AGENDA


2. Board of Regents Policy: Tuition and Fees - Review - T. Sullivan/R. Pfutzenreuter/J. Tonneson (pp. 4-10)

3. Hormel Institute Research Agreements - Review - T. Mulcahy (pp. 11-42)

4. Update: Undergraduate Writing Initiatives - T. Sullivan/R. McMaster (pp. 43-44)


6. Information Items - T. Sullivan (p. 52)
Educational Planning and Policy Committee May 12, 2011

**Agenda Item:** Board of Regents Policy: Academic Freedom and Responsibility

- [ ] review
- [ ] review/action
- ✔ action
- [ ] discussion

**Presenters:** Senior Vice President/Provost Thomas Sullivan

**Purpose:**

- ✔ policy
- [ ] background/context
- [ ] oversight
- [ ] strategic positioning

To consider a proposed amendment to the Academic Freedom and Responsibility Policy. The amendment initially was proposed by the Faculty Senate Committee on Academic Freedom and Tenure and has been endorsed by the Faculty Senate.

**Outline of Key Points/Policy Issues:**

The proposed amendment moves the phrase “without institutional discipline or restraint” from the end of the sentence in Section II that defines academic freedom to earlier in the sentence. The purpose of the proposed change is to clarify, consistent with the original intent of a 2009 amendment to the policy, that academic freedom applies to all of the activities listed in Section II. In light of discussion at the March 2011 meeting, during with the Committee reviewed the proposed change, commas have been added before and after the phrase in question.

**Background Information:**

The Academic Freedom and Responsibility policy was last amended in June, 2009.

**President's Recommendation for Action:**

The President recommends that the Board adopt the proposed amendment to the Academic Freedom and Responsibility Policy.
ACADEMIC FREEDOM AND RESPONSIBILITY

SECTION I. GUIDING PRINCIPLES.

The Board of Regents (Board) of the University of Minnesota (University) reaffirms the principles of academic freedom and responsibility. These are rooted in the belief that the mind is ennobled by the pursuit of understanding and the search for truth, and the state well served when instruction is available to all at an institution dedicated to the advancement of learning. These principles are also refreshed by the recollection that there is commune vinculum omnibus artibus, a common bond through all the arts.

SECTION II. ACADEMIC FREEDOM.

Academic freedom is the freedom, without institutional discipline or restraint, to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write without institutional discipline or restraint on matters of public concern as well as on matters related to professional duties and the functioning of the University.

SECTION III. ACADEMIC RESPONSIBILITY.

Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution.

Educational Planning and Policy Committee May 12, 2011

Agenda Item:  Board of Regents Policy: Tuition and Fees

☑ review   ☐ review/action   ☐ action   ☐ discussion

Presenters:  Senior Vice President/Provost Thomas Sullivan
Vice President and CFO/ Richard Pfutzenreuter
Budget Director Julie Tonneson

Purpose:

☑ policy   ☐ background/context   ☐ oversight   ☐ strategic positioning

The President is recommending a change in the definition of academic fees which is defined in the Board policy on tuition and fees which establishes the basic principles for assessing, collecting, and managing tuition and fees at the University of Minnesota. The fees section of the current Board policy on tuition and fees defines three types of fees: administrative fees, course fees and academic fees.

Outline of Key Points/Policy Issues:

Each year, the President’s annual operating budget to the Board of Regents includes a summary of student fees for approval. In recent years, questions have been raised as to the nature and level of those fees, so the Budget Office is conducting a thorough review and analysis of all fees charged to students. The study focuses on defining and categorizing existing fees, summarizing the metrics around those fees (numbers, types, dollar levels, revenues generated, thresholds etc.), reviewing the approval processes for the fees and raising policy and procedural questions associated with existing fees and future fee proposals. The study does not include a review of student services fees which is a separate policy of the Board of Regents.

The administration is recommending a new definition to replace the academic fee definition in current policy and is also recommending the addition of a new fee definition regarding durable goods fees.
**Background Information:**

There are two Regents Policies that address student fees: the Student Services Fee policy and the policy on Tuition and Fees. In addition, the annual operating budget presented to the Board of Regents each spring contains a listing of specific fees presented for approval.

The Finance and Operations Committee requested that the administration undertake a review of fees during the establishment of its annual work plan in 2009. The administration has made two presentations to the Finance and Operations Committee regarding the fee review: one in December 2009 and another in February 2011.

**President's Recommendation for Action:**

The President recommends approval of the proposed policy change.
TUITION AND FEES

This policy establishes the basic principles for assessing, collecting, and managing tuition and fees at the University of Minnesota (University).

SECTION I. GUIDING PRINCIPLES.

The University is a publicly-supported institution whose programs benefit individual students, the state, and the nation. The following principles shall guide the assessment, collection, and management of tuition and fees at the University:

Subd. 1. Shared Responsibility. The University's tuition and fee assessments shall reflect the shared responsibility, benefits, and needs of the individual student, the University, and the state.

Subd. 2. Access, Retention, and Timely Progress. The tuition rate structure shall provide appropriate incentives for access, retention, and timely progress toward the degree.

Subd. 3. Determinants of Tuition Rates and Related Fees. Tuition rates and related fees shall take into account the competitive environment of individual programs, personal benefits to individual students, and social needs as well as the level of state appropriations for the University's instructional programs. Graduate tuition rates, graduate assistant wage rates, and tuition waiver and remission policies shall enable recruitment of the best students to ensure that the quality of graduate programs is maintained and that the institution benefits from the contributions of graduate students to instructional and research programs.

Subd. 4. Assessment and Collection of Tuition and Fees. All tuition and fees assessed by the University shall be collected and managed under approved University business procedures.

SECTION II. TUITION GUIDELINES.

Subd. 1. Tuition Assessment. All students receiving credit-based instruction shall be assessed tuition or a comprehensive fee in lieu of tuition.
Subd. 2. Residency. The Board shall establish the University's residency policy, consistent with state and federal law. The president or delegate shall approve interpretive conventions of resident tuition status, subject to Board review. Students shall be provided an opportunity to present arguments for possible classification as a resident for University purposes.

Subd. 3. Tuition Reciprocity Agreements. Subject to Board approval, the University may participate in tuition reciprocity agreements with other states and Canadian provinces. These agreements shall specify the extent to which tuition is waived. Consistent with state law, the president shall recommend to the Board for action any additions or modifications to reciprocity agreements. The Board affirms that participation in reciprocity agreements involving the remission of nonresident tuition is based on adequate funding through the Governor's Office and the Minnesota State Legislature.

Subd. 4. Consortium and Exchange Agreements. The president may approve consortium and exchange agreements with other institutions and other academic programs for the conduct of student exchanges and visiting student/scholar programs.

Subd. 5. Tuition Rates. The president shall recommend to the Board for action the following tuition rates:

(a) Undergraduate Students — For each campus, the resident tuition rates shall be the same for all undergraduate students and the nonresident tuition rates shall be the same for all undergraduate students.

(b) Graduate Students — Tuition rates for graduate students may vary by program, but shall be established on a cost-related basis within market rates.

(c) Professional Students — Tuition rates for professional students may vary by program, but shall be established on a cost-related basis within market rates. The president or delegate shall determine the appropriate market comparisons for the professional schools of medicine, dentistry, veterinary medicine, pharmacy, and law.
(d) **Departmental Master's Degree Students** — Tuition rates for departmental master's students may vary by program, but shall be established at a level above the undergraduate rate.

(e) **Non-degree Students** — The president shall recommend tuition rates for non-degree students on each campus, recognizing that differences between degree-seeking and non-degree-seeking students may justify differences in tuition rates.

(f) **Nonresidents** — Nonresident, non-reciprocity tuition rates for undergraduate, graduate, professional, and departmental master's degree students shall be set at rates higher than for resident students.

(g) **Part-time Students** — Tuition rates and fees shall recognize the difference in cost between full-time and part-time students.

**Subd. 6. Exceptions.** The president may recommend for Board action that nonresident, non-reciprocity students be charged resident student tuition rates on a campus, in certain colleges or programs, or for distance education courses delivered by correspondence or electronically to students defined as off-campus by administrative policy.

**Subd. 7. Tuition Waivers and Remissions.** Tuition may be waived or remitted selectively in order to accommodate state law, to provide financial discounts to students the University is seeking to attract, to offer University employees a benefit, to promote cooperation with other educational institutions, to support the international exchange of students, and to serve humanitarian purposes. As a general rule, a tuition waiver or remission program shall be offered only if the University intends to provide such a benefit to all qualifying students, regardless of financial circumstance. The president shall recommend for Board action the terms and conditions of any new tuition waiver or tuition remission programs, and the University shall state publicly the exceptions it will approve.

**SECTION III. FEES.**

The president may recommend for Board action assessment of the following fees:
Subd. 1. Administrative Fees. Administrative fees affect large classes of students directly benefiting from the services for which the fees are assessed.

Subd. 2. Course Fees. Course fees may be assessed when academic units:

(a) purchase materials that will be used in developing products that students will retain or consume;
(b) purchase from non-University vendors services or products that are subsequently provided to students as a requirement of a course;
(c) provide individual lessons to students; or
(d) deliver distance education courses by correspondence or electronically.

Course fees shall be assessed only in specifically justified situations and shall not be substituted for general budget support.

Subd. 3. Academic Fees.

(a) Campus/Collegiate Fees. Academic Campus/collegiate fees are campus- and college-wide fees that may be assessed to all students enrolled on a campus or in a college for special equipment, supplies, goods and services that directly benefit students but that are not part of direct classroom instruction, provided that each campus uses no more than one campus-wide fee and that each college uses no more than one college-wide fee. Allowable goods and services include advising, career services, computer labs, special equipment, orientation activities, and other goods or activities intended to enhance the student experience outside of direct classroom instruction. The Academic Health Center also may assess special fees for first-professional students. Each campus shall assess no more than one campus-wide fee and each college shall assess no more than one college-wide fee.

(b) Durable Goods Fees. Durable goods fees may be charged by a campus or a college to their enrolled students (or any cohort or subset of their enrolled students) for educational materials and equipment that will be owned by, potentially owned by, or assigned to a specific student for their use during the entire term. Durable goods fees may not be charged for services, or for use of any equipment owned and retained by the University, with the exception of computer equipment assigned for a full term to a specific student.
SECTION IV. DELEGATION OF AUTHORITY.

Subd. 1. Recommendations. The president shall recommend for Board action tuition rates for all levels of students and estimate tuition revenue in the Annual Operating Budget, which also shall include information regarding tuition practices, any proposed tuition refund schedules, and administrative, academic, or course fees.

Subd. 2. Implementation. The president or delegate shall implement tuition policy and assess tuition.

In August 2010 the University of Minnesota, the Mayo Clinic and the Hormel Foundation (Austin, MN) agreed to establish two Hormel Institutes in Austin: the University of Minnesota Hormel Institute and the Mayo Clinic Hormel Institute. Both Institutes would be managed by a single Executive Director having a joint employment relationship with the University of Minnesota and the Mayo Clinic. The collaborative relationship between the two research Institutes will be governed by a Collaboration Agreement mutually developed by the three parties. The new Collaborative Agreement supersedes all previous agreements between the University of Minnesota and the Hormel Foundation dating back to and including the 1942 founding agreement that created the University of Minnesota Hormel Institute. Furthermore, the agreement replaces a collaborative research agreement signed by the University, the Foundation and the Mayo Clinic in 2006. The Hormel Foundation Board and the Board of the Mayo Clinic have reviewed and approved the Agreement and it is being presented at this time for review by the Board of Regents in anticipation of vote for adoption at the June Board meeting.

Outline of Key Points/Policy Issues:

The Board will be asked to consider the following documents related to the establishment of the two Hormel Institutes:

1. The 2011 Collaboration Agreement
2. Operating agreement defining the working relationships between the University of Minnesota and the Mayo Clinic Hormel Institutes; and
3. Two job descriptions for the Executive Director (ED) addressing his/her responsibilities to the University of Minnesota and the Mayo Clinic, respectively.
Background Information:

Relevant background information is included in the following exhibits:

1. The Collaborative Agreement
2. The Operating Agreement between the University and Mayo Clinic
3. Roles and responsibilities of the ED for the University of Minnesota Hormel Institute
4. Roles and responsibilities for the ED for the Mayo Clinic Hormel Institute

President's Recommendation for Action:

The President recommends approval of the Hormel Institute research agreements.
COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT (the “Agreement”) is made and entered into as of ________, 2011 (the “Effective Date”), by and between The Hormel Foundation (the “Foundation”), a Minnesota nonprofit corporation, the Regents of the University of Minnesota (the “University”), a constitutional corporation, and Mayo Clinic (“Mayo”), a Minnesota nonprofit corporation (collectively referred to as the “Parties” individually referred to as a “Party”).

WHEREAS, the Foundation supports, among other things, scientific and educational activities, and has been recognized as a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the University is Minnesota’s land grant university and its primary research university, combining a strong tradition of research, education and public service;

WHEREAS, Mayo is a private academic medical center with comprehensive programs of medical care, education and research and has been recognized as a tax-exempt organization within the meaning of Section 501(c)(3) of the Code;

WHEREAS, as described in Section 8 below, the University and Foundation have a long history of working together in support of the Hormel Institute, which originally was a unit of the University’s Graduate School and currently is a unit within the University’s Office of the Vice President for Research, with board membership throughout its history from University, Foundation and Mayo;

WHEREAS, Hormel Institute is a biomedical research center with scientists and collaborators working together to contribute to the development of new prevention and treatment therapies for cancer and other chronic diseases, which work currently takes place in a Research Facility built by the Foundation; and

WHEREAS, through this Agreement, the Parties desire to work collaboratively and endeavor to use available funding and research efforts to make significant biotechnology discoveries; improve health and wellbeing of individuals throughout the world; advance the understanding of disease or disease processes and engage in related research articulated by the Advisory Board described below (the “Mission”).

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

1. **Guiding Principles.**

   1.1 The Foundation designates the University and Mayo each as Hormel Institutes (“Institutes”) to work jointly and independently to further the Mission

   1.2 Subject to approval by the University of Minnesota Board of Regents and by the governing boards of the Foundation and of Mayo, a Hormel Institute Advisory Board (“Board”) shall be established to monitor the activities of Institutes and advise the Foundation, University and Mayo on the
progress, success and impact of the research at the Institutes. Subject to approval of the University of Minnesota Board of Regents and the Foundation, the Hormel Institute Board of Directors currently described in the 1942 Agreement will be dissolved.

1.3 Institute activities shall take place (a) in Austin, Minnesota, or (b) elsewhere, provided that activities may take place elsewhere only if such activities cannot be conducted at the facilities in Austin and only if the activities are needed to further a research objective, with the criteria under subdivision (b) as determined by procedures established in the Operating Agreement between the University and Mayo (described in Section 4 below), with the concurrence of the Board.

1.4 The Foundation intends to provide the research facility or facilities where the Institutes will be housed and in which the Parties will conduct their research (“Research Facility”) and will provide ongoing operational funding and targeted funding of activities at the Institutes as determined from time to time by the Foundation.

1.5 The University and Mayo will conduct their activities under the governance of their respective institutions while working cooperatively to share facilities, equipment and resources for the benefit of the mission so as to avoid duplication of expense and effort, all as outlined in more detail in the Operating Agreement to be separately negotiated between the University and Mayo as described in Section 4 below.

1.6 While working cooperatively, Mayo and the University may jointly or independently establish direct research relationships with third parties in addition to the Hormel Institute collaboration.

1.7 Mayo and the University shall mutually agree upon one individual who is a world renowned scientist to serve as the Institute Executive Director (“Executive Director”) to manage the activities of their respective Institutes. In order to facilitate coordination of the Mission, University and Mayo will designate the Executive Director on the Effective Date to manage their respective programs and agree to select a single individual as any successor Executive Director. It is contemplated that Dr. Zigang Dong will serve as the initial Executive Director as of the Effective Date.

2. Advisory Board.

2.1 The Board will be comprised of seven (7) members who shall be the Executive Director and two (2) representatives from each Party appointed by the Party. One representative from each Institute shall be the individual responsible for supervision of the Executive Director. On the Effective Date of this Agreement, those individuals shall be the University of Minnesota Vice President for Research and the Mayo Clinic Executive Dean for Research. The Board will be chaired by the Executive Director. The Board will be accountable to the Foundation and will not have governance authority over either Institute.

2.2 The Board will: (a) serve as a forum to further define goals for the Institutes consistent with the Mission and guiding principles; (b) seek to remove obstacles to collaboration resulting from operational impediments; (c) serve as the initial point for conflict resolution; (d) monitor the activities of Institutes and advise the Foundation, University and Mayo on the progress; and (e) advise the Institutes on the selection of a successor Executive Director.
3. **Executive Director.**

3.1 The Executive Director will have a separate employment relationship with the University and Mayo and will manage the activities of each Institute in conformity with the governance and policies and procedures each of the University and Mayo. Any issue related to the performance of the Executive Director in performing activities for an Institute will be subject to the employment policies of the employing Institute. Academic rank will be awarded by the governing bodies of the University and Mayo with the expectation that the qualifications of the Executive Director will allow for the designation of Professor.

3.2 When a vacancy occurs in the position of Executive Director, the Institutes will consult with the Advisory Board to define a process for selection of a successor Executive Director.

4. **Operating Agreement.** In furtherance of this Agreement, Mayo and University will sign an “Operating Agreement” to establish procedures and policies for appropriate coordination of the use of Research Facility, the management of joint research, and other matters.

5. **Research Facility.** The Foundation has constructed a Research Facility which is currently being used by the Parties and may choose to construct additional research space. Space required for use by the University or Mayo shall be leased by the Foundation to each institution separately at a market rate rent. A mutually agreeable lease will be signed by the Foundation with each Institute ("Lease") for use of the Research Facility.

6. **Use of Name.** The University and Mayo will be permitted to use the designation “Hormel Institute” in communications relating to the work performed under this Agreement. In addition, a Party may use another Party’s name (i) to reference the existence of the relationship among or between the Parties; (ii) in its own documents for internal use; or (iii) as required by law. Other use by a Party of another Party’s name requires prior approval of the Party whose name will be used. Publication of research funded by the Foundation will be acknowledged.

7. **Accountability.** The University and Mayo will report on progress toward meeting the Mission as requested by the Foundation but no less often than annually.

8. **Integration of Existing Agreements.** This Agreement represents the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby. In particular, given the number of agreements that govern the relationship between the University, the Foundation and Mayo over the last 68 years, the Parties desire that this Agreement supersede all previous agreements between the Parties described below with all provisions contained in the following agreements to be restated in or superseded by this Agreement or the Operating Agreement:

   (a) On November 30, 1942, the Foundation and University entered into a Memorandum of Agreement (the “1942 Agreement”) to establish the Hormel Institute (the “Institute”) as a unit of the University’s Graduate School. The 1942 Agreement provided for establishment of the Hormel Institute Board of Directors, consisting of five members recommended by the President of the University and approved of by the Regents with one (1) representative from Mayo, one (1) representative from the
Foundation, and three (3) representatives from the University, and with the Institute’s Executive Director to serve as a non-voting ex-officio member of the Board. Among other matters, the Foundation agreed to lease the real property of Jay C. Hormel in Austin, Minnesota to the University for the Institute to conduct education and research in plant and animal production and utilization, including the relation of animal products to disease and other topical research of the day, and such other subjects as mutually agreed upon by the University and the Foundation.

(b) On November 15, 1958, the Foundation and University entered into a second Memorandum of Agreement (the “1958 Agreement”) whereby new buildings were to be constructed on land owned by the Foundation with such newly constructed buildings to be owned by the University and used by the Institute for research. The 1958 Agreement also provided that the Foundation would continue to provide funds to the University of Minnesota for the operation of the Institute, in an amount of approximately $100,000 per year for a minimum of ten (10) years after completion of the construction of the laboratory buildings. For the purpose of constructing new buildings and furnishing facilities and scientific equipment for the Institute’s laboratory, the Foundation agreed to provide, to the extent of its income and resources, matching funds covering the National Institute of Health grant, but not to exceed the sum of $300,000. The 1958 Agreement was amended in 1959 to provide that the Foundation would provide matching funds covering the National Institute of Health grant or any other grants or funds made available, not to exceed $308,112.

(c) On September 21, 2006, the Foundation and University entered into an agreement (the “Permit Agreement”) to allow the Foundation to enter upon land leased to the University by the Foundation to renovate the buildings owned by the University where the Institute had been conducting its research and construct a research facility consisting of 20 laboratories (the “Research Facility”) to be used by the Institute. The Permit Agreement reserved the question of ownership of the Research Facility for a later date and required the Foundation and University to reach agreement regarding ownership prior to termination of the Permit Agreement effective May 1, 2008, or such other date mutually agreed upon by the University and the Foundation. The University and the Foundation amended the Permit several times to extend the Permit with the last amendment providing an extension of the Permit until December 31, 2010, or such other date as is mutually agreed upon by the University and the Foundation.

(d) On August 21, 2006, the Foundation, University, and Mayo entered into an agreement to include Mayo in increased collaboration on research projects that would uniquely recognize and incorporate the strengths of Mayo and the University, with such research projects selected by the Institute’s Board of Directors and carried out at the Austin facilities.

9. Term and Termination.

9.1 Term. This Agreement shall be and remain in full force and effect from and after the Effective Date and shall continue until terminated by one or more Parties pursuant to Section 9.2 below.

9.2 Termination. The provisions governing termination of this Agreement shall be set forth in the Lease for each Party.
10. **Liability.**

10.1 No Party to this Agreement shall be liable for expenses of defending the other or the other’s agents or employees against any legal or regulatory action arising out of or directly or indirectly connected with this Agreement, or for payment of any costs, liability, settlement, expenses (including attorney fees) or penalties of the other resulting from such action.

11. **Miscellaneous.**

11.1 **Amendments.** This Agreement may be amended only upon the mutual written consent of the Parties.

11.2 **Independent Contractors.** Nothing in this Agreement shall be construed to make or render any of the Parties or any such Parties’ officers, agents, or employees an employee of, or joint venture of, or with the other Parties for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by the other Parties to its employees. No right or authority is granted to any Party to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Parties.

11.3 **Confidentiality.** As an arm of the State of Minnesota, the University is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, which is analogous to the federal Freedom of Information Act. Foundation and Mayo acknowledge that they need to exercise the same degree of caution in disclosing confidential information to the University as they would exercise in disclosing confidential information to the federal government. If, during the course of the term of this Agreement, a Party wishes to disclose its confidential information to another Party, the disclosure should take place either (a) under any confidentiality terms of the Operating Agreement, or (b) pursuant to a separate confidentiality agreement.

11.4 **Notices.** All notices hereunder by any Party to the other Parties shall be in writing. All notices, demands and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to Foundation at: 329 North Main Street, Suite 102
Austin, Minnesota 55912

With a copy to: Adams, Rizzi & Sween, P.A.
300 First Street NW
Austin, Minnesota 55912
If to University at:    Vice President for Research
                       University of Minnesota
                       419 Johnston Hall
                       101 Pleasant Street S.E.
                       Minneapolis, MN  55455

With a copy to:   General Counsel
                  University of Minnesota
                  200 Oak Street SE
                  Minneapolis, MN  55455-2006

If to Mayo at:    President and Chief Executive Officer
                  Mayo Clinic
                  200 First Street SW
                  Rochester, Minnesota 55905

With a copy to:   Chief Legal Officer
                  Mayo Clinic
                  200 First Street SW
                  Rochester, Minnesota 55905

or to such other address or to such other person as may be designated by written notice given from time
to time during the term of this Agreement by one Party to the other Parties.

11.5 Compliance With Terms. Failure to insist upon strict compliance with any of the terms
herein (by way of waiver or breach) by any Party hereto shall not be deemed to be a continuous waiver
in the event of any future breach or waiver of any condition hereunder.

11.6 Rights of Parties. Nothing in this Agreement, whether expressed or implied, is intended
to confer any rights or remedies under or by reason of this Agreement on any persons other than the
Parties to this Agreement and to their respective successors and assigns.

11.7 Assignment. This Agreement may not be assigned by any Party without the express
written consent of the other Parties.

11.8 Benefits. This Agreement shall be binding upon, and shall inure to the benefit of, the
Parties hereto and their respective heirs, personal representatives, executors, administrators, successors
and assigns.

11.9 Construction. Wherever possible, each provision of this Agreement will be interpreted so
that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid
under the applicable law, that provision will still be effective to the extent it remains valid. The
remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be
valid in other jurisdictions.
11.10 **Captions.** The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.

11.11 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

11.12 **Conflict of Laws.** This Agreement shall be governed by the laws of the state of Minnesota without giving effect to its conflicts of law provisions.

11.13 **Dispute Resolution.** The Parties shall work closely to resolve any disagreements in regard to their activities under this Collaboration Agreement. If an issue is unable to be resolved by the Board, the Parties shall agree on a neutral mediator to mediate the dispute. If mediation is not successful, the Parties shall agree on a neutral arbitrator or panel of arbitrators to arbitrate the dispute, following the then current procedural rules of the American Arbitration Association.

[The remainder of this page is left intentionally blank. The signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first set forth above.

UNIVERSITY OF MINNESOTA

By ____________________________
By ____________________________
Its ____________________________

THE HORMEL FOUNDATION

By ____________________________
By ____________________________
Its ____________________________

MAYO CLINIC

By ____________________________
Its ____________________________
OPERATING AGREEMENT

THIS AGREEMENT is made effective this ___ day of ______, 2011 by and between the Regents of the University of Minnesota (the “University”), a constitutional corporation, and Mayo Clinic (“Mayo”), a Minnesota nonprofit corporation (collectively referred to as the “Parties” individually referred to as a “Party”).

WHEREAS, effective as of ____________, 2011 The Hormel Foundation (“Foundation”) and the Regents of the University of Minnesota (“University”) and Mayo Clinic (“Mayo”) entered a Collaboration Agreement to further the work collaboratively and endeavor to use available funding and research efforts to make significant biotechnology discoveries; improve health and wellbeing of individuals throughout the world; advance the understanding of disease or disease processes and engage in related research articulated by the Advisory Board of the Hormel Institute; and

WHEREAS, Foundation has designated University and Mayo each as Hormel Institutes (“Institutes”), and

WHEREAS, University and Mayo have individually signed leases with the Hormel Foundation to occupy space in the Hormel Institute building; and

WHEREAS, the Parties desire to conduct the work articulated in the Collaboration Agreement in an efficient and coordinated manner,

NOW THEREFORE, the parties hereto agree as follows:

1. Employment Relationships of Staff. The staff of the University of Minnesota Hormel Institute (UMHI) and of the Mayo Clinic Hormel Institute (MCHI) shall be employees of the University and of Mayo, respectively, and shall be subject to all employment and other institutional polices and obligations of each employer.
2. **Executive Director.**

   a. The Executive Director (ED) specified in Articles 1.7 and 3 of the Collaboration Agreement shall report to the University of Minnesota Vice President for Research for activities performed in University space by University staff and to the Mayo Clinic Executive Dean for Research for activities performed in Mayo space by Mayo staff.

   b. The ED is responsible for assuring appropriate institutional policies and procedures are followed by the respective staffs.

   c. The ED has the authority to convene and create operational work groups comprised of staff from Mayo and University in order to assure appropriate coordination of tasks on joint projects.

   d. The ED position is equivalent to one 100% time appointment, divided as the parties may determine from time to time and compensated as employment positions with both Mayo and University. The job descriptions for the University employment position and the Mayo employment position are attached hereto as Exhibits 1 and 2 and shall become part of the ED’s employment agreements with the respective parties.

   e. The ED shall maintain open, transparent communications with both the University and Mayo and shall take all reasonable steps to assure that his actions and decisions are not to the material disadvantage of either the University or Mayo.

   f. Any activities of the ED relating to legislative matters must be approved by relevant officials from both the University and Mayo.

3. **Management/Administration**

   a. ED shall have the role of a department or division head and shall be responsible for exercising the leadership authority and oversight responsibilities of such role. The ED may be a principal investigator of externally funded awards, may be a co-investigator on externally
funded awards, or may have no active role on such awards beyond providing the leadership, oversight and accountability that is associated with a department or division head.

b. Principal investigators shall be fully responsible for the conduct of their funded projects in accordance with the policies of the respective parties and will report to Executive Director. Non-PI staff shall be accountable to principal investigators, or as specified in the policies of the respective parties, and to the ED in the same manner as non-PI staff at the respective institutions.

4. Funding.

a. The parties anticipate that the Foundation will provide annual grants to University and to Mayo to be used for operations at each institution’s leased space in Austin, including for conducting research. Such research may encompass collaborative projects and projects conducted separately.

b. Management of the respective Foundation grants is subject to the financial controls and policies of each institution.

e. Gifts received by each institution from other donors, grants or contracts are subject to the financial controls and policies of each institution.

5. Conduct of Research.

a. The ED shall respect the right of principal investigators from each party to conduct research separately, but shall also encourage collaborative research between the parties whenever appropriate. For collaborative research projects to be conducted principally with funding received from the Foundation, each Institute shall designate a co-principal investigator (Co-PI), who shall be responsible for management of agreed research tasks. Where appropriate, the ED
may serve as sole PI of joint projects, as one of 2 co-PIs, or solely in a leadership/oversight capacity.

b. Grant applications for external funding may be submitted jointly or independently by University and Mayo. Primary responsibility for administrative oversight and management of a grant will reside with the institution to which the award is made, and that institution will issue a sub-award through its office of sponsored projects to the other institution specifying the funding and obligations for performance under the sub-award. The recipient institution shall be fully responsible for management of the sub-award and compliance with all sub-award obligations.

c. The parties shall maintain books, records, documents and other evidence pertaining to all expenses incurred and revenues received pursuant to each externally funded project to the extent and in such detail as will properly reflect all net costs of labor, materials, equipment, supplies and services and other direct costs and expenses of whatever nature for the project.

d. The parties may submit grant applications, jointly or separately, for external funding that involve collaborations with third parties not located in Austin, Minnesota, or that involve collaborations with University or Mayo researchers who are not located in Austin, Minnesota. Expenditures of third party funds for such collaborative research are not considered an “Institute Activity” under Article 1.3 of the Collaboration Agreement.

e. The parties may consider utilization of Hormel Foundation funding for research activities that occur outside Austin, Minnesota, when (a) an external collaborator possesses expertise that will materially benefit research that is being conducted at the Institutes in Austin, but the relevant expertise is not represented among personnel within either of the Institutes; or (b) specialized facilities or other resources needed to carry on the research are not available
in Austin, Minnesota; or (c) sufficient space to carry on the work does not currently exist in Austin, Minnesota; or (d) for other reasons that are specifically articulated by the PI or PIs and that are endorsed by the ED. The ED shall present the matter for concurrence by the Hormel Institute Advisory Board prior to expenditure of Hormel Foundation funds or, in where prior approval is not practicable, promptly after expenditure. Concurrence may be obtained through conference call, email communications or similar means and does not require a formal meeting of the Advisory Board.


   a For purposes of this Agreement, "Confidential Information" means written or tangible information disclosed by either party to the other, which at the time of disclosure is clearly and conspicuously labeled “Confidential” or “Proprietary”. Confidential Information shall also include oral and visual disclosures which are identified as confidential at the time of such disclosures and which are confirmed and summarized within fifteen (15) days of the disclosure by the disclosing party in a writing that sets forth the substance of the Confidential Information disclosed. The parties agree to maintain confidentiality of the Confidential Information during the term of this Agreement, including any renewal periods, and for a period of three (3) years from the effective termination or expiration date of this Agreement. Neither party shall use said Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees requiring access thereto for the purposes of this Agreement provided, however, that prior to making any such disclosures each such employee shall be apprised of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement. Neither party will be held financially liable for any inadvertent disclosure, but each will agree to use its reasonable efforts not to disclose any Confidential Information.

   b Nothing contained herein will in any way restrict or impair either party's right to use, disclose, or otherwise deal with any Confidential Information which:

      1. At the time of its receipt, is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party;

      2. Was independently known prior to receipt thereof, or made available to such receiving party as a matter of lawful right by a third party;

      3. Is received without obligation of confidentiality from a third party;

      4. Is developed independently by a party without reliance on Confidential Information, or
5. Is required by law (including the Minnesota Government Data Practices Act), and/or regulation or court order to be disclosed. In the event that information is required to be disclosed pursuant to this subsection, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under law.

7. **Intellectual Property.** Unless otherwise agreed to in a separate agreement covering a joint research project, in the event that any net income is generated from intellectual property that is derived from a work performed at Hormel Institute that involves both University and Mayo researchers, the net income will be divided equally between Mayo and University according to the terms of Schedule 1, attached hereto and incorporated herein by reference. University and Mayo will enter into an inter-institutional agreement to govern the patenting and commercialization of any intellectual property that results from such joint projects, and “net income” will be determined in accordance with such agreement. The Parties agree that University’s or Mayo’s net income on all Projects will be distributed pursuant to that Party’s policy for the distribution of income resulting from intellectual property.

8. **Liability; Insurance; Disclaimer of Warranties; Limitation of Liability.** Throughout the term of this Agreement, the Parties shall maintain such general, product liability and professional liability (malpractice) insurance, or have a funded program of self-insurance, in amounts of not less than $1,000,000.00 per claim, and $3,000,000.00 per occurrence.

Neither Party to this Agreement shall be liable for expenses of defending the other or the other’s agents or employees against any legal or regulatory action arising out of or directly or indirectly connected with this Agreement, or for payment of any costs, liability, settlement, expenses including attorney fees or penalties of the other resulting from such action.
Each party shall be responsible for its own acts and the results thereof and not for the acts of the other party. Liability of the University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736.

THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF THE CONDITION, ORIGINALITY, ACCURACY OR OTHER RESULTS OF THE RESEARCH OR OF ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT, OR OF THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR OF ANY INVENTION OR PRODUCT.

IN NO EVENT SHALL EITHER PARTY’S LIABILITY TO THE OTHER INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) OF ANY KIND.

9. Term and Termination. The term of this Agreement commences with the effective date above stated and continues until terminated upon termination of the Collaboration Agreement or the insolvency of either Party to this Agreement.

10. Compliance With Law. The Parties will comply with all state and federal laws and regulations which are applicable to this Agreement, including all laws and regulations relating to protection of privacy, use of animals in research, and handling of hazardous materials. Each Party shall be in compliance with, and shall require that any contractors performing work under this Agreement are in compliance with, all applicable OSHA regulations, including the federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65). All research conducted under this Agreement shall be conducted in accordance with all applicable
state and federal laws regarding such research. Each Party further represents that it has obtained all approvals and has full authority to enter into this Agreement.

11. Equal Opportunity and Nondiscrimination. The Parties will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Parties agree to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices. The Parties agree to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

12. Dispute Resolution. The Parties shall work closely to resolve any disagreements in regard to their activities under this Collaboration Agreement. In the event a conflict arises concerning the conduct of a project, the University of Minnesota Vice President for Research and the Mayo Clinic Executive Dean for Research shall mediate a mutually acceptable resolution, consistent with each institution’s policies. If an issue is unable to be resolved, the matter shall be submitted to the Hormel Institute Advisory Board for consideration. If an issue is unable to be resolved by the Advisory Board, the matter shall be submitted to a neutral mediator for resolution. If mediation is not successful, the Parties shall agree on a neutral arbitrator or panel of arbitrators to arbitrate the dispute, following the then current procedural rules of the American Arbitration Association.

13. Use of Name, Trademark or Logo. Neither Party shall use publicly for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark (including music and colors) of each other or their affiliates, or any simulation, abbreviation, or adaptation of the same, or
the name of any employee or agent, without the prior express, written consent of the Party whose
indicia is proposed to be used. The Party may withhold such consent in their absolute discretion.

14. **Publication.** Each Party's researchers shall retain the right to publish and present the
results of research in scholarly or professional journals, at professional meetings or conferences, or
otherwise of their choosing, consistent with the policies and procedures of the Party employing the
researcher. If researchers from both Parties participate in a research project, publication rights shall be
determined by any agreement or grant award funding such research. If there is no external funding
source, publication by the researchers shall be consistent with the Uniform Requirements of the
International Committee of Medical Journal Editors. In the case of joint publications and in order to
assure protection of future patent rights, researchers will provide copies of draft publications or
presentation materials to their institutions' technology commercialization offices on a timely basis.
The draft need not be the final manuscript, but the scientific or technical information should be
sufficiently complete to permit an informed review for patentability. The sooner a draft can be shared,
the less likely it is that a delay in a proposed publication or presentation may be needed. The
technology commercialization offices will prioritize review of these drafts and will notify researchers
within 15 days whether it appears that a draft may reveal a patentable invention. Where a draft does
disclose an invention, public release may need to be withheld for up to 60 days from the receipt of the
draft; however, final manuscripts may be submitted for confidential review if the journal or other
publisher assures that public disclosure will be withheld pending the completion of filing for patent
protection.

15. **Force Majeure.** Neither Party to this Agreement shall be responsible for the non-
performance of its obligations under this Agreement if such non-performance is caused [directly or
indirectly] by acts of God, acts of civil or military authority, civil disturbance, war, terrorism, fires, or
strikes. The Party so affected shall give notice to the other Party and shall do everything reasonably possible to resume performance.

16. **Miscellaneous.**

16.1 **Amendments.** This Agreement may be amended only upon the mutual written consent of the Parties.

16.2 **Independent Contractors.** Nothing in this Agreement shall be construed to make or render any of the Parties or any such Parties’ officers, agents, or employees an employee of, or joint venture of, or with the other Parties for any purpose whatsoever, including without limitation, participation in any benefits or privileges given or extended by the other Parties to its employees. No right or authority is granted to any Party to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Parties.

16.3 **Notices.** All notices hereunder by any Party to the other Parties shall be in writing. All notices, demands and requests shall be deemed given when mailed, postage prepaid, registered or certified mail, return receipt requested:

If to University at:  
Vice President for Research  
University of Minnesota  
419 Johnston Hall  
101 Pleasant Street S.E.  
Minneapolis, MN  55455

With a copy to:  
General Counsel  
University of Minnesota  
200 Oak Street SE  
Minneapolis, MN  55455-2006

If to Mayo at:  
President and Chief Executive Officer  
Mayo Clinic  
200 First Street SW  
Rochester, Minnesota 55905
or to such other address or to such other person as may be designated by written notice given from
time to time during the term of this Agreement by one Party to the other Parties.

A Party to this Agreement may change its address, facsimile number, or e-mail address by giving
written notice in compliance with this “Notice” section of the Agreement.

16.4 Compliance With Terms. Failure to insist upon strict compliance with any of the terms
herein (by way of waiver or breach) by either Party hereto shall not be deemed to be a continuous
waiver in the event of any future breach or waiver of any condition hereunder.

16.5 Rights of Parties. Nothing in this Agreement, whether expressed or implied, is
intended to confer any rights or remedies under or by reason of this Agreement on any persons other
than the Parties to this Agreement and to their respective successors and assigns.

16.6 Assignment. This Agreement may not be assigned by any Party without the express
written consent of the other Parties.

16.7 Benefits. This Agreement shall be binding upon, and shall inure to the benefit of, the
Parties hereto and their respective heirs, personal representatives, executors, administrators, successors
and assigns.
16.8  **Construction.** Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is to any extent invalid under the applicable law, that provision will still be effective to the extent it remains valid. The remainder of this Agreement also will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.

16.9  **Captions.** The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.

16.10  **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

16.11  **Conflict of Laws.** This Agreement shall be governed by the laws of the state of Minnesota without giving effect to its conflicts of law provisions.

16.12  **Conflict Among Agreements.** If the terms of this Agreement conflict with the terms of the Collaboration Agreement, the terms of the Collaboration Agreement shall control.

16.13  **Waiver.** The failure of a Party to complain of any default by the other Party or to enforce any of such Party’s rights, no matter how long such failure may continue, will not constitute a waiver of that Party’s rights under this Agreement. The waiver by a Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have set their hands on the date first set forth above.

**Regents of the University of Minnesota**

By: ___________________________
Certificate of Hormel Institute Executive Director:

I agree to abide by the terms and conditions of this Collaboration Agreement with respect to Projects funded under this Agreement involving both Hormel Institute and Mayo researchers. I will inform all Hormel Institute researchers involved in such Projects of the intellectual property and publication requirements of this Collaboration Agreement.

By: _______________________

Name: Zigan Dong, M.D., DR. P.H.

Title: Director, Hormel Institute
Schedule 1

[Any inter-institutional agreement to govern the patenting and commercialization of any intellectual property that results from Projects under this Agreement, and “net income” will be determined in accordance with this Schedule 1.]

Article 1.00 - Definitions

1.01 Administrative Fee means a ten percent (10%) fee calculated off of Gross Revenue up to a total cap per License of one-million dollars ($1,000,000).

1.02 Background Rights means any intellectual property rights, including patent rights and copyrights, on the Background Technology.

1.03 Background Technology means any know-how (discoveries, concepts and ideas, whether or not patentable, including processes, methods, formulae, software, techniques, specimens, data and information related thereto) and inventions existing before the Project or arising outside of the research on a Project.

1.04 Collaboration Period will be defined for each Project.

1.05 Commercialization Period means the three (3) year period after the completion and/or termination of a Project.

1.06 Foreground Rights means any intellectual property rights, including patent rights and copyrights, on the Foreground Technology.

1.07 Foreground Technology means Inventions, discoveries, concepts and ideas, whether or not patentable, including processes, methods, formulae, software, techniques, Specimens, data and information related thereto generated during and in the course of research on a Project.

1.08 Gross Revenue means all royalties and other payments and consideration, including equity, paid by any third party Licensee to the Lead Commercialization Office from a License, but specifically excluding sponsored research payments or payments designated by a Licensee for research or development activities or direct reimbursements by a licensee of expenses.

1.09 Improvement Period means the one (1) year term after the completion and/or termination of a Project.

1.10 Improvement Rights means any intellectual property right, including patent rights and copyrights on the Improvement Technology.

1.11 Improvement Technology means any rights to know-how (discoveries, concepts and ideas,
whether or not patentable, including processes, methods, formulae, software, techniques, specimens, data and information related thereto) and inventions arising out of continued research on Foreground Technology by an individual involved in the Project after the Project has been completed and/or terminated.

1.12 **Invention** means any invention (conceived and/or first reduced to practice) during or in the course of conducting research on a Project.

1.13 **Lead Commercialization Office** means the office responsible for commercialization of Foreground Technology during the Commercialization Period.

1.14 **Legal Costs** means legal fees and expenses, filing or maintenance fees, assessments and all other reasonable costs and expenses related to prosecuting, obtaining and maintaining patent protection, including litigation on Foreground Technology or Foreground Rights incurred pursuant to the macro budget and micro budget as will be agreed upon by the Parties pursuant to Section 7.02.

1.15 **Licensing or License** means any arrangement for commercial development of Foreground Technology entered into by a Lead Commercialization Office with a third party, including, but not limited to, licenses, stock option agreements or stock purchase agreements and any other transaction entered into by a Lead Commercialization Office, no matter how styled, during the Term.

1.16 **Net Revenue** means all Gross Revenue received by the Lead Commercialization Office from a Licensee for Foreground Technology or Foreground Rights less the Administration Fee and Legal Costs.

1.17 **Patent Rights** means any patent application and any continuation, divisional or continuation-in-part thereof, any patents issuing therefrom, and any substitution, extension, registration, confirmation, reissue, re-examination, renewal or like filing thereof, in any country.

**Article 2.00 – Intellectual Property**

2.01 **Administration.** The Parties will jointly administer all Foreground Technology and Foreground Rights ("Foreground") pursuant to the terms and conditions of this Article 2 and according to set principles that may be revised from time to time between the Parties. Each Party will identify a central point of contact for purposes of coordinating, monitoring and communicating ongoing intellectual property discussions between the Parties.

2.02 **Disclosure of New Inventions.** Each Party will promptly disclose to the other in writing all Inventions arising out of a Project. The Parties will conduct a prior art and commercialization assessment to determine if a patent should be filed on such Invention(s). Based on the assessment, the Parties will mutually determine to file a patent application and the invention disclosure will be sent to a mutually agreed upon law firm. The Parties will determine and manage Inventions, pursuant to a mutually agreed upon micro budget for Legal Costs for such Invention(s). The Parties will share equally in the Legal Costs for Foreground that is not reimbursed by third parties.

2.03 **Ownership of Inventions.** Inventorship of Inventions will be determined in accordance with U.S. patent law. Inventions with only Mayo inventors will be owned and assigned to Mayo; Inventions with only University inventors will be owned and assigned to University; and Inventions with inventors
from both Mayo and University shall be jointly owned and assigned. No employee of a party shall be permitted to work on a Project unless such employee is subject to an obligation to assign all right, title and interest in Foreground to their respective institutions.

2.04 Lead Commercialization Office. For each Project, the Parties will select a Lead Commercialization Office, based upon relative contributions of inventors, existing technical expertise and existing marketing efforts of the technology commercialization offices. Any lack on consensus on determining the Lead Commercialization Office will be brought to the Hormel Institute Board of Directors for resolution. During the Commercialization Period, the Lead Commercialization Office will be primarily responsible for patent filing, prosecution and maintenance of the Foreground.

During the Commercialization Period, the Lead Commercialization Office will engage in good faith efforts to license Foreground to third parties. During such period, subject to the Opt-Out procedure below, the other Party will not grant, sell, assign, license or otherwise transfer Foreground Rights to any third party. After execution of an inter-institutional agreement, the Parties will develop a template licensing agreement which will be incorporated as Exhibit A hereto. The Lead Commercialization Office will negotiate Licenses that contain substantially the same terms and conditions in the template license; provided that, if substantially different terms are to be included, the Lead Commercialization Office shall obtain the consent of the other Party, and that the other party may not unreasonably withhold consent thereof. The Lead Commercialization Office shall promptly provide to the other Party a copy of all Licenses executed on Foreground.

2.05 Foreground.
   a. During the term of a Project, neither Party will use Foreground from such Project in collaboration with a third party.
   b. Neither party will work with a third party on a Project without the prior written consent of the other Party.
   c. After the term of a Project but during the Commercialization Period, the Parties, including Affiliates, will be free to work with third parties on research with respect to Foreground, and work internally, subject to Sections 2.06 and 2.07, below. Thereafter, the Parties and Affiliates will be free to work with third parties with respect to Foreground, and work internally, subject to Section 2.06, below.

2.06 Improvement Rights
   a. Improvement Technology and Improvement Rights ("Improvements") developed during the Improvement Period by an individual working under the original Project, will be included for licensing to a third party licensee by the Lead Commercialization Office on at least a non-exclusive basis, unless such Improvements are free of any third party obligations, in which case, Improvements may be licensed exclusively. In either event, Improvements made during the Improvement Period shall be treated as Foreground for purposes of revenue sharing and research use.
   b. After the Improvement Period, Improvements made will not be subject to the obligations described in Section 2.06(a).

2.07 Background Rights
   a. The Parties hereby grant to each other a research cross-license to their Background Rights
and Background Technology (collectively, “Background”), subject to third party rights, solely for purposes of performing the Projects.

b. The Parties will exert reasonable efforts to identify any Background that may be relevant for performing a Project and will identify the same in a Project. If during the term of a Project and Commercialization Period either Party becomes aware of Background that would prohibit and/or limit work on or licensing of Foreground, it shall promptly notify the other Party.

c. Subject to third party obligations, the Parties will attempt to license Background with Foreground if the Background is necessary and/or useful to the practice of the Foreground.

d. The technology commercialization offices, with input from a Licensee if possible, will assist in valuing Background versus Foreground for purposes of determining revenue sharing on Background versus Foreground should Background be Licensed with Foreground. Should the technology commercialization offices not be able to reach an agreement with regards to valuation, the issue will be brought to the Executive Coordinating Committee to help determine the value. Should the Executive Coordinating Committee not be able to come to resolution of the respective value of the technologies, the parties will hire a mutually acceptable third party arbitrator to determine the valuation.

e. Upon completion of the Project, the research cross-license to the other Party’s Background shall terminate for that Project.

2.08 Royalties.

a. Unless otherwise agreed in writing in a Project, Mayo and University will share Net Revenue equally (50/50). Each Party shall be solely responsible for calculating and distributing to its respective employees involved in the Invention, any share of Net Revenues in accordance with its respective policies.

b. If, after the Commercialization Period, there is no License Agreement executed and the Parties do not extend the Commercialization Period, each Party may license its sole and share of joint Foreground; provided, however, if a License is executed by either Party within ten years from the end of the Project, the Parties will split the Net Revenue. Thereafter, should either Party execute a License to a pending patent application or an issued patent of Foreground Rights, the Parties will split the Net Revenue. If a Party Licenses unpatented Foreground more than ten years after the end of the Project, it shall owe no share of Net Revenue to the other Party. Both Parties shall periodically inform the other Party of commercialization activities once the Commercialization Period is over.

2.09 Infringement. If either Party becomes aware of a claim by a third party that its activities under this agreement infringe a third party’s intellectual property rights, it will notify the other Party. To the extent such claim may affect the rights of the other Party, both Parties will determine how to address the potential claim, which may include ceasing the alleged infringing activity. In the event either party is sued for infringement of third party intellectual property rights because of its actions or that of the other Party under a Project, the Parties will confer on an appropriate defense strategy and an equitable sharing of costs associated therewith. Unless otherwise agreed, the Parties will bear those costs in the same proportion in which they agree to share Net Revenue related to the Project at issue.
2.10 **Opt out for Patenting and Commercialization.** Either party may opt not to participate in patent filing and/or commercialization as follows:

a. At the outset of the patenting/commercialization process, either Party may determine not to participate in commercialization efforts and payment of its share of the costs of patenting and/or commercializing Foreground Technology and/or Foreground Rights (“Foreground”). In this case, Net Revenue will be divided as follows: ninety percent (90%) to the Lead Commercialization Office and ten percent (10%) to the opt-out Party.

b. After the parties have agreed to a micro budget for a Foreground Technology and a Lead Commercialization Party has begun the patenting/commercialization process, that Party may subsequently opt not to continue to participate in commercialization efforts and payment of its share of the costs of patenting and/or commercializing Foreground, in which case that Party shall offer the lead to the other Party. Should the other Party choose to take the lead, Net Revenue will be divided eighty percent (80%) to the new Lead Commercialization Party and twenty percent (20%) of the opt-out Party.

c. Once the Parties have agreed to a micro budget for a Foreground Technology and a Lead Commercialization Party has begun the patenting/commercialization process, the Party that is not the Lead Commercialization Office may opt not to continue to participate in commercialization efforts and payment of its share of the costs of patenting and/or commercializing Foreground, in which case Net Revenue will be split eighty percent (80%) to the Lead Commercialization Office and twenty percent (20%) to the opt-out party.

Should both parties opt not to participate in the patenting/commercialization process at any point in time, all patenting and commercialization efforts shall cease and the disposition of patents or patent applications will revert to the patent policies of both Parties.
Exhibit 1

Mayo Clinic Hormel Institute (MCHI)
Executive Director

Job Description

Reporting and Employment:

The Executive Director will report to the Mayo Clinic Executive Dean for Research, the senior-most research official at Mayo Clinic who, in turn, reports to the President and Chief Executive Officer of Mayo Clinic.

Responsibilities:

The MCHI Executive Director provides overall leadership and vision for MCHI. The Executive Director oversees and is responsible for all MCHI programs at the MCHI campus, Austin, Minnesota. The Executive Director works collaboratively with Mayo Clinic Cancer Center leadership as well as Mayo Clinic department and division chairs to ensure synergy with Mayo Clinic vision, mission and values, and Mayo Clinic Research strategic direction.

Responsibilities will also include those described in the collaboration Agreement executed by Mayo Clinic, Hormel Foundation, and the University of Minnesota. In this regard, this unique position will manage expectations of the University of Minnesota Hormel Institute and Hormel Foundation, in cooperation with and counsel from the Advisory Board.

Specific duties include:

- Develop a vision and strategic plan for MCHI;
- Develop annual MCHI progress report for presentation to the Mayo Clinic Research Committee;
- Chair Hormel Institute Advisory Board, to include organizing meetings and follow through on Board actions and represents MCHI to the Hormel Foundation Board;
- Enable and participate actively in the management and oversight of MCHI research programs ensuring optimal compliance with Mayo Clinic and applicable external regulatory requirements and guidelines;
- Consistent with Mayo Clinic policy, protect proprietary information of Mayo Clinic;
- Manage all aspects of the budget under direct control of the Executive Director;
- Working with Mayo Health System and Mayo Clinic Research leadership design and implement administrative structures and mechanisms to manage research programs at MCHI;
- Partner with a Mayo Clinic Research Administrator with regard to all matters of non-scientific nature. This partnership encompasses strategic planning at all levels and management of all resources;
- Ensure coordination of inter-programmatic scientific interactions among MCHI investigators, UMHI (University of Minnesota Hormel Institute) investigators and Mayo Clinic investigators;
- Serve as the principal liaison between MCHI and the community;
• Serve on various Mayo Clinic Research and Mayo Clinic Cancer Center senior administrative committees as appropriate;
• Participate in activities necessary to sustaining and promoting MCHI and maintaining its financial well being, including relationships with the full scope of potential extramural funding sources;
• Oversee the coordination of communication, both internal and external to MCHI;
• Exhibit professionalism and mutual respect and compliance with regard to the ethical conduct of research.

Authority:

• Finances – Financial performance of individual investigators in the institute, as with all Mayo Clinic investigators, is their personal responsibility. Mayo Clinic research leaders have a responsibility and authority to assist members of their respective units in achieving and maintaining the financial viability and success of their research programs.
• Space – Leadership role in design and utilization of space within MCHI space.
• Staff Recruitment – Executive Director will chair staff recruitment search committees. Search committees will consist of Mayo investigators in the appropriate field of science, one member of the Mayo Clinic Research Committee and one Mayo Clinic Administrator who will act as secretary of the search committee.
• Appointments are subject to Mayo Clinic Research Committee approval followed by Mayo Clinic Board of Governors approval.
• Recommend appropriate academic promotions of personnel within MCHI.

Accountability:

The Executive Director of the MCHI has several lines of accountability internal to Mayo Clinic.

• Executive Dean for Research:
  The Executive Dean for Research is charged with scientific oversight of all Mayo Clinic research and adjudication of resources.

• Cancer Center Senior Leadership:
  MCHI investigators engaged in qualified cancer research will be eligible for Mayo Clinic Cancer Center membership.

  Relationship with Austin Medical Center, a wholly owned subsidiary of Mayo Clinic, is under consideration. The extent and prominence of such a relationship is unclear at this time.

Time Commitment:

10% time commitment is expected at the early stages of this relationship. As MCHI investigative staff numbers grow, a corresponding increase in time commitment will be necessary.

Compensation:
Annual compensation in the amount of $____________ will be provided.
Exhibit 2

University of Minnesota Hormel Institute (UMHI)
Executive Director

Job Description

Reporting and Employment:

The Executive Director will report to the University of Minnesota Vice President for Research (VPR), the senior-most research official at the University who, in turn, reports to the President.

Responsibilities:

The UMHI Executive Director provides overall leadership and vision for UMHI. The Executive Director oversees and is responsible for all UMHI programs at the UMHI campus, Austin, Minnesota. The Executive Director works collaboratively with University of Minnesota leadership to ensure synergy with the University’s vision, mission and values.

Responsibilities will also include those described in the collaboration Agreement executed by the University of Minnesota, Mayo Clinic and Hormel Foundation. In this regard, this unique position will manage expectations of the Mayo Clinic Hormel Institute and Hormel Foundation, in cooperation with and counsel from the Advisory Board.

Specific duties include:

- Develop a vision and strategic plan for UMHI;
- Develop annual UMHI progress report for presentation to the University Vice President for Research;
- Chair Hormel Institute Advisory Board, to include organizing meetings and follow through on Board actions and represents UMHI to the Hormel Foundation Board;
- Enable and participate actively in the management and oversight of UMHI research programs ensuring optimal compliance with University of Minnesota and applicable external regulatory requirements and guidelines;
- Consistent with University of Minnesota policy, protect proprietary information of the University;
- Manage all aspects of the budget under direct control of the Executive Director;
- Working with University of Minnesota leadership, design and implement administrative structures and mechanisms to manage research programs at UMHI;
- Partner with a University of Minnesota research administrator with regard to research administration matters of non-scientific nature, to include assuring stewardship of all third party funding.
- Ensure coordination of inter-programmatic scientific interactions among UMHI investigators, MCHI (Mayo Clinic Hormel Institute) investigators and University investigators;
- Serve as the principal liaison between UMHI and the community;
- Serve on University of Minnesota committees as appropriate;
• Participate in activities necessary to sustaining and promoting UMHI and maintaining its financial well being, including relationships with the full scope of potential extramural funding sources;
• Oversee the coordination of communication, both internal and external to UMHI;
• Exhibit professionalism and mutual respect and compliance with regard to the ethical conduct of research.

Authority:

• Finances – The ED is responsible for local financial management. As a research unit leader, the ED has a responsibility and authority to assist individual researchers in achieving and maintaining the financial viability and success of their research programs, provided that individual principal investigators are principally responsible for their research programs.
• Space – Leadership role in utilization of space within UMHI space.
• Staff Recruitment – Executive Director will chair staff recruitment search committees and will assure that staff recruitment is conducted in compliance with University of Minnesota policy.
• Recommend appropriate academic promotions of personnel within UMHI.

Accountability:

The Executive Director of the UMHI is accountable to the University of Minnesota Vice President for Research.

Time Commitment:

90% time commitment is provided at the early stages of this relationship. As MCHI investigative staff numbers grow and MCHI commitment increases, a corresponding decrease in UMHI time commitment will be necessary.
Educational Planning and Policy Committee May 12, 2011

Agenda Item: Update: Undergraduate Writing Initiatives

☐ review  ☐ review/action  ☐ action  ☒ discussion

Presenters: Senior Vice President/Provost Thomas Sullivan
Vice Provost/Dean of Undergraduate Education Robert McMaster

Purpose: ☐ policy  ☒ background/context  ☐ oversight  ☒ strategic positioning

To report on the status of undergraduate writing on the Twin Cities campus and provide an update on recent curricular strategies and initiatives to enhance students’ abilities to communicate effectively in writing.

Outline of Key Points/Policy Issues:

The University of Minnesota’s strategic positioning action strategy calls for the University to recruit, educate, challenge, support, and graduate outstanding undergraduate students. Outstanding instruction in writing is one critical component of a distinctive undergraduate education. Learning to communicate effectively is an important outcome of a rigorous course of study within a research university. At the University of Minnesota, writing is critical to how scholars – from undergraduate students to faculty researchers – explore ideas, conduct research, and communicate knowledge.

This report will provide an overview of the current writing requirements for undergraduate students and how those requirements are integrated into the undergraduate curriculum, including the liberal education requirements. Effective writing skills are important to the undergraduate Student Learning Outcomes, which state that “At the time of receiving a bachelor’s degree, students can communicate effectively; and identify, define, and solve problems.”

Recent initiatives include the creation of the Department of Writing Studies, which provides intellectual leadership in the research and teaching of first-year writing. Housed within Writing Studies, the Center for Writing provides in-person and online writing support to undergraduate students. The University of Minnesota’s Writing-Enriched Curriculum (WEC) Project, launched in 2007 with support from the Bush Foundation, pilots a process for meaningfully infusing writing and writing instruction into all undergraduate curricula. Since
its inception, the project has engaged 28 academic units in developing and implementing customized undergraduate writing plans. The University continues to support Writing Intensive (WI) courses within each department that are approved by the Campus Writing Board.

**Background Information:**

December 9, 2010: *Focus on Undergraduate Education* (Educational Planning and Policy Committee)
Educational Planning and Policy Committee

May 12, 2011

Agenda Item: Consent Report

☐ review ☒ review/action ☐ action ☐ discussion

Presenters: Senior Vice President/Provost Thomas Sullivan

Purpose:

☐ policy ☐ background/context ☒ oversight ☐ strategic positioning

To seek Board approval of new academic programs and program additions, program deletions and discontinuations, and/or program changes, as outlined below.

Outline of Key Points/Policy Issues:

I. Request for Approval of New Academic Programs

- College of Liberal Arts (Twin Cities Campus)—Create minor in Public Health
- Medical School (Twin Cities Campus)—Create Ophthalmic Plastic and Reconstructive Surgery Fellowship
- College of Biological Sciences (Twin Cities Campus)—Create minor in Pharmacology
- Swenson College of Science and Engineering (Duluth Campus)—Create M.S. degree in Civil Engineering
- Labovitz School of Business and Economics (Duluth Campus)—Create B.B.A. degree in Marketing Analytics
- Morris Campus—Create B.A. degree in German Studies
- Morris Campus—Create minor in German Studies
• Morris Campus—Create B.A. degree in Sport Management
• Morris Campus—Create minor in Sport Management

II. Request for Changes to Academic Programs

• College of Science and Engineering (Twin Cities Campus)—Change name of Bachelor of Geological Engineering (B.Geo.E) degree to Bachelor of Geoengineering degree and create Geomechanics Engineering, Geoenvironmental Engineering, and Geofluids Engineering subplans

• Law School (Twin Cities Campus)—Create Environmental and Energy Law track within the J.D. and LL.M. degrees

• College of Continuing Education (Twin Cities Campus)—Discontinue Multidisciplinary Studies track within the B.A. and B.S. degrees in the Inter-College Program

• Duluth campus—Change names of tracks within Master of Advocacy and Political Leadership (M.A.P.L.) degree to Public Sector track and Nonprofit Advocacy track

• Crookston Campus—Deliver via distance the existing B.S. degree in Information Technology Management

• Crookston Campus—Deliver via distance the existing B.S. degree in Health Management

III. Request for Approval of Discontinued Academic Programs

• College of Liberal Arts (Twin Cities Campus)—Discontinue B.A. degree in Classical and Near Eastern Archaeology

• College of Liberal Arts (Twin Cities Campus)—Discontinue B.A. degree in Ancient Mediterranean Studies

• College of Liberal Arts (Twin Cities Campus)—Discontinue Humanities in the West minor

• Morris campus—Discontinue B.A. degree in European Studies

• Morris campus—Discontinue B.A. degree in German

• Morris campus—Discontinue minor in German

Background Information:

This report appears as a regular item on the Educational Planning and Policy Committee agenda. Academic program proposal review and approval is governed by University of Minnesota Policy 2.2.4: Review of Proposals for New, Changed, and Discontinued Academic Programs. Approval by the Board of Regents is required for the establishment of new academic programs; addition of formal tracks and of new sites for existing academic programs; discontinuance/merger of existing programs; and changes in program titles/degree designation.
President's Recommendation for Action:

The President recommends approval of the academic program proposals detailed in the Consent Report.
Consent Report

I. Request for Approval of New Academic Programs

- **College of Liberal Arts (Twin Cities Campus)—Create minor in Public Health**

  The College of Liberal Arts on the Twin Cities campus requests approval to create a minor in Public Health, effective fall semester 2011. The proposed minor is an interdisciplinary program and collaboration with the School of Public Health. Students in the minor will study public health issues and the ways that these topics relate to society as a whole, including the prevention of disease and promotion of the well-being of the population.

- **Medical School (Twin Cities Campus)—Create Ophthalmic Plastic and Reconstructive Surgery Fellowship**

  The Medical School requests approval to create the fellowship in Ophthalmic Plastic and Reconstructive Surgery, retroactive to 2006. Students in the fellowship program experience intense exposure to ophthalmic plastic surgery as well as craniofacial surgery, dermatology, neuro-imaging and neuro-ophthalmology.

- **College of Biological Sciences (Twin Cities Campus)—Create minor in Pharmacology**

  The College of Biological Sciences on the Twin Cities campus requests approval to create a minor in Pharmacology, effective fall semester 2011. The proposed minor is an interdisciplinary program and collaboration with the Medical School. The pharmacology minor integrates information from biological science disciplines and provides the foundation to several health science professions.

- **Swenson College of Science and Engineering (Duluth Campus)—Create M.S. degree in Civil Engineering**

  The Swenson College of Science and Engineering on the Duluth campus requests approval to create a Master of Science (M.S.) degree in Civil Engineering, effective fall semester 2011. The 30-credit M.S. degree will be a Plan A (thesis) program. The proposed program addresses a need in the Northeast Minnesota for expertise and experience that lead to improvements in basic infrastructure.
Labovitz School of Business and Economics (Duluth Campus)—Create B.B.A. degree in Marketing Analytics

The Labovitz School of Business and Economics on the Duluth campus requests approval to create a Bachelor of Business Administration (B.B.A.) degree in Marketing Analytics, effective fall semester 2011. Marketing Analytics is an important and emerging field that integrates mathematical tools and data analysis with marketing.

Morris Campus—Create B.A. degree in German Studies

The Morris campus requests approval to create a Bachelor of Arts (B.A.) degree in German Studies, effective fall semester 2011. The B.A. in German Studies will have an interdisciplinary focus and replace the B.A. degrees in German and European Studies.

Morris Campus—Create minor in German Studies

The Morris campus requests approval to create a minor in German Studies, effective fall semester 2011. The minor in German Studies will have an interdisciplinary focus and replace the minor in German.

Morris Campus—Create B.A. degree in Sport Management

The Morris campus requests approval to create a Bachelor of Arts (B.A.) in Sport Management, effective fall semester 2011. Students in the proposed degree will study the leadership, planning, budgeting, marketing, and evaluation of sport or physical-activity related organizations.

Morris Campus—Create minor in Sport Management

The Morris campus requests approval to create a minor in Sport Management, effective fall semester 2011. Students in the proposed minor will study the issues and complexities of the sport or fitness industry.

II. Request for Changes to Academic Programs

College of Science and Engineering (Twin Cities Campus)—Change name of Bachelor of Geological Engineering (B.Geo.E) degree to Bachelor of Geoengineering degree and create Geomechanics Engineering, Geoenvironmental Engineering, and Geofluids Engineering subplans

The College of Science and Engineering on the Twin Cities campus requests approval to change the name of the Bachelor of Geological Engineering (B.Geo.E) degree to Bachelor of Geoengineering (B.Geo.E) degree and create Geomechanics Engineering, Geoenvironmental Engineering, and Geofluids Engineering subplans, effective summer 2011. The proposed name change better reflects the terminology used in the discipline. The proposed tracks package existing courses to create opportunities for specialization.
- **Law School (Twin Cities Campus)—Create Environmental and Energy Law track within the J.D. and LL.M. degrees**

  The Law School on the Twin Cities campus requests approval to create the Environmental and Energy Law track (concentration) within the Juris Doctor (J.D.) and Master of Law (LL.M.) degrees, effective fall semester 2011. The proposed concentration recognizes students who take advantage of curricular offerings and faculty expertise in this specialized area. The concentration will leverage existing resources.

- **College of Continuing Education (Twin Cities Campus)—Discontinue Multidisciplinary Studies track within the B.A. and B.S. degrees in the Inter-College Program**

  The College of Continuing Education on the Twin Cities campus requests approval to discontinue the Multidisciplinary Studies track within the Bachelor of Arts (B.A.) and Bachelor of Science (B.S.) degrees in the Inter-College Program, effective summer 2011. The track is replaced by the B.A. and B.S. degrees in Multidisciplinary Studies (approved February 2011). The Multidisciplinary Studies programs provide individualized undergraduate education to returning adult learners with access to cross-college, individualized degree options.

- **Duluth campus—Change names of tracks within Master of Advocacy and Political Leadership (M.A.P.L.) degree to Public Sector track and Nonprofit Advocacy track**

  The College of Liberal Arts on the Duluth campus requests approval to change the names of the Community Leadership track and the Nonprofit and Community Advocacy track to Public Sector track and Nonprofit Advocacy track within the Master of Advocacy and Political Leadership (M.A.P.L.) degree, effective fall semester 2011. The new names more appropriately describe the courses that comprise the tracks.

- **Crookston Campus—Deliver via distance the existing B.S. degree in Information Technology Management**

  The Crookston campus requests approval to deliver via distance the Bachelor of Science (B.S.) degree in Information Technology Management, effective fall semester 2011. Online delivery of this degree program will provide greater flexibility to students for whom traditional delivery is not feasible.

- **Crookston Campus—Deliver via distance the existing B.S. degree in Health Management**

  The Crookston campus requests approval to deliver via distance the Bachelor of Science (B.S.) degree in Health Management, effective fall semester 2011. Online delivery of this degree program will provide greater flexibility to students for whom traditional delivery is not feasible.
III. Request for Approval of Discontinued Academic Programs

- **College of Liberal Arts (Twin Cities Campus)—Discontinue B.A. degree in Classical and Near Eastern Archaeology**

  The College of Liberal Arts on the Twin Cities campus requests approval to discontinue the Bachelor of Arts (B.A.) degree in Classical and Near Eastern Archaeology, effective fall semester 2011. The proposed discontinuation is the result of departing key faculty and low student interest.

- **College of Liberal Arts (Twin Cities Campus)—Discontinue B.A. degree in Ancient Mediterranean Studies**

  The College of Liberal Arts on the Twin Cities campus requests approval to discontinue the Bachelor of Arts (B.A.) degree in Ancient Mediterranean Studies, effective fall semester 2011. The proposed discontinuation is the result of low student interest.

- **College of Liberal Arts (Twin Cities Campus)—Discontinue Humanities in the West minor**

  The College of Liberal Arts on the Twin Cities campus requests approval to discontinue the minor in Humanities in the West, effective summer 2011. The proposed discontinuation results from low student demand over the past 10 years. In addition, a key faculty member is scheduled to retire. Opportunities for students to engage in humanities coursework exist elsewhere in the college.

- **Morris campus—Discontinue B.A. degree in European Studies**

  The Morris campus requests approval to discontinue the Bachelor of Arts (B.A.) degree in European Studies, effective spring semester 2011. The B.A. degrees in European Studies and German will be replaced by the interdisciplinary B.A. degree in German Studies.

- **Morris campus—Discontinue B.A. degree in German**

  The Morris campus requests approval to discontinue the Bachelor of Arts (B.A.) degree in German, effective spring semester 2011. The B.A. degrees in European Studies and German will be replaced by the interdisciplinary B.A. degree in German Studies.

- **Morris campus—Discontinue minor in German**

  The Morris campus requests approval to discontinue the minor in German, effective spring semester 2011. The minor in German will be replaced by the interdisciplinary minor in German Studies.
Educational Planning and Policy Committee May 12, 2011

**Agenda Item:** Information Items

☐ review  ☐ review/action  ☐ action  ☑ discussion

**Presenters:** Senior Vice President/Provost Thomas Sullivan

**Purpose:**

☐ policy  ☑ background/context  ☐ oversight  ☐ strategic positioning

To inform members of the Educational Planning and Policy Committee of noteworthy items and policy-related issues affecting University units and departments.

To provide the Committee with background information related to issues of regional, national and international policy affecting higher education.

**Outline of Key Points/Policy Issues:**

There are no information items to report.

**Background Information:**

This report appears as a regular item on the Educational Planning and Policy Committee agenda.