

MEMORANDUM

To: Board of Trustees

From: Steven R. Schultz, Legal Counsel

Cc: Mitch Daniels, President
Jim Almond, Senior Vice President
Trent Klingerman, Assistant Legal Counsel

Re: IPFW Realignment – Status and Next Steps

Date: June 8, 2017

Overview. On behalf of fellow transition team members Jim Almond and Trent Klingerman, I am pleased to report that we have reached consensus with our IU counterparts on the terms of the program transfer agreement and ancillary agreements contemplated by the Agreement and Plan of Realignment that you approved in December. Further details are provided in the attached slide presentation and in the related resolution, which we will present at your June 16 meeting.

Execution copies of the various agreements are also provided for your review.

Given that we have presented two formal updates since December on the work of the Purdue-IU transition team, the joint steering committee, and the various subject matter working groups, I will not belabor this memo with a recapitulation of that activity. Suffice it to say that we have come a long way since the temporary extension of the existing IPFW management agreement one year ago. Not only have we been able to incorporate the material terms that we and the Board of Trustees felt were necessary and desirable to achieve a successful realignment, but we have also ended the process on excellent terms without our IU counterparts. I would venture to say that our working relationship and level of mutual understanding on matters related to Fort Wayne is as strong as it has ever been.

You will note that the attached deck contains both the Purdue and IU logos, an intentional formatting decision reflecting the fact that both we and IU will make the same presentation to our respective Boards of Trustees next week.

There is still some work to be done, as July 1st marks the beginning of the one-year transition period before final realignment effectiveness. Still, as we will discuss at your meeting next week, we are confident that the proper groundwork has been laid.

Requested Action. Your approval of the attached resolution (and the agreements referenced therein) is respectfully requested, together with authorization for the proper officers of The Trustees of Purdue University to execute and deliver those agreements.

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TRUSTEES OF PURDUE UNIVERSITY**

- (1) AUTHORIZING AND APPROVING THE PROGRAM TRANSFER AGREEMENT AND OTHER AGREEMENTS RELATED TO REALIGNMENT OF IPFW ACADEMIC MISSIONS (THE “REALIGNMENT”); AND**

 - (2) AUTHORIZING OTHER ACTIONS AS ARE NECESSARY AND APPROPRIATE TO COMPLETE THE REALIGNMENT**
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WHEREAS, at its stated meeting held on June 17, 2016, the Board of Trustees (the “Board”) of The Trustees of Purdue University (the “Corporation”) approved a temporary extension of the IPFW management agreement and directed the administrative leadership of Purdue University (the “University”):

“to explore and identify a realigned governance structure for IPFW and to cooperate with [Indiana University (“IU”)] in that process, taking into consideration the recommendations described in the LSA Report . . . with a mutual goal of presenting an agreed upon revised governance structure to the [Board] for approval in December 2016”; and

WHEREAS, having been presented with such a proposal at its December 16, 2016 stated meeting, the Board approved an Agreement and Plan of Realignment for IPFW (the “Realignment Plan”) and authorized the officers of the Corporation to execute and deliver it and take the necessary steps to put it into effect; and

WHEREAS, the Realignment Plan contemplated, among other things, the preparation, execution and delivery of a program transfer agreement (the “Program Transfer Agreement”), to be effective as of July 1, 2017, that will formalize the mutual transfer of academic missions and provide a roadmap for a one-year transition period leading to a final realignment effective date of July 1, 2018; and

WHEREAS, the Realignment Plan provided for a number of other ancillary agreements between the University and IU that would govern, among other things, the University’s provision of general education courses, physical space, and administrative services to faculty, staff and students within the IU academic mission areas on the Fort Wayne campus following the realignment; and

WHEREAS, following a comprehensive transition planning process that has involved more than 200 faculty and staff across three campuses, the Board has now been presented with the proposed form of Program Transfer Agreement, as well as the ancillary agreements described above (consisting of a Curriculum Offering and Academic Delivery Agreement, a Teach-Out Agreement, a Student, Faculty and Staff Services Agreement, and a Lease Agreement); and

WHEREAS, at its April 2017 stated meeting, the Board approved the name *Purdue University Fort Wayne*, to be commonly referred to as *Purdue Fort Wayne (PFW)*, for the regional campus within the Purdue system that will result from the realignment, subject to accreditor approval:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board as follows:

1. It is in the best interests of the University to consummate the Realignment and to complete the actions contemplated by the Realignment Plan, as further specified and/or modified in the Program Transfer Agreement.
2. The Program Transfer Agreement, in substantially the form presented to the Board, as well as the aforementioned ancillary agreements and other agreements referenced in or contemplated by the Program Transfer Agreement (the “Related Agreements”), are hereby authorized and approved.
3. The Chairman, Vice Chairman, Treasurer, Assistant Treasurer, Legal Counsel, Secretary and Assistant Secretary of the Corporation, and the President, Treasurer and Chief Financial Officer and Senior Vice President and Assistant Treasurer of Purdue, and each of said officers respectively, are hereby authorized and empowered for, on behalf of, and in the name of the Corporation, or of the University: (a) to execute and deliver the Program Transfer Agreement, and (b) to complete, execute and deliver each of the Related Agreements, in each case in such form, and with such further changes thereto, as the officer executing the same may approve (with the execution of such document by such officer to be conclusive evidence of such approval).
4. The foregoing officers of the Corporation and the University, and each of said officers respectively, are hereby further authorized and empowered, for, on behalf of and in the name of the Corporation, or of the University, to do or cause to be done any and all such other acts and things, and to complete, execute, deliver, and/or file any and all such other agreements, documents, submissions and instruments as, in the judgment of the officers taking such action, may be necessary, appropriate or desirable to carry out the purpose and intent of this Resolution or to more fully consummate the Realignment, whether herein specifically authorized or not. All acts of said officers in conformity with the intent and purposes of this Resolution, whether taken before or after this date, are ratified, confirmed, approved and adopted as the acts of the Corporation.
5. The Secretary of the Corporation is hereby authorized and instructed to record this Resolution in the minutes of this meeting, to be maintained in the official records of the Board and the Corporation.

PROGRAM TRANSFER AGREEMENT

THIS PROGRAM TRANSFER AGREEMENT (the "Agreement") is dated as of July 1, 2017 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" or the "Universities," and each individually a "Party" or a "University"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Realignment Agreement (as defined below).

WITNESSETH:

WHEREAS, IU and Purdue have, since 1964, operated Indiana University-Purdue University Fort Wayne ("IPFW") as a joint campus and academic mission in Fort Wayne, Indiana, the elements of which are referred to herein as the "Fort Wayne Campus"; and

WHEREAS, IU and Purdue are parties to a certain Agreement and Plan of Realignment for Indiana University-Purdue University Fort Wayne dated December 20, 2016 (the "Realignment Agreement"), a copy of which is attached hereto as Exhibit 1 and which, along with certain ancillary agreements contemplated therein, provides the terms and structure for the realignment of academic missions and operation of the Fort Wayne Campus commencing July 1, 2018; and

WHEREAS, under the Realignment Agreement, IU is to offer the Indiana Academic Missions and Purdue is to offer the Purdue Academic Missions; and

WHEREAS, the Parties wish to memorialize the Universities' mutual understanding with respect to the transfer of programs, personnel and assets in connection with the Realignment Agreement and the process by which the parties will cooperate with each other during the one-year transition period through June 30, 2018; and

WHEREAS, contemporaneously with this Agreement, the Parties are simultaneously executing certain ancillary agreements attached hereto as Appendices A through D (the "Ancillary Agreements"), with each having the effective date set forth therein;

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

EFFECTIVE DATE; PURPOSE

- A. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective July 1, 2017 and, except as provided in Section I (Survival) of Article IX, shall be deemed fully performed upon the completion of the actions contemplated hereby, all of which are expected to occur on or before the Realignment Effective Date of July 1, 2018.
- B. **PURPOSE.** This Agreement sets forth the process contemplated by the Realignment Agreement by which the Parties will (1) cooperate with each other during the one-year

transition period through June 30, 2018, and (2) effectuate the mutual transfer of the Indiana Academic Missions and the Purdue Academic Missions to each other effective July 1, 2018. Thereafter, the Universities' respective operations at the Fort Wayne Campus will be subject to the terms and provisions of this Agreement (as applicable) and the Ancillary Agreements.

ARTICLE II

TRANSFER AND CONTROL OF PROGRAMS

- A. **TRANSFER OF PROGRAMS.** Effective July 1, 2018, and without the need for any additional instruments of conveyance, Purdue shall transfer to IU, and IU shall transfer to Purdue, the programs necessary to place IU in control of the Indiana Academic Missions and to place Purdue in control of the Purdue Academic Missions, all in a manner consistent with the Realignment Agreement and as more particularly set forth in Sections B and C of this Article II. For purposes of clarification, the mission area referred to as "Radiography" within the description of Indiana Academic Missions in the Realignment Agreement shall henceforth be referred to as "Medical Imaging and Radiologic Science."
- B. **CONTROL OF INDIANA ACADEMIC MISSIONS.** In accordance with the Realignment Agreement, from July 1, 2018 forward, IU shall, with respect to the Indiana Academic Missions: (i) have full control of and responsibility for all administrative, operations and 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 in the academic mission field, and (iii) approve the academic and administrative leadership.
- C. **CONTROL OF PURDUE ACADEMIC MISSIONS.** In accordance with the Realignment Agreement, from July 1, 2018 forward, Purdue shall, with respect to the Purdue Academic Missions: (i) have full control of and responsibility for all administrative, operations and 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 in the academic mission field, and (iii) approve the academic and administrative leadership.
- D. **NO OFFERINGS ALLOWED WITHIN OTHER PARTY'S ACADEMIC MISSIONS.** In accordance with the Realignment Agreement, without the prior written consent of the other University, and except as provided in the Curriculum Agreement (as defined herein), each University covenants and agrees not to offer, provide or develop any courses, degrees, or academic, research or public service missions that fall solely or primarily within the other University's academic missions. For purposes of illustration and not by way of limiting the scope of the restriction contemplated by Section II.A.1.(b) of the Realignment Agreement and this Section II.D., a course specifically tailored by IU for incorporation into its nursing program in which aspects of human anatomy are taught would not be deemed to be in contravention of such restriction, nor would a biomedical engineering course offered by Purdue in which aspects of orthopedic medicine are taught.
- E. **MANAGEMENT OF FORT WAYNE CAMPUS.** In accordance with the Realignment Agreement, and except as described in Section F of this Article II, 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. Purdue shall also 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.

- F. **MANAGEMENT OF IU MEDICAL SCHOOL.** In accordance with the Realignment Agreement, IU shall be the University with the full power, authority and responsibility to manage and operate the IU Medical School and medical education building located on the Fort Wayne Campus (the "Medical Education Building") and any future buildings utilized for the Indiana Academic Missions.
- G. **NAMING MATTERS.** Each University shall have the exclusive ability to name its programs, facilities, schools, and initiatives, subject to consultation with the other University and the provisions of Article VII below.

ARTICLE III

TRANSFER OF FACULTY AND NON-FACULTY EMPLOYEES

A. **TRANSFERED FACULTY.**

- (a) As of July 1, 2018, IU will offer employment to all full-time faculty (collectively, the "Purdue Transferred Faculty") of the Fort Wayne Campus employed by Purdue and working in an Indiana Academic Mission as of June 30, 2018. IU will offer, honor and provide the equivalent salary rate, rank, status, faculty appointment, academic rank designation, and equivalent 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; provided, however, that such benefits will be subject to change at IU's discretion in accordance with generally applicable university and campus policies.
- (b) IU will 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 executed and delivered by the Parties to be effective on July 1, 2018. IUPUI shall be the campus appointment for all Purdue Transferred Faculty.
- (c) As of July 1, 2018, Purdue will retain in its employment all full-time faculty (the "Former Indiana Mission Faculty") of the Fort Wayne Campus employed by Purdue and working in a Purdue Academic Mission as of June 30, 2018. Purdue will offer, honor and provide the same salary rate, similar benefits, rank, status, faculty appointment, academic rank designation, and equivalent tenure probationary period credit and tenure of each Former Indiana Mission Faculty as of the Realignment Effective Date. Purdue will 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 executed and delivered by the Parties to be effective on July 1, 2018.

- (d) On a case-by-case basis, the Parties may agree to allow a faculty member who is serving in an administrative role at the Fort Wayne Campus and whose academic mission is transferred on the Realignment Effective Date to remain in that administrative role for the time being, with a right of retreat to the faculty of the transferee University upon the termination of the administrative appointment. Any such right of retreat must be documented in an appointment letter to the faculty member, which must be signed by the proper authorities at each University.

B. CONTINUING IU FACULTY – RETIREMENT PLANS. 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 and listed on Schedule III-B hereto, shall remain employees of IU notwithstanding that any such faculty are assigned to a Purdue Academic Mission in accordance with the Realignment Agreement and this Agreement.

C. NON-FACULTY EMPLOYEES:

1. Identification of Administrative and Clerical Personnel. By September 1, 2017, IU will identify and communicate to Purdue those full-time administrative and clerical staff currently employed by Purdue and working in an Indiana Academic Mission to whom IU would like to offer employment (collectively, the “Purdue Transferred Staff”).
2. Employment Offers. IU will offer, honor and provide substantially similar salary rate, rank, and status to each member of Purdue Transferred Staff as of July 1, 2018. Benefits offered to the Purdue Transferred Staff by IU will be substantially similar to the benefits received by the administrative and clerical personnel staff of the Fort Wayne Campus employed by Purdue currently; provided, however, that such benefits will be subject to change at IU’s discretion in accordance with generally applicable university and campus policies.

ARTICLE IV

TRANSFER OF PROPERTY AND PROGRAM ASSETS

A. PERSONAL PROPERTY. The Parties agree to create a schedule by January 1, 2018 of all personal property qualifying as a capital asset that will be transferred or subleased from one Party to the other. The parties will enter into assignments containing definitive terms and conditions mutually acceptable to each Party and will execute all other documents necessary to effectuate the transfer of such personal property by July 1, 2018 (and with effectiveness as of that date).

B. REAL PROPERTY

1. Real property at the Fort Wayne Campus, as depicted on the map attached hereto as Schedule IV-B, is currently owned jointly by IU and Purdue. Prior to July 1, 2018, the

Parties agree to cooperate and use best efforts to effectuate transfers of title to achieve the following:

- (a) Title to the real property upon which the medical education building exists will be transferred exclusively to IU;
 - (b) Title to the real property upon which all current Purdue buildings exist will be transferred exclusively to Purdue; and
 - (c) Title to all undeveloped real property and parking lots will continue to be owned, as applicable, by IU and Purdue jointly or, subject to the mutual agreement reached by the Parties pursuant to Section IV.B.2 below, by the IPFW Foundation.
2. Prior to July 1, 2018, the Parties agree to cooperate and use best efforts to devise a mechanism for the fair and equitable apportionment or other treatment of the real property owned of record by the IPFW Foundation. In the event the Parties conclude that such property is to be retained by the IPFW Foundation for the benefit of both Parties on the Fort Wayne Campus, they will, in connection with the reorganization of the IPFW Foundation as described in Section IX.F. below, provide a mechanism to represent IU's interest in such property. Such a mechanism may include providing for IU's ongoing membership on the board of the IPFW Foundation, which, despite representing a minority interest, would have special voting rights to approve any decision on the use, encumbrance and/or disposition of such property.
 3. In order to ensure that IU has sufficient space to maintain and deliver the Indiana Academic Missions in facilities owned and operated by Purdue on the Fort Wayne Campus following the Realignment Effective Date, the Parties have entered into a Real Estate Lease attached hereto as Appendix D.
- C. **ENDOWMENTS AND GIFTS.** The Parties 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, their respective foundations or the IPFW Foundation, with the understanding that the funds, investments and gift agreements held by either University, their respective foundations or the IPFW Foundation will, to the fullest extent practicable, be either (1) transferred to the respective University (or its respective foundation) responsible for the academic mission associated with the donor's intent, or (2) retained, as applicable, by the IPFW Foundation to the extent consistent with the donor's intent.
- D. **RESEARCH GRANTS.** The Parties agree to cooperate and use their best efforts to identify existing research grants that may need to be transferred to the other Party. If any such transfers are necessary, the Parties will work to effectuate them as soon as reasonably possible given the existing terms of the grant agreements.
- E. **HELMKE LIBRARY.** The ownership and management of the Walter P. Helmke Library will be fully assumed by Purdue as of July 1, 2018, without the need for any additional instruments of conveyance.

ARTICLE V

STUDENT, FACULTY AND STAFF SERVICES

In order to ensure that the students, faculty and staff associated with the Indiana Academic Missions continue to have access to the facilities, amenities and activities that were available to them on the Fort Wayne Campus prior to the Realignment Effective Date, the Parties have entered into a Student, Faculty and Staff Services Agreement in the form attached hereto as Appendix C, pursuant to which Purdue will provide various services in its capacity as the Party having the authority and responsibility to manage and operate the Fort Wayne Campus.

ARTICLE VI

TUITION AND FEES

Each University will be responsible for collecting its own tuition and fees from and after July 1, 2018, as more particularly set forth in the Curriculum Offering and Academic Delivery Agreement in the form attached hereto as Appendix A.

ARTICLE VII

NAME AND SIGNAGE

- A. The name and identification of the Fort Wayne Campus, as depicted on Schedule IV-B, will be changed to reflect the terms of this Agreement and the names adopted by the Universities' boards of trustees.
- B. The name "Indiana University-Purdue University Fort Wayne" or "IPFW" will be used only as a geographic indicator of the physical campus, as depicted on Schedule IV-B, and only in conjunction with the names adopted by each University. It may be displayed only on the periphery of the campus and in the same size or smaller typeface as the names adopted by the Universities.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Each Party (the "representing Party") hereby represents and warrants to the other Party as follows:

A. BINDING OBLIGATION; AUTHORITY; EXECUTION AND DELIVERY.

- 1. This Agreement and the each of the Ancillary Agreements constitutes the legal, valid, and binding obligation of the representing Party, enforceable against it in accordance with its terms.

2. The representing Party has the right, power, authority, and capacity to execute and deliver this Agreement and each of the Ancillary Agreements, and to perform its obligations hereunder and thereunder.
 3. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary action on the part of such Party.
 4. This Agreement and the Ancillary Agreements have been duly executed and delivered by the representing Party.
- B. **NO CONFLICT.** Neither the execution and delivery of this Agreement and the Ancillary Agreements nor the consummation or performance of any of the transactions contemplated hereby or thereby will, directly or indirectly, contravene, conflict with, or result in a breach or violation of, or constitute a default under or result in the invalidity of, or accelerate the performance required by or cause or give rise to any right of acceleration or termination of, any right or obligation pursuant to any agreement or commitment to which the representing Party is subject or bound.

ARTICLE IX

COVENANTS

- A. **CONDUCT OF PROGRAMS AND HIRING DURING TRANSITION YEAR.** Practices under the existing Management Agreement will generally be maintained consistent with past practice during the transition year of July 1, 2017- June 30, 2018, subject to necessary planning and anticipated implementation activities related to official launch on the Realignment Effective Date. The Parties agree to cooperate, communicate in advance and collaborate on any hiring decisions in affected programs during the transition year. Without limiting the generality of the foregoing sentence, Purdue will consult with IU and obtain its consent prior to approving any hires or transfers of tenured or tenure-track faculty or full-time staff into Indiana Academic Missions during such transition year.
- B. **COOPERATION; MANAGEMENT AGREEMENT; FURTHER ASSURANCES.**
1. The Parties will cooperate and collaborate under the oversight of the transition team and the joint steering committee during the transition year. The Parties will take actions reasonably necessary to fulfill the objectives of this Agreement and the transfers and other activities contemplated hereby, including without limitation those activities required in connection with the preparation and submission to the Higher Learning Commission ("HLC") of a "change in organization" application for consideration by the HLC Board of Directors at the earliest practicable date.
 2. Upon the Realignment Effective Date, the existing Management Agreement shall automatically be terminated, superseded and replaced by this Agreement (as applicable as provided in Section I (Survival) of this Article IX) and the Ancillary Agreements.

3. As the need may arise from time to time in order to document more specifically their respective commitments, undertakings and activities in connection with the Realignment Agreement, this Agreement, and/or any Ancillary Agreement, the Parties may negotiate and enter into such memoranda of understanding or other instruments as they deem necessary or appropriate to define and memorialize those commitments, undertakings or activities and to set forth more detailed practices and procedures with respect thereto. With the concurrence of the Parties, any such practices and procedures may be set forth and maintained in a Campus Operations Manual for mutual reference by the Parties.
- C. **ANNOUNCEMENTS.** The Parties will cooperate on announcements to external audiences relative to program transfer activities. Each party will consult with the other prior to making internal or announcements relative to its own program activities during the transition year.
- D. **COMMUNITY ADVISORY COUNCILS.** The Parties will maintain separate community advisory councils 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.
- E. **PERFORMANCE FUNDING.** The Parties will work together to develop and maintain a unified approach regarding performance funding from the State of Indiana with regard to the Indiana Academic Missions and the Purdue Academic Missions at the Fort Wayne Campus.
- F. **IPFW FOUNDATION.** The Parties will work together and negotiate in good faith with the IPFW Foundation (1) to cause the latter's name, board composition and organizational documents to be modified as necessary to reflect that, following the Realignment Effective Date, it will exist primarily to support Purdue as the Party having the authority and responsibility to manage and operate the Fort Wayne Campus, and (2) to document the mutual understanding reached by the Parties pursuant to Section IV.B.2 hereof as to any real property that will be retained by the foundation for the benefit of both Parties on the Fort Wayne Campus.
- G. **MEDICAL EDUCATION BUILDING; SCHOOL OF SOCIAL WORK SPACE.**
1. The Parties will, during the transition year, cooperate and negotiate in good faith to amend and restate the 2008 Memorandum of Agreement (the "2008 MOA"). Notwithstanding anything in the Realignment Agreement to the contrary, an amendment and restatement of the 2008 MOA will not be considered an "Ancillary Agreement" hereunder.
 2. The Parties will, during the transition year, cooperate and negotiate in good faith to amend and restate the 2005 Memorandum of Understanding between the IU School of Social Work ("IUSSW") and IPFW, as amended in 2007, so as to make continuing provision for IUSSW's space needs on the Fort Wayne Campus.
- H. **CERTIFICATION OF ELIGIBILITY FOR DEGREE CONFERRAL.** For the period beginning on the Realignment Effective Date and continuing through the end of the 2020-2021 academic year, Purdue will certify to IU whether each Purdue Fort Wayne student

who has elected to receive an IU degree has fulfilled the degree requirements and is, therefore, eligible to receive such degree. Upon receipt of certification from Purdue, IU shall award the degree, which shall be conferred in connection with the commencement ceremonies administered by Purdue Fort Wayne.

- I. **SURVIVAL.** The provisions of Article II, Sections B, C and D of Article IV, Article VII, Sections B, D, E, F, G, H and I of this Article IX, and Article XI shall survive the Realignment Effective Date and the expiration or termination of the Ancillary Agreements.

ARTICLE X

ANCILLARY AGREEMENTS; REALIGNMENT COMPLETION

Contemporaneously with the execution of this Agreement, the Parties are entering into the following Ancillary Agreements:

- A. Curriculum Offering and Academic Delivery Agreement attached as Appendix A (as amended from time to time, the "Curriculum Agreement").
- B. Teach-Out Agreement attached as Appendix B (as amended from time to time, the "Teach-Out Agreement").
- C. Student, Faculty and Staff Services Agreement attached as Appendix C (as amended from time to time, the "Services Agreement").
- D. Real Estate Lease Agreement attached as Appendix D (as amended from time to time, the "Lease Agreement").

The Parties recognized that, by virtue of the contemporaneous execution and delivery of the Ancillary Agreements and their performance of the other actions contemplated by this Agreement to occur during the transition year ending June 30, 2018, the realignment will automatically become effective on July 1, 2018 by operation of this Agreement and the Ancillary Agreements. Nonetheless, the Parties may, acting through their appropriate representatives, exchange such correspondence, acknowledgements and other documents as they deem necessary or appropriate to memorialize more fully the completion of the realignment as of the Realignment Effective Date.

ARTICLE XI

MISCELLANEOUS TERMS AND COVENANTS

- A. **APPLICABILITY.** The Miscellaneous Terms and Covenants set forth in this Article XI shall apply equally to all Ancillary Agreements attached as Appendices to this Agreement.
- B. **MODIFICATION OR AMENDMENT.** This Agreement may only be changed, modified or amended by a written instrument executed by an authorized representative of each Party. The Parties will cooperate in good faith in identifying and giving effect to adjustments that may be required based on unanticipated changes or events.

- C. **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.
- D. **CONFLICT RESOLUTION.** Should there be conflict in the interpretation of this Agreement or any Ancillary Agreement, the appropriate members of the executive administration of Purdue and IU will work collaboratively to resolve the conflict.
- E. **NO THIRD PARTY RIGHTS.** This Agreement is not intended to and does not create or confer upon any third party or other person not a party to this agreement any rights, privileges or entitlements.
- F. **INSURANCE.** The Parties agree to maintain, either through self-insurance or a commercial policy, reasonable levels of insurance coverage for their activities under this Agreement.
- G. **NOTICES.** Official notices and other communications by one Party to another for purposes of this Agreement must be in writing and will be deemed to have been formally and conclusively given when personally delivered or sent by any commercially reasonable means, including electronic mail, to the individuals mutually identified by the Parties to handle such official communications, with a copy to the Parties' respective general counsel. The Parties' respective project managers for the realignment of the Fort Wayne Campus will ensure that the names and contact details of the individuals identified by the Parties pursuant to this Section are regularly updated and shared with both Parties.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Program Transfer Agreement 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

Exhibit 1

Realignment Agreement

Exhibit 1

**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 20 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: 1-20-17

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: 12-23-16

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

Schedule III-B

Participants Eligible to Participate in 18/20 and/or Indiana Supplemental Early Retirement Plan

SCHEDULE III-B
 PARTICIPANTS ELIGIBLE TO PARTICIPATE IN 18/20 AND/OR
 INDIANA SUPPLEMENTAL EARLY RETIREMENT PLAN

Name Sort	Age	Position Title	Organizational Unit	18/20 or		Post-70 (Past		Annual Salary	Time to Eligibility
				Hire Date	SERP	Eligibility Date	Eligibility Date)		
ARGAST ANNE S	60	FW-IU Professor - Geosciences	Chemistry	8/1/1985	18/20	7/1/2020	10/1/2026	\$ 77,519	3 years, 2 months, 26 days
BARTKY ELLIOT M	64	FW-IU Assistant Professor	Political Science	8/1/1988	18/20	7/1/2016	12/1/2022	\$ 63,723	Ineligible in 5 years 7 months 26 days
CODPER MARY D	61	FW-IU Associate Dean/FW-IU Professor	Health & Human Services	8/1/1987	18/20	1/1/2020	4/1/2026	\$ 77,160	2 years, 8 months, 27 days
HICKEY M GAIL	62	FW-IU Professor	Educational Studies	8/1/1988	18/20	1/1/2019	4/1/2025	\$ 78,196	1 years, 8 months, 27 days
HREHOV JOHN	59	FW-IU Department Head	Fine Arts	8/1/1989	SERP	NA	NA	\$ 88,587	NA
IADICOLA PETER	64	FW-IU Dept. Head/Professor	Sociology	8/1/1979	18/20	8/1/2016	8/1/2022	\$ 116,898	Ineligible in 5 years 3 months 27 days
ISIORHO SOLOMON A	64	FW-IU Professor of Geosciences	Biology	8/1/1988	18/20	7/1/2016	8/1/2022	\$ 75,298	Ineligible in 5 years 3 months 27 days
KAUFMANN MICHAEL E	59	FW-IU Associate Professor	English and Linguistics	8/1/1987	18/20	7/1/2021	12/1/2027	\$ 54,674	4 years, 2 months, 26 days
KUZNAR LAWRENCE A	54	FW-IU Professor	Anthropology	8/1/1991	SERP	NA	NA	\$ 86,851	NA
LUTZ JAMES M	70	FW-IU Professor	Political Science	8/1/1982	NA-Past 70	10/1/2010	10/1/2016	\$ 106,116	ineligible
MINTON JOHN STEPHEN	60	FW-IU Professor	English and Linguistics	8/1/1990	SERP	NA	NA	\$ 76,262	NA
OUTLAND JOYANNE J	70	FW-IU Assistant Professor	Music	8/1/1978	NA-Past 70	7/1/2010	9/1/2016	\$ 49,710	NA
SAMAVATI HEDAYEH	60	FW-IU Professor	Economics	8/1/1988	18/20	1/1/2020	5/1/2026	\$ 101,265	2 years, 8 months, 27 days
SKEKLOFF SUSAN D	65	FW-IU Associate Librarian	Library	11/1/1983	18/20	9/1/2015	9/1/2021	\$ 69,258	Ineligible in 4 years 4 months 27 days
THOMPSON CHAD LAWRENCE	64	FW-IU Associate Professor	English and Linguistics	8/1/1991	SERP	NA	NA	\$ 57,968	NA
ULMSCHNEIDER GEORGIA W	63	FW-IU Associate Professor	Political Science	1/1/1983	18/20	7/1/2017	7/1/2023	\$ 62,656	
USHENKO AUDREY A	72	FW-IU Professor	Fine Arts	7/1/1988	NA-Past 70	NA	NA	\$ 57,934	NA
WRIGHT-BOWER LINDA M	62	FW-IU Assistant Professor	Music	8/1/1987	18/20	1/1/2019	2/1/2025	\$ 57,140	1 years, 8 months, 27 days

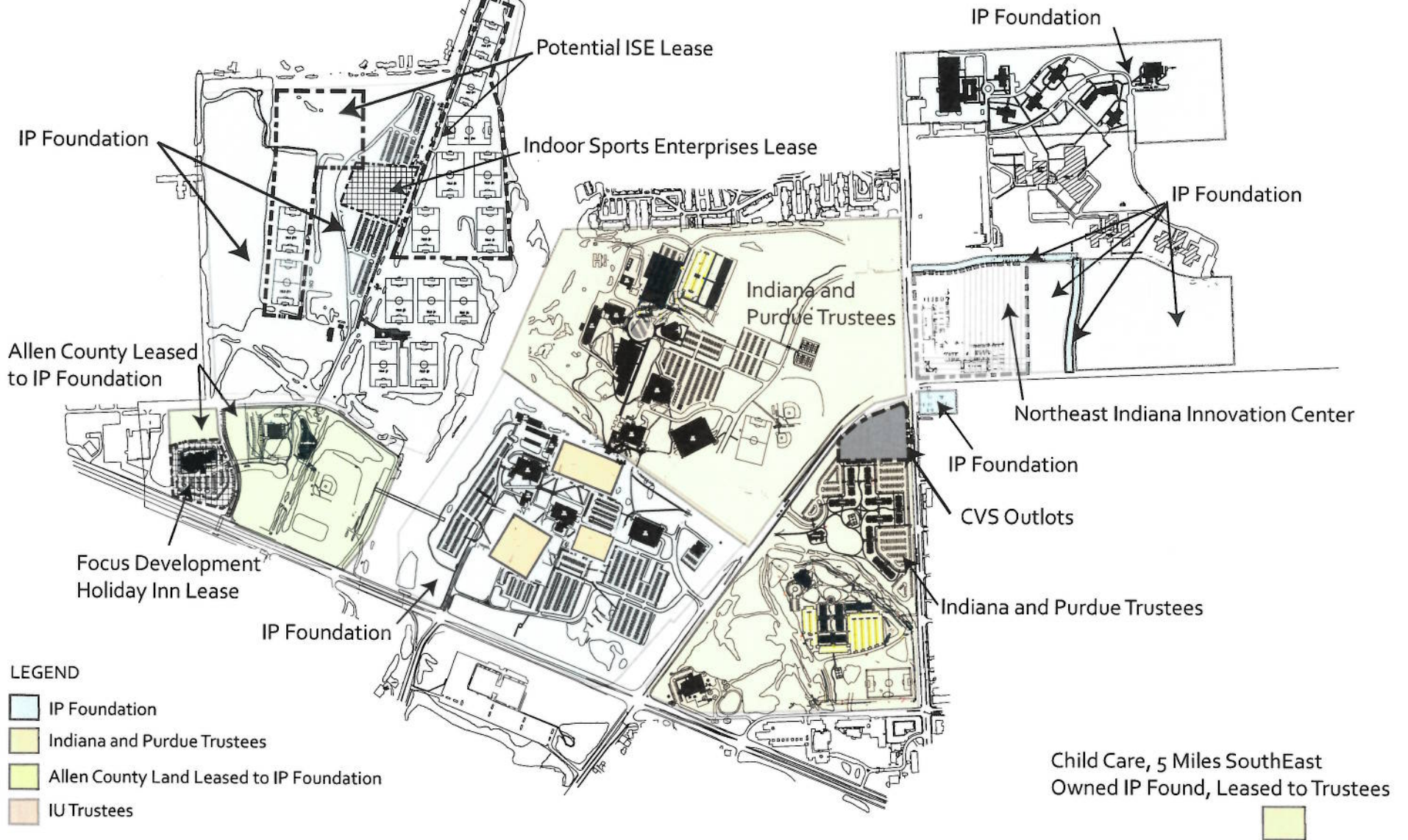
Schedule IV-B

Real Property—Map of Fort Wayne Campus

INDIANA PURDUE FORT WAYNE PROPERTIES OWNERSHIP



Crooked Lake Station
 IU Trustees
 22 Miles Northwest



LEGEND

- IP Foundation
- Indiana and Purdue Trustees
- Allen County Land Leased to IP Foundation
- IU Trustees



Appendix A

Curriculum Offering and Academic Delivery Agreement

APPENDIX A

CURRICULUM OFFERING AND ACADEMIC DELIVERY AGREEMENT

THIS CURRICULUM OFFERING AND ACADEMIC DELIVERY AGREEMENT (the "Agreement") is dated as of the ___ day of _____, 2017 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" or the "Universities," and each individually a "Party" or a "University"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement serves as an Appendix (the "Program Transfer Agreement"); and

WHEREAS, the Parties desire to set forth their mutual understanding with regard to the course offerings and general support that Purdue, as the University having authority and responsibility to control academic missions at the Fort Wayne Campus other than the Indiana Academic Missions, will provide to IU students enrolled at the Fort Wayne Campus during the term hereof;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE IEFFECTIVE DATES AND TERM OF AGREEMENT

- A. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall become effective immediately upon its execution and delivery by the Parties following approval by their respective Boards of Trustees (the "Agreement Effective Date").
- B. **EFFECTIVE DATE OF COURSE OFFERING SERVICES.** Commencing on the Realignment Effective Date, Purdue will offer and provide to IU students enrolled at the Fort Wayne Campus those general education classes, service courses and programs required by such students in order to fulfill their IU degree requirements, all in accordance with the terms and conditions set forth herein.
- C. **TERM.** The initial term of this Agreement shall be four (4) years commencing as of the Agreement Effective Date and shall automatically renew for successive three (3) year terms unless and until one University provides at least two (2) years' advance written notice to the other University of its intention to terminate this Agreement as of the end of the then-current term. The Parties agree that the written notice contemplated by this Section may be exercised by a University only during a notice window of June 1 – June 30 of each year.

ARTICLE II**TERMS AND STRUCTURE OF COURSE OFFERING AND ACADEMIC DELIVERY****A. COURSE OFFERING AND ACADEMIC DELIVERY SERVICES.**

1. Definition of General Education Courses. For purposes of this Agreement, "General Education Courses" shall mean all classes, courses, programs and labs that are not within the domain of an Indiana Academic Mission but that are required to be taken by IU students prior to acceptance into their respective Indiana Academic Mission, together with other courses required for such IU students to meet program requirements but that fall outside the Indiana Academic Missions (collectively, the "General Education Courses").
2. Offering of General Education Courses. During the term of this Agreement, and subject to Section II.B.2.c. hereof, Purdue shall offer, make available and deliver General Education Courses to IU students enrolled at the Fort Wayne Campus, as much as possible using the same instructors, schedule, terms and mode of delivery as those applicable to Purdue students taking such courses.

B. CURRICULUM AND COURSE OFFERING INFORMATION EXCHANGE.**1. Course List and Curriculum Map.**

- a. On a regular basis during the term of this Agreement, and upon request from Purdue, IU shall provide Purdue (i) a list of General Education Courses (including subject codes and course numbers) required for student admission to each Indiana Academic Mission along with a curriculum map setting forth the proposed sequence in which such General Education Courses are to be offered (collectively, the "Course List and Curriculum Map"), (ii) any day and time scheduling requirements IU may have for the offering of the General Education Courses set forth on the Course List and Curriculum Map, and (iii) historical, current and projected student registration data and head counts for each Indiana Academic Mission (the "Student Registration Projections").
- b. The initial Course List and Curriculum Map for each Indiana Academic Mission will be provided to Purdue on or before September 1, 2017. The Parties will update the Course List and Curriculum Map from time to time during the term of this Agreement.
- c. IU shall provide Purdue with its Student Registration Projections on an annual basis and no later than four (4) months prior to the first registration day of each Fall Semester. Purdue shall notify IU within 30 days of its receipt of the Student Registration Projections if it cannot offer any General Education Courses identified in such Student Registration Projection.

2. Course Equivalency, New Program Offerings and Provision of General Education Courses by Indiana University.

- a. IU shall continually review and analyze the General Education Courses offered by Purdue and identify such General Education Courses that will be deemed equivalent to

general education courses required by IU for a student's admission to the relevant Indiana Academic Mission, including IUPUI campus general education requirements. For purposes of such review, Purdue shall make available and provide IU with such course and curriculum information (including subject codes, course numbers and syllabus) necessary to determine course equivalency.

- b. Notwithstanding the Purdue Academic Missions at the Fort Wayne Campus, 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, course sequencing 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, 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.

C. STUDENTS.

1. Academic Records and Transcripts.

- a. Each University shall be responsible for the preparation, management, maintenance and documentation of its respective students' academic records and transcripts as required by each University for the granting of its respective degrees.
- b. With respect to each IU student enrolled in a General Education Course, Purdue shall make available and provide to IU, on a semester-by-semester basis, general information such as grades and student attendance. Notwithstanding the provision of such student information, IU shall be responsible for the preparation of its students' academic records, files and transcripts.

2. Learning Management Systems. While any IU student is registered in a General Education Course offered by Purdue, Purdue shall provide such student with access to and use of Purdue's Blackboard learning management system or such other operating system, online platform or learning management system as may be utilized by Purdue during the term of this Agreement, all in order to permit IU students registered and attending General Education Courses to have the same access to academic content delivery, grades and course syllabus that are offered to Purdue students at the Fort Wayne Campus. Similarly, IU shall provide Purdue students taking courses within an Indiana Academic Mission during the period of the Teach-Out Plans (as defined in the Teach-Out Agreement) with comparable access to the appropriate learning management system(s) maintained by IU for those courses.

3. Academic Integrity and Conduct. Matters of academic misconduct shall be addressed in the manner described in the provisions of the Services Agreement between the Parties that relate to student academic misconduct.
4. Reporting Requirements. Each University shall be responsible for its own reporting arising from National Student Clearinghouse, gainful employment (certificates), Integrated Postsecondary Education Data System (IPEDS) and other reporting for its students enrolled and attending the Fort Wayne Campus; provided, however, that Purdue shall continue to provide enrollment data until May 31, 2021 on eligible students enrolled in an Indiana Academic Mission as of July 1, 2018 who elect to receive a Purdue degree.

D. **ACADEMIC CALENDAR.** Each University acknowledges and agrees that the academic calendar for the Indiana Academic Missions and for the Purdue Academic Missions, each as offered at the Fort Wayne Campus, should match as closely as possible in order to best serve all affected students. The Universities covenant and agree to work together to coordinate the academic calendars applicable to the Indiana Academic Missions and the Purdue Academic Missions, each as offered at the Fort Wayne Campus.

ARTICLE III

CHARGES AND REIMBURSEMENTS

- A. **COURSE OFFERING FEE.** In consideration of Purdue's offering and provision of General Education Courses and related student support services to IU students in accordance with the terms of this Agreement, IU shall pay Purdue as follows:
1. Indiana Residents. For each IU student who is an Indiana resident and enrolled in Purdue General Education Courses in a given semester, IU shall pay Purdue a fee based on (i) the number of General Education Course credit hours taken by that IU student in that semester, and (ii) Purdue's then-current general service tuition and mandatory student fees.
 2. Non-Indiana Residents. For each non-Indiana resident who is an IU student and enrolled in Purdue General Education Courses in a given semester, IU shall pay Purdue a fee based on (i) the number of General Education Course credit hours taken by that IU student in that semester, and (ii) Purdue's then-current general service tuition, non-resident tuition and mandatory student fees.
- B. **ADDITIONAL CREDIT HOUR-BASED FEE.** As additional consideration for Purdue's provision of general support services to ensure a seamless experience for IU students on the Fort Wayne Campus taking courses other than General Education Courses ("IU Upper Level Students"), IU shall pay Purdue a credit hour-based fee (the "Additional Credit Hour-Based Fee") based upon (i) the number of credit hours taken by such IU Upper Level Students in Indiana Academic Missions at the Fort Wayne Campus in a given semester, and (ii) Purdue's then-current allocated student fee rate, which shall be equivalent to Purdue's then-current mandatory student fees. For the avoidance of doubt, the Additional Credit Hour-Based Fee shall be in addition to, and not in lieu of, the Allocated Support Cost fee payable under the

Services Agreement between the Parties, the latter of which is designed to provide cost recovery for an identified set of services on a headcount allocation basis, as opposed to the general support services contemplated by this Section B for which a credit hour basis is used.

C. PROCESS FOR CHARGES AND REIMBURSEMENTS

1. IU shall provide Purdue with credit hour information for all students enrolled in Indiana Academic Mission programs on the Fort Wayne Campus so that Purdue can accurately calculate the Additional Credit Hour-Based Fee described in Article III.B above.
2. All invoices setting forth the Course Offering Fee and Additional Credit Hour-Based Fee shall be issued by Purdue directly to IU on a semester-by-semester basis. IU will pay the amount of such invoices promptly following receipt thereof.
3. Purdue shall invoice IU directly for the Course Offering Fee and shall not be responsible for directly assessing, charging or billing any IU student for the provision of General Education Courses. All tuition and fees associated with an IU student's General Education Courses offered and provided by Purdue at the Fort Wayne Campus shall be assessed, charged and collected from the student directly by IU. In addition, IU will take reasonable efforts to collect tuition and fees from IU students enrolled on the Fort Wayne Campus, it being understood that such collection efforts shall be independent from and shall not affect IU's responsibility for the prompt payment of the fee invoices received directly from Purdue as provided above.
4. IU shall notify Purdue in writing of all invoice disputes with specificity within fifteen (15) days of the invoice date. The Universities will use their best efforts to resolve any disputed items within 30 days of notice of the dispute. Purdue covenants and agrees to maintain detailed information and records arising from all tuition, fees, charges, billings and assessments relating to the calculation of each Course Offering Fee and the Additional Credit Hour-Based Fee charged to IU and shall make such information and records available to IU upon request.

ARTICLE IV

MISCELLANEOUS TERMS AND COVENANTS

The Miscellaneous Terms and Covenants set forth in Article XI of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Curriculum Offering and Academic Delivery Agreement 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

Appendix B

Teach-Out Agreement

APPENDIX B

**TEACH-OUT AGREEMENT
FOR PURDUE UNIVERSITY STUDENTS**

THIS TEACH-OUT AGREEMENT (the "Agreement") is dated as of the ___ day of _____, 2017 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" or the "Universities," and each individually a "Party" or a "University"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement serves as an Appendix (the "Program Transfer Agreement"); and

WHEREAS, the Parties desire to set forth their mutual understanding with regard to various Teach-Out Plans (as defined below) that IU, as the University with responsibility and authority for delivering health sciences programs within the Indiana Academic Mission Areas, will provide to Purdue students who, on the Realignment Effective Date, are enrolled at the Fort Wayne Campus and pursuing a degree in a program described in one of the Teach-Out Plans;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

Notwithstanding the terms and conditions of other Ancillary Agreements entered into between the Parties as of this date, the term of this Agreement shall commence on the Realignment Effective Date and remain in effect until the date upon which the last Purdue student is expected to receive a degree pursuant to this Agreement or three (3) years from July 1, 2018, whichever is later.

ARTICLE II

OBLIGATIONS OF IU

- A. **TEACH-OUT PLANS.** During the term of this Agreement, IU shall:
1. Commencing July 1, 2018, offer and provide to the Purdue students in the cohorts identified in the Teach-Out Plans defined below (the "Purdue Teach-Out Students") those classes, service courses and programs required by such students to meet their Purdue or IU degree requirements, all in accordance with the terms and conditions of this Agreement.
 2. Provide the aforementioned offerings to the Purdue Teach-Out Students in accordance with preliminary descriptions of the plans appended to this Agreement as Attachments A, B, and C (the "Teach-Out Plans"), subject to revision by the Parties as they deem necessary

to better accommodate students and program requirements. Each Purdue Teach-Out Student will be enrolled at, and be considered a student of, the institution indicated in the Teach-Out Plan applicable to such student.

3. Provide the Purdue Teach-Out Students with academic, administrative and student support services customarily provided to applicants and matriculants to comparable programs in the Indiana Academic Missions at the Fort Wayne campus.
4. Provide to the Purdue Teach-Out Students the above-mentioned academic, administrative and student support services in accordance with IU's policies and procedures, subject to timely payment of tuition and fees by such students and in accordance with the applicable Teach-Out Plan.

B. DISCLAIMER. Notwithstanding anything in this Agreement to the contrary, IU expressly does not make any representation or guaranty (1) that any student participating in the Teach-Out Plans will graduate, or graduate on the same schedule or at the same time as had been anticipated by the student, or (2) that the educational program to be made available to such student will be identical to the program in which the student was enrolled at Purdue.

ARTICLE III

OBLIGATIONS OF PURDUE

- A. COLLABORATION.** During the term of this Agreement, Purdue shall:
1. Collaborate with IU to ensure that students subject to the Teach-Out Plans are afforded a seamless academic experience, with the ability to complete the Purdue programs not later the date the last Purdue student receives a degree pursuant to this Agreement or five (5) years from July 1, 2018, whichever is later.
 2. In consultation with IU, schedule opportunities for Purdue students to become familiar with the Teach-Out Plans.
- B. STUDENT RECORDS.** Purdue shall obtain a student records authorization from each Purdue Teach-Out Student permitting the timely transfer of all appropriate records to IU to facilitate the transitions reflected in the Teach-Out Plans. This will include documents certifying that the student is in good academic standing and meets applicable conduct and technical standards, as well as student admission records, academic conduct records and financial records.

ARTICLE IV

DEGREE COMPLETION AND GRADUATION

- A. AWARD OF DEGREES.** Credits earned by Purdue students in accordance with the Teach-Out Plans shall be fully transferrable to IU. IU will, with respect to qualifying Purdue Teach-Out Students, have the authority to make the sole determination as to whether such students have successfully completed the applicable program requirements and met the

applicable degree requirements, including, without limitation, satisfaction of tuition and fee obligations in accordance with IU's policies and procedures as they exist from time to time.

- B. **CERTIFICATION OF ELIGIBILITY FOR DEGREE CONFERRAL.** During the term of this Agreement, IU will certify to Purdue whether a Purdue Teach-Out Student has satisfied the conditions described in Section IV.A. above and is, therefore, eligible to receive a Purdue degree. Upon receipt of certification from IU, Purdue shall award the Purdue degree to such student.

ARTICLE V

CHARGES AND REIMBURSEMENTS

- A. **TUITION DETERMINATION.** Tuition and fees payable by Teach-Out Students shall be determined by Purdue in its sole discretion. Purdue shall pay IU as follows:
1. **Indiana Residents.** For each Purdue Teach-Out Student who is an Indiana resident, Purdue shall pay IU a fee based on (i) the number of credit hours taken by that student in a given semester, and (ii) Purdue's then-current general service tuition and fees, less Purdue's mandatory student fees.
 2. **Non-Indiana Residents.** For each Purdue Teach-Out Student who is not an Indiana resident, Purdue shall pay IU a fee based on (i) the number of credit hours taken by that student in a given semester, and (ii) Purdue's then-current general service tuition, non-resident tuition and fees, less Purdue's mandatory student fees.
- B. **PROCESS FOR CHARGES AND PAYMENTS.** IU shall invoice Purdue directly on a semester-by-semester basis and shall not be responsible for directly assessing, charging or billing any Purdue Teach-Out Student for the provision of the IU courses taught by IU faculty pursuant to the Teach-Out Plans. Purdue will pay the amount of each such invoice promptly following receipt thereof. All tuition and fees associated with a Purdue Teach-Out Student's courses offered and provided by IU at the Fort Wayne Campus shall be assessed, charged, and collected from the student directly by Purdue. In addition, Purdue will take reasonable efforts to collect such tuition and fees, it being understood that such collection efforts shall be independent from and shall not affect Purdue's responsibility for the prompt payment of the fee invoices received directly from IU as provided above.
- C. **PAYMENT SATISFACTION REQUIRED.** Students who have not satisfied all financial obligations for prior terms, with the exception of de minimis amounts owed, as of the start of any subsequent term will not be permitted to enroll in a course covered by a Teach-Out Plan for the subsequent term without the consent of IU.

ARTICLE VI

POLICIES AND PROCEDURES

- A. **ACADEMIC POLICES AND PROCEDURES.** Students participating in any of the Teach-Out Plans shall be subject to IU academic policies and procedures throughout the term of this Agreement.
- B. **MODIFICATION.** Notwithstanding any other provision of this Agreement, IU may reasonably modify its policies and procedures as applied to Purdue Teach-Out Students if IU determines that the policies and procedures cannot be implemented in accordance the Teach-Out Plans.

ARTICLE VII

MISCELLANEOUS TERMS AND COVENANTS

The Miscellaneous Terms and Covenants set forth in Article XI of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Teach-Out Agreement 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

ATTACHMENTS

Attachment A: RN Teach-In/Teach-Out Plan/RN to BSN Transition Plan

Attachment B: BS Medical Imaging Teach-In/Teach-Out Plan

Attachment C: Dental Education Teach-In/Teach-Out Plan

Attachment A to the Teach-In/Teach-Out Agreement, Page 1

Transition from IPFW Nursing to IU Fort Wayne Nursing: Teach Out and Teach In Plan Accepted by each Program in Nursing April 14, 2016													
Admitted term to the University in pre-programs and transition to nursing degree													
	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022
Purdue Nursing	IPFW GEN ED REQUIREMENTS Sem 1 PU	IPFW GEN ED REQUIREMENTS Sem 2 PU	IPFW Nursing Program Sem 3 PU	IPFW Nursing Program Sem 4 PU	IPFW Nursing Program Sem 5 PU	IPFW Nursing Program Sem 6 PU	IPFW Nursing Program Sem 7 PU	IPFW Nursing Program Sem 8 PU					
Purdue Nursing		IPFW GEN ED REQUIREMENTS Sem 1 PU	IPFW GEN ED REQUIREMENTS Sem 2 PU	IPFW Nursing Program Sem 3 PU	IPFW Nursing Program Sem 4 PU	IPFW Nursing Program Sem 5 PU	IPFW Nursing Program Sem 6 PU	IPFW Nursing Program Sem 7 PU	IPFW Nursing Program Sem 8 PU				
Purdue Nursing			IPFW GEN ED REQUIREMENTS Sem 1 PU	IPFW GEN ED REQUIREMENTS Sem 2 PU	IPFW Nursing Program Sem 3 PU	IPFW Nursing Program Sem 4 PU	IPFW Nursing Program Sem 5 PU	IPFW Nursing Program Sem 6 PU	IPFW Nursing Program Sem 7 PU	IPFW Nursing Program Sem 8 PU			
IU Nursing				IU GEN ED (IPFW students) Sem 1 PU	IU GEN ED (IPFW students) Sem 2 PU	IU Nursing Program Sem 3 IU ***	IU Nursing Program Sem 4 IU	IU Nursing Program Sem 5 IU	IU Nursing Program Sem 6 IU	IU Nursing Program Sem 7 IU	IU Nursing Program Sem 8 IU		
IU Nursing					IU GEN ED (IPFW students) Sem 1 PU	IU GEN ED (IPFW students) Sem 2 PU	IU Nursing Program Sem 3 IU	IU Nursing Program Sem 4 IU	IU Nursing Program Sem 5 IU	IU Nursing Program Sem 6 IU	IU Nursing Program Sem 7 IU	IU Nursing Program Sem 8 IU	
IU Nursing						IU GEN ED IU Students Sem 1 IU	IU GEN ED IU Students Sem 2 IU	IU Nursing Program Sem 3 IU	IU Nursing Program Sem 4 IU	IU Nursing Program Sem 5 IU	IU Nursing Program Sem 6 IU	IU Nursing Program Sem 7 IU	IU Nursing Program Sem 8 IU

Notes:

Nursing students take two semesters of credits in pre-programs before being considered for admission to the nursing program

***Students admitted to IPFW in nursing pre-programs in fall 2017 will transfer to the IU Nursing Program if accepted in the program and will start in fall 2018

Starting in fall 2018, all new students in pre-programs will be admitted to Indiana University

Attachment to the Teach-In/Teach-Out Agreement, Page 2

RN TO BSN Transition from IPFW Nursing to IU Fort Wayne Nursing													
	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022
Purdue Nursing				IPFW RN to BSN Nursing * PU	IPFW RN to BSN Nursing PU	IPFW RN to BSN Nursing PU							
IU Nursing				IU GEN ED <i>at IPFW</i> In preparation for IU RN to BSN Consortium PU	IU GEN ED <i>At IPFW</i> in preparation for IU RN to BSN Consortium PU	IU RN to BSN Consortium Offered ** IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU	IU RN to BSN Consortium Offered IU

*the Purdue RN to BSN is an online program with a flexible degree plan. Currently new students are not being admitted into this plan. Current FW students may continue to take courses toward the Purdue degree through Fall 2018. Students can easily transfer to IU after this if there are any remaining students.

**IU RN TO BSN Students complete a flexible plan of study that allows degree completion in 12-24 months. Students at FW may begin to take these nursing courses through IU FW Fall 2018. They may begin to fulfill any needed general education beginning fall 2017.

Attachment A to the Teach-In/Teach-Out Agreement, Page 3

MSN Transition from IPFW Nursing to IU Fort Wayne Nursing: Teach Out and Teach In Plan													
Teach in and Teach out plan for MSN program—all program tracks													
	Spring 2016	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022
Purdue Nursing MSN				IPFW MSN PU	IPFW MSN PU	IPFW MSN PU	IPFW MSN PU	IPFW MSN PU	IPFW MSN* PU				
IU Nursing						IU Nursing MSN**	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN		
IU Nursing								IU Nursing MSN	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN	IU Nursing MSN

*This is the last semester of IPFW MSN course offerings. Consult with advisor regarding which courses are offered each semester. Students admitted fall 2017 who will require longer than 6 semesters to complete the degree will be assisted to transfer to IU FW.

**MSN admission at IU FW is one time per year, in the fall. The first cohort will be admitted Fall 2018.

Attachment B to the Teach-In/Teach-Out Agreement

IPFW Realignment-Indiana University Medical Imaging: Systems Overview

Purdue Systems IU Systems

Medical Imaging

	Fall 2016	Spring 2017	Fall 2017	Spring 2018	Summer 2017	Fall 2018	Spring 2019	Summer 2019	Fall 2019	Spring 2020	Summer 2020	Fall 2020	Spring 2021	Summer 2021	Fall 2021	Spring 2022
Fall 2016 Admit to University-IPFW	IPFW Gen Ed requir-Sem 1	IPFW Gen Ed requir-Sem 2	IPFW Imaging-Sem 3	IPFW Imaging-Sem 4	IPFW Imaging-Sem 5	IPFW Imaging-Sem 6	IPFW Imaging-Sem 7	IPFW Imaging-Sem 8	IPFW Imaging-Sem 9	IPFW Imaging-Sem 10						
Fall 2017 Admit to University-IPFW*			IPFW Gen Ed requir-Sem 1	IPFW Gen Ed requir-Sem 2	No requirements	IU Imaging-Sem 3	IU Imaging-Sem 4	IU Imaging-Sem 5	IU Imaging-Sem 6	IU Imaging-Sem 7	IU Imaging-Sem 8	IU Imaging-Sem 9	IU Imaging-Sem 10			
Fall 2018 Admit to University-IU						IU Gen Ed requir-Sem 1 (Taken at IPFW)	IU Gen Ed requir-Sem 2 (Taken at IPFW)	No requirements	IU Imaging-Sem 3	IU Imaging-Sem 4	IU Imaging-Sem 5	IU Imaging-Sem 6	IU Imaging-Sem 7	IU Imaging-Sem 8	IU Imaging-Sem 9	IU Imaging-Sem 10

* Students starting at IPFW in fall 2017 will transfer to IU systems for the Fall 2018 semester
 Students admitted to Medical imaging prior to Fall 2016 will continue in Purdue systems
 Student are only accepted in the program in the fall

Attachment C to the Teach-In/Teach-Out Agreement

IPFW Realignment-Indiana University Dental Education : Systems Overview

All three degrees will remain IU degrees

Purdue Systems IU Systems

Dental Hygiene

	<u>Fall 2016</u>	<u>Spring 2017</u>	<u>Fall 2017</u>	<u>Spring 2018</u>	<u>Fall 2018</u>	<u>Spring 2019</u>	<u>Fall 2019</u>	<u>Spring 2020</u>	<u>Fall 2020</u>	<u>Spring 2021</u>	<u>Fall 2021</u>	<u>Spring 2022</u>
Fall 2016 Admit to University-IPFW	IPFW Gen Ed requir-Sem 1	IPFW Gen Ed requir-Sem 2	IPFW Dental Hygiene-Sem 3	IPFW Dental Hygiene-Sem 4	IPFW Dental Hygiene-Sem 5	IPFW Dental Hygiene-Sem 6	IPFW Dental Hygiene-Sem 7	IPFW Dental Hygiene-Sem 8				
Fall 2017 Admit to University-IPFW*			IPFW Gen Ed requir-Sem 1	IPFW Gen Ed requir-Sem 2	IU Dental Hygiene-Sem 3	IU Dental Hygiene-Sem 4	IU Dental Hygiene-Sem 5	IU Dental Hygiene-Sem 6	IU Dental Hygiene-Sem 7	IU Dental Hygiene-Sem 8		
Fall 2018 Admit to University-IU					IU Gen Ed requir-Sem 1 (Taken at IPFW)	IU Gen Ed requir-Sem 2 (Taken at IPFW)	IU Dental Hygiene-Sem 3	IU Dental Hygiene-Sem 4	IU Dental Hygiene-Sem 5	IU Dental Hygiene-Sem 6	IU Dental Hygiene-Sem 7	IU Dental Hygiene-Sem 8

Dental Laboratory Technology

	<u>Fall 2016</u>	<u>Spring 2017</u>	<u>Fall 2017</u>	<u>Spring 2018</u>	<u>Fall 2018</u>	<u>Spring 2019</u>	<u>Fall 2019</u>	<u>Spring 2020</u>	<u>Fall 2020</u>	<u>Spring 2021</u>	<u>Fall 2021</u>	<u>Spring 2022</u>
Fall 2016 Admit to University-IPFW	IPFW Gen Ed requir-Sem 1	IPFW Lab Tech Sem 2	IPFW Lab Tech Sem 3	IPFW Lab Tech Sem 4	IPFW Lab Tech Sem 5							
Fall 2017 Admit to University-IPFW*			IPFW Gen Ed requir-Sem 1	IPFW Lab Tech Sem 2	IU Lab Tech Sem 3	IU Lab Tech Sem 4	IU Lab Tech Sem 5					
Fall 2018 Admit to University-IU					IU Gen Ed requir-Sem 1 (Taken at IPFW)	IU Lab Tech Sem 2	IU Lab Tech Sem 3	IU Lab Tech Sem 4	IU Lab Tech Sem 5			

Dental Assisting

	<u>Fall 2016</u>	<u>Spring 2017</u>	<u>Summer 2017</u>	<u>Fall 2017</u>	<u>Spring 2018</u>	<u>Summer 2018</u>	<u>Fall 2018</u>	<u>Spring 2019</u>	<u>Summer 2019</u>	<u>Fall 2019</u>	<u>Spring 2020</u>	<u>Summer 2020</u>
Fall 2016 Admit to University-IPFW	IPFW Gen Ed requir-Sem 1	IPFW Dental Assisting-Sem 2	IPFW Dental Assisting-Sem 3	IPFW Dental Assisting-Sem 4	IPFW Dental Assisting-Sem 5							
Fall 2017 Admit to University-IPFW*				IPFW Gen Ed requir-Sem 1	IPFW Dental Assisting-Sem 2	IPFW Dental Assisting-Sem 3	IPFW Dental Assisting-Sem 4	IPFW Dental Assisting-Sem 5				
Fall 2018 Admit to University-IU							IU Gen Ed requir-Sem 1 (Taken at IPFW)	IU Dental Assisting-Sem 2	IU Dental Assisting-Sem 3	IU Dental Assisting-Sem 4	IU Dental Assisting-Sem 5	

Assumes students are only accepted in the fall

* Students starting at IPFW in fall 2017 will transfer to IU systems for the Fall 2018 semester

Appendix C

Student, Faculty and Staff Services Agreement

APPENDIX C

STUDENT, FACULTY AND STAFF SERVICES AGREEMENT

THIS STUDENT, FACULTY AND STAFF SERVICES AGREEMENT (the "Agreement") is dated as of the 1st day of July, 2017 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" or the "Universities," and each individually a "Party" or a "University"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement is an Appendix (the "Program Transfer Agreement"); and

WHEREAS, the Parties desire to set forth their mutual understanding with regard to the services that Purdue, as the University having authority and responsibility to manage and operate the Fort Wayne Campus, will provide to students, faculty and staff associated with the Indiana Academic Missions on the Fort Wayne Campus during the term hereof;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I

STUDENT, FACULTY AND STAFF SERVICES

A. STUDENT HOUSING.

1. Access to Student Housing. IU students enrolled at the Fort Wayne Campus shall have access to and the ability to utilize the Waterfield Student Housing Campus and any other student housing available to Purdue students on the same terms, conditions, costs, registration requirements, priority system and other criteria offered and made available to Purdue students.
2. Rules and Discipline. IU students utilizing Fort Wayne Campus housing accommodations shall be subject to the same disciplinary rules, management, and restrictions as Purdue students.

B. PARKING.

1. Parking Passes and Access. Purdue and IU students, faculty and staff enrolled or employed at the Fort Wayne Campus will have access to the parking lots and parking garages on the same terms, conditions and criteria.
2. Parking Rules. Purdue and IU students, faculty and staff utilizing such parking lots and garages shall be subject to the same rules, management, restrictions and registration criteria.

C. LIBRARY SERVICES

1. Access to Library. Purdue and IU students, faculty and staff enrolled or employed at the Fort Wayne Campus shall have access to and the ability to utilize the library located on the Fort Wayne Campus.
2. Access to IU Electronic Health Science Resources. IU shall manage access to electronic resources available for teaching, learning, research, scholarship and other activities in the Indiana Academic Missions.
3. Library Rules. Purdue and IU students, faculty and staff utilizing the Fort Wayne Campus' library shall be subject to the same rules, management, restrictions and registration criteria.

D. INFORMATION TECHNOLOGY

1. General Access. Purdue and IU students, faculty and staff enrolled or employed at the Fort Wayne Campus shall have access to and the ability to utilize the computer labs and related technology located on the Fort Wayne Campus on the same terms, conditions and criteria.
2. Server Management. IU will provide, through Clinical Affairs Information Technology Services (CAITS), server management, end user device management, help desk, application development and other services to IU faculty, staff, and students.

E. HEALTH, WELLNESS AND COUNSELING.

1. Student Health, Wellness and Counseling Services. Purdue and IU students enrolled at the Fort Wayne Campus shall have access to and the ability to utilize the health, wellness and counseling services on the same terms, conditions and criteria. Such health and wellness services shall include use of fitness facilities and access to the Center for Healthy Living.
2. Faculty and Staff Health and Wellness Services. Purdue and IU faculty and staff employed at the Fort Wayne Campus shall have access to and the ability to utilize the health and wellness services on the same terms, conditions and criteria. Such health and wellness services shall include fitness facilities and access to the Center for Healthy Living.
3. Student Information. Subject to requirements of HIPAA, FERPA, or any other applicable law, Purdue shall notify and provide the necessary IU student information to any third-party provider authorized to offer and deliver health, wellness and counseling services to students at the Fort Wayne Campus for the purposes of permitting IU students to utilize such services.

- F. **CAMPUS BOOKSTORE.** Purdue will maintain its bookstore contract with a vendor for the operation of a bookstore on the Fort Wayne Campus. Notwithstanding the services and activities offered by Purdue to IU students under this Agreement, Purdue shall not be required

to amend its contract to provide any textbooks, supplies, technology, apparel or accessories specific to any IU-delivered course, program, degree or department within the Indiana Academic Missions. In the event IU requires a bookstore presence on the Fort Wayne Campus, IU shall make its own arrangements with the bookstore vendor for the Fort Wayne Campus in a manner consistent with terms of the underlying contract with such vendor.

G. ATHLETIC EVENTS; RECREATIONAL AND TRAINING ACTIVITIES. Purdue and IU students, faculty and staff enrolled or employed at the Fort Wayne Campus will have access to and the ability to attend athletic events and to participate in campus-wide events and other recreational activities on the same terms, conditions and criteria.

H. CAREER SERVICES AND TUTORING

1. Services. Neither University will be required to provide or offer career services or college representatives to the other University's students. Purdue agrees to make available and provide General Education Course (as defined in the Curriculum Agreement) tutoring services to IU students enrolled at the Fort Wayne Campus.
2. Student Information. While each University will not be required to provide students of the other University with career services, the Universities agree to make any general information and materials regarding career services or career counseling available to all students.

I. STUDENT DISABILITY SERVICES.

1. Student Accommodations. The determination of whether student accommodations shall be provided to an IU student enrolled in General Education Courses (as defined in the Curriculum Agreement) at the Fort Wayne Campus shall be determined jointly by the appropriate IU and Purdue offices. In the event it is jointly determined that such student accommodations are necessary, Purdue shall be the University to provide and deliver such student accommodations.
2. Support to Respond to Complaint. In the event of a complaint or grievance by an IU student pertaining to the provision of student accommodations by Purdue, IU agrees to provide information, support and cooperation to Purdue in responding to such complaint and/or grievance.

J. STUDENT ADMINISTRATIVE SERVICES.

1. Purdue Student Registration. Students who enroll at the Fort Wayne Campus in a major, degree or program within a Purdue Academic Mission will register with Purdue and be admitted as Purdue students using the admission standards of Purdue.
2. IU Student Registration. Students who enroll at the Fort Wayne Campus in a major, degree or program within an Indiana Academic Mission will register with IU and be admitted as IU students using the admission standards determined by IUPUI. Notwithstanding Purdue's offering of General Education Courses (as defined in the Curriculum Agreement) to IU students at the Fort Wayne Campus, IU students shall

register for such General Education Courses directly with IU, and the General Education Course offerings shall be loaded into the IU student course registration platform or student system by IU.

3. Availability of Seats for General Education Classes. For IU student registration, Purdue shall provide a sufficient number of course seats within the General Education Courses offered by Purdue. The parties will maintain regular communication before and during registration periods to assure that Purdue has timely access to student projections, data and curriculum maps for assigning and scheduling courses and sections.
4. Student Orientation, Advising and Registration Activities. IU and Purdue covenant and agree to cooperate with respect to the planning, scheduling and conducting of advising, registration and student orientation programs offered at the Fort Wayne Campus, subject to the following and Section C of Article V below.
 - a. With regard to orientation, it is agreed that IU may offer and conduct orientation programs exclusively for students enrolled in Indiana Academic Missions on the Fort Wayne Campus; provided, however, that to the extent such students will enroll in General Education Courses (as defined in the Curriculum Agreement), IU will also require such students to attend Purdue's Advising and Registration days ("A&R" days) along with any New Student Orientation programs ("NSO") conducted by Purdue on the Fort Wayne Campus. A&R days and NSO will be offered to Purdue and IU students on the same terms, conditions, costs and criteria.
 - b. With regard to advising and registration, and without limiting the generality of the first sentence of this Section J.4, each University may in its discretion provide such registration and student advising services as it deems appropriate for students enrolled in programs within its academic missions on the Fort Wayne Campus.
5. Student Recruitment and Admission. Purdue and IU will each conduct and administer its own student recruiting, application and acceptance processes, student transfer procedures, course and degree compliance requirements, and ancillary academic advisory services with respect to their separate academic missions on the Fort Wayne Campus.

K. STUDENT LIFE, ACTIVITIES, AND ORGANIZATIONS

1. Student Life. IU students enrolled at the Fort Wayne Campus shall have access to and the ability to join and participate in all student life and leadership organizations, associations, groups, clubs and societies on the same terms, conditions and criteria offered and made available to Purdue students; provided, however, in the event any such group, club or society (such as a fraternity or sorority) is organized and administered by a third-party, such participation by IU students shall be subject to the charter, rules, registration requirements and participation criteria of such third-party.
2. Fees for Activities. IU students participating in any such student life and leadership activity shall be subject to and pay the same activity fee charged and paid by participating Purdue students.
3. Athletic Events and Intramurals. With the exception that IU students will not be able to

- participate in Division I athletic programs at the Fort Wayne Campus, students from each University enrolled at the Fort Wayne Campus shall have access to and the ability to join, and participate in athletic events, recreational activities and intramural sports all on the same terms and conditions.
- L. **ROTC PROGRAM.** IU shall be responsible for entering into a crosstown partnership agreement with the Army ROTC detachment at Ball State University to accommodate IU students who wish to enter in the ROTC program at Fort Wayne.
- M. **VETERAN'S SERVICES.** Each University shall be responsible for obtaining any approvals for its programs by the Indiana State Approving Agency for the GI Bill as well as any necessary approvals needed for military education benefits. Each University shall be responsible for all GI Bill processing for its eligible students enrolled at the Fort Wayne campus. IU and Purdue agree to cooperate to ensure that GI Bill-eligible IU students taking Purdue General Education Courses (as defined in the Curriculum Agreement) are certified for their GI Bill benefits in accordance with 38 CFR 21.4252(i)(2). Each University shall be responsible for recruiting, hiring, and training the point(s) of contact for its veteran, activity military or other GI Bill-eligible students. In connection with performing its obligations under the Teach-Out Agreement, Purdue shall be responsible for maintaining, certifying and advising current GI Bill-eligible IU students enrolled at the Fort Wayne Campus until the last eligible students graduate or June 30, 2023, whichever is later.
- N. **21ST CENTURY SCHOLARS PROGRAM.** Each University will provide support and counseling for its 21st Century Scholars students at the Fort Wayne Campus starting in Fall 2018.
- O. **FEDERAL TRIO PROGRAMS.** The existing Trio program in effect at the Fort Wayne Campus (the "Existing Trio Grant") will continue to include students pursuing their degrees through Purdue until June 2021. Given that IU students enrolled at the Fort Wayne Campus in fall 2018 will not be covered by the Existing Trio Grant, IU will be responsible for pursuing a separate Trio grant for IU students enrolled at the Fort Wayne Campus on the Realignment Effective Date.
- P. **HUMAN RESOURCES.** Purdue and IU will each provide Human Resources services to their respective faculty and staff in accordance with their respective policies as they may exist from time-to-time. The Parties may elect to collaborate, on a case-by-case basis, on single-source employee training to the extent that it meets each University's requirements.
- Q. **EMPLOYMENT-BASED VISA/PERMANENT RESIDENT SERVICES.** IU will be responsible for immigration services for employees transferred to IU beginning on July 1, 2018. The Parties will agree on a plan to transfer sponsorship of such employees to IU.
- R. **MAINTENANCE/TRANSFER OF PERSONNEL RECORDS.** IU and Purdue shall cooperate to ensure compliance with all legal recordkeeping requirements of both Universities and will cooperate to promote efficient continuity of operations.

ARTICLE II

FINANCIAL AID

- A. **FINANCIAL AID PROCESSING.** Each University shall be responsible for all financial aid processing for its students attending the Fort Wayne Campus, including all federal, state, and institutional-regulatory requirements.
- B. **CONSORTIUM AGREEMENT.** A consortium agreement between IU and Purdue shall be executed to recognize the responsibilities of the home and host institutions for financial aid purposes. If necessary, a consortium agreement will also be entered into between IUPUI and Purdue University Fort Wayne to recognize a student's registration at each institution for financial aid purposes.
- C. **PARTICIPATION AGREEMENT.** The IUPUI Program Participation Agreement (related to Department of Education financial aid) will be modified to recognize the Fort Wayne campus as a branch with its own TG number and to include gainful employment certificate programs at the Fort Wayne Campus. The Parties will cooperate to amend the Participation Agreement as necessary to reflect the change in name.

ARTICLE III

EXCHANGE OF AND ACCESS TO STUDENT INFORMATION

- A. **SHARING OF INFORMATION.** In order to verify and authenticate an IU student's ability to receive and participate in the student services and activities offered by Purdue at the Fort Wayne Campus, IU shall share, provide and make available, on a semester-by-semester basis, the name and other relevant information for each IU student attending classes at the Fort Wayne Campus. Such student information exchange shall include the data fields and categorizations reasonably required by Purdue to verify and authenticate such student.
- B. **SYNCHRONIZING OF NETWORK AND INFORMATION.** During the term of the Agreement, IU and Purdue covenant and agree to adapt and, to the extent required, sync their computer networks and information technology systems to permit the exchange of student information and data required to verify and authenticate each IU student attending the Fort Wayne Campus.
- C. **IDENTIFICATION CARDS.** Purdue shall issue to IU students enrolled at the Fort Wayne Campus such student identification cards, campus cards or other documentation as may be required for participation in services and activities, in each case consistent with the manner in which Purdue customarily issues such items to Purdue students on the Fort Wayne Campus.

ARTICLE IVSTUDENT CONDUCT

- A. **CODE OF CONDUCT.** IU students enrolled at the Fort Wayne campus will be subject to IU's policies and procedures, including the Indiana University Code of Student Rights, Responsibilities, & Conduct, the IU Sexual Misconduct policy, as well as IUPUI disciplinary procedures, which will be administered and adjudicated by IU.
- B. **SEXUAL MISCONDUCT.** Regarding all misconduct subject to the IU Sexual Misconduct Policy, the existing Memorandum of Understanding between Purdue and IU dated August 8, 2015 shall apply.
- C. **ACADEMIC MISCONDUCT.** Determinations of academic misconduct shall be the responsibility of the faculty member for the particular course in which the misconduct is alleged to have occurred. The determination of academic misconduct and any course-level sanctions shall be determined by the faculty member in accordance with the procedures of that faculty member's institution. Additionally, instances of academic misconduct will be reported to the student's home institution, which may implement additional sanctions in accordance with institutional procedures.
- D. **MISCONDUCT BY IU STUDENTS RELATED TO PURDUE SERVICES.** With the exception of Sexual Misconduct as described in Section B above, misconduct by an IU student that relates to services offered by Purdue (including, but not limited to, activity in residence halls, recreational facilities, or athletic events) may be addressed by Purdue in accordance with Purdue's rules, policies, and procedures. Purdue may impose sanctions on an IU student up to and including Purdue's suspension or termination of services to the IU student. Purdue may not suspend or expel an IU student from enrollment with IU in an Indiana Academic Mission, but IU reserves the right to impose additional sanctions on such a student in response to an incident of misconduct.
- E. **AVOIDANCE OF DUPLICATIVE DISCIPLINARY PROCESSES.** When applicable and to the greatest extent possible, the Deans of Students of each institution will collaborate in order to ensure that disciplinary actions are carried out efficiently and do not result in duplicative processes.

ARTICLE VINTERNATIONAL STUDENTS AND STUDIES

- A. **INTERNATIONAL STUDENT ADMISSIONS.** IU's English proficiency requirements for admission will be set at a level designed to enable students to successfully complete General Education courses offered by Purdue.
- B. **STUDENT VISA SERVICES/I-20 ISSUANCE.** IU is responsible for immigration and student visa services for IU students at the Fort Wayne Campus. IU will take such actions as are necessary to obtain approval from the United States Department of Homeland Security (DHS) to add the Fort Wayne Campus as an instructional site, including by addressing

applicable requirements for program accreditation and DHS adjudication.

- C. **NEW INTERNATIONAL STUDENT ORIENTATION.** IU international students will be invited to participate in all elements of the international student orientation conducted by Purdue on the Fort Wayne Campus, except for immigration/visa related orientation, which will be provided by IU.
- D. **MANDATORY HEALTH INSURANCE COVERAGE FOR INTERNATIONAL STUDENTS.** IU will be responsible for providing its mandatory health insurance program to IU international students at the Fort Wayne Campus. The student health center operated by Purdue at the Fort Wayne Campus will assist in filing claims for various insurance providers.
- E. **OPPORTUNITIES TO STUDY ABROAD.** Except as otherwise provided below, Purdue will make available to IU students enrolled at the Fort Wayne Campus the opportunity to participate in designated Purdue Fort Wayne study abroad opportunities on a space-available basis, it being understood that IU students will also be able to access study abroad program offerings available through IUPUI and across IU. For the avoidance of doubt, IU students enrolled at the Fort Wayne Campus will not be eligible to participate in study abroad programs arranged by Purdue Fort Wayne with various third-party providers through the International Student Exchange Program (ISEP).

ARTICLE VI

COST OF SERVICES; PAYMENT

- A. **ALLOCATED SUPPORT COST.** In consideration of the services and access provided by Purdue hereunder for the benefit of students, faculty and staff associated with the Indiana Academic Missions on the Fort Wayne Campus, IU shall pay Purdue, in two installments each year as provided below, a fee equal to the Allocated Support Cost attributable to such services.

For purposes of this Agreement, the amount of "Allocated Support Cost" will be determined in the manner depicted in Schedule VI-A, which illustrates the methodology for determining the initial Allocated Support Cost hereunder. Such methodology will take into account:

1. the headcount of IU students taking courses other than General Education Courses on the Fort Wayne Campus and the faculty and staff working in the Indiana Academic Missions on the Fort Wayne Campus in a given year;
2. an allocation ratio determined by calculating the foregoing headcount as a percentage of the overall headcount of all faculty, staff and students in both the Purdue Academic Missions and the Indiana Academic Missions on the Fort Wayne Campus in that year (the "IU Allocable Share");
3. the aggregate expenditures incurred by Purdue in providing student support, student life, library and information technology services hereunder (net of, in the latter case, IT costs funded by mandatory student technology fees) (the "Total Incurred Costs");
4. the IU Allocable Share of the Total Incurred Costs;
5. a 10% overhead charge on the amount determined pursuant to Section A.4 immediately

above; and

6. for the initial year only, a further adjustment to ensure that the sum of (a) the Allocated Support Cost and (b) other amounts received by Purdue under the Curriculum Agreement and the Lease Agreement in that year does not exceed Purdue's maximum cost recovery for that year as agreed by the Parties when entering into the Program Transfer Agreement.

B. AMOUNT; ADJUSTMENTS. Based on the methodology described in Section VI.A., the initial amount of Allocated Support Cost will be \$576,000 for the period beginning July 1, 2018 and ending June 30, 2019 (the "Base Allocated Support Cost").

1. Starting in calendar year 2019, the annual Allocated Support Cost rate will be reviewed and adjusted by the Parties on or before March 31 of each year, to be effective in the ensuing fiscal year starting July 1. In conducting such review and making such adjustments:

- (a) the Parties will use prior fiscal year data, the information provided by Purdue to IU pursuant to Section IV.E below, an assessment of changes in enrollment and staffing levels in the Parties' respective academic missions on the Fort Wayne Campus, and any agreed upon changes in the allocation of responsibilities between them for providing the access and services covered by this Agreement in a manner that impacts Purdue's Total Incurred Costs (it being agreed that, for the first five years of the term of this Agreement, the Allocated Support Cost will be at least equal to the Base Allocated Support Cost, subject to further adjustment as described in subsection B.1.(b) below); and
- (b) after giving effect to the adjustments described in subsection B.1(a) above, the Parties will give effect to an incremental inflationary increase in the prior year's Allocated Support Cost (to be effective in the ensuing fiscal year) equal to the lesser of (a) the increase in the June Midwest All Consumer Price Index over the past fiscal year, or (b) the increase, if any, in tuition and fee levels charged by Purdue over the past fiscal year.

2. On or before March 31 in the fifth year of the term of this Agreement (and every five years thereafter while this Agreement remains in effect), the Parties will cooperate and negotiate in good faith to conduct a comprehensive review of the (i) then-current allocation of responsibilities between the Parties for providing the access and services covered by this Agreement, (ii) the Total Incurred Costs associated with providing such access and services, and (iii) the other components of the methodology described in this Article VI, all in a manner to ensure the reasonableness and fairness of the Allocated Support Cost being charged to IU for the access and services being provided hereunder.

C. PAYMENT. IU will pay Purdue the Allocated Support Cost in two equal installments each year, the first within thirty (30) days following the beginning of the Fall Semester, and the second within thirty (30) days following the beginning of the Spring Semester.

- D. **IU DIRECT CHARGES AND PAYMENTS.** Purdue shall not be responsible for directly assessing, charging or billing any individual IU student for the provision of student services provided hereunder. All such fees and charges arising from an IU student's participation in student services and activities offered and provided by Purdue at the Fort Wayne Campus shall be assessed, charged and collected directly by IU.
- E. **ALLOCATED SUPPORT COST CALCULATION.** As soon as practicable after the beginning of each spring academic semester, Purdue shall provide IU with a detailed calculation of the Allocated Support Cost proposed to be charged for the services in the next succeeding academic year based on the methodology described in this Article VI and the Total Incurred Costs expected to be incurred by Purdue in the next fiscal year based on then-current assumptions, together with such supporting information and records as IU may reasonably request.

ARTICLE VII

TERM; MISCELLANEOUS TERMS AND COVENANTS

- A. **TERM.** The initial term of this Agreement shall be three (3) years commencing as of July 1, 2018 and shall automatically renew for successive three (3) year terms unless and until one University provides at least two (2) years' advance written notice to the other University of its intention to terminate this Agreement as of the end of the then-current term. The Parties agree that the written notice contemplated by this Section may only be exercised by a University only during a notice window of June 1 – June 30 of each year.
- B. **MISCELLANEOUS TERMS AND COVENANTS.** The Miscellaneous Terms and Covenants set forth in Article XI of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Student Services Agreement 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

Schedule VI-A

Illustration of Allocated Support Cost Calculation

Schedule VI-A Allocated Support Cost

FY 16 Student, Faculty & Staff Headcounts

Student	Nursing, Dental, Imaging Major	Other	Total
2016 Credit Hours	14,995	210,195	225,190
2016 Headcount	1,188	8,100	9,288
2016 Credit Hours	6.7%	93%	100%
2016 Headcount	12.8% (Note A)	87%	100%

Workforce (source IPFW HR as of 6/30/16)	Nursing, Dental, Imaging Major	Other	Total
Headcount	106	1,422	1,528
% of the Workforce	6.9%	93.1%	100.0%

Combined Student, Faculty & Staff Headcount			
	700	10,116	10,816
% of Combined Total	6.5%	93.5%	100.0%

FY 16 IPFW General Fund Student Faculty and Staff Services Support Expenditures

Key Support Service	Major Area Name	Operating Department	Total		Allocated Support Costs (Note A)		
Key Support Service	Enrollment Management	Admissions	\$ 1,530,292	To be reviewed post realignment.			
		Financial Aid	\$ 680,027				
		Registrar	\$ 665,677				
		Student Information Systems	\$ 383,721				
		Enrollment Management Total	\$ 3,260,717				
Key Support Service	Financial and Administrative Affairs	Bursar and Student Finance	\$ 840,571				
		Financial and Administrative Affairs Total	\$ 840,571				
Key Support Service Total			\$ 4,101,288				
				Description of Student Support/Student Life Service			
Student	Academic Affairs	Academic Ceremonies	\$ 122,524	Provides administrative and organizational support of honors convocation, commencement,	\$ 7,836		
		Assessment	\$ 53,511	Assessment of student learning, disciplinary and institutional accreditation	\$ 3,422		
		Center for Enhancement of Learning and Technology (CELT)	\$ 293,410	Provides professional development support for faculty in course and curriculum development and design, along with systematic peer observation of teaching protocols.	\$ 18,765		
		Graduate Studies	\$ 49,925	Supports programmatic and curricular changes in graduate programs.	\$ 3,193		
		Honors Program	\$ 85,418	Support of students participating in the IPFW honors program	\$ 5,463		
		Institutional Research	\$ 305,935	Academic and institutional data compilation, analysis, and reporting	\$ 19,630		
		International Student Services	\$ 297,612	Inbound and outbound services for students as well as visa processing support for faculty, staff and students	\$ 19,033		
		Academic Affairs Total	\$ 1,209,335		Academic Affairs Total	\$ 77,341	
		Student	Student Affairs	Career Services	\$ 398,604	Provides career counselling and job placement services for current students and alumni	\$ 25,492
				Center for Academic Success and Advancement	\$ 341,947	Student tutoring services; group study sessions; Writing Center	\$ 21,069
				Center for Women and Returning Adults (CWRA)	\$ 96,400	Support systems for non-traditional and first generation students	\$ 6,165
				Dean of Students	\$ 679,978	Oversees IPFW Code of Student Rights, Responsibilities, and Conduct, supports student complaint process, grade appeals, and mediation services	\$ 43,487
				Diversity and Multicultural Affairs (ODMA)	\$ 235,787	Support systems for students from traditionally underrepresented populations	\$ 15,079
				Student Life & Leadership	\$ 183,667	Provides co-curricular and student life activities, including student government, student activities, clubs, and leadership training experience	\$ 11,746
				Student Success and Transitions	\$ 780,050	Student orientation and registration support services, student stop-out intervention support	\$ 49,887
				Testing Services	\$ 132,161	Placement test support	\$ 8,452
				Veterans' Services	\$ 125,558	Support and transition services for active duty, reserve, and veteran status students	\$ 8,030
				Student Affairs Total	\$ 2,974,152		Student Affairs Total
		Student Support/Student Life Total			\$ 4,183,487	Student Support/Student Life Total	\$ 267,549
					\$ 8,284,775		

Total FY 16 General Fund Libraries Expenditures \$ 2,684,209

6.5% Allocated to Health Sciences Students Faculty and Staff (Note B) \$ 173,719

Allocation Notes:

- A. Student Support/Student Life Services allocation of 6.4%, based on half the Nursing, Dental and Imaging Student Headcount as a % of the campus community (6.4% = 12.8%/2) Total FY 16 General Fund IT Expenditures (excludes Student Information Systems) \$ 7,923,782
 Assumes half the Nursing, Dental and Imaging headcount is recovered through General Service tuition and fees. Less Expenditures Funded by Units and Student Tech Fees \$ (2,466,459)
- B. Library and IT expenditures allocation of 6.5%, based on the Combined Student, Faculty & Staff Nursing, Dental and Imaging Headcount as a % of the campus community. Total Allocable FY 16 IT Expenditures \$ 5,457,323

6.5% Allocated to Health Sciences Students Faculty and Staff (Note B) \$ 353,192

Add 10% Overhead \$ 79,446

Total Student Support/Student Life, Libraries and IT \$ 873,906

\$ (297,906)

Base Allocated Support Costs \$ 576,000

Appendix D
Lease Agreement

APPENDIX D

LEASE AGREEMENT

THIS LEASE (the "Lease") is executed as of this ___ day of _____, 2017, by and between THE TRUSTEES OF PURDUE UNIVERSITY ("Purdue"), and THE TRUSTEES OF INDIANA UNIVERSITY ("IU"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the parties to this Lease have entered into a Program Transfer Agreement, to which this Lease serves as an Appendix (the "Program Transfer Agreement"); and

WHEREAS, pursuant to the Program Transfer Agreement (and the Realignment Agreement referenced therein), Purdue is to have authority and responsibility for managing and operating the Fort Wayne Campus, formerly known as Indiana University-Purdue University Fort Wayne; and

WHEREAS, in connection with its offering and delivery of classes and degree programs within the Indiana Academic Missions on the Fort Wayne Campus, IU has certain space requirements thereon; and

WHEREAS, IU wishes to lease certain space from Purdue on the Fort Wayne Campus for this purpose;

NOW THEREFORE, the parties agree as follows:

1. DESCRIPTION OF THE LEASED PROPERTY. Subject to the terms and conditions of this Lease, Purdue demises and leases to IU, and IU leases from Purdue, the premises at the Fort Wayne Campus described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises").

2. LEASE TERM AND TERMINATION. The initial term of this Lease (the "Initial Term") shall be four (4) years, commencing on July 1, 2018 (the "Commencement Date"), and expiring on June 30, 2022, unless earlier terminated as provided herein. This Lease shall automatically renew for successive four (4) year terms (each a "Renewal Term") at the end of the Initial Term (and each successive Renewal Term) so long as it has not been earlier terminated. Each Renewal Term shall be upon the same terms and conditions as contained herein. Any changes to the terms and conditions contained herein shall only be valid if reduced to a writing signed by both IU and Purdue. Either party may terminate this Lease for or without cause, and at any time following completion of the third year of the Initial Term or at any time during a Renewal Term, by providing the other party with not less than two (2) years' advance written notice of termination.

3. RENT. The amounts payable by IU to Purdue for the use and occupancy

of the Premises during the Initial Term and any Renewal Term shall consist of a base rent ("Base Rent") and additional rent for Facility Services (as defined herein) provided to the Premises hereunder ("Additional Rent").

- a. Base Rent. IU shall pay Purdue annual Base Rent in the amount of \$12.66 per square foot, subject to an annual incremental increase (to be given effect as of July 1 of each year) based on the increase in the June Midwest All Consumer Price Index over the prior fiscal year. As so adjusted, Base Rent for the fiscal year, shall be payable by IU in a single installment following its receipt of an invoice from Purdue, which will be provided as soon as practicable following the beginning of the fiscal year. The methodology for determining Base Rent is illustrated in Exhibit "A" attached hereto and made a part hereof by this reference. For the first year of the Initial Term, total Base Rent will be Two Hundred Twenty-Three Thousand Seven Hundred Sixty-Six Dollars and Zero Cents (\$223,766.00).
- b. Additional Rent for Facility Services. IU shall pay Purdue Additional Rent at the Facility Rate (as defined below) in order to reimburse Purdue for its costs of providing Facility Services to the Premises, as further defined in Section 10 (SERVICES AND UTILITIES) below. For purposes hereof, the "Facility Rate" means the rate, expressed on per-square foot basis, which is designed to capture the cost of operating the Premises, as more particularly illustrated in Exhibit "A". For the avoidance of doubt, the Facility Rate shall not exceed Purdue's actual costs of operating the Premises.

The Facility Rate will be initially be calculated using the sum of the budgeted cost items in the base year of 2017, divided by the total square footage of the Premises, resulting in an initial Facility Rate of Twelve Dollars and Twenty-Two Cents (\$12.22) per square foot. By April 30 of each fiscal year, Purdue will notify IU of the proposed Facility Rate for the upcoming fiscal year. IU will then have an opportunity to review and object to the proposed rate. If IU objects to the proposed Facility Rate, IU and Purdue will work together in good faith to resolve any such objection. If IU does not object to the proposed Facility Rate within 45 days of receiving it from Purdue, the proposed rate will be deemed the agreed upon Facility Rate for the next fiscal year.

As soon as practicable following the beginning of the fiscal year, Purdue will provide IU with an invoice for the Additional Rent based on the agreed Facility Rate. IU shall pay Purdue the Additional Base Rent in a single installment following its receipt of such invoice. For the first year of the Initial Term, total Additional Rent will be Two Hundred Fifteen Thousand Nine Hundred Fifty-Two Dollars and Zero Cents (\$215,952.00).

4. USE OF THE PREMISES. IU shall use the Premises for any use consistent with the furtherance of IU's academic mission. IU covenants and agrees to the following.

- a. IU shall not commit any waste or damage upon or to the Premises, ordinary wear and tear and casualty excepted.
- b. IU shall not use the Premises for any unlawful purpose, and shall not commit any violations of any applicable laws or ordinances therein.
- c. IU shall, at its own cost and expense, promptly observe and keep all applicable laws, rules, orders, ordinances and regulations of federal, state and local governments, and any and all of their departments and bureaus and those of any other competent authority relating to the use of the Premises (including, without limitation, obtaining all licenses, permits, and other governmental approvals that are required for or occasioned by IU's operations in and occupancy of the Premises). This section shall not apply to any capital building expenses or changes mandated to the Premises or surrounding property or buildings by law or other governmental authority (for example, changes mandated by the Americans With Disabilities Act) which shall be the sole cost and expense of Purdue.
- d. IU shall not sell, serve, or store any intoxicating beverages illegally upon or from the Premises. Notwithstanding the foregoing sentence, possession, consumption, distribution and sale of alcoholic beverages for events held in the Premises are permitted with Purdue's advance approval and must follow Purdue University policies pertaining to such. For food catering services for events held in the Premises, Purdue requests that IU use caterers that are compliant with Purdue policies. A list of approved caterers may be found through Purdue University Housing and Food Stores at http://hfs.purdue.edu/Departments/FoodStores/docs/Compliant_Food_Providers.pdf.
- e. IU shall not place upon the interior or exterior of the Premises, any window or any part thereof, or any door of the Premises, any placard, sign, lettering, window covering, or drapes, except such and in such place and manner as shall have been first approved in writing by Purdue.
- f. IU shall not do or suffer anything, or keep any substance in the Premises, which will operate to increase the fire hazard or to cause the insurance rates of the building(s) in which the Premises is located to be increased.
- g. IU shall not abuse walls, ceilings, partitions, floors, wood, stone and brick, or iron work, nor use plumbing and electrical wiring for any purpose other than that for which it was constructed.
- h. IU shall not create or maintain a nuisance in the Premises.
- i. IU shall be solely responsible for any damage to the Premises that is caused by IU's negligence, reasonable wear and tear and casualty excepted.

- j. IU shall not permit: (i) any release of any hazardous substance from the Premises; (ii) any unlawful, harmful or improper discharge from the Premises into the surrounding atmosphere or into the sewers, drains and waterways on or adjacent to the Premises, or the groundwater thereunder; or (iii) any harmful or improper disposal of liquid or solid waste (hazardous or otherwise) generated on, stored at or transported from the Premises. As used in this Section, the terms "hazardous substance", "release", and "removal" shall have the same meaning and definition as set forth in paragraphs (14), (22), and (23) respectively, of 42 U.S.C. § 9601 and in I.C. 13-7-8.7-1; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste" [as defined in paragraph (5) of 42 U.S.C. § 6903] and "petroleum" [as defined in paragraph (8) of 42 U.S.C. § 6991].

5. COMMON AREAS. To the extent applicable, IU shall have the non-exclusive right, in common with all other Tenants of the building(s) in which the Premises is located, and subject to any rules and regulations adopted from time to time by Purdue concerning same, to use common areas around and near the Premises, including, but not limited to, restroom facilities, hallways, stairs, and elevators (the "Building Common Areas"). Purdue shall operate, maintain, and insure the Building Common Areas for their intended purposes in such a manner as Purdue shall determine to be necessary or appropriate, including, without limitation that Purdue at any time may close or change any part of the Building Common Areas as it determines to be necessary or appropriate.

6. PREMISES AS-IS. IU agrees to accept the Premises in its present as-is condition. Further alterations of the Premises will be at IU's sole expense, unless otherwise stated in this Lease.

7. RIGHT TO MAKE IMPROVEMENTS. No material improvements, alterations, or additions to the Premises shall be made by IU without the prior written approval of Purdue, which approval shall not be unreasonably withheld. All such work shall comply with the requirements of Purdue University Policy IV.B.4 (Remodeling, Alterations, or Improvements to University Facilities) and shall be contracted for by Purdue Physical Facilities staff. All improvements, alterations, or additions to the Premises desired by IU and approved by Purdue shall be made at the sole expense of IU, in a good and workmanlike manner. IU shall not suffer nor permit any mechanic's liens to be filed against the fee of the Premises, nor against IU's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to IU. If any such mechanic's liens shall at any time be filed against the Premises or against IU's leasehold interest, IU shall, within forty-five (45) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Purdue, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or furnishing of any materials for any specific improvement, addition, alteration or repair of or to the Premises or any part thereof, nor as giving IU a right, power or

authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the Premises.

8. OWNERSHIP OF IMPROVEMENTS. All alterations, changes, improvements and additions installed at the Premises including but not limited to plumbing, wiring and lighting fixtures, water use improvements, heating and air conditioning, ventilating and exhaust systems, extensions, fume hoods, wet labs, and all other improvements of any nature other than unattached and movable trade fixtures of IU, shall, upon expiration or earlier termination of this Lease, become the property of Purdue, without payment therefor, free and clear of any claims of IU with the exception of those which can be removed by IU with minimal damage to the Premises, or with the understanding between Purdue and IU that IU will repair at IU's sole cost and expense, any damage resulting from such removal, and in a fashion acceptable to Purdue, reasonable wear and tear and casualty excepted.

9. MAINTENANCE AND REPAIRS. Purdue agrees to keep the exterior of the Building, including the roof, exterior wall, gutters, downspouts, the supply pipes for water leading to the Premises, and the drainage pipes leading therefrom in good structural repair, except that Purdue shall not be required to pay for any such repairs or replacements which become necessary by reason of the gross negligence of IU, its agents, servants or employees. IU agrees to maintain the interior of the Premises and any alterations, changes, improvements and additions, and all equipment thereof and therein, including, but not limited to, maintenance of the interior side of all windows and interior doors, at all times in good and sufficient repair, order and condition, and to pay all costs and expenses thereof, both ordinary and extraordinary, and all such materials, repairs and workmanship shall be equal, in Purdue's opinion, in class and quality to that originally placed in the Premises; provided, however, that IU shall not be required to perform any maintenance, repairs or replacements necessitated by the negligence or willful misconduct of Purdue, its servants, agents, employees, or students, by structural defect in the building, by fire, or by other casualty. Additionally, other than the obligations described in Section 7 above and this Section 9, IU will not be responsible for structural repair, replacement, and/or refurbishment costs associated with the Premises.

10. SERVICES AND UTILITIES

- a. Purdue will operate and maintain the Premises with the same services which Purdue provides for other buildings and space at the Fort Wayne Campus, including but not limited to standard building fuel and utilities, heating and cooling within the Fort Wayne Campus standard limits, custodial services, mechanical systems operation and maintenance, fluorescent ballast and bulb replacement, police and fire protection, disposal of trash, disposal of solid waste and regulated substances, pest control, repair, renovation, and repainting on the normal Purdue schedule, etc. (collectively, "Facility Services").
- b. Standard fiber access and other telecommunication services shall be provided to IU as part of the Facility Services and will be covered by the Facility Rate.

- c. IU understands, acknowledges and agrees that: (a) any one or more of the utilities or other building services may be interrupted by accident, emergency, or other causes beyond Purdue's control, or may be discontinued or diminished temporarily by Purdue or other persons until certain repairs, alterations, or improvements can be made; (b) Purdue does not represent or warrant the uninterrupted availability of such utilities or building services; (c) any such interruption shall not be deemed an eviction or disturbance of IU's right to possession, occupancy, and use of the Premises or any part thereof, or render Purdue liable to IU for damages by abatement of Rent or the Facility Rate or otherwise, or relieve IU from the obligation to perform its covenants under this Lease; and (d) Purdue shall not be liable to IU for any injury, loss or damage occasioned by the bursting, stoppage or leaking of water, gas, sewer, or other pipes, unless caused by the negligence or willful misconduct of Purdue or Purdue's employees, agents, contractors, or invitees.

11. LANDSCAPING, SNOW PLOWING & PARKING. Purdue shall maintain the landscaping and shall reasonably clear debris, snow and ice from the parking lots, sidewalks and walkways near, around, and leading to the Premises, all in accordance with standards appropriate for a first-class office building. During the Term of this Lease, IU shall be able to purchase the Fort Wayne Campus parking permits at their standard rates.

12. INSURANCE. Purdue shall carry, at Purdue's expense, first party commercial property insurance on the Premises. IU is solely responsible for carrying adequate insurance on all of IU's personal property including, but not limited to, equipment, furniture, scientific devices, supplies, personal items, or other items installed and belonging to IU and located within the Premises.

13. DAMAGE TO OR DESTRUCTION OF PREMISES. IU covenants and agrees that in the case of damage to, or destruction of, any improvements located on or constituted a part of the Premises caused by IU, IU will promptly, at its sole cost and expense, repair, or replace the same as nearly as possible to their condition immediately prior to such damage or destruction, to the extent necessary to restore the value and utility of such improvements. IU's obligation to make payment of the Rent, Facility Rate, and all other charges on the part of IU to be paid, and to perform all other covenants or agreements on the part of IU to be performed, shall not be affected by any such damage or destruction.

14. DUTY TO INDEMNIFY FROM THIRD-PARTY CLAIMS. IU agrees to indemnify, defend, and hold harmless Purdue against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of any person or persons, firm or firms, corporation or corporations for damages, either to person or property, resulting from IU's negligence with respect to its use of the Premises. IU further agrees to indemnify, defend, and hold harmless Purdue against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of IU or any person in the Premises with IU's consent, invitation or license, expressed or implied, and for any damage, either to person or property, sustained by reason of the condition of the Premises due to the willful misconduct or negligence

of any employee of IU. IU's obligations under this paragraph shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of IU as an instrumentality of the State of Indiana [e.g. actions and conditions as to which IU is immunized by the Indiana Tort Claims Act (the "Act"), dollar limits stated in the Act, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of claimant], so that its liability to indemnify, defend, and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by IU.

15. EVENTS ON DEFAULT. Any of the following shall be an Event of Default under this Lease:

- a. IU's failure to pay any installment of Rent, Facility Rate, or any other payment due hereunder within thirty (30) days after it becomes due;
- b. IU's or Purdue's failure to perform or observe any other covenant, term, or condition of this Lease to be performed or observed by Purdue or IU, if the failure continues for thirty (30) days after written notice thereof is given to Purdue or IU; provided, however, that if cure cannot be reasonably effected within such thirty (30) day period, IU or Purdue shall have such additional time as is necessary to effect such cure, so long as IU or Purdue commences its efforts to cure within such thirty (30) day period and pursues such cure diligently to completion; or
- c. IUs abandonment of the Premises.

The failure of Purdue or IU to exercise any of its rights or remedies under this Lease upon any default by IU or Purdue shall not be deemed a waiver of any such default nor of any of the provisions of this Lease and shall not preclude Purdue or IU from the exercise of any such rights and remedies upon any subsequent date whether for a previous or subsequent default.

16. PURDUE'S AND IU'S REMEDIES. Upon the occurrence of any Event of Default, Purdue or IU may, at its option, in addition to any other remedy or right it has hereunder or by law, terminate this Lease at any time upon the date specified in a written notice to the defaulting party.

17. ACCESS TO THE PREMISES. Purdue may enter the Premises at reasonable times and after providing reasonable advanced notice to IU, except in the event of an emergency, in which case no notice shall be required, for the following: to inspect the Premises; to make repairs; to show the Premises to others during the last two months of the Term; and to affix to and maintain in any suitable part of the Premises during the last two months of the Term a notice for letting the Premises, which IU shall permit to be affixed without hindrance or molestation.

18. HOLDOVER. If IU shall occupy the Premises after the expiration of this Lease, having obtained the prior written consent of Purdue and having paid rent at the rate of the Rent and Facility Rate for the Term at expiration, such occupancy and payment shall be construed as

an extension of this Lease with the extension period being on a month-to-month term on the terms and conditions of this Lease, unless and until either party gives the other thirty (30) days prior written notice of the termination of this Lease, or the parties enter into an amendment of this Lease or a new lease.

19. VACATION OF THE PREMISES. IU covenants and agrees to pay the Rent and Facility Rate at the times and in the manner aforesaid, and at the expiration or valid earlier termination of this Lease shall peacefully yield up to Purdue the Premises in as good order and repair as when delivered to IU, damage by fire, casualty, war or insurrection, riot or public disorder, or act upon the part of any governmental authority, ordinary wear and tear, and damage by the elements excepted.

20. LIGHT AND AIR. It is agreed that this Lease does not grant a continuance of light and air over any property adjoining the Premises.

21. EMINENT DOMAIN. In the event the Premises, or twenty-five percent (25%) or more of the building(s) in which the Premises is located, shall be appropriated under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking.

22. ASSIGNMENT. This Lease may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23. NOTICES. All notices and demands which may be or are required to be given by either party to the other hereunder shall be in writing and shall be hand delivered or sent by United States mail, first class postage prepaid, addressed to Purdue or IU at the following addresses or to such other person or to such other place as either party may from time to time designate in writing to the other.

Purdue: Office of the Treasurer
 Hovde Hall of Administration
 610 Purdue Mall
 West Lafayette, IN 47907
 Attn: Vice President for Physical Facilities

IU: The Trustees of Indiana University
 Real Estate Administration
 1800 North Range Road
 Bloomington, IN 47408
 Attn: University Director of Real Estate

24. GOVERNING LAW. This Lease is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

25. WAIVER. No waiver by either party or their successors or assigns of any breach of the covenants herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

26. EXPRESS AGREEMENT. It is expressly agreed that neither party has made any statement, promise, or agreement or taken upon itself any obligation whatsoever, verbally, or otherwise, in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and no obligation on the part of either party hereto shall be implied in addition to the obligations herein expressed.

27. MODIFICATION OR AMENDMENT. This Lease may not be modified or amended except by written agreement signed by the parties hereto.

28. ATTORNEYS FEES. In any action or suit brought by either party to enforce its rights hereunder, each party shall be responsible for its own legal fees.

29. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original copy of this Lease, and all of which, when taken together, will be deemed to constitute one and the same agreement. The signature of any party on a fax document shall be considered to have the same binding legal effects as a signature on an original document.

30. CONCLUSION. Purdue covenants that IU, upon paying the Rent and Facility Rate, and performing the covenants herein contained, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term. The covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, distributees, devisees, legal, and personal representatives, assigns, grantees, and successors in interest.

[signatures on following page]

IN WITNESS WHEREOF, Purdue and IU have executed this Lease as of the date first above written.

THE TRUSTEES OF PURDUE
UNIVERSITY

By: _____
William Sullivan
Treasurer and CFO

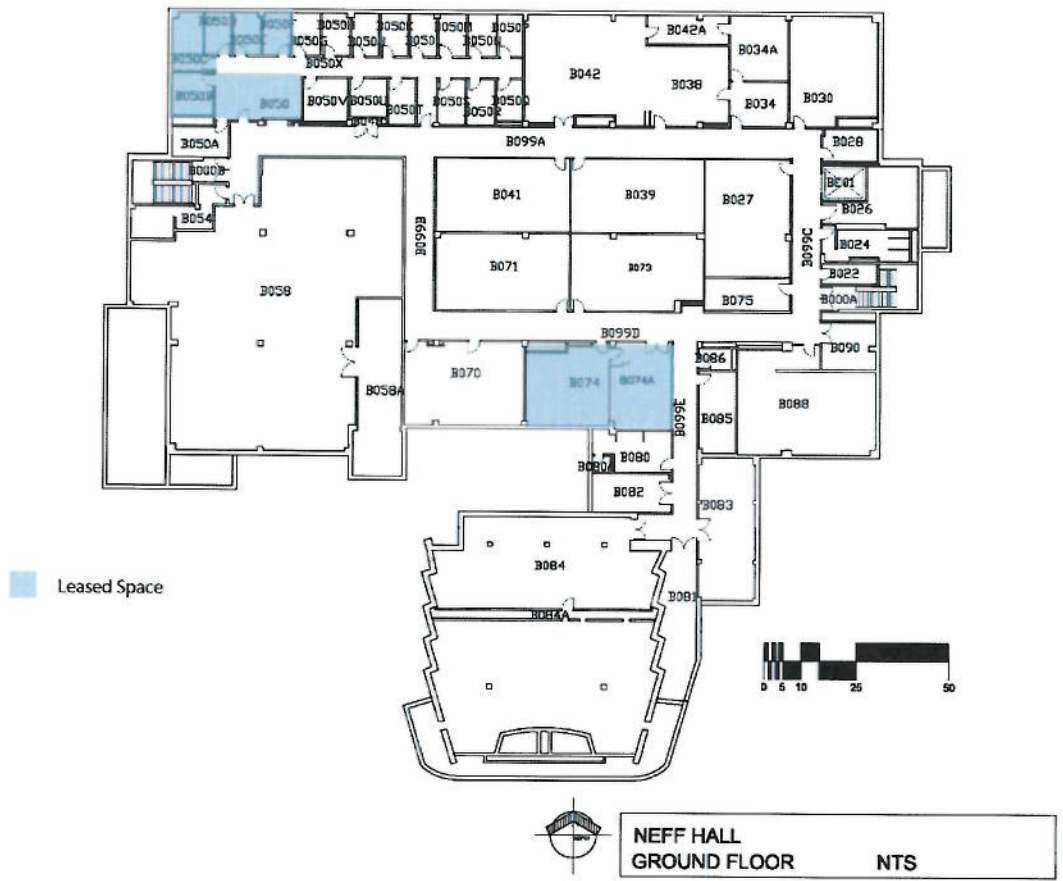
THE TRUSTEES OF INDIANA
UNIVERSITY

By: _____
Donald S. Lukes
University Treasurer

EXHIBIT "A"

The Premises is preliminarily shown on the following page. This is subject to confirmation by the parties and a more detailed outline of rooms and square footage.







Leased Space

LIBERAL ARTS
THIRD FLOOR PLAN



Exhibit "A", Page 4

Cost Methodology for Base Rent and Additional Rent
 Space and Services Provided to Nursing, Dental Education and Medical Imaging Programs on Fort Wayne Campus
 FY 2017 (based on comparable budgeted costs for Medical Education Building on Fort Wayne Campus)

Services

Building Categories	Nursing, Dental, Imaging Premises Operating Costs
Utilities	\$67,938
Maintenance Worker (Salary & FB)	\$21,520
Building Materials (Filters, Maintenance Materials, etc.)	\$10,572
Building Services Works (Salary & FB)	\$27,653
Building Services Contracted Work (Trash, Pest Control, etc.)	\$1,645
Maintenance Project Contracted Labor & Materials (Repairs)	\$13,964
Locksmith (Salary & FB)	\$475
Grounds Worker (Salary & FB)	\$14,407
Landscape, Snow Removal, Parking Services Materials	\$2,431
Security (Salary & FB)	\$14,070
IFS (Salary & FB)	\$12,634
Overhead of 20%	\$23,874
Flat Rate Utility Overhead Cost (For the Effort of Tracking and Calculating)	\$4,769
	\$215,952
 ADDITIONAL RENT at "Facility Rate" (cost per SF):	 \$12.22

	Average Office Space Rental Rate in Fort Wayne, IN as of June 2016	Total Space Rental
BASE RENT:	\$12.66 / SF / Year	\$223,766
TOTAL INITIAL ANNUAL RENT	\$24.88	\$439,718