



*Elizabethtown College*



**St. Bede's College**

NAAC Re-Accredited A+ Grade

## AGREEMENT

Elizabethtown College USA

and

St. Bede's College, Shimla, India

This Agreement, entered as of June 21, 2022, is by and between Elizabethtown College and the St. Bede's College, Shimla, India. Institute and College hereinafter shall be referred to as the "Parties."

WHEREAS, the Parties intend to collaborate to provide opportunities for Indian students to complete coursework and/or degree programs at Elizabethtown, the Parties enter this Agreement as the first initiative of the Elizabethtown- St. Bede's College Collaboration.

### Terms of Agreement

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties intending to be legally bound hereby agree as follows:

1. Overview. Elizabethtown agrees to offer to qualified COLLEGE students the Masters of Business Administration Degree Program (the "Program") through Elizabethtown, subject to the provisions hereinafter. [See Appendix 1 for Curriculum Scope and Sequence for the Program.] The program consists of 12 courses; 3 (three) courses will be offered online by INSTITUTE during Part 1, and 9 (Nine) courses will be offered on-campus by INSTITUTE during Part 2.
2. Coursework. The Program will be offered in 2 parts. The timeline for the Program is based on INSTITUTE semester scheduling and will proceed as follows:
  - a) Part 1 (January, 2023). During Part 1, only students who are in their final year of study of undergraduate program shall take three online courses along with their Bachelors for Business Administration (BBA) coursework. COLLEGE will be responsible for recruiting qualified students to participate in the Program.
    - 1) COLLEGE students must complete their 3-years bachelor's degree from COLLEGE and 3 (three) online courses from INSTITUTE before they can take the on-campus Part 2 of the program.
    - 2) No COLLEGE student who fails to complete their 3-year bachelor's degree program in India and achieve a final cumulative grade point average of 2.0 (equivalent to a letter grade of C) in the 3 online courses of Part 1, will be permitted to enroll in coursework for Part 2.
  - b) Part 2 (January, 2024). During Part 2, all remaining 9 (nine) courses for the MBA will be offered on-site at INSTITUTE.
    - 1) Each COLLEGE student must complete all Part 1 & 2 coursework with a final cumulative grade point average of 3.0 (equivalent to a letter grade of B) or higher in order to earn an MBA Degree.
    - 2) Housing. INSTITUTE will assist COLLEGE students to obtain housing and agrees to provide the same level of support to COLLEGE students that is provided to INSTITUTE students who are seeking housing.
    - 3) Transportation. COLLEGE students will be responsible for transportation to and from INSTITUTE campus. INSTITUTE will assist COLLEGE students in securing transportation and agrees to provide

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- the same level of support to COLLEGE students that is provided to INSTITUTE students who are seeking transportation.

- 4) Campus. On-site courses for the Programs may be offered at INSTITUTE campus in Elizabethtown, Pennsylvania.

- 5) Modality. Part 2 coursework shall be offered in on-site, online, and/or hybrid modalities to qualified students.

- i. INSTITUTE agrees that COLLEGE students who obtain a visa will be offered course in on-site mode.

- ii. INSTITUTE agrees that any COLLEGE student who is eligible for enrollment in Part 2 coursework, but unable to obtain an F-1 visa, will be permitted to complete the coursework online.

- c) Preliminary Preparation. Students who possess undergraduate degrees in a non-business field, and who do not have significant business-related work experience, are required to take BA 500 MBA Fundamentals in preparation for MBA coursework. BA 500 is a 5-module, online, self-paced, 1 credit course that provides students with foundational knowledge and skills in a range of business education topic areas. Students must achieve a post-test score of 70% or better in each module to successfully complete the course. Students will be required to retake any modules in which they achieve a post-test score lower than 70%. BA 500 must be successfully completed before students can register for additional MBA coursework. This course should be taken at any time prior to enrolling in Part 1 courses.

### 3. Student Support Services

- a) INSTITUTE agrees to provide information about student support services to COLLEGE (e.g., library resources, tutorial services). INSTITUTE agrees to provide COLLEGE students the same access to student support services that is provided to INSTITUTE students to foster COLLEGE students' success.

- b) COLLEGE students must have access to technology with remote capability that aligns with INSTITUTE guidelines and standards. As these guidelines are subject to change, COLLEGE students are responsible for consulting course syllabi and/or the INSTITUTE website for the applicable guidelines and standards at the commencement of their coursework.

- c) INSTITUTE agrees to provide COLLEGE students with the same level of technology support and training for classroom technology that is provided to INSTITUTE students.

- d) INSTITUTE agrees to provide COLLEGE students with the same level of support to obtain up to one year of OPT (Optional Practical Training) in relevant industry that is provided to INSTITUTE students.

### 4. Marketing

- a) INSTITUTE agrees to provide necessary marketing materials to assist COLLEGE in promoting the Program and courses to COLLEGE students and parents.

- b) Neither party will use any name, trademark, logo or other indicia of the other party without, in each instance, prior written approval from such other party. Such approval shall not be unreasonably withheld.

### 5. Administrative Support

- a) Contact. Each Party agrees to identify a point of contact to provide oversight for the Program. INSTITUTE will provide one contact person with full contact credentials in the event parents or students would like to connect with INSTITUTE directly, and COLLEGE will have these details along with the COLLEGE contact person on all marketing collateral.

- b) Textbooks and Supplies. INSTITUTE will make available the list of books recommended for the students of COLLEGE to enable them to purchase them before start of the program.

### 6. Finances

- a) COLLEGE students participating under this Agreement will be billed and payments made in accordance with INSTITUTE's procedures for international students as further outlined in Appendix 2. Tuition and

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fees are as follows for COLLEGE students participating in the MBA program at INSTITUTE: 1) The tuition fees for coursework are\*.

Sl.	Cohort Size	Tuition Fees Der Credit	Total MBA Cost
1	01-15 Students Per Cohort	\$521	\$18 756
2	16-29 Students Per Cohort	\$493	\$17,748
3	30+ Students Per Cohort	\$466	\$16,776

Note: The Cohort shall be established at the beginning of the academic year and will include new students qualified and enrolled each academic year.

b) One campus housing option are available through the community living office. The budgetary costs for housing and other costs are given below\*.

	Cost Heads	Cost Der Year
1	Housing (Room Rent) Fall 2022-23 Academic Year*	\$5,708
2	Meal Plan Fall 2022-23 Academic Year*	\$5,682

\*Costs noted above are anticipated rates for the upcoming year. Tuition, Housing and Meal Plan costs are set in April of the incoming year by the Board of Trustees., 3% is the average increase per year. Further, students who wish to live in apartment style housing rather than residential dorm style rooms will be charged a higher rate.

7. Term and Termination

a) This Agreement shall become effective as of the Effective Date and shall continue in effect until:

- 1) August 31, 2025; or
- 2) Both INSTITUTE and COLLEGE agree to extend or amend this agreement or 3) Sooner terminated as hereinafter provided.

b) Either Party may terminate this Agreement for any reason by providing the other Party with (90) day's written notice of its intention to terminate.

c) If this Agreement is terminated as described above, and only if COLLEGE students are not in default as defined below, INSTITUTE will take all reasonable steps to assure completion of any courses in-progress. INSTITUTE may ensure the completion of in-progress courses by providing such courses in on-site, online, and/or hybrid modalities. If this Agreement is terminated as described above, HIJ will not offer or begin any new courses with COLLEGE.

8. Default. The following events shall be considered "events of default":

- a) The failure of COLLEGE students to pay tuition or any other sum payable to INSTITUTE within thirty (30) days after the same shall become due and payable; or
- b) The failure to perform, violation, or breach by either Party of any of the terms or conditions hereof.

9. Effect of Event of Default. In the event of an "event of default" as defined above, the Party may elect to give the defaulting Party written notice of such default and, if the defaulting Party does not cure any such default within ten working (10) days after the giving of such notice (or if such default is of such a nature that it cannot be completely cured within the ten working (10) day period and the defaulting Party does not commence such curing within five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Party may terminate this Agreement on an additional five working (5) days written notice to the defaulting Party.

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10. **Indemnification.** COLLEGE agrees to indemnify and hold harmless INSTITUTE for any costs of defense (including legal fees) and any judgements as a result of any action or the alleged conduct of COLLEGE or in the instance its students participating under this Agreement bring a cause of action against INSTITUTE.
11. **Force Majeure.** In the event a Party's failure to perform any obligation under this Agreement shall be due to a Force Majeure such Party shall not be considered in default of such performance. In the event a Force Majeure renders the continued performance of this Agreement unfeasible, this Agreement shall be null and void, and the Parties shall have no further obligations under this Agreement. In addition, no Party shall be relieved of liability for failure of performance to the extent such failure shall be caused by it, due to causes arising out of its negligence or due to normal or remedial causes which it fails to remove to remedy within a reasonable period of time. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period. Unless the Force Majeure renders the Agreement unfeasible, during the Party's inability to perform by reason of a Force Majeure, the other party's obligations under this Agreement shall be suspended. As soon as the party declaring Force Majeure is able to resume performance of its obligations, the Party shall give prompt notice to the other Party. A Force Majeure shall mean any event or circumstance beyond the control of and not the result of the negligence of, or caused by, a Party, including but not limited to failure or threat of failure of facilities, landslides, lightning, earthquake, storm, hurricane, flood, tornado, or other acts of God, fire or explosions, transportation accidents, epidemic, sabotage, riot, war, acts of public enemy and civil disturbance or disobedience, strike, lockout, work stoppages, and other industrial disturbances or disputes, or restraint by court order or other governmental authority.
12. **Notice.** Except as otherwise provided in this Agreement, all notices and other communications, which are to be given under this Agreement, shall be in writing and shall be sent by hand delivery, courier (including overnight delivery service such as FedEx or UPS), registered or certified mail, in all cases fees and postage prepaid, addressed to the Party to receive the notice or communication at the address identified above for such Party or such other address as such Party shall designate by notice to the other. All notices to INSTITUTE shall be sent to the contact person listed below. All notices to COLLEGE shall be sent to John F. Champoli at the address listed below. It is the responsibility of the Party changing its address to notify the other Party of any change of address.
13. **Choice of Law and Venue.** This Agreement shall be governed by, adjudicated, construed and interpreted in accordance with the laws of the State of Maine, USA, irrespective of any conflict of law provisions.
14. **General Provisions**
  - a) INSTITUTE represents that it is an Educational Member of the Accreditation Council for Business Schools and Program (ACBSP) and has affirmed its commitment to excellence in business education.
  - b) All COLLEGE students enrolled and participating in this program are expected to comply with INSTITUTE's policies and procedures that apply to all of its students. Any COLLEGE student dismissed from the MBA program for academic or other reasons will be responsible for returning to India according to SEVP regulations. INSTITUTE will not be responsible for any costs incurred as a result of dismissal.
  - c) During Part 1 taking place in the final year of the 3-year undergraduate studies, COLLEGE will be responsible for and have sole authority over all matters pertaining to the administration of the coursework including — but not limited to — admission, course scheduling, enrollment, curriculum requirements, course content, and grades. INSTITUTE will be responsible for and have sole authority over all matters pertaining to INSTITUTE Online Coursework.

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- d) During Parts 2, INSTITUTE will be responsible for and have sole authority over all matters pertaining to the administration coursework including — but not limited to — admission, course scheduling, enrollment, curriculum requirements, course content, grades, and graduation.
- e) Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.
- f) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the Parties hereto unless made in writing and signed by the Parties.
- g) Unless otherwise specified in a separate writing, this agreement will not result in any form of cost sharing or cause one party to incur expenses on behalf of the other. Each party is liable for its own costs and expenses in relation to any undertakings arising from this memorandum. COLLEGE students participating in this program are expected to have sufficient financial resources to cover the costs of travel, tuition, room, board, and other miscellaneous expenses as well as the cost of travel for emergency purposes or as a result of dismissal from the program.
- h) Nothing in this document shall be implied to create a joint venture, partnership, or agency relationship between the party institutions. Nor does this memorandum give rise to any legal relationship between the parties.
- i) Each Party represents and warrants to the other Party that the person signing this Agreement has the full authority to do so.

Institute: Elizabethtown College  
One Alpha Drive  
Elizabethtown College Shimla -  
Elizabethtown, PA 17022  
United States of America  
Attn: John F. Champoli  
Title: Vice President for Enrollment  
Management

COLLEGE: St. Bede's College  
Navbahar  
Shimla – 171002  
Himachal Pradesh  
India  
Attn: Sr. Prof. Molly Abraham  
Title: Principal

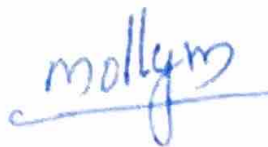
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the effective date set forth above.

Elizabethtown College



June 21, 2022.

St. Bede's College, Shimla.



June 21, 2022.