MASTER AFFILIATION AGREEMENT

AMONG

HENRY FORD HEALTH SYSTEM

AND

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY

AND

HENRY FORD HEALTH SYSTEM-MICHIGAN STATE UNIVERSITY HEALTH SCIENCES
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MASTER AFFILIATION AGREEMENT

THIS MASTER AFFILIATION AGREEMENT (the “Agreement”), dated as of February 1, 2021 (the “Effective Date”), is by and among BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, a Michigan constitutional body corporate of the State of Michigan (“MSU”), HENRY FORD HEALTH SYSTEM, a Michigan nonprofit corporation (“HFHS”) and Henry Ford Health System-Michigan State University Health Sciences, a Michigan nonprofit corporation (“Newco”). MSU, HFHS and Newco may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, MSU is one of the first and most preeminent public land-grant universities in the country, with an emphasis on higher education that combines practical knowledge with traditional scientific and classical studies, with an egalitarian vision of giving individuals from all walks of life an equal opportunity to become citizen leaders; and

WHEREAS, MSU also is a public research university and statewide leader, and in a number of areas a national and international leader, in biomedical research and undergraduate health professions education, which includes, among other components, MSU’s College of Human Medicine (“CHM”), College of Osteopathic Medicine (“COM”), College of Nursing (“CON”), other health sciences programs, and a large faculty practice group; and

WHEREAS, HFHS is comprised of six hospitals, various ambulatory sites and one of the nation’s largest group practices, the Henry Ford Medical Group, which includes more than 1,900 physicians practicing in over 40 specialties; and

WHEREAS, HFHS is a known leader in cutting edge clinical care with its flagship hospital, Henry Ford Hospital, a Level 1 Trauma Center recognized for clinical excellence in cardiology, cardiovascular surgery, neurology and neurosurgery, orthopedics, sports medicine, multi-organ transplants and cancer treatment; and

WHEREAS, HFHS also operates outstanding programs in graduate medical education, biostatistics and epidemiology; and

WHEREAS, HFHS and MSU have collaborated for many years to advance high quality health care for the residents of Michigan, through medical education relationships and research collaborations; and

WHEREAS, HFHS and MSU have expressed a mutual desire to significantly deepen and expand their collaboration, based on shared values, missions, visions, commitments and aspirations; and

WHEREAS, on June 9, 2020, HFHS and MSU executed a Letter of Intent (the “Letter of Intent”), pursuant to which the Parties expressed their intent to create a Health Sciences Center (the “HSC”) through which they will jointly undertake programs across certain research, educational and clinical domains; and
WHEREAS, MSU and HFHS have formed Newco to be the governance vehicle for many of their joint HSC activities; and

WHEREAS, as contemplated by the Letter of Intent, the Parties desire to memorialize the definitive terms of their HSC relationship, in this Agreement and in the Related Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to effectuate the Agreement, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Terms. For purposes of this Agreement, the following terms shall have the following meanings:

“AAA” has the meaning set forth in Section 15.4.

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Administration and Finance Committee” has the meaning set forth in Section 10.6.

“Affiliate” has the meaning set forth in the Newco Bylaws.

“Agreement” means this Master Affiliation Agreement, as originally executed and as it may be amended, modified, restated or supplemented from time to time.

“Ancillary Documents” has the meaning set forth in Section 16.9

“Applicable Law” has the meaning set forth in the Newco Bylaws.

“Approvals” shall mean any approval, authorization, consent, notice, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, of or from, or any notice, statement, filing or other communication to be filed with or delivered to, any Governmental Authority.

“Assistant MSU VP” has the meaning set forth in Section 6.5.

“Associate Deans” means, collectively, the CHM Associate Dean, the COM Clinical Associate Dean and the CON Adjunct Associate Dean for Nursing Practice.

“Attribution Joint Credit” has the meaning set forth in Section 3.1(c)(ii).

“Broad Use” has the meaning set forth in Section 3.1(c).

“Business Day” means any day other than a Saturday or a Sunday or a day on which banking institutions in the City of Detroit, Michigan are authorized or required by law to close.

“Cancer Center” has the meaning set forth in Section 4.1.
“Cancer Center Committee” has the meaning set forth in Section 4.2.

“Change of Control Non-Termination Event” has the meaning set forth in Section 14.6(b).

“Change of Control Termination Event” has the meaning set forth in Section 14.6(a).

“CHM” has the meaning set forth in the Recitals.

“CHM Associate Dean” has the meaning set forth in Section 6.4(b).

“Clinical Committee” has the meaning set forth in Section 7.7.

“Clinical Integration Focus Areas” has the meaning set forth in Section 7.2(c).

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax code.

“COM” has the meaning set forth in the Recitals.

“COM Clinical Associate Dean” has the meaning set forth in Section 6.4(c).

“CON” has the meaning set forth in the Recitals.

“CON Adjunct Associate Dean for Nursing Practice” has the meaning set forth in Section 6.4(d).

“Confidential Information” means any proprietary and/or confidential information of a Party, including information regarding products, data assets, Intellectual Property, services, properties, facilities, employees, faculty, agreements, processes, any incorporation of notes or other materials relating to ideas or technology, supplies, third party healthcare payer contractual information, cost and pricing data, files, marketing plans, advertising materials, patient and customer data, student data, educational materials, and terms of any business plan, strategy, transaction or business relationship, whether transmitted in writing, orally, in electronic form, or otherwise.

“Consultants” has the meaning set forth in Section 11.3(a).

“Coordination Process” has the meaning set forth in Section 16.10(c).

“Core DEI Principle” means that in connection with all HSC activities, as described in this Agreement and in the Related Agreements, the Parties shall endeavor to create a diverse, equitable and inclusive environment, and to address the social determinants of health, in a manner that enables their joint efforts to advance health equity.

“Covered Matters” has the meaning set forth in Section 16.10(c).

“Default Name” has the meaning set forth in Section 9.3(b).

“DEI” has the meaning set forth in Section 2.1(g).
“DEI Commitments” means that the Parties’ collectively shall, through their HSC activities as described in this Agreement and in the Related Agreements: (a) advance the representation of all populations in education, teaching, research and clinical care; (b) promote equitable pay and leadership roles for all populations in healthcare and academia; (c) support a culture of inclusion and equal representation in all components of the HSC (e.g., Newco governance; Cancer Center management; research, clinical and educational leadership); and (d) actively engage in work aimed at eliminating health disparities and advancing health equity for all Michigan residents.

“DEI Committee” has the meaning set forth in Section 9.7.

“Designated Existing Research Projects” has the meaning set forth in Section 10.1(b)(i).

“Dispute” has the meaning set forth in Section 15.1.

“Dispute Notice” has the meaning set forth in Section 15.2.

“Dispute Resolution Process” has the meaning set forth in Section 15.1.

“Education Committee” has the meaning set forth in Section 5.6.

“Effective Date” has the meaning set forth in the Preamble.

“Fundamental Milestones” has the meaning set forth in Section 14.4(c)(i).

“GME” has the meaning set forth in Section 2.3(b)(vi).

“Governmental Authority” has the meaning set forth in the Newco Bylaws.

“HAP” has the meaning set forth in Section 7.4(d).

“HFH” means Henry Ford Hospital, a tertiary care hospital located in Detroit, Michigan.

“HFHS” has the meaning set forth in the Preamble. As used herein and as the context requires, the term “HFHS” includes Henry Ford Health System and/or its Affiliates (e.g., services to be furnished by HFHS to Newco, MSU or MSU colleges and schools may be furnished directly though HFHS or through its Affiliates).

“HFHS Steering Committee Appointees” has the meaning set forth in the definition of “Steering Committee.”

“HFMG” means the Henry Ford Medical Group.

“HIPAA” has the meaning set forth in Section 11.4.

“HITECH Act” has the meaning set forth in Section 11.4.

“HRSA” means the Health Resources and Services Administration.

“HSC” has the meaning set forth in the Recitals.
“HSC Agreements” means, collectively, this Agreement and the Related Agreements.

“HSC Committees” means the Education Committee, the Cancer Center Committee, the Research Committee, the Clinical Committee, the Administration and Finance Committee, the DEI Committee and any other HSC Committees established pursuant to this Agreement, the Newco Bylaws or the Related Agreements.

“HSC Performance Incentive Payment” has the meaning set forth in Section 10.1(d).

“Indemnified Party” and “Indemnified Parties” have the meanings set forth in Section 16.1.

“Indemnifying Party” has the meaning set forth in Section 16.1.

“Intellectual Property” means any work product (whether tangible or intangible) including trademarks, trade names, designs, logos and other source identifiers; computer programs (in object code form and the source code therefor); writings, and works of authorship (whether or not copyrightable); data, technology, trade secrets, designs, innovations, discoveries, inventions, and improvements (whether or not patentable).

“Internal Cost” has the meaning set forth in Section 3.3.

“IRB” means an Institutional Review Board for research activities.

“Knowledge” with respect to any Member Party means the facts actually known by (exclusive of any knowledge imputed to) the responsible officers of such Member Party as such facts may exist as of the date hereof, after reasonable inquiry by such responsible officers in light of the relevant circumstances.

“Legacy HFHS Assets” has the meaning set forth in Section 14.7(a)(ii)

“Legacy MSU Assets” has the meaning set forth in Section 14.7(a)(i)

“Letter of Intent” has the meaning set forth in the Recitals.

“Long-Term Focus Areas” has the meaning set forth in Section 3.1(a).

“Material Adverse Effect” means any state of facts, change, event or occurrence that, individually or in the aggregate, has a material adverse effect upon the operations, assets, liabilities, condition (financial or otherwise), business, operating results, prospects, or customer, supplier or employee relations of any Party, other than any change, circumstance, event or effect arising out of or resulting from: (a) the execution and delivery of this Agreement, the other HSC Agreements or the consummation of the transactions contemplated hereby or thereby; (b) pandemics, hurricanes, earthquakes or similar catastrophes, or acts of war, terrorism, military action or any escalation or worsening thereof; (c) the economy or the financial markets in general; (d) the national industry sector (including regulatory changes) in which each Party operates in general and not specifically relating to the Party or to the industry sector of a Party within a particular City, County or State; and (e) changes in GAAP after the date hereof.
“Material Breach” has the meaning set forth in Section 14.4(b).

“Material Milestones” has the meaning set forth in Section 14.4(c)(ii).

“Member Party” means either HFHS or MSU, and “Member Parties” means both HFHS and MSU.

“Milestones” has the meaning set forth in Section 14.4(c).

“MSU” has the meaning set forth in the Preamble.

“MSU Health Professional Colleges” means CHM, COM, and CON.

“MSU Health Care” has the meaning set forth in Section 2.2 (except as otherwise defined in Section 12.7).

“MSU Steering Committee Appointees” has the meaning set forth in the definition of “Steering Committee.”

“Naming Convention” has the meaning set forth in Section 9.3(a).

“New Research and Education Investments” has the meaning set forth in Section 10.1(b)(ii).

“NCI” means the National Cancer Institute.

“Newco” has the meaning set forth in the Preamble.

“Newco Board” means the governing body of Newco as set forth in the Newco Bylaws.

“NIH” means the National Institutes of Health.

“Notice of Arbitration” has the meaning set forth in Section 15.4.

“Operational Efficiencies” has the meaning set forth in Section 7.3(a).

“Outside Date” has the meaning set forth in Section 14.4(c).

“Party” and “Parties” have the meanings set forth in the Preamble.

“Permits” means all licenses, permits, registrations, certificates and accreditations that are necessary for a Party to conduct business and/or fulfill its obligations hereunder.

“Person” means any individual, general partnership, limited partnership, limited liability company, for-profit or not-for-profit corporation, joint venture, trust, business trust, cooperative or association or other legal entity or organization.

“Related Agreements” means certain agreements and documents to which MSU and HFHS are parties, or have approved, relating to the operation and activities of the HSC, including without
limitation all of the following (in each case as amended from time to time): Newco Bylaws (attached as Exhibit A), and a Reciprocal Trademark License Agreement (attached as Exhibit B).

"Relationship Litigation" has the meaning set forth in Section 11.3(a).

"Research Building" has the meaning set forth in Section 2.2.

"Research Committee" has the meaning set forth in Section 3.2.

"Research Cores" has the meaning set forth in Section 2.2(d).

"Research Programs" has the meaning set forth in Section 2.1(b).

"Responsibilities Diagram" has the meaning set forth in Section 2.3(c).

"RTLA" means the Reciprocal Trademark License Agreement.

"Short-Term Focus Areas" has the meaning set forth in Section 3.1(a).

"Steering Committee" means the group of six (6) individuals, comprised of (a) the HFHS Board Chair (or another HFHS board member designated by the Board Chair), the HFHS Chief Executive Officer, and the HFHS Executive Vice President and Chief Clinical Officer (collectively, the "HFHS Steering Committee Appointees"); and (b) the MSU Board Chair (or another MSU board member designated by the Board Chair), the MSU President, and the MSU Executive Vice President for Health Sciences (collectively, the "MSU Steering Committee Appointees"). Each of the HFHS Steering Committee Appointees and the MSU Steering Committee Appointees shall be empowered to act on their respective appointing Member Party's behalf, in the appointing Member Party's capacity as a corporate member of Newco, as further described in the Newco Bylaws.

"Target Date" has the meaning set forth in Section 14.4(c).

"Umbrella Brand" has the meaning set forth in Section 3.1(c).

"UME" means CHM and COM undergraduate medical education.

"Undercutting Activity" has the meaning set forth in Section 9.1(c).

1.2 Other Definitional and Interpretive Provisions.

(a) The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents, captions and headings used herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to the Articles, Sections, Exhibits and Schedules, respectively, of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not
otherwise defined therein shall have the meaning as defined in this Agreement. The terms “Dollars”, “dollars” and “$” shall mean United States dollars. Any singular term in this Agreement shall be deemed to include the plural and any plural term the singular, and references herein to any gender shall include the other gender. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity. Any reference to a code, act, statute or regulation means that law, code, act, statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor laws, codes, acts, statutes or regulations and any reference to any law, code, act or statute shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The words “shall” and “will” are deemed to have the same meaning. References to a “day” or any number of “days” (without explicit qualification by the word “Business”) shall be interpreted as a reference to a calendar day or number of calendar days. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, the time for the giving of such notice or the performance of such act shall be extended to the next succeeding Business Day.

(b) The language in all parts of this Agreement must be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each has had an opportunity to have its counsel review and revise this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement.

ARTICLE II
JOINT VISION AND GOALS

2.1 Partnership Vision. The Parties, in entering into this Agreement and the other HSC Agreements, intend for the effect of their joint commitments to achieve the following goals:

(a) Improve health outcomes locally, regionally and nationally, and correspondingly further advance Michigan’s role as a health care destination for national/international patients and healthcare talent;

(b) Establish nationally prominent research programs (the “Research Programs”), as more fully described in Section 3.1, that will, among other things, advance discovery in the treatment of disease;

(c) Establish a regionally and nationally prominent cancer center, as more fully described in Section 4.1, that will, among other things, develop new discoveries in cancer care and implement cutting edge treatments;
(d) Train a diverse future physician, nursing and other professional workforce to meet Michigan’s 21st Century healthcare needs;

(e) Develop innovative health improvement models involving multiple disciplines, including health sciences, basic sciences, animal sciences, engineering, computer science and business;

(f) Address health equity and disparities with a special focus on urban and rural populations through these innovative models, as well as through community engagement and research, and improve public health for diverse populations;

(g) Address and advance the goals of diversity, equity and inclusion ("DEI") through all of their HSC-related activities, including population health, research, cancer, education and clinical care, by adhering to the Core DEI Principle and fulfilling the DEI Commitments;

(h) Through clinical integration activities between the respective faculty/physicians of the Member Parties, expand the scope of services, improve access, enhance quality and efficiency, and provide more seamless patient care across specialties and geographies;

(i) Provide a clinical and health plan/risk environment to test and iterate novel therapies/programs to improve patient care and community outcomes;

(j) Collaborate regarding possible additional joint opportunities to further their respective missions and promote health innovation;

(k) Recruit and train premier clinical/academic faculty to shape world class clinical, research training and community impact programs; and

(l) Innovate care transformation and public health science by engaging multiple disciplines, including health sciences, basic sciences, animal sciences, engineering, computer science and business, in the incubator of a premier care and coverage setting.

Accomplishing these goals will require a novel partnership, financial and programmatic commitments, collectively referred to as the HSC. The Parties believe that the proposed relationship and HSC platform will facilitate excellence and innovation, with a positive impact on population and community health that could not be achieved by the Parties individually. The HSC is intended to lead to elevated regional and national academic, research, and clinical reputation of the Parties, sufficient to recruit the most talented physicians, scientists, faculty, health professionals, students, trainees, and administrative executives.

2.2 Shared Responsibilities Conducted through the Health Sciences Center. The Member Parties shall jointly form and operate Newco as members of Newco, each with equal membership interests. However, the Parties acknowledge that the HSC is broader than Newco and encompasses (and is defined to mean) the joint activities of the Parties as described herein and in the Related Agreements, which activities shall be conducted primarily at or through the (A) HFHS hospital, ambulatory care and research locations; (B) HFHS and MSU Health Care, Inc. ("MSU Health Care") locations; (C) the MSU campuses of the CHM, COM and CON; (D) a new research building (the
as more fully described in Section 3.5; (E) any new CHM, COM or CON extension locations, branch campuses or other similar learning sites located in the Detroit area; (F) locations of a possible to-be-created public health program; and/or (G) other locations as mutually determined by HFHS and MSU. The Parties agree that in addition to jointly operating Newco, they will jointly, through the HSC (in some cases through Newco and in some cases outside Newco), and in each case subject to the other provisions of this Agreement and the provisions of the Related Agreements:

(a) Engage in management, coordination, research planning and priority setting for joint HSC research activities, including the development and operation of the Research Programs, and the development, construction and operation of the Research Building;

(b) Engage in certain activities relating to the creation and operation of, and obtaining NCI designation for, the Cancer Center;

(c) Engage in clinical coordination and integration activities between their respective faculty clinicians, non-faculty clinicians and healthcare facilities;

(d) Identify and arrange, through leveraging resources of the Member Parties where applicable, for necessary support services for the HSC, including but not limited to (i) an integrated information technology infrastructure; (ii) needed research cores to support the research activities of the HSC, as further described in Section 3.3 (the “Research Cores”); (iii) joint IRB and research compliance processes and functions; (iv) pre- and post- award support for research activities; and (v) marketing, some or all of which support services, at least initially, may be provided by one or the other of the Member Parties but, through shared services arrangements, shall be jointly funded by both Member Parties (by having Newco as the purchasing party for such shared services or otherwise);

(e) Develop processes for the patenting and commercialization of jointly developed Intellectual Property, in accordance with an Intellectual Property Agreement to be entered into among the Parties pursuant to the timeline set forth in Exhibit I (Material Milestones);

(f) Collaborate with respect to co-branding and marketing of certain HSC facilities and activities (e.g., buildings, research, schools and campuses);

(g) Investigate the feasibility of and potentially pursue one or more possible new public health programs;

(h) Engage in future curriculum development and educational program implementation for extension locations, a branch/regional campus and/or other similar learning sites of CHM in the Detroit area (subject to Section 2.3 and the ultimate approval by CHM of curricula and educational programming), as well as for the envisioned possible public health programs;

(i) Arrange for funding (including without limitation through Member Party contributions and/or third party financing) of the HSC; and
(j) Jointly communicate to the public regarding HSC activities and engage in joint development (i.e., philanthropic) efforts with respect to such activities under the terms of the to-be-developed (pursuant to the timeline set forth in Exhibit I (Material Milestones)) Philanthropy Coordination Agreement.

2.3 Responsibilities Excluded. For the avoidance of doubt, the following activities (among others) are expressly not included within the activities of the HSC, and MSU or HFHS, as applicable, or their respective Affiliates (excluding the other Parties) shall retain the sole authority and responsibility for such activities:

(a) MSU will retain sole authority over MSU Health Professional Colleges, UME programming, nursing education and other health sciences education programs, as well as for the implementation of related educational initiatives. MSU shall seek input and recommendations regarding educational activities through the Education Committee, as defined in Section 5.6, and the Newco Board; however, authority over educational decision making (other than in the area of GME) shall reside solely with MSU and its Affiliates and, for the avoidance of doubt, neither Newco nor HFHS may exercise authority over such educational programs and decisions. Without limiting the forgoing, MSU and its Affiliates (excluding the other Parties) shall retain sole authority and responsibility for the following:

(i) Financing all of its operations that are outside the scope of the joint HSC activities identified in Section 2.2 and/or elsewhere in this Agreement and the Related Agreements;

(ii) Paying salaries or benefits for MSU (and Affiliate) employees and contractors;

(iii) Establishing and modifying from time to time the curriculum of the MSU Health Professional Colleges;

(iv) Establishing and modifying from time to time standards for faculty appointments and reappointments;

(v) Decisions regarding class size, tuition, placement, and financial aid for the MSU Health Professional Colleges;

(vi) The oversight and management of the MSU-employed faculty and MSU Health Care; and

(vii) Legal, auditing, compliance and accounting services for CHM, COM, CON, MSU Health Care, and other MSU schools, colleges and Affiliates.

(b) HFHS shall retain sole authority over its clinical facilities, programs and clinical decision making. HFHS shall seek input and recommendations regarding such facilities and programs through the Clinical Committee, as defined in Section 7.7, and the Newco Board; however, authority over HFHS facility and clinical operations shall reside solely with HFHS and its Affiliates (including HFMG) and, for the avoidance of doubt, neither Newco nor MSU may exercise authority over such operations. HFHS will also retain authority for managing
the HFHS graduate medical education programs and the implementation of related educational initiatives. Without limiting the forgoing, HFHS and its Affiliates shall retain sole authority and responsibility for the following:

(i) Financing all of its operations that are outside the scope of the joint HSC activities identified in Section 2.2 and/or elsewhere in this Agreement and the Related Agreements;

(ii) Paying salaries or benefits for HFHS (and Affiliate) employees;

(iii) The operation of the HFH (and other HFHS hospitals and health care facilities) and HFMG, and any successors thereto (including all supply chain and revenue cycle operations relating thereto), including without limitation any hospitals that in the future become part of the HFHS system;

(iv) The operation of any ambulatory care facilities that are (or in the future become) part of the HFHS system (including all supply chain and revenue cycle operations relating thereto);

(v) The development and expansion of HFHS clinical programs;

(vi) The management and expansion of graduate medical education ("GME") programs sponsored by HFHS and/or its Affiliates; and

(vii) Legal, auditing, compliance and accounting services for HFHS (and other HFHS Affiliates).

(c) The diagram attached hereto as Exhibit D (the "Responsibilities Diagram") sets forth in general terms responsibilities that reside within the shared HSC domain versus those that are retained in the HFHS or MSU domains. The Responsibilities Diagram is intended to provide guidance to the Parties; in the event of a conflict between a general term in the Responsibilities Diagram and a more specific provision in this Agreement or the other HSC Agreements, the more specific provision shall control.

ARTICLE III
RESEARCH ACTIVITIES AND STRUCTURE

3.1 Research Enterprise and Planning. The Parties intend to develop jointly branded and nationally recognized Research Programs (i) that are jointly administered, promoted and supported through Newco; (ii) that are anchored on strategic translational programs that improve clinical outcomes and have a global impact through publication and assumption of science leadership roles by leading investigators; and (iii) with purposes that include research planning, recruitment planning and development, and co-investment in research programs, faculty and infrastructure. MSU and HFHS agree to construct a comprehensive plan and timeline for developing the Research Programs based on the following principles:
(a) Within a period of one (1) to three (3) years, health sciences research, other than clinical trials, conducted by either HFHS (or HFMG) or MSU Health Professional Colleges (or MSU Health Care), in the following areas, including basic translational, clinical and population sciences research, will be incorporated into the Research Programs (the “Short-Term Focus Areas”): Cancer; Neuroscience; Precision Health/Medicine; Population and Public Health; and Primary Care and Women’s Health (including care model innovation and new training models). Future research priorities are anticipated to include, but not be limited to: Applied Immunology, Infectious Disease, Imaging/Radiology, Musculoskeletal/Bone & Joint, Safety Science and Cardiovascular Medicine (the “Long-Term Focus Areas”). The coordination and integration of each Party’s applicable research activities into the Research Programs will be complex and will occur in phases according to a research implementation plan approved by the Steering Committee within sixty (60) days following the Effective Date. The Research Programs will be organized in such a manner to further the principles set forth in Section 3.1(b), below, and to facilitate attribution of Member Party contributed research to both HFHS and MSU as described in Section 3.1(c), below.

(b) The coordination and integration of each Party’s applicable research activities into the Research Programs will also be undertaken based on the following principles: (i) prioritizing making the Research Programs work as seamlessly as possible for investigators; (ii) principal investigators will be jointly funded by MSU and HFHS and will all have an MSU faculty appointment upon meeting criteria for appointment through MSU established processes; (iii) the Research Programs will be designed to have a defined identity focused on providing dedicated support for jointly selected research priorities, associated faculty and administration, under joint branding, governance, and management by HFHS and MSU (including through Newco); (iv) distinct research administration functions that currently exist across several institutes and programs within the Member Parties will be integrated and/or aligned to best leverage existing staff and capabilities, strategically generate new financial and structural resources, and to consistently deliver high levels of service to investigators aligned with the research program priorities; (v) researchers will participate in the design in partnership with administrative/back office function leaders and operational team members from both HFHS and MSU; (vi) design processes will be driven by goals of maximizing principal investigator satisfaction, facilitating research program growth and securing research administrative efficiencies; (vii) federally funded basic science and clinical research will be structured to facilitate the Attribution Joint Credit and co-branding goals of the Parties set forth in Sections 3.1(c) and 9.3, below; (viii) there will be appropriate links from the Research Programs to HFHS and MSU for required legal and regulatory issues as well as clinical functions that support research; and (ix) subject to the phased approach described in Section 3.1(a), the Research Program structure will apply to all research administered, promoted and supported through the HSC, unless otherwise agreed; some processes may be specific to wet lab/basic sciences research, clinical research, or population health/implementation science/outcomes studies.

(c) The Parties agree to develop and use an “Umbrella Brand,” as further described in Section 9.3 and Exhibit C, to name, publicize and promote the activities of the HSC. As used in this Agreement with respect to the Umbrella Brand, “Broad Use” means the uses indicated on Exhibit C with an asterisk. All uses on Exhibit C that are not asterisked are for illustrative purposes only and subject to further development and refinement.
(i) At such time as there is Broad Use of the Umbrella Brand and utilization of a unique DUNS number for research within the affiliation commences, all existing federally sponsored research that is within the Research Programs and for which HFHS is the grantee shall be transferred to MSU as the successor in interest or through a similar mechanism, to the fullest extent legally feasible, and thereafter; (x) MSU shall be the grantee for all federally sponsored research conducted as part of the Research Programs; (y) all grant proposals and similar submissions for government sponsored research shall be submitted using the Umbrella Brand and utilizing a unique DUNS number that ties solely to the Umbrella Brand and no other name; and (z) the Umbrella Brand shall be used in connection with all submissions and communications with applicable rankings agencies (e.g. Blue Ridge, AAU and US News and World Report).

(ii) For avoidance of doubt, to the extent legally possible, it is the Parties’ intent that (i) HFHS and MSU each benefit from the ranking uplift of pooling their federally awarded research expenditures; (ii) MSU is able to be “credited” with such research for ranking purposes; and (iii) HFHS is able to be recognized with MSU for the total portfolio of the Parties’ research, under widely recognized rankings of health systems (collectively, the “Attribution Joint Credit”).

(iii) Until Broad Use of the Umbrella Brand commences (as further described in Section 9.3 and Exhibit C), notwithstanding any provisions of this Agreement or the Related Agreements to the contrary, each Member Party (A) shall continue to be the grantee on its portfolio of research (including with respect to the Research Programs); (B) shall receive sole attribution with respect to its portfolio of research; and (C) shall work cooperatively with the other Member Party and with Newco to address appropriate attribution of joint research activities.

(iv) In the event that HFHS later changes its name (pursuant to a re-branding or otherwise), the Umbrella Brand shall correspondingly be changed to reflect the new or modified HFHS name; provided, that HFHS shall pay all reasonable costs associated with such Umbrella Brand change.

(d) The Parties agree to the following regarding their clinical trial activities:

(i) Increasing clinical trials and enrollment is necessary for the Parties to achieve their research aspirations, including NCI Cancer Center designation within the five (5) to seven (7) year period following the Effective Date, achieving health equity and implementation science aspirations, and providing opportunity for basic science investigators to access clinical data and research. The vast majority of the Member Parties’ clinical trials are industry sponsored as of the Effective Date and the Parties have a limited number of federally funded clinical trials. However, the volume of federally funded clinical trials is expected to grow in the near term with respect to the HSC Research Programs in the Short-Term Focus Areas. At the time that Broad Use of the Umbrella Brand commences (as further described in Section 9.3 and Exhibit C), any federally funded clinical trials will become attributed to MSU as the successor in interest or through a similar mechanism. However, clinical trials shall continue to be administered as described in Sections 3.1(d)(ii)-(v) below.
(ii) The Parties will utilize the HSC as a pivot through which to coordinate their clinical trial strategies, including clinical trial network, cross-institution data coordination, and reciprocal clinical trial agreements so that principal investigators from MSU and HFHS can rapidly and efficiently establish and conduct trials. The Parties will assign overall accountability for nurturing and stimulating clinical trial research to the Newco President and the Cancer Center Director. Under matrix reporting relationships to the Newco President and Cancer Center Director, the research program directors, HFMSG and MSU Department Chairs, and the HFHS service line clinical leaders will be responsible for executing on enrollment and other trial objectives for the research programs associated with their clinical specialty. Clinical research programs that are imbedded within MSU or HFHS Departments will continue to be financed and managed by the respective Department Chairs, subject to Newco oversight and MSU and HFHS research administrative policies. Any integrated clinical Department Chair or division chief will also be responsible for the clinical trial performance for both MSU and HFHS based clinical trialists. Coordination of trial priorities and access to resources among these leaders will be a critical success factor for the HSC, requiring active engagement of the Research Committee and Cancer Committee.

(iii) The Parties recognize the benefits of an optimally integrated and aligned research enterprise, including basic, clinical, and population research. This integration will be reflected by coordinated planning and investments, as well as an optimized research infrastructure. This degree of alignment will necessarily require commensurate evolution in the branding and nomenclature for mutual research efforts, such that each Party is satisfactorily acknowledged. While the staging and pace toward this ultimate goal will need to be informed and modulated by resource constraints and organizational capabilities, and HFHS and MSU will initially maintain their existing clinical trial infrastructures, a plan for progress toward more coordination will be developed by Newco and approved and monitored by the Parties. To fully realize the benefits from the HSC, HFHS and MSU will need to advance an investigator-centric clinical trials environment and infrastructure.

(iv) The Cancer Center infrastructure will provide scientific oversight to all cancer clinical trials and support translational and early stage clinical research opportunities among Cancer Center faculty members. The Cancer Center will also require elements of its own dedicated clinical trials infrastructure to meet NCI requirements.

(v) As further described in Article VI, HFHS investigators will seek MSU academic appointments in the clinical departments appropriate for their specialty to ensure recognition of MSU, as cobranded with HFHS, in the publication of clinical study results and other trial reporting. The Newco President will facilitate access for MSU investigators to HFHS clinical resources on an equivalent basis to current HFHS investigators.

(e) All HSC Research Programs, with support and recommendations from the DEI Committee, will be conducted in a manner consistent with the Core DEI Principle and in furtherance of the DEI Commitments. Without limiting the forgoing, when conducting the Research Programs, the Parties shall seek to engage all communities in clinical research (e.g. clinical trial participation) and identify health disparities and potential interventions.
(f) Clinical research will continue to occur in a geographically dispersed fashion, even after the new administrative processes are incorporated into the integrated research enterprise.

3.2 Research Committee. Newco will have an advisory standing committee that will serve as a recommending body to help guide the creation and management of the Research Programs (the “Research Committee”). The Research Committee will be chaired by an individual selected by MSU from among the MSU appointees to the Newco Board, will function under the authority of the Newco Board, and will perform such functions as are set forth below or as are delegated to it by the Newco Board or the Parties concerning the conduct of the Research Programs. The Research Committee also shall be responsible for making recommendations to the Newco Board regarding shared service agreements and other arrangements to optimize research activities. The role of the Research Committee shall be advisory only. Subject to (and without limiting) the forgoing, the Research Committee will be responsible for the following:

(a) Research Input.

(i) Making recommendations to the Newco Board and the Member Parties regarding the strategic plan and prioritization of areas of focus and funding for clinical and translational research, e.g., cancer, public health, etc.

(ii) Making recommendations to the Newco Board regarding development of various Research Programs and recommending leaders for such Research Programs;

(iii) Making recommendations to the Newco Board regarding, and monitoring, DEI initiatives across research;

(iv) Monitoring progress of the research strategic plan;

(v) Providing input on select clinical trials;

(vi) Identifying and evaluating research resource requirements, including with respect to funding;

(vii) Providing input on design of the Research Building;

(viii) Making recommendations to the Newco Board regarding optimal attribution for both Member Parties; and

(ix) Making recommendations to the Newco Board regarding the allocation of discretionary and unrestricted funding for bridge funding, start-up funding, capital purchases, and other investments as the HSC may prioritize.

(b) Research Administration.
(i) Proposing and, with the consent of the Newco Board, assisting in implementation of a structure for managing research administration and contracted services among the Member Parties and with external vendors;

(ii) Making recommendations regarding an HSC research administration structure (utilizing Newco and/or Member Party resources, as discussed in subsection (iv), below) that is conducive to minimizing costs, streamlining administrative operations, enhancing performance, consolidating leadership, and ensuring synchronization and effective integration;

(iii) Assessing performance and trends in the Research Programs, in total and in its composite parts; and

(iv) Making recommendations on achieving administrative efficiencies through the HSC (including through the provision of services by either or both Member Parties) in the following areas: (A) central research administration including pre-award and post-award support; (B) the negotiation and administration of contracts; (C) research compliance; (D) research shared services including grant administration support services; (E) research information technology solutions and support, including the consolidation and streamlining of information technology infrastructure between the Parties, developing dashboards and tracking systems for research administration, and, where necessary, developing interfaces between MSU and HFHS software systems to promote communication and integration across departments and institutions; and (F) additional research best practices as appropriate, including centralizing costs of administrative responsibilities, the creation of a single IRB for HSC research, and developing unified policies and a robust electronic system for research management.

3.3 Research Cores. The Parties commit to augmenting and/or coordinating (and, as necessary, developing new) Research Cores, which are laboratories or research support services that will be utilized in connection with the Research Programs. The Parties shall work cooperatively to determine which entity (MSU, HFHS or Newco) shall fund, develop, own and operate any new or substantially augmented Research Core; service agreements shall govern the use by the non-owner Parties of existing and any new Research Cores. The cost of the provision of Research Core services (including sub-contracted services) by any Party to any other Party shall be based on the price that such Party would charge an internal division/department, which for clarity shall include overhead/indirect costs in accordance with such Party’s internal pricing/cost allocation policies and procedures (“Internal Cost”). These arrangements will be considered in the context of the HSC research infrastructure.

3.4 Intellectual Property.

(a) Background Intellectual Property. Each Party will retain its rights in any and all Intellectual Property and/or work product created, developed and/or reduced to practice by a Party prior to and/or outside the scope of (i) this Agreement or the Related Agreements; or (ii) the HSC.

(b) Joint Intellectual Property. The ownership, patenting, licensure and commercialization of Intellectual Property jointly developed by the Parties, including thorough the HSC’s activities and the Research Programs, shall be governed by an Intellectual Property
Agreement that the Parties will enter into pursuant to the timeline set forth in Exhibit I (Material Milestones).

3.5 Research Building.

(a) Purpose. The Parties intend that a new Research Building will become the Research Programs’ Detroit-based center for research and innovation on the HFHS campus, subject to obtaining adequate funding for the Research Building as described in Section 3.5(b). The facility also may include space for research conducted by private industry. The Parties intend that MSU and HFHS faculty will work collaboratively in the facility, with select Research Programs’ initiatives and Research Cores being co-located there. The Research Building will be located on land to be contributed by or leased from HFHS and will be designed, built, operated and coordinated in such a manner so as to ensure the continuous availability of Attribution Joint Credit for research conducted within the facility. In the future, the Parties may agree to develop separate educational buildings near the Research Building.

(b) Fundraising, Development and Construction. The Parties intend that the Research Building will include up to 200,000 sq. ft. of usable space, depending on the Parties’ ongoing evaluation of space needs, and that the development and construction of the building will be funded through public-private partnership funds, including but not limited to special requests by either HFHS or MSU for identified external funds. Additional funds for construction, if needed, will be supported by a coordinated fundraising campaign for the Research Programs. In the event that the Member Parties, acting in their capacity as members of Newco through the Steering Committee, determine that developing and constructing the Research Building is infeasible, the Parties will obtain such other space as is sufficient for the Parties to achieve their research objectives and collaborations as set forth herein and in other existing or future HSC Agreements.

(c) Ownership. The Member Parties, acting in their capacity as members of Newco through the Steering Committee, will discuss and agree on a fair and mutually advantageous ownership structure for the Research Building, which may include third parties involved in the financing, development and/or construction of the Research Building.

ARTICLE IV
CANCER CENTER COLLABORATION

4.1 Cancer Center. HFHS and MSU will partner to execute a joint strategy to create an NCI Designated Cancer Center, and ultimately an NCI Designated Comprehensive Cancer Center (the “Cancer Center”). Regardless of whether NCI designation is sought in concert with, or without, other partners, in the path toward such designation each of HFHS and MSU will be the other’s primary clinical and research partner for cancer. Toward this overarching goal, HFHS and MSU will establish a joint cancer program. MSU and HFHS will together establish a gap assessment and strategic plan to achieve NCI designation and will align cancer research programs, clinical trials, each make substantial financial investments, jointly undertake leadership recruitments, and develop a calendar of activities and milestones toward the NCI designation objective. In accordance with Section 9.1 below, the Parties understand and agree that the Member Parties each may maintain with third parties existing clinical and research relationships in cancer; provided, that such relationships are consistent with the above
provisions of this Section 4.1; and provided further, that such relationships with third parties are promptly and fully disclosed to the other Parties. The Parties’ joint initiatives in cancer shall be led by a Cancer Center Director, who shall be mutually agreed and selected by HFHS and MSU, who will work exclusively for the Parties and the HSC, and who will have the job description and reporting structure, as mutually agreed by HFHS and MSU and as consistent with prevailing NCI requirements.

4.2 Cancer Committee. Newco shall have an advisory standing committee that will serve as a recommending body to help guide the development/creation of the NCI Designated Cancer Center and NCI Designated Comprehensive Cancer Center (the “Cancer Center Committee”). The Cancer Center Committee will be chaired by an individual selected by HFHS from among the HFHS appointees to the Newco Board, will function under the authority of the Newco Board, will coordinate and maintain alignment with the Research Committee and the Clinical Committee, and will make non-binding recommendations to the Newco Board in the following areas:

(a) The clinical and research programs to be included within the Cancer Center;

(b) The programmatic elements of the Cancer Center;

(c) Cancer Center leadership;

(d) Gap assessment and strategic planning for the Cancer Center, including with respect to the process, activities, milestones and timing for seeking and obtaining NCI Designated Cancer Center designation, NCI Designated Comprehensive Cancer Center designation, and a P30 Cancer Center Support Grant;

(e) In conjunction with the Research Committee, coordination of research and clinical trials in cancer, and oversight of research administrative functions and Research Cores provided by the Parties;

(f) In conjunction with the Clinical Committee, coordination of clinical (and clinical integration) initiatives in cancer;

(g) In conjunction with the Administration and Finance Committee, the Cancer Center budgets (including needed investments) and fundraising;

(h) The possible inclusion of potential additional partners as part of the NCI Designated Cancer Center and/or NCI Designated Comprehensive Cancer Center;

(i) Coordinating DEI initiatives across cancer programs; and

(j) Community outreach, marketing and branding.

The Cancer Center Committee shall also perform such additional functions as are delegated to it by the Newco Board from time to time and that are not inconsistent with its role as an advisory committee focused on the development and operation of the Cancer Center.
4.3 DEI Initiatives in Cancer. All HSC cancer initiatives, including without limitation those involving the Cancer Center, with support and recommendations from the DEI Committee, will be conducted in a manner consistent with the Core DEI Principle and in furtherance of the DEI Commitments. Without limiting the forgoing, the DEI-related goals of the Parties’ research in cancer include without limitation: (a) driving innovation in the next generation of health disparities cancer research from the molecular to the whole person across rural, urban and underserved communities; and (b) identifying opportunities to advance health disparities research that closes the gap in healthcare outcomes for all cancer patients.

ARTICLE V
EDUCATION PROGRAMS

5.1 Health Sciences Education. The HSC will include an expanded educational agenda with the goal of delivering health care training for the 21st Century (e.g. population health-oriented, digital, inter-professional) and building a pipeline for future clinicians at HFHS, MSU and across the state that matches the diversity of the communities served. MSU will create a pathway, as appropriate, within the MSU Health Professional Colleges as an HSC activity, and thus utilizing the Umbrella Brand (as further described in Section 9.3 and on Exhibit C) in mutually agreed ways, with the ability to collaborate across CHM, COM and CON. For clarity, nothing in the preceding sentence requires any changes to the names of CHM, COM or CON. The pathway will include other related MSU colleges and programs (e.g., business, engineering, social work) to the extent possible. The coordination of each Party’s educational activities as described herein, including in Sections 5.4, 5.5, 5.7, 5.8, 5.9 and 5.10, will be complex, shall be more fully described in an education implementation plan approved by the Steering Committee within sixty (60) days of the Effective Date, and will occur in phases as set forth in such plan.

5.2 Authority Over Education. Consistent with Section 2.3(a), decisions relating to undergraduate medical education, nursing education, and other health sciences educational enterprises and implementation of related educational initiatives shall continue to reside with MSU. MSU will be solely responsible for ensuring that educational programming is compliant with accreditation standards and any other state, federal, and nongovernmental requirements needed for continued licensure and accreditation of the MSU Health Professional Colleges. Subject both to the forgoing sentence and the provisions of Section 9.1, as well as MSU’s other contractual obligations hereunder, the MSU Health Professional Colleges retain the right to, and will, execute specific affiliation agreements for purposes of accreditation. HFHS shall, and shall cause its Affiliates to, use their reasonable efforts to cooperate with and assist MSU in maintaining applicable educational accreditations at all times.

5.3 Institutional Sponsorship of GME Programs. HFHS will be the institutional sponsor of the Parties’ GME programs at HFH and at other HFHS sites as the Parties may agree, and will be entitled to retain all direct and indirect reimbursement received from third party payors (including without limitation Medicare and Medicaid) in connection with such programs. HFHS will be responsible for compliance with ACGME requirements for such programs. MSU shall, and shall cause its Affiliates to, use their reasonable efforts to cooperate with and assist HFHS in maintaining ACGME and other applicable post-graduate training requirements at all times. MSU will retain the institutional sponsorship of MSU GME programs conducted primarily at non-HFHS sites.
5.4 Education Design. MSU and HFHS will, consistent in all respects with Section 2.3(a) and 5.2 hereof (including MSU’s ultimate authority over MSU Health Professional Colleges’ curriculum), collaborate on evolutionary changes for consideration in the MSU Health Professional Colleges training that may, among other things: (a) align existing programs for MSU trainees with across-site focus on population health, especially in primary care; (b) expand opportunities and cohorts for CON and 3rd and 4th year COM students, and establish cohorts for CHM 3rd and 4th year students aligned to education, research and GME; (c) develop new educational pathways intended to support the Parties’ mutual interests in primary care, inter-professional education, population health, precision medicine, cancer, rural health, and other areas; and (d) explore means to pilot and manage new care models through Health Alliance Plan and the Henry Ford Physician Network.

5.5 HFHS Training Sites. HFHS facilities (including without limitation HFH, Henry Ford Wyandotte Hospital, Henry Ford Macomb Hospital, Henry Ford Kingswood Hospital (or its successor facility), Henry Ford Allegiance Hospital, Henry Ford West Bloomfield Hospital and various HFHS ambulatory sites) will serve as training sites for CHM, COM, CON and possibly other related MSU colleges and programs. This includes finding additional training slots at such HFHS facilities for MSU students, subject to HFHS capacity and resource constraints, while still enabling HFHS to accommodate its training commitments to Wayne State University and other professional schools, subject to the principles and limitations of Section 9.1. The Member Parties will use reasonable efforts to increase training slots at HFHS facilities in accordance with Exhibit E. It is acknowledged that MSU, and specifically CHM, COM and CON, will maintain and manage such other current, ongoing affiliations as it deems necessary to support the training of its students, as further set forth and subject to the principles and limitations in Section 9.1.

5.6 Education Committee. Newco shall have an advisory standing education committee, which shall serve as a feedback body to help guide the development of the HSC’s educational programs and innovative teaching approaches (the “Education Committee”). The Education Committee will be chaired by an individual selected by MSU from among the MSU appointees to the Newco Board, will function under the authority of the Newco Board, and will make non-binding recommendations in the following areas:

(a) UME and other MSU Health Professional College curricula, including changes to curricula to incorporate inter-professional education;

(b) Changes to curricula to incorporate innovative and leading-edge education approaches;

(c) Funding and publishing opportunities associated with educational methods, including HRSA grants;

(d) Faculty and professional development;

(e) Design of the CHM, CON, COM regional campus, additional locations and/or training sites;

(f) Development of extension locations, and/or other similar learning sites, and virtual education programs;
(g) Need for additional training slots;

(h) Coordination of DEI initiatives across undergraduate and graduate/post-graduate education programs and evaluation of performance in meeting the goals of such initiatives;

(i) Development of a public health program;

(j) Coordination across CHM, CON, COM and other MSU colleges on program development/refinements;

(k) Interprofessional education program development; and

(l) Coordination of CHM/COM and HFHS post-graduate training.

The Education Committee shall also perform such additional functions as are delegated to it by the Newco Board from time to time and that are not inconsistent with the provisions of Section 5.2.

5.7 MSU Regional Campus, Additional Location and/or Training Site. MSU will work with HFHS to establish on a to-be-agreed timeframe, and subject to available funding and other HSC priorities, a regional campus, additional location and/or training site(s) for the CHM, CON and COM and potentially one or more additional MSU professional schools on or near the HFHS campus in Detroit, in each case in collaboration with HFHS (consistent with the provisions of Sections 2.3(a) and 5.2) as to such matters as class size, facilities, training sites, curriculum, and funding requirements. For clarity, even prior to the development of any physical building or space containing a regional campus, the Parties will collaborate with respect to education (including its clinical and research dimensions) in the Southeastern Region of Michigan, including without limitation through possible extension locations and/or other similar learning sites and “virtual” programs.

5.8 Enhanced Access to HFHS GME and Other Programs. Fourth year and graduating MSU CHM and COM students will have enhanced access to HFHS programs on a schedule to be developed by the Parties, but no later than three (3) years after the Effective Date (e.g. for fourth year medical students, sub-specialty rotations at HFH; for MSU GME residents, exposure to tertiary and quaternary care cases at HFH. Also, for graduating CHM and COM students, access to HFHS GME programs through pipeline programs, fast track, or guaranteed slot placement).

5.9 Nursing. The Parties agree to adopt strategies to achieve future nursing alignment through organizational leadership, educational program development, research program alignment, and clinical practice opportunities. Graduating CON students will have enhanced access to HFHS programs on a schedule to be developed by the Parties, but no later than three (3) years after the Effective Date.

5.10 Other Health Sciences Education. The Parties may develop additional health sciences education programs with the feedback of Newco and its Education Committee.

5.11 Public Health Training/ Research Programs/ Public Health Program. With the feedback of Newco and its Education Committee and Research Committee, MSU and HFHS will coordinate existing and develop new public health training and research programs, with the vision of
eventually establishing a new urban-based public health program potentially in partnership with other Michigan institutions.

5.12 DEI Initiatives in Education. All HSC educational initiatives, with support and recommendations from the DEI Committee, will be conducted in a manner consistent with the Core DEI Principle and in furtherance of the DEI Commitments.

ARTICLE VI
ACADEMIC/FACULTY ALIGNMENT

6.1 Faculty Appointments. The Parties aspire in the future to have a unified faculty structure for the MSU Health Professional Colleges applicable to MSU and HFHS personnel. As initial measures toward that goal:

(a) All existing HFMG clinicians who seek faculty appointments, any MSU-employed CHM or COM faculty members who transfer employment to HFMG, and all future HFHS/HFMC recruits who seek faculty appointments, will be evaluated for such appointments pursuant to the then-current MSU (as applicable) processes and criteria for faculty appointments (consistently applied), as relevant based on the type of appointment and faculty track, but subject to Section 6.1(g) and the last sentence of Section 6.4(b).

(b) All current and future HFHS/HFMC clinicians who meet the criteria for the applicable faculty appointment will be granted such appointment, and will have all rights incident to such appointments (e.g., voting rights, eligibility to serve on faculty committees) to the same extent as other MSU faculty with corresponding appointments, subject to the existing governance rules and relevant chair and dean approvals (but subject also to Section 6.1(g) and the last sentence of Section 6.4(b)).

(c) HFHS/HFMC professionals who are involved in education of MSU Health Professional College students shall be granted MSU faculty appointments, subject to the governance rules and relevant chair and dean approvals (but subject also to Section 6.1(g) and the last sentence of Section 6.4(b)).

(d) All physicians with CHM or COM faculty appointments are subject to the authority of the CHM or COM Dean (and, as applicable, the CHM or COM Associate Dean, as described below) with regard to academic roles and responsibilities including expectations, appointments, and faculty promotions.

(e) HFHS non-physician researchers, advanced practice practitioners, physician’s assistants, social workers, and certain technicians, who in each case meet the appointment criteria for faculty appointments in the corresponding MSU Health Professional Colleges, consistently applied, shall be granted such appointments, subject to the governance rules and relevant dean approvals (but subject also to Section 6.1(g)).

(f) Nurses who meet the appointment criteria for faculty appointments in the CON shall be granted such appointments, subject to the governance rules and relevant dean approvals (but subject also to Section 6.1(g)).
(g) The Parties will use best efforts to streamline the faculty appointment process for HFHS personnel.

6.2 Rank of Chairs/Chiefs. All HFHS/HFMG clinical Chairs/Chiefs who meet CHM’s criteria for the rank of full professor, consistently applied, shall be given full professorial level faculty appointments, subject to the governance rules and relevant chair and dean approvals (but subject also to Section 6.1(g) and the last sentence of Section 6.4(b)). The appointment of HFHS clinical Chairs/Chiefs at HFHS shall at all times be within the sole discretion of HFHS leadership.

6.3 Promotion. All HFHS personnel who receive faculty appointments at MSU Health Professional Colleges (including without limitation CHM), shall be subject to the same promotion process and criteria, consistently applied, as other faculty members of such MSU Health Professional Colleges who are not employed by, or affiliated with, HFHS.

6.4 CAO/Associate Deans. The following positions will be established and further developed:

(a) Role of CAO. The HFHS Chief Academic Officer, a position within HFHS that oversees all HFHS academic activities, will have responsibility within HFHS for, and therefore will coordinate with the Deans of CHM, COM and CON with respect to, MSU Health Professional College operations throughout HFHS, including at the regional campus (as described in, and subject to the provisions of, Section 5.7).

(b) CHM Associate Dean for HFHS. The individual then-serving as the HFHS Chief Academic Officer shall at all times also serve, and be appointed by MSU, as the Associate Dean for HFHS (the “CHM Associate Dean”). In that capacity, the CHM Associate Dean, reporting to the CHM Dean, shall play a principal role in overseeing CHM activities throughout HFHS. The formal job description of the CHM Associate Dean shall be mutually developed by HFHS and MSU acting through the Steering Committee. One role of the CHM Associate Dean shall be to facilitate streamlined processing of applications from HFHS physicians/personnel for faculty appointments and to otherwise promote efficient interactions between HFHS physicians/personnel and the MSU faculty appointment and promotion infrastructure.

(c) COM Clinical Associate Dean. An individual selected by HFHS and approved by the COM Dean in his or her discretion shall serve as the “COM Clinical Associate Dean” to oversee COM educational activities with HFHS. If the COM Dean fails to approve a proposed HFHS appointee to the position of COM Clinical Associate Dean, HFHS shall appoint another individual to serve in that role, and so on, until a HFHS appointee is approved by the COM Dean. Either of HFHS or the COM Dean (in each case following consultation with the other) may remove an individual from the role as COM Clinical Associate Dean, in which event his or her replacement will be appointed in the manner set forth above. If the individual appointed is paid by MSU and meets the standards for a non-prefixed appointment, the word “Clinical” will be dropped from the title of COM Clinical Associate Dean.
(d) **CON Adjunct Associate Dean for Nursing Practice.** The person then serving as the Chief Nursing Officer of HFHS shall at all times also serve as the "**CON Adjunct Associate Dean for Nursing Practice.**"

(e) The Parties agree that the authorities of the Associate Deans described in sub-sections (b) through (d) above shall be consistent with the status of the affiliation between MSU and HFHS as a significant partnership and their role as one another’s primary affiliate, as described in Section 9.1, and that the authorities of the Associate Deans shall otherwise be consistent with Section 9.1.

6.5 **Assistant MSU Vice President.** The person then-serving as the President of Newco (as further described in the Newco Bylaws and as appointed pursuant to the Newco Bylaws) shall at all times also serve, and be appointed by MSU, as the Assistant Vice President for Henry Ford Health Affairs within the Office of Health Sciences (the "**Assistant MSU VP**"). The Newco President/Assistant MSU VP shall have the authorities and responsibilities as set forth in the Newco Bylaws and as supplemented and further described in a formal job description attached as **Exhibit F**. The same individual may, but need not, hold the positions of Newco President/Assistant MSU VP and CHM Associate Dean.

6.6 **Academic Chairs.** The HFMG clinical Chairs/Chiefs may serve, but are not required to serve, as Chairs of the corresponding CHM or COM clinical departments or CON equivalents. Notwithstanding the forgoing, in the event of a vacancy in any CHM clinical department Chair position, HFMG’s then-current Chair/Chief of the corresponding HFMG department shall assume the interim position of such CHM clinical department Chair if they meet the accreditation requirements and with the Member Parties’ agreement, and subject to the CHM governance rules and CHM Dean approval, while the search process for a permanent (i.e., not interim) replacement is conducted. The CHM Associate Dean (or his/her designee) shall serve on the search committee for each such permanent CHM clinical department Chair. The COM Clinical Associate Dean (or his/her designee) shall, if approved by the COM Dean (such approval not to be unreasonably withheld), serve on the search committee for all permanent COM clinical department Chairs.

6.7 **HFHS Involvement in Faculty Governance.** MSU faculty from HFHS will participate in faculty governance of the applicable MSU Health Professional College consistent with their faculty appointment and rank.

**ARTICLE VII**

**CLINICAL INTEGRATION ACTIVITIES**

7.1 **Goals of Clinical Integration Activities.** The Member Parties will engage in clinical integration activities between their respective faculty/physicians in order to expand the scope of services, improve access, enhance quality and efficiency, and provide more seamless patient care across specialties and geographies.

7.2 **Clinical Integration Focus Areas.** The Parties agree that there will be three (3) focus areas of clinical integration activities:

(a) Optimization of practice administration, as described in Section 7.3;
(b) Clinical service and facility development, as described in Section 7.4; and

(c) Professional integration through faculty appointments (as described in Article VI), and through service line integration and other clinical integration initiatives, as described in Section 7.5 (collectively, (a) through (c) are the “Clinical Integration Focus Areas”);

The Parties shall immediately undertake initiatives in all of the Clinical Integration Focus Areas, but acknowledge and agree that identifying areas to achieve administrative efficiencies and addressing the depth of MSU specialty services shall be given the highest priority in the first year following the Effective Date.

7.3 Practice Administration.

(a) **Achievement of Operational Efficiencies.** The Member Parties have identified the following priority areas in which they will seek to achieve MSU Health Care practice operational efficiencies by utilizing HFHS as its service provider, otherwise utilizing HFHS resources, jointly purchasing services from third parties and/or integrating the MSU Health Care services with HFHS, in each case to the extent lawful and reasonably feasible (the “Operational Efficiencies”): malpractice insurance, supply chain, medical equipment and payor contracting/quality incentives. For each of these areas, the Member Parties will assess and determine within eighteen (18) months of the Effective Date the optimal Operational Efficiencies through which MSU Health Care may achieve the desired results.

(b) **Service Agreements.** The Member Parties agree to enter into one or more service agreements for those services that HFHS will provide to MSU Health Care pursuant to this Section 7.3. Such agreements shall include Internal Cost pricing and appropriate provisions relating to service levels/performance.

(c) **EHR Interface.** The Member Parties agree to use reasonable best efforts to promptly achieve connectivity/interfaceing between their respective electronic health record applications.

(d) **CIN Participation.** Within six (6) months following the Effective Date, MSU Health Care will join a HFHS clinically integrated network and execute such attorney-in-fact or other agreements between the faculty/physician practice groups to permit joint managed care or direct employer contracting and MSU Health Care utilization of HFHS purchasing arrangements, in each case to the extent lawful. Such participation by MSU Health Care shall be non-exclusive (i.e., MSU Health Care and its physicians shall be permitted to join other networks), except to the extent that exclusive participation is mandated by third party payors.

(e) **Quality Management Tools.** HFHS shall provide its clinical quality management tools and systems to MSU Health Care at Internal Cost pricing to support evidence-based practice and enhance the patient experience. The HFHS and MSU Health Care medical leadership responsible for this domain shall develop a program adoption and communication plan for MSU faculty within six (6) months of the Effective Date.

7.4 Clinical Service Development.
(a) **Provision of Select Specialists/Co-Management.** Promptly following the Effective Date, the Member Parties shall undertake efforts to identify areas of opportunity to supplement one another’s clinical services and further integrate their service line delivery. These efforts may include some or all of the following: (i) each Party potentially furnishing to one other (through physician lease or professional services arrangements, and on schedules to be determined) the services of certain select specialist physicians to fill current or future gaps in such specialist services at the receiving Party’s clinical sites; (ii) joint recruiting; and (iii) co-management arrangements for certain clinical departments and/or service lines. Physician/faculty employment and benefits will not change under any such co-management arrangements, but common clinical service and productivity expectations will be established. Such co-management arrangements shall incorporate a clinical service financial risk sharing formula appropriate to the business case for each integrated department or division.

(b) **Ambulatory Care Facilities.** The Parties shall consider the feasibility of establishing one or more multidisciplinary ambulatory facilities/satellites at to-be-determined locations, on a timeframe to be mutually agreed.

(c) **Accretive growth opportunities.** The Parties shall endeavor to identify joint clinical growth opportunities across specialties and services, such as cancer, infusion (non-cancer), neurosciences, radiology, digital health, population health, precision health, laboratory services, pharmacy services, ambulatory surgery center and others to be defined, in new and existing markets.

(d) **Health Plan Opportunities.** The Parties may also explore additional collaborative opportunities in improving the reach and performance of the Health Alliance Plan of Michigan (“HAP”). For instance, the Parties may consider whether HAP should be expanded as an insurance product to MSU employees, students, and the local Lansing population.

7.5 **Additional Clinical Integration.**

(a) **Service Line Coordination.** To the extent that the Member Parties desire to employ HFHS’ service line approach to clinical integration, when multiple departments are engaged in patient care delivery, underlying departmental co-management agreements will be modified to reflect HFHS service line medical leadership authority and the engagement of hospital, nursing and financial administrators.

(b) **Other Integration Initiatives.** MSU and HFHS shall work cooperatively to develop additional mechanisms by which they can further integrate and/or coordinate their respective clinical activities with the goal, over time, of serving patients as an academically and clinically unified group. The Member Parties shall work cooperatively to achieve ideal integration (as mutually agreed) on a to-be-developed timeline.

7.6 **Consulting and Approval Regarding Certain Expansions.** HFHS shall consult with and obtain approval, which shall not be unreasonably withheld, from MSU regarding any expansions of HFHS clinical services in the greater Lansing area (Clinton, Eaton and Ingham Counties). MSU shall consult with and obtain approval, which shall not be unreasonably withheld, from HFHS regarding any expansions of MSU clinical services in the greater Detroit metropolitan area (i.e., Wayne, Oakland,
and Macomb counties) and Jackson County, which the Parties acknowledge is part of the primary service area of HFHS. At such time as MSU and HFHS mutually conclude through the Steering Committee that they have achieved sufficient clinical integration, each of MSU and HFHS shall grant to the other the right to first opportunity to participate, through investments and/or the deployment of clinical resources, in growth opportunities they each undertake outside their core locations (i.e., outside the greater Lansing area in the case of MSU and outside the greater Detroit metropolitan area and Jackson County in the case of HFHS).

7.7 Clinical Committee. Newco shall have an advisory standing committee that will serve as a recommending body to help guide the Parties on clinical integration phasing, clinical program development and practice management (the “Clinical Committee”). The Clinical Committee will be chaired by an individual selected by HFHS from among the HFHS appointees to the Newco Board, will function under the authority of the Newco Board, and will include representation from COM, CON, CHM, and HFHS physicians, including but not limited to HFMG, and also will include the practice administrators for HFHS, MSU Health Care and a HFHS hospital administrator. The Clinical Committee will make non-binding recommendations to the Newco Board, HFHS and MSU in the following areas:

(a) The Clinical Integration Focus Areas;
(b) Providing input on the strategic plan for clinical care in markets served by the Parties, now and in the future;
(c) Providing input on joint clinical growth opportunities in existing and new markets;
(d) Coordinating DEI initiatives across the clinical platform and measuring performance;
(e) Integrating research programs with sponsor clinical programs;
(f) Serving as a mechanism to apply research to areas of strategic value for the sponsors;
(g) Coordinating quality assurance activities across HFHS and MSU Health Care; and
(h) Providing input and prioritization of services to be provided by HFHS to MSU Health Care.

The Clinical Committee shall also perform such additional functions as are delegated to it by the Newco Board from time to time and that are not inconsistent with its role as an advisory committee focused on clinical integration activities.

7.8 DEI Initiatives in Clinical Care. All HSC clinical initiatives, with support and recommendations from the DEI Committee, will be conducted in a manner consistent with the Core DEI Principle and in furtherance of the DEI Commitments. Without limiting the forgoing, the DEI-related goals of the Parties’ joint clinical activities include without limitation: (a) addressing health
equity and reducing disparities in access, care and outcomes; and (b) expanding patient-reported outcomes and quality of life research to eliminate disparities.

ARTICLE VIII
LEADERSHIP

8.1 Newco President. Newco shall have a President, who shall also be the Assistant MSU VP (as described in Section 6.5), who shall have day-to-day managerial responsibility for the activities of Newco and shall have such other responsibilities and authorities as are described herein (including Exhibit F), in the Newco Bylaws and in the Related Agreements, subject to (a) the direction and oversight of the Newco Board; and (b) the retained authorities of MSU and HFHS as set forth in Section 2.3 and elsewhere in this Agreement and in the Related Agreements.

(a) The Newco President may be employed by Newco, or by one Member Party or the other and “leased” to Newco, or on some other basis that equitably allocates costs.

(b) The individual serving as the Chief Executive Officer of HFMG as of Effective Date shall serve as the initial Newco President on an interim basis not to exceed two (2) years. Within six (6) months of such appointment, the Steering Committee shall convene a search committee to identify a long-term candidate for the Newco President. Except as set forth in the first sentence of this Section 8.1(b), MSU and HFHS, acting in their capacity as members of Newco through the Steering Committee, must agree on the appointment (and/or reappointment) and/or termination of the Newco President, including any termination prior to the expiration of a then-President’s term (subject to any contract rights the Newco President may have), as set forth in the Newco Bylaws. For avoidance of doubt, termination of the Newco President shall not cause that individual to be terminated from any other role he/she holds within HFHS or MSU. The initial job description for the Newco President is set forth on Exhibit F.

8.2 Other Key Executives for Mission Activities. The joint mission activities of the HSC will be led by other senior executives (in addition to the Newco President), who will include without limitation Research Programs leaders, the Cancer Center Director (as described in Section 4.1), the Newco Chief Financial Officer, the Newco Chief Legal Officer and others as appropriate and mutually agreed. The Parties also intend that in most cases, such executives will have executive roles/titles with both Member Parties, as well as potentially with Newco. The initial individuals selected to serve in these roles may be leaders currently employed by or affiliated with MSU or HFHS, or may be outside recruits. Similarly, with respect to each such role, the individual selected may be employed by MSU, HFHS or Newco, or may have dual or multiple employment relationships with the forgoing.

8.3 Organizational Chart. The Parties have developed an organizational chart, attached hereto as Exhibit G, and will develop additional organizational charts for approval by the Steering Committee, showing the reporting lines of HSC leadership, both within Newco and with respect to executives within MSU and HFHS (with respect to their roles within the HSC).

8.4 Participation on Search Committees. The Member Parties agree that they will establish procedures for the participation by each Member Party in the selection of critical positions of
the other Member Party, such as: MSU Executive Vice President for Health Sciences, MSU Deans of
the CHM, the COM and the CON; the Chief Executive Officer of the HFH, the Chief Clinical Officer
of HFHS and the CEO of HFMG.

ARTICLE IX
ADDITIONAL FOUNDATIONAL TERMS AND CONDITIONS OF AFFILIATION

9.1 Primacy of Affiliation. The Parties agree that they are embarking on a long-term,
significant partnership that will involve greater financial investment in, and operational integration
with, one another than exists in connection with either Member Party’s other affiliations. Consequently:

(a) No Other Primary Affiliations. HFHS shall not market its
arrangements or affiliations with any other medical school(s), and MSU shall not market its
arrangements or affiliations with any other hospitals, medical groups or health systems, as
“primary” or words to that effect.

(b) Reciprocal Rights of First Opportunity. Subject to Section 7.6, if
MSU (including without limitation any MSU Health Professional College or MSU Health Care)
develops or commences any new activity or program outside the scope of its current affiliations
(including with respect to the current geographic footprints of such existing affiliations), which
new activity or program has a clinical care or biomedical research component, MSU shall first
offer HFHS the opportunity to exclusively participate in such activity or program, prior to offering
any third party the opportunity to participate. Similarly, subject to Section 7.6, if HFHS develops
or commences any new activity or program that has an educational or biomedical research
component outside the scope of its current affiliations (including with respect to the current
geographic footprints of such existing affiliations), HFHS shall first offer MSU the opportunity to
eclusively participate in such activity or program, prior to offering any third party the opportunity
to participate. In the event that MSU develops an educational activity or HFHS develops a clinical
activity, in either case that would be reasonably likely to substantially affect the HSC’s activities
as described in this Agreement and the Related Agreements, MSU or HFHS, as applicable, shall
first offer the other Member Party the opportunity to exclusively participate in such activity, prior
to offering any third party the opportunity to participate. Notwithstanding the foregoing, for
cancer, as described in Section 4.1, the Member Parties will at all times be one another’s primary
clinical and research partner.

(c) No Undercutting. Neither MSU (or its Affiliates) nor HFHS (or its
Affiliates, including HFMG) shall engage in any affiliation or activity that, as a practical matter,
would prohibit or materially impede the HSC’s activities as described in this Agreement and the
Related Agreements (an “Undercutting Activity”). Each of HFHS and MSU shall cause its
Affiliates to comply with the provisions of this Agreement and the Related Agreements applicable
to such Affiliates and to refrain from engaging in any Undercutting Activity.

(d) Expansions. MSU and HFHS will, on an ongoing basis, consult with
one another as to possible additional joint activities to broaden their affiliation. The foregoing will
not obligate any Party to undertake any activity other than those described in this Agreement and
the Related Agreements.
Subject to the foregoing provisions of this Section 9.1, each of MSU (and its Affiliates) and HFHS (and its Affiliates) may maintain their current affiliations and enter into new limited affiliations with third parties. For avoidance of doubt, HFHS may continue to serve as a training site for students of non-MSU medical and health professional schools, and other health systems may continue to serve as training sites for CHM and COM students and for students of MSU’s other Health Professional Colleges.

9.2 Committee Membership and Charters. With respect to each HSC/Newco Committee established pursuant to this Agreement or the Related Agreements:

(a) The membership of each Newco Committee shall consist of an equal number of individuals representing each Member Party (unless with respect to a specific Newco Committee, this Agreement or a Related Agreement provides otherwise or the Parties agree otherwise);

(b) Each Member Party shall be responsible for appointing its representatives to each Newco Committee and may remove and replace such individuals (and fill any vacancies in such positions) in its discretion, subject to the approval of all committee appointees by the Newco board, such approval not to be unreasonably withheld. The chair of each Newco Committee shall be appointed by the Newco Board from among the Member Party appointees for terms to be established by the Newco Board (unless with respect to a specific Newco Committee or position on such Newco Committee (such as chairs), this Agreement or a Related Agreement provides otherwise or the Member Parties agree otherwise). Newco Committees may have Vice Chairs, in addition to Chairs, if set forth in the applicable Newco Committee charter and/or bylaws;

(c) Each Newco Committee may include individuals who are not on the Newco Board, so long as at least two members of each Newco Committee are also Newco Board members (unless with respect to a specific Newco Committee, this Agreement or a Related Agreement provides otherwise or the Member Parties agree otherwise); and

(d) Each Newco Committee shall establish a charter and/or bylaws that will govern its operations (e.g., quorums, frequency and schedule of meetings, manner of making decisions/recommendations, etc.). All such charters (and any amendments thereto proposed by any Newco Committee) must be approved prior to becoming effective by the Newco Board. The Newco Board also may amend such charters at any time on its own initiative and in its discretion.

9.3 Naming and Branding.

(a) The Parties agree that the Umbrella Brand, as defined in Section 3.1(c), will be developed as soon as reasonably feasible following the Effective Date. The Umbrella Brand shall include the following elements (the “Naming Convention”): (i) the name and logo shall include both the “Henry Ford Health System” (or “Henry Ford Health”) and “Michigan State” (or “Michigan State University”) names, with the “Henry Ford Health System” (or “Henry Ford Health”) name always appearing first (unless the Member Parties mutually agree otherwise in a particular instance); and (ii) the name/brand shall include the term “Health Sciences.” The Parties agree to develop branding/identity that conveys the breadth of the partnership and to
encompass all of the HSC-related activities of both HFHS and MSU. Further, the Parties affirm
their intent to position the Umbrella Brand as the essential brand through which the community
at-large recognizes the HSC relationship. Exhibit C indicates with asterisks those uses of the
Umbrella Brand that constitute Broad Use. The Parties agree that all other uses indicated on Exhibit
C are for illustrative purposes and subject to further development and refinement. The Parties agree
as soon as reasonably feasible to conduct further analysis on optimal development and uses of the
Umbrella Brand, which will provide additional direction on the roll-out plan for the Umbrella
Brand to be mutually agreed by the Parties.

(b) Unless the Member Parties later mutually agree otherwise, in
writing, the Umbrella Brand name shall be “Henry Ford Health System-Michigan State University
Health Sciences” (the “Default Name”).

(c) For avoidance of doubt, the Umbrella Brand name (which shall be
the Default Name unless the Member Parties agree to another name for the Umbrella Brand) shall
be used as the name of the HSC, and, once Broad Use of the Umbrella Brand within the MSU
Health Professional Colleges commences, the Umbrella Brand name shall be used for purposes of
Attribution Joint Credit. The Parties may agree to various permutations of the Umbrella Brand
name for other uses.

(d) MSU shall not co-brand with any hospital, hospital system, or other
major health care provider or payor system any of its MSU Health Professional Colleges or other
professional programs or affiliations without HFHS’ advance written consent, which shall not be
unreasonably withheld.

9.4 MSU Board Appointee on HFHS Board, HFH Board and HFHS Academic
Council. MSU shall have the right to appoint one member to the HFHG Board of Governors, one
member to the HFH Board of Trustees, and one member to the HFHS Academic Council. HFHS shall
ensure appropriate revisions to the governing documents of the foregoing entities, promptly after the
Effective Date, in order to implement such appointment rights.

9.5 Marketing. Each Party agrees to only use the other party’s trademarks and trade
names, including the names “Henry Ford Hospital”, “Henry Ford Health”, “Henry Ford Health
System”, “Henry Ford Medical Group”, “Michigan State University” and “MSU Health Care” for
internal or external marketing purposes only in connection with the joint activities and programs set
forth in this Agreement and/or the Related Agreements or as otherwise required or permitted pursuant
to Section 3.1(c) hereof and the RRTA, appended as Exhibit B to this Agreement.

9.6 Philanthropy Coordination. The Parties will continue to maintain their own
separate philanthropic fundraising initiatives and platforms, but, in addition to possible joint
fundraising for the Research Building as described in Section 3.5, they agree to collaborate on
philanthropic outreach and campaigns relating to their joint HSC research or educational activities or
programs. The Parties will enter into a Philanthropy Coordination Agreement, pursuant to the timeline
set forth in Exhibit I (Material Milestones), to assist in coordinating their efforts.

9.7 Diversity, Equity and Inclusion Committee. Newco will have an advisory standing
committee that will serve as a recommending body to help advance the goals of diversity, equity and
inclusion through all of the activities of the HSC (the "DEI Committee"). The DEI Committee will be chaired by an individual selected by MSU from among the MSU appointees to the Newco Board and will function under the authority of the Newco Board. The DEI Committee also shall be responsible for making recommendations to the Newco Board to ensure that HSC activities are conducted in a manner consistent with the Core DEI Principle and in furtherance of the DEI Commitments. The role of the DEI Committee shall be advisory only.

ARTICLE X
FINANCES AND FUNDS FLOW

10.1 Funds Flows. The following payments and funds flows shall be established between the Parties for the first ten (10) years of the term of this Agreement to support the operations of Newco and the broader HSC:

(a) **Newco Initial Contributions.** Each Member Party shall make an initial capital contribution to Newco of $1 Million, to support Newco’s initial operations. Such funds will be spent in accordance with Newco budgets, which shall be developed and approved as set forth in the Newco Bylaws. Each Member Party’s initial capital contribution will be credited to each Member Party’s Year 1 share of the $15 MM in annual new investments and start-up costs charged will subsequently be applied to each Member Party’s account on an equal basis.

(b) **Research and Education Funding.** The Member Parties shall make investments in HSC research and education initiatives as follows:

(i) **Historical Research Shortfall Funding.** The Member Parties acknowledge that they each subsidize their respective research portfolios by funding that portion of their respective research costs not reimbursed by government and other third-party research sponsors. Each of the Member Parties commits to continuing to fund the shortfalls of certain existing and renewed research grants and projects (the "Designated Existing Research Projects,” which shall be so designated by mutual agreement of the Member Parties) at each Member Party’s respective historical shortfall funding levels. The Member Parties agree to make best efforts to ensure holding their respective historical research enterprises financially sustainable. The Parties intend, and shall use their commercially reasonable efforts to ensure, that cost savings generated by synergies and productivity improvements resulting from the broader affiliation and improved coordination described in this Agreement shall offset any future inflationary increases to the shortfall amounts that the Member Parties (individually and collectively) are subsidizing with respect to the Designated Existing Research Projects. More generally, the Parties shall work cooperatively to maintain/achieve subsidy levels on federally sponsored research (i.e., the portion of the costs of such research projects not funded by federal sponsors) of no greater than 23-27%. The Member Parties agree to validate each Party’s historical research subsidy and shortfall funding within ninety (90) days of the Effective Date by means of the following processes:

- Compare each Member Party’s shortfall definition and calculation methodology employed in calendar year 2020 to ensure alignment of definitions and documentation of calculation methodologies to ensure replication.
• Select the Designated Existing Research Projects at HFHS and MSU that will be part of the HSC.

• Calculate the existing research subsidy for the Designated Existing Research Projects and identify a methodology to clearly track variances utilizing HFHS/MSU administrative and financial systems.

• Utilize these systems to perform a quarterly reconciliation of each Party’s actual subsidy to the calendar year 2020 shortfall and report on the use of cost synergies to mitigate inflation and optimize research administrative performance.

• If there is a significant expense change or reallocation due to the successor in interest grant transfer, a cost synergy program implementation or the renewal or non-renewal of a substantial grant, the Member Parties will conduct an indirect cost and shortfall analysis prior to implementation, and adjust the existing research subsidy calculation, accordingly.

• During each Designated Existing Research Project grant renewal, the HSC will review the application to determine whether it should continue to be accounted for under the methodology for Designated Existing Research Projects or moved to the new research program methodology.

• Within three (3) months after the final research subsidy accounting is performed for calendar year 2023, the Member Parties agree to assess the appropriateness of the separate, existing research subsidy calculation methodology based upon the evolution of the total HSC research portfolio at that time.

(ii) New Research and Education Investments. The Member Parties shall collectively invest $15 MM per year in new investments in HSC research and education programming in each of the first ten (10) years of the term of this Agreement (the “New Research and Education Investments”). Of the $15 MM/year in New Research and Education Investments: (x) HFHS shall fund $11.25 MM (i.e., 75%) and MSU shall fund $3.75 MM (i.e., 25%); and (y) research initiatives will receive $12 MM of the annual funding (i.e., 80%) and education initiatives will receive $3 MM of the annual funding (i.e., 20%). Notwithstanding the foregoing, the Member Parties acknowledge that because the Year 1 start-up costs will be shared on an equal basis (per Section 10.1(a)) and because MSU’s Year 1 total commitment (start-up costs plus New Research and Education Investments) is capped at $3.75 MM, HFHS’s Year 1 share of the New Research and Education Investments may be slightly more or slightly less than 75%, and MSU’s Year 1 share of the New Research and Education Investments may be slightly more or slightly less than 25%. Annually, each Member Party shall be obligated to fund its share of the annual New Research and Education Investments after the approval of the annual operating and capital budgets and at the commencement of each fiscal year in a dedicated HSC fund within
its own institution. Funds will be spent and/or transferred to Newco as and when needed in accordance with approved annual budgets. All such amounts, prior to being spent, shall be credited with investment income within each Member Party institution based on the Effective Federal Funds Rate plus 50 basis points, compounded quarterly, and any such credited investment income shall be added to the Member Party’s funding obligations under this Section 10(b)(ii) and utilized for the New Research and Education Investments as needed. Unused amounts in any year shall be available for use in subsequent years.

(iii) Research and Education Priorities. The Parties currently intend that the New Research and Education Investments over the initial ten (10) years of the term shall be used to fund, in whole or in part, the following priorities, subject to annual budgets and such modifications to which the Parties may agree from time to time (for avoidance of doubt, the following priorities reflect the Parties’ preliminary analyses and are not binding):

- Cancer Center development, securing a P-30 Grant and achieving NCI Cancer Center Designation;
- Enhancing research with a goal of achieving a $200 MM annual portfolio of federally sponsored research by 2025-27;
- The development of a 200,000 square foot Research Building on or near the HFHS campus, to be funded through a public-private partnership and/or philanthropy;
- Supporting 40-50 CHM, 40-50 COM, 6-8 MD-PH/DO-PHD, and 80-100 CON students in HFHS rotations and programs;
- Completing a feasibility study by 2025 for a CHM Regional Campus in Detroit offering a three (3) or four (4) year M.D. program (and, based on the results of that study, developing the CHM Regional Campus and the M.D. program, with the goal of admitting a first class by year seven (7) of the term); and
- Information technology, infrastructure, branding and marketing and consulting services as needed.

(iv) Additional HSC Research and Education Finance Goals. The Parties also shall work cooperatively to achieve the following financial goals in the first ten (10) years of the term in support of the HSC’s research and education initiatives:

- Joint philanthropy for the new Research Building, to support endowed professorships and for other HSC purposes; and
- Operational improvements (e.g., improved access to research and educational programming; improved engagement
and collaboration among MSU and HFHS faculty and other personnel; and improved quality in research and educational activities).

(c) **Mission Support.** In connection with the commitment of the Member Parties to be one another’s primary affiliate, HFHS pledges to make annual support payments to MSU of (i) $3.25 MM/year in Years 1 through 5 of the term of this Agreement; (ii) $3.58 MM/year in Years 6 through 10 of the term; (iii) $3.91 MM/year in years 11-15 of the term; (iv) $4.24 MM/year in years 16-20 of the term; (v) $4.57 MM/year in Years 21-25 of the Term; and (vi) $5.05 MM in years 26-30 of the term (provided, that the payments are subject to modification pursuant to the process set forth in Section 10.5). The initial annual payment (covering the full 2021 year without proration) shall be paid within thirty (30) days following the Effective Date; thereafter, each annual payment shall be paid on the first business day following January 1 of the applicable year. The annual payment shall be paid to the MSU Office of Health Sciences for use at the discretion of the MSU Executive Vice President for Health Sciences to support MSU and HSC’s medical education and medical research missions. Notwithstanding the forgoing, in the event that Broad Use of the Umbrella Brand has not commenced within fourteen months of the Effective Date (i.e., the “Outside Date” for commencement of such Broad Use, as set forth on Exhibit I (Material Milestones) plus an additional 60-day cure period), then in addition to the corrective measures set forth in Section 14.4(c) for failing to meet the milestone, the support payments described in this Section 10.1(c)(i) shall be suspended until such time as Broad Use of the Umbrella Brand commences.

(d) **Clinical Performance Improvement Incentive.** To the extent compliant with then prevailing law, in recognition of the fact that the Parties’ clinical enhancements and integration may improve HFHS’ financial performance, and as further support for the mission and goals of the HSC, HFHS will earmark for the HSC eighteen percent (18%) of all HFHS’ clinical delivery system operating margin (as determined by HFHS utilizing non-GAAP accounting consistent with HFHS’ historical practice) in any year that is above the annual HFHS clinical delivery system operating margin goals set by the HFHS Board (the “HSC Performance Incentive Payment”). By way of example, if HFHS’ clinical delivery system operating margin goal for 2023, as set by the HFHS Board, is two-and-one-half percent (2.5%), and HFHS’s actual clinical delivery system operating margin in 2023 was three percent (3.0%), HFHS would earmark eighteen percent (18%) of the additional half percent (0.5%) in operating margin for the HSC. Such amounts shall be in addition to the amounts set forth in subsections (a) through (c) of this Section 10.1, but subject to the following:

(i) The HSC Performance Incentive Payment will not be made until such time as HFHS’ clinical delivery system operating margin for the fiscal year then ending returns to 2.4% or greater.

(ii) Consistent with HFHS’ historical practice, the calculation of clinical delivery system operating margin shall exclude (from both revenues and expenses) one-time unusual events, including without limitation legal settlements, extraordinary reimbursement settlements and non-recurring payments under the CARES Act or future COVID-related legislation. The calculation of clinical delivery system operating margin also shall exclude HFHS investment income not included in operating income.
(iii) HFHS shall identify any HSC Performance Incentive Payments owed hereunder in its dedicated HSC fund within one hundred twenty (120) days following the end of the fiscal year to which each HSC Performance Incentive Payment relates, to be spent and/or transferred to Newco for approved HSC initiatives as and when needed in accordance with approved HSC annual budgets. All such amounts, prior to being spent, shall be credited with investment income within HFHS based on the Effective Federal Funds Rate plus 50 basis points, compounded quarterly, and any such credited investment income shall be added to HFHS’s funding obligations under this Section 10(d) and utilized for HSC initiatives as needed. Unused amounts in any year shall be available for use in subsequent years.

10.2 Limitations on Transfers of Funds. The Parties expressly agree that all transfers of money between the Parties shall, directly or indirectly, be used to support the missions of teaching, research and patient care, including indigent care and community service, consistent with the terms of this Agreement and the Related Agreements. No Party is authorized to use funds provided by any other Party through this Agreement for any other purpose.

10.3 Monthly Reconciliations. It is anticipated that pursuant to the various financial arrangements that relate to the HSC, including without limitation those described in Section 10.1, each Party (HFHS, MSU and Newco) are likely at any time to have (a) amounts that are owed to it by one or both of the other Parties (“due to” amounts); and (b) amounts that are owed by it to one or both of the other Parties (“due from” amounts). Within fifteen (15) days following the end of each month, each Party shall prepare and share with the other Parties its “due to” and “due from” statements for the month then completed that relate to the other Parties and the HSC and the Parties shall work cooperatively to reconcile any inconsistencies. On a quarterly basis, the Parties shall true-up their “due to” and “due from” statements. Any disputes regarding monies owed by any Party to another Party in connection with the HSC, including any disputes regarding the monthly reconciliation or quarterly true-ups, shall be resolved in accordance with the dispute resolution process set forth in Article XV.

10.4 Financial Statements. Audited financial statements for Newco shall be prepared as described in the Newco Bylaws. In addition, the Newco Chief Financial Officer shall prepare and share with the Administration and Finance Committee (as defined in Section 10.6, below) and with the Newco Board “virtual” financial statements, monthly and annually, for the broader activities of the HSC, showing both the revenues and expenses of the Parties collectively with respect to HSC activities. The purpose of such virtual financial statements will be to measure the financial performance of the HSC and provide a document for discussion regarding such matters as needed performance improvement and possible areas of expansion. In order to facilitate such financial reporting, each Member Party shall make its HSC-related financial data (including grant-level data) available to Newco within fifteen (15) business days following the end of each month and within ninety (90) days following the end of each Newco fiscal year. Each Member Party shall ensure that appropriate financial personnel are made available to the other Member Party and to Newco to facilitate the reporting contemplated by this Section 10.4. In addition, to ensure transparency, each Member Party shall share with the other Member Party and Newco its public financial statements.

10.5 Financial and Strategic Planning. Commencing at the start of the seventh (7th) year of each ten (10) year period during the term of this Agreement, the Newco Board, with the assistance of the Administration and Finance Committee (and the other Newco committees as applicable), will commence a strategic and financial planning process for the upcoming ten (10) years of the term (e.g.,
the strategic and financial planning process for Years 11-20 shall commence at the beginning of Year 7). That process shall culminate in a strategic and financial plan for the upcoming ten (10) years that will be presented to the Member Parties through the Steering Committee for review, modification (as the Steering Committee deems appropriate) and approval. By way of example, the plan may identify new or shifting priorities for the HSC, as well as new opportunities. The plan also shall specify the Parties' respective financial commitments to one another for the then-upcoming ten (10) year period. Upon agreement of the Steering Committee, the plan may also modify the financial commitments of the Parties for the remaining years of the then-current ten (10) year period (e.g., if the strategic and financial plan for Years 11-20 is adopted at the end of Year 7, that plan may, but need not, also modify the strategic priorities of the Parties for Years 8-10, as well as the financial commitments of the Parties set forth in Section 10.1 for Years 8-10).

10.6 Administration and Finance Committee. Newco shall have an advisory financial administration and finance committee (the "Administration and Finance Committee"), which will be chaired by an individual selected by HFHS from among the HFHS appointees to the Newco Board, will function under the authority of the Newco Board, and will make non-binding recommendations to the Newco Board in the following areas relating to the finances and operations of the HSC:

(a) Information technology and research systems/infrastructure and synchronization;

(b) Funds flow accounting and reconciliation, and the virtual financial statements for the HSC;

(c) The development of annual operating and capital budgets (for approval by the Newco Board and the Member Parties);

(d) The development of the ten (10) year strategic and financial plan;

(e) Multi-year hiring and financial plans that support the multi-year strategic plan;

(f) The impact of philanthropy;

(g) Technology transfer and commercialization activities; and

(h) Legal and regulatory compliance.

The Administration and Finance Committee will work cooperatively with all other Newco Committees to provide and incorporate feedback to the Newco Board (and through the Newco Board to the Member Parties) regarding the effectiveness of various HSC strategies.

10.7 Indirect and Direct Research Costs. For avoidance of doubt, the determination of which Member Party is the grantee with respect to a particular sponsored research project will not mean that the grantee Member Party shall be entitled to all or any particular portion of the indirect cost reimbursement arising from such sponsored research project. Indirect and direct cost reimbursements in each case shall be remitted (either directly from the sponsoring entity or through transfers from one Member Party to the other) to the Member Party that incurred the associated cost related to the research
project at issue. In addition, the Member Parties will work cooperatively to make financial transfers to one another, to the extent lawful, to share equitably in any positive or negative indirect cost recovery effects that result from the transfer of various activities between them as part of the HSC (including without limitation in connection with the transfer of Designated Existing Research Projects).

**ARTICLE XI**

**CERTAIN COVENANTS OF THE PARTIES**

11.1 **Good Faith Efforts.** The Parties will use reasonable efforts and act in good faith to obtain all necessary regulatory approvals (if any) and all necessary corporate and other approvals, and to take such other actions as may be necessary or appropriate to effectuate this Agreement and the Related Agreements.

11.2 **Regulatory Filings and Investigations.** The Parties will cooperate in connection with all filings with Governmental Authorities that are required by Applicable Law, if any, to be made, or that have been made and are still pending, with respect to this Agreement, the Related Agreements, the operation of the HSC and/or in connection with any inquiry, review or investigation of such agreements or the operation of the HSC undertaken by any Governmental Authority.

11.3 **Transaction Costs.**

(a) MSU and HFHS shall each bear all of the fees, costs and expenses of their own respective attorneys and agents, consultants, investment bankers, economists, accountants and other advisors (collectively, the “Consultants”) as retained solely by MSU or HFHS, respectively, in connection with (i) the negotiation of this Agreement and the Related Agreements; (ii) Governmental Authority filings (if any) and the conduct of any reviews or investigations of the proposed HSC conducted or initiated by any Governmental Authority; (iii) the defense of any litigation or administrative proceedings challenging this Agreement or the Related Agreements initiated by any Governmental Authority or by any private plaintiff (collectively, “Relationship Litigation”); and (iv) any due diligence conducted by such Member Party in connection with this Agreement, the Related Agreements or the formation of the HSC.

(b) In the event that MSU and HFHS agree to retain jointly any Consultants for the Parties’ mutual and common benefit in connection with any matter relating to this Agreement or the Related Agreements (including without limitation in connection with any Governmental Authority review and/or any Relationship Litigation), MSU and HFHS agree that they will share equally the fees and expenses of such jointly retained Consultants unless the Parties agree in writing to share said fees and expenses on any other basis.

(c) Notwithstanding the foregoing provisions of this Section 11.3, costs relating to the ongoing operation of Newco shall be included within Newco budgets and, as such, funded by the Member Parties to the extent that Newco revenues (if any) are not sufficient to fully cover such costs.

11.4 **Compliance with Applicable Law.** In conducting its activities and fulfilling its obligations hereunder and under the Related Agreements, each of the Parties and each of their respective Affiliates shall comply in all material respects with all Applicable Laws, including without limitation the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191
("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and the regulations promulgated thereto. To the extent deemed necessary in the reasonable opinion of counsel to either Member Party, the Parties (or a subset of them, as appropriate) shall enter into one or more standard HIPAA Business Associate Agreements or similar HIPAA-compliance related agreements.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES OF MSU

MSU makes the following representations and warranties (and, with respect to Section 12.2(c), covenants) to HFHS and Newco as of the Effective Date:

12.1 Corporate Capacity and Qualification. MSU is a Michigan constitutional body corporate. MSU is validly existing and in good standing under the Applicable Laws of the State of Michigan. MSU has the requisite power and authority to enter into this Agreement and the Related Agreements, to perform its obligations hereunder and thereunder and to conduct its businesses as now being conducted and as contemplated by this Agreement and the Related Agreements. MSU has authorized its appointees to the Steering Committee to act on behalf of MSU with respect to all matters on which MSU is entitled to act in its capacity as a Member Party under this Agreement. The Internal Revenue Service has determined that MSU is exempt from U.S. federal income taxation under Section 501(c)(3) of the Code and such determination is currently in effect.

12.2 Corporate Powers and Consents: No Conflict. The execution, delivery and performance by MSU of this Agreement, the Related Agreements, and the other documents ancillary hereto and thereto to which MSU is a party:

(a) are within its corporate powers and have been or will be approved by all requisite action of MSU;

(b) do not require any material Permits and Approvals of, or filing with, any Governmental Authority or Person to be made by MSU (except for such Permits, Approvals and/or filings as either have been made or obtained, as applicable, by MSU as of the Effective Date or customarily are made or obtained, as applicable, only after the effective date of such agreements); and

(c) do not and will not during the terms of this Agreement and the Related Agreements: (i) conflict with or violate any provision of MSU’s (or any of its Affiliates’) articles of incorporation, bylaws, or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties or assets of MSU or any MSU Affiliate, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument or other understanding to which MSU or any MSU Affiliate is a party or by which any property or asset of MSU or any MSU Affiliate is bound or affected, or (iii) assuming all required Approvals and Permits, if any, are timely obtained, conflict with or result in a violation of any Applicable Law, rule, order, judgment, injunction, decree or other restriction of any court or governmental
authority to which MSU or any of its Affiliates is subject, or by which any property or asset of MSU or any of its Affiliates is bound or affected.

12.3 Binding Effect. Assuming all required Approvals and Permits, if any, are timely obtained, this Agreement and the Related Agreements to which MSU is or will become a Party are and will constitute the valid and legally binding obligations of MSU and are and will be enforceable against MSU in accordance with the respective terms hereof and thereof, except as enforceability against MSU may be restricted, limited or delayed by applicable bankruptcy or other Applicable Laws affecting creditors’ rights generally and except as enforceability may be subject to general principles of equity as determined by a court of competent jurisdiction.

12.4 Litigation. There is no claim, action, suit, proceeding or investigation pending or, to MSU’s Knowledge, threatened against or affecting MSU that has or would reasonably be expected to have a Material Adverse Effect on MSU’s ability to timely fulfill its obligations under this Agreement or any of the Related Agreements.

12.5 Financial Capacity. On the Effective Date, MSU has sufficient funds to commence its obligations as contemplated by this Agreement and the Related Agreements.

12.6 Governing Program Participation/Accreditation.

(a) MSU and all of its physicians, including without limitation those employed through CHM, COM, other MSU Health Professional Colleges and/or MSU Health Care, are duly certified to participate in, and have current and effective provider agreements for participation in, the Medicare, Medicaid and TRICARE programs. MSU and MSU Health Care are in material compliance with all of the material terms, conditions and provisions of such contracts, as well as all Applicable Laws related thereto, except where any failure to be in compliance would not have a Material Adverse Effect.

(b) Neither MSU nor MSU Health Care has within the past five (5) years received notice of any violation of federal or state fraud and abuse or self-referral Applicable Laws, or any investigation or claim of such violation on the part of MSU or MSU Health Care. Neither MSU nor MSU Health Care is in violation in any material respect of the federal false claims and false statements statutes (31 U.S.C. § 3729, 18 U.S.C. § 287, 18 U.S.C. § 1001), the federal health care fraud statute (18 U.S.C. § 1387), or related state or local statutes and regulations.

(c) Neither MSU nor, to the Knowledge of MSU, any member of the governing body, officer, employee or agent of MSU (including without limitation its CHM, COM, CON and other MSU Health Professional Colleges), nor MSU Health Care or any member of the governing body, officer, employee or agent of MSU Health Care, nor any member of MSU Health Care: (i) is or has been suspended, excluded, or otherwise terminated from participation in Medicare, Medicaid, TRICARE or any other federal or state governmental health benefit program; or (ii) has been convicted in a court of competent jurisdiction for any offense or has been adjudicated to have liability for a civil monetary penalty which, in either case, would allow or require the exclusion of MSU and/or MSU Health Care from participating in federal healthcare programs or the Medicaid program; or (iii) is listed on the United States Department of Health and
Human Services Office of Inspector General’s Exclusion Database or the General Services Administration’s Excluded Parties List System.

12.7 Regulatory Compliance. To MSU’s Knowledge: (i) MSU (including without limitation its MSU Health Professional Colleges) and MSU Health Care are in compliance in all material respects with all Applicable Laws and the rules, regulations and requirements of Governmental Authorities and accrediting bodies having jurisdiction over their respective businesses, facilities, and assets; and (ii) MSU (including without limitation its MSU Health Professional Colleges) and MSU Health Care have timely filed all material forms, applications, reports, statements, data and other information required to be filed with Governmental Authorities and accrediting bodies relating to their respective businesses, facilities, and assets, except where such failure would not reasonably be expected to cause a Material Adverse Effect. For purposes of Section 12.6 and this Section 12.7, “MSU Health Care” includes MSU Health Care, Inc. and any predecessor entities.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES OF HFHS

HFHS makes the following representations and warranties (and, with respect to Section 13.2(c), covenants) to MSU and Newco as of the Effective Date:

13.1 Corporate Capacity and Qualification. HFHS is a nonprofit corporation organized and existing under the Applicable Laws of the State of Michigan. HFHS is duly organized, validly existing and in good standing under the Applicable Laws of the State of Michigan. HFHS has the requisite power and authority to enter into this Agreement and the Related Agreements, to perform its obligations hereunder and thereunder and to conduct its businesses as now being conducted and as contemplated by this Agreement and by the Related Agreements. HFHS has authorized its appointees to the Steering Committee to act on behalf of HFHS with respect to all matters on which HFHS is entitled to act in its capacity as a Member Party under this Agreement. The Internal Revenue Service has determined that HFHS is exempt from U.S. federal income taxation under Section 501(c)(3) of the Code and such determination is currently in effect.

13.2 Corporate Powers and Consents; No Conflict. The execution, delivery and performance by HFHS of this Agreement, the Related Agreements and the other documents ancillary hereto and thereto to which HFHS is a party:

(a) are within its corporate powers and have been or will be approved by all requisite action of HFHS;

(b) do not require any material Permits and Approvals of, or filing with, any Governmental Authority or Person to be made by HFHS (except for such Permits, Approvals and/or filings as either have been made or obtained, as applicable, by HFHS as of the Effective Date or customarily are made or obtained, as applicable, only after the effective date of such agreements); and

(c) do not and will not: (i) conflict with or violate any provision of HFHS’ (or any of its Affiliates’) articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the properties
or assets of HFHS or any HFHS Affiliate, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument or other understanding to which HFHS or any HFHS Affiliate is a party or by which any property or asset of HFHS or any HFHS Affiliate is bound or affected, or (iii) assuming all required Approvals and Permits, if any, are timely obtained, conflict with or result in a violation of any Applicable Law, rule, order, judgment, injunction, decree or other restriction of any court or governmental authority to which HFHS or any of its Affiliates is subject, or by which any property or asset of HFHS or any of its Affiliates is bound or affected.

13.3 Binding Effect. Assuming all required Approvals and Permits, if any, are timely obtained, this Agreement and the Related Agreements to which HFHS is or will become a Party are and will constitute the valid and legally binding obligations of HFHS and are and will be enforceable against HFHS in accordance with the respective terms hereof and thereof, except as enforceability against HFHS may be restricted, limited or delayed by applicable bankruptcy or other Applicable Laws affecting creditors’ rights generally and except as enforceability may be subject to general principles of equity as determined by a court of competent jurisdiction.

13.4 Litigation. There is no claim, action, suit, proceeding or investigation pending or, to HFHS’s Knowledge, threatened against or affecting HFHS that has or would reasonably be expected to have a Material Adverse Effect on HFHS’s ability to timely fulfill its obligations under this Agreement or any of the Related Agreements.

13.5 Financial Capacity. On the Effective Date, HFHS has sufficient funds to commence its obligations as contemplated by this Agreement and the Related Agreements.

13.6 Governing Program Participation/Accreditation.

(a) HFHS, HFMG and all of HFMG’s employed physicians are duly certified to participate in, and have current and effective provider agreements for participation in, the Medicare, Medicaid and TRICARE programs. HFHS and HFMG are in material compliance with all of the material terms, conditions and provisions of such contracts, as well as state and federal Applicable Laws related thereto except where any failure to be in compliance would not have a Material Adverse Effect.

(b) None of HFHS, HFH or HFMG has within the past five (5) years received notice of any violation of federal or state fraud and abuse or self-referral Applicable Laws, or any investigation or claim of such violation on the part of HFHS, HFH or HFMG. None of HFHS, HFH or HFMG is in violation in any material respect of the federal false claims and false statements statutes (31 U.S.C. § 3729, 18 U.S.C. § 287, 18 U.S.C. § 1001), the federal health care fraud statute (18 U.S.C. § 1387), or related state or local statutes and regulations.

(c) Neither HFHS nor, to the Knowledge of HFHS, any member of the governing body, officer, employee or agent of HFHS or HFH, nor HFMG or any member of the governing body, officer, employee or agent of HFMG: (i) is or has been suspended, excluded, or otherwise terminated from participation in Medicare, Medicaid, TRICARE or any other federal or state governmental health benefit program; or (ii) has been convicted in a court of competent jurisdiction for any offense or has been adjudicated to have liability for a civil monetary penalty.
which, in either case, would allow or require the exclusion of HFHS, HFH or HFMG from participating in federal healthcare programs or the Medicaid program; or (iii) is listed on the United States Department of Health and Human Services Office of Inspector General’s Exclusion Database or the General Services Administration’s Excluded Parties List System.

13.7 Regulatory Compliance. To HFHS’s Knowledge: (i) HFHS, HFH and HFMG are in compliance in all material respects with all Applicable Laws and the rules, regulations and requirements of Governmental Authorities and accrediting bodies having jurisdiction over their respective businesses, facilities, and assets; and (ii) HFHS, HFH and HFMG have timely filed all material forms, applications, reports, statements, data and other information required to be filed with Governmental Authorities and accrediting bodies relating to their respective businesses, facilities, and assets, except where such failure would not reasonably be expected to cause a Material Adverse Effect.

ARTICLE XIV
TERM AND TERMINATION OF AGREEMENT

14.1 Initial Term. Unless sooner terminated in accordance with the terms set forth in Sections 14.2, 14.3 or 14.4, the initial term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years. Thereafter, the Parties may wish to extend the term and, if so, will execute an appropriate amendment hereto. Subject to the specific provisions set forth in this Article XIV below, the Parties acknowledge that termination prior to the expiration of the initial term is intended to be a “last resort event” following corrective actions, cure periods and (if applicable) dispute resolution processes, and therefore that such early termination is not anticipated to occur.

14.2 Termination By Mutual Consent. MSU and HFHS may terminate this Agreement at any time upon mutual written consent.

14.3 Termination Without Cause. No Party may be permitted to terminate this Agreement without cause for the first thirty (30) years after the Effective Date. On the thirtieth (30th) anniversary of the Effective Date, and on each subsequent ten (10) year anniversary of the Effective Date (e.g., on each of the fortieth (40th), fiftieth (50th) and sixtieth (60th) anniversaries of the Effective Date), either Member Party may elect to terminate this Agreement without cause by providing written notice to the other Member Party and to Neweco of its election to so terminate, which notice must be provided no later than sixty (60) days following the applicable anniversary of the Effective Date. In the event either Member Party elects to terminate this Agreement without cause pursuant to this Section 14.3, the termination will be effective one (1) year after the notice of termination is furnished to the other Member Party and to Neweco, subject to the provisions of Section 14.9.

14.4 Termination for Cause. Either Member Party may terminate this Agreement for cause (subject to the provisions of Section 14.9) upon:

(a) Failure to Meet Financial Obligations. The failure of the other Member Party (or any of its Affiliates) to meet any of its financial obligations as set forth in this Agreement or any Related Agreement (or pursuant to any funding approval process set forth in, or referenced in, this Agreement or any Related Agreement); provided, that such termination right shall not be triggered until the aggregate amount of delinquent payments from the other Member Party exceeds Fifteen Million Dollars ($15,000,000); and provided further that such termination
shall not be effective until ninety (90) days after such threshold has been exceeded and shall not take effect if the delinquent payment(s) are paid by the other Member Party in full within such ninety (90) day period, with interest from the date each of such payment(s) were due at the then-current United States Prime Rate of Interest (equal to the Federal Funds Target Rate as set from time to time by the Federal Open Market Committee of the Federal Reserve, plus three percent (3%)), compounded monthly.

(b) Material Breach. The material breach by the other Member Party (or any of its Affiliates) of any representation, warranty or covenant contained in this Agreement or in any Related Agreement, other than with respect to a financial obligation (a “Material Breach”); provided, however, that the Member Party seeking to terminate this Agreement may do so only after giving written notice to the other Member Party that it is invoking its right to terminate pursuant to this Section 14.4(b) and either: (i) the breaching Member Party has been unable to remediate the Material Breach to the reasonable satisfaction of the non-breaching Member Party within ninety (90) days after the breaching Member Party’s receipt of such notice, or (ii) in the event that it would not be reasonably possible for the breaching Member Party to remediate such Material Breach within ninety (90) day period, the breaching Member Party has not, to the reasonable satisfaction of the non-breaching Member Party, commenced remediation within such ninety (90) day period and thereafter diligently continued to pursue such remediation to completion (which completion must occur within no longer than an additional one hundred twenty (120) days).

(i) For purposes of this Section 14.4(b), a breach shall be a “Material Breach” only if it either (x) causes economic damages to the one or both of the non-breaching Parties in excess of Twenty Five Million Dollars ($25,000,000); or (y) causes substantial harm, which is not likely to be easily and quickly remedied in the absence of termination, to the reputation of whichever of MSU or HFHS is the non-breaching Member Party; and/or (z) materially and adversely affects the ability of Newco, or MSU or HFHS (whichever is the non-breaching Member Party), to conduct its operations or maintain any of its Permits or Approvals.

(ii) In the event of a breach that is not a Material Breach, the non-breaching Parties may pursue any remedies available at law or in equity (subject to the dispute resolution process set forth in ARTICLE XV), other than termination of this Agreement and the Related Agreements. Similarly, and for avoidance of doubt: (x) termination of this Agreement pursuant to Sections 14.4(a) or (b) shall not preclude the non-breaching Parties from also pursuing any other remedies available to them at law or in equity (subject to the dispute resolution process set forth in ARTICLE XV); and (y) a Party’s decision not to terminate this Agreement and the Related Agreements upon the occurrence of a Material Breach by another Party shall not preclude that non-breaching Party from pursuing any other remedies available to it at law or in equity (subject to the dispute resolution process set forth in ARTICLE XV).

(c) Failure to Achieve Milestones. Exhibits H and I set forth those milestones that the Parties have agreed are both fundamental and critical to their affiliation and to the success of the HSC (the “Milestones”). Exhibits H and I also list, for each such Milestone, the target date for achieving the Milestone (the “Target Date”) and an outside date for achieving the Milestone (the “Outside Date”). The Parties agree to work cooperatively and to use their respective reasonable best efforts to achieve each Milestone by its Target Date.
(i) Subject to Section 16.3, in the event that any Milestone listed on Exhibit H (the “Fundamental Milestones”) has not been achieved by its Outside Date, the Parties shall have an additional ninety (90) day “cure period” to achieve such Fundamental Milestone. If the Fundamental Milestone has still not been achieved following the ninety (90) day cure period, the Newco Board shall develop within one hundred twenty (120) days following the conclusion of the cure period a corrective action plan to achieve such Fundamental Milestone for review and approval by the Steering Committee. If the Newco Board fails to propose a corrective action plan within one hundred twenty (120) days following the conclusion of the cure period, the Steering Committee shall then promptly produce a corrective action plan to achieve the applicable Fundamental Milestone. The Parties anticipate that the timelines to achieve a Milestone in the corrective action plans for Fundamental Milestones will be short periods given the significance of the Fundamental Milestones and the urgency with which they will need to be resolved at such stage. For clarity, failure to achieve a Fundamental Milestone, by itself, shall not entitle a Party to terminate this Agreement. However, if the matter is not remedied within the timeframes set forth in the corrective action plan, either Member Party, acting through its appointees to the Steering Committee, may elect to terminate this Agreement by providing written notice to the other Member Party’s appointees on the Steering Committee and to Newco of its election to so terminate. In the event that either Member Party elects to terminate this Agreement pursuant to the immediately preceding sentence of this Section 14.4(c)(i), the termination will be effective one (1) year after the notice of termination is furnished to the other Member Party’s appointees on the Steering Committee and to Newco, subject to the provisions of Section 14.9.

(ii) Subject to Section 16.3, in the event that any Milestone listed on Exhibit I (the “Material Milestones”) has not been achieved by its Outside Date, the Parties shall have an additional sixty (60) day “cure period” to achieve such Material Milestone. If the Material Milestone has still not been achieved following the 60-day cure period, the Newco Board shall develop a corrective action plan to achieve such Material Milestone within ninety (90) days following the conclusion of the cure period for review and approval by the Steering Committee. If the Newco Board fails to propose a corrective action plan within ninety (90) days following the conclusion of the cure period, the Steering Committee shall then promptly produce a corrective action plan to achieve the applicable Material Milestone. For clarity, failure to achieve a Material Milestone, by itself, shall not entitle a Party to terminate this Agreement. However, if the matter is not remedied within the timeframes set forth in the corrective action plan, either Member Party, acting through its appointees to the Steering Committee, may elect to terminate this Agreement by providing written notice to the other Member Party’s appointees on the Steering Committee and to Newco of its election to so terminate. In the event that either Member Party elects to terminate this Agreement pursuant to the immediately preceding sentence of this Section 14.4(c)(ii), the termination will be effective one (1) year after the notice of termination is furnished to the other Member Party’s appointees on the Steering Committee and to Newco, subject to the provisions of Section 14.9.

(iii) For avoidance of doubt, if the failure to meet any Milestone listed on Exhibit H or I is due to a Material Breach by a Member Party of its obligations hereunder, then (x) the breaching Member Party may not terminate this Agreement for failing to achieve such Milestone (only the non-breaching Member Party may do so); and (y) in addition to the corrective action and possible termination rights set forth in this Section 14.4(c), the non-breaching Member Party may pursue any rights and remedies it may have at law or in equity, subject to the
applicability of ARTICLE XV. Similarly, if either Member Party materially breaches its obligations under any approved corrective action plan, the other Member Party may pursue any rights and remedies it may have at law or in equity, subject to the applicability of ARTICLE XV.

(d) **Exclusion from Federal Programs.** The exclusion of the other Member Party from participation in any federally or state funded health care program, including, without limitation, Medicare or Medicaid, or any federal or state procurement program.

(e) **Termination Due to Court or Governmental Authority Decision.** Pursuant to Section 16.8, the occurrence of a court or agency decision or legal interpretation that deprives the Member Party of the benefits of this Agreement or the Related Agreements.

(f) **Termination Due to Bankruptcy or Dissolution.** The bankruptcy or dissolution of the other Member Party.

14.5 **Automatic Termination.** This Agreement shall terminate automatically upon the wind down and dissolution of Newco for any reason.

14.6 **Option to Terminate Upon Certain Changes of Control.**

(a) If either Member Party converts to become, or comes under the control of, an entity that is not exempt from federal taxation either as a governmental entity or under Sections 509 and 501(c)(3) or other applicable provisions of the Internal Revenue Code (a "Change of Control Termination Event"), the other Member Party shall have the right to terminate this Agreement, upon sixty (60) days’ prior written notice to the Member Party undergoing the Change of Control Termination Event, which notice must be given within ninety (90) days following the occurrence of such Change of Control Termination Event.

(b) In the event of a change of control of either Member Party (other than as described in Section 14.6(a)) (a “Change of Control Non-Termination Event”), which in the case of MSU would require a change to the State of Michigan Constitution, the other Member Party shall not have the right to terminate this Agreement. However, the Member Party undergoing such Change of Control Non-Termination Event shall be obligated to ensure that the successor or new parent entity of that Member Party (i) is or includes one or more governmental or non-profit organizations that are experienced and reputable in the field of operating high-quality hospitals (in the case of HFHS) or high-quality health professional colleges/schools (in the case of MSU); (ii) is legally obligated to and does assume and agree to fulfill the obligations of such Member Party as set forth herein and in the Related Agreements; and (iii) agrees fully to respect the other Member Party’s rights as set forth herein and in the Related Agreements. The failure of the Member Party undergoing such Change of Control Non-Termination Event to ensure that the successor or new parent entity of that Member Party meets the conditions set forth in clauses (i) thorough (iii), above, shall constitute grounds for the other Member Party to terminate this Agreement upon the occurrence of the change of control. Furthermore, a Member Party undergoing a change of control will provide notice to the other Member Party of such transaction at least six (6) months in advance of the closing of such change of control transaction or, if six (6) months’ advance notice is not reasonably feasible, as much advance notice as is reasonably feasible.
(c) For purposes of this Section 14.6, a Member Party coming “under the control of” or undergoing a “change of control” means that a third party has the ability to direct or cause the direction of the management, policies and/or operations of that Member Party, whether through majority ownership, board appointment rights or otherwise.

14.7 Division of Assets Upon Termination. In the event of any expiration or termination of this Agreement, unless the Parties otherwise mutually agree pursuant to Section 14.9, the operations of Newco shall be wound down, the Related Agreements shall terminate, and the Parties shall adopt a plan of dissolution of Newco and the distribution of Newco (and other HSC) assets and liabilities consistent with the terms of this Section 14.7 and ARTICLE IX of the Newco Bylaws.

(a) Assets owned by Newco shall be first distributed or retained as reserves in accordance with Sections 9.3(a)-(c) of the Newco Bylaws. Following such distributions and/or reserve set-asides, any remaining assets of Newco shall be distributed as follows:

(i) Any remaining assets, operations and services of Newco that were owned and operated by MSU or its Affiliates as of the Effective Date, including such facilities and fixtures, and any equipment, supplies or other personal property contained therein or located thereon, and the right to conduct such operations or services (collectively, the “Legacy MSU Assets”), will be transferred in their entirety to MSU or its designee.

(ii) Any remaining assets, operations and services of Newco that were owned and operated by HFHS or its Affiliates as of the Effective Date, including such facilities and fixtures, and any equipment, supplies or other personal property contained therein or located thereon, and the right to conduct such operations or services (collectively, the “Legacy HFHS Assets”), will be transferred in their entirety to HFHS or its designee.

(iii) Any remaining assets operations and services of Newco that were developed following the Effective Date through joint actions of the Parties will be equitably divided between the Parties in accordance with the following principles: (x) assets solely funded by one Member Party shall be transferred in their entirety to that Member Party or its designee; and (y) assets funded by both Member Parties or through revenues of Newco shall be distributed as follows: (I) clinical assets shall be distributed to HFHS; (II) educational assets shall be distributed to MSU; (III) mixed use and research assets shall be distributed to the Member Party to which such assets are most closely functionally related.

(b) In the event that the distribution of Newco assets in accordance with Section 14.7(a)(iii)(y) results in inequities (for example, if such distribution results in one Member Party receiving Newco assets that are disproportional to its relative economic contribution to Newco), the Member Party that receives a disproportionate share of Newco assets shall make a fair market value payment to the other Member Party to eliminate the inequity. The Parties shall negotiate in good faith the amount and timing of such payment.

(c) Similarly, if during the course of the operation of the HSC, the Parties develop or acquire assets that are titled in the name of (i.e., owned by) one of the Member Parties instead of Newco but were funded either (i) jointly by the Member Parties; or (ii) in whole
or in part by Newco or from revenues of Newco, then upon termination of this Agreement and the wind down of Newco, the Member Party that owns the asset shall make a fair market value payment to the other Member Party to compensate the other Member Party for its contribution to such asset. The Parties shall negotiate in good faith the amount and timing of such payment.

(d) All distributions of assets pursuant to Sections 14.7(a)-(c) shall be subject to applicable third party rights, including third party contract rights, the rights of research sponsors and the intent of donors (as reflected in the applicable donative instruments). In the event such third party rights result in one Member Party receiving Newco or other HSC assets that are disproportionate to its relative economic contribution to Newco or HSC, the Member Party that receives a disproportionate share of Newco or HSC assets shall make a fair market value payment to the other Member Party to eliminate the inequity. The Parties shall negotiate in good faith the amount and timing of such payment.

(e) Any distribution of assets to the Member Parties as provided herein shall be conditioned upon the receiving Member Party having assumed all debt and liabilities fairly allocated to the assets it receives. Any distribution of Newco assets to the Member Parties as provided herein shall be conditioned upon the receiving Member Party being a 501(c)(3)-Qualified Entity (as defined in the Newco Bylaws) at the time of such distribution. In the event that a Member Party is not a 501(c)(3)-Qualified Entity at the time Newco is wound down and this Agreement is terminated, the Newco assets that such Member Party otherwise would have received pursuant to Sections 14.7(a)-(c) shall be distributed to the other Member Party (if the other Member Party is reasonably able to utilize such assets) or to another 501(c)(3)-Qualified Entity by the Newco Board.

(f) Any assignment of rights or transfer of assets contemplated by this Section 14.7 and ARTICLE IX of the Newco Bylaws shall be made pursuant to such documents or instruments of transfer as shall be mutually agreed among the Parties. No Party shall unreasonably withhold, delay or condition their consent or agreement to any such document or instrument reasonably requested to effectuate the provisions of this Section 14.7 and ARTICLE IX of the Newco Bylaws.

(g) The provisions of this Section 14.7 shall not apply to post-termination ownership, licensure and other rights and obligations relating to Intellectual Property developed jointly by the Member Parties through their HSC activities (including without limitation through the Research Programs). Such post-termination rights and obligations of the Member Parties relating to jointly developed Intellectual Property are set forth in the Intellectual Property Agreement to be entered into among the Parties pursuant to the timeline set forth in Exhibit I (Material Milestones).

14.8 Transfer of Research. In the event of any expiration or termination of this Agreement, the Parties will use their best efforts to transfer from MSU to HFHS (through successor in interest or other similar mechanism) any research for which an HFHS/HFMG physician or employee is the principal investigator, and the Parties will use their best efforts to obtain as quickly as is reasonably feasible NIH and other sponsor approvals of such transfer.
14.9 Wind-Down. Upon the termination of this Agreement and the Related Agreements, the Parties shall use their respective reasonable best efforts to wind-down their joint activities as quickly as feasible (and within no longer than one (1) year), including the termination of applicable leases (if any), the resolution of faculty appointment issues and other matters, and obtaining any necessary Approvals relating to the wind-down. The Parties may agree in writing that some joint activities of the Member Parties may (and likely will) remain in place post-termination, including, but not limited to, educational agreements between the Member Parties. Except as set forth in such surviving written agreements, or as otherwise expressly set forth in this Agreement or the Related Agreements, upon termination of this Agreement and the Related Agreements and the subsequent wind-down of the Parties’ joint activities, the Parties shall have no further obligations to one another.

ARTICLE XV
DISPUTE RESOLUTION

15.1 Dispute Resolution Process. Except for the Member Parties’ right to seek injunctive relief or other equitable relief (which action may be brought in any court pursuant to the provisions of Section 15.5 without first pursuing the dispute resolution procedure set forth below), the Parties agree to the dispute resolution process set forth in Sections 15.2 through 15.4 (the “Dispute Resolution Process”) with respect to any disputes or allegations arising out of this Agreement or the Related Agreements (a “Dispute”) unless otherwise provided or limited elsewhere in this Agreement or the Related Agreements. For avoidance of doubt, Disputes subject to the Dispute Resolution Process may include but are not limited to disagreements regarding (a) the interpretation of this Agreement or any Related Agreement; (b) whether a breach of this Agreement or the Related Agreements has occurred (including without limitation any financial obligation); (c) whether a breach has been timely cured; (d) whether a breach is a Material Breach, entitling the non-breaching Member Party to terminate this Agreement and/or the Related Agreements; (e) whether a non-breaching Member Party is entitled to economic damages, and if so the amount of such damages; (f) whether a Milestone has been achieved; (g) whether a Milestone has been achieved by its Outside Date or during a cure period; (h) whether the failure to achieve a Milestone by its Outside Date or during a cure period is primarily due to a breach of this Agreement or any Related Agreement by a Member Party; (i) whether the terms of a corrective action plan (arising from any failure to achieve any Milestone by its outside date) have been fulfilled; (j) whether the failure to achieve the terms of any corrective action plan by the date(s) set forth therein is primarily due to a breach of this Agreement or any Related Agreement by a Member Party; (k) the distribution of Newco and other HSC assets and liabilities in accordance with Section 14.7 of this Agreement and ARTICLE IX of the Newco Bylaws; and (l) whether any Member Party owes a payment to the other Member Party in conjunction with the distribution of assets and liabilities in accordance with Section 14.7 of this Agreement and ARTICLE IX of the Newco Bylaws, and if so the amount of such payment.

15.2 Written Notice to Other Party. The Member Party alleging the Dispute shall provide written notice to the other Member Party setting forth in reasonable detail the nature of the Dispute (“Dispute Notice”). The Dispute Notice shall be disclosed to, and considered by, all Parties, and then the Newco Board shall endeavor to informally resolve the Dispute for a period of sixty (60) days following delivery of the Dispute Notice. If the Dispute is not resolved by the Newco Board to the mutual satisfaction of each Member Party within such sixty (60) day period, HFHS and MSU shall each appoint two authorized representatives to meet informally (in person or telephonically) on at least
a weekly basis to discuss the areas of disagreement, and to negotiate in good faith possible resolutions to the Dispute for any additional period not to exceed sixty (60) days.

15.3 Informal Dispute Resolution. In the event that the initial discussions outlined in Section 15.2 above do not result in the resolution of the Dispute to the mutual satisfaction of the Parties, the Dispute shall be referred to the HFHS Chief Executive Officer (or his or her designee) and the President of MSU (or his or her designee) for further consideration for a period of sixty (60) days.

15.4 Arbitration. In the event that the process set forth in Sections 15.2 and 15.3 does not result in the resolution of the Dispute, then either Member Party may serve a notice of arbitration requiring that the Dispute be subject to binding arbitration by a single arbitrator in Detroit, Michigan in accordance with the rules and procedures of the American Arbitration Association (the “AAA”) then in effect (“Notice of Arbitration”). Notwithstanding the rules and procedures of the AAA then in effect, the arbitration will be conducted by a single arbitrator, mutually selected by the Member Parties. If the Member Parties cannot agree on an arbitrator, each Member Party shall select an arbitrator and the two such selected arbitrators shall then by mutual agreement select a third arbitrator, who shall serve as the single arbitrator of the Dispute. In addition, notwithstanding any rules and procedures of the AAA then in effect, the arbitration shall be completed and a decision rendered no later than one hundred twenty (120) days after the commencement of the arbitration. In any such arbitration, the arbitration award will include the payment by the substantially losing Member Party on any Dispute of the costs of the arbitration, including the reasonable attorneys’ fees, of the substantially prevailing Member Party, all as determined by the arbitrator. The arbitrator also shall have the capacity to award or order any remedy provided for under this Agreement. The decision of the arbitrator shall be final and may be enforced in any court of competent jurisdiction. For avoidance of doubt, if neither Member Party elects to pursue binding arbitration following the inability of the HFHS Chief Executive Officer and the MSU President to informally resolve any Dispute, then either Party may pursue any remedies it may have under this Agreement, and/or at law or in equity, with respect to an unresolved Dispute.

15.5 Equitable Remedies. Notwithstanding the foregoing provisions of this ARTICLE XV or anything in this Agreement (or the Related Agreements) to the contrary, each Member Party shall be entitled, in accordance with customary principles of Applicable Law and equity, to the specific performance of the other Member Party’s duties, obligations, responsibilities, and commitments under this Agreement, and will be entitled to an injunction or injunctions, specific performance, or other equitable relief in any court in order to prevent breaches of this Agreement and the Related Agreements and to enforce specifically the terms and conditions hereof and thereof, without the posting of a bond as a condition to remedy any such breach. Each of the Member Parties hereby waives any and all defenses it may have on the grounds of lack of personal or subject matter jurisdiction or the competence of the court to grant such an injunction or other equitable relief. In addition to all rights and remedies to which either Member Party may be entitled, if such Member Party prevails in any legal action under this Section 15.5, such Member Party will be entitled to the payment by the other Member Party of its reasonable attorneys’ fees and costs associated with such legal action.

ARTICLE XVI
MISCELLANEOUS

16.1 Indemnification. To the fullest extent permitted by law, each Member Party (as “Indemnifying Party”) shall indemnify, defend and save harmless the other Party(ies), their Affiliates,
and their (and their Affiliates’) respective trustees, directors, officers, employees, agents, volunteers, independent contractors and students (collectively, the “Indemnified Party(ies)” from and against all suits, actions or claims of any character, name or description (including reasonable attorneys’ fees) brought for or on account of any liability, loss or damage, including but not limited to injuries or damages received or sustained by any person, entity or property by, on account of, or in consequence of any negligent act or omission, or willful misconduct, of the Indemnifying Party, its Affiliates or its (or its Affiliates’) trustees, directors, officers, employees, agents, volunteers, independent contractors or students arising out of this Agreement or the Related Agreements. Such indemnification is conditioned upon permitting the Indemnifying Party, through counsel of its choice, and at its sole cost and expense, to answer the charge and defend such claim. Such indemnification is also conditioned upon the Indemnified Party(ies) using reasonable efforts to provide the Indemnifying Party all needed information, assistance and authority, at the Indemnifying Party’s cost and expense, to enable it to defend the claim. The Indemnifying Party shall not be responsible for any settlement without its written consent.

16.2 Governing Applicable Law. This Agreement, and all rights, remedies and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflict of laws.

16.3 Force Majeure. Neither Party will be liable or deemed to be in default of this Agreement for any delay or failure to perform (except with respect to any payment obligations under this Agreement or any Related Agreement) to the extent caused by acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America, the State of Michigan or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; pandemics; earthquakes; fires; storms; droughts; floods; explosions or any similar cause beyond the control of either Party; provided, that the affected Party(ies) nevertheless continues to perform to the extent reasonably feasible in such circumstances; and provided further, that the affected Party(ies) recommence full performance as soon as reasonably feasible under the circumstances.

16.4 Successors; Assigns. This Agreement and each Related Agreement shall inure to the benefit of and be binding upon only the Parties to that particular agreement and their respective legal representatives, successors, and permitted assigns. No other person or party (including without limitation any faculty member, employee or vendor) shall be entitled to assert a claim thereunder as third party beneficiary or otherwise. No Party may assign this Agreement without the prior written consent of the other Parties (which may be granted, denied or conditioned in their sole discretion), and any such purported assignment that is not consented to shall be void; provided, that, assignment without consent shall be permitted in connection with a Change of Control Non-Termination Event, subject to compliance by the assigning Member Party with the requirements of Section 14.6(b).

16.5 Amendment. This Agreement may only be amended by a written instrument signed by the Member Parties.

16.6 Waiver. No waiver by any Party or failure or delay in taking action with regard to any default, misrepresentation or breach of any respective warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent matter or affect in any way (except by application of customary equitable doctrines of laches, estoppel, etc.) any rights arising by
virtue of any prior or subsequent occurrence, and no waiver will be effective unless set forth in writing and signed by the Party against whom such waiver is asserted.

16.7 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given to another Party on the earliest of the date (a) of delivery when personally delivered, (b) when delivered by e-mail or facsimile and either confirmation of delivery or a copy of such e-mail or facsimile sent for delivery on the first Business Day following transmission by nationally recognized overnight courier service for next day delivery, (c) three (3) Business Days after such notice is sent by registered U.S. mail, return receipt requested, and (d) one (1) Business Day after delivery of such notice into the custody and control of a nationally recognized overnight courier service for next day delivery; in each case to the appropriate address below:

If to HFHS: Henry Ford Health System
One Ford Place, 5B
Detroit, MI 48202
Attn: Chief Executive Officer

with copies (which shall not constitute notice to):

Henry Ford Health System
One Ford Place, 5B
Detroit, MI 48202
Attn: Senior Vice President and General Counsel

If to MSU: Michigan State University
426 Auditorium Road
Hannah Administration Building, Room 450
East Lansing, MI 48824-1046
Attn: President

with copies (which shall not constitute notice to):

Michigan State University
426 Auditorium Road
Hannah Administration Building, Room 494
East Lansing, MI 48824-1046
Attn: Vice President for Legal Affairs and General Counsel

If to Newco: Henry Ford Health System-Michigan State University
Health Sciences
One Ford Place, 5B
Detroit, MI 48202
Attn: President

with copies (which shall not constitute notice to):
Henry Ford Health System
One Ford Place, 5B
Detroit, MI 48202
Attn: Senior Vice President and General Counsel

with copies (which shall not constitute notice to):

Michigan State University
426 Auditorium Road
Hannah Administration Building, Room 494
East Lansing, MI 48824-1046
Attn: Vice President for Legal Affairs and General Counsel

or to such other address or addresses, and to the attention of such other person(s) or officer(s), as a Party may designate in writing.

16.8 Severability. In the event any part or parts of this Agreement or the Related Agreements are held to be illegal or unenforceable by an agency or court with competent jurisdiction, the remainder of this Agreement and/or the Related Agreements, as applicable, will continue in effect, unless either Member Party would lose a material benefit as a result, in which event such Member Party may terminate this Agreement in writing within sixty (60) days of the ruling, subject to the provisions of Section 14.7 (unless the Member Parties agree in writing to a modified arrangement during the notice period).

16.9 Entire Agreement/Order of Precedence. This Agreement (including the Related Agreements and the Schedules and Exhibits hereto and thereto) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (oral or written) among the Parties with respect to the subject matter hereof. This Agreement shall be interpreted to be consistent with Newco’s Articles of Incorporation, the Related Agreements and any ancillary documents referenced in this Agreement and in the Related Agreements (the “Ancillary Documents”). In the event of any conflict between the provisions of Newco’s Articles of Incorporation, this Agreement, the Related Agreements and/or the Ancillary Documents, the following order of precedence will apply: (a) first, the Newco Articles of Incorporation; (b) second, the Newco Bylaws (except where an express provision of the Newco Bylaws states that certain provisions of this Agreement or the Related Agreements shall apply or control); (c) third, this Agreement; (d) fourth, the Related Agreements other than the Newco Bylaws; and (e) fifth, the Ancillary Documents.

16.10 Confidentiality and Public Statements.

(a) Each Member Party agrees that, except as otherwise mandated by Applicable Law, such Member Party shall keep confidential, and shall not disclose to any third Person or use for its own benefit (i) any Confidential Information with respect to Newco, without the consent of the Newco Board; or (ii) any Confidential Information of the other Member Party, without the consent of the other Member Party.
(b) If a Party is requested or required (through written or oral questions, interrogatories, requests for information or documents, subpoenas, freedom of information requests, civil investigative demands or similar processes) to disclose or produce any Confidential Information of Newco or a Member Party, it shall (i) immediately notify the Member Party (and, if Confidential Information of Newco is involved, the Newco Board) of the Confidential Information requested or required to be disclosed or produced so that Newco or the other Member Party (as applicable) may seek an appropriate protective order or waive compliance with the provisions of this Section 16.10; and (ii) consult with the Member Party (and, if Confidential Information of Newco is involved, the Newco Board) regarding the possibility of taking available appropriate legal or other actions to resist or narrow such request. If, in the absence of a protective order or a waiver hereunder, the Party, in the reasonable opinion of its legal counsel, is compelled to disclose or to produce such Confidential Information of Newco or the Member Party to any tribunal, other Governmental Authority or other Person or be liable for contempt or to face other censure or penalty if failing to do so, the Party may disclose or produce such Confidential Information to such tribunal, other Governmental Authority or other Person without liability provided that as much in advance as possible, it first notifies the Member Party (and, if Confidential Information of Newco is involved, the Newco Board) verbally and in writing of the Confidential Information that will be disclosed or produced and use its best efforts to obtain, to the greatest extent practicable, an order or other reliable assurance that such Confidential Information shall be accorded confidential treatment.

(c) The Parties shall mutually develop and adopt, in writing, a process (the “Coordination Process”) for coordinating and/or approving public statements relating to Newco, the HSC, this Agreement, the Related Agreements and the other relationships between them (the “Covered Matters”). Each Member Party shall, and each Member Party shall cause its Affiliates, and its and its Affiliates’ respective trustees, Board members, officers, employees, contractors, representatives and agents, to make or issue any public statements regarding or relating to the Covered Matters only pursuant to and in compliance with the Coordination Process.

(d) Without limiting the provisions of Section 15.5, each Member Party acknowledges that the covenants contained in this Section 16.10 are reasonable and necessary for the protection of the legitimate business interests of Newco and the other Member Party. Each Member Party acknowledges that any violation of the covenants contained in this Section 16.10 would cause substantial, irreparable damage to Newco and/or the other Member Party and that it is impossible to measure in money the damages that would be caused to Newco and/or the other Member Party by such violation. Accordingly, each Member Party acknowledges and agrees that if it violates any of the covenants contained in this Section 16.10, Newco and/or the other Member Party (as applicable) will be entitled to obtain injunctive relief to enforce such covenants and to prohibit the Member Party from continuing any violation of the same, and Newco and the other Member Party (as applicable) will be entitled to bring actions to obtain such relief without posting any cash, bond or other surety. Newco and the other Member Party also will be entitled to payment by the breaching Member Party of any and all reasonable attorneys’ fees and other legal expenses, including court costs, arising from any successful action by Newco and the other Member Party to enforce such covenants. Nothing contained in this Section 16.10(d) shall be construed as prohibiting Newco or the other Member Party from pursuing any other remedy or remedies available for such breach or threatened breach, including recovery of damages from the Member Party breaching such covenants, subject to the provisions of ARTICLE XV.
16.11 **Survival.** The following provisions shall survive the expiration or termination of this Agreement, regardless of the reasons therefor: Sections 1.2, 14.7, 14.8, 14.9, ARTICLE XV, and this ARTICLE XVI.

16.12 **Counterparts.** This Agreement may be executed in three (3) or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A signature delivered by facsimile, .pdf, or other electronic transmission will be considered an original signature.

[signature page follows]
IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the date first above written.

HENRY FORD HEALTH SYSTEM

By:__________________________
Name: Wright L. Lassiter, III
Title: President and Chief Executive Officer, Henry Ford Health System

MICHIGAN STATE UNIVERSITY

By:__________________________
Name: Samuel L. Stanley, Jr., M.D.
Title: President, Michigan State University

[Signatures continue on next page]
HENRY FORD HEALTH SYSTEM-
MICHIGAN STATE UNIVERSITY HEALTH SCI

By: ________________________________
Name: Steven Kalkanis, M.D.
Title: President, Henry Ford Health System-
       Michigan State University Health Sciences
       Senior Vice President, HFHS & CEO HFMG

THE MEMBER PARTIES ACKNOWLEDGE
AND AGREE TO HENRY FORD HEALTH
SYSTEM-MICHIGAN STATE UNIVERSITY
HEALTH SCIENCES' ENTRY INTO THIS
AGREEMENT:

HENRY FORD HEALTH SYSTEM

By: ________________________________
Name: Adnan Munkarah, M.D.
Title: Executive Vice President and Chief Clinical
       Officer, Henry Ford Health System

MICHIGAN STATE UNIVERSITY

By: ________________________________
Name: Norman J. Beauchamp Jr., M.D., MHS
Title: Executive Vice President for Health Sciences,
       Michigan State University

[Signature Page to Master Affiliation Agreement]
EXHIBIT A

NEWCO BYLAWS

See attached.
EXHIBIT B

RECI PROCA L TRADEMARK LICENSE AGREEMENT

See attached.
EXHIBIT C
USES OF UMBRELLA BRAND

The Parties agree to the following uses of the Umbrella Brand as defined in Section 3.1(c) and further described in 9.3. The Umbrella Brand is intended to serve as the unifying name and symbol for the HSC and is to be used by HFHS and MSU, as specified in the marketing and promotional standards and guidelines to be created by the Parties.

The asterisked items below collectively constitute Broad Use of the Umbrella Brand for purposes of the Agreement and the Milestones set forth in Exhibit I. Other items listed are illustrative and not intended to be all-inclusive or prescriptive. The Parties agree to conduct further analysis on optimal development and uses of the Umbrella Brand, which will provide additional direction on the applications and roll-out plan for the Umbrella Brand. Use of the Umbrella Brand for HSC clinical activities will be determined based on pace and degree of clinical integration.

- Use of Umbrella Brand for unique DUNS number (as set forth in Section 3.1(c))*
- HSC brand/identity standards and usage guidelines*
- HSC academic publications/materials branding and affiliation guidelines*
  o (PI and faculty identification, sponsored research including grant applications, academic publications and abstracts, posters and academic presentation materials)
- HSC dedicated website (microsite)*
- HSC Public relations materials templates*
  o (news releases, advisories, fact sheets, FAQs, bios, boilerplate)
- HSC Email communications*
  o (signatures, templates)
- HSC social media channels, profiles and groups
- HSC digital newsletters
- HSC promotional videos (opening/ending slates/logo bug)
- Banners/Signage – Henry Ford Health System and MSU campuses/facilities as appropriate
- Lab coats (physicians, residents, fellows) – Henry Ford Health System and MSU campuses/facilities, as appropriate
- HSC advertising
- HSC collateral and promotional materials including (but not limited to) brochures, posters and pamphlets
- HSC Digital content and blogs

HSC Presentation materials (including PowerPoint templates)
EXHIBIT D
RESPONSIBILITIES DIAGRAM

<table>
<thead>
<tr>
<th>HFHS</th>
<th>Shared Through NewCo</th>
<th>MSU</th>
</tr>
</thead>
<tbody>
<tr>
<td>HFHS governance</td>
<td>NewCo Board serves as partnership governance vehicle</td>
<td>MSU governance</td>
</tr>
<tr>
<td>Issue debt; finance capital facilities</td>
<td>Governance of JV for research investments</td>
<td>Issue debt; finance capital facilities</td>
</tr>
<tr>
<td>Pay for HFHS employees</td>
<td>Research Strategic Planning for jointly undertaken program areas</td>
<td>Pay for MSU employees</td>
</tr>
<tr>
<td>Clinical operations</td>
<td>Research program development</td>
<td>UME curriculum</td>
</tr>
<tr>
<td>Clinical supply chain</td>
<td>Recruitment Plans and Launch Packages</td>
<td>Standards for faculty appointment</td>
</tr>
<tr>
<td>Payor contracting</td>
<td>Appoint research program leaders</td>
<td>Size of class, tuition, placement, and financial aid</td>
</tr>
<tr>
<td>Manage HFHS ambulatory/inpatient services and facilities</td>
<td>IT integration</td>
<td>MSU basic science departments</td>
</tr>
<tr>
<td>Compliance for existing programs</td>
<td>Selected shared services oversight</td>
<td>IRB</td>
</tr>
<tr>
<td>Develop or expand clinical programs IRB</td>
<td>Research financial management for jointly undertaken program areas</td>
<td>Payor contracting for MSU Healthcare</td>
</tr>
<tr>
<td>Legal/audit/accounting</td>
<td>Develop new regional campus and research facility</td>
<td>Legal/audit/accounting</td>
</tr>
</tbody>
</table>
### EXHIBIT E

**EXPANSION PLAN REGARDING TRAINING SLOTS**

<table>
<thead>
<tr>
<th>Clerkships/Students</th>
<th>Current 3rd year</th>
<th>Current 4th year</th>
<th>Current Other</th>
<th>Future State 3rd year</th>
<th>Future State 4th year</th>
<th>Future State Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>CON - configuration of types of students to be finalized</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Approximately 80-100 students (number to be confirmed with CON &amp; HFH-S nursing) ramping up over 3 years starting in Y3 - 2023</td>
</tr>
<tr>
<td>CHM HFH-Main</td>
<td>--</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allegiance</td>
<td>6</td>
<td>6</td>
<td></td>
<td>6</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Macomb</td>
<td>25</td>
<td>25</td>
<td></td>
<td>25</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Wyandotte</td>
<td>15</td>
<td>15</td>
<td></td>
<td>15</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>To be distributed across Allegiance, Macomb, Wyandotte HFH-Main</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MD-PhD/DO-PhD</td>
<td>--</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHM - 3-year accelerated MD program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Feasibility study to be conducted to confirm details</td>
</tr>
</tbody>
</table>

*Note: CHM 3rd and 4th year students would require shifting existing students to HFH. All other additional clerkships/students on this page would be incremental.*
EXHIBIT F

NEWCO PRESIDENT/ASSISTANT MSU VP JOB DESCRIPTION

NewCo President Position Description:

**Titles and Reporting Structure**

- Reports to the NewCo Board of Directors
- Serves concurrently as the Assistant Vice President of Health Sciences
- NewCo Committees of the Board are advisory to the NewCo President
- Direct reports include:
  - The Research Cancer Center Director;
  - New research Program Leaders will have matrixed reporting relationships to the NewCo President and to the existing unit in which they reside in their home institution
  - Administrative and programmatic staff that are assigned to NewCo from each of Henry Ford Health System and Michigan State University to support administrative and other functions of NewCo

**Roles and Responsibilities**

1. Organizes and conducts monthly Board meetings and NewCo Board Committee meetings with Chairs and delivers periodic reports to the Newco Board on HSC performance.
2. Assists the Member Parties in nominating members for and maintaining the function of Committees of the NewCo Board.
3. Executes and ensures compliance with terms of the Master Affiliation Agreement and NewCo Bylaws, and all HSC programmatic initiatives
4. Oversees the activities of the HSC to ensure the achievement of the programmatic milestones and targets described in the Master Affiliation Agreement.
5. Ensures joint DEI principles and culture incorporated in HSC programmatic activity
6. Collaborate with respective leaders to execute the research recruiting plan, research attribution and integration of select research programs, the educational program expansion to Detroit regional campus, and clinical integration.
7. Selects and contracts with each Sponsor for staff and services provided to the HSC.
8. Oversees staff recruiting and employment as necessary, office space and staff leasing, select purchasing and other internal agreements.
9. Monitors investment and budgets against approved HSC financial plan and manages corrective actions.
10. Oversees the design and development of a new Detroit based research facility.
11. Participates in recruitment of Cancer Center Director and other research program directors.
12. Oversees management and reporting from other Research Program directors for other jointly funded research priorities.
13. Supports the cultivation and achievement of fundraising related to HSC initiatives, consistent with the Philanthropy Coordination Agreement.
14. Serves as an ex officio member of the NewCo Board.

Qualifications

- Physician with research and academic management experience
- Demonstrated record of achievement in research and academic recruiting or program development
- Exhibits exceptional verbal and written communications skills
- Proven experience with major fundraising and donor cultivation
- Familiarity with regulatory certification and accreditation requirements for clinical and academic programs
- National prominence in clinical and academic achievements
- 5 years or more of leadership experience
- In addition to a medical degree, an MBA, MHA or equivalent expertise is preferred
- Demonstrated commitment to diversity, equity and inclusion
- A track record in facilitating translation of research into clinical care and education
EXHIBIT G

Organizational Chart

Henry Ford Health System - Michigan State University Health Sciences Center (HSC) Governance Model

HFHS

NewCo Board
- Chair: Rotating MSU/HFHS Chair
- Membership: Equal number of board reps (12 board seats)

MSU

NEWCO

Education Committee
Research Committee
Cancer Committees

Clinical Committee

Administration and Finance Committee

Diversity, Equity, and Inclusion (DEI) Committee

Composition:
- HFHS: Board Chair (member-designee), CEO, EVP, and Chief Clinical Officer; Chair of the Board (member-designee), President, and EVP for Health Sciences and EVP for Health Systems
- MSU: Board Chair (member-designee), Chief Executive Officer and Chief Financial Officer (member-designee), President, and EVP for Health Sciences and EVP for Health Systems

Exercises reserve powers held by each party

Master Affiliation Agreement
Inaugural Committee Chairs

- Cancer – Henry Ford Health System
- Research – Michigan State University
- Education – Michigan State University
- Clinical – Henry Ford Health System
- Administration and Finance – Henry Ford Health System
- DEI – Michigan State University
EXHIBIT H
FUNDAMENTAL MILESTONES

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Target Date</th>
<th>Outside Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of Federally Funded Research Underway (aligned with Section 3.1(a))</td>
<td>12 months following Effective Date</td>
<td>2 years following effective date</td>
</tr>
<tr>
<td>Commencement of Student Education Slots</td>
<td>July 2022</td>
<td>July 2023</td>
</tr>
<tr>
<td>Establishment of regional campus (i.e., completion of one year of student rotations)</td>
<td>July 2023</td>
<td>July 2024</td>
</tr>
<tr>
<td>Submission of a P30 Grant</td>
<td>5 years following Effective Date</td>
<td>7 years following Effective Date</td>
</tr>
<tr>
<td>Completion of Research Building</td>
<td>5 years following Effective Date</td>
<td>7 Years following Effective Date</td>
</tr>
<tr>
<td></td>
<td>(Begin development at year 3)</td>
<td>(Begin development at year 5)</td>
</tr>
</tbody>
</table>

Note: Pursuant to Section 14.4(c)(i), if a Fundamental Milestone has not been achieved by its Outside Date, it is subject to an additional ninety (90) day cure period. If it is still not achieved, it is subject to a corrective action plan, which itself will provide additional time periods for completion (although, given the importance of the Fundamental Milestones, the time periods for completion of the corrective action plans are expected to be relatively short). Only if a Milestone has not been achieved after the cure period and following the failure to achieve correction action within the timeframes set forth in the corrective action plan, will a Member Party have the right to terminate the Agreement. In the event of such termination, the effective date of termination will be one (1) year after a Member Party has elected to terminate and the Member Parties may at that time also decide that certain elements of the affiliation should continue post-termination. Further, no Member Party may terminate this Agreement if the failure to achieve a Milestone was due to that Member Party’s breach of its obligations under the Agreement.
# EXHIBIT I

## MATERIAL MILESTONES

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Target Date</th>
<th>Outside Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption of Research Implementation Plan</td>
<td>60 days following the Effective Date</td>
<td>90 days following the Effective Date</td>
</tr>
<tr>
<td>Adoption of Education Implementation Plan</td>
<td>60 days following the Effective Date</td>
<td>90 days following the Effective Date</td>
</tr>
<tr>
<td>Execution of the Philanthropy Coordination Agreement</td>
<td>3-4 months following the Effective Date</td>
<td>6 months following the Effective Date</td>
</tr>
<tr>
<td>Execution of the Intellectual Property Agreement</td>
<td>3-4 months following the Effective Date</td>
<td>6 months following the Effective Date</td>
</tr>
<tr>
<td>Begin Recruitment of Cancer Center Director</td>
<td>6 months following Effective Date</td>
<td>12 months following Effective Date</td>
</tr>
<tr>
<td>Filing of Successor in Interest for Attribution/Broad Use of Umbrella Brand by MSU</td>
<td>6 months following Effective Date</td>
<td>12 months following Effective Date</td>
</tr>
<tr>
<td>Appointment of HFHS faculty to MSU under way</td>
<td>6 months following Effective Date</td>
<td>12 months following Effective Date</td>
</tr>
<tr>
<td>Commence Medical School Feasibility Study</td>
<td>4 years following Effective Date</td>
<td>5 years following Effective Date</td>
</tr>
</tbody>
</table>

**Note:** Pursuant to Section 14.4(c)(ii), if a Material Milestone has not been achieved by its Outside Date, it is subject to an additional sixty (60) day cure period. If it is still not achieved, it is subject to a corrective action plan, which itself will provide additional time periods for completion (the time periods for completion of the corrective action plans for Material Milestones are expected to be relatively longer than the time period for completion of the corrective action plans for Fundamental Milestones). Only if a Milestone has not been achieved after the cure period and following the failure to achieve correction action within the timeframes set forth in the corrective...
action plan, will a Member Party have the right to terminate the Agreement. In the event of such termination, the effective date of termination will be one (1) year after a Member Party has elected to terminate and the Member Parties may at that time also decide that certain elements of the affiliation should continue post-termination. Further, no Member Party may terminate this Agreement if the failure to achieve a Milestone was due to that Member Party’s breach of its obligations under the Agreement.