

AGREEMENT RELATING TO THE CONDUCT OF RESEARCH, INCLUDING BUT NOT LIMITED TO RESEARCH INVOLVING HUMAN SUBJECTS AND ANIMALS IN THE CONTEXT OF THE AFFILIATION BETWEEN ROWAN UNIVERSITY AND THE COOPER HEALTH SYSTEM FOR DEVELOPMENT OF THE COOPER MEDICAL SCHOOL OF ROWAN UNIVERSITY

This Agreement is made this March 21, 2011 between The Cooper Health System, a new Jersey non-profit corporation, with a principal address of One Cooper Plaza, Camden, NJ 08103 ("Cooper") and Rowan University, a public institution of higher education, with a principal address of 201 Mullica Hill Road, Glassboro, New Jersey 08028 ("Rowan") (each individually a "Party" and, collectively, the "Parties")

I. BACKGROUND

Cooper and Rowan have entered into an Affiliation Agreement (the "Affiliation Agreement"), effective as of September 21, 2010, which establishes the principal elements of the relationship between Rowan and Cooper in connection with the establishment and operation of The Cooper Medical School of Rowan University (the "Medical School").

Article 6, Section 6.14 of the Affiliation Agreement provides for the Parties to enter into a separate agreement to address their interaction and collaboration on research which may be conducted by clinical and basic science faculty of the Medical School, as well as research involving non-Medical School faculty and/or other employees of Rowan and clinical faculty and/or other employees of Cooper. This Agreement is intended to fulfill the intention of the above cited provision.

The Parties acknowledge that, as of the date of this Agreement, Cooper is actively involved in basic and applied biological, biomedical, and laboratory research, with and without the use of laboratory animals and human subject research. As concerns human subject research, Cooper has a Institutional Review Board ("IRB") with a federal-wide assurance (#00000211) which, among other things, provides oversight to human subject research conducted by Cooper physicians, residents, fellows, nurses, allied health professionals and scientists. Cooper also maintains a Research Institute for the development, administration, and fiscal oversight of clinical trial agreements and grants. Cooper additionally has collaborative relationships with the Cancer Institute of New Jersey and other entities for the conduct of research.

The Parties also acknowledge that as of the date of this Agreement Rowan is actively engaged in basic and applied research, some of which may involve human or animal subjects. Rowan has established a federally-mandated and approved IRB with a federal-wide assurance (#00007111), Institutional Animal Care and Use Committee ("IACUC") and Institutional Biosafety Committee ("IBC") to review, approve and oversee conduct of these research projects.

Cooper physicians and other scientists are also involved in sponsored and un-sponsored animal research which is reviewed and overseen by the Institutional Animal Care and Use Committee ("IACUC") of the University of Medicine and Dentistry of New Jersey.

The Parties do not intend that the affiliation between Cooper and Rowan will prejudice the ongoing conduct of Cooper's or Rowan's research programs. Rather, it is the intent of this Agreement to foster cooperation and collaboration between The Parties towards the goal of enhancing research opportunities at Cooper, Rowan and the Medical School.

Nothing in this Agreement is intended to affect Cooper's continued or future research program entirely unrelated to the Medical School in accordance with its policies, procedures and policies applicable to Rowan, including its operational, administrative infrastructure and Institutional Review Committee. Cooper's research program that is unrelated to the Medical School may include human and/or animal subjects and involve its employed physicians and other Cooper health professionals as principal or other investigators.

Nothing in this Agreement is intended to affect Rowan's continued or future conduct of its research program entirely unrelated to the Medical School in accordance with policies, procedures and processes applicable to Rowan. Rowan's research program that is unrelated to the Medical School may include human and/or animal subjects and involve the participation of its employees as principal or other investigators.

Nothing in this Agreement is intended to define research relationships by and between Rowan or the Medical School and entities other than Cooper, and similarly nothing in this Agreement is intended to define research relationships by and between Cooper and entities other than Rowan and the Medical School.

- 1. Dean of the Medical School** - The Dean of the Medical School shall approve each application for research support governed by this Agreement prior to submission of the application to the funding source.
- 2. Associate Dean for Research** - The Parties agree that Rowan will hire and pay for an Associate Dean of the Medical School for Research, who shall have the responsibility for the administration of the research function of the Medical School as set forth herein. The search for the Associate Dean will be conducted as soon as reasonably practicable, in accordance with Rowan's established recruitment policies and procedures as soon as reasonably possible. The role of the Associate Dean for Research will be to oversee the administration of research conducted under the auspices of the Medical School, to develop research opportunities involving Medical School faculty and to serve as a liaison between the two Parties in the development of collaborative research opportunities involving employees of the two Parties.. The Associate Dean for Research shall meet regularly with the persons designated by each of the Parties as the principal Research Administrator (*i.e.*, the Associate Provost for Research at Rowan and, the Director of the Cooper Research Institute at Cooper. All applications for third-party funding of research at the Medical School shall be approved by the Associate Dean for Research, the principal Research Administrator of Cooper (if Cooper employees, facilities or patients are involved), the Dean of the Medical School and will be reviewed, approved and submitted by the

Principal Research Administrator at Rowan, in accordance with policies established by the Rowan Board of Trustees.

3. Medical School Research Committee – The Medical School Research Committee has been established by the Parties, co-chaired by the Principal Research Administrators of the Parties and including four faculty members from each institution. The Medical School Research Committee functions as a resource and advisory body involved in strategic planning, development and professional evaluation of research opportunities and processes. The Associate Dean for Research shall be an additional member of the committee.

4. Research Oversight Committee - The Dean of the Medical School will appoint a Rowan member of the Medical School faculty to serve as a member of Cooper's Research Oversight Committee. The Research Oversight Committee functions as a resource and advisory body involved in strategic planning, development, and professional evaluation of research opportunities and processes.

5. Cooper's Institutional Review Board - The Dean of the Medical School shall appoint a Rowan member of the Medical School faculty to serve as a member of Cooper's Institutional Review Board ("IRB"), subject to that individual's meeting all qualifications for initial and ongoing membership on the IRB.

6. Rowan's Institutional Biosafety Committee – Institutional Biosafety Committees ("IBCs") have been established under National Institutes of Health guidelines to provide local review and oversight of all forms of research utilizing recombinant DNA. Rowan's IBC ensures that activities involving recombinant DNA and bio-hazardous agents meet the ethical and legal requirements for the responsible use of these agents in academic workplaces; creates policies and makes recommendations to the University regarding such activities and establishes and promotes an open and cooperative relationship with faculty and student investigators and the Rowan community. The IBC, in conjunction with the University administration, also has the charge of monitoring federal, state and local regulations and ensuring Rowan's compliance with those regulations. All activities conducted by Medical School faculty in Rowan facilities will be subject to review by the IBC.

7. Conduct of Human Subject Research

a. All human subject research conducted by Medical School faculty or employees (including but not limited to Cooper employed physicians, residents, fellows or scientists, whether publicly or privately sponsored, or un-sponsored, shall continue to be administered through Cooper's research infrastructure and subject to the oversight of Cooper's IRB.

b. Cooper's IRB will additionally function as the oversight body for any human subject research where a Medical School faculty member, whether Rowan or Cooper employed, or an undergraduate or graduate student of the Medical School, functions as the Principal Investigator. Rowan and Cooper will enter into an appropriate agreement which will enable Cooper's IRB to perform this function. Rowan will be responsible for all other administrative and financial elements of any research protocol where a Rowan employed

Medical School faculty member or student is the Principal Investigator, and the revenue from the research will belong to Rowan. Cooper's IRB will receive an administrative fee for its services from either the sponsor or Rowan (if not commercially sponsored or the subject of an external grant) which will be commensurate with its usual and customary charges.

c. Any investigator performing research pursuant to the process established in (a) and (b) above, shall, if not employed by Cooper, sign a non-affiliated investigator Agreement in such form as would customarily be required by Cooper's IRB of other investigators who are not employed by Cooper and shall meet all education requirements which Cooper's IRB requires of investigators. Any investigator conducting human subject research pursuant to this Agreement shall also be required to complete the Cooper IRB financial disclosure form, intended to disclose potential conflicts of interest and comply with the Cooper Investigative Financial Disclosure and Conflict of Interest Policy. If a financial interest is disclosed it shall be reviewed, per normal practice, by Cooper's Research Ethics Committee, and that investigator's participation in the research shall be subject to such determinations made by the Research Ethics Committee and such other conditions as may be imposed by the IRB.

d. Nothing in this Agreement is intended to affect the conduct of human subject research By Rowan's non-medical school faculty, which shall continue to be managed and overseen by Rowan's existing Institutional Review Board.

8. Animal Research

a. Effective upon the execution of this Agreement, all basic and applied laboratory and animal research conducted by Rowan employees, whether or not in collaboration with Cooper or Cooper employees, conducted through the Medical School shall be governed by the policies, procedures and processes set forth in this Section 8. Animal research conducted exclusively by Cooper employees shall be governed by policies, procedures and processes established and administered by Cooper.

b. Rowan has established an Institutional Animal Care and Use Committee (IACUC) which is responsible for initial review/approval and continuing oversight of all use of vertebrate animals for research, testing, or education at Rowan facilities, regardless of whether the research is sponsored or un-sponsored.

c. Rowan has established and maintains a small animal vivarium which complies with all federal government requirements and includes, among other things, staff with experience managing animal research. An additional small animal vivarium will be established at a future Rowan-owned and operated facility at the medical School building and will be certified appropriately;

d. It is the intention of the Parties that the Medical School would be the grantee or contracting party on any sponsored basic and applied laboratory and animal research. Nonetheless, in those instances where Cooper is the grant recipient or the party contracting with a commercial sponsor for an animal research project, Cooper and Rowan shall establish a mutually agreed upon fee which will reimburse Rowan for Cooper employee access to and use of

its animal research facilities, as well as reimburse Rowan for its administrative oversight of the research;

e. Rowan shall take all appropriate and timely actions required to approve and administer animal research projects which are brought to the Medical School through Cooper employed faculty or scientists. Where Cooper employees provide services in an animal research project, Rowan and Cooper shall negotiate mutually agreeable financial terms to reimburse Cooper for the fair market value of these services as investigators or otherwise, including, where appropriate entry into a written subcontract agreement to comply with any grant requirements.

9. Access to Research Facilities - Cooper scientists, study sponsors, physicians, residents and fellows shall be provided access to the Medical School's research facilities to conduct research, subject to reasonable scheduling protocols as may be established by the Medical School administration. Cooper and Rowan shall agree on a mechanism whereby Cooper reimburses Rowan for use of the facility for research purposes that are solely for the benefit of Cooper and not being performed under the auspices of the Medical School. Similarly, Rowan employees shall be provided access to Cooper research facilities (such as but not limited to the large animal vivarium) to conduct research, subject to reasonable scheduling protocols as may be established by the Cooper administration.

10. Collaborative Research - Where mutually beneficial the Parties may collaborate to pursue joint research opportunities. The Parties agree that the following principles will guide all collaborative opportunities:

a. Every collaborative research proposal application for external funding shall reflect the respective interests of the Parties as set forth in this Agreement.

b. A project shall be deemed a collaborative research project if specifically designated by the Parties as such;

c. The Party contracted with the funding grantor of the project shall receive the overhead component of the grant or sponsor payments, except that if the other Party provides discreet administrative services in connection with the project (e.g., Cooper's IRB), that Party shall be reimbursed for those services at fair value;

d. The reimbursement received from the grant or sponsor for investigator services shall be allocated based upon the effort of the Parties' respective investigators assigned to the research project and as documented in the budget of the sponsor's contract;

e. Any charges properly billed to and reimbursed by third party payers or subjects for clinical care/treatment shall be retained by the billing party. There shall be no sharing of fees for clinical care/treatment.

11. Intellectual Property

a. The Parties will jointly own any intellectual property ("IP") emanating from collaborative research. Rowan will pursue patent protection and the commercialization of

the jointly owned invention through Rowan's Research Office and an arrangement between the Parties for shared royalties, licensing fees or other revenue for the invention shall include reimbursement of Rowan for half of its administrative costs and overhead for the use of its technology transfer office services.

b. Each Party's ownership interests as specified above, shall be further subject to any agreements/policies which that Party has in place which may vest rights in the employees involved in the development of the project IP.

c. Each Party will promptly disclose to the other Party of any inventions or discoveries arising in connection with the collaborative research. Each Party shall be obligated to maintain confidentiality in connection with this disclosure and covenants to neither take nor permit its employees or agents to take any action in connection with such disclosure that would prejudice the rights of the other Party to the benefits and prerogatives that the other Party may have as results of an ownership interest in the project IP.

d. To the extent that there is a dispute between the Parties regarding ownership, that dispute shall initially be addressed by the principal Research Administrators of the Parties. In the event an agreement cannot be achieved, the parties shall submit the dispute to a neutral patent attorney acceptable to both Parties, who shall make a recommendation to the Dean and the Presidents of the respective institutions, who as a committee shall determine the issue. The Parties shall equally share the charges of the neutral patent attorney and each Party shall bear its own attorney's fees and out of pocket expenses incurred in connection with the submission of the dispute. The neutral's role shall be limited to determining ownership rights in the disputed intellectual property and shall have the force and effect of a binding arbitrator's decision and subject to all post decision remedies and limitations that would be applicable to a binding arbitration decision.

e. The Parties and their respective investigators shall be free to publish papers on collaborative research projects which are conducted pursuant to this Agreement, provided that the publishing party shall provide a copy of the proposed paper to the other Party for the purpose of review and comment prior to any publication thereof. The receiving Party shall provide any comments within 14 business days. Noting herein shall be construed to compel the publishing Party to adopt any comments made by the reviewing Party and the publishing Party retains sole discretion to determine whether and when to publish an article and the content thereof. Any papers published will give appropriate recognition to the other Party, and where appropriate to the grantor agency or other sponsor. Unless otherwise agreed, neither Party shall disclose any research results prior to completion of the collaborative research protocol.

f. Title and Ownership to all animal research project IP (including, but not limited to, patents, copyrights, trademarks, confidential information and trade secrets on inventions) shall reside in the Party whose employee(s) invented the research project IP, or, in the case where employees of both Parties are responsible for the invention, equally owned by Rowan and Cooper. The Parties agree that, in the case where title and ownership vests in one Party, the other shall not copy, modify, create any derivative work of, or include the subject intellectual property in any other products, nor reverse engineer or otherwise attempt to derive

source code (or the underlying ideas, algorithms, structure or organization) from any such intellectual property, except as specifically authorized by the Party owning the same.

g. Title and ownership to all intellectual property ("IP") (including, but not limited to, patents, copyright, trademarks, confidential information and trade secrets) on any human subjects research as to which a Cooper employed physician, resident, fellow or scientist is the Principal Investigator belongs to Cooper and shall, to the extent permitted by the sponsor's contract, be subject to any intellectual property agreements/policies which may exist within Cooper to allocate interests among Cooper and its employee(s).

h. Title and ownership to all intellectual property (including, but not limited to, patents, copyright, trademarks, confidential information and trade secrets) on any human subjects research as to which a Rowan employed Medical School faculty member is the Principal Investigator belongs to Rowan and shall, to the extent permitted by the sponsor's contract, be subject to any intellectual property agreements/policies which may exist within Rowan to allocate interests among Rowan and its employee(s).

i. All publications authored/co-authored by Cooper employed physicians and scientists who hold faculty appointments at the Medical School shall mention that faculty affiliation in the publication.

12. Confidentiality

The Parties agree that neither they, nor their agents or employees shall disclose the other Party's proprietary information (defined as trade secrets, financial, personnel and operational information) which is not in the public domain and includes, without intending to limit the generality of the foregoing, any information designated by a Party as confidential. The Parties agree to fully comply with the Health Insurance Portability and Accountability Act of 1996 (as amended by ARRA) and its associated regulations and, more specifically, in 45 C.F.R. §§ 160 and 164, *Standards for Privacy of Individually Identifiable Health Information, Final Rule* (the "Final Privacy Rule"), and in 45 C.F.R. §§ 160, 162 and 164, *Health Insurance Reform: Security Standards, Final Rule* (the "Final Security Rule") collectively referred to as ("HIPAA"), as they may be applicable.

a. When set as a precondition for the conveyance of confidential information by a prospective research sponsor, the Party that will ultimately contract with the sponsor for the conduct of the study will enter into a confidentiality agreement ("CDA") with the sponsor.

b. Where research requires 1) the collaboration of investigators, employees and/or agents of both Parties and 2) the sharing of confidential information obtained under CDA by one Party, the Parties agree to:

- i. Share the terms of the signed CDA with the investigators, employees and/or agents of the Party not a party to the CDA; and
- ii. Require the investigators, employees and/or agents of the Party not a party to the CDA to agree to abide by the confidentiality and

disclosure terms of the CDA as a precondition to obtaining said confidential information.

c. Rowan shall be responsible for assuring the execution of any Confidential Disclosure Agreement(s) required by the Sponsor by all parties whom the Sponsor requires to be a signatory to such agreement(s).

13. Administration and Financial Reporting

a. The Parties shall retain all financial records and other supporting documents/records pertaining to the research project in accordance with all statutory/regulatory requirements and in accordance with all requirements imposed by the granting agency/sponsor;

b. The Party that submits the application for funding shall be responsible for all aspects of the administration of the research project, and without limitation shall perform effort reports that may be required by the sponsor, prepare final reports as may be required and oversee any audits performed by the grantor, sponsor or other oversight governmental agency and shall be responsible for taking appropriate corrective action to address any deficiencies found in any audit. The responsible Party shall notify the other Party of any pending audits and provide the other Party with copies of the audit results and any corrective action plans;

c. Every collaborative research proposal application for external funding shall reflect the respective interests of the parties as set forth in this Agreement.

d. All revenue there from, including but not limited to indirect costs, overhead, and facilities and administrative costs (hereafter referred to collectively as "F&A"), for work contracted by sponsor with Cooper shall belong to Cooper. F&A from work contracted by sponsor with Rowan shall belong to Rowan. For collaborative research programs funded by local, state, and/or federal grants for which the budget reflects costs from both Parties and for which F&A has been awarded, the contracted Party shall reimburse the costs and F&A of the subcontracted Party in compliance with the awarded budget.

14. Term and Termination - The term of this Agreement is intended to be coterminous with the Affiliation Agreement, and shall terminate when the Affiliation Agreement terminates, but may nonetheless be additionally terminated immediately for cause, defined as a material breach of any obligation imposed by this Agreement which is not cured within thirty (30) days after the breaching Party has been provided with written notice of the breach by the other Party.

15. Relationship of the Parties - It is the intention of the parties that, in carrying out their obligations under this Agreement, Cooper and Rowan shall at all times be acting as and be deemed to be independent contractors. Except as otherwise specifically set forth in this Agreement, each Party shall be solely responsible for the hiring, discipline, supervision, salary, benefits, and statutory coverages required for its own employees.

16. Exclusivity - Except as to those matters specifically required by the terms of this Agreement to be done in collaboration with each other, nothing herein shall be construed to limit either Party's ability to do research with or without collaboration with any third party in any context which is not specifically mandated to be done otherwise by the terms of this Agreement.

17. Miscellaneous

a. Compliance with Laws - The parties shall comply with all federal, state and local laws and regulations which may apply to the activities described in this Agreement.

b. Approval - The President of Rowan and the CEO of Cooper represent that any and all of the respective governing boards of Rowan and Cooper have approved this Agreement.

c. Dispute Resolution - Except as specifically provided in Section 11(d) of this Agreement, in the event that any material controversy or dispute arises between Rowan and Cooper with respect to the enforcement or interpretation of this Agreement, or any specific terms and provisions set forth in this Agreement, Rowan and Cooper shall use their best efforts and due diligence to reach an agreement for the resolution of such controversy or dispute. If the Parties fail to resolve the dispute within 30 days, all such controversy or disputes shall be submitted to the President of Rowan, the President and CEO of Cooper, and the Dean of the Medical School. In the event the President of Rowan, the President and CEO of Cooper, and the Dean of the Medical School are unable to resolve such controversy or dispute within sixty (60) days, such controversy or dispute shall be submitted within thirty (30) days to a disinterested third party mediator chosen by Rowan and Cooper for nonbinding mediation prior to either Rowan or Cooper instituting any formal legal action at law. However, the foregoing provisions of this Section 17 (c) shall not be interpreted to restrict either Rowan or Cooper from pursuing equitable relief from a court of competent jurisdiction at any time or terminating this Agreement in accordance with provisions of this Agreement.

d. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of laws rules, including but not limited to the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1-1 *et seq.*); the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 *et seq.*) and the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*). All actions brought in connection with this Agreement shall be exclusively brought and venued in the Superior Court of New Jersey, Camden County.

e. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. No party may assign this Agreement without the prior written consent of the other party, provided however that either Party shall be permitted to assign this Agreement to any Affiliate thereof. The term "assign" or "assignment" shall be deemed to include a merger in which a party hereto is not the surviving entity, a sale of all or substantially all of the assets of a party or a change of control resulting from a purchase of shares or similar transaction. "Affiliate" in this context shall mean any person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity and includes the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of securities, election or appointment of directors, by contract or otherwise.

f. No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the parties and their respective successors and permitted assigns, and are not intended to confer third-party beneficiary rights upon any other person or entity.

g. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means (including telegraph and telex), (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to: The Cooper Health System

Attn: John P. Sheridan, President and CEO

The Cooper Health System
One Cooper Plaza
Camden, NJ 08103

With copy to:

General Counsel
The Cooper Health System
Three Cooper Plaza, Suite 316
Camden, New Jersey 08103

If to: Rowan University

Attn: Ali Houshmand, Provost/Chief Executive Officer
Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028

With copy to:

General Counsel
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

or to such other address or number, and to the attention of such other person, as either Party may designate at any time in writing in conformity with this Section

h. No Solicitation; No Hire. Except as provided elsewhere in this Agreement or as otherwise agreed by and between the Parties, Rowan and Cooper agree they will not solicit nor will they employ, contract or in any manner utilize the services of any employees or agents of another Party to this Agreement, without the express written permission of the employer during the term of this Agreement, and for a period of one year from the termination of this Agreement for any reason. This provision is not intended to apply to employment or contracting relationships with Medical School students. The Parties acknowledge that any breach of the provisions of this Section would cause irreparable harm which cannot be compensated by money damages, and agrees that the aggrieved Party shall be entitled to injunctive relief, without bond, to prevent or restrain any breach of this provision.

i. Amendments. This Agreement may be amended or modified only by the written signed agreement of the Parties.

j. Severability. If any portion of this Agreement is declared invalid by any court of competent jurisdiction, the Agreement shall continue in full force as to the remainder, unless the invalidation would affect the basis of the parties' bargain; in such event, either Party shall be entitled to terminate this Agreement as if for cause.

k. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which constitute, collectively, one agreement.

l. Waivers. The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.


m. Compliance. The Parties believe this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either Party to refer any patient to the other Party.

n. Entire Agreement. This Agreement constitutes the entire agreement between Cooper, and Rowan with respect to the subject matter of this contained in this Agreement, and supersedes all prior discussions, negotiations, and any preliminary, oral, or written agreements, including all prior agreements with respect to the subject matter contained in this Amendment.

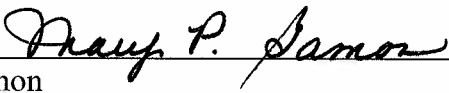
o. Interpretation. No provision of this Agreement shall be interpreted for or against any Party on the basis that such Party or its counsel was the drafter of such provision, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

THE COOPER HEALTH SYSTEM

BY:  _____ Date 3/21/11
John P. Sheridan
President and Chief Executive Officer


THIS AGREEMENT WAS APPROVED BY RESOLUTION OF THE COOPER HEALTH SYSTEM BOARD OF TRUSTEES ON 11/18/10, 2011.

 _____ Date 3/21/11
Mary Gamon
Secretary of the Board of Trustees

ROWAN UNIVERSITY

BY:  _____ Date 3/14/11
Ali A. Houshmand, Provost/Chief Executive Officer

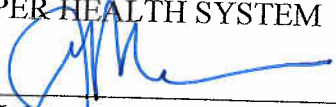
THIS AGREEMENT WAS APPROVED BY RESOLUTION OF THE ROWAN UNIVERSITY BOARD OF TRUSTEES ON FEBRUARY 23, 2011.

 _____ Date 3/10/11
Barbara Armand
Secretary of the Board of Trustees

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

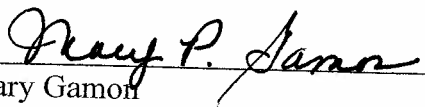
THE COOPER HEALTH SYSTEM

BY:


John P. Sheridan
President and Chief Executive Officer

3/21/11
Date

THIS AGREEMENT WAS APPROVED BY RESOLUTION OF THE COOPER HEALTH SYSTEM BOARD OF TRUSTEES ON 11/18/10, 2011.


Mary Gamon
Secretary of the Board of Trustees

3/21/11
Date

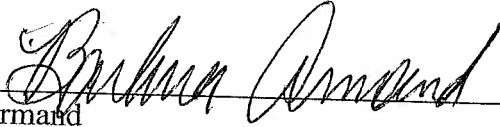
ROWAN UNIVERSITY

BY:


Ali A. Houshmand, Provost/Chief Executive Officer

~~2/23/11~~ 3/14/11
Date

THIS AGREEMENT WAS APPROVED BY RESOLUTION OF THE ROWAN UNIVERSITY BOARD OF TRUSTEES ON FEBRUARY 23, 2011.


Barbara Armand
Secretary of the Board of Trustees

~~2/23/11~~ 3/10/11
Date