

AGREEMENT

**Olivet College, USA
and
St. Bede's College, India**

This Agreement, entered as of November 15, 2022, ("Effective Date"), is by and between Olivet College and St. Bede's College, India. Olivet College and St. Bede's 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 Olivet College, the Parties enter this Agreement as the first initiative of the Olivet College-St. Bede's College Collaboration.

Terms of Agreement

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties agree as follows:

1. Overview. Olivet College agrees to offer to qualified St. Bede's College students the Masters of Business Administration Degree Program including concentrations in Insurance and Enterprise Risk Management (the "Program") through Olivet College, subject to the provisions herein. [See Appendix 1 for Curriculum Scope and Sequence for the Program.] Part 1, the academic Program will be completed and the Master of Business Administration degree will be earned upon successful completion of 11 online courses of three-hours each. An optional 14-day immersion program will be offered on-campus that includes conversations and networking with executives that relate to the content of the curriculum by Olivet College is Part 2 of the Program.
2. Coursework. The Program will be offered in 2 parts. The timeline for the Program is based on OLIVET COLLEGE term scheduling and will proceed as follows:
 - a) Part 1 (beginning January, 2023). Prior to Part 1, students would need to complete the application for admission to the MBA graduate program and be admitted. In some cases, students would be direct entry, some may receive prior experience credit, and some may need foundational business course preparation for admittance.
 - 1) For convenience, students may gain entry into the MBA program in any of the five term sessions (each are 8 week sessions: Fall 1, Fall 2, Spring 1, Spring 2, and Summer).
 - 2) To graduate successfully, students must earn at least a 3.0 cumulative GPA in courses taken at Olivet College.
 - b) Olivet College and St. Bede's College will work collaboratively on the preparation coursework needed for entry into the MBA program, and St. Bede's College will be responsible for recruiting qualified students to participate in the Program.
 - c) Part 2 (Summer, optional). Olivet College and St. Bede's College will work collaboratively on the student cohort specifications. During Part 2, students would have

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the opportunity to travel to the United States and participate in a 14-day immersion program that results in a certificate of participation from Olivet College. The cost of the program will be all-inclusive once a student arrives in Michigan for the duration of this program, covering scheduled meals, on-campus housing, program transportation, instruction, and activities (personal expenses and flights not included). Students would arrive on a tourist VISA and participate in education sessions that complement the MBA curriculum, including field studies and visits to major corporations including insurance, risk management and other companies, as well as gaining an American cultural experience. Students also have access to international companies and have the opportunity to network with executives and professionals. [See Appendix 2 for sample program description.]

3. Student Support Services

- a) Olivet College agrees to provide information about student support services to St. Bede's College (e.g., library resources...). Olivet College agrees to provide St. Bede's College students the same access to student support services that is provided to Olivet College graduate students to foster St. Bede's College students' success.
- b) St. Bede's College students must have access to technology with remote capability that aligns with Olivet College guidelines and standards. As these guidelines are subject to change, St. Bede's College students are responsible for consulting course syllabi and/or the Olivet College website for the applicable guidelines and standards at the commencement of their coursework.
- c) Olivet College agrees to provide St. Bede's College students with the same level of technology support and training for classroom technology that is provided to Olivet College students.
- d) Olivet College agrees to provide St. Bede's College students with the same level of support and access to faculty members and relevant industry partners that are provided to Olivet College students.

4. Marketing

- a) Olivet College agrees to provide marketing materials to assist St. Bede's College in promoting the Program and courses to St. Bede's 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. Olivet College will provide one contact person with full contact credentials in the event parents or students would like to connect with Olivet College directly, and St. Bede's College will have these details along with the St. Bede's College contact person on all marketing collateral.

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- b) Textbooks and Supplies. Olivet College will make available the list of books and materials recommended for the students of St. Bede's College to enable them to purchase them before start of the program.

6. Finances

- a) St. Bede's College students participating under this Agreement will be billed and payments made in accordance with Olivet College's procedures for all online students.
- b) Tuition and fees are as follows for St. Bede's College students participating in the MBA program at Olivet College. Students are responsible for any tuition increases that are accorded to all students and set by the Olivet College Board of Trustees.
 - 1) For the 2023-24 Academic year, the tuition fees for coursework are \$904 per credit, along with a per term technology fee of \$115. While the program can be completed in 18 months (one course per term) or accelerated with more courses per term, students in the program must finish their MBA program in seven years or less.
 - 2) In accordance with this agreement with St. Bede's College, students will receive a scholarship entering the MBA program:
 - 1) Cohort size: 1-3 students entering in the same term – \$225 scholarship per credit (25%), and will be charged \$679 per credit for the 2023-24 academic year, in addition to the technology fee of \$115 that is assessed per term.
 - 2) Cohort size: more than 3 students entering in the same term – \$300 scholarship per credit (33%), and will be charged \$604 per credit for the 2023-24 academic year, in addition to the technology fee of \$115 that is assessed per term.
 - 3) The summer immersion program will be priced reasonably to cover the costs of the program including meals, on-campus housing, program transportation, instruction, insurance, and activities (personal expenses and flights not included). We estimate the cost to be in the range of \$3,000-\$4,000 per participant.

7. Term and Termination

- a) This Agreement shall become effective as of the Effective Date and shall continue in effect until:
 - 1) December 31, 2026; or
 - 2) Both Olivet College and St. Bede's College agree to extend or amend this agreement; or
 - 3) Terminated sooner 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 St. Bede's College students are not in default as defined below, Olivet College will take all reasonable steps to assure completion of any courses in-progress. Olivet College may ensure the completion of in-progress courses by providing such online courses. If this Agreement

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is terminated as described above, Olivet College will not offer or begin any new courses with St. Bede's College.

8. Default. The following events shall be considered "events of default":
 - a) The failure of any St. Bede's College students to pay tuition or any other sum payable to Olivet College 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. Olivet College will seek assistance from St. Bede's College to ensure that St. Bede's College students remain in good standing, financially, academically, and socially.
10. Indemnification. St. Bede's College agrees to indemnify and hold harmless Olivet College for any costs of defense (including legal fees) and any judgements as a result of any action or the alleged conduct of St. Bede's College or in the instance its students participating under this Agreement bring a cause of action against Olivet College.
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,

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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 Olivet College shall be sent to the designated contact person. All notices to St. Bede's College shall be sent to the designated contact person. 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 Michigan, USA, irrespective of any conflict of law provisions.
14. General Provisions
 - a) Olivet College represents that it is fully accredited by The Higher Learning Commission (HLC) and has affirmed its commitment to excellence in business education.
 - b) All St. Bede's College students enrolled and participating in this program are expected to comply with Olivet College's policies and procedures that apply to all its students. Any St. Bede's College student dismissed from the MBA program for academic or other reasons will be responsible for any costs incurred as a result of dismissal.
 - c) St. Bede's College will be responsible for and have sole authority over all matters pertaining to the recruitment and assistance needed by the students for applying and being admitted to the online MBA program.
 - d) Olivet College will be responsible for and have sole ownership of and authority over all matters pertaining to Olivet College Online Coursework and intellectual property including, but not limited to admission, course scheduling, enrollment, curriculum requirements, course content, grades, and graduation
 - e) For the summer program in Michigan, St. Bede's College students will be responsible for obtaining the appropriate Tourist Visa for visiting the United States, for airline costs to designated Michigan cities during pick-up times, and for personal expenses while in the United States. Olivet College will be responsible for and have sole authority over all matters pertaining to the administration and curriculum offered.
 - f) Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party.

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- g) 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.
- h) 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. St. Bede's College students participating in this program are expected to have sufficient financial resources to cover the costs of tuition, books, and other curricular expenses for the online coursework, and like all Olivet College students, payments must be received prior to each term.
- i) 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.

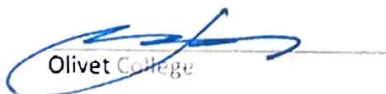
OLIVET COLLEGE •
320 S. Main Street
Olivet, MI 49076
www.olivetcollege.edu

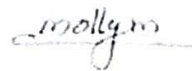

Attn: Steven M. Corey, Ph.D.
Title: President

ST. BEDE'S COLLEGE
Navbahar, Shimla-171002
Himachal Pradesh, India
www.stbedescollege.in

Attn: Sister 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.


Olivet College


St. Bede's College
Principal
St. Bede's College
Navbahar, Shimla-171002


APPENDIX ONE: Curriculum Sheet and Course Descriptions

OLIVET COLLEGE
MBA
GRADUATE BUSINESS PROGRAMS
Master of Business Administration
Advising Summary Sheets

Master of Business Administration (MBA) Degree Requirements

- 33 credits (at least 21 credits earned at Olivet College*)
- At least a 3.0 cumulative grade point average in courses taken at Olivet College
- MBA must be completed within 7 years

**The Olivet College MBA program recognizes that MBA students may demonstrate mastery of select course content through graduate coursework or through professional designations such as CPCU®, CPA®, CFA®, or FRM®. As many as twelve credits may be waived or transferred. Applications for course waivers and transfer credits are accepted following admittance into the MBA program.*

MBA Degree with a Concentration in Insurance

The Olivet College MBA – Insurance requires 33 graduate level course credits and accepts up to 12 course credits from plus 12 credits of additional courses as detailed in this section or from graduate level professional designations (such as CPCU) as course equivalencies.

Required MBA Core Courses. Complete the following seven courses (each course below is 3 credits).

- MBA 808 Management and Organizational Behavior with a Diverse Workforce
- MBA 809 Strategic Marketing
- MBA 810 Managerial Economics
- MBA 811 Corporate Accounting and Finance
- MBA 820 Quantitative Analysis and Decision Making for Management
- MBA 830 Ethics and Leadership
- MBA 891 Strategic Management and Leadership (capstone)

Insurance Concentration Courses. Complete at least three courses (9 credits) from the following insurance courses (each course below is 3 credits).

- MBA 800 Insurance and Risk Management
- MBA 803 Global insurance and Risk Management
- MBA 812 Business and Insurance Law
- MBA 835 Property-Casualty Insurance Contracts
- MBA 840 Financial Management of Property Casualty Insurers
- MBA 844 Reinsurance Principles and Practices
- MBA 851 Commercial Property Risk Management and Insurance
- MBA 852 Commercial Liability Risk Management and Insurance
- MBA 859 Personal Risk Management and Property-Casualty Insurance
- MBA 863 Surplus Lines Insurance Operations
- MBA 882 Variable Topics (when course addresses an insurance-related topic)

General Elective Course. Complete a fourth course (3 credits) from among the list of Insurance concentration courses above, from the Enterprise Risk Management concentration, or from the general MBA elective courses listed below (each course below is 3 credits).

- MBA 854 Risk Assessment
- MBA 855 Risk Control
- MBA 856 Risk Finance
- MBA 857 Enterprise Risk Management
- MBA 802 Personal Financial Planning

- MBA 806 Operations Management
- MBA 813 Project Management
- MBA 814 Financial Management
- MBA 831 Negotiations
- MBA 832 Alternative Dispute Resolution
- MBA 853 Employee Benefits
- MBA 882 Variable Topics

Master of Business Administration (MBA) Degree Requirements

- 33 credits (at least 21 credits earned at Olivet College*)
- At least a 3.0 cumulative grade point average in courses taken at Olivet College
- MBA must be completed within 7 years

**The Olivet College MBA program recognizes that MBA students may demonstrate mastery of select course content through graduate coursework or through professional designations such as CPCU®, CPA®, CFA®, or FRM®. As many as twelve credits may be waived or transferred. Applications for course waivers and transfer credits are accepted following admittance into the MBA program.*

MBA Degree with a Concentration in Enterprise Risk Management

The Olivet College MBA – Insurance requires 33 graduate level course credits and accepts up to 12 course credits from plus 12 credits of additional courses as detailed in this section or from graduate level professional designations (such as CPCU or ARM) as course equivalencies.

Required MBA Core Courses. Complete the following seven courses (each course below is 3 credits).

- MBA 808 Management and Organizational Behavior with a Diverse Workforce
- MBA 809 Strategic Marketing
- MBA 810 Managerial Economics
- MBA 811 Corporate Accounting and Finance
- MBA 820 Quantitative Analysis and Decision Making for Management
- MBA 830 Ethics and Leadership
- MBA 891 Strategic Management and Leadership (capstone)

Enterprise Risk Management Concentration Courses. Complete at least three courses (9 credits) from the following enterprise risk management courses (each course below is 3 credits).

- MBA 854 Risk Assessment
- MBA 856 Risk Finance
- MBA 857 Enterprise Risk Management
- MBA 855 Risk Control
- MBA 892 Variable Topics (when course addresses a risk management-related topic)

General Elective Course. Complete a fourth course (3 credits) from among the list of Enterprise Risk Management concentration courses above, from the Insurance concentration, or from the general MBA elective courses listed below (each course below is 3 credits).

- MBA 806 Operations Management Business and Insurance Law Project
- MBA 812 Management
- MBA 813 Financial Management
- MBA 831 Negotiations
- MBA 832 Alternative Dispute Resolution
- MBA 853 Employee Benefits
- MBA 882 Variable Topics
- MBA 800 Insurance and Risk Management
- MBA 803 Global Insurance and Risk Management
- MBA 812 Business and Insurance Law
- MBA 835 Property-Casualty Insurance Contracts
- MBA 840 Financial Management of Property Casualty Insurers
- MBA 844 Reinsurance Principles and Practices
- MBA 851 Commercial Property Risk Management and Insurance
- MBA 852 Commercial Liability Risk Management and Insurance
- MBA 859 Personal Risk Management and Property-Casualty Insurance
- MBA 863 Surplus Lines Insurance Operation



MBA Course Descriptions

Concentration/Elective Courses:

MBA 800 Insurance & Risk Management

3 semester hours.

An introduction to the concept of risk, the process of risk management, and the field of insurance, including fundamental doctrines, historical background, social value, economic influence, loss exposures and protection, insurance regulation, insurance carriers, and overview of insurance operations such as reinsurance, marketing, underwriting, and claims adjusting.

MBA 802 Personal Financial Planning

3 semester hours.

This course provides a solid framework for understanding six major areas of personal financial planning: fundamentals of financial planning, investment planning, insurance planning, taxation, retirement planning and estate planning. Students will be able to complete a comprehensive financial plan which integrates the six major areas of personal financial planning.

MBA 803 Global Insurance & Risk Management

3 semester hours.

The study of the major challenges and cross functional issues facing managers in insurance and risk management businesses with activities and interests around the world. Topics include risk management considerations for both the U.S. business with overseas expansion and Global organizations, corporate structures and politics, international coordination and communication, compulsory vs. non-compulsory coverage, regulatory compliance, loss control considerations, agent/broker considerations, and specialty coverages for global risks.

MBA 806 Operations Management

3 semester hours.

An introduction to the concepts and applications of effective operations management with an emphasis on strategic, conceptual, and contemporary approaches. Topics include supply chain management, the balanced scorecard, and yield management.

MBA 812 Business & Insurance Law

3 semester hours.

A study of the legal framework for business decision making, principles of general business law, contracts and agency, application to insurance and risk management, historical legal development in the insurance industry.

MBA 813 Project Management

3 semester hours.

Core concepts and best practices for effective project management in the business setting. Involves extensive application of case studies to promote transferable skill development.

MBA 814 Financial Management

3 semester hours.

The application of theories and methodologies in financial management of large companies. Analysis of financial statements and application of financial data to evaluate and improve financial performance.

MBA 831 Negotiations

3 semester hours.

Understanding and application of effective negotiation strategies in the business setting. Exploration of foundational theories and research findings with an emphasis on case study applications for achieving successful negotiations.

MBA 832 Alternative Dispute Resolution

3 semester hours.

Conflict management and resolution leadership for the business sector with a focus on alternative resolution process and procedures.

MBA 835 Property-Casualty Insurance Contracts

3 semester hours.

The examination and analysis of common property casualty insurance contracts, underwriting considerations, and application to loss scenarios.

MBA 840 Financial Management of Property Casualty Insurers

3 semester hours.

The application of theories and methodologies acquired in financial management of the specific needs of property-casualty insurance companies. Students analyze insurer financial statements, learn how to use financial data to evaluate the performance of property-casualty insurance companies, construct strategies designed to avoid insolvency, ensure adequate reserving, and meet the future capital needs of the insurance company.

MBA 844 Reinsurance Principles and Practices

3 semester hours.

An introduction to reinsurance, and an examination of the types of reinsurance and reinsurance program design, reinsurance placement process, common reinsurance treaty clauses, quota share treaties, surplus share treaties, property per risk excess of loss treaties, casualty excess of loss treaties, catastrophe reinsurance, aggregate excess of loss treaties, reinsurance audits, reinsurance regulation, reinsurance aspects of the NAIC annual statement, and reserves.

MBA 851 Commercial Property Risk Management and Insurance

3 semester hours.

Commercial Property risk analysis and financial implications of loss. Risk management techniques specific to property including insurance risk transfer. Property insurance policy analysis and variations between industry standard and manuscript policy language.

MBA 852 Commercial Liability Risk Management and Insurance

3 semester hours.

Commercial Liability risk analysis and financial implications of loss. Risk management techniques specific to liability including insurance risk transfer. Liability insurance policy analysis and variations between industry standard and manuscript policy language.

MBA 853 Employee Benefits

3 semester hours.

An in-depth study of employee benefit plans such as group insurance and pensions with special consideration given to financing and current issues.

MBA 854 Risk Assessment

3 semester hours.

The examination of the process of risk management for a private firm, in-depth, with a focus on the identification and analysis of loss exposures, examination of alternatives to traditional insurance, and the use of forecasting and cash flow analysis to make the risk management decision.

MBA 855 Risk Control

3 semester hours.

Risk management has been defined as merely eliminating or reducing risk exposure. Companies are learning that this is far too narrow and constraining definition, risk is central to business success. Risk has traditionally been viewed as a negative for investors and companies, this class will encompass both risk hedging and strategic risk, both sides of the risk equation will be look at in a complete framework for maximizing profit by limiting some risks and exploiting others.

MBA 856 Risk Financing

3 semester hours.

A study of insurance as a risk financing technique, excess and umbrella liability, reinsurance and risk financing, captives, self-insurance, retrospectively rated plans, finite and integrated risk insurance plans, and capital market products.

MBA 857 Enterprise Risk Management

3 semester hours.

Comprehensive overview of concepts and techniques for holistically managing risk in the business enterprise. Implications of managing credit, market, and operational risk and the evolving requirements of the rating agencies and their importance to the overall risk management in a corporate setting are discussed. Methods for identifying risk tolerances, creating and quantifying risk profiles and designing effective strategies for managing risk in the corporate setting are explore.

MBA 859 Personal Risk Management and Property/Casualty Insurance

3 semester hours.

Risk management overview from a holistic personal perspective. Application of risk retention and risk transfer through various personal insurance products including auto, home, umbrella, watercraft and recreational vehicle insurance policies. Profitability and pricing of a portfolio of personal insurance products.

MBA 863 Surplus Lines Insurance Operations

3 semester hours.

The examination of the fundamentals of surplus lines insurance operations, insurance regulation, surplus lines insurance marketing, new product and program development, underwriting, ratemaking, claims functions, reinsurance, financial analysis of insurers and intermediaries, and insurance cycles and the surplus lines market.

MBA 882 Variable Topics

3 semester hours.

The examination of selected areas of concern or interest not intensively covered in other courses. The focus will be substantive as well as analytical. Topics may include such areas as further investigation into reinsurance, claims, commercial underwriting, surplus lines insurance, employee benefits, estate planning, ethics, financial analysis and management of insurance companies, risk management alternatives - financing or control, international risk management, or any other topics where there is student interest in or business community need. May be repeated for credit with a different topic.

**Olivet College
320 South Main Street
Olivet, MI 49076**

APPENDIX TWO: Summer Immersion Program Experience at Olivet College

The Program: An opportunity for MBA students from India along with domestic students to participate in fully-integrated workshops in insurance and enterprise risk management disciplines, visit economic industry zones in the US, and gain cultural experiences in the United States.

Overview: The program will include workshops conducted by professors at Olivet College and industry leaders over a 14 day period. Housing will take place on the Olivet College campus as the home base with travel between Detroit, Michigan, and Chicago, Illinois.

Topics may include –

- Risk Management, What every leader must know
 - Preparation for the uncontrollable
 - Global reliance and connections
 - Learning from others; “after action” assessments
 - Investment versus expense of risk minimization
- InsureTech program, projects, successes, and failures
- Information Technology priorities and process
- Enterprise Risk Management “client side” priorities
- Cyber Security and Risk
- Analytics in action – Actuarial and data driven trends
- Innovation leadership. Autonomous environment risk management

Sample Field Visits -

- Amerisure Insurance Company
- Deloitte
- Ford Motor Company
- InsureTech Sponsors
- Networking events
- Michigan state government agencies and officials