

Master of Science Program Agreement
Between
The Regents of The University of Michigan
On behalf of
The University of Michigan-Dearborn College of Business
And
Thiagarajar School Of Management (TSM)

This Master of Science Program Agreement ("Agreement") is made between the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Dearborn College of Business ("UM-D"), located in Dearborn, Michigan, United States of America, and Thiagarajar School of Management ("TSM"), located in Madurai, Tamil Nadu, India, to set forth the parties' respective administrative responsibilities in connection with the collaborative education initiative described and established herein. The following terms and conditions of this Agreement shall be observed.

1. Master of Science Program

- A. UM-D has developed courses and materials for Master of Science ("MS") degree programs in Business Analytics, Finance, Information Systems, and Supply Chain Management. Each degree program consists of thirty (30) credit hours of approved graduate coursework as prescribed in their respective curricula. Some programs may also have prerequisites that need to be satisfied.
- B. UM-D will accept applications from a cohort of TSM students into the MS degree programs. Students must have satisfactorily completed an undergraduate degree program and at least four (4) years of postsecondary education, and will follow UM-D's normal admissions procedures to these programs. UM-D reserves the right to require TSM student candidates to complete standard admission forms/applications and provide any other necessary documents. UM-D shall provide assistance with enrollment and information on courses of study. This Agreement does not guarantee TSM students acceptance into UM-D; TSM students will be considered for admission on an equal basis with all other applicants provided that they meet the prerequisites and requirements for admission to UM-D. UM-D reserves the right of final approval on the admission of a TSM student.
- C. TSM students are not required to submit TOEFL scores for admission to MS programs at UM-D.
- D. TSM students will be required by UM-D to take either the Graduate Management Admission Test ("GMAT") or the Graduate Records Examination Test ("GRE") and earn a total GMAT score of at least 550 (or equivalent GRE score). However, applicants who satisfy any of the following conditions are not required to submit GMAT or GRE scores:
 - (1) Earned an undergraduate degree from TSM within the previous five (5) years with a 3.0 cumulative or post-60 GPA on a 4-point, US-equivalent scale, or 7.5 on TSM's 10-point scale.
 - (2) Completed at least twenty-four (24) graduate hours at TSM within the previous five (5) years with a 3.0 graduate GPA on a 4-point, US-equivalent scale, or 7.5 on TSM's 10-point scale.
 - (3) Met one (1) of the other GMAT/GRE waiver conditions currently recognized in COB (see "Requirements" at <http://umdearborn.edu/cob/graduate-programs/admission>).

Notwithstanding any of the above conditions, UM-D reserves the right to require the GMAT or GRE of any graduate applicant. UM-D will consider all GMAT and GRE scores submitted to UM-D, even if the TSM student qualifies for a waiver.

- E. UM-D will admit a yearly cohort of a minimum of fifteen (15) TSM students (total over all degree programs). UM-D and TSM will establish the maximum size of the cohort on a case-by-case basis.
- F. For TSM students admitted enrolled in UM-D under this Agreement, the following special conditions apply:
- (1) The degree programs will run each year for twelve (12) consecutive months commencing in September and consisting of the following terms: a Fall term from September through December; a Winter term from January through April; a Summer term ("Summer A") in May and June, and a second Summer term ("Summer B") in July and August. It is expected that TSM students will complete their MS degree by August (i.e., within twelve [12] months of initial enrolment). Under special conditions, initial enrolment in July (i.e., "Summer B" term of the preceding year) may be allowed.
 - (2) Completed applications (including official transcripts and all official test scores) must be submitted to and received by UM-D by March 31 each year to facilitate the cohort starting their MS program that year.
 - (3) TSM students will be required by UM-D to be physically present on campus at UM-D during the Fall and Winter terms, and be enrolled in at least nine (9) credit hours of approved graduate coursework during each term, i.e., a total of a minimum of eighteen (18) credit hours over the two (2) terms. The maximum allowed credit hours in either term is twelve (12).
 - (4) Any remaining credit hours needed for the UM-D MS degree can be completed during either or both of the Summer terms via approved graduate course work either physically at UM-D's campus, or via distance education, or via a hybrid model.
 - (5) In selected cases, UM-D will review and consider credit transfers for appropriate graduate level courses not taken at UM-D. UM-D's normal credit transfer policies will apply. A minimum grade of "B," or 3.0 on a 4-point, US-equivalent scale, or 7.5 on TSM's 10-point scale, is required for each transferred course.
 - (6) All TSM student tuition and fees for studies at UM-D will be established and collected by UM-D. TSM shall have no claim to these monies, and waives all rights to commission of TSM student fees paid to UM-D.
 - (7) For each TSM student admitted to a UM-D MS program under this Agreement, UM-D will provide a scholarship equal to eighty percent (80%) of the difference between the resident (in-state) and non-resident (out-of-state) tuition and fees.
 - (a) TSM students will be required by UM-D to maintain a minimum GPA of 3.0 (on a 4.0 scale; calculated based only on courses taken at UM-D) while enrolled at UM-D to retain their eligibility for the scholarship.
 - (b) The scholarship will be valid for the duration of the TSM student's UM-D MS degree program as specified in Section F(1) of this Agreement. The scholarship may be renewed by UM-D, in its sole discretion, for an additional Fall term if

needed by the TSM student to complete the UM-D MS degree for which he/she is enrolled.

- (8) All other costs/expenses (e.g., travel, housing, meals, health insurance, transportation, etc.) are the responsibility of each TSM student. Neither TSM nor UM-D will be responsible for such costs/expenses.
- (9) TSM students can sign up for University of Michigan-Dearborn on-campus housing and student meal plans, subject to availability.

2. Visa/Immigration Requirements

TSM students are responsible for complying with all visa/immigration requirements, laws, and regulations of the United States of America, including obtaining and maintaining the appropriate visa and/or permits needed for participation in their UM-D MS program during the entire term of their program. TSM students will be issued the necessary immigration documents by UM-D to obtain the appropriate visa. UM-D shall bear no responsibility for those TSM students who fail to obtain and maintain any visas and/or permits or who fail to comply with the visa/immigration requirements, laws, and regulations of the United States of America for any reason whatsoever. Each TSM student must keep UM-D informed of any changes in his/her immigration status. TSM students are responsible to pay any fees or amounts required to maintain valid legal status in the United States of America, including, but not limited to, required visa application, permit, and/or associated immigration fees.

3. Medical Costs

UM-D will assume no obligations for payment of medical insurance and medical or dental treatment costs of TSM students. TSM students will be required to carry adequate international health insurance and provide proof to UM-D that their insurance will cover the costs of health care during the period of their UM-D MS program. If necessary, UM-D will assist in obtaining appropriate insurance, but such assistance does not include financial assistance. TSM students who enter the United States of America on immigration documents issued by UM-D will be required to have insurance that meets the specific standards described at <https://internationalcenter.umich.edu/resources/healthins/waiver#standards> or to purchase the University of Michigan's health insurance plan for international students and scholars.

4. Rules and Regulations

Each TSM student will be required to comply with the laws of the United States of America as well as the rules and regulations of UM-D and TSM. Any breach of UM-D rules and regulations will be dealt with in accordance with the established policies and procedures of UM-D in consultation with TSM.

5. Withdrawal

UM-D shall have the right to require a participating TSM student to withdraw from their UM-D MS program and UM-D at any time if the TSM student's work or behavior has not met the requirements of UM-D. This right will not be exercised without UM-D's prior consultation with TSM. For suspension and reinstatement of study, TSM students must follow the applicable regulations of both parties.

6. Education Records

The parties acknowledge and agree that UM-D is subject to—and many student records and other personally identifiable information regarding students ("Education Records") are protected by—the U.S. Family Educational Rights and Privacy Act (FERPA) and its implementing regulations. The parties further acknowledge and agree that UM-D will comply with all applicable statutes, rules, and regulations

respecting the maintenance of and release of information from such Education Records. TSM agrees it will not release information contained in these Education Records and reports, but shall instead refer all requests for information respecting such Education Records to UM-D.

7. Intellectual Property

The parties agree that TSM students participating in a MS program at UM-D shall be responsible for complying with intellectual property, privacy, and export laws and regulations of the United States of America and the State of Michigan.

8. Non-Discrimination

Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of gender, age, race, ethnicity, national origin, or religion. Both parties shall abide by these principles in the administration of this Agreement and any Collaborative Education Program under this Agreement, and neither party shall impose criteria for TSM student participation in any of the MS programs that would violate the principles of non-discrimination. In addition, UM-D accepts students without regard for sexual orientation (including gender identity and gender expression) in accordance with the policies of the Regents of the University of Michigan.

9. Insurance; Indemnification

- A. Each party will maintain, at its own cost and expense, appropriate and/or legally-required levels of professional liability insurance or self-insurance, commercial general liability insurance or self-insurance, and worker's compensation insurance to cover its operations, facilities, employees, and students (including TSM students, as applicable) under this Agreement. Evidence of such insurance will be provided by each party to the other party upon request.
- B. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this Agreement.
- C. TSM shall defend, indemnify and hold harmless UM-D, its board members, officers, employees, agents, and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of TSM's acts or omissions under this Agreement.

10. Financial Obligations; Limitation of Resources Committed

Neither party shall assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either party to provide resources necessary to carry out any part of the Agreement except as approved by the party responsible for providing those resources.

11. Relationship of Parties

This Agreement shall not be construed to create any agency, partnership, joint venture, or employment relationship between the parties. In the performance of their respective duties and obligations under this Agreement, each party is acting as an independent contractor and each is responsible only for its own conduct.

12. Use of Names, Marks, Logos

Neither party will use the other party's names, marks, or logos in any advertising, promotional or sales literature/material, press release, publication, public announcement, or through any other media,

written, oral, or otherwise, without first obtaining the express written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.

13. Assignment/Transfer

This Agreement shall not be assigned or transferred by either party without the written approval of the other party.

14. Non-Exclusive Agreement

This Agreement should not be construed as an exclusive contract and the parties, at their option, may enter into similar agreements with other institutions.

15. Term and Termination

- A. This Agreement commences as of the date the last signature by the parties and will be in effect for a period of five (5) years.
- B. This Agreement may be terminated by either party by providing the other party with at least six (6) months' prior written notice.
- C. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable efforts to let current TSM students complete their MS already in progress at UM-D pursuant to this Agreement.

16. Governing Law, Construction; Dispute Resolution

- A. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law.
- B. The parties will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

17. Notices

Any notices required to be given under this Exchange Agreement shall be directed and sent to:

UM-D: Attn: Dr. Michael Kamen
Address: Director of Graduate Programs
College of Business
University of Michigan-Dearborn
Telephone: +1 (313) 593-6469
Email: mkamen@umich.edu

TSM: Attn: Dr. Nachiketas Nandakumar
Address: Coordinator, International Programs
Thiagarajar School of Management
Telephone: +91 7397141086
Email: nachiketas@tsm.ac.in

18. Force Majeure

Neither TSM nor UM-D shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for UM-D. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

19. Entire Agreement; Amendment

This Agreement represents the whole, full, and complete agreement by and between the parties regarding the subject matter and supersedes all other agreements between the parties regarding the subject matter. No amendments, changes, additions, deletions, or modifications to or of this Agreement, including this provision, shall be valid unless reduced to writing and signed by authorized representative of the parties.

**THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**



Domenico Grasso
Chancellor
The University of Michigan-Dearborn
July 26, 2021

Date

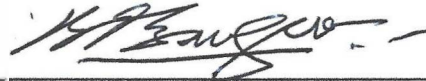
Acknowledged by:
**THE UNIVERSITY OF MICHIGAN-DEARBORN
COLLEGE OF BUSINESS**



N. Raju Balakrishnan
Dean

Date July 23, 2021

THIAGARAJAR SCHOOL OF MANAGEMENT (TSM)



B. T. Bangera
Chairman, Board of Governors
Thiagarajar School of Management

Date 23 July 2021

Acknowledged by:
THIAGARAJAR SCHOOL OF MANAGEMENT



Dr. Murali Sambasivan
Professor and Director, TSM

Date 23 JULY 2021