

Letter of Intent

Indiana University Purdue University Fort Wayne is an independently accredited institution that confers degrees for Indiana University and Purdue University. It is governed pursuant to a management agreement (Appendix A) that was extended through June 2021 (Appendix B) through an amendment signed by the Board of Trustees of Purdue University and the Board of Trustees of Indiana University. Purdue University is designated by the agreement as the responsible corporation for managing and operating IPFW for the benefit of both Indiana University and Purdue University.

For the last several years, the state legislature, Purdue University, Indiana University, and IPFW have engaged in a discussion of how the Fort Wayne campus might best meet the needs of IPFW students, the greater Fort Wayne community, and the state. The discussion led to the creation of a Legislative Services Agency (LSA) charged with exploring how to best position IPFW to serve those needs. After a comprehensive study and conversations with stakeholders, the LSA recommended a realignment of academic programs offered at Fort Wayne to more effectively leverage the strengths of each institution to serve IPFW's metropolitan mission. These discussions resulted in a proposed agreement to establish a realigned governance structure for IPFW. This letter and the supporting documents serve as formal notification to The Higher Learning Commission of the intent of Indiana University Purdue University Fort Wayne, The Indiana University, and Purdue University to implement a new management agreement that draws on the strengths of the three universities to better serve students, the greater Fort Wayne community, and the state of Indiana.

The intent of the new agreement is to continue the current IPFW campus as an independently accredited and Purdue-managed campus under essentially the same terms as before, only without the health sciences programs and with all programs offering Purdue degrees effective July 1, 2018. Management and control of the Health Sciences programs (i.e. the Nursing Program, Dental Education Program, and Medical Imaging and Radiologic Sciences) will be transferred to Indiana University as part of the Indiana University Purdue University Indianapolis College of Medicine and a consortium agreement will be developed between the Fort Wayne campus and Indiana University to provide services to students and faculty members in the health sciences programs on the Fort Wayne campus. The July 1, 2018 effective date was established, in part, to allow time for HLC to review, provide feedback, and ultimately approve the new management agreement.

The following materials provide details of the proposed transaction. As requested by Karen Peterson Solinski on behalf of the Higher Learning Commission on December 12, 2016, this letter of intent is provided to formally inform HLC of the proposed changes. The Agreement and Plan of Realignment signed by the Purdue University Board of Trustees and the Indiana University Board of Trustees is presented as the prospectus and the narrative and timeline are included as requested to satisfy the request for materials in support of HLC's Initial Interaction Review. We fully understand and appreciate HLC's involvement in this process and look forward to working with the Commission to serve the students attending the Fort Wayne Campus, the greater Fort Wayne Community and the state of Indiana.

**AGREEMENT AND PLAN OF REALIGNMENT FOR
INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE**

THIS AGREEMENT AND PLAN OF REALIGNMENT FOR INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE (the “Agreement”) is dated as of the ___ day of December, 2016 and entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and with IU, collectively, the “Parties” and each individually, a “University”).

WITNESSETH:

WHEREAS, since 1964, IU and Purdue have operated Indiana University-Purdue University Fort Wayne (“IPFW”) as a joint campus and academic mission in Fort Wayne, Indiana;

WHEREAS, IU and Purdue are parties to a certain Amended and Restated Management and Academic Mission Agreement dated July 1, 2013, as amended by Amendment No. 1 dated as of July 1, 2014, as further amended by Amendment No. 2 dated as of July 1, 2016 (collectively, the “Management Agreement”) which, along with certain other ancillary agreements and memoranda, provide the terms and structure for the management and operation of IPFW and the assignment and delivery of its various academic mission areas; and

WHEREAS, the Indiana General Assembly directed the Legislative Services Agency (“LSA”) to evaluate the role and governance of IPFW and to identify and recommend alternative models for its role and governance; and

WHEREAS, on January 15, 2016, the LSA, in conjunction with a working group comprised of representatives from the community and each University, published its Report on Role and Governance of IPFW (the “LSA Report”), in which it was recommended that Purdue and IU continue their presence in Fort Wayne by replacing the present governance model set forth and established within the Management Agreement with a clear designation that Purdue be the governing entity of the IPFW campus making it a campus within the Purdue system; and

WHEREAS, the LSA Report further recommended the realignment of the academic mission areas assigned to each University within the Management Agreement in conjunction with the recognized community need for an increased focus on the health sciences and IU’s ability to build on the Indiana University Medical School co-located on the IPFW campus; and

WHEREAS, the LSA Report recommended transferring all of the IU mission areas except the health sciences to Purdue and recommended transferring nursing, radiography and dental education to IU; and

WHEREAS, the Trustees of each University have reviewed and considered the recommendations set forth in the LSA report and believe that such proposals, recommendations and realigned structure are in the best interests of each University and present a clear, specific path toward improving the delivery of teaching and research services in Northeast Indiana; and

WHEREAS, the Trustees of each University desire to replace and supersede the Management Agreement with this Agreement and Plan of Realignment for the purpose of incorporating and implementing the proposals, recommendations and realigned governance structure recommended in the LSA Report by entering into this Agreement which, subject to the satisfaction of the conditions set forth herein, and together with the ancillary agreements described herein, will supersede the Management Agreement and provide for an implementation of the realigned structure as of the Realignment Effective Date (as defined below); and

WHEREAS, the Trustees of each University are mindful of the importance of implementing the IPFW realignment, revised governance structure and terms of this Agreement in a manner that does not adversely affect the ongoing operations of IPFW or the educational experience of IPFW students and faculty.

NOW THEREFORE in consideration of the foregoing recitals and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties as follows:

ARTICLE I

REALIGNMENT TIMELINE

- A. **EFFECTIVE DATE OF AGREEMENT.** This Agreement and Plan of Realignment shall be effective immediately upon approval by the Trustees of Purdue University and the Trustees of Indiana University (the “Agreement Effective Date”).
- B. **EFFECTIVE DATE OF IMPLEMENTATION OF REALIGNMENT.**
1. Upon the terms and satisfaction of the conditions set forth in Article III of this Agreement, commencing July 1, 2018 (the “Realignment Effective Date”), the campus of IPFW in Allen County, Indiana (the “Fort Wayne Campus”) shall be managed, controlled and governed as provided by this Agreement and each ancillary agreement contemplated herein which shall set forth the specific structure and terms for the implementation of the realigned governance structure and proposals set forth in this Agreement.
 2. In order to provide for an orderly transition following the Realignment Effective Date and to promote their success in establishing, maintaining and delivering their respective designated academic mission areas under the realigned governance structure for the benefit of the region, and as a material consideration in entering into this Agreement, the Parties have agreed that, under one or more ancillary agreements more particularly described herein, Purdue will offer and deliver, and IU will procure and pay Purdue for, various services to IU for such term as may be provided in the applicable ancillary agreement, it being understood that the Parties have no present intention for IU to seek alternative means of acquiring such services except to the extent otherwise provided for herein or in such an ancillary agreement. Each ancillary agreement pertaining to such services will be for a term of three years, at the end of which it will automatically become evergreen with a two-year notice of termination provision, which notice may only be exercised during the notice window of June 1 – June 30 of each year.

C. MANAGEMENT AGREEMENT.

1. Until the Realignment Effective Date, the Management Agreement shall continue in full force and effect in accordance with its terms.
2. Upon the Realignment Effective Date, the Management Agreement shall automatically be terminated, superseded and replaced by the ancillary agreements described herein without any further action by the Parties.

ARTICLE II

TERMS AND STRUCTURE OF REALIGNMENT

A. ACADEMIC MISSIONS, PROGRAMS AND DEGREES.

1. Academic Missions; Generally.
 - (a) With respect to each University's designated academic missions defined in Sections A.2 and A.3 below, such University shall (i) have full control and responsibility for all academic aspects, including, but not limited to, the selection, admission and assignment of students, curriculum development and evaluation, accreditation, faculty appointments and program administration, (ii) award all credit and degrees (associate, baccalaureate and/or graduate) in the academic mission field, and (iii) approve the appointment of the dean or director of a school, college or division.
 - (b) Without the prior written consent of the other University, each University covenants and agrees not to offer, provide or develop any courses, degrees, academic, research or public service missions within the other University's academic missions, each as defined below.
2. Purdue University. Except for the Indiana Academic Missions defined in Section A.3 below, Purdue shall be designated and offer at the Fort Wayne Campus all academic, research and public service mission areas and degrees offered by IPFW as of June 30, 2017 (collectively, the "Purdue Academic Missions").
3. Indiana University. IU shall be designated and offer the following health science and medical education, academic, research and public service mission areas and degrees at the Fort Wayne Campus: (i) Nursing, (ii) Dental Education, (iii) Radiography, and (iv) such other health science programs as IU determines in the future are appropriate (collectively, the "Indiana Academic Missions"). The Indiana Academic Missions shall include the Doctor of Medicine degree at the IU Medical School and the social work program at the IU School of Social Work.
4. Service Courses Supporting Indiana Academic Mission Students. Purdue will offer and provide to Indiana Academic Mission students at the Fort Wayne Campus those general

education classes, courses and programs within a Purdue Academic Mission required by such students in order to fulfill their degree requirements (in addition to those required within their Indiana Academic Mission degree program). Consistent with Section I.B.2 above, the Parties have agreed to provide, subject to the terms of the applicable ancillary agreement, that Purdue will offer and deliver, and IU will procure and pay Purdue for, such general education classes, courses and programs for a period of time consistent with the term arrangements described in the last sentence of Section I.B.2 above. Notwithstanding anything in this Section A.4 or in paragraph (b) of Section A.1 above to the contrary, IU shall be authorized to (a) offer general education classes, courses and programs at the Fort Wayne Campus which are within a Purdue Academic Mission in the event such classes, courses and programs offered by Purdue do not meet established curriculum and requirements of the school, college or division of the applicable Indiana Academic Mission, and (b) update, change and modify such curriculum and requirements to accommodate accreditation modifications or other updates and improvements deemed necessary or essential by IU; provided, however, that in each case IU agrees to consult with Purdue prior to taking any such action in order to afford Purdue the opportunity to address the identified deficiency, update, change or modification. If, following the process set forth in this Section A.4, IU determines that Purdue is unable to address the identified deficiency, update, change or modification to IU's reasonable satisfaction and, as a result, is required to offer one or more general education classes, courses and programs at the Fort Wayne Campus which are within a Purdue Academic Mission, IU shall not be required to procure from or pay Purdue for any such class, course or program.

B. ADMINISTRATION OF CAMPUS SERVICES AND FACILITY OPERATIONS; SPECIFIC FACILITIES.

1. Management and Operations of Fort Wayne Campus.
 - (a) Except as otherwise provided in Section 2 below, Purdue shall be the University with the full power, authority and responsibility to manage and operate the Fort Wayne Campus and do all things necessary and proper for such purpose. In the management and operation of the Fort Wayne Campus, Purdue shall act in its own name and shall not act or be deemed to act as an agent of IU.
 - (b) Purdue shall continue to be the University with the full power, authority and responsibility to manage and operate the (i) Technical Assistance Program adjacent to the Fort Wayne Campus, and (ii) the Cooperative Extension Service facility.
2. Management and Operations of IU Medical School – Fort Wayne. IU shall be the University with the full power, authority and responsibility to manage and operate the IU Medical School – Fort Wayne and medical building located on the Fort Wayne Campus (the “Medical Building”) and any future buildings utilized for the Indiana Academic Missions, subject only to, in the case of the Medical Building, Purdue's ongoing provision of facility and administrative services under that certain 2008 Memorandum of Agreement between the parties, as amended and restated in accordance with Section B.3(b) below.
3. Facility and Administrative Services.

- (a) Consistent with Section I.B.2 above, the Parties have agreed to provide, subject to the terms of the applicable ancillary agreement, that Purdue will offer and deliver, and IU will procure and pay Purdue for, the office, lab, classroom and other physical space required by IU to deliver the Indiana Academic Missions, together with associated administrative services customarily provided in connection with the usage of such space consistent with past practice, for a period of time consistent with the term arrangements described in the last sentence of Section I.B.2 above.
 - (b) Purdue and IU agree to use their best efforts to negotiate for the purpose of amending and restating the terms and conditions of that certain 2008 Memorandum of Agreement to reflect the realignment and governance terms of the Fort Wayne Campus and Purdue's provision of facility and administrative services to and for the benefit of IU in connection with its delivery of the Indiana Academic Missions.
 - (c) Subject to the terms of the amended and restated 2008 Memorandum of Understanding and the Real Estate Lease Agreement (as defined below), each University shall have the full power, authority and responsibility to manage, operate and provide all necessary facility and administrative services required by such University's academic mission.
4. Transfer of Ownership and/or Management of Assets. The Parties have agreed to provide, in the applicable ancillary agreement, for the transfer of ownership and/or management of certain facilities and other assets associated with their responsibilities under the realigned governance structure. In particular, and subject to the terms and conditions of such ancillary agreement (and without limiting the generality of Section II.G. below), Purdue will assume or retain responsibility for the Walter P. Helmke Library and the assets associated with programs administered by the IPFW Department of Music (excluding, however, access to the applicable databases for such facilities), and IU will acquire and have responsibility for the assets (other than real property) of the nursing school, dental education program and radiography program administered at the Fort Wayne Campus.

C. STUDENTS.

1. Enrollment, Academics and Transfer of Credits.
- (a) Students enrolling at the Fort Wayne Campus in a major, degree or program within the Purdue Academic Mission will be admitted as Purdue students using the admission standards of Purdue and all students enrolling in a major, degree or program within an Indiana Academic Mission will be admitted as IU students using the admission standards of IU.
 - (b) Consistent with the arrangement and subject to the provisos described in Section A.4 above, students enrolling at the Fort Wayne Campus in a major, degree or program within an Indiana Academic Mission will be expected to enroll in the general education classes, courses and programs offered by Purdue at the Fort Wayne Campus.

2. Program Transfer Agreement. Purdue and IU agree to use their best efforts to negotiate and enter into a Program Transfer Agreement to be effective as of July 1, 2017, containing definitive terms and conditions mutually acceptable to each, with respect to student services, including financial aid, and implications on performance funding prior to June 30, 2017, in a manner that allows students to have a seamless educational experience and for student credits to transfer between the Universities.
3. Tuition and Fees. The Program Transfer Agreement will include terms and conditions pertaining to student tuition and fees with the operating principle that each University sets and collects its own tuition and fees. IU student fees for services provided by Purdue shall be set by Purdue at the same level as it charges its own students for such fees.
4. Academic Records and Transcripts.
 - (a) Each University shall be responsible to manage, maintain and document the academic transcripts and records of its students as required by each such University for the granting of its respective degrees.
 - (b) Each University covenants and agrees to cooperate with the other and take steps necessary to permit the exchange of relevant student information between each University's respective information technology system in a timely and reliable manner to provide a convenient and accurate student, faculty and administrative experience for the exchange, access and delivery of rosters, transcripts and student records.
5. Current Students.
 - (a) Credits earned by students enrolled at the Fort Wayne Campus prior to the Realignment Effective Date shall be fully transferable to IU or Purdue, as applicable, based upon which school, college or division within an Indiana Academic Mission or Purdue Academic Mission such student enrolls.
 - (b) For a period of three years following the Realignment Effective Date, each student enrolled in a degree program on or prior to the Realignment Effective Date may elect to receive a degree from either IU or Purdue upon graduation if their degree program will transfer to the other University's academic mission pursuant to this Agreement.
6. Student Services and Activities.
 - (a) IU students enrolled at the Fort Wayne Campus shall have access and the ability to join and participate in all student services and extra-curricular student activities offered, supported or permitted by Purdue at the Fort Wayne Campus including, without limitation, student housing, parking, student organizations, associations, groups, clubs and societies, library access and usage, information technology access and usage, health, wellness and counseling services and other student support resources, athletic events, recreation and intramural sports and such other extra-curricular activities, services and resources (collectively, the "Student Services") all on the same terms, conditions and criteria offered and made available to Purdue students.

- (b) Purdue shall issue IU students enrolled at the Fort Wayne Campus student identification cards, campus cards or other alternative documentation issued by Purdue to Purdue students of the Fort Wayne Campus and required for participation in the Student Services.
 - (c) Purdue and IU agree to use their best efforts to enter into a Services Agreement, containing definitive terms and conditions mutually acceptable to each, with respect to the Student Services offered and provided by Purdue to IU students. Consistent with Section I.B.2 above, the Parties have agreed to provide, subject to the terms of such Services Agreement, that Purdue will offer and deliver, and IU will procure and pay Purdue for, the Student Services for a period of time consistent with the term arrangements described in the last sentence of Section I.B.2 above.
7. Student Alumni. The applicable ancillary agreement will address alumni who obtained degrees and graduated from IPFW prior to the Realignment Effective Date and their membership in, as applicable, the alumni associations of IU, Purdue or any alumni association maintained by Purdue for the Fort Wayne Campus.

D. FACULTY.

1. Transferred Faculty.
- (a) Except as otherwise provided in Section D.2 below, upon the Realignment Effective Date, IU agrees to offer employment to all full-time and part-time academic faculty (collectively, the “Purdue Transferred Faculty”) of the Fort Wayne Campus employed by Purdue in accordance with Section 5 of the Management Agreement and working in an Indiana Academic Mission (as defined in this Agreement) as of June 30, 2017. IU agrees to offer, honor and provide substantially the same salary rate, rank, status, faculty appointment, academic rank designation, tenure probationary period credit and tenure of each Purdue Transferred Faculty as of the Realignment Effective Date. Benefits offered to the Purdue Transferred Faculty by IU will be substantially similar to the benefits received by the academic faculty of the Fort Wayne Campus employed by Purdue currently.
 - (b) IU agrees to assume all rights and obligations of the appointment letter of each tenured Purdue Transferred Faculty in accordance with an appropriate Assignment and Assumption of Appointment Letter. IUPUI shall be the campus appointment for all Purdue Transferred Faculty.
 - (c) Except as otherwise provided in Section D.2 below, upon the Realignment Effective Date, Purdue agrees to retain in its employment all full-time and part-time academic faculty (the “Former Indiana Mission Faculty”) of the Fort Wayne Campus employed by Purdue in accordance with Section 5 of the Management Agreement and working in a Purdue Academic Mission (as defined in this Agreement) as of June 30, 2017. Purdue agrees to offer, honor and provide the same salary rate, benefits, rank, status, faculty appointment, academic rank designation, tenure probationary period credit and tenure of each Former Indiana Mission Faculty as of the Realignment Effective Date. Purdue agrees to assume all rights and obligations of the appointment letter of each

tenured Former Indiana Mission Faculty in accordance with an appropriate Assignment and Assumption of Appointment Letter.

2. Continuing IU (Retirement Plan) Faculty. All appointed academic faculty of the Fort Wayne Campus employed by IU and enrolled or otherwise eligible to participate in IU's 18/20 Retirement Plan or the Indiana Supplemental Early Retirement Plan shall remain employees of IU notwithstanding that any such faculty are assigned to a Purdue Academic Mission in accordance with this Agreement.
3. Faculty and Staff Services and Activities.
 - (a) Faculty and staff serving in an Indiana Academic Mission at the Fort Wayne Campus following the Realignment Effective Date shall have access and the ability to join and participate in all employee services and extra-curricular events and activities offered, supported or permitted by Purdue at the Fort Wayne Campus including, without limitation (and as applicable to one's status as a faculty or staff member): parking, faculty organizations, associations, groups, clubs and societies, library access and usage, health, wellness and counseling services and resources, athletic events, recreation and intramural sports and such other extra-curricular activities, services and resources (collectively, the "Faculty and Staff Services") all on the same terms, conditions and criteria offered and made available to Purdue faculty and staff.
 - (b) Purdue and IU agree to use their best efforts to enter into a Services Agreement, on terms and conditions mutually acceptable to each, with respect to the Faculty and Staff Services offered and provided by Purdue to faculty and staff serving in an Indiana Academic Mission.

E. NON-FACULTY EMPLOYEES. The applicable ancillary agreement will address non-faculty staff, administrative, clerical and service personnel of the Fort Wayne Campus and their employment by the applicable University following the Realignment Effective Date.

F. REAL PROPERTY AND IMPROVEMENTS.

1. This Agreement and the realignment and revised governance structure of the Fort Wayne Campus shall not change, modify or require the conveyance of the record ownership of the real estate currently comprising the Fort Wayne Campus.
2. To the extent not covered by the amended and restated 2008 Memorandum of Agreement described in Section B.3(b) above, Purdue and IU agree to use their best efforts to negotiate and enter into a real estate lease agreement, containing definitive terms and conditions mutually acceptable to each, with respect to IU's use and occupancy of real estate comprising the Fort Wayne Campus for its health sciences initiative, the Indiana Academic Missions, the IU University School of Medicine – Fort Wayne and the IU School of Social Work (the "Real Estate Lease Agreement").

G. PERSONAL PROPERTY. Purdue and IU agree to use their best efforts to negotiate and enter into an applicable ancillary agreement, containing definitive terms and conditions

mutually acceptable to each, with respect to the assignment and transfer of tangible and intangible property between each respective University.

H. ATHLETICS.

1. The Universities desire to maintain and continue to allow both IU and Purdue student athletes enrolled at the Fort Wayne campus to participate and compete within a single National Collegiate Athletic Association (“NCAA”) Division I athletic program.
2. The Universities covenant and agree to use their best efforts to seek and obtain all necessary consents, approvals and waivers from the NCAA to permit intercollegiate student-athletes pursuing a degree from IU to retain and maintain their eligibility to participate and compete on their intercollegiate sport team upon being admitted into the applicable school, college or division within an Indiana Academic Mission.

I. ENDOWMENT AND SCHOLARSHIPS. The Universities agree to cooperate and use their best efforts to identify and honor donor intent with respect to existing endowments and gift agreements held by either University or the IPFW Endowment, with the understanding the funds, investments and gift agreements held by either University or the IPFW Endowment will, to the fullest extent practicable, be transferred to the respective University responsible for the academic mission associated with the donor’s intent.

J. CAMPUS NAME AND SIGNAGE.

1. To reflect the realigned governance structure contemplated by this Agreement, as of the Realignment Effective Date, the name and identification of the Fort Wayne Campus may be changed and replaced by Purdue with a name and clear designation that identifies Purdue as the governing entity of the Fort Wayne Campus. In doing so, Purdue intends to solicit input and seek naming suggestions from stakeholders in the IPFW, Fort Wayne and Northeast Indiana communities.
2. Notwithstanding Purdue’s naming rights of the Fort Wayne Campus, IU shall have the exclusive authority and right to identify, name and designate its health sciences initiative, the Indiana Academic Missions, the IU School of Medicine – Fort Wayne and IU School of Social Work.
3. Following the Realignment Effective Date, all references to IPFW or Indiana University-Purdue University Fort Wayne shall be subject to change to identify with the designation selected by Purdue, along with all logos, signs and other indications used for the Fort Wayne Campus location.

K. COMMUNITY ADVISORY COUNCILS. The Parties intend to maintain community advisory councils following the Realignment Effective Date to provide advice, information and support to their respective academic mission areas on the Fort Wayne Campus consistent with the function historically served by the IPFW Community Advisory Council. The applicable ancillary agreement will provide the manner and means of establishing and constituting such councils to ensure they fulfill their purpose for the benefit of IU, Purdue and the community.

ARTICLE III

CONDITIONS TO REALIGNMENT EFFECTIVE DATE AND DELIVERIES

- A. **CONDITIONS TO REALIGNMENT EFFECTIVE DATE.** The terms, conditions and obligations of each University hereunder are subject to the fulfillment, at or before the Realignment Effective Date, of each of the following conditions (all or any of which may be waived in writing in whole or in part by the mutual written agreement of the Parties):
1. Each University has determined, in its reasonable discretion, that adequate budget appropriations and funding has been approved by the Indiana General Assembly and included in the State of Indiana's 2017-2019 biennial budget for the purpose of compensating and funding the revenue changes, costs and expenses incurred by each University as a result of the realignment and revised governance structure contemplated by this Agreement as well as new programs and initiatives arising and developed from such realignment;
 2. The Boards of Trustees of each University have authorized and approved the terms and conditions of each ancillary agreement required to be executed and delivered by this Agreement; and
 3. Each University has obtained, or has received reasonable assurances that it will obtain, any and all accreditations, authorizations, consents and approvals from the Higher Learning Commission and, if applicable, the U.S. Department of Education, required as a result of this Agreement or the realignment of academic, research and public service mission areas and degrees to each University.
- B. **DELIVERIES OF EACH UNIVERSITY.** The terms, conditions and obligations of each University hereunder are subject to each University's execution and delivery to the other, at or before the Realignment Effective Date, of the following ancillary agreements:
1. Amendment and restatement of 2008 Memorandum of Agreement;
 2. Program Transfer Agreement;
 3. Services Agreement(s) for (i) Student Services and (ii) Faculty and Staff Services;
 4. Assignment and Assumption of Appointment Letters for the transfer of tenured Purdue Transferred Faculty to IU, and for the transfer of tenured Former Indiana Mission Faculty to Purdue;
 5. Real Estate Lease Agreement;
 6. Assignments, Bills of Sale and Intellectual Property Transfers and Assignments, as applicable, for the transfer and assignment of tangible and intangible assets between Universities as contemplates herein;
 7. Consortium Agreement governing the Parties' cooperation and coordination of financial

aid administration;

8. Transition Services Agreement, to the extent necessary to cover short-term services not provided for in any other ancillary agreement; and
9. Such other related agreements or contracts necessary to carrying out the terms of the proposals, recommendations and realigned governance structure as set forth herein and therein.

ARTICLE IV

MISCELLANEOUS TERMS AND COVENANTS

- A. **PUBLICITY; NOTICE TO THIRD PARTIES.** The Parties shall mutually agree upon all press release announcements, press conferences and similar public statements of the realignment, this Agreement and related issues pertaining to the governance and realignment of IPFW and shall mutually agree as to the timing of the release of any such announcements. Notwithstanding the above, each University acknowledges that each University is subject to Indiana's Open Door Law and Access to Public Records Act. Concurrently with the Realignment Effective Date, IU and Purdue shall jointly execute a letter in a form agreed upon by both Universities, which will be sent by Purdue to all lenders, landlords, employees, independent contractors and parties to any existing written contracts, agreements or obligations to which IPFW is a party advising them of the realignment and change of governance structure for the Fort Wayne Campus.
- B. **TRANSITION TEAM.** Commencing as of the Agreement Effective Date through the Realignment Effective Date, both Parties covenant and agree to establish and maintain a transition team comprised of representatives designated by their respective Presidents to assist with the implementation of funding and operational issues arising from the realignment and revised governance structure set forth in this Agreement and each ancillary agreement.
- C. **ALL MATERIAL TERMS OF REALIGNMENT.** The Parties intend that this Agreement contains and sets forth all material terms, key principles, discussions and understandings pertaining to the realignment and future governance of the Fort Wayne Campus.
- D. **MODIFICATION; TERMINATION.** This Agreement may only be changed, modified or amended by a written instrument executed by an authorized representative of each Party. This Agreement shall automatically terminate if the conditions and deliveries required by Article III have not been satisfied, completed and fulfilled by June 30, 2018.
- E. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement and Plan of Realignment for Indiana University-Purdue University Fort Wayne to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: _____

The Trustees of Purdue University

By: _____

Mitchell E. Daniels, Jr.
President

Attest:

ss: _____

Janice A. Indrutz
Corporate Secretary

By: _____

William E. Sullivan
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____

Michael A. McRobbie
President

Attest:

ss: _____

Deborah A. Lemon
Secretary

By: _____

John A. Sejdinaj
Vice President and Chief Financial Officer

Narrative Describing Proposed Changes at IPFW Pursuant to the “Agreement and Plan of Realignment for Indiana University-Purdue University Fort Wayne in Compliance with HLC Requirements for Initial Review

The “Agreement and Plan of Realignment for Indiana University – Purdue University Fort Wayne is presented as the Prospectus pursuant to the Higher Learning Commission December 12, 2016 request. The following is a narrative of the transaction presented for HLC review.

Indiana University Purdue University Fort Wayne (IPFW) is an independently accredited institution managed by Purdue University. The governance of the institution is defined in a management agreement (Appendix A). The current management agreement expired June 30th, 2014 but was extended through June 30, 2021 with the acceptance of Amendment 2 (Appendix B) until and “...unless the Parties mutually agree to supersede and replace such Agreement with a new agreement prior to that date” (Amendment 2, Page 2). The agreement further states that each party will “...use its best efforts to explore and identify a realigned governance structure for IPFW and will cooperate with the other Party in that process, taking into consideration the recommendations described in the LSA Report and the USAP Report, as well as other factors to which the Parties may agree, with a mutual goal of presenting an agreed upon revised governance structure to the Parties’ respective Boards of Trustees for approval in December 2016” (Amendment 2, Item 1, Page 2). This narrative provides a summary of the existing management agreement, a summary of the proposed management agreement approved by the respective Boards of Trustees and included as the Prospectus, and a description of the future governance of IPFW under the new agreement that is subject to HLC approval.

Current Management Agreement:

The current management agreement facilitates a unique higher education environment in which an independently accredited university (IPFW) offers programs of studies leading to degrees from Indiana University or Purdue University and is locally administered through the leadership of a Chancellor who serves as the Chief Executive Officer of the Fort Wayne Campus and reports to the Purdue President. The current agreement assigns Purdue the role as “... the responsible corporation with full power, authority and responsibility to manage and operate IPFW for the benefit of Indiana University and Purdue University”. Further, the present management agreement, as approved by The Higher Learning Commission, assigns “...specific academic, research and public service missions in the operation of IPFW as mutually agreed upon from time to time and approved by the respective Boards of Trustees”. This arrangement, as presently enacted, allows, upon approval by the respective Boards of Trustees of Indiana University and Purdue University, academic, research and public service missions to be transferred between institutions within the IPFW operational domain.

Proposed Management Agreement:

Under the proposed agreement, Purdue University maintains its status as the “...responsible corporation with full power, authority and responsibility to manage and operate IPFW” for all Purdue University programs. The intent is that IPFW remains an independently accredited institution. The proposed agreement moves all current IU mission areas (as allowed by the current management agreement) to Purdue with the exception of the Health Sciences to include the Department of Nursing (presently a

Purdue program), Department of Dental Education (presently an IU program), and Department of Medical Imaging and Radiologic Sciences (presently an IU program). These academic departments that currently reside in IPFW's College of Health and Human Services are proposed to be managed by Indiana University as a separate legal entity from IPFW under the Indiana University Mission upon HLC approval.

The proposed agreement, therefore, serves the role of consolidating all current academic, research and public service missions with the exception of the Health Sciences (Department of Nursing, Department of Dental Education, and Department of Medical Imaging and Radiologic services) under Purdue management as allowed by the current management agreement. It then, assuming conditions specified are met, consolidates the Health Sciences under one entity that will be managed by Indiana University, as agreed upon by Purdue and IU Trustees **subject to approval by HLC**. The proposed agreement **maintains the present governing structure at IPFW** in which the Chancellor of IPFW serves as Chief Executive Officer of the Fort Wayne Campus and reports to the President of Purdue. Therefore, **operational control of IPFW does not change as the institution remains under the leadership of its Chancellor as Chief Executive Officer reporting to the Purdue President. The new agreement establishes that the Health Sciences programs are removed from IPFW organizational control and Purdue management to Indiana University.** While the Health Sciences programs will be wholly administered and controlled by Indiana University as a separate entity from both Purdue and IPFW, IPFW will provide a limited menu of student and faculty services under a consortium agreement that will be drafted and submitted for review and approval to the HLC.

Continuity in Governance of IPFW:

The position of Purdue and IPFW is that the changes **do not constitute the closure of IPFW and subsequent creation of a new entity**. Rather, **the changes represent the transfer of programs from Indiana University to Purdue University as allowed by the current agreement and as accredited by HLC**. In addition, the transfer of Nursing to Indiana University as part of the Health Sciences Program is consistent with the provisions of the current management agreement. This aspect of the change is to be facilitated beginning June 30, 2017. **Upon completion of the transfer of academic programs between Purdue University and Indiana University, the subsequent transfer of control of the health sciences from Purdue University to Indiana University and the related consortium agreement, if approved by the Higher Learning Commission is to take effect on July 1st, 2018.** At that time **IPFW continues to operate as an independently accredited institution managed by Purdue as it was prior to the new agreement. Therefore, there is no change in control of the Fort Wayne campus.** The subsequent transfer of the Health Sciences College to the independent control of Indiana University through IUPUI represents a transfer of an academic unit from IPFW delivery and Purdue management, both of which are accredited by and in good standing with HLC, to Indiana University and IUPUI, both of which are accredited by and in good standing with HLC.

The proposed changes allow the state of Indiana to more efficiently and effectively support the Fort Wayne Campus to deliver academic programs to the Northeast Indiana Region drawing on the specific strengths and resources of two nationally recognized public research universities. The continued local control of the Fort Wayne campus provided by the terms of the agreement is vital as it directly engages the Northeast Indiana Region in a relationship with a regional institution with a special mission aimed at serving the needs of the Fort Wayne metropolitan and surrounding areas. The consolidation of health sciences into the IU Health System ensures the region benefits from the resources and commitment to

excellence in coordinated health care that has earned the Indiana University Health System national acclaim.

Timeline for Agreement and Plan of Realignment for Indiana University-Purdue University Fort Wayne

December 15- 31st, 2016 – Agreement and Plan of Realignment agreed to and signed by the Purdue University Board of Trustees and Indiana University Board of Trustees

December 15-31st - Notification and submission of “Agreement and Plan of realignment for Indiana University-Purdue University Fort Wayne” to HLC for Initial Interaction Review.

December 31st, 2016 to January 31st, 2017 - IPFW completes Letter of Intent, prospectus, narrative of transaction, timeline, and additional documentation provided to HLC as required for the Initial Interaction Review

January 1, 2017 – June 30th 2018 – Under present management agreement, plans and processes are developed for all Indiana University Programs moved to Purdue University with the exception of the following departments: Dental Education, and Medical Imaging and Radiologic Sciences. Nursing (presently a Purdue program) moved to Indiana University. The effective date for the transfers will be July 1, 2018.

January 2017 to June 30th 2018 – HLC review and approval of realignment agreement.

July 1st, 2018 – Subject to HLC Approval, IPFW or renamed Fort Wayne Campus continues as an independently accredited institution managed by Purdue University with the exception of the Health Sciences programs which are moved to IU management and control.

Appendix A

MANAGEMENT AND ACADEMIC MISSION AGREEMENT
INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE

THIS AGREEMENT dated as of July 1, 2008, is made between THE TRUSTEES OF INDIANA UNIVERSITY (Indiana) and THE TRUSTEES OF PURDUE UNIVERSITY (Purdue) to provide for the management, operation and academic mission of Indiana University-Purdue University Fort Wayne. This Agreement supersedes the Management and Academic Mission Agreement which became effective July 1, 2003.

1. Effective Date. On and after July 1, 2008, (effective date) the campus of Indiana University and Purdue University in Allen County, Indiana and its regional sites (IPFW) shall be managed as provided in this Agreement. This Agreement becomes effective immediately upon approval of the Trustees of Purdue University and Indiana University, and ends on June 30, 2013, unless terminated mutually by Indiana and Purdue before that date.
2. Responsible Corporation. Purdue is hereby designated as the responsible corporation with full power, authority and responsibility to manage and operate IPFW for the benefit of Indiana University and Purdue University and do all things necessary and proper for that purpose. In the management and operation of IPFW, Purdue shall act in its own name and shall not act or be deemed to act as the agent of Indiana University; Purdue hereby indemnifies and agrees to hold harmless Indiana University against any cost, expense, loss, damage or liability whatsoever on account of any undertaking, act or omission on the part of Purdue with respect to the management and operation of IPFW under this Agreement (excepting therefrom those acts or omissions on the part of Indiana University pertaining to its responsibilities under this Agreement).
3. Assignment of Academic Missions. Indiana University and Purdue University shall be assigned specific academic, research and public service missions in the operation of IPFW as mutually agreed upon from time to time and approved by the respective Boards of Trustees. The current assignment of missions is as follows:

A. Indiana University has been assigned the following academic mission areas:

- (1) Allied Health Sciences
- (2) Business
- (3) Dental Education
- (4) Economics
- * (5) Education, including Health, Physical Education and Recreation
- (6) English and related disciplines
- (7) Fine Arts
- (8) General Studies (AAGS and BGS degree programs)
- (9) Geosciences
- (10) History
- (11) International Language and Culture Studies
- (12) Journalism
- (13) Labor Studies
- (14) Liberal Studies
- (15) Library and Information Sciences
- (16) Medicine
- (17) Music
- (18) Political Science
- (19) Public and Environmental Affairs
- (20) Sociology and Anthropology
- (21) Women's Studies

**Purdue University has curriculum authority over all secondary education programs offering majors in disciplines of their mission assignments. Indiana University acts in a service capacity in these areas where Purdue has the mission. With regard to minor areas, the teacher certification endorsements will be under the control of that University which awards the degree.*

B. Purdue University has been assigned the following academic mission areas:

- (1) Agriculture and related disciplines
- (2) Audiology and Speech Sciences
- (3) Biology and related disciplines
- (4) Chemistry
- (5) Communication
- (6) Computer Science
- (7) Consumer and Family Sciences
- (8) Engineering
- (9) Engineering Technologies
- (10) Hospitality Management
- (11) Human Services
- (12) Mathematics (including Statistics)
- (13) Nursing
- (14) Organizational Leadership and Supervision
- (15) Philosophy
- (16) Physics
- (17) Psychology
- (18) Theatre
- (19) Women's Studies

C. Mission Responsibility and Authority. The institution which holds the mission in a particular profession or disciplinary field (1) shall approve the appointment of all faculty members, part-time and full-time, who offer instruction in that field at IPFW, (2) shall have full control of all curricula in the field, including extensions thereof, (3) shall award all credit and degrees (associate, baccalaureate, professional and/or graduate) in the field, and (4) shall supply all services or support courses in that field required by students pursuing degrees in a different field with the other institution, and (5) shall approve the appointment of the dean or director of a school, unit, or division, but in the case of a school, unit, or division

containing missions of both Universities, such an administrative appointment will be approved by the Presidents of both Universities. With the exception of certain professional degrees (e.g. Nursing and Business), Master's and doctoral education programs are system-wide responsibilities of Indiana University and Purdue University. Existing assignments of responsibility for secondary mission areas, including the Library, will continue unchanged.

4. Administration. The Chancellor is the Chief Executive Officer of the Fort Wayne Campus. He/She will be appointed and employed by Purdue University with approval of Indiana University and will report to the Purdue President. All other administrative officers will also be appointed and employed by Purdue University.
5. Faculty. Purdue will appoint and employ all new full-time and part-time faculty members, including those who function in Indiana University mission areas. All faculty members who function in mission areas assigned to Indiana University shall first be approved by Indiana, and Purdue agrees to employ only persons so approved. All faculty functioning in Indiana University mission areas shall hold regular faculty appointments (not adjunct appointments) at Indiana University, and shall hold or earn campus-specific tenure at Indiana University. Academic rank designations and changes therein from time to time, for personnel functioning in Indiana mission areas, shall be specified by Indiana; and for such persons, initial salary levels, and subsequent adjustments will be established by Purdue University in consultation with Indiana University. All members of the faculty, regardless of their initial appointment, will continue to earn or have campus-specific tenure. All new appointees will be on the Purdue pay and benefits plan; continuing Indiana University faculty will have the option to select the Purdue program if they so desire.
6. Students.
 - A. Admission. All students shall be admitted as either Indiana or Purdue students in accordance with the degree program elected by the student and using the standards

of Indiana and Purdue. Academic records will be maintained and documentation furnished as required by each institution for the granting of degrees.

- B. Fees. Purdue shall establish, charge, and collect all tuition, fees and other charges from students and others using the facilities of IPFW.
 - C. Student Organizations and Discipline. Purdue shall be responsible for all policies related to student matters. IPFW student rights, responsibilities and standards of conduct will be established by campus administrators in consultation with the student and faculty government organizations and with the IPFW Community Advisory Council and shall be consistent with the principles established by Purdue and Indiana Universities.
 - D. Student Financial Assistance. Purdue shall manage all student financial assistance policies, including those related to awarding scholarships, grants and loans to students. Funds may be made available for financial aid purposes by both Indiana and Purdue. Purdue shall be responsible for the collection of long-term student loans.
 - E. Administrative Clerical and Service Personnel. All administrative, clerical and service personnel of IPFW shall be employed by Purdue which shall be solely responsible for such personnel.
 - F. Vacation and Other Benefits to Indiana Personnel. All Indiana personnel, including faculty, who are subsequently employed by Purdue shall be given credit for past service to Indiana whenever such service is a factor in determining salaries, wages and fringe benefits, and all such personnel shall be entitled to all vacation and sick leave earned.
9. Business Operation. From and after the effective date, Purdue will continue to be responsible for all business operations of IPFW. On the effective date, Purdue will continue all responsibility and liability for accounting, purchasing, contracts, fiscal

management and control, telephone operations, parking facilities, safety and security, custodial services, building maintenance, building operations and insurance and utility charges for services rendered after the effective date.

10. IPFW Faculty Senate. The IPFW Faculty Senate will be delegated the usual responsibilities of faculty governance, including review and recommendation of policies and procedures regarding the curriculum, the academic calendar and other appropriate faculty and student matters.
11. IPFW Community Advisory Council. The IPFW Community Advisory Council will continue to consist of nine members, serving three-year staggered terms. The Presidents of Indiana and Purdue and the Chancellor will each appoint three members of the Council. One member appointed by each President shall be a Trustee of Indiana or Purdue. One member appointed by the Chancellor shall be an alumnus of IPFW. The operative needs of the Council shall be provided by the Chancellor's office, including but not limited to, clerical, meeting facility and minor budgeting items. The Council will annually elect its own officers. The Council will meet periodically to perform its responsibilities under this Agreement and, in consultation with the Chancellor, to address questions relevant to IPFW's operation, future development and budget requests.
12. Sponsored Programs. Purdue will administer sponsored programs under the existing policies and procedures. Indirect costs recovered from grants and contracts awarded to the Fort Wayne Campus shall be a part of the operating funds for the Fort Wayne Campus.
13. Patents and Copyrights. All patents and copyrights resulting from discoveries, inventions and material conceived or prepared prior to July 1, 1993, by Indiana or its personnel shall remain the property of Indiana. All subsequent patents and copyrights related to the activities of IPFW personnel shall be the property of Purdue.

14. University Coordination. The Presidents will continue to consult regularly regarding recommendations made by the Chancellor on all major matters such as, budgets, key personnel appointments, benefit policies, legislative issues, including appropriation requests, major capital improvements and community concerns. The Trustees of Indiana and Purdue, recognizing the need for IPFW to develop unique policies and practices in support of its own mission, ask the Presidents to encourage within the University systems opportunities for flexibility and autonomy and ask the Chancellor to consult regularly with the IPFW Community Advisory Council about such policies and practices.
15. Binding Effect. This Agreement shall be legally binding upon Indiana and Purdue when authorized and approved by the respective Boards of Trustees and executed by duly authorized officers.

Executed 23 June 2008
 The Trustees of Purdue University
 By France A. Cordova
 France A. Cordova
 President

Attest:
 ss: Roseanna Behringer
 Roseanna Behringer
 Secretary

By Morgan B. Olsen
 Morgan B. Olsen
 Executive Vice President and Treasurer

Executed 7-15-08
 The Trustees of Indiana University
 By Michael A. McRobbie
 Michael A. McRobbie
 President

Attest:
 ss: Robin R. Gress
 Robin R. Gress
 Secretary

RECEIVED
 CHANCELLOR'S OFFICE

By MaryFrances McCourt
 MaryFrances McCourt
 Treasurer

Handwritten initials/signature

Appendix B

AMENDMENT NO. 1 TO THE
AMENDED AND RESTATED
MANAGEMENT AND ACADEMIC MISSION AGREEMENT
INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE

THIS AMENDMENT NO. 1 TO THE AMENDED AND RESTATED MANAGEMENT AND ACADEMIC MISSION AGREEMENT dated as of July 1, 2013 (the "Amended and Restated Agreement") by and between THE TRUSTEES OF INDIANA UNIVERSITY ("Indiana") and THE TRUSTEES OF PURDUE UNIVERSITY ("Purdue" and with Indiana, collectively the "Parties"), is made and entered into by the Parties to be effective as of July 1, 2014 in order to extend for one year the term of the Amended and Restated Agreement.

RECITALS

WHEREAS, effective July 1, 2008, the Parties entered into a Management and Academic Mission Agreement (the "Prior Agreement") to provide for the continued management, operation and academic mission of Indiana University-Purdue University Fort Wayne; and

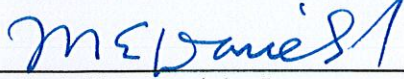
WHEREAS, in 2013, the Parties agreed to amend and restate the Prior Agreement and to extend its term for one year (through June 30, 2014), in the form of the Amended and Restated Agreement attached hereto as Exhibit A; and

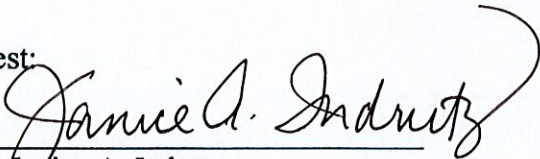
WHEREAS, the Parties now desire to extend such Amended and Restated Agreement for one additional year:

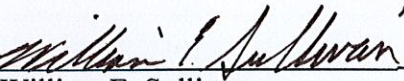
NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that, notwithstanding anything in the Amended and Restated Agreement to the contrary, the term of such agreement shall end on June 30, 2015, unless terminated mutually by Indiana and Purdue before that date. Except as expressly modified by this amendment, the Amended and Restated Agreement shall continue in full force and effect in accordance with its terms.

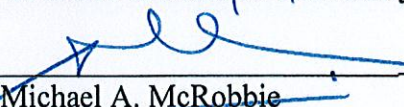
[signature page follows]

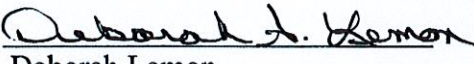
IN WITNESS WHEREOF, each of the undersigned Parties to the Agreement has caused this Amendment to be duly executed by its authorized representatives on the dates set forth below, but to be effective as of the 1st day of July, 2014.

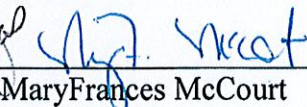
Date Executed: 9-19-14
The Trustees of Purdue University
By: 
Mitchell E. Daniels, Jr.
President

Attest:
ss: 
Janice A. Indrutz
Corporate Secretary

By: 
William E. Sullivan
Treasurer and Chief Financial Officer

Date Executed: 9/9/14
The Trustees of Indiana University
By: 
Michael A. McRobbie
President

Attest:
ss: 
Deborah Lemon
Secretary

By: 
MaryFrances McCourt

AAC 05/09/13
Action Item 5
BT 05/10/13
IV - 7

AMENDED MANAGEMENT AND ACADEMIC MISSION AGREEMENT
INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE

THIS AMENDED AND RESTATED MANAGEMENT AND ACADEMIC MISSION AGREEMENT (the "Agreement") dated as of July 1, 2013, extends for one year and amends and restates that certain Management and Academic Mission Agreement originally entered into effective July 1, 2008 (the "Prior Agreement"), between THE TRUSTEES OF INDIANA UNIVERSITY (Indiana) and THE TRUSTEES OF PURDUE UNIVERSITY (Purdue) to provide for the management, operation and academic mission of Indiana University-Purdue University Fort Wayne. As amended and restated, this Agreement supersedes the Prior Agreement.

1. Effective Date. On and after July 1, 2013, (effective date) the campus of Indiana University and Purdue University in Allen County, Indiana and its regional sites (IPFW) shall be managed as provided in this Agreement. This Agreement becomes effective immediately upon approval of the Trustees of Purdue University and Indiana University, and ends on June 30, 2014, unless terminated mutually by Indiana and Purdue before that date.
2. Responsible Corporation. Purdue is hereby designated as the responsible corporation with full power, authority and responsibility to manage and operate IPFW for the benefit of Indiana University and Purdue University and do all things necessary and proper for that purpose. In the management and operation of IPFW, Purdue shall act in its own name and shall not act or be deemed to act as the agent of Indiana University; Purdue hereby indemnifies and agrees to hold harmless Indiana University against any cost, expense, loss, damage or liability whatsoever on account of any undertaking, act or omission on the part of Purdue with respect to the management and operation of IPFW under this Agreement (excepting therefrom those acts or omissions on the part of Indiana University pertaining to its responsibilities under this Agreement).

3. Assignment of Academic Missions. Indiana University and Purdue University shall be assigned specific academic, research and public service missions in the operation of IPFW as mutually agreed upon from time to time and approved by the respective Boards of Trustees. The current assignment of missions is as follows:

A. Indiana University has been assigned the following academic mission areas:

- (1) Allied Health Sciences
- (2) Business
- (3) Dental Education
- (4) Economics
- (5) Education, including Health, Physical Education and Recreation*
- (6) English and related disciplines
- (7) Fine Arts
- (8) General Studies
- (9) Geosciences

- (10) History
- (11) Informatics
- (12) International Language and Culture Studies
- (13) Labor Studies
- (14) Liberal Studies
- (15) Library and Information Sciences
- (16) Radiography
- (17) Music
- (18) Political Science
- (19) Public Policy
- (20) Sociology and Anthropology
- (21) Women's Studies

**Purdue University has curriculum authority over all secondary education programs offering majors in disciplines of their mission assignments. Indiana University acts in a service capacity*

AAC 05/09/13

Action Item 5

BT 05/10/13

IV - 7

in these areas where Purdue has the mission. With regard to minor areas, the teacher certification endorsements will be under the control of that University which awards the degree.

B. Purdue University has been assigned the following academic mission areas:

- (1) Agriculture and related disciplines
- (2) Audiology and Speech Sciences
- (3) Biology and related disciplines
- (4) Chemistry
- (5) Communication
- (6) Computer Science
- (7) Consumer and Family Sciences
- (8) Engineering
- (9) Engineering Technologies

- (10) Hospitality Management
- (11) Human Services
- (12) Mathematics (including Statistics)
- (13) Nursing
- (14) Organizational Leadership and Supervision
- (15) Philosophy
- (16) Physics
- (17) Psychology
- (18) Theatre
- (19) Women's Studies

C. Mission Responsibility and Authority. The institution which holds the mission in a particular profession or disciplinary field (1) shall have full control of all curricula in the field, including extensions thereof, (2) shall award all credit and degrees (associate, baccalaureate, professional and/or graduate) in the field, and (3) shall supply all services or support courses in that field required by students pursuing degrees in a different field with the other institution, and (4) shall approve the appointment of the dean or director of a school, college, or division,

AAC 05/09/13

Action Item 5

BT 05/10/13

IV - 7

but in the case of a school, college, or division containing missions of both Universities, such an administrative appointment will be approved by the Presidents of both Universities. With the exception of certain professional degrees (e.g. Nursing and Business), Master's and doctoral education programs are system-wide responsibilities of Indiana University and Purdue University. Existing assignments of responsibility for secondary mission areas, including the Library, will continue unchanged.

D. New Departments and Programs. When new departments and programs are created the appropriate Indiana University or Purdue University academic mission area will be proposed by IPFW and approved by either Indiana University or Purdue University, as appropriate. Indiana University or Purdue University will then secure required state approvals.

4. Administration. The Chancellor is the Chief Executive Officer of the Fort Wayne Campus. He/She will be appointed and employed by Purdue University with approval of Indiana University and will report to the Purdue President. All other administrative officers will also be appointed and employed by Purdue University.
5. Faculty. Purdue will appoint and employ all new full-time and part-time faculty members, including those who function in Indiana University mission areas. All faculty functioning in Indiana University mission areas shall hold regular faculty appointments (not adjunct appointments) at Indiana University, and shall hold or earn campus-specific tenure at Indiana University. Academic rank designations and changes therein from time to time, for personnel functioning in Indiana mission areas, shall be specified by Indiana; and for such person, initial salary levels, and subsequent adjustments will be established by Purdue University in consultation with Indiana University. All members of the faculty, regardless of their initial appointment, will continue to earn or have campus-specific tenure. All new appointees will be on the Purdue pay and benefits plan; continuing Indiana University faculty will have the option to select the Purdue program if they so desire.

6. Students.
 - A. Admissions and Student Records. All students will be admitted as either Indiana or Purdue students in accordance with the degree program elected by the student and using the standards of Indiana and Purdue. Academic records will be maintained and documentation furnished as required by each institution for the granting of degrees.
 - B. Fees. Purdue shall establish, charge, and collect all tuition, fees and other charges from students and others using the facilities of IPFW.
 - C. Student Organizations and Discipline. Purdue shall be responsible for all policies related to student matters. IPFW student rights, responsibilities and standards of conduct will be established by campus administrators in consultation with the student and faculty government organizations and with the IPFW Community Advisory Council and shall be consistent with the principles established by Purdue and Indiana Universities.
 - D. Student Financial Assistance. Purdue shall manage all student financial assistance policies, including those related to awarding scholarships, grants and loans to students. Funds may be made available for financial aid purposes by both Indiana and Purdue. Purdue shall be responsible for the collection of long-term student loans.
7. Administrative Clerical and Service Personnel. All administrative, clerical and service personnel of IPFW shall be employed by Purdue which shall be solely responsible for such personnel.
8. Vacation and Other Benefits to Indiana Personnel. All Indiana personnel, including faculty, who are subsequently employed by Purdue shall be given credit for past service

AAC 05/09/13
Action Item 5
BT 05/10/13
IV - 7

to Indiana whenever such service is a factor in determining salaries, wages and fringe benefits, and all such personnel shall be entitled to all vacation and sick leave earned.

9. Business Operation. From and after the effective date, Purdue will continue to be responsible for all business operations of IPFW. On the effective date, Purdue will continue all responsibility and liability for accounting, purchasing, contracts, fiscal management and control, telephone operations, parking facilities, safety and security, custodial services, building maintenance, building operations and insurance and utility charges for services rendered after the effective date. The foregoing are examples of areas of Purdue responsibility and not limitations. Purdue's role in the business operation of IPFW shall be construed broadly to undertake all things necessary and proper for the benefit of Indiana University and Purdue University.
10. IPFW Senate. The IPFW Senate will be delegated the usual responsibilities of shared governance, including review and recommendation of policies and procedures regarding the curriculum, the academic calendar and other appropriate faculty and student matters.
11. IPFW Community Advisory Council. The IPFW Community Advisory Council will consist of up to fifteen members, serving three-year staggered terms. The Presidents of Indiana and Purdue and the Chancellor will each appoint five members of the Council. One member appointed by each President shall be a Trustee of Indiana or Purdue. Three members shall be alumni of IPFW. The operative needs of the Council shall be provided by the Chancellor's office, including but not limited to, clerical, meeting facility and minor budgeting items. The Council will annually elect its own officers. The Council will meet periodically to perform its responsibilities under this Agreement and advise the Chancellor on matters relevant to IPFW including, but not limited to, campus operations, future development and budget requests to the state.
12. Sponsored Programs. Purdue will administer sponsored programs under the existing policies and procedures. Indirect costs recovered from grants and contracts awarded to the Fort Wayne Campus shall be a part of the operating funds for the Fort Wayne Campus.

AAC 05/09/13
Action Item 5
BT 05/10/13
IV - 7

13. Patents and Copyrights. All patents and copyrights resulting from discoveries, inventions and material conceived or prepared prior to July 1, 1993, by Indiana or its personnel shall remain the property of Indiana. All subsequent patents and copyrights related to the activities of IPFW personnel shall be the property of Purdue.
14. University Coordination. The Presidents will continue to consult regularly regarding recommendations made by the Chancellor on all major matters such as, budgets, key personnel appointments, benefit policies, legislative issues, including appropriation requests, major capital improvements and community concerns. The Trustees of Indiana and Purdue, recognizing the need for IPFW to develop unique policies and practices in support of its own mission, ask the Presidents to encourage within the University systems opportunities for flexibility and autonomy and ask the Chancellor to consult regularly with the IPFW Community Advisory Council about such policies and practices.
15. Binding Effect. This Agreement shall be legally binding upon Indiana and Purdue when authorized and approved by the respective Boards of Trustees and executed by duly authorized officers.

Executed 5/10/13
The Trustees of Purdue University
By M E Daniels, Jr.
Mitchell E. Daniels, Jr.
President

Attest:

ss: Janice A. Indrutz
Janice A. Indrutz
Corporate Secretary

By Al V. Diaz
Al V. Diaz
Executive Vice President
for Business and Finance and Treasurer

AAC 05/09/13
Action Item 5
BT 05/10/13
IV - 7

Executed July 11, 2013
The Trustees of Indiana University

By Michael McRobbie
Michael A. McRobbie
President



Attest:

ss: Robin R. Gress
Robin R. Gress
Secretary

By MaryFrances McCourt
MaryFrances McCourt
Treasurer

DRAFT

AMENDMENT NO. 2 TO THE
AMENDED AND RESTATED
MANAGEMENT AND ACADEMIC MISSION AGREEMENT
INDIANA UNIVERSITY-PURDUE UNIVERSITY FORT WAYNE

THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED MANAGEMENT AND ACADEMIC MISSION AGREEMENT dated as of July 1, 2013 (the “Amended and Restated Agreement”) by and between THE TRUSTEES OF INDIANA UNIVERSITY (“Indiana”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and with Indiana, collectively the “Parties”), as amended by that certain Amendment No. 1 thereto dated as of July 1, 2014, is made and entered into by the Parties to be effective as of July 1, 2016 in order to extend the term of the Amended and Restated Agreement in the manner provided herein.

RECITALS

WHEREAS, effective July 1, 2008, the Parties entered into a Management and Academic Mission Agreement (the “Prior Agreement”) to provide for the continued management, operation and academic mission of Indiana University-Purdue University Fort Wayne (“IPFW”); and

WHEREAS, in 2013, the Parties agreed to amend and restate the Prior Agreement and to extend its term for one year (through June 30, 2014), in the form of the Amended and Restated Agreement attached hereto as Exhibit A; and

WHEREAS, in 2014, the term of the Amended and Restated Agreement was extended for an additional year (through June 30, 2015) under an Amendment No. 1 thereto; and

WHEREAS, the term of the Amended and Restated Agreement was extended for yet another additional year (through June 30, 2016) by operation of law pursuant to House Enrolled Act 1001 adopted by the Indiana General Assembly in its 2015 regular session; and

WHEREAS, over the past three or more years, IPFW has been the subject of at least four committee processes to study its governance structure, including most recently (i) the study conducted by the Indiana Legislative Services Agency that resulted in its Report on Role and Governance of Indiana University-Purdue University Fort Wayne (the “LSA Report”) of January 2016, and (ii) the study conducted by a joint IPFW faculty and staff task force that resulted in the Report and Recommendations of the University Strategic Realignment Process (the “USAP Report”) of May 2016; and

WHEREAS, the Parties desire to bring some stability and closure to the IPFW community, particularly its faculty and students, as a result of the issues and opportunities identified by these studies; and

WHEREAS, at the same time, the studies have raised some interesting possibilities that have the potential to benefit the students and other community stakeholders but which need further time to consider, most importantly the health sciences campus that IU has discussed and any new programs that Purdue may explore on a post-realignment basis; and

DRAFT

WHEREAS, the Parties now desire to extend the Amended and Restated Agreement for a period of time during which they will use their respective best efforts and cooperate with each other in exploring and identifying a realigned governance structure for IPFW in light of their ongoing discussions concerning the implementation of recommendations in the LSA Report and the USAP Report, as well as the interests of the IPFW community and its key stakeholders:

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Amended and Restated Agreement currently in effect will be extended until June 30, 2021, unless the Parties mutually agree to supersede and replace such Amended and Restated Agreement with a new agreement prior to that date. Each Party will use its best efforts to explore and identify a realigned governance structure for IPFW and will cooperate with the other Party in that process, taking into consideration the recommendations described in the LSA Report and the USAP Report, as well as other factors to which the Parties may agree, with a mutual goal of presenting an agreed upon revised governance structure to the Parties' respective Boards of Trustees for approval in December 2016.

2. Indiana and Purdue will continue their ongoing discussions concerning IPFW with the primary objective of achieving a realignment of their academic missions, whereby IU would focus primarily on its health sciences initiative and Purdue would be the governing entity of IPFW responsible for its remaining programs, including potential future ones. In these discussions, the Parties will consider the recommendations of the LSA Report and the USAP Report.

3. Indiana and Purdue will make every effort to conclude their ongoing discussions in time to make a funding request to the Indiana General Assembly for the FY 2017-2018 biennium to assist in the transition to new organizational arrangements for IPFW, if any.

4. Both Parties encourage IPFW to, and expect that it shall, continue the University Strategic Alignment Process that it has begun, and that the IPFW campus will expeditiously and rigorously examine its internal structure, as well as the other items (especially involving the reduction of costs) described in the USAP Report.

5. Except as expressly modified by this Amendment No. 2, the Amended and Restated Agreement shall continue in full force and effect in accordance with its terms.

[signature page follows]

DRAFT

IN WITNESS WHEREOF, each of the undersigned Parties to the Agreement has caused this Amendment No. 2 to be duly executed by its authorized representatives on the dates set forth below, but to be effective as of the 1st day of July, 2016.

Date Executed: _____

The Trustees of Purdue University

By: _____
Mitchell E. Daniels, Jr.
President

Attest:

ss: _____
Janice A. Indrutz
Corporate Secretary

By: _____
William E. Sullivan
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Michael A. McRobbie
President

Attest:

ss: _____
[Robin R. Gress]
Secretary

By: _____
MaryFrances McCourt
Senior VP, CFO and Treasurer