

**An agreement between the Midwestern Higher Education Commission (MHEC) and  
the Southern Regional Education Board (SREB) for Southern Institutions' Participation  
in the MHEC Cyber Insurance Program**

**Recitals**

1. MHEC has developed a cyber insurance program for the benefit and use by the public and not-for-profit institutions of higher education located in the MHEC member states;
2. MHEC has entered into a contract with Marsh USA Inc. ("Marsh") to serve as the Program Administrator for the MHEC Cyber Insurance program;
3. MHEC conducted a competitive bid process prior to entering into its agreement with Marsh to serve as the Program Administrator for the cyber insurance program.
4. As part of the program, Marsh will assist institutions in securing coverage with various cyber insurance carriers to provide cyber insurance for the benefit and use of the institutions of higher education participating in the MHEC Cyber Insurance program;
5. SREB desires to have the MHEC Cyber Insurance program be made available for use by the public and not-for-profit institutions of higher education located in the SREB member states.

**Terms**

1. The MHEC Cyber Insurance program shall be made available for use by the public and not-for-profit higher education institutions located in the SREB member states.
2. From time-to-time, as determined by MHEC, MHEC may add and/or change the Program Administrator. Any such change shall be preceded by competitive bid process.
3. Term. This Agreement shall become effective on the date both parties have executed it and shall remain in effect indefinitely. Either party may terminate the Agreement, with or without cause, by providing the other party 30 days written notice. All SREB institutions participating in the MHEC Cyber Insurance program at the time of termination of this Agreement shall continue to be allowed to participate in the MHEC Cyber Insurance program until their then current coverage under the program expires.
4. SREB will inform institutional leaders throughout its region about the Cyber Liability program and invite institutional participation. Institutions that want more information shall be referred to MHEC or the Program Administrator.
5. SREB shall receive 1.25% (one and a quarter percent) of the revenue (net of return commissions) generated by Marsh's Cyber Liability Services for the SREB region (including on revenue earned in any additional consulting work that might be generated with a participating institution) and shall be payable annually.

6. Upon receipt of the Administrative Fee MHEC shall distribute to SREB the SREB portion of the Administrative Fee.
7. MHEC may establish a Cyber Insurance Program committee in the future. If so, a representative number of MHEC Cyber Insurance Program participating institutions from the SREB region will be invited to participate in the Cyber Insurance Program committee as approved by the MHEC President. SREB will determine, administer, and fund travel cost and expense reimbursement policies and procedures for institutional representatives from the SREB region.
8. SREB acknowledges and agrees that MHEC has not made any legally binding representations regarding any cyber insurance coverage providers or the Program Administrator for the MHEC Cyber Insurance program; and that MHEC does not guarantee or warrant the products or services of any cyber insurance coverage provider and/or Program Administrator. Further SREB acknowledges and agrees that MHEC is not responsible for the actions or omissions of any cyber insurance coverage provider, Program Administrator, and/or institution participating in the MHEC Cyber Insurance program.

Signed

David S. Spence

Signature

Larry A. Isaacs

Signature

President, SREB  
Name and Title

Larry A. Isaacs, President  
Name and Title

May 23, 2018  
Date

5/23/18  
Date

**An Agreement between the Midwestern Higher Education Commission (MHEC)  
and the Southern Regional Education Board (SREB) to Provide for Voluntary  
Participation in the MHEC Master Property Program for Institutions of Higher  
Education in SREB Member States**

**Whereas:**

1. MHEC has developed a property insurance program for the benefit and use by the public and not-for-profit institutions of higher education located in the MHEC member states;
2. MHEC has entered into a contract with Marsh USA Inc. ("Marsh") to serve as the Program Administrator for the property insurance program;
3. MHEC conducted a competitive bid process prior to entering into its agreement with Marsh to serve as the Program Administrator for the property insurance program.
4. As part of the program, MHEC has bound coverage with various property insurance carriers to provide property insurance for the benefit and use of the institutions of higher education participating in the MHEC property insurance program;
5. SREB desires to have the MHEC property insurance program be made available for use by the public and not-for-profit institutions of higher education located in the SREB member states.

**It is Agreed that:**

**A. Program Participation and Marketing**

1. Subject to underwriting guidelines and the MHEC property insurance program Leadership Committee prospect procedures protocol and approval, the MHEC property insurance program shall be made available for use by the public and not-for-profit higher education institutions located in the SREB member states.
2. To receive a quote, an institution of higher education must be willing to provide a signed confidentiality statement and the following:
  - a. Statement of insurable values by building name
  - b. Library values
  - c. Fine art values
  - d. Business interruption worksheets
  - e. 5-year loss history
  - f. Loss control reports (if available)
  - g. Other information as required from time to time

The first quote will be provided at no charge. If the institution declines, future quotes to that institution will be subject to a fee consistent with the MHEC property insurance program procedures protocol. Said fee will be credited should the institution join the program.

3. The property insurance program will be referred to as the MHEC property insurance program in collaboration with the Southern Regional Education Board.
4. MHEC will develop property insurance program marketing materials that will be distributed to institutions in the SREB region. The MHEC and SREB names and logos will be displayed on the brochure's front covers.
5. SREB will inform the State Higher Education Executive Officers and institutional leaders throughout its region about the SREB collaboration with the MHEC property insurance program and invite institutional participation. Institutions that want more information or to pursue a quote shall be referred to MHEC or the Program Administrator.
6. Members of the MHEC property insurance program Leadership Committee will inform their colleagues at institutions in the SREB region about the SREB/MHEC collaboration and pursue opportunities to promote the program during regional and national meetings of risk management professionals and institutional business officers.
7. Representatives of MHEC, the property insurance program Leadership Committee, and/or Program Administrator may be asked to attend meetings organized by SREB to inform representatives of institutions in the SREB region about the property insurance program. If members of the property insurance program Leadership Committee participate in these meetings, SREB will cover their travel costs.

#### **B. Term**

1. This Agreement shall become effective on the date both parties have executed it and shall remain in effect indefinitely. Either party may terminate the Agreement, with or without cause, by providing the other party 30 days written notice. All SREB institutions participating in the MHEC property insurance program at the time of termination of this Agreement shall continue to be allowed to participate in the MHEC property insurance program until their then current coverage under the program expires.

#### **C. Revenue Sharing**

1. An administrative fee of 1.375 percent of premium ("Administrative Fee") will be assessed by MHEC on the institutions in the SREB region participating in the MHEC property insurance program.
2. Revenues from the Administrative Fee (1.375 percent) will be split evenly between MHEC (.6875 percent) and SREB (.6875 percent). SREB intends such minimal fees to be used to offset administrative costs involved with providing this service to its member states.

3. Per MHEC's agreement with Marsh, when an SREB institution joins the MHEC property insurance program mid policy year, SREB will receive a 2.0 percent Administrative Fee.
4. MHEC shall distribute the SREB portion of the Administrative Fee to SREB on a quarterly basis with appropriate documentation.
5. At a minimum, the Program Administrator will provide SREB on a yearly basis a roster of institutions from SREB member states participating in the MHEC property insurance program.

#### **D. Program Oversight**

1. Institutions from the SREB region that participate in the MHEC property insurance program will be invited to join the various program committees.
2. Consistent with the MHEC property insurance program procedures manual, institutional or system representation on the program's Leadership Committee will grow in sync with the membership, as follows:
  - Institutional or system members/Committee representatives: 3 institutional or system members/1 committee representative; 8/2; 13/3; 18/4; 23/5; etc.
  - As appropriate, an SREB staff member will be invited to participate in committee onsite and teleconference meetings.
3. SREB or the institutions from the SREB region will be responsible for their own meeting and workshop travel and onsite costs; SREB will determine and administer travel and onsite cost policies and procedures for the institutional representatives from the SREB region.
4. Program participants from the SREB region will be invited to attend the MHEC loss control workshops.
5. An SREB staff member will be invited to participate in the annual higher education summit organized by Marsh, the loss control workshops, and other relevant meetings.
6. From time-to-time, as determined by MHEC and the MHEC property insurance program Leadership Committee, MHEC may add and/or change the Program Administrator. Any such change shall be preceded by competitive bid process.
7. SREB acknowledges and agrees that MHEC has not made any legally binding representations regarding any property insurance coverage providers or the Program Administrator for the MHEC property insurance program; and that MHEC does not guarantee or warrant the products or services of any property insurance coverage provider and/or Program Administrator. Further SREB acknowledges and agrees that MHEC is not responsible for the actions or omissions of any property insurance coverage provider, Program Administrator, and/or institution participating in the MHEC property insurance program.

Signed

David S. Spence  
Signature

Larry A. Isaak  
Signature

David S. Spence Pres  
Name and Title

Larry A. Isaak President, MITRC  
Name and Title

9-12-13  
Date

9-12-13  
Date

**An Agreement between the Midwestern Higher Education Commission (MHEC)  
and the Southern Regional Education Board (SREB) to Provide for Eligibility of  
Institutions of Higher Education in SREB Member States to Purchase from MHEC  
Technology Contracts**

**Whereas:**

1. MHEC has entered into various technology contracts ("MHEC Contracts") for the benefit of and use by the public and not-for-profit institutions of higher education located in MHEC member states;
2. In some instances, K-12, state and local governments, and not-for-profit entities having an affiliated interest in education located in MHEC member states may also use the MHEC Contracts;
3. Except for MHEC's contracts with Novell and Oracle, MHEC conducted competitive bid processes prior to entering into the MHEC Contracts. The MHEC Contracts with Novell and Oracle were not competitively bid as the products and services provided under those contracts are considered sole source;
4. SREB desires to have the MHEC Contracts made available for use by the public and not-for-profit institutions of higher education located in the SREB member states; and where applicable, SREB member K-12, state and local governments, and not-for-profit entities having an affiliated interest in education.
5. Prior to making any MHEC Contracts available to entities in the SREB region, MHEC will need to obtain approval from the MHEC Contract vendors for extension of the MHEC Contracts into the SREB region.

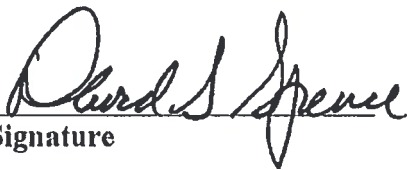
**Terms**

1. Upon MHEC obtaining approval from the respective MHEC Contract vendors, the MHEC Contracts made available for use by SREB member public and not-for-profit higher education institutions, and where applicable, SREB member K-12, state and local governments and not-for-profit entities affiliated with education, are set forth in Exhibit A attached hereto.
2. Exhibit A may be amended from time to time by mutual agreement of the parties.
3. Individual MHEC Contracts as set forth in Exhibit A will be automatically deleted from Exhibit A upon the termination of said individual MHEC Contract.
4. The MHEC Contracts will be referred to as the MHEC Technology Contracts in collaboration with the Southern Regional Education Board.
5. Term. This Agreement shall become effective on the date both parties have executed it and shall remain in effect indefinitely. Either party may terminate the Agreement, with or without cause, by providing the other party 30 days written notice. In the event this Agreement is terminated, each MHEC Contract set forth in Exhibit A at the time of termination shall remain available for use by SREB entities until said MHEC Contract expires or is terminated.
6. An administrative fee will be assessed by the non-MHEC signatory to each of the MHEC Contracts (the "Vendor") on all entities in the SREB region purchasing

from the MHEC Contracts ("Administrative Fee"). The Administrative Fee for each MHEC Contract is detailed in that MHEC Contract and is available on the MHEC technology website ([www.mhectechnology.org](http://www.mhectechnology.org)).

7. The Administrative Fee assessed on entities in the SREB region will be split evenly between MHEC and SREB.
8. MHEC shall distribute the SREB portion of the Administrative Fee to SREB on a quarterly basis with appropriate documentation.
9. SREB shall inform entities in the SREB member states about the MHEC Contracts when asked.
10. SREB acknowledges and agrees that MHEC has not made any legally binding representations regarding any MHEC Contract Vendors and that MHEC does not guarantee or warrant the products or services of any MHEC Contract Vendor. Further, SREB acknowledges and agrees that MHEC is not responsible for the actions or omissions of any MHEC Contract Vendor.

Signed

  
Signature

  
Signature

David Spence, Pres  
Name and Title

Larry A. Isaak, President, MHEC  
Name and Title

9-12-13  
Date

9-12-13  
Date



**An Agreement Between the Midwestern Higher Education Commission (MHEC) and the  
Southern Regional Education Board (SREB) to Provide for Voluntary Participation In  
MHECare for Institutions of Higher Education in SREB Member States**

**Whereas:**

- 1) MHEC has developed a student health benefits program called MHECare;
- 2) MHEC has entered into a contract with Mercer Health & Benefits LLC (Mercer) to serve as the Program Administrator for MHECare;
- 3) MHEC has also entered into a contract as part of MHECare with United Healthcare Insurance Company (UHC) to provide student health insurance coverage for the benefit and use by the public and not-for-profit institutions of higher education located in the MHEC member states and their students;
- 4) MHEC conducted competitive bid processes prior to entering into the contracts with Mercer and UHC;
- 5) SREB desires to have MHECare be made available for use by the public and not-for-profit institutions of higher education and their students located in the SREB member states .

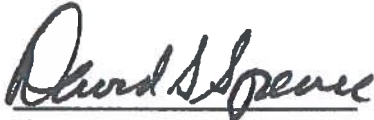
**It is Agreed that:**

- 1) MHECare, including the MHECare program administrative services and the MHECare student health insurance coverage, shall be made available for use by SREB member states public and not-for-profit higher education institutions and their students.
- 2) From time-to-time, as determined by MHEC and its Student Health Benefits Committee, MHEC may add and/or change the MHECare student health insurance coverage providers and/or the MHECare Program Administrator. Any such additions or changes shall be preceded by competitive bid processes with timely notification made to all SREB participants.
- 3) This Agreement shall become effective on the date both parties have executed it and shall remain in effect indefinitely. Either party may terminate the agreement, with or without cause, by providing the other party 30 days written notice. All SREB institutions participating in MHECare at time of termination of this Agreement shall continue to be allowed to participate in MHECare until their then current agreement with the MHECare student health insurance coverage provider expires.
- 4) An Administrative Fee will be assessed by MHEC on the premiums paid by each student (including the premium for any dependents of the student) located in a SREB member state participating in MHECare at a rate of 0.5 percent of the total premium for shelf products. Individually underwritten accounts will be negotiated at the time a quote is issued.
- 5) The Administrative Fee assessed on premiums paid by students (including dependents of the student) located in a SREB member state will be split evenly between MHEC and SREB. SREB intends such minimal fees to be used to offset administrative costs involved with providing this service to its member states.
- 6) MHEC shall distribute the SREB portion of the Administrative Fee to SREB on a quarterly basis with appropriate documentation.
- 7) A representative number of MHECare participating institutions from the SREB region will be invited to participate in MHECare committees as approved by the MHEC President.

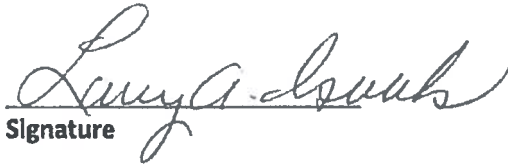
SREB will determine, administer, and fund travel cost and expense reimbursement policies and procedures for institutional representatives from the SREB region.

- 8) SREB acknowledges and agrees that MHEC has not made any legally binding representations regarding any MHECare student health insurance coverage providers or MHECare Program Administrators and that MHEC does not guarantee or warrant the products or services of any MHECare student health insurance coverage provider and/or MHECare Program Administrator. Further, SREB acknowledges and agrees that MHEC is not responsible for the actions or omissions of any MHECare student health insurance coverage provider, MHECare Program Administrator, institution participating in MHECare and/or any Insured.

Signed



Signature



Signature

DAVID SPENCE, Pres.

Name and Title

Larry A. Isaak  
President

Name and Title

8/2/13

Date

8/5/13

Date