

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

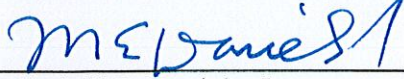
WHEREAS, in 2013, the Parties agreed to amend and restate the Prior Agreement and to extend its term for one year (through June 30, 2014), in the form of the Amended and Restated Agreement attached hereto as Exhibit A; and

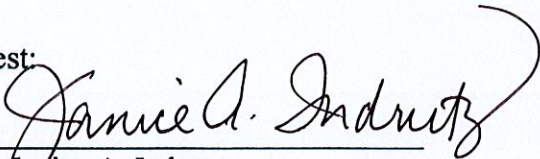
WHEREAS, the Parties now desire to extend such Amended and Restated Agreement for one additional year:

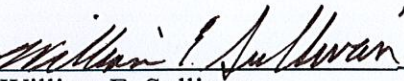
NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that, notwithstanding anything in the Amended and Restated Agreement to the contrary, the term of such agreement 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.

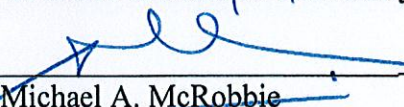
[signature page follows]

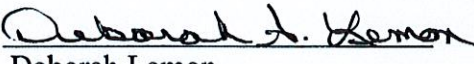
IN WITNESS WHEREOF, each of the undersigned Parties to the Agreement has caused this Amendment to be duly executed by its authorized representatives on the dates set forth below, but to be effective as of the 1st day of July, 2014.

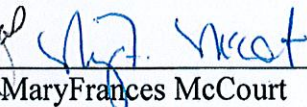
Date Executed: 9-19-14
The Trustees of Purdue University
By: 
Mitchell E. Daniels, Jr.
President

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

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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).

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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*

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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,

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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

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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.

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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

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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