Memorandum of Understanding
(‘MoU’)
Between
ADEC
American Distance Education Consortium
(‘ADEC’),
and
APOLLIDON
Apolloidon Inc.
(‘Apolloidon’)

I. GOAL

ADEC and Apollidion have determined that a cooperative relationship would increase the potential for US public colleges and universities to broaden their markets by expanding access to high quality, broadly applicable, scalable, and affordable distance education to learners and working professionals, and by creating new beneficial relationships throughout the US and the world.

II. PURPOSE

The purpose of the MoU is to establish and define the principles of a cooperative relationship between ADEC and Apollidion with regard to attaining the goal above. The collaborative effort will be implemented in phases. Phase I will consist of selected universities and programs, to establish the proof of concept (see Addendum C). Each program will have an individually tailored Project Plan of Work (Addendum A), and a Project Financial Plan and Learner Tracking Agreement (Addendum D). Subsequent phases would expand the participants and programs.
III. AREAS OF COOPERATION

The cooperative relationship will cover the promotion, administration, compensation, and distribution, related to certain distance education activities. The Project Generic Market Research and Marketing Steps (see Addendum B) will guide Phase I program selection with primary emphasis on non-credit modules, workshops and certificate programs. Other courses and programs can be included as agreed upon in the approved Plans of Work. ADEC, cooperating with Apollidon as appropriate, will explore multi-institutional and multi-country relationships within its organization that could lead to greater reach, breadth and scale for the programs to be offered.

IV. LONG-TERM DUTIES OF EACH PARTY

The parties agree that they will aim to contribute to their co-operative relationship as set out in this Clause IV, but nothing in this Clause IV creates a binding obligation on either of the parties to take specific actions until it is described and agreed in a Plan of Work document, based on the Generic Market Research and Marketing Steps addendum.

1. ADEC (CEO and member institutions) agree to work with Apollidon to identify programs to offer, ensure market research and strategy meets ADEC criteria, implement and maintain a central gateway website.

2. Apollidon agrees to conduct market research and target market analysis including trends and patterns, demographics and other related information, create and maintain all aspects of effective marketing including both High Tech and High Touch components, both nationally and internationally and work diligently with ADEC to leverage international opportunities.

3. Confidentiality Both ADEC and Apollidon shall maintain the confidentiality of (Additional information may be added), and student records as required by applicable state and federal laws.

V. ADEC DISTANCE EDUCATION PROGRAMS

1. ADEC will offer distance education programs as agreed upon in the Phase I Project Plans of Work and Project Financial Plan and Tracking Agreements (see Addendums A and D to agreement).

2. ADEC (CEO and member institutions) will collaborate with Apollidon to intensely promote the identified programs in order to maximize the number of learners enrolling in the agreed upon programs.

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VI. FINANCIAL TERMS

Each individual Project Financial Plan and Learner Tracking Agreement will clearly identify the terms, payments and logistics to be used in conducting the activities specified. The tracking mechanism for counting learner enrollments upon which payments will be based will be agreed upon. Unless there is an exception agreed to by both ADEC and Apollidon, the normal payment to Apollidon will be 40% of the amount received from registrations for the agreed upon offerings.

VII. INTELLECTUAL PROPERTY (To Be Modified)

All intellectual property, including but not limited to course materials, outlines, software, textbooks, and videotapes developed by ADEC in connection with the activities described in this MoU shall be the sole property of ADEC subject to its rules and policies related thereto. Likewise, all intellectual property, including but not limited to course materials, outlines, software, textbooks, videotapes, Web pages and marketing materials developed by Apollidon in connection with the activities described in this MoU shall be the sole property of Apollidon subject to its rules and policies related thereto.

ADEC (in this clause “Licensor”) grants a non-exclusive license (with no right to sub-license) to Apollidon (in this clause “Licensee”) to modify and copy material provided by the Licensor to the Licensee under this Memorandum of Understanding but only for the purposes of marketing the distance learning courses pursuant to this Memorandum of Understanding. Any license granted shall be subject, if applicable, to the rights of the U.S. Government reserved pursuant to the Bayh-Dole Act, 35 U.S.C. 200 et seq., and any regulations issued thereunder.

This section shall survive termination or expiration of this MoU.

VIII. CONFIDENTIALITY

All materials and information supplied from either Apollidon or ADEC to the other relative to this Memorandum of Understanding shall be held by the other in confidence to the extent allowed under the applicable state and federal laws, and access to it shall be restricted to its own employees who have a need to know for the purpose for which it was supplied; but this confidentiality obligation shall not apply to the extent that the recipient can demonstrate that the disclosed material and information of the other party was:

(a) in the unrestricted possession of the recipient at the time of disclosure; or
(b) at the time of disclosure or thereafter it had become publicly available otherwise than through the fault or negligence of the recipient; or
(c) lawfully obtained by the recipient from a third party with full rights of disclosure and without breach of this Memorandum of Understanding; or
(d) independently developed by the recipient without making use of any of the materials and information provided by the disclosing party.
IX. NO ASSIGNMENT

Neither party shall, without the prior written consent of the other, assign, transfer or deal in any other manner with this Memorandum of Understanding or any of its rights under it or purport to do any of these things or subcontract any of its obligations under it except that either party shall be entitled to subcontract the right or obligation to create online materials and information using the other’s materials subject to ensuring the subcontractor accepts obligations of confidentiality similar to those in clause VIII above.

X. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement and understanding between Apollidon and ADEC regarding its subject matter and supersedes any prior written or verbal communications between the parties.

XI. VARIATIONS

No variation of the Memorandum of Understanding shall be valid unless it is in writing and signed by an authorized signatory of on behalf of both Apollidon and ADEC.

XII. TERMINATION

Either party can terminate the Memorandum of Understanding upon a material breach by the other if the matter is not corrected within thirty days of written notice of intent to terminate. In the event of termination, resources associated with projects undertaken as part of the Memorandum of Understanding shall be shared as mutually agreed by the parties. In the event of failure to reach agreement, the matter shall be referred to an independent third party selected by mutual agreement, whose decision as to the sharing of the resources shall be final. The parties agree and acknowledge that notwithstanding termination of this Memorandum of Understanding, they will each continue to perform their obligations until completion of any and all courses in which learners are enrolled at the time of termination.

XIII. EFFECT OF TERMINATION

Termination of this Memorandum of Understanding shall not affect Clauses XII and VIII which shall continue in full force and effect. Neither shall it affect payments due in respect of services provided up until termination takes effect, with such payments remaining due despite termination. The licenses granted under Clause VII shall cease on termination except to the extent that they are required to remain in force until the parties have implemented their obligations under Clause XII. On completion of such obligations the licenses under Clause VII shall terminate in full.

XIV. NOTICES
All notices, requests, consents and other communications required or permitted under this MoU shall be in writing and hand delivered or sent by certified mail to the following:

For Apollidon:

Name: John Everett  
Title: President and CEO  
Address: Apollidon Inc.  
3980 Tampa Rd. Suite 101K,  
Oldsmar, FL 34677.

For ADEC:

Name: Dr. Janet K. Poley  
Title: President  
American Distance Education Consortium  
Address: C218 Animal Science  
P.O. Box 830952  
Nebraska 68583-0952

In the event that representatives change due to a change in personnel after execution of this MoU, notice of the name and address of the new representative shall be furnished in writing to the other party and a copy of said notification attached to the originals of this MoU.

XV. NO JOINT VENTURES

Nothing contained in this MoU shall be construed to create a joint venture, partnership, or other like relationship between the parties. Nothing herein shall be construed as giving either party the right to control the professional judgment of the other, and the parties shall at all times act as independent contractors with one another.

XVI. SIGNATURES

The MoU is not binding on the parties until the authorized representatives of Apollidon and ADEC have signed it.

XVII. SEVERABILITY

This MoU is severable such that should any provision of this MoU be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

XVIII. AVAILABILITY OF FUNDS

Each of Apollidon and ADEC shall be responsible for its own costs and expenses incurred in connection with this Memorandum of Understanding.
XIX. EACH PARTY'S RESPONSIBILITY

Each party to this MoU agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence.

XX. USE OF NAME

No party to this MoU shall use the name, logo, or likeness of another party to this MoU, or any of the other party’s staff, in any signage, advertising, or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required; however, such consent shall not be unreasonably withheld. The decision to consent or withhold consent shall be provided in writing by the party whose consent is required within ten (10) working days from the date of receipt of the request for consent. Furthermore, any proposed promotional materials relative to the services provided pursuant to this MoU must be reviewed and approved by both parties prior to release. The spokesperson for ADEC in this regard is: Dr. Janet K Poley, President, C218 Animal Science, P.O. Box 830952, Nebraska 68583-0952, (402) 472-7000. The point of contact for Apollidon is: John Everett, 3980 Tampa Rd. Suite 101K, Oldsmar FL 34677, telephone (813) 818-9100.
IN WITNESS WHEREOF, ADEC and Apollidon execute this MoU effective as of the day first above written:

**ADEC**

Dr. Janet K. Poley Date  
President  
American Distance Education Consortium

**Apollidon**

John Everett Date  
President and CEO  
Apollidon Inc.
Phase 1 – Project
Plans of Work
Addendum A

Apollidon Marketing Research and Implementation - Phase 1

Phase 1 consists of market research and implementation of national and international marketing programs for courses and programs agreed with ADEC. The goal is to broaden market access to courses and programs by identifying those that are high quality, scalable, affordable and could benefit both national and international learners and professionals. The opening courses and programs will primarily be non-credit and continuing education programs, and workshops.

Duration of Plans of Work

Subject to the provisions of Clauses XII and XVIII, the Phase I Plans of Work of this Memorandum of Understanding are effective as of the date of signature by the responsible signatories (notwithstanding the dates hereof) for a period of two years, but the Memorandum of Understanding can be amended or renewed at any time with the written agreement of the signatories, and may be extended in perpetuity.

Individual Plans of Work

An individually tailored Plan of Work, based on the relevant steps outlined in the Generic Market Research and Marketing Steps addendum, will be developed with each University for the agreed upon courses or programs, and will be approved by both the program representative and Apollidon.

Individual Financial Terms and Tracking Agreement

An individually tailored Financial Terms and Learner Tracking Agreement, based on the programs and services offered, will be developed with each University for the agreed upon courses or programs, and will be approved by the university program representative, ADEC CEO and Apollidon.
IN WITNESS WHEREOF, (member institution), ADEC and Apollidon execute this Project Plan of Work, effective as of the day first above written:

(Member institution)

(Signatory)  Date
(Title)
(Member institution)

ADEC

Dr. Janet K. Poley  Date
President
American Distance Education Consortium

Apollidon

John Everett  Date
President and CEO
Apollidon Inc.
Phase 1 – Project
Generic Market Research and Marketing Steps
Addendum B

I. Requirements Discussion with Each of These Universities
Apollidon will discuss the specific requirements with the opening Phase 1 universities to fully understand the needs for the programs mentioned above:
1. The university's preferences and requirements for each of the courses/programs they choose to include in the market research phase.
2. Any university specific marketing requirements. For example, specific target groups, national marketing with emphasis on "out of state" marketing, and international markets of greatest interest.
3. Any specific marketing/branding guidelines and rules that need to be taken into consideration for marketing efforts.
4. The current marketing efforts for each program and how this could best be augmented.
5. The university's preference for how course registration is best completed via ADEC.edu or the university's web site.
6. Discuss and agree on optimal approach to tracking course enrollments for determining financial payment.

II. Market Research
Once the courses and programs have been identified, Apollidon will complete the following market research steps for each program, including both quantitative and qualitative information from highly reliable sources.

1. Identify Target Group and Understand Their Characteristics
This will mostly consist of a thorough analysis of secondary research. Primary research will also be gathered when deemed beneficial.

Secondary Research Objectives
i. Target market segmentation and quantification, both national and international; look for ways to identify demand for a particular course/program.
ii. Target group's educational needs and values.
iii. Target group's certification/employer educational requirements; where possible identify pay increases associated with education.
iv. Identify employers of the target group, and their requirements.
v. Identify key industry influencers and how they may be used in marketing efforts.
vi. If there are currently students taking the course/program, analyze their profile and demographics.
vii. Identify specific international regulation/requirements for target group.

Primary Research Objectives
viii. Use surveys/interviews with the target audience, including students already enrolled in the course/program.
ix. Face-to-face interviews with prospective students at relevant conferences.
x. On-line surveys or phone interviews with industry professionals; this could include alumni working in the targeted industry.
2. **Competitive Analysis**
   This is mostly secondary research, but will be augmented with phone interviews where more information is required.
   i. Create a comprehensive list of both direct and indirect competitors.
   ii. Identify course/program enrollment volumes where possible.
   iii. Collect key facts on each program.
   iv. Compare key entrance requirements, credit hours, curricula, and cost per credit unit.
   v. Compare marketing messages, branding and marketing strategies.
   vi. Gather qualitative feedback about the most competitive programs.
   vii. Analyze other noncredit options that may be competitive.

3. **Marketing Channels**
   i. Develop a list of key conferences, associations, journals, newsletters and other channels that could be used in our marketing efforts.
   ii. Identify effective online advertising and social networking sites based on reputation and member size.
   iii. Identify best sources for purchasing direct marketing lists.
   iv. Analyze student/alumni databases, including identifying target groups, demographics and other related information.

**III. Marketing Implementation Plan**
Based on the market research and experience with similar programs, prioritize the courses/programs on scalability and profitability. For each of the chosen courses/programs, develop a detailed marketing implementation plan that will be reviewed and agreed by ADEC. This plan will include goals and timelines for the both the high tech and high touch marketing efforts for each course/program:

1. **Campaign Design**
   Design a campaign for each course/program that includes a visual identity and a marketing message tailored to the target groups identified values and needs.

2. **High Tech**
   i. **Email services**
      Identify and purchase or create effective email lists. Design and implement and follow up email campaigns.
   ii. **Google and other search services**
      Develop and maintain search engine ad campaigns to ensure optimal placement and effectiveness of advertising.
   iii. **Social networking**
      Identify, develop and maintain effective social networking campaigns.
   iv. **Web services**
      Design and maintain program websites, blogs, newsletters, and related web information.
3. **High Touch**  
   i. *Conference marketing*  
      Identify and attend key meetings, conferences, exhibitions and expositions.  
      Provide all arrangements, booth structures, materials and giveaways.  
   ii. *Student recruiting*  
      Design, develop and produce all pamphlets, brochures, postcards and other  
      physical promotional materials.  
   iii. *Workshops*  
      Plan all the details required for an effective workshop.  

4. **Performance evaluation and customer feedback**  
   Apollidon and ADEC will work together to ensure a performance evaluation and customer  
   feedback assessment process.  

IV. **Implement National Marketing Plan**  
   Implement the marketing plan as discussed and make appropriate adjustments based on market  
   response.  

V. **Implement International Marketing Plan**  
   In addition to all the items discussed above, marketing internationally will require the following  
   additional considerations and effort:  
   1. Evaluate international marketing effort by identified demand in a specific country.  
   2. Assess attitudes and acceptance of distance education as well as value placed on education  
      from prestigious US based universities.  
   3. Consider language, technological and cultural differences that need to be accounted for in  
      marketing to a specific country.  
   4. Evaluate the ability and/or willingness to pay for education and take into account the cost of  
      local high quality education.  
   5. Find universities or other industry/trade associations to work through in a particular country.  
   6. Identify individuals or organizations that can assist with evaluation and managing local  
      marketing efforts as required.  
   7. Apollidon has an association with Universities in both the UK and Australia and ADEC  
      member Universities also have numerous associations and programs implemented overseas;  
      we will work diligently with ADEC to leverage these into expanded opportunities.  

VI. **Track and Report on Results**  
   1. Regular status on marketing activities.  
   2. Information related to web traffic and enrollments for each program.  
   3. Each term, analyze existing and new student demographics to better understand how to tailor  
      ongoing marketing strategies.
Phase I Team Institutions
Addendum C

In addition to the current work with the University of Florida's Forensic Science and Pharmaceutical Chemistry programs, the opening Phase 1 universities and programs would include the following, subject to their agreement and requirements:

**Oregon State:** Natural Resources and Environment, Human Resource Development, Marine Science and Disaster Recovery Preparedness.

**Penn State World Campus:** GIS, Leadership, Adult Education. Particular focus on international expansion.

**Washington State University:** Nursing upgrade and specialization, Organic Agriculture, Viticulture, Terminal master's liberal arts.

**University of Minnesota** – Health Science, Training for New Technology, Engineer masters.

**Purdue** – Pharmacy.

**University of Nebraska-Lincoln** – Food Science, Crop and Plant Science Library.

**University of West Virginia** – business, nutrition, child development.
Phase 1 – Project Financial Plan and Learner Tracking Agreement
Addendum D

Programs
(Member institution) will offer the following programs:

1.
2.
3.

Financial Terms
As payment for its services, Apollidon shall receive 40% of the amount received from registrations for the member institution courses. ADEC shall receive %.
The member university shall receive %.
All payments are stated exclusive of any sales tax or other tax which, if applicable, shall be payable in addition. ADEC and the member Universities, as non-profits, are tax exempt.

Payment Method and Timing

1. Member university responsibilities
2. ADEC responsibilities
3. Apollidon responsibilities

Tracking Learner Enrollments

1. Member university responsibilities
2. ADEC responsibilities
3. Apollidon responsibilities

Additional terms and agreements
IN WITNESS WHEREOF, (member institution), ADEC and Apollidon execute this Project Financial Plan and Learner Tracking Agreement, effective as of the day first below written:

(Member institution)

(Signatory)  (Title)  (Member institution)

ADEC

Dr. Janet K. Poley  Date
President
American Distance Education Consortium

Apollidon

John Everett  Date
President and CEO
Apollidon Inc.
MEMORANDUM OF AGREEMENT

TO: Janet Poley, President and CEO, ADEC

CC: John Everett, President and CEO, Apollidon, Inc.

FROM: Muriel Oaks, Dean, Center for Distance and Professional Education

DATE: October 20, 2010

SUBJECT: Agreement for Marketing the Washington State University Certificate in Organic Agriculture

Purpose:
This Agreement describes the terms and conditions of a Phase 1 project to market the Organic Agriculture Certificate offered by WSU. Marketing will be done by Apollidon in conjunction with ADEC.

Responsibilities:
Apollidon will provide marketing services as outlined in the Agreement signed July 6, 2010 between Apollidon and ADEC (attached). Marketing activities and materials will point prospective students to a specified WSU Website.

WSU will approve all aspects of the marketing plan and will provide program information as needed to Apollidon. The university will follow up on all prospective leads and provide support as needed to admit and register qualified students.

All terms outlined in the ADEC/Apollidon agreement will apply, subject to the terms listed herein.

Financial Terms and Monitoring Enrollments:
WSU will monitor enrollments and report them after the 10th day of enrollment to ADEC. WSU will pay 40% of resident tuition to ADEC for all enrollments above the program baseline. The baseline is defined as the number of enrollments in courses that are listed as part of the certificate (http://online.wsu.edu/future_students/de_organic_ag.aspx), excluding those representing students admitted to WSU for the certificate or are identified prospects as of November, 2010; those who are seeking a degree from WSU; and those who are students at a community college in Washington State who are taking Soils 201. Compensation will be based on enrollments exceeding baseline as described above in the following courses: Soils 101, Soils 302, and Soils 498. ADEC will transfer funds to Apollidon according to the July 6, 2010 Agreement.
Term of Agreement:
This agreement will be reviewed after three academic semesters following the first marketing through Apollidon to assess enrollment trends and financial sustainability. WSU reserves the right to void or modify the agreement at that time if that review does not suggest that the model is sustainable. The agreement is effective when signed by both parties below.

Signed in Agreement:

Washington State University

Dr. Muriel Oaks, Dean
Center for Distance and Professional Education

Date: 11-15-2010

ADEC, A Nebraska Non-Profit Corporation

Dr. Janet K. Poley, President and CEO

Date: Nov 15, 2010
but not a degree in one of the majors offered online, should apply as a non-degree seeking student. You may submit a non-degree seeking application through the end of the first week of classes.

Program Requirements

Courses can be taken in any order. (For course descriptions, visit the Course Catalog and select the course you are interested in learning about.)

Questions should be directed to Debra Marsh (509–335–2615 or marshd@wsu.edu) in the College of Agriculture, Human, and Natural Resource Sciences.

* Indicates course is not available online

Core (both courses are required; 6 credits)

- Soils 101 - Organic Gardening and Farming, 3 cr
- Soils 201 [B] - Soil: A Living System, 3 cr

Experiential Learning (3 credits minimum):

- Soils 480, Practicum in Organic Agriculture, must be taken on the Pullman campus

OR

- Soils 498, Professional Internship, for students not on the Pullman campus

How an internship works:
The student arranges an internship (paid or unpaid) with an organic farmer, an organic business, or an organic certifying agency in a location that works for them. Usually, an internship is at least 20 hours per week for 12 weeks. The student is required to keep a daily diary and write a 10-page paper on some aspect of their organic working internship.

Food, Farming, and Ecosystems (choose 9 credits minimum):

- CropS 360 [I] - World Agricultural Systems, 3 cr. (cross listed as Soils 360)
- Biol 140 [B] - Introduction to Nutritional Science, 3 cr. (formerly MBlse 130)
- Soils 302 [M] - Soil Agroecology, 3 cr.
- Soils 441 - Soil Fertility, 3cr.
- Stat 412 - Biometry, 3cr.
- "CropS 102 - Crop Growth and Development, 4 cr. (cross listed as Hort 102)
- "CRS 336 [S] - Agriculture, Environment and Community, 3 cr.
- "CRS 435 - Resolving Environmental Conflicts, 4 cr.
- "FS 220 - Food Safety and Quality, 3 cr. (formerly FSHN 220)
- "NATRS 300 [B] - Natural Resource Ecology, 3 cr.
- AFS 445 - Field Analysis of Sustainable Food Systems, 3 cr.
- EconS 101 [S] - Fundamentals of Microeconomics, 3 cr.

OR

EconS 102 [S] - Fundamentals of Macroeconomics, 3 cr.

Transfer Credits

The maximum number of credit hours earned at other institutions that may apply towards a WSU certificate shall not exceed ¼ of the total number of credit hours required for the certificate.

<< Back to Degrees and Certificates
Degrees and Certificates
Online Organic Agriculture Certificate

Overview
The U.S. organic food industry has grown at an impressive rate of nearly 20 percent each year for more than a decade and industry experts are predicting the trend to continue or accelerate. The Organic Trade Association forecasts that overall, the everyday use of organic products of all kinds will be both accepted and routine by the year 2025.

The growing demand for organic products has created the need for employees who understand the unique production, processing, and marketing approaches used in organic agriculture.

WSU's online certificate in organic agriculture, the first in the nation, develops a solid background in the agricultural sciences, including an understanding of complex agriculture and food systems. Students develop knowledge and skills that are applicable to all industries and agencies involved in the food chain – from production, processing, and delivery to policy, regulation, and education.

The online certificate is ideal for professionals working in agriculture or related fields who require in-depth knowledge of organic systems, those wanting to pursue a career in organic agriculture, anyone interested in beginning a community supported agriculture (CSA) farm, home gardeners, as well as current WSU students in other majors at WSU with an interest in organic agriculture.

Courses are taught by the same world-renowned faculty who teach on Washington State University's main campus in Pullman. Washington State University is a national leader in agricultural research and education and was the first university in the nation to offer a major in organic agriculture (available on the Pullman campus).

Courses for the certificate are accessible 24/7 from computers with high-speed Internet access. A professional internship at an approved farm, orchard, nursery, greenhouse or business involved in the organic industry is an integral part of the curriculum.

Once all courses are completed, students can download the form to apply for the Online Organic Agriculture Certificate here.

Careers
Students who complete the organic agriculture certificate will be well-prepared to work on or develop their own organic farm. The organic agriculture certificate also prepares students for employment opportunities with non-profit organizations and government agencies involved in environmental and food safety, as well as private sector food processing, marketing, organic certification, and product development industries.

Additional career information is available at the U.S. Department of Labor.

Apply
All students pursuing the certificate in organic agriculture must be admitted to Washington State University. Students interested in pursuing the online certificate,
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Washington State University

Dr. Muriel Oaks, Dean
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Date: 11-15-2010

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