquisition of goods and services for all business purposes.

OUR STRATEGY

We will fulfill our mission by maintaining an uncompromising commitment to quality, cost effectiveness, and long-term, mutually beneficial partnerships.

OUR RESPONSIBILITY

The principal responsibility of Apollo Strategic Sourcing and Procurement is to procure products and/or services needed for the operation of Apollo. The objective with each purchase is to ensure that each order meets the requirement of the requesting department for availability, delivery, quality, quantity, and price. Specific responsibilities include:

- Maintaining a competitive atmosphere among suppliers by developing alternative sources and seeking bids whenever practical
- To be the official link between the suppliers and our internal customers
- Evaluating existing agreements on a regular basis
- Evaluating supplier performance
- Ensuring on-time deliveries and high quality
- Resolving all claims against a supplier
- Administering and negotiating contracts
- Establishing and maintaining supplier relationship



CONTACT INFORMATION

Strategic Sourcing and Procurement maintains a list of suppliers interested in doing business with the Apollo Group. Potential suppliers are encouraged to complete the New Supplier Introduction form on the Apollo Group's website at www.apollogrp.edu/Vendor.

Strategic Sourcing and Procurement contact information is:

Apollo Group, Inc.
4025 S. Riverpoint Parkway
Mail Stop CF-K713
Attention: Strategic Sourcing and Procurement
New Supplier Inquiry
Phoenix, AZ 85040
Phone: 480-966-5394
Fax: 480-379-3579
Internet: www.apollogrp.edu

Hours of operation for Strategic Sourcing and Procurement are 8:00 a.m. to 5:00 p.m., Arizona time, Monday through Friday except holidays

SUPPLIER SALES CALLS

To insure suppliers receive adequate attention, it is highly recommended that an appointment is made before making unscheduled visits to Apollo. Cold calls and courtesy visits are not encouraged as they can disrupt the daily workflow. We firmly discourage calls or visits without an appointment. Please contact the Strategic Sourcing and Procurement to request the Buyer's name and phone number for the product or service you provide and request an appointment.



WHAT WE EXPECT; WHAT YOU CAN EXPECT

We view our suppliers as an extension of our own processes. As in every other element of Apollo's business, we will conduct our commercial relationships in a professional and ethical manner that will ensure that our suppliers know we value their business.

In every transaction, Apollo seeks to obtain maximum value for each dollar, to acquire products and/or services without prejudice and to respect the obligations of buyer and seller. To this end, we seek to develop relationships, which not only assure us of fair prices but also protect us against interruption of supply or service.

We are glad to give you the opportunity to present your company's position. We will make every effort to understand your products and/or services, just as you should make every effort to understand ours. We welcome supplier presentations, where appropriate.

We expect our suppliers to have an in-depth knowledge of their products and/or services and a familiarity with Apollo and its business. This helps both of us engage more efficiently.

STRATEGIC SUPPLIER SUMMIT

Beginning in 2009, Strategic Sourcing and Procurement will hold an annual two-day supplier summit. The purpose of the Strategic Supplier Summit is to meet with key strategic supplier partners to discuss the current and future state of Apollo Group and its subsidiaries, growth and focus areas of the organization, and the general state of industries in which Apollo competes.

The summit is also an opportunity for Apollo to recognize key supplier partners who have exceeded expectations in improvements or enhancements, which have allowed Apollo to serve its clients and improve Apollo's operations in the markets that it serves.

DELEGATION OF AUTHORITY

The authority to commit Apollo to terms and conditions is limited to designated administrators by resolution of the Apollo Group Board of Directors. This includes:

- Establish and manage ongoing supplier relationships with external suppliers
- Execute contracts for products and/or services and negotiate terms and conditions on behalf of Apollo

Please direct all inquiries about supplier relationship management to Strategic Sourcing and Procurement.



SUSTAINABILITY - GUIDE FOR SUPPLIER RELATIONS

Employment Practices

Apollo expects supplier to maintain fair employment practices, specifically EEOC compliance provisions of 41 C.F.R. Section 60-1.4(a), 41 C.F.R. Section 60-250.5(a), and 41 C.F.R. Section 60-741.5(a)

Health & Safety

Apollo strives to provide employees with a clean and safe work environment, free from health risks. Apollo extended its commitment to health and wellness by launching HealthyU, its health and wellness initiative. We expect all suppliers doing business with Apollo to maintain a work environment, which is safe, to prevent accidents and injury, and to minimize health risks.

Wage Practices

We expect all suppliers to Apollo Group to comply with all applicable wage & hour laws including maximum hours, overtime, and minimum wage.

Environment

Apollo Group strives to find new and green alternatives to lessen the impact on the environment. We strive to do business with suppliers who share our concerns for and commitment to preserving the environment. Suppliers should meet at minimum, if not exceed, all current applicable environmental rules, regulations and laws.

Data Privacy

Apollo Group believes in protecting the privacy of our student information. In the event a supplier, its employees or agents are provided access to any student information, including but not limited to student name, identification code, financial records, etc., it is the responsibility of the Supplier to preserve the integrity, security and confidentiality of any and all such information. When suppliers are handling any and all personally identifiable data as our agents, we require them to abide by our privacy practices as they relate to the data and treat such data as it was their own.

Legal Compliance

Apollo Group is committed to the highest ethical and legal standards in all our business dealings. We expect our suppliers to comply with all applicable laws, including laws relating to employment, discrimination, environment, and health and safety. Suppliers who knowingly violate laws or have repeated problems conforming to them will not receive future business.



ACCESS TO STUDENT INFORMATION

Apollo Strategic Sourcing and Procurement takes extreme care not to disseminate student information to assure the privacy of our students. In the event Supplier, its employees or agents are provided access to any student information, including but not limited to student name, identification code, financial records, etc., it is the responsibility of the Supplier to preserve the integrity, security and confidentiality of any and all such information. Such preservation shall include but not be limited to, the restriction of any unauthorized alterations or use of any kind to any student information. The responsibilities are in addition to Supplier's obligations of confidentiality and Supplier's obligations under law, regulation or rule. Any actual or alleged violation shall be grounds for immediate termination of any agreement. Further, Supplier shall provide Apollo with information regarding such security measures upon reasonable request and promptly provide Apollo with information regarding any failure of such security measures or any security breach related to student information.



TITLE IV

University of Phoenix and Western International University of Apollo Group participate in the federal student loan program under Title IV of the HEA. As such, the Apollo Group is required to contract with those suppliers who meet the requirements of The Higher Education Act (HEA) of 1965 as authorized by Title IV of the HEA. The HEA, as amended specifies requirements for institutions participating in the federal student aid programs authorized by Title IV of the HEA. The HEA requires that institutions agree not to contract with nor employ Suppliers under certain circumstances. Accordingly, Supplier hereby represents and warrants, on behalf of itself and any subcontractor, that none of its/their agents, officers, employees, or representatives providing Products/performing Services under this agreement has:

- a. Been terminated under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or that has been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds;
- b. has been (A) Convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or (B) Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or
- c. provided any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the awarding of student financial assistance, except that this requirement shall not apply to the recruitment of foreign students residing in foreign countries who are not eligible to receive Federal Student Assistance

Supplier agrees to promptly notify Apollo Group in writing if there is any change in its representations and warranties in paragraphs a, b, or c above and to promptly reaffirm these representations and warranties to Apollo Group upon request.



USE OF APOLLO LOGOS-TRADMARKS

The Apollo Group Website www.apollogrp.edu contains general guidance for the proper use of Apollo Group's various trademarks, service marks, and domain names. It is not intended as comprehensive guidance for all legal uses. Any questions regarding the proper use of these, or any other Apollo Group marks or domain names not addressed on the Apollo Group website, should be directed to:

University Legal Services

ATTN: Tim West, Associate General Counsel
4615 E. Elwood Street Phoenix, AZ 85040
Mail Stop: AA-F102
(480) 557-1661
(480) 736-3213 Fax

Unauthorized use of Apollo marks is not permitted.

INSURANCE REQUIREMENTS

Insurance coverage by the contractor is required whenever work or services performed in or on Apollo facilities. Insurance coverage is required at the time of contract award and shall be maintained during the entire term of the contract. Insurance coverage will be provided by insurances companies authorized and licensed to sell insurance in the state of coverage issuance, with a minimum coverage of \$1,000,000 per incident. Apollo with also be listed as an additional insured.



STANDARD PAYMENT TERMS AND INVOICING

Apollo's standard payment terms are net sixty (60) days upon receipt of a valid and proper invoice. Apollo payment is made only upon, delivery, receipt, and acceptance of all materials, products, equipment, or services as specified in the contract or purchase order. Partial payment will not be made for incomplete orders. Payment due date is computed (60) days from the receipt or deliver of product and/or services or from the date a corrected invoice is received in Accounts Payable, whichever is later.

It is important for suppliers to read the Purchase Order to obtain the correct address to submit invoices. Do not assume the invoice address is the same as noted on a previous Purchase Order.

All invoices for products and/or services should be direct from supplier to Apollo Group Corporate Accounts Payable (A/P). All invoices over \$5,000 must have a valid and current Purchase Order number listed on invoices. Invoices under \$5,000 must have either a valid and current Purchase Order number, or an Apollo cost center number listed where appropriate. If invoices are directed to an individual campus or other location within Apollo or do not include either a Purchase Order number or a cost center number, a delay in the payment processing may occur. Invoices submitted, which are unclear or not in compliance with Apollo billing, requirements will be returned to the supplier for correction and payment processing will be delayed.

A/P's mailing address is:

Apollo Group, Inc.
Attn: CF-K801
4025 S. Riverpoint Parkway
Phoenix, AZ 85040



SUPPLIER RELATIONS POLICY

We view our suppliers as strategic partners vital to Apollo's success in providing products and/or services that not only meet, but also exceed our customer's expectations. Our mission is to foster relationships with each supplier, which will be a rewarding one for both parties. We expect our suppliers to run their businesses in an efficient, ethical, cost-effective fashion that will allow them to be competitive in the worldwide market.

Apollo supplier evaluations provide the framework for supplier selection and management. These standards provide a consistent supplier evaluation approach to identify qualified suppliers meeting Apollo's needs in the following areas: quality, reliability, delivery, price, cost reduction, lead times, long-term technical direction, and flexibility to meet Apollo's ever-changing needs. Of significant importance are the supplier's contributions to new product development, technical assistance, and cost reduction ideas. Apollo provides fair, impartial consideration and courteous treatment to all suppliers seeking to establish or maintain a strategic relationship. Qualified reputable suppliers to Apollo are expected to fulfill these basic responsibilities:

- Ensure Apollo is receiving quality, delivery, service and availability at a reasonable price for required products and/or services.
- Inform Apollo of changes in economic conditions, which positively or negatively affect the relationship.
- Maintain and provide documentation of financial stability during the term of all initiated contracts for the procurement of products and/or services.
- Make available all ideas and suggestions that might improve Apollo's present or future use of suppliers, products and/or services or result in cost savings, value analysis, cost reduction, value engineering, substitutions, economies of scale, etc.
- Advise Apollo of any new technologies, products and/or services as soon as such information, technology or process is available.



NEW SUPPLIER RELATIONSHIP PROCESS

When beginning a new strategic relationship with the Apollo Group, certain information and documentation will be required.

The following documents/forms are required for all new suppliers:

- New Vendor Request Form (internally submitted)
- Supplier completed and signed W-9 form

Based on the products and/or services provided, a combination of the following documents may be required:

- Non-Disclosure Agreement (NDA) – If supplier discussions include, or access is required to Apollo’s proprietary information, a signed NDA agreement is required to protect the confidentiality of Apollo’s information. Please contact Strategic Sourcing and Procurement to process.
- Apollo Standard Agreement Terms and Conditions – For ongoing purchases of products and/or services provided by an individual, company, or corporation, please contact Strategic Sourcing and Procurement for the appropriate agreement.
- Official supplier quote for products and/or services – Quote should detail specific quantities, amounts, expected delivery/completion times, estimated taxes, shipping, additional information, and quote expiration date.

STRATEGIC SOURCING AND PROCUREMENT TRANSACTIONS

There are three (3) preferred methods of doing business with Apollo.

1. Suppliers can enter into a formal contractual relationship with Apollo.
2. Supplier receives a Purchase Order from Strategic Sourcing and Procurement for procurement of products and/or services.
3. Accept a procurement / payment transaction via the Apollo Corporate Purchasing Card.

Verbal orders do not constitute a binding obligation and suppliers who accept verbal orders do so at their own risk.

The Terms and Conditions referenced on the bottom of Apollo’s Purchase Order form will govern all transactions made with a Purchase Order. Copies of Apollo terms and conditions can be obtained from our Web page (<http://www.apollogrp.edu/vendor>). When a formal contract exists, it will take precedence over the Purchase Order terms and conditions. Suppliers are strongly advised to be familiar with Apollo’s terms and conditions before entering into any business transaction.



BIDDING PROCESS

Please be advised that Strategic Sourcing and Procurement awards contracts based upon a combination of the “total cost to Apollo” and “total value received.” Apollo does not simply request bids and proposals to make awards to the lowest bidder. A number of factors are considered including:

- Quality of products and/or services
- Products and/or services pricing
- Ability of supplier to meet deadlines
- Reliability of the supplier
- Product warranties/service guarantees
- Supplier’s expertise and product knowledge
- Financial status of the supplier
- Supplier’s acceptance of Apollo’s standard contract terms

Strategic Sourcing and Procurement utilizes several bidding processes for the procurement of products and/or Services. Depending on the scope or complexity of the product and/or service a informal bid, formal bid or Request for Proposal (RFP) may be utilized. Strategic Sourcing and Procurement reserves the right to utilize bid methods other than those listed to acquire products and/or services. Apollo reserves the right to cancel any or all bids or RFP's at its sole discretion.

Informal Bidding: The informal bidding process differs from the formal bidding and RFP process in that quotation are requested from at least three (3) suppliers. These quotes can be obtained verbally over the telephone, via fax, e-mail, internet, or direct mail. Award is made to lowest response that meets all specification and quality.

Formal Bidding: The formal bidding process is utilized when the cost of Products and/or services on a single purchase exceeds \$25,000. Formal bids will be in writing and may be solicited via email, direct mail, or fax. Bid request will include specifications of product and/or service, delivery requirements, and payment terms. A contract is required prior to the start of services or delivery of goods. Strategic Sourcing and Sourcing will consider a number of the factors listed above in making the final award.

Request for Proposal (RFP): An RFP is utilized for multi-year strategic national contracts and projects of a complex nature and broad scope. An RFP differs from a formal bid in that proposals may be solicited in a multiple step process. The award can be to other than the lowest-priced supplier. As with a formal bid Strategic Sourcing and Sourcing will consider a number of the factors listed above in making the final award.



Formal Bid/RFP

Suppliers must comply with the following requirements to be considered for an award:

1. Each formal bid or RFP specifies a closing date and time. To be considered for award, all responses to proposal must be received on or before the designated date and time outlined. Supplier bears full responsibility to insure that the RFQ or RFP is received by the date and time specified. Supplier responses received after the designated submittal date and time may not be considered.
2. When submitting a response, assure that all information requested is included such as pricing sheets, signature page, applicable addendums, samples, and any additional information.
3. Suppliers are responsible for providing all signatures required by the formal bid or RFP. Required signatures must be in ink and must be from an authorized officer of the supplier.

Terms and Conditions

Suppliers are encouraged to carefully read all formal bids and RFP's, as they will be held responsible for understanding the contents and performing accordingly. Each formal bid or RFP contains the specifications for the purchasing terms and conditions governing the contract to be awarded, and other pertinent information. Suppliers should carefully review their responses prior to submission to ensure they meet the specific requirements of the formal bid or RFP.

Specifications

Each formal bid or RFP contains specifications that define the products and/or services being procured. To maximize competition, Apollo attempts to use generic specifications. At times, a specification may include the manufacturer, trade name, model number, or other information for identification purposes. In these instances, an formal bid or RFP may offer products and/or services that are certified equal in quality, performance, and other essential characteristics. Strategic Sourcing and Procurement will make the final determination on whether the offer is acceptable.



Formal Bid / RFP Conferences

Formal bids or RFP's will occasionally include an formal bid or RFP conference. In some instances, these conferences are mandatory and require the attendance of the supplier participating in the formal bid or RFP. If an formal bid or RFP conference is mandatory, it will be clearly identified as mandatory in the formal bid or RFP document. The purpose of these conferences is to provide interested suppliers an opportunity to discuss the specifications, terms and conditions, and other information pertinent to the formal bid or RFP.

Formal Bid or RFP Addendums

When a change is required on an formal bid or RFP, for the purpose of providing additional information or clarification, a written addendum will be issued to all suppliers who received a copy of the formal bid or RFP document or who attended a mandatory formal bid or RFP conference.

The addendum becomes part of the formal bid or RFP document and must be signed and returned as part of a supplier's response.

Suppliers need to check periodically to ensure that an addendum has not been issued on an formal bid or RFP if intending to respond to the formal bid or RFP.

Insurance

If an formal bid or RFP requires that the supplier provide specific insurance coverage, the successful supplier must furnish a valid certificate of insurance evidencing the applicable coverage. The time allowed for providing this information will be specified in the formal bid or RFP document.

Duration

Unless otherwise stated in the formal bid or RFP document, all supplier responses, once opened, are considered valid for a minimum of 180 days. If the supplier is not notified of an award prior to the expiration of that time, the supplier is not obligated to honor the response submitted and may unilaterally withdraw from consideration.

Samples

All samples required by an formal bid or RFP must be provided as instructed within the formal bid or RFP document. Failure to provide required samples or in accordance with the formal bid or RFP requirements may result in the rejection of the formal bid or RFP response. The sample will be shipped back to the supplier at the supplier's expense.



CONTRACT AWARD

Expected Supplier Performance

After awarding of contract, supplier must fulfill all contract terms and conditions, SOW compliance, specifications and milestones, delivery, and negotiated pricing. To ensure compliance, contracts will be regularly audited to determine whether performance problems or issues exist.

Contracts are viewed as a strategic partnership between the supplier and Apollo. Thus, each supplier is required to bring problems and issues to the attention of Apollo at the earliest opportunity.

Non-Performing Contract Supplier

If during a contract audit it is determined supplier is not meeting contractual commitments, supplier will have 10 business days to remedy the non-performance. If compliance is not achieved, Apollo will have the option to cancel the contract in its entirety. In addition to cancellation, Apollo may hold the supplier liable for damages that result from non-performance, over-charges, and additional expenses Apollo might incur to fulfill its requirements.

Addendums and Modifications

Occasionally, after a contract has been awarded, situations occur which require the contract to be changed or modified. If the contract provides for changes or modifications, this is accomplished by a written change order or contract amendment that is sent to the supplier. Apollo does not recognize or agree to be bound by changes or modifications that are not in writing and signed by authorized officers of both Apollo and the supplier.



CODE OF ETHICS

Reciprocity

Agreements involving a specific commitment to buy in exchange for a specific commitment to sell constitute reciprocity. These purchasing actions are illegal if they tend to restrict competition or trade or if they are coerced, since such acts may be construed as "restraint of trade" in violation of Sections 1 and 2 of the Sherman Act.

The following are guidelines in how Strategic Sourcing and Procurement deals with reciprocity:

- Dealing with a supplier that is also a customer may not constitute a problem if, in fact, the supplier is the best source.
- Strategic Sourcing and Procurement's strategy must include a positive effort to oppose any corporate or organizational commitment to, or pursuit of, any form of improper reciprocity.
- Buyers are sufficiently knowledgeable of the provisions in antitrust laws to recognize a potential legal problem and to know when to seek legal counsel.
- Strategic Sourcing and Procurement is especially careful when dealing with suppliers that are customers when making sourcing decisions.

Conflict of Interest

It has always been the policy of Apollo to manage and operate business activities in conformance with applicable laws and high ethical standards, and to insist its personnel comply with this policy at all times.

Apollo respects all individuals' rights to engage in activities outside their employment that are private in nature (social, community, political, or religious). However, each employee is expected to protect Apollo's proprietary information and avoid the appearance of outside influence on his/her work-related decisions or activities. Employees must avoid any associations or relationships that appear to conflict with the employee's responsibility to make objective decisions in Apollo's best interest. No employee should benefit personally from any purchase of products and/or services by the corporation nor derive personal gain from direct or indirect actions taken as a representative of the corporation, except for wages and other compensation paid by Apollo or unless such business dealings have been disclosed in writing to the President of Apollo and a specific non-objection has been given by Apollo.



Supplier will disclose to Apollo all relationships it has with any employee of Apollo or with any employee of Apollo's subsidiaries that results or may result in such an employee receiving any financial or other benefit, including ownership interests, from the supplier, whether as a result of an Agreement or otherwise. In such an event, the supplier will disclose the employee's name and the benefit/interest involved. Apollo may in its sole discretion, approve such relationship or may terminate any future business.

Gratuities

Except for business lunches and advertising items of general distribution, i.e., pens, calendars, and the like, supplier shall not offer any gift, gratuity, favor, or advantage to any Apollo employee, agent, or representative. Apollo may, by written notice to the supplier, terminate future business immediately, if it is found by Apollo that such offers were made by the supplier, or any agent or representative of the supplier, to any employee, agent, or representative of Apollo.

Staff and Student Discount Programs

Apollo Group is committed to giving back to the community and members of our family. In doing so, Apollo offers its staff and students discount programs through its University Marketplace website on items procured during the normal course of business. Strategic partners are encouraged to discuss any affinity discount programs with their Apollo buyer contact. Such discussions will not be in violation of Strategic Sourcing and Procurements Code of Ethics policies.