

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

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

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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]

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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