



**St. Bede's College**

NAAC Re-Accredited A+ Grade

## **AGREEMENT**

**Kutztown University, USA  
and  
St. Bede's College, Shimla, India**

This Agreement, entered as of 25 June, 2022, is by and between Kutztown University of Pennsylvania, an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania ("University"), and the St. Bede's College, Shimla, India ("College"). 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 University, the Parties enter this Agreement as the first initiative of the University-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.** UNIVERSITY agrees to offer to qualified COLLEGE cohort students the Masters of Business Administration (MBA) Degree Program and Masters of Science in Computer Science (the "Programs") through UNIVERSITY, subject to the provisions hereinafter. [See Appendix 1 for Curriculum Scopes and Sequences for the Program.] Each program consists of 10 courses.
2. **Coursework.** The timeline for the programs is based on UNIVERSITY semester scheduling and will proceed as follows:
  - a) In a one calendar year period: Ten (10) courses for the programs will be offered at UNIVERSITY.
    - 1) Each COLLEGE student must complete all coursework with a final cumulative grade point average of 3.0 (equivalent to a letter grade of B) or higher to earn an MBA/MS Degree.
    - 2) Housing. UNIVERSITY will assist COLLEGE students to obtain housing and agrees to provide the same level of support to COLLEGE students that is provided to UNIVERSITY students who are seeking housing.
    - 3) Transportation. COLLEGE students will be responsible for transportation to and from UNIVERSITY campus. UNIVERSITY will assist COLLEGE students in securing transportation and agrees to provide the same level of support to COLLEGE students that is provided to UNIVERSITY students who are seeking transportation.
    - 4) Campus. On-site courses for the Program may be offered at UNIVERSITY campus in Kutztown, Pennsylvania.
    - 5) Modality. Coursework shall be offered in on-site, online, and/or hybrid modalities to qualified students.

i. UNIVERSITY agrees that COLLEGE students who obtain a visa will be offered courses in on-site, hybrid or online mode.

ii. For the MBA program only, UNIVERSITY will attempt to provide online options for any CONSORTIUM student who is eligible for enrollment in coursework, but unable to obtain an F-1 visa, on a space-available basis. Students who complete the program on an online-only basis will pay standard rates for fully online students, which are comparable to the adjusted in-person tuition rates offered for other students in this program.

b) Preliminary Preparation. For the MBA program, students who possess undergraduate degrees in a non-business field, and who do not have significant business-related work experience, are required to successfully complete BUS 501 Introduction to Quantitative Decision-making in Business, a 3 credit online course that provides students with foundational knowledge and skills in a range of business education topic areas, in preparation for MBA coursework. This course should be taken during June/July prior to enrolling in MBA coursework.

### 3. Student Support Services

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

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

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

d) UNIVERSITY 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 UNIVERSITY students.

### 4. Marketing

a) UNIVERSITY 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.

### 5. Administrative Support

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

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



6. Finances

- a) COLLEGE students participating under this Agreement will be billed and payments made in accordance with UNIVERSITY's procedures for international students as further outlined in Appendix 2. Tuition and fees are as follows for COLLEGE students participating in the programs at UNIVERSITY: 1) The tuition fees for coursework are\*:

1-5 Students Per Cohort	\$932*	\$27,953
6-10 Students Per Cohort	\$875*	\$26,250
11-18 Students Per Cohort	\$800*	\$24,000
19-24 Students Per Cohort	\$700*	\$21,000
25+ Students Per Cohort	\$647	\$19,410

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) On campus housing options are available through the residence life office. The budgetary costs for housing and other costs are given below\*.

	Cost Heads	Cost Per Year
1	Housing (furnished apartment) – Two semesters plus one summer session	\$11,348
2	Meal Plan – Two semesters*	\$4,290

\*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. Updated rates will be provided by June of each year for the following academic year. 3% is the average increase per year. Students in this program will participate in the same housing selection process as other UNIVERSITY students. Students who wish to live in residential dorm-style rooms rather than apartment housing, or where availability requires this option, will be charged a lower rate. Students residing in the apartment housing are not required to purchase a meal plan. Meal plans are offered only during the academic year.

7. Additional Program Opportunities

- a) UNIVERSITY agrees to provide the opportunity for accepted students in other Masters level programs to receive reduced tuition costs as reflected in Appendix 4.
- b) Students electing to pursue these options will receive the same support services and housing options that are provided to other UNIVERSITY students.

8. Term and Termination

- a) This Agreement shall become effective as of the Effective Date and shall continue in effect until the earliest of the following dates:
- 1) May 31, 2026; or

- 2) The agreement is 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, UNIVERSITY will take all reasonable steps to assure completion of any courses in-progress. UNIVERSITY 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, UNIVERSITY will not offer or begin any new courses with COLLEGE.
  - d) Prior to the end of the term, the Parties may amend or otherwise modify the terms of this Agreement through a formal written amendment letter signed by both of the Parties with the same formality as the original Agreement.
9. 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 UNIVERSITY 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.
10. 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 (10) working 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 (10) working 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 (5) working days written notice to the defaulting Party.
11. Indemnification. COLLEGE agrees to indemnify and hold harmless UNIVERSITY 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 UNIVERSITY.
12. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control. 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. 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 of 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 courts 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 below for such Party or such other address as such Party shall designate by notice to the other. All notices to UNIVERSITY shall be sent to Lorin Basden Arnold, Office of the Provost, Kutztown University, 15200 Kutztown Road, Kutztown, PA 19530 USA. It is the responsibility of the Party changing its address to notify the other Party of any change of address.

13. **Choice of Law.** This Agreement shall be governed by, adjudicated, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, USA, irrespective of any conflict of law provisions.

#### 14. General Provisions

- a) UNIVERSITY represents that it is an AACSB Business Education Alliance Member, and has affirmed its commitment to excellence in business education. [See Appendix 3 for Accreditation Certification.]
- b) All COLLEGE students enrolled and participating in this program are expected to comply with UNIVERSITY 's policies and procedures that apply to all 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. UNIVERSITY will not be responsible for any costs incurred by the student or COLLEGE as a result of dismissal.
- c) During preparatory courses 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. UNIVERSITY will be responsible for and have sole authority over all matters pertaining to UNIVERSITY Online Coursework.
- d) For the MBA/MS coursework, UNIVERSITY 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) 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.
- f) In the event that any provision or section of this Agreement shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the Agreement unless the invalid provision affects the rights of 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 Agreement. 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.

j) Each Party represents and warrants to the other Party that the person signing this Agreement has the full authority to do so.

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

UNIVERSITY

Kenneth S. Hawkinson, President  
Kutztown University  
15200 Kutztown Road  
Kutztown, PA 19530 USA

COLLEGE

Prof. Sr. Molly Abraham, Principal  
St. Bede's College, Shimla  
Shimla – 171002  
Himachal Pradesh  
India

DocuSigned by:

*Kenneth Hawkinson*

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**Kenneth S. Hawkinson, Ph.D.**

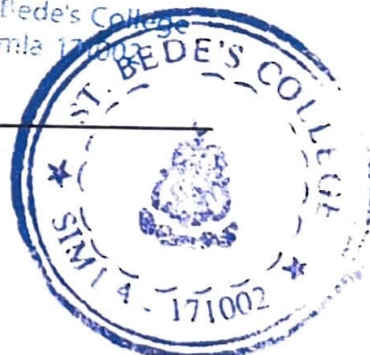
**Date: June 25, 2022**

*mollym*

Prof. Sr. Molly Abraham

Principal  
St. Bede's College  
Shimla 171002

Date: June 25, 2022



APPROVED AS TO FORM & LEGALITY:

DocuSigned by:

*Natalie G. Emery*

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**PASSHE Legal Counsel**



## **APPENDIX 1: PROGRAMS Curriculum Scope & Sample Sequences**

*NOTE: Final sequencing for each cohort will be provided at admission to a program.*

### **MBA**

For students holding an undergraduate business degree (BBA or US equivalent) with a **fall start cohort**:

1. Fall semester
  - a. LDR 525 - Managing and Leading People
  - b. LDR 545 - Persuasive Communication
  - c. DSC 510 - Data Driven Decision-making
  - d. DSC 530 - Managing the Value Chain
2. Spring semester
  - a. LDR 515 - Ethics and Social Responsibility
  - b. LDR 535 - Managing Programs and Projects
  - c. DSC 520 - Business Intelligence Analytics & Data Visualization
  - d. DSC 540 - Strategic Decision-making
3. Summer semester
  - a. BUS 592 - Capstone simulation
  - b. BUS 581 – Digital Marketing & Business Strategy

For students holding an undergraduate business degree (BBA or US equivalent) with a **spring start cohort**:

1. Spring semester
  - a. LDR 515 - Ethics and Social Responsibility
  - b. LDR 535 - Managing Programs and Projects
  - c. CSC 458 - Data Mining and Predictive Analytics I
2. Summer semester
  - a. BUS 592 - Capstone simulation
  - b. CSC 570 - Independent Study or Projects in Computer Science
  - c. CSC 459 - Introduction to Big Data
3. Fall semester
  - a. LDR 525 - Managing and Leading People
  - b. LDR 545 - Persuasive Communication
  - c. BUS 591 - Applied Capstone
  - d. CSC 558 – Data Mining and Predictive Analytics II

For students not holding an undergraduate business degree (BBA or US equivalent) with a **fall start cohort**:

1. Summer semester (prior to arrival in the United States)
  - a. BUS 501 - Introduction to Quantitative Decision-making in Business
2. Fall semester
  - a. LDR 525 - Managing and Leading People
  - b. LDR 545 - Persuasive Communication
  - c. DSC 510 - Data Driven Decision-making
  - d. DSC 530 - Managing the Value Chain
3. Spring semester
  - a. LDR 515 - Ethics and Social Responsibility
  - b. LDR 535 - Managing Programs and Projects
  - c. DSC 520 – Business Intelligence Analytics & Data Visualization
  - d. DSC 540 - Strategic Decision-making
4. Summer semester
  - a. BUS 592 - Capstone simulation

## MS in Computer Science

For students holding an undergraduate business degree (BBA or US equivalent) with a **fall start cohort** focusing on Decision Making for their inter-disciplinary courses.:

1. Fall semester
  - a. CSC558 – Data Mining and Predictive Analytics II
  - b. CSC 554 – Project Management
  - c. DSC 510 - Data Driven Decision-making
  - d. LDR 525 - Managing and Leading People OR LDR 545 - Persuasive Communication
2. Spring semester
  - a. CSC 459 – Introduction to Big Data
  - b. CSC 523 – Advanced Scripting for Data Manipulation, Analysis, and Machine Learning
  - c. DSC 520 – Business Intelligence Analytics & Data Visualization
  - d. DSC 540 - Strategic Decision-making
3. Summer semester
  - a. CSC458 – Data Mining and Predictive Analytics I
  - b. CSC 570 – Independent Study or Projects in Computer Science

For students holding an undergraduate business degree (BBA or US equivalent) with a **fall start cohort** focusing on Leadership for their inter-disciplinary courses.:

1. Fall semester
  - a. CSC558 – Data Mining and Predictive Analytics II
  - b. CSC 554 – Project Management
  - c. LDR 525 - Managing and Leading People
  - d. LDR 545 - Persuasive Communication
2. Spring semester
  - a. CSC 459 – Introduction to Big Data
  - b. CSC 523 – Advanced Scripting for Data Manipulation, Analysis, and Machine Learning
  - c. LDR 515 - Ethics and Social Responsibility
  - d. LDR 535 - Managing Programs and Projects
3. Summer semester
  - a. CSC458 – Data Mining and Predictive Analytics I
  - b. CSC 570 – Independent Study or Projects in Computer Science

For students holding an undergraduate business degree (BBA or US equivalent) with a **spring start cohort**:

1. Spring semester
  - a. LDR 515 – Ethics and Social Responsibility
  - b. LDR 535 – Managing Programs and Projects
  - c. CSC 458 – Data Mining and Predictive Analytics I
2. Summer semester
  - a. BUS 592 – Capstone Simulation
  - b. CSC 570 – Independent Study or Projects in Computer Science
  - c. CSC 459 – Introduction to Big Data
3. Fall semester
  - a. LDR 525 – Managing and Leading People
  - b. CSC 558 – Data Mining and Predictive Analytics II
  - c. CSC 523 – Advanced Scripting for Data Manipulation, Analysis, and Machine Learning
  - d. CSC 554 – Project Management



## **APPENDIX 2: Finances**

International wire transfer information:

### **Payment Processing Steps and Options in MyKU:**

Students will log into MyKU (the student information system) > select the KU Financial Account tile > select the Payment Dashboard option and then click on Make a Payment.

Students will be given 3 options for payment:

1. New credit or debit card – US banks only
2. New bank account – US banks only
3. International payment – this selection will use a third party called Flywire (<https://www.flywire.com/>)
  - a. Student may use foreign currency from the students bank
  - b. Student may use a foreign credit card

### **Payment Plans with Flywire:**

International students may also choose to participate in any of our payment plan offerings using Flywire as their payment method – this selection will also be on the Payment Dashboard.

### **Direct Flywire Payments:**

Alternatively, the student can go directly to Flywire's site to process a payment, but the posting to MyKU will incur a slight delay.

### **APPENDIX 3: Accreditation Credentials**

Kutztown University of Pennsylvania is accredited by the Middle States Commission on Higher Education, with initial accreditation in 1944 and accreditation reaffirmed in 2019. The institution's Statement of Accreditation Status (SAS) is available at <https://www.msche.org/institution/0515/>.

Kutztown University's MBA program is accredited by the [Association to Advance Collegiate Schools of Business](#) (AACSB).



#### **APPENDIX 4: Individual Students in Alternate Programs**

Individual students, not in MBA or MS in Computer Science cohorts, from any partner institution, may be eligible for reduced tuition rates upon admission to the following approved graduate programs:

MA in Counseling, Addictions Counseling

MA in Clinical Mental Health Counseling

MA in Marriage, Couple & Family Counseling

MS in School Counseling

M.Ed. in Secondary Education – Biology; English; Mathematics; Social Studies; or Curriculum & Instruction

M.Ed. in Student Affairs in Higher Education – Administration

Master in Public Administration

Master in Public Administration – Criminal Justice

Master of Social Work

#### **Reduced Tuition Programs**

Masters Programs: \$800\* per credit hour

\*Costs noted above are anticipated rates for the upcoming year. Updated rates will be provided by June for the following academic 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.