

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TRUSTEES OF INDIANA UNIVERSITY
AND
THE TRUSTEES OF PURDUE UNIVERSITY
CONCERNING INDIANA UNIVERSITY-PURDUE UNIVERSITY AT INDIANAPOLIS**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the _____ day of August, 2022 by and between The Trustees of Indiana University (“IU”) and The Trustees of Purdue University (“Purdue” and with IU, collectively, the “Parties”) concerning their mutual intention to work toward a plan of realignment (the “Realignment Plan”) for Indiana University – Purdue University at Indianapolis (“IUPUI”).

RECITALS:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in the state’s capital under the name *Indiana University – Purdue University at Indianapolis* (the “Original Agreement”), which was entered into pursuant to a directive from the General Assembly to “work toward the unification of the Indianapolis Campuses of these two universities”; and

WHEREAS, pursuant to the Original Agreement, which remains in force, IU was designated as the responsible institution with power, authority and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the parties could modify their initial mission assignments from time to time; and

WHEREAS, after fifty years of operating under the Original Agreement, and with the encouragement of key government, civic and industry constituencies, the Parties have determined that now is the time to explore improvement opportunities for operating and collaborating in Indianapolis under a new model for the more effective advancement of their respective missions and the greater benefit of their mutual stakeholders; and

WHEREAS, being mindful of the expected benefits of the Realignment Plan and the careful planning that will be necessary to implement it successfully, the Parties desire to enter into this MOU to: (i) provide a framework for the general parameters of Realignment Plan, (ii) identify potential areas for new strategic collaboration under the new model to be described in the Realignment Plan, and (iii) describe the principles and anticipated key terms of one or more definitive agreements (the “Definitive Agreements”) that, when entered into, would govern and implement the Realignment Plan and supersede the Original Agreement going forward; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

REALIGNMENT PLAN

A. **TIMELINE AND JOINT MANAGEMENT TEAM**

1. Collaboration and Target Dates. The Parties will cooperate and collaborate in good faith to develop and implement the Realignment Plan with a view toward entering into the Definitive Agreements (with necessary prior Board of Trustee approvals) by June 30, 2023, and with an effective date for the new model (the “Realignment Effective Date”) of July 1, 2024.
2. Effectiveness of Original Agreement. Subject to the terms of the Definitive Agreements, the Original Agreement will remain in full force and effect in accordance with its terms until the Realignment Effective Date, at which time it will be superseded by the Definitive Agreements.
3. Joint Management Team. Commencing on the date hereof and continuing through the Realignment Effective Date, the Parties will jointly establish and maintain a management team (the “Joint Management Team”), consisting of representatives designated by their respective Presidents to (i) develop the Realignment Plan, including the identification of areas for new strategic collaboration under the revised model as well as new resources necessary for its implementation, (ii) work together in good faith to negotiate and prepare the Definitive Agreements, and (iii) manage engagement and communications with campus, government, civic and industry stakeholders.

B. **GENERAL PARAMETERS**

1. Academic Units. Effective on the Realignment Effective Date, and subject to the eventual terms of the Definitive Agreements:
 - a. IU will assume responsibility and authority for the School of Science at IUPUI (other than Computer Science) and the Music and Arts Technology department and programs currently operated by IU within the Purdue School of Engineering and Technology at IUPUI, and (ii) IU will retain all other schools, departments, and programs at IUPUI aside from those described in Section B.1.b below (collectively, the “IU Realigned Academic Units”).
 - b. Purdue will assume responsibility and authority for the Department of Computer Science at IUPUI, and Purdue will retain the departments and programs covered by the School of Engineering and Technology at IUPUI (other than the Music and Arts Technology department and programs assumed by IU as described in Section B.1.a. above) (collectively, the “Purdue Realigned Academic Units”).
 - c. The IU Realigned Academic Units and the Purdue Realigned Academic Units are sometimes referred to herein collectively as the “Realigned Academic Units.”

- d. Notwithstanding the assignment of the two Parties of the Realigned Academic Units as described above, in an effort to meet the critical needs of the State, and subject to any required approvals of the Indiana Commission for Higher Education: (1) IU intends to expand in Indianapolis the computer science degrees and courses offered by the Luddy School of Informatics, Computing, and Engineering, and (2) Purdue may in the future offer in Indianapolis science or management courses within its curricula for degrees offered on the West Lafayette campus.
 - e. With respect to any other programs that are currently embedded in one of the Realigned Academic Units but that would be more closely affiliated with the primary mission areas of the other Party after the Realignment Effective Date, the Parties will consider and address the treatment of such academic units on a case-by-case basis.
 2. New Collaborations. Through the coordinating efforts of the Joint Management Team and with the benefit of input from subject matter experts, faculty and staff, IU and Purdue will collaborate and cooperate in good faith to identify opportunities and develop plans for new joint endeavors designed to leverage their respective strengths and capabilities in various research programs to drive workforce development, breakthrough discoveries, and the translation and commercialization of innovative solutions to societal challenges. These endeavors may include joint initiatives in, for example: (i) biomedical engineering and health sciences programs; (ii) autonomous and assisted transportation instrumentation, policy and integrity; (iii) cancer detection and therapeutics; and (iv) other types of human and animal drug discovery, among others that may be identified from time to time.
 3. New University-Specific Initiatives. In connection with the development and implementation of the Realignment Plan, each Party may propose and pursue its own initiatives to reinforce its presence and expand its offerings in Indianapolis within the academic missions assigned to it through the oversight exercised by the Indiana Commission for Higher Education.
 - a. In Purdue's case, such initiatives may include, for example, establishing an Indianapolis division of the Purdue Applied Research Institute, strengthening Purdue's relationship with and support for the Purdue Polytechnic High Schools, providing "study away" programs in Indianapolis for Purdue West Lafayette students, and increasing investment in community-based research and other programs.
 - b. In IU's case, such initiatives may include, for example, expanding the Luddy School of Informatics, Computing, and Engineering in Indianapolis and increasing investment in community-based research and other programs.

ARTICLE II

PRINCIPLES AND ANTICIPATED TERMS OF DEFINITIVE AGREEMENTS

A. UNITS, PROGRAMS AND DEGREES

1. Academic Units; Generally. With respect to each Party's realigned academic units described in Section I.B.1 above, that Party will (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) exercise responsibility for implementing and maintaining organizational structures and leadership appointments for academic units including the dean or director of a school, college or division. After the Realignment Effective Date:
 - a. IU will offer at the existing Indianapolis campus (and/or in nearby facilities) all academic degree programs in, and advance the research and public service missions associated with, the IU Realigned Academic Units; and
 - b. Purdue will offer at the existing Indianapolis campus (and/or in nearby facilities) all academic degrees programs in, and advance the research and public service missions associated with, the Purdue Realigned Academic Units.
2. Service Courses Supporting Purdue and IU Students. Effective on the Realignment Effective Date, and subject to the eventual terms of the Definitive Agreements, it is expected that either Party (the "Offering Party") will offer and provide to students of the other Party (the "Receiving Party") at the Indianapolis campus certain general education classes, courses and programs within the Offering Party's Realigned Academic Unit that are required by such students to fulfill their degree requirements (in addition to those required within their degree programs that are provided by such Receiving Party). In such a case, the Offering Party will offer and deliver, and the Receiving Party will pay for, those general education classes, courses and programs for a period of time to be agreed by the Parties in the Definitive Agreements.

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

1. Management and Operations of Indianapolis Campus. IU will continue to have the full power, authority and responsibility to manage and operate the Indianapolis campus and do all things necessary and proper for such purpose. In the management and operation of the Indianapolis campus, IU will act in its own name and not act for or be deemed to act as an agent of Purdue.
2. Facility and Administrative Services. Subject to the terms of the applicable Definitive Agreement (including with respect to terms of leases for property made available by IU to Purdue for its use):

- (a) IU will offer and deliver, and Purdue will procure and pay IU an agreed upon nominal amount for, the office, lab, classroom and other physical space required by Purdue for the Purdue Realigned Academic Units on the Indianapolis campus, together with associated administrative services customarily provided in connection with the usage of such space consistent with past practice, for a period of time to be mutually agreed upon.
 - (b) Purdue will have the authority and responsibility to manage and operate any future facilities constructed by Purdue on or near the Indianapolis campus and utilized for the Purdue Realigned Academic Units. In exercising such authority and responsibility, Purdue will act in its own name and not act for or be deemed to act as an agent of IU.
- 3. Transfer of Ownership and/or Management of Assets. The Parties will provide, in the applicable Definitive Agreement, for the transfer of ownership and/or management of any facilities and other assets that are specifically associated with their responsibilities under the Realigned Academic Units. In particular, and subject to the terms and conditions of such Definitive Agreement (and without limiting the generality of Section II.G. below), IU will assume or retain responsibility for assets associated with the School of Science and Music and Arts Technology program, and Purdue will acquire and have responsibility for the assets (other than real property) associated with the School of Engineering and Technology and the Department of Computer Science on the Indianapolis campus.

C. STUDENTS

- 1. Enrollment, Academics and Transfer of Credits.
 - (a) Students enrolling at the Indianapolis campus in a major, degree or program within the IU Realigned Academic Units will be admitted as IU students using the admission standards of IU, and all students enrolling in a major, degree or program within a Purdue Realigned Academic Unit will be admitted as Purdue students using the admission standards of Purdue.
 - (b) Consistent with the arrangement contemplated by Section II.A.2 above, and subject to the eventual terms of the applicable Definitive Agreement, students enrolling at the Indianapolis campus in a major, degree or program within a Purdue Realigned Academic Unit may be expected to enroll in the general education classes, courses and programs offered by IU at the Indianapolis campus.
- 2. Program Transfer Agreement. As part of the applicable Definitive Agreement, Purdue and IU agree to use their best efforts to negotiate a program transfer agreement (the “Program Transfer Agreement”), to be effective as of July 1, 2023 (one year prior to the Realignment Effective Date), containing mutually acceptable terms and conditions with respect to student services, including financial aid, and implications on performance funding prior to June 30, 2023, in such a manner as to allow students to

have a seamless educational experience and for student credits to transfer between the Parties.

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 Party sets and collects its own tuition and fees. Purdue student fees for services provided by IU will be set by IU at the same level as it charges its own students for such fees.
4. Academic Records and Transcripts.
 - (a) Each Party will be responsible to manage, maintain and document the academic transcripts and records of its students as required by each such Party for the granting of its respective degrees.
 - (b) Each Party will cooperate with the other and take steps necessary to permit the exchange of relevant student information between each Party's respective information technology system in a timely and reliable manner, so as 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 Indianapolis campus prior to the Realignment Effective Date will be fully transferable to IU or Purdue, as applicable, based upon which school, college or division within an IU Realigned Academic Unit or Purdue Realigned Academic Unit 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 Party's academic mission area pursuant to the Realignment Plan.
 - (c) In connection with, and to give effect to, the arrangements contemplated by this Section II.C.5: (i) the Parties will use best efforts to obtain all necessary regulatory approvals, including any required by the Higher Learning Commission, the Indiana Commission for Higher Education, and/or the U.S. Department of Education, and (ii) the Parties will enter into appropriate articulation and teach-out arrangements as part of the Definitive Agreements.
6. Student Services and Activities.
 - (a) Purdue students enrolled at the Indianapolis campus will have access and the ability to join and participate in all student services and extra-curricular student activities offered, supported or permitted by IU at the Indianapolis campus including, without limitation, student housing and dining, parking, student organizations, associations, groups, clubs and societies, library access and usage, IT resources and access (as

necessary), 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 IU students.

(b) IU will issue Purdue students enrolled at the Indianapolis campus student identification cards, campus cards or other alternative documentation issued by IU to IU students on the Indianapolis campus and required for participation in the Student Services.

(c) IU and Purdue will cooperate and negotiate in good faith to enter into a services agreement containing mutually acceptable terms and conditions (including with respect to duration) for the Student Services offered and provided by IU to Purdue students.

7. Alumni. The applicable Definitive Agreement will address alumni who obtained degrees and graduated from IUPUI prior to the Realignment Effective Date and their membership in, as applicable, the alumni associations of IU, Purdue or any separate alumni association maintained by IU and Purdue for their respective programs on the Indianapolis campus.

D. FACULTY.

1. Transferred Faculty. Upon the Realignment Effective Date, and subject to the terms of the Definitive Agreements:

(a) Purdue will offer employment, effective as of the Realignment Effective Date, to all full-time and part-time academic faculty of IUPUI who are employed by IU in accordance with Section 5 of the Original Agreement and working in a Purdue Realigned Academic Unit as of June 30, 2023 (collectively, the “IU Transferred Faculty”). To the greatest extent possible, Purdue will offer, honor and provide the same faculty appointment classification (e.g., clinical, research, tenured or tenure-track), salary rate, academic rank designation, current tenure probationary period credit, and tenure and promotion status of each IU Transferred Faculty as of the Realignment Effective Date. Similarly, to the greatest extent possible subject to plan parameters, benefits offered to the IU Transferred Faculty by Purdue will be the same benefits received by the academic faculty of the Indianapolis campus employed by IU currently.

(b) Purdue agrees to assume all rights and obligations of the appointment letter of each tenured IU Transferred Faculty pursuant to an assignment and assumption of appointment letter in form and substance mutually satisfactory to the Parties.

(c) Upon the Realignment Effective Date, IU will retain in its employment all full-time and part-time academic faculty of IUPUI who are working in an IU Realigned Academic Unit as of June 30, 2023 (collectively, the “IU Retained Faculty”). IU

agrees to assume, pursuant to an assignment and assumption of appointment letter in form and substance mutually satisfactory to the Parties, all rights and obligations of any Purdue-related appointment held by a tenured IU Retained Faculty member.

2. Continuing IU (Retirement Plan) Faculty. All appointed academic faculty of IUPUI employed by IU and enrolled or otherwise eligible to participate in IU's 18/20 Retirement Plan or the Indiana Supplemental Early Retirement Plan will remain employees of IU notwithstanding that any such faculty are assigned to a Purdue Realigned Academic Unit in accordance with the Realignment Plan.

3. Faculty and Staff Services and Activities.

(a) Faculty and staff serving in a Purdue Realigned Academic Unit at the Indianapolis campus following the Realignment Effective Date will have access and the ability to join and participate in all employee services and extra-curricular events and activities offered, supported or permitted by IU at the Indianapolis 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 IU faculty and staff.

(b) Purdue and IU agree to use their best efforts to enter into a services agreement on mutually acceptable terms and conditions with respect to the Faculty and Staff Services offered and provided by IU to faculty and staff serving in a Purdue Realigned Academic Unit.

E. **NON-FACULTY EMPLOYEES.** The applicable Definitive Agreement will address non-faculty staff, administrative, clerical and service personnel of the Indianapolis campus and their employment by the applicable Party following the Realignment Effective Date. It is the intention of both Parties that none of the jobs held by non-faculty staff, administrative, clerical and service personnel of the Indianapolis campus be eliminated as a result of the Realignment Plan for IUPUI.

F. **REAL PROPERTY AND IMPROVEMENTS.**

1. Except as otherwise provided in the Definitive Agreements, neither this MOU nor the Realignment Plan will change, modify or require the conveyance of the record ownership of the real estate currently comprising the IUPUI campus.

2. Purdue and IU agree to use their best efforts to negotiate and enter into a real estate lease agreement on mutually acceptable terms and conditions with respect to Purdue's use and occupancy of real estate and facilities comprising the portion of the Indianapolis campus that will be used for the Purdue Realigned Academic Units.

- G. PERSONAL PROPERTY.** Purdue and IU agree to use their best efforts to negotiate and enter into an applicable Definitive Agreement on mutually acceptable terms and conditions with respect to the assignment and transfer to each other of any tangible and intangible property related to the Realigned Academic Units and, where applicable, the ongoing sharing of tangible personal property which is used or useful in the work of both Parties' Realigned Academic Units or in their joint projects and collaborations.
- H. INTERCOLLEGIATE ATHLETICS.** The Parties acknowledge that, under NCAA rules in effect from time to time, it may not be possible for intercollegiate student-athletes in the Purdue Realigned Academic Units to participate with IU students on a single National Collegiate Athletic Association ("NCAA") Division I athletic program known as "IUPUI." The Parties will nonetheless use their best efforts to explore options with the NCAA that might permit any current IUPUI student-athletes pursuing a degree from Purdue 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 a Purdue Realigned Academic Unit.
- I. ENDOWMENT AND SCHOLARSHIPS.** 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 Party, the Indiana University Foundation, or Purdue Research Foundation, with the understanding the funds, investments and gift agreements held by either Party or such foundations will, to the fullest extent practicable, be transferred to the respective Party (or its related foundation) responsible for the academic mission most closely associated with the donor's intent.
- J. RESEARCH GRANTS AND AGREEMENTS.** The Parties agree to cooperate and use their best efforts to identify existing research grants and agreements 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 applicable grant or agreement and based on the intentions and wishes of the applicable sponsor.
- K. CAMPUS NAME AND SIGNAGE.**
1. To reflect the new model contemplated by the Realignment Plan, as of the Realignment Effective Date, the name and identification of the Indianapolis campus may be changed and replaced by IU with a name and clear designation that identifies IU as the governing entity of the Indianapolis campus. In doing so, IU may solicit input and seek naming suggestions from stakeholders in the IUPUI and Indianapolis communities.
 2. Notwithstanding IU's naming rights with respect to the Indianapolis campus, Purdue will have the authority and right to identify, name and brand its Purdue Realigned Academic Units operating in Indianapolis.
 3. Following the Realignment Effective Date, all references to IUPUI or Indiana University-Purdue University at Indianapolis will be subject to change to identify with the designations selected by the Parties for their respective Realigned Academic Units,

along with all logos, signs and other indications used for the Indianapolis campus location. Notwithstanding the foregoing, the Parties may take action as soon as practicable following the date hereof to begin to reflect more prominently the presence of the existing Purdue programs on the Indianapolis campus with Purdue's name, logo and signage.

- L. **CONDITIONS TO REALIGNMENT EFFECTIVE DATE.** The Parties may declare in the applicable Definitive Agreements that the implementation of the Realignment Plan is subject to the fulfillment, at or before the Realignment Effective Date, of certain conditions (all or any of which may be waivable to ensure they fulfill their purpose for the benefit of IU, Purdue and the community. Such conditions may include, for example, that:
1. Each Party must have determined, in its reasonable discretion, that adequate budget appropriations and funding has been approved by the Indiana General Assembly and included in the most recent State of Indiana biennial budget for the purpose of compensating and funding revenue changes, costs and expenses incurred by each Party as a result of the realignment contemplated by the Realignment Plan, as well as new programs and initiatives arising and developed from such realignment;
 2. The Boards of Trustees of each Party must have authorized and approved the terms and conditions of each Definitive Agreement contemplated by the Realignment Plan; and
 3. Each University must have obtained, or have 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 and the Indiana Commission for Higher Education, to the extent required as a result of the Realignment Plan or the Realigned Academic Units of each Party.

ARTICLE IV

MISCELLANEOUS TERMS AND COVENANTS

- A. **PUBLICITY; NOTICE TO THIRD PARTIES.** The Parties will mutually agree upon all press release announcements, press conferences and similar public statements of the realignment, this MOU and related issues and will mutually agree as to the timing of the release of any such announcements. Notwithstanding the above, each Party acknowledges that it is subject to Indiana's Open Door Law and Access to Public Records Act. Concurrently with the Realignment Effective Date, IU and Purdue will jointly execute a letter in a form agreed upon by both Parties, which will be sent by IU to all lenders, landlords, employees, independent contractors and parties to any existing written contracts, agreements or obligations to which IUPUI is a party, advising them of the new model at the Indianapolis campus.

- B. **ALL MATERIAL TERMS OF REALIGNMENT.** The Parties intend to cooperate and collaborate in good faith to ensure that the Realignment Plan captures, and the Definitive Agreements set forth, all material terms, key principles, discussions and understandings pertaining to the realignment and future model for the Indianapolis campus.
- C. **MODIFICATION; TERMINATION.** This MOU may only be changed, modified or amended by a written instrument executed by an authorized representative of each Party. Unless extended by mutual agreement of the Parties, this MOU will automatically terminate if the Definitive Agreements are not executive and delivered by June 30, 2023.
- D. **COUNTERPARTS.** This MOU 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 MOU 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: _____
Cynthia Ream
Corporate Secretary

By: _____
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Pamela Whitten
President

Attest:

ss: _____
Andrea Havill
Secretary

By: _____
Dwayne Pinkney
EVP for Finance and Administration