

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE I**

### **REALIGNMENT TIMELINE**

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

## C. MANAGEMENT AGREEMENT.

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

## ARTICLE II

### TERMS AND STRUCTURE OF REALIGNMENT

#### A. ACADEMIC MISSIONS, PROGRAMS AND DEGREES.

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

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

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

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

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

## C. STUDENTS.

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

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

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

#### **D. FACULTY.**

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

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

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

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

**F. REAL PROPERTY AND IMPROVEMENTS.**

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

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



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

#### **H. ATHLETICS.**

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

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

#### **J. CAMPUS NAME AND SIGNAGE.**

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

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

## ARTICLE III

### CONDITIONS TO REALIGNMENT EFFECTIVE DATE AND DELIVERIES

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

aid administration;

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

#### ARTICLE IV

##### MISCELLANEOUS TERMS AND COVENANTS

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

*[signatures on following page]*

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

Date Executed: \_\_\_\_\_

**The Trustees of Purdue University**

By: \_\_\_\_\_  
Mitchell E. Daniels, Jr.  
President

Attest:

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

By: \_\_\_\_\_  
William E. Sullivan  
Treasurer and Chief Financial Officer

Date Executed: \_\_\_\_\_

**The Trustees of Indiana University**

By: \_\_\_\_\_  
Michael A. McRobbie  
President

Attest:

ss: \_\_\_\_\_  
Deborah A. Lemon  
Secretary

By: \_\_\_\_\_  
John A. Sejdinaj  
Vice President and Chief Financial Officer