

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