

EXHIBIT Q
RESEARCH AFFILIATION AGREEMENT

THIS RESEARCH AFFILIATION AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2009 (the "Effective Date"), by and among HARTFORD HEALTH CARE CORPORATION ("HHC"), a Connecticut nonstock corporation, THE UNIVERSITY OF CONNECTICUT ("UConn"), a constituent unit of the Connecticut state system of public higher education, UNIVERSITY OF CONNECTICUT HEALTH CENTER ("UCHC"), a constituent unit of the Connecticut state system of public higher education, on its own behalf and on behalf of THE UNIVERSITY OF CONNECTICUT SCHOOL OF MEDICINE (the "SOM") and THE UNIVERSITY OF CONNECTICUT SCHOOL OF DENTAL MEDICINE (the "SODM"), UNIVERSITY HOSPITAL, INC. ("UH"), a Connecticut nonstock corporation, UNIVERSITY HOSPITAL-HARTFORD CAMPUS, INC. ("UH-HC"), a Connecticut nonstock corporation, UNIVERSITY HOSPITAL-FARMINGTON CAMPUS, INC. ("UH-FC"), a Connecticut nonstock corporation, and UNIVERSITY PHYSICIANS, INC. ("UP"), a Connecticut nonstock corporation. The foregoing are hereinafter referred to collectively as the "Parties" and individually as a "Party." As used in this Agreement, references to "UH" shall include UH-HC and UH-FC unless the context clearly indicates otherwise.

RECITALS:

WHEREAS, HHC and UConn are parties to a certain Integration Agreement dated as of _____, 2009 (as amended from time to time, the "Integration Agreement"), pursuant to which HHC and UConn agreed to integrate the functions of Hartford Hospital ("HH"), John Dempsey Hospital ("JDH") and UConn Medical Group ("UMG") and certain of their respective Affiliates (as defined in the Integration Agreement) so that they are operated as an integrated academic medical center that is part of a larger unified healthcare delivery system (the "System") that is operated by HHC;

WHEREAS, capitalized terms used in this Agreement without definition shall have the meanings given to such terms in the Integration Agreement;

WHEREAS, the goals of the Parties pursuant to the Integration Agreement are, among other things, to: (i) establish UH as a nationally recognized academic medical center on two campuses located in Hartford and Farmington, with a combined medical staff consisting of HH and UMG employed faculty physicians and private practice physicians; (ii) strengthen access to high quality health care in the State of Connecticut (the "State") through robust clinical programs on each of the two campuses of UH; (iii) elevate the SOM's ranking to "top tier" status among medical schools in the United States and increase the number of students enrolling in the SOM; (iv) embody through the System and its constituent parts an organization with an enduring commitment to strengthening academic and research activities in health and medicine with a mission and vision that is consistent with these goals; (v) improve existing patient care services and levels of care and effectively manage the cost of such services; (vi) create new patient care services and levels of patient care that more efficiently and effectively meet the needs of the communities served by UH and the System; and (vii) facilitate future health workforce

enhancement, economic development and improved health care outcomes for the residents of the State;

WHEREAS, in furtherance of such goals and the integration of the academic missions of the Parties, the Parties now desire to enter into this Agreement, which is the "Clinical Research Agreement" contemplated by Section 1.1(c)(iv) of the Integration Agreement and Exhibit Q attached thereto, one of the purposes of which is to facilitate the transition of current HH-sponsored research to SOM sponsorship; and

WHEREAS, the Parties do not intend that this Agreement apply to or affect in any way (i) SOM-sponsored research that does not involve the utilization of UH and/or UP facilities or other resources, or (ii) research conducted by Voluntary Physicians that does not involve SOM or UH sponsorship or the utilization of UH, UP and/or SOM facilities or other resources.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the following meanings, unless the context or use indicates another or different meaning or intent:

Animal. Any live or dead dog, cat, nonhuman primate, amphibian, fish, guinea pig, hamster, rabbit or any other warm-blooded animal that is being used, or is intended for use, for research, teaching, testing, experimentation or exhibition purposes, or as a pet. This term excludes birds, rats of the genus *Rattus*, and mice of the genus *Mus*, bred for use in research; horses not used for research purposes; and other farm animals, such as, but not limited to, livestock or poultry used or intended for use as food or fiber, or livestock or poultry used or intended for use for improving animal nutrition, breeding, management or production efficiency, or for improving the quality of food or fiber. With respect to a dog, the term means all dogs, including those used for hunting, security or breeding purposes.

Animal Research Study. Research using Animals.

Applicable Law. The legal and regulatory requirements, principles and standards set forth and espoused in: (i) the Common Rule; (ii) the FDA Research Laws; (iii) the Good Clinical Practice Guidelines; (iv) the Guidelines of the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use; (v) Department of Health and Human Services Guidance on "Financial Relationships and Interests in Research Involving Human Subjects: Guidance for Human Subject Protection," Federal Register, Vol. 69, No. 92, p. 26393 (May 12, 2004); (vi) 45 C.F.R. Part 74, Appendix E; (vii) Guidelines for Inclusion of Clinical Practice Compensation in Institutional Base Salary Charged to NIH Grants and Contracts, Notice Number: NOT-OD-05-061; (viii) state and federal fraud and abuse laws, including but not limited to the federal Stark Law and Anti-Kickback Statute; (ix) rules and regulations governing the application for, receipt of, and use of Grants and contracts from Federal Agencies; (x) HIPAA and the Privacy and Security Rule; (xi) the Belmont Report; (xii) the Helsinki Declaration; (xiii) UH's code of conduct; (xiv) the Export

Control Laws; (xv) the Animal Welfare Act, as amended and codified at 7 U.S.C. Sections 2131-2156, and the regulations promulgated thereunder at 9 C.F.R. Parts 1-4; (xvi) Public Health Policy on Humane Care and Use of Laboratory Animals; (xvii) United States Guiding Principles for the Utilization and Care of Vertebrate Animals in Testing, Research and Teaching; (xviii) the USDA Animal and Plant Health Inspection Animal Care Policy Manual; (xix) NIH Guidelines for Research Involving Recombinant DNA Molecules, as amended at 59 F.R. 34,496; (xx) USA Patriot Act, Pub. L. 107-56; (xxi) Public Health Security and Bioterrorism Preparedness and Response Act of 2002; (xxii) Possession, Use and Transfer of Select Agents, 42 C.F.R. Part 1003; (xxiii) EPA Research Laws; and (xxiv) all other federal, state and local laws, rules and regulations governing the conduct of a Clinical Research Study, as well as such new federal, state and local laws, rules and regulations governing the conduct of a Clinical Research Study as may be enacted from time to time.

Basic Research. Research in the health sciences that does not involve Human Subjects.

Bench Research Study. Research that is not Animal Research or Clinical Research.

Billable. An itemized expense directly attributable to a particular Research Study that can be appropriately billed to a Federal Health Care Program or other third party payor.

Biological Sample. Any and all tissue, fluid, material, matter or section derived from a biological source, and related to, used in, arising from or out of performance of a Research Study, and any part or derivative arising from or based on any of the foregoing.

Chief. Has the meaning given to such term in Section 3(a) hereof.

Clinical Research. Research in the health sciences that involves Human Subjects.

Clinical Research Study. A research project involving Clinical Research.

Close-Out. Procedures to verify that all obligations under a Research Study Agreement relating to a Research Study have been satisfied.

Common Rule. The federal regulations contained in 45 C.F.R. Part 46, as amended or augmented from time to time.

Copyright. The form of protection provided by the laws of the United States under Title 17 of the U.S. Code and/or applicable state laws to the author of a Work. The owner of a registered Copyright under Title 17, U.S. Code has the exclusive right to do and to authorize others to reproduce, distribute, perform and display the Work and to prepare derivative works.

Covered Research Study. Has the meaning given to such term in Section 2(a) hereof.

CTA. A contract among the Industry Entity as Sponsor, a Party and any third parties setting forth each party's obligations with respect to a specific Clinical Research Study.

Data. Any and all data, information and results, technical and non-technical (whether patentable or not patentable), and in each case any records thereof, regardless of media or format, related to, reasonably considered pertinent to, used in, or produced in performance of a Research Study, including, without limitation, Research Application, Protected Health Information, Research Plans, technical specifications, clinical and non-clinical Research plans, procedures and results, testing procedures, laboratory notebooks, the Research Record, materials, processes, techniques, methods, know-how and show-how.

EPA Research Laws. The statutes and regulations related to the Environmental Protection Agency's oversight of Research, including but not limited to, (i) Superfund Amendments and Reauthorization Act, 42 U.S.C. Chapter 103, (ii) Emergency Preparedness and Community Right to Know Act of 1986, and (iii) Resource Recovery and Conservation Act of 1976.

F&A Costs. Facilities and administrative costs that are incurred for common or joint objectives and cannot be identified specifically with a particular project or program. These may include but not be limited to rent, utilities, administrative salaries and general office supplies.

FDA. The U.S. Food and Drug Administration.

FDA Research Laws. The regulations contained in 21 C.F.R. Parts 50, 54 and 56, 312, 314, 601, 812 and 814 as amended or augmented from time to time.

Federal Health Care Program. Has the meaning set forth in 42 U.S.C. §1320a-7b(f).

Government Funding. Grants, contracts and cooperative agreements awarded by local, state or Federal Agencies.

Grant. A financial assistance mechanism providing money, property or both for Government Funding to a Party to carry out an approved Research Study.

HIPAA. The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended.

Human Subject. A living human individual who is enrolled as a participant in a Clinical Research Study, and about whom an Investigator obtains data through intervention or interaction with the individual, or a living individual whose identifiable private information is being reviewed or analyzed as part of a Clinical Research Study.

Industry Entity. A for-profit company that provides financial and/or in-kind support for a Research Study pursuant to a Research Study Agreement.

Institutional Animal Care and Use Committee or IACUC. The committee charged with reviewing animal welfare issues in and approving all Research involving use of Animals in accordance with Applicable Law.

Institutional Review Board or IRB. An institutional review board established in accordance with and for the purposes expressed in Applicable Law, which shall include but not be limited to all IRBs listed on a Party's Federalwide Assurance for the Protection of Human Subjects.

Invention. Any useful, novel and non-obvious idea, discovery, enhancement, improvement, Software, technology (whether patentable or not patentable) and any Data, information, research results, know-how and show-how related thereto that is conceived, created, developed, discovered, invented, made, reduced to practice by an Investigator and/or made at the direction of an Investigator, and all associated applications for patent and all patents issuing therefrom.

Investigator. A Professional approved by the SOM who serves as a Principal Investigator, Coinvestigator or Subinvestigator on a Research Study. They may each be individually referred to as "an Investigator" and collectively referred to as "Investigators."

Non-Billable. An item or service that cannot be billed to a Federal Health Care Program or third party payor.

Principal Investigator. In the context of a Clinical Research Study, shall have the meaning assigned to the term Investigator under the FDA Research Laws. In the context of an Animal Research Study or Bench Research Study, shall mean the primary Professional responsible for performance of and/or oversight of such Research Study.

Privacy and Security Rules. Shall mean the regulations promulgated pursuant to HIPAA at 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

Professional. Certain physicians, health care professionals, scientists, fellows, instructors and other professional persons employed or otherwise engaged by the SOM, the SODM and/or UP, and who have been appointed to the faculty of the SOM and to the medical staff or allied medical staff of UH.

Protected Health Information. Has the meaning set forth in the Privacy and Security Rules.

Research. A systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

Research Plan. The formal and detailed description of the Research Study and a set of instructions for its execution, including, a description and explanation of aims or objectives and methods.

Research Space. Space available at UH Facilities and/or UP Facilities which may be used for Research Studies.

Research Study. A research project involving Animal Research, Basic Research, Bench Research and/or Clinical Research.

Research Study Account. The ledger account maintained by the SOM against which Billable and Non-Billable items and services and other expenses associated with a Research Study are charged.

Research Study Agreement. A CTA, an agreement executed by a Principal Investigator in connection with a Research Agreement, or other similar agreement for a Research Study.

Sponsor. In the context of a Clinical Research Study, shall have the meaning set forth in the FDA Research Laws. In the context of an Animal Research Study or Bench Research Study shall mean the party at whose direction and under whose ultimate authority the Research Study is conducted.

Subinvestigator. Any individual of the Research Study team designated and supervised by the Principal Investigator to perform critical Research Study-related procedures and/or to make important Research Study-related decisions.

Support. The provision of a financial contribution, either in-kind, cash, or cash equivalent from any source, to a Party to support a Research Study.

Support Entity. Any entity providing Support pursuant to a Research Study Agreement.

Transition Plan. Has the meaning given to such term in Section 2(b).

UH Facilities. Property owned or leased by UH.

UP Facilities. Property owned or leased by UP.

Work. Any original work of authorship that is fixed in a tangible form of expression and protectable by Copyright.

2. Relationship of the Parties.

(a) Scope. The Parties intend for this Agreement to set forth their mutual understandings and agreements regarding all Research Studies in which Professionals participate and UH and/or UP facilities or other resources are utilized (each, a "Covered Research Study").

(b) Generally. Each of UH, the SOM and the SODM have developed and implemented a Research program to provide infrastructure and project management services for Covered Research Studies, and to ensure the proper stewardship of funds for Covered Research Studies receiving Support. As provided in the Integration Agreement, subject to any applicable Sponsor's required approval, UH has agreed to transfer to the SOM, UH's research related revenues, expenses, infrastructure and project management services and responsibilities for Covered Research Studies, such that all Covered Research Studies conducted by UH shall become SOM or SODM-sponsored Research Studies, as appropriate. Such transfer shall be made pursuant to a mutually acceptable transition plan (the "Transition Plan") to be attached hereto as Exhibit A. The Parties agree that they shall engage a mutually acceptable independent

consultant to advise in the development of the Transition Plan, which shall include the development of UH, UP, SOM and SODM policies governing all Covered Research Studies and the establishment of the Task Force more fully described in Section 2(c) below.

(c) Research Transition Task Force. With the support of the independent consultant, UH, UP, SOM and SODM shall establish a Research Transition Task Force (the “Task Force”) with mutually acceptable representation from each Party. The Task Force shall make recommendations to the Parties with regard to the Transition Plan, including, but not limited to, the following matters:

(i) Designating and determining the appropriate responsibilities of an IRB(s) and IACUC(s) and establishing policies and procedures for use of IRB(s) and IACUC(s);

(ii) Designating and determining the appropriate responsibilities of a Scientific Review Committee(s), as appropriate, and establishing policies and procedures for the use thereof;

(iii) Establishing conflict of interest policies and procedures;

(iv) Devising processes, policies and procedures for establishing budgets for Research Studies, when resources of UH and/or UP are involved;

(v) Establishing research administration responsibilities, resources, policies, and procedures;

(vi) Establishing policies and procedures for the continued role of Voluntary Physicians in conducting and otherwise participating in Covered Research Studies;

(vii) Establishing compliance and research misconduct policies and procedures;

(viii) Establishing a timeline and policies and procedures for the transfer of any and all Covered Research Studies conducted by HHC or its Affiliates as of or prior to the Effective Date to SOM or SODM sponsorship and control, subject to any applicable Sponsor’s required approval;

(ix) Establishing policies and procedures regarding the rights to retain, control and access the multiple and various repositories, databases and other collections of Data and Biological Samples from all Covered Research Studies;

(x) Establishing policies and procedures to ensure that Covered Research Studies will follow and adhere to Applicable Law and the policies and procedures of the each of the Parties in effect, and as amended, from time to time;

(xi) Establishing and reconciling the Parties’ policies and procedures related to intellectual property and Inventions resulting from Covered Research Studies; and

(xii) Creating an ongoing collaborative approach to Research related strategic planning and operations, which may address some or all of the following:

(A) Encouraging and supporting Research efforts in various scientific and clinical areas;

(B) Promoting the most efficient and productive mechanisms for a shared research administrative structure for Covered Research Studies;

(C) Developing a joint strategy for communicating collaborative Research projects and the general benefits of Research, including establishing an appropriate measurement of success;

(D) Establishing networks in order to develop appropriate Research centers and institutes, with the goal of linking to other world-class Research programs;

(E) Developing mechanisms to attract and retain high impact health care Research Professionals, giving higher priority for recruitment of individuals with interest and expertise lending specifically to the development or improvement of Covered Research Studies;

(F) Promoting Research fellowship, training and mentoring opportunities for faculty, residents and fellows, and students in collaborative Research areas;

(G) Monitoring the Research resources that are made available by each Party;

(H) Establishing and supporting mechanisms to develop and increase funding to support Covered Research Studies and leveraging research funds with a goal of attracting additional funds for future Research Studies;

(I) Developing mechanisms for the equitable allocation of Research funds, based on the location of the Principal Investigator, direct and indirect costs, including F&A Costs and other relevant factors; and

(J) Organizing efforts to increase communication within and among each Party's employees and faculty to augment mutual research opportunities.

(d) Implementation of Transition Plan and Task Force Recommendations. The Transition Plan and the recommendations of the Research Transition Task Force may be implemented in whole or in part based upon mutual agreement of the SOM, SODM, UH and UP.

3. Research Study Agreements.

(a) Generally. Subject to the Transition Plan, no Covered Research Study may be conducted without an executed Research Study Agreement in place. The rights and responsibilities of the Parties as they relate to a Covered Research Study shall be as required by Applicable Law and as set forth in this Agreement and the underlying Research Study

Agreement. For all Covered Research Studies, the Parties agree and acknowledge that following mutual approval of the budget and Research Plan by the SOM, SODM, UH, UP (as applicable) and the Chief of Service of the applicable UH Department, or his or her designee (as applicable, referred to hereinafter as the "Chief"), and the approval of the Research Plan by the IRB and/or IACUC (as applicable), subject to the Transition Plan, the Parties shall negotiate a Research Study Agreement applicable in accordance with the approved policies and procedures and the approved Research Plan and budget.

(b) Prohibition on UP Entering into Research Study Agreements. In no event shall UP independently enter into a Research Study Agreement (or any similar agreement) for a Covered Research Study. UP hereby acknowledges and agrees that it has no authority to bind the SOM, SODM or UH to any Research Study Agreement.

4. SOM and SODM Responsibilities. The Parties agree that, subject to the Transition Plan, the SOM and/or the SODM, as appropriate, shall be responsible for: (A) initiating the establishment of Research Study Accounts; (B) providing timely financial information about Research Study Accounts to Principal Investigators; (C) managing invoicing, collections and disbursements related to Covered Research Studies; (D) ensuring that Close-Out procedures are followed and completed within a reasonable timeframe; (E) assisting Professionals in the monitoring of financial activity of Research Study Accounts; and (F) paying when due to UH and/or UP all UH and/or UP F&A Costs included in an approved budget and the underlying Research Study Agreement.

5. Investigator Responsibilities. Subject to the Transition Plan, for each Covered Research Study, the SOM and the SODM agree to the following:

(a) Investigators. The SOM and SODM shall arrange for and coordinate the participation in such Covered Research Study by their Principal Investigators, as well as Coinvestigators and/or Subinvestigators for Covered Research Studies, who are qualified by experience, education and scientific expertise, as reasonably determined by the SOM and/or the SODM, as appropriate.

(b) Conduct of Covered Research Studies. Subject to the Transition Plan, the Principal Investigator shall be responsible for participating in and overseeing the Covered Research Study in accordance with, and the SOM and the SODM and their Professionals who participate in Covered Research Studies shall be responsible for complying with, (A) the requirements of this Agreement; (B) the Research Plan; (C) any requirements under the Government Funding (if applicable); (D) the underlying Research Study Agreement (if applicable); (E) Applicable Law; (F) the IRB and IACUC (if applicable); and (G) reasonable requests and/or instructions from UH and/or UP with respect to the use of UH Facilities and/or UP Facilities.

6. UH Obligations. Subject to the Transition Plan and in the event UH facilities or other resources are to be utilized for a particular Covered Research Study, UH agrees that it shall do the following:

(a) UH F&A Cost Rates. UH shall set reasonable UH F&A Costs in budgets for Covered Research Studies. The SOM and SODM agree to include all such UH F&A Costs in all Research Agreements and to negotiate with the Department of Health and Human Services as required by Applicable Law for Government Grants (with any changes thereto requiring prior approval by UH).

(b) Space. UH shall provide Research Space, as it deems reasonably necessary for Professionals to conduct Covered Research Studies following appropriate consultation with the SOM, the SODM and/or the Principal Investigator of such Covered Research Study.

7. UP Obligations. Subject to the Transition Plan and in the event UP facilities or other resources are to be utilized for a particular Covered Research Study, UP agrees that it shall do the following:

(a) UP F&A Cost Rates. UP shall set reasonable UP F&A Costs in budgets for Covered Research Studies. The SOM and SODM agree to include all such UP F&A Costs in all Research Agreements and to negotiate with the Department of Health and Human Services as required by Applicable Law for Government Grants (with any changes thereto requiring prior approval by UP).

(b) Space. UP shall provide Research Space, as it deems reasonably necessary for Professionals to conduct Covered Research Studies following appropriate consultation with the SOM, the SODM and/or the Principal Investigator of such Covered Research Study.

8. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the termination of the Integration Agreement for any reason, except as otherwise provided in any "Plan" that is implemented pursuant to Section 13.16 of the Integration Agreement.

9. Insurance. Each Party hereto shall maintain in full force and effect, at all times during the term hereof, professional liability, property, casualty and other types of insurance policies or other comparable insurance or self-insurance benefiting such Party, in coverage types and amounts reasonably necessary and appropriate for the operations of such Party and the activities of such Party contemplated under this Agreement. Each Party shall provide to each other Party, as requested from time to time, certificates and other evidences of coverage, indicating the types and amounts, and all limits, qualifications and conditions, of such coverage. Each Party shall promptly notify each other Party of any proposed change (and any actual change if no sooner notice is practicable under the circumstances) in the type, coverage or provider of any such policy of insurance.

10. Indemnification and Risk Management.

(a) Indemnification.

(i) Each Party hereto (an "Indemnifying Party") agrees to indemnify, defend and hold harmless each of the other Parties from and against any and all Losses (as defined in the Integration Agreement) suffered or incurred by such other Party to the extent

arising out of any of the negligence or intentional acts (including, but not limited to, criminal conduct or fraud) of the Indemnifying Party or any of its employees or agents.

(ii) Each Party hereby further agrees to bear the costs it respectively incurs for the reasonable and customary medical treatment of any illness or injury sustained by a Human Subject as a result of his or her participation in the Covered Research Study; provided, however, that each Party shall have the right to seek reimbursement from any Support Entity, from the insurance coverage of the Human Subject, or from the Party's own insurance coverage.

(b) Risk Management. The Parties recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. Accordingly, the Parties agree to so cooperate with one another, which shall include, but not be limited to the following:

(i) Each Party agrees to notify each other Party within ten (10) days after its receipt of any lawsuit, claim or notice of intent to file a lawsuit based in any manner upon the activities contemplated by this Agreement.

(ii) Each Party agrees to provide each other Party with reasonable access to and copies of all medical records of patients who have been treated by such Party, subject to execution of appropriate confidentiality and nondisclosure agreements.

(iii) If any of the Parties are named as joint defendants in any claim or cause of action arising out of the activities contemplated by this Agreement, it is the intent of the Parties to cooperate and coordinate in the areas of risk management and control, claims investigation and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided that each Party shall retain ultimate control of its own risk management and defense.

(iv) If any of the Parties are joint defendants in any claim or cause of action arising out of the activities contemplated by this Agreement and are held to be jointly liable for negligence or intentional acts, then each such Party shall contribute to the amount paid for losses, damages, claims or fines (but not expenses, which shall be borne by the Party incurring such expenses) in such proportion as is appropriate to reflect the relative fault of each Party as determined by the court, governmental body, arbitrator or other body adjudicating such claim or cause of action.

11. Intellectual Property Rights. The Parties acknowledge and agree that certain programs jointly undertaken by the Parties may involve the development of intellectual property and/or Inventions. Subject to the Transition Plan, any intellectual property and/or Inventions resulting therefrom shall be subject to Applicable Law, the Parties' mutual agreement and the Parties' respective policies and procedures regarding such matters, as in effect from time to time.

12. Publication. The publication rights and credits, if any, shall be addressed in each Research Study Agreement.

13. Access to Records. Access to any patient records or information shall be in accordance with applicable federal, state, and local laws and regulations, and institutional policies and procedures for maintaining confidentiality of patient information. Similarly, access to all personal information, academic records, professional licensure information, credentialing information, health information, Research Studies, records of background check data, or records related to students or residents participating in Research Studies operated under this research affiliation shall be in accordance with applicable federal, state, and local laws and regulations, and with the policies and procedures of each Party.

14. Dispute Resolution. The provisions of Article XV of the Integration Agreement ("Dispute Resolution") are incorporated herein by reference as if they were a part of this Agreement; and all Disputes (as defined in the Integration Agreement) between or among any of the Parties hereto shall be resolved in accordance with the provisions of such Article XV.

15. General Provisions.

(a) Amendment. The Parties may at any time amend this Agreement, provided that such amendment is in writing and signed by both of the Parties.

(b) Waiver. Except as otherwise provided in this Agreement, no waiver of any provision, term or condition of this Agreement shall in any event be effective, unless the same shall be in writing and signed by the Party or Parties waiving such provision, and any such waiver shall be effective only in the specific instance and for the specific purpose for which given. The waiver of any provision, term or condition shall not be construed as a continuing waiver of such provision, term or condition or waiver of any other provision, term or condition of this Agreement.

(c) Notices. Any notice, request, demand, claim or other communication to be given under this Agreement by any Party hereto to another Party hereto shall be in writing; shall be given by personal delivery, certified or registered U.S. Mail, postage prepaid, nationally recognized overnight courier, or facsimile transmission; and shall be given to such Party at its address or facsimile number set forth below, or to such other address or facsimile number as the Party to whom notice is to be given may provide in a written notice to the Party giving such notice. Each such notice, request, demand, claim or other communication shall be effective (i) if given personally, when such communication is delivered, (ii) if given by facsimile transmission, when such facsimile is transmitted to the facsimile number specified in this Section and the appropriate confirmation back is received, (iii) if given by U.S. Mail, five (5) business days after such communication is deposited in the U.S. Mail, or (iv) if given by overnight courier, one (1) business day after being deposited with such courier.

If to HHC, UH, UH-HC
or UH-FC:

Hartford Health Care Corporation
Attention: President and Chief Executive Officer
80 Seymour Street

Hartford, CT 06102
Fax: (860) 545-3622

with a copy to:

Joan W. Feldman, Esquire
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Fax: (860) 251-5211

and with a copy to:

Donald R. Auten, Esquire
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Fax: (215) 689-0863

If to UConn, UCHC,
the SOM or the SODM:

The University of Connecticut
Attention: President
352 Mansfield Road, Unit 2048
Storrs, CT 06269-2048
Fax: (860) 486-2627

with a copy to:

Cato T. Laurencin, M.D., Ph.D., Vice President for
Health Affairs and Dean, School of Medicine
University of Connecticut Health Center
263 Farmington Avenue
Farmington, CT 06030
Fax: (860) 649-1255

and with a copy to:

Stephen M. Cowherd, Esquire
Jeffers & Ireland Professional Corporation
55 Walls Drive
Fairfield, CT 06824
Fax: (203) 259-1070

If to UP:

University Physicians, Inc.

Fax: (____) _____

with a copy to:

Joan W. Feldman, Esquire
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Fax: (860) 251-5211

and with a copy to: Donald R. Auten, Esquire
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Fax: (215) 689-0863

and with a copy to: Stephen M. Cowherd, Esquire
Jeffers & Ireland Professional Corporation
55 Walls Drive
Fairfield, CT 06824
Fax: (203) 259-1070

(d) Counterparts. This Agreement (i) may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement; and (ii) shall not become effective until one or more counterparts have been executed by each Party hereto and delivered to the other Party.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Connecticut, without regard to conflicts of laws principles.

(f) Headings. Headings of Articles and Sections in this Agreement and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(g) Sections. All references to "Sections" in this Agreement are to Sections of this Agreement unless otherwise specifically provided.

(h) Partial Invalidity. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, and provided that no Party is as a result thereof deprived of the enjoyment of its substantial benefits under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(i) Binding Agreement. This Agreement shall be binding upon and inure only to the benefit of the Parties hereto. This Agreement shall not inure to the benefit of or be enforceable by any other Person other than a Party.

(j) Third Party Beneficiaries. The Parties intend that no third party may rely upon the terms of this Agreement or have any rights or claims by reason of this Agreement.

(k) No Assignment. The rights and obligations of each Party under this Agreement are not assignable, either voluntarily or by operation of law, without the prior written consent of each other Party. Any assignment or attempted assignment in violation of this provision shall be null and void.

(l) Government Access to Records. If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. §1395x(v)(1)(I), is applicable to this Agreement, each Party agrees upon written request to make available to the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, all contracts, books, documents and records of such Party necessary to certify the nature and extent of costs associated with the services furnished by such Party under this Agreement. All books and records described in this Section shall be maintained and made available by a Party for a period of four (4) years after the last date that such Party rendered any services under this Agreement. The provisions of the Medicare and Medicaid Amendments of 1980, including Section 952 thereof, and the rules and regulations adopted from time to time thereunder, are incorporated herein by reference, and each Party agrees to be bound thereby. This Section shall survive the termination of this Agreement.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers on the day and year first above written.

HARTFORD HEALTH CARE CORPORATION

By: _____
Elliot Joseph
President and Chief Executive Officer

THE UNIVERSITY OF CONNECTICUT

By: _____
Michael J. Hogan
President

UNIVERSITY OF CONNECTICUT HEALTH
CENTER, on its own behalf and on behalf of
THE UNIVERSITY OF CONNECTICUT
SCHOOL OF MEDICINE and THE UNIVERSITY
OF CONNECTICUT SCHOOL OF DENTAL
MEDICINE

By: _____
Name:
Title:

UNIVERSITY HOSPITAL, INC.

By: _____
Name:
Title:

(SIGNATURES CONTINUED ON NEXT PAGE)

UNIVERSITY HOSPITAL-HARTFORD
CAMPUS, INC.

By: _____
Name:
Title:

UNIVERSITY HOSPITAL-FARMINGTON
CAMPUS, INC.

By: _____
Name:
Title:

UNIVERSITY PHYSICIANS, INC.

By: _____
Name:
Title: