

1970 Agreement

AGREEMENT

INDIANA UNIVERSITY-PURDUE UNIVERSITY AT INDIANAPOLIS

This agreement is dated as of December 1, 1970, is made between The Trustees of Indiana University ("Indiana") and The Trustees of Purdue University ("Purdue") pursuant to the directive of the 96th Indiana General Assembly (Acts 1969, Chap. 397, Sec. 2g, p.1684) to work toward the unification of the Indianapolis Campuses of Indiana and Purdue.

1. Consolidation of Campuses at Indianapolis-Effective Date. On and after July 1, 1971 (the "effective date") the separate campuses of Indiana University and of Purdue University in Marion County, Indiana, shall be consolidated and managed under the name "Indiana University-Purdue University at Indianapolis" ("IU-PUI") in accordance with the terms of this Agreement.
2. Responsible Corporation. Indiana is hereby designated as the responsible corporation with full power, authority and responsibility to manage and operate IU-PUI for the benefit of Indiana University and Purdue University and do all things necessary and proper for that purpose. In the management and operation of IU-PUI, Indiana shall act in its own name and shall not act or be deemed to act as the agent of Purdue or Purdue University; and neither Purdue nor Purdue University shall be liable for or on account of any undertaking, act or omission by Indiana with respect to IU-PUI. Indiana hereby indemnifies and agrees to hold harmless Purdue and Purdue University against any cost, expense, loss, damage, or liability whatsoever on account of any undertaking, act or omission on the part of Indiana with respect to the management and operation of IU-PUI or to this Agreement (excepting therefrom those acts or omissions on the part of Purdue pertaining to its responsibilities under Paragraph 4 herein).
3. Assignment of Missions. Indiana University and Purdue University shall be assigned specific academic, research and public service missions in the operation of IU-PUI as mutually agreed upon from time to time and approved by the respective Boards of Trustees. The initial assignment of missions is as follows:

<u>To Indiana University</u>	<u>To Purdue University</u>
Bio-Chemistry	Agriculture
Biological Sciences	Architectural Technology
Business Administration	Chemistry*
Chemistry*	Civil Engineering Technology
Dentistry	Computer Technology
Economics	Construction Technology
Education**	Electrical Technology
English	Engineering
Fine Arts	Home Economics
Geography	Industrial Education
Government (Political Science)	Industrial Engineering Technology
History	Manufacturing Technology
Journalism	Mechanical Engineering Technology
Law	Mathematical Sciences
Medicine	-Computer Sciences
Modern Languages	-Mathematics
Nursing	-Statistics
Philosophy	Pharmacy (pre)
Psychology (except Industrial)	Physics
Speech and Theatre	Psychology (except Clinical)
Social Service	Veterinary Medicine (pre)
Sociology	

*Task force will be used to study the future development of Chemistry

**Purdue will teach secondary education methods in courses in fields of Chemistry, Mathematics, and Physics.

4. Mission Responsibility and Authority. The institution which holds the mission in a particular profession or disciplinary field (a) shall approve the appointment of all faculty members, part-time, and full-time, who offer instruction in that field in Indianapolis, (b) shall have full control of all curricula in the field, including extensions thereof, (c) shall award degrees (associates, baccalaureate, professional and/or graduate) in the field, and (d) shall supply all services or support courses in that field with the other institution. Costs budgeted and incurred by Purdue to carry out

its mission responsibilities will be reimbursed by Indiana.

5. Faculty. Indiana will appoint and employ all full-time and part-time faculty members, including those who function in Purdue University Mission areas. All faculty members who function in mission areas assigned to Purdue University shall first be approved by Purdue, and Indiana agrees to employ only persons so approved. Academic rank designations and changes therein from time to time, for personnel functioning in Purdue mission areas, shall be specified by Purdue; and for such persons, initial salary levels, and subsequent adjustments will be established by Indiana University after consideration of recommendations by Purdue University. Purdue faculty members with tenure who become Indiana employees on the effective date of this agreement will continue to have tenure with Indiana; all others will retain the number of years credit toward tenure as accumulated with Purdue.

6. Students. All students shall be admitted and enrolled by Indiana University as students of IU-PUI. Those who elect to pursue Purdue degree programs (associate, baccalaureate, professional and/or graduate) shall be admitted in accordance with standards established by Purdue University. Indiana shall maintain all academic records and shall furnish such documentation as Purdue requires for the granting of degrees. Indiana shall charge and collect all tuition, fees and other charges from students and others using the facilities of IU-PUI. Indiana shall be responsible for the government of all students and student organizations. The balance of any Purdue University student organization funds on the effective date shall be transferred to Indiana. Indiana shall provide and manage all student financial assistance including awarding all scholarships, grants and loans to students. Purdue University student loans outstanding on June 30, 1971 will be collected by Purdue as they become due and responsibility for all Purdue scholarships for students at IU-PUI shall be assumed by Indiana June 30, 1971. Indiana University agrees to assist and cooperate with Purdue University in the follow-up and collection of student loans outstanding as of June 30, 1971.

7. Administrative, Clerical and Service Personnel. From and after the effective date, all administrative, clerical and service personnel of IU-PUI shall be employed by Indiana which shall be solely responsible for such personnel. Whenever possible existing Purdue personnel will be retained

by Indiana at no reduction in salary or wage rate. Whenever the presidents of the two institutions agree, individuals who occupy key administrative positions may also be given appropriate titles or designations by Purdue.

8. Vacation and Other Benefits to Former Purdue Personnel. All former Purdue personnel, including faculty, employed by Indiana shall be given credit for past service to Purdue whenever such service is a factor in determining salaries, wages, and fringe benefits, and all such personnel shall be entitled to all vacation and sick leave earned.

9. Sponsored Programs. From and after the effective date, sponsored programs administered by the Office of Contract Administration of Purdue University will be transferred to Indiana for administration, subject to the consent and agreement of third parties where required. Indiana and Purdue agree to cooperate to secure such consents and agreements. Indiana shall be responsible for the submission and control of all proposals effective on or after the effective date for gifts, grants, and contracts awarded to IU-PUI. Proposals involving academic missions assigned to Purdue University will be submitted to Purdue for approval prior to submission by Indiana to the granting agency.

10. Patents and Copyrights. All patents and copyrights resulting from discoveries, inventions and material conceived or prepared prior to the effective date by Purdue or its personnel shall remain the property of Purdue.

11. Business Operation. From and after the effective date, Indiana will be responsible for all business operations of IU-PUI. On the effective date Indiana will assume all responsibility and liability for accounting, purchasing, contracts, fiscal management and control, telephone operations, parking facilities, safety and security, custodial services, building maintenance, building operations and insurance and utility charges for services rendered after the effective date. Accounts Receivable to include summer session 1971 income, computer services, copy center services, and other services provided by Purdue prior to July 1, 1971 will be remitted to Purdue and remain the property of Purdue. Accounts Payable to include outstanding orders on general funded accounts will be paid by Purdue if the merchandise is received prior to July 1, 1971; Accounts Payable for merchandise received on or

after July 1, 1971 will be the responsibility of Indiana. Summer session expenses for the 1971 summer session will be the responsibility of Indiana they should include such in their 1971 to the General Assembly. 1971 summer session student fee refunds will be made by Purdue. All outstanding orders on continuing educations restricted fund accounts will be the responsibility of Indiana as any excess income over expenses on these programs will be transferred to Indiana. Outstanding orders on restricted funds will be the responsibility of Indiana on those accounts which the fund balances are transferred to Indiana. On those which cannot be transferred due to third party interests, the outstanding orders will be the responsibility of Purdue. Purchase orders will be processed on the stores inventory account, undistributed supplies account and the faculty secretaries stores account during the last six months of the 1970-71 fiscal year only with specific approval of the Director of Regional campus business Affairs. Unless otherwise expressly agreed, Purdue University fund balances as of the effective date, will be retained by Purdue University.

12. Physical Plant. As the designated responsible corporation, Indiana shall have full power and it shall be its duty and responsibility to provide the land and building facilities necessary for the operation of IU-PUI.

13. Transfer of Personal Property. The parties shall jointly prepare an inventory of all Purdue University capital equipment which will be transferred to Indiana University at no cost. In addition, all expendable supplies, funds in postage accounts, and laboratory items, including stock in the stores inventory account, undistributed supplies account, and the faculty secretary stores account, will be transferred to Indiana. Further, Indiana University agrees that all equipment purchased by Purdue University with Federal Funds shall be subject to the terms of the applicable agreement under which the equipment was obtained and Indiana agrees to comply with all such terms.

14. Purchase of Real Property by Indiana from Ross-Ade Foundation. Effective with the date of this Agreement, Indiana University covenants and agrees to purchase from Ross-Ade Foundation, a corporation affiliated with and controlled by Purdue, and Ross-Ade Foundation covenants and agrees to sell to Indiana, the real estate described in the purchase agreement attached hereto and marked Exhibit A, for the price and on the terms and conditions set forth therein.

15. Lease of Real Property by Indiana. Indiana covenants and agrees to sublease from Purdue and Purdue covenants and agrees to sublease to Indiana, the properties known as the Krannert Building and the Standard Oil Building, (Administration Building) owned by Ross-Ade Foundation and leased to Purdue, on the terms and conditions set forth in the sublease agreements attached hereto and marked Exhibits B and C respectively. Ross-Ade Foundation joins in the execution of this Agreement to evidence its consent to such sublease agreements. Indiana covenants and agrees that it will fix, charge and collect fees from students attending IU-PUI which, together with other available funds, shall at all times be sufficient to provide the funds required to pay the rent and discharge the other financial obligations of such sublease agreements.

16. Budget Requests. Indiana University and Purdue University covenant and agree to cooperate in preparing requests for appropriations and bond financing authority for submission by Indiana University to the General Assembly in accordance with rules and regulations as shall be set forth from time to time by the State Budget Agency.

17. Binding Effect. This Agreement shall be legally binding upon Indiana and Purdue when authorized and approved by the respective Boards of Trustees, executed by duly authorized officers, and approved by the Governor and the Budget Agency, provided, however, that in the event the 1971 Indiana General Assembly does not enact legislation which, in the opinion of legal counsel for Indiana and legal counsel for Purdue, is necessary to enable the parties to carry out and perform this Agreement, this Agreement shall be null and void and neither party shall be bound by it.

Signatures.

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