

**An agreement between the Midwestern Higher Education Commission (MHEC) and  
the New England Board of Higher Education (NEBHE) for New England 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. NEBHE 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 NEBHE 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 NEBHE 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 NEBHE 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. NEBHE 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. NEBHE 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 NEBHE 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 NEBHE the NEBHE 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 NEBHE region will be invited to participate in the Cyber Insurance Program committee as approved by the MHEC President. NEBHE will determine, administer, and fund travel cost and expense reimbursement policies and procedures for institutional representatives from the NEBHE region.
8. NEBHE 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 NEBHE 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

  
Signature

MICHAEL K. THOMAS,  
Name and Title PRES. & CEO

6/7/18  
Date

  
Signature

Larry A. Isaak, President  
Name and Title

6-13-18  
Date

**An Agreement between the Midwestern Higher Education Commission (MHEC) and the New England Board of Higher Education (NEBHE) to Make Available to the Eligible Entities in NEBHE Member States the Ability 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 MHEC Contracts.
3. MHEC conducted competitive bid processes prior to entering into the MHEC Contracts.
4. NEBHE desires to have the MHEC Contracts made available for use by the public and not-for-profit institutions of higher education located in NEBHE member states; and where applicable, NEBHE 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 NEBHE region, MHEC will need to obtain approval from MHEC Contract Vendors for extension of the MHEC Contracts into the NEBHE member states.

**Terms**

1. Upon MHEC obtaining approval from the respective MHEC Contract vendors, the MHEC Contracts made available for use by NEBHE member public and not-for-profit higher education institutions, and where applicable, NEBHE member K-12, state and local government 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 MHEC pursuant to Paragraph 3 below.
3. Individual MHEC Contracts as set forth in Exhibit A will be automatically deleted from Exhibit A upon termination of said individual MHEC Contract and will no longer be available for use by NEBHE member state entities. New MHEC Contracts may be added to Exhibit A upon MHEC entering into new technology contracts and MHEC obtaining approval from MHEC Contract Vendors for extension of the MHEC Contracts into the NEBHE member states.
4. The MHEC Contracts will be referred to as the MHEC Technology Contracts in collaboration with the New England Board of Higher Education.
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 advance 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 NEBHE entities as if this Agreement were still in effect 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 "MHEC Contract Vendor") on all entities in the NEBHE 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 Website ([www.mhec.org](http://www.mhec.org)).

7. The Administrative Fee assessed on entities in the NEBHE region will be split evenly between MHEC and NEBHE.
8. MHEC shall distribute the NEBHE portion of the Administrative Fee to NEBHE annually, along with appropriate documentation, upon receipt of the Administrative Fee from the MHEC Contract Vendor; it being understood and agreed that MHEC shall not be responsible for any uncollected Administrative Fee.
9. NEBHE shall inform entities in the NEBHE member states about the MHEC Contracts when asked.
10. NEBHE 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, NEBHE acknowledges and agrees that MHEC is not responsible or liable for the actions or omissions of any MHEC Contract Vendor.

Signed



Signature



Signature

Michael K. Thomas

President & CEO

Name and Title

Name and Title

President

December 21, 2017

Date

12/21/17

Date

**Exhibit A**

**to**

**An Agreement between the Midwestern Higher Education Commission (MHEC) and the New England Board of Higher Education (NEBHE) to Make Available to the Eligible Entities in NEBHE member States the Ability to Purchase From MHEC Technology Contracts.**

The MHEC Contracts made available for use by NEBHE member public and not-for-profit higher education institutions, and where applicable, NEBHE member K-12, state and local government and not-for-profit entities affiliated with education are as set forth in the table found at <http://www.mhectechnology.org/sites/mhectechnology.org/files/MTcontracts.pdf>

The above referenced table may be amended by MHEC pursuant to the terms and conditions of the Agreement.

**An Agreement Between the Midwestern Higher Education Commission (MHEC) and the New England Board of Higher Education (NEBHE) for Eastern Institutions' Participation in MHECare**

**Recitals**


- 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) As part of MHECare, MHEC has entered into a contract 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) NEBHE desires to have MHECare be made available for use by the public and not-for-profit institutions of higher education located in the NEBHE member states and their students.

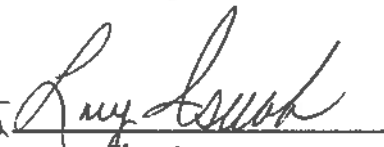
**Terms**

- 1) MHECare, including the MHECare program administrative services and the MHECare student health insurance coverage, shall be made available for use by NEBHE member public and not-for-profit higher education institutions.
- 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.
- 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 NEBHE 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 NEBHE member state participating in MHECare at a rate of 0.5 percent of the total premium.
- 5) The Administrative Fee assessed on premiums paid by students (including dependents of the student) located in a NEBHE member state will be split evenly between MHEC and NEBHE.
- 6) The Administrative Fee will be collected by the MHECare Program Administrator and paid to MHEC. Upon receipt of the Administrative Fee from the MHECare Program Administrator, MHEC shall distribute to NEBHE the NEBHE portion of the Administrative Fee.
- 7) A representative number of MHECare participating institutions from the NEBHE region will be invited to participate in MHECare committees as approved by the MHEC President. NEBHE will determine, administer, and fund travel cost and expense reimbursement policies and procedures for institutional representatives from the NEBHE region.

- 8) NEBHE 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 neither MHEC nor NEBHE guarantees or warrants the products or services of any MHECare student health insurance coverage provider and/or MHECare Program Administrator. Further, NEBHE acknowledges and agrees that neither MHEC nor NEBHE is 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

Michael K. Thomas, President & CEO  
Name and Title

Lamy A. Baak, President  
Name and Title

May 17, 2012  
Date

5/21/2012  
Date

**An Agreement between the Midwestern Higher Education Compact (MHEC) and  
the New England Board of Higher Education (NEBHE) for New England  
Institutions' Participation in the Master Property Program**

**Program Identification**

The program will be referred to as the MHEC Master Property Program (MPP) in collaboration with the New England Board of Higher Education (NEBHE).

**Revenue Sharing**

1. An administration fee of 1.25 percent of premium will be assessed by MHEC on the MPP participating institutions in the NEBHE region.
2. Revenues from said administration fee will be split evenly between MHEC and NEBHE.
3. A roster of participating institutions in the NEBHE region will be provided to NEBHE on a quarterly basis.

**Program Marketing**

1. NEBHE will inform the State Higher Education Executive Officers and institutional leaders throughout its region about the NEBHE collaboration with the MHEC Master Property Program and invite institutional participation, consistent with the MPP Leadership Committee prospect procedures protocol. Institutions that want more information or to pursue a quote from Marsh will be referred to Rob Trembath at MHEC or to some other MHEC employee as identified by MHEC.

To receive a quote, the institutions 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)

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 MPP prospect procedures protocol. Said fee will be waived should the institution join the program.

2. MHEC will develop Master Property Program marketing brochures that will be distributed to institutions in the NEBHE region. The MHEC and NEBHE names and logos will be prominently displayed on the brochures' front covers. NEBHE will cover the costs of the brochures for New England institutions.



3. Members of MPP Leadership Committee will inform their colleagues at institutions in the NEBHE region about the NEBHE/MHEC collaboration and pursue opportunities to promote the program during regional and national meetings of risk management professionals and institutional business officers.
4. Representatives of MHEC, the MPP Leadership Committee, and/or Marsh may be asked to attend meetings organized by NEBHE to inform representatives of institutions in the NEBHE region about the MPP. If members of the MPP Leadership Committee participate in these meetings, NEBHE will cover their travel costs.

### Program Oversight

1. Institutions from the NEBHE region that participate in the Master Property Program will be invited to join the MPP committees.
2. Consistent with the Master Property Program Procedures Manual, institutional or system representation on the 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, a NEBHE staff member will be invited to participate in the committees' on-site and teleconference meetings.

3. NEBHE or the institutions from the NEBHE region will be responsible for their own meeting and workshop travel and onsite costs; NEBHE will determine and administer the travel and onsite cost policies and procedures for the institutional representatives from the NEBHE region.
4. Participants from the NEBHE region will be invited to attend the MHEC loss control workshops.
5. A NEBHE staff member will be invited to participate in the annual higher education summit organized by Marsh, the loss control workshops, and other relevant meetings.

Signed:



Signature

Michael K. Thomas, President  
Name and Title NEW ENGLAND BR. of  
HIGHER EDUC.

06/09/09  
Date



Signature

President, LARRY A. ISAAC  
Name and Title

6/15/09  
Date