

Strategic Sourcing & Procure-to-Pay Supplier Guide



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This guide will help familiarize you and your company with our policies and business practices. UOPX has an exciting future ahead and, as a valued strategic supplier, you can join us in our pursuit of excellence and share in the exciting opportunities ahead. This is a general guide. If you should need further information about The University of Phoenix, please visit our website at: www.phoenix.edu

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 is accomplished through an engaged, cooperative and strong relationship with you, our strategic supply partner.

At UOPX, we place great emphasis on conducting our strategic sourcing practices in a fair, ethical, and transparent business manner. As part of this, all suppliers are encouraged and expected to adhere to the principles outlined in the code. We look for strategic suppliers who share our values and, like us, want to build strong and lasting strategic relationships.

Who is UOPX – a Brief History

In 1976, the leading edge of the Baby Boom generation was just turning 30. That same year saw the introduction of the first personal computer, the Apple I -- an event that signaled the birth of a new economic system in which intellectual capital would eventually supplant industrial might as the dominant economic force. These milestones marked the beginning of a sea of change in higher education, though many (perhaps even most) within that system did not recognize it at the time. Considered together, these phenomena suggested that the jobs that would make up the workforce of the future were only just beginning to be created or imagined. In order to fill those jobs, the bulk of the new workforce would require higher-level knowledge and skills than those needed in a manufacturing economy. At the same time, the largest-ever age cohort of the population, adult learners, would be going through the stages of life during which they would be most affected by the coming economic dislocation and would need advanced education to adapt to these changes. It was in this historical context in 1976 that Dr. John Sperling, a Cambridge-educated economist and professor-turned-entrepreneur, founded UOPX. Sperling anticipated the confluence of technological, economic, and demographic forces that would in a very short time herald the return of ever larger numbers of adult learners to formal higher education. In the early 1970s, at San Jose State University in San Jose, California, Sperling and several associates conducted field-based research in adult education. The focus of the research was to explore teaching/learning systems for the delivery of educational programs and services to adult learners who wished to complete or further their education in ways that complemented both their experience and current professional responsibilities. At that time colleges and universities were organized primarily around serving the needs of the 18-22 year-old undergraduate student. That is not all that surprising, given that the large majority of those enrolled were residential students of traditional college age, just out of high school. According to Sperling adult learners were invisible on the traditional campus and were treated as second-class citizens. Other than holding classes at night (and many universities did not even do this), no efforts were made to

accommodate their needs. No university offices or bookstores were open at night. Students had to leave work during the day to enroll, register for classes, buy books or consult with their instructors and advisors. Classes were held two or three nights per week and parking was at the periphery of a large campus. The consequence, according to Dr. Sperling was that most adult learners were unable to finish a four-year program in less than eight years, or a two-year program in less than four years (Tucker, 1996, p. 5). Sperling's research convinced him not only that these underserved learners were interested in furthering their educational goals, but also that this group differed from their more traditional counterparts in significant ways. He saw a growing need for institutions that were sensitive to and designed around the learning characteristics and life situations of a different kind of learner population. He suggested ways for institutions to pioneer new approaches to curricular and program design, teaching methods, and student services. These beliefs eventually resulted in the creation of UOPX, and they continue to this day to inspire the University's mission, purpose, and strategies. As an institution, UOPX is unique in its single-minded commitment to the educational needs of non-traditional students, who in fact today make up the majority (73 percent) of all college enrollees. This focus informs the University's teaching and learning model approach to designing and providing student services, and academic and administrative structure. It also guides the institution as it plans and prepares to meet the needs of the next generation of learners. Over the last three and a half decades, the UOPX has been cause-driven working to build an institution with the agility to address directly the shifting economic and academic challenges that many students face. Dr. Sperling's predictions concerning the innovations higher education would be required to make have come to pass. Today roughly 45 percent of all college students work at least part-time and approximately one quarter of all students have dependent children. The educational tenets set forth by Dr. Sperling in 1976 now apply to the majority of college students in the United States. The University's growth has been fueled by constant innovation, and ongoing efforts to improve the learning experience through advanced technology. The University has grown from a degree completion institution serving an audience of mostly middle managers wishing to complete their education and excel in the workplace, to a comprehensive university serving students of all ages from the associate through the doctoral degree levels.

Strategic Sourcing & Procure-to-Pay

Our Mission.

To provide unparalleled sustained value to UOPX and its subsidiaries through providing leadership in the acquisition of products and services for all business purposes.

Our Strategy.

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

Our Responsibility.

The principal responsibility of the Strategic Sourcing and Procure-to-Pay organization is to deliver sustained optimum value to UOPX. We will conduct ourselves in a manner consistent with the

highest ethical standards; we will fully comply with all appropriate organizational and Governmental regulations, and, we will advocate a robust competitive environment while assuring transparency and fairness to all our internal and external business partners. Our responsibilities include:

- Establishing and maintaining strategic supplier relationships
- Maintaining a competitive, transparent, inclusive and fair sourcing environment
- Aligning suppliers, products and services to meet the needs of our internal business partners
- Evaluating supplier performance and providing feedback
- Ensuring on-time deliveries and high quality product and services at competitive prices
- Administering, negotiating and executing contracts in support of organizational objectives

Contact Information.

Strategic Sourcing retains a list of suppliers interested in doing business with UOPX. From this list of suppliers, Strategic Sourcing regularly reviews and contacts new suppliers as the need for new sources of supply or services arise. Suppliers interested in providing their information are encouraged to mail their information to the contact shown below.

Strategic Sourcing contact information is as follows:

University of Phoenix, Inc.
Mail Stop CF-K912
Attn: Strategic Sourcing
New Supplier Inquiry
4025 S. Riverpoint Parkway
Phoenix, AZ 85040

Hours of Operation may vary but standard hours are 8:00 A.M. to 5:00 P.M. Arizona time, Monday through Friday, except holidays.

Supplier Sales Calls and Visits.

To ensure suppliers receive adequate attention, a scheduled visit is required before calling or visiting UOPX. Cold calls and courtesy visits are highly discouraged and cannot be accommodated as they disrupt daily workflows. New suppliers can request a meeting by sending a request to the address above. Established strategic suppliers should contact their Strategic Sourcing and Procure-to-Pay representative directly to schedule an appointment.

What we Expect; What you can Expect.

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

every transaction, UOPX 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 with a diverse group of strategic supply partners who share our values, respect the relationship and provide quality products and services at fair & competitive prices.

We are pleased to provide 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 strategic suppliers to have an in-depth knowledge of their products and/or services and a familiarity with UOPX and its business.

Schedule of Executive Authority ("SEA").

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

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

Please direct all inquiries about supplier relationship management to Strategic Sourcing and Procure-to-Pay.

Sustainability – Guide for Supplier Relations.

UOPX strives to find new and green alternatives to lessen the impact on the environment. UOPX Strategic Sourcing and Procure-to-Pay, where possible and feasible, will make every effort to support the purchase of environmentally preferable products and services from environmentally responsible vendors and contractors. We strive to do business with suppliers who share our concern for and commitment to preserving the environment. Suppliers should meet, at minimum, if not exceed, all current applicable environmental rules, regulations and laws. In addition, suppliers, wherever possible and feasible, should seek to achieve environmental best practices, appropriate to the size and nature of their operations, and should seek themselves to use environmental preferable products and environmental responsible suppliers.

Travel.

UOPX will reimburse suppliers while traveling for UOPX business purposes. Supplier travel for UOPX business purposes must be pre-approved and expenses must be actual, reasonable and necessary travel expenses to qualify for reimbursement. Suppliers are expected to neither gain nor lose financially for travel reimbursements. For a copy of, or additional information on UOPX's Supplier Travel Policy, contact your Strategic Sourcing and Procure-to-Pay representative.

Use of UOPX Logos & Trademarks.

The UOPX website www.phoenix.edu contains general guidance for the proper use of UOPX 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 UOPX marks or domain names not addressed on the UOPX website should be directed to:

UOPX Legal Services
Attn: Tim West, Associate General Counsel
4025 S. Riverpoint Parkway
Phoenix, AZ 85040

Unauthorized use of UOPX marks is not permitted.

Insurance Requirements.

Suppliers are required to carry appropriate insurance coverage whenever work or services are performed in or on UOPX 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 insurance companies authorized and licensed to sell insurance in the state of coverage issuance, with a minimum coverage of \$1,000,000 per incident and a “Best’s” rating of at least Ax. UOPX will also be listed as an additional insured.

Standard Payment Terms and Invoicing.

UOPX standard payment terms are 2%15/net sixty (60) days from receipt of a valid and proper itemized invoice (accepting discount is solely at UOPX’s option). UOPX 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.

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 sent directly from supplier to UOPX Corporate Accounts Payable (A/P). All invoices greater than or equal to \$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 a UOPX cost center number listed on the face of the invoice where appropriate. If invoices are directed to an individual campus or other location within UOPX 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 UOPX billing requirements as described, will be returned to the supplier for correction and payment processing will be delayed.

To assure timely processing and payment, all invoices are to be submitted to APE-Invoices@phoenix.edu in PDF or TIF format only.

Supplier Relations Policy.

We view our suppliers as strategic partners vital to UOPX’s success in providing products and/or services that not only meet, but also exceed our customer’s expectations. Our mission is to foster strategic supplier relationships, which will be rewarding for both parties. UOPX supplier

evaluations provide the framework for supplier selection and management. These standards provide a consistent evaluation framework to identify qualified suppliers who meet UOPX's needs in the area of quality, reliability, delivery, cost, lead times, technical specifications, and flexibility to meet UOPX's ever-changing needs. Of significant importance are the supplier's contributions to new product and services development, technical assistance, and cost reduction concepts. UOPX provides fair, impartial consideration and courteous treatment to all suppliers seeking to establish or maintain a strategic relationship. Suppliers to UOPX are expected to:

- Share our commitment to performance excellence
- Fully understand how products and/or services presented directly benefit UOPX
- Maintain financial viability and business continuity during the relationship with UOPX
- Take ownership of support post contract execution
- Disclose economic conditions, which positively or negatively affect the relationship
- Comply with all governmental / legal obligations and strong ethical principals
- Make available all ideas and suggestions that might improve UOPX's present or future reduction, value engineering, substitutions, economies of scale, etc.
- Present any new technology innovations or products and/or services as soon as they become available

New Supplier Relationship Process.

When beginning a new strategic relationship with UOPX, 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 the supplier discussions include, or access is required to UOPX proprietary information, a signed NDA is required to protect the confidentiality of UOPX's information. Please contact Strategic Sourcing to process.
- UOPX 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.
- Statement of Work ("SOW") – Shall be required for projects where development, timelines, milestones and deliverables will be required.

Strategic Sourcing and Procurement Transactions.

There are three (3) preferred methods of doing business with UOPX:

1. **Formal Contract** – Supplier enters into a formal contractual relationship with UOPX.
2. **Purchase Order (“PO”)**– Supplier receives a purchase order for fulfillment of products and/or services
3. **Purchasing Card (PCard)** – Supplier accepts a procurement/payment transaction via the UOPX Corporate Purchasing Card

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

Purchase Order Transactions Standard Terms and Conditions referenced on UOPX PO Form will govern all transactions made via a PO. When a formal contract exists, Contractual terms and conditions will take precedence over PO terms and conditions.

Suppliers are responsible for reading, understanding and adhering to UOPX Standard Terms and Conditions before entering into any transaction. Copies of UOPX Standard Terms and Conditions are available from your Strategic Sourcing contact.

Bidding Process.

Strategic Sourcing awards contracts based upon a combination of the “total cost to UOPX” and “total value received”. Additional requirements may apply if the work is in connection with a Government contract.

Throughout the bidding & proposal process, UOPX considers a number of factors before an award of business is extended, including:

- Quality of products and/or services
- Products and/or services pricing and value received
- 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 UOPX standard contract terms and conditions
- Compliance related considerations

Strategic Sourcing utilizes several bidding processes for the procurement of products and/or services. Depending on the scope or complexity of the product and/or service, an informal bid or Request for Proposal (“RFP”) is utilized. Strategic Sourcing reserves the right to utilize bid methods other than those listed to acquire products and/or services. UOPX 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 RFP process as the product and/or service is generally low dollar and readily available. Quotes are requested from at least three (3) potential suppliers and are made verbally over the telephone, via fax, email,

internet, or direct mail. Award is made to the respondent with the lowest total cost; all other things being equal.

Request for Proposal (RFP): UOPX utilizes RFPs for multi-year strategic national contracts and large projects (usually over \$25,000) which are complex in nature, time sensitive and broad in scope. An RFP is potentially a multiple step process. RFPs are solicited in writing via fax, email, internet or direct mail. RFPs shall include specifications of product and/or service, delivery requirements, and payment terms. An executed contract and purchase order is required prior to the start of services or delivery of goods. Strategic Sourcing will consider a number of factors in making the final award.

Formal RFP.

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

1. Each RFP specifies a closing date and time. To be considered for award, all responses must be received on or before the designated date and time outlined in the document. Supplier bears full responsibility to insure that the 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 pages, applicable addendums, samples, and any additional information.
3. Suppliers are responsible for providing all signatures required by the RFP. Required signatures must be from an officer authorized to enter into agreement on behalf of the supplier.

Terms and Conditions.

Suppliers are encouraged to carefully read all RFP's and associated documents, as they will be held responsible for understanding the contents and performing accordingly. Each 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 RFP and the accompanying draft Agreement.

Specifications.

Each RFP contains specifications that define the products and/or services being procured. To maximize competition, UOPX 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, a RFP response may offer products and/or services that are certified equal in quality, performance, and other essential characteristics. Strategic Sourcing (in collaboration with other pertinent business teams) will make the final determination on whether the alternative offering is acceptable.

RFP Conferences.

When a change/update is required on a 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 RFP document or who attended a mandatory RFP conference.

- The addendum becomes a part of the RFP document and must be signed and returned as part of a supplier's response.
- Supplier is required to check periodically for update addendums to a RFP if intending to respond.

Insurance.

If a RFP requires that the supplier provide specific insurance coverage, the supplier awarded the business must furnish a valid certificate of insurance evidencing the applicable coverage within 5 days of the award of business.

Duration.

Unless otherwise stated in the RFP document, all supplier responses, once submitted and received, 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.

Samples may be requested for review as part of the RFP. Sample requests will be formally documented within the RFP document. Failure to provide required samples in accordance with the RFP requirements may result in the supplier's disqualification. Samples provided will be returned to the supplier at the supplier's expense if such samples are required to be returned.

Contract Award & Performance.

After receiving an award of contract, strategic suppliers must fulfill all contractual terms and conditions, including negotiated pricing and delivery. This includes meeting any Statement of Work (SOW) performance, compliance, specifications, deliverables and milestones. To ensure compliance, contracts and SOW deliverables are monitored and audited to assure contractual performance.

Contractual engagements are viewed as a strategic partnership between UOPX and its strategic suppliers. Thus, each strategic supplier is required to bring any problems or issues to the attention of UOPX at the earliest opportunity.

Non-Performance.

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 supplier is unable or unwilling to achieve compliance within the remedy period, UOPX will have the option to cancel the contract immediately. In addition to cancellation of the contract, UOPX may hold supplier liable for subsequent damages that directly result from supplier's non-performance including but

not limited to, transition costs and any additional expenses UOPX may incur in replacing the supplier 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. In the event that a contract must be changed or modified, a written contract amendment will be executed upon mutual agreement between UOPX and the supplier. Contractual modifications not in writing, mutually agreed upon by both parties and signed by authorized officers of both parties will not be recognized.

UOPX Code of Ethics and Legal Matters

The University of Phoenix (“UOPX”) Code of Ethics (the “Code”) describes our ethical values and the expectations and standards we set for ourselves. The Code guides our decision-making and shapes our approach to our work. The Code also provides standards and behaviors that govern our business dealings and interactions with others. As described in our Code, UOPX is committed to conducting ourselves with honesty, integrity and the highest ethical standards.

Suppliers are expected to read and acknowledge their understanding of the UOPX Code of Ethics. In addition to the principles and policies outlined within the Code, Suppliers should specifically understand the following issues as they relate to any potential business relationship with UOPX:

Anti-Bribery and Anti-Corruption.

UOPX and those who act on our behalf will not offer, give or receive bribes, kickbacks or other illegal payments in *any* form under *any* circumstance. A bribe is broadly defined as offering, promising or making a payment of anything of value intending improperly to cause or influence the decisions of an individual, a company or a government official to act in a specific way, or that creates an improper advantage.

UOPX will not make or attempt to make or offer to make a payment/bribe in any way to anyone including foreign and other government officials and government entities. This prohibition also includes making or offering to make bribes through intermediaries.

Finally, no UOPX employee, or those acting on our behalf (such as an agent, distributor or a consultant), may make, promise or authorize a payment where “red flags” are identified or if the payment does not comply with our Anti-Bribery and Anti-Corruption policy or governing law.

Employment Practices.

UOPX expects Suppliers to maintain fair employment practices, specifically EEOC (Equal Employment Opportunity Commission) 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 and Safety.

UOPX strives to provide employees with a clean and safe work environment, free from health risks. We expect all Suppliers doing business with UOPX to maintain a safe work environment to prevent accidents and injury and to minimize health risks. UOPX also prohibits unethical hiring, exploitation of workers, child labor, forced labor and excessive work hours by our vendors and Suppliers.

Wage Practices.

UOPX expects all Suppliers to comply with all applicable wage and hour laws including maximum hours, overtime, and minimum wage requirements.

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.

Individuals that work for or do business with UOPX have a duty to avoid situations that may create, involve or give the appearance of a conflict of interest. Individuals are expected to act in the best interest of UOPX, disclose and resolve any potential conflicts of interest in advance, and use company information and assets to only benefit UOPX and our customers.

A conflict of interest occurs when:

- Personal interests conflict with the interests of UOPX.
- Personal interests interfere or could interfere with the performance of duties.
- Individuals may not be effective or objective in their UOPX duties due to personal interests.

- Individuals use UOPX information, assets or their position or influence at the University for personal gain.
- An individual's outside employment or the employment of an immediate family member creates a conflict of interest or the appearance of a conflict of interest.
- There is the appearance of a conflict of interest.

Conflicts, potential conflicts, and business opportunities that are encountered through the course of an individual's work and/or position must be disclosed for review and advice. These issues will be reviewed by the Ethics and Compliance Team together with other assigned parties, who will advise on the potential conflict of interest, appropriate resolution, and expectation.

Similarly, Supplier will disclose, in writing, to UOPX, all relationships it has with any employee of UOPX 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. UOPX may in its sole discretion, approve such relationship or may terminate any future business.

Gratuities.

UOPX and UOPX Affiliates' employees, officers, directors, agents and representatives are bound by a Gift and Entertainment policy. Accordingly, UOPX and UOPX Affiliates' employees, officers, directors, agents and representatives and their spouses, family members and relatives are prohibited from accepting, and Supplier is prohibited from offering, giving or agreeing to give, any gifts, gratuities, favors or advantages from Supplier which could act as an inducement or a reward, except for insignificant items of low value such as business lunches and advertising items (for example pens, calendars and the like). Supplier agrees not to provide such persons with such gifts, gratuities, favors or advantages. Further, Supplier shall not enter into an Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by any UOPX or UOPX Affiliate by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UOPX before execution of this Agreement. Supplier further agrees that any violation of this provision shall be considered a material breach of the Agreement and in such event, UOPX may immediately terminate the Agreement by written notice in its sole discretion and any such termination shall be without prejudice to any right or remedy that has already accrued or subsequently accrues to UOPX or any UOPX Affiliate.

Confidentiality and Intellectual Property.

UOPX is entrusted with confidential information, including personal information, from our employees, students, faculty, vendors and others. Therefore, we have a responsibility to protect and use this information with respect and care. UOPX protects confidential information that we

collect by having designated individuals with responsibility for Privacy and Information Security in the company and by implementing appropriate safeguards to protect confidential information from misuse, compromise, or loss.

Confidential information includes information relating to employees, students, and faculty, or UOPX proprietary information. Examples of proprietary and confidential information include:

- Personal information, including names, about our past or present employees, faculty or students;
- Financial information about UOPX;
- Business and marketing plans;
- Academic strategy and agreements;
- Proprietary technical information and other similar information about UOPX

This information is the property of UOPX and may be protected by patent, trademark, copyright privacy and trade secret laws. Additionally, UOPX respects the patents, trademarks, copyrights, and confidential information of other companies and will not solicit or use the confidential information of other companies.

UOPX confidential information must be used for UOPX business purposes only. Suppliers are expected to maintain the confidentiality of information entrusted to them by UOPX, and to prevent disclosure of this information unless the disclosure is authorized by management or is legally mandated. When Suppliers are handling any and all personally identifiable data as our agents, we require them to abide by our Privacy policy as it relate to the data and treat such data as it was their own.

In the event a Supplier, its employees or agents are provided access to any student, employee or faculty or other confidential information, including but not limited to name, identification code, financial records, employment information, personal/sensitive information 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, the Supplier shall provide UOPX with information regarding such security measures upon reasonable request and promptly provide UOPX with information regarding any failure of such security measures or any security breach related to student information.

Title IV.

UOPX participates in the federal student loan program under Title IV of the HEA. As such, UOPX 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.

- Supplier represents that it has never participated as an institution or third-party servicer in any federal student aid program authorized under the Higher Education Act of 1965, as amended;
- Supplier upon its knowledge and belief represents that neither it, nor any of its employees, directors, officers or subcontractors has been: (x) 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 (y) administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.
- Supplier agrees to promptly notify UOPX in writing if there is any change in its representations in (x) and (y) in the immediately preceding paragraph and to promptly reaffirm these representations to UOPX upon request.

Monitoring.

In line with UOPX's Code of Ethics, Suppliers must adhere to the highest ethical standards, including adherence to the following guidance:

- Suppliers must monitor their operations to ensure an ethical and compliant workforce and business.
 - This includes review of all supply chains associated with the Supplier.
- Suppliers must educate their personnel on the standards outlined within this document to ensure adherence with our standards.
- UOPX maintains the right to monitor and audit suppliers, as agreed to by both parties.

Legal Compliance.

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.

Reporting.

If an individual believes that there has been a violation of this policy or any related policy, the violation should be reported to UOPX Ethics and Compliance at office.complianceUOPX@phoenix.edu. Reports may also be made anonymously through the Ethics Helpline at 1-888-310-9569 or www.uopxhelpline.com.

As stated in the UOPX Code of Ethics, anyone reporting actual or suspected misconduct will be protected from retaliation, including our Suppliers. We expect and encourage all Suppliers to report concerns in good faith with an interest in our ethical culture and business.

Staff and Student Discount Programs

UOPX is committed to giving back to the community and members of our family. In doing so, UOPX 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 UOPX Strategic Sourcing & Procure-to-Pay contact. Such discussions will not be in violation of UOPX Code of Business Ethics policies.

Frequently Asked Questions

1. I am working with a potential supplier of mine who mentioned sometimes international employees are not volunteering their labor. If I continue to work with this vendor am I in alignment with UOPX Supplier Guide and Code?
 - No, this is not in line with UOPX Supplier Guide and Code since forced labor is prohibited, including slave, child, underage, forced, indentured and will not be condoned.

2. If it is determined that a supplier is not meeting their contractual obligations during an audit by UOPX, the vendor will have 60 days to rectify the situation?
 - No, the vendor must rectify the situation within ten days or UOPX may terminate the agreement.