

**APPENDIX A
NOT FOR PROFIT PANEL COUNSEL ADDENDUM**

Gregory G. Fletcher (901)577-2294
SunTrust Bank Building, 207 Mockingbird Lane, Johnson City, TN 37604 (423)928-0181

Gregory G. Fletcher (901)577-2294
2200 Riverview Tower, 900 South Gay Street, Knoxville, TN 37901 (865)549-7000

Constangy, Brooks & Smith, LLP
Michael D. Malfitano (813)223-7166
Suite 925, 2100 West End Avenue, Nashville, TN 37203-5223 (615)320-5200

Cornelius & Collins, LLP
Rebecca Wells-Demaree
511 Union Street, Suite 2700, Box 190695, Nashville, TN 37219-0695 (615)244-1440

Dinsmore & Shohl, LLP
Michael W. Hawkins (513)977-8141
Bank of America Plaza, 414 Union Street, Suite 1100, Nashville, TN 37219 (615)313-3300

Frost Brown Todd, LLC
M. Clark Spoden
424 Church Street, Suite 1600, Nashville, TN 37219-2308 (615)251-5550

Husch & Eppenberger, LLC
Harry B. Ray
736 Cherry Street, Chattanooga, TN 37402 (423)266-5500

Kiesewetter Wise Kaplan Schwimmer & Prather, PLC
Jonathan E. Kaplan
3725 Champion Hills Drive, Suite 3000, Memphis, TN 38125 (901)795-6695

Leitner, Williams, Dooley & Napolitan, PLLC
Paul R. Leitner
414 Union Street, Suite 1900, Bank of America Bldg., Nashville, TN 37219 (615)255-7722

Paul R. Leitner
801 Broad Street, Third Floor, Pioneer Building, Chattanooga, TN 37402 (423)265-0214

Ogletree, Deakins, Nash, Smoak & Stewart, PC
Keith D. Frazier
SunTrust Center, Suite 800, 424 Church Street, Nashville, TN 37219 (615)254-1900

Stites & Harbison, PLLC
Stephen H. Price (615)782-2232
424 Church Street, Suite 1800, Nashville, TN 37219 (615)244-5200

Weintraub, Stock, & Grisham, PC
James H. Stock
Renaissance Center, 1715 Aaron Brenner Drive, Suite 512, Memphis, TN 38120 (901)526-0431

TEXAS

Berry & Randall, LLP
D. Bowen Berry (214)915-9800
1701 N. Market Street, Suite 320, Dallas, TX 75208 (214)915-9800

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Clark, West, Keller, Butler & Ellis, LLP

Mark Shank, Esq.

4800 Renaissance Tower, 1201 Elm Street, Dallas, TX 75270-2146 (214)741-1001

Cozen & O'Connor

Martin J. Sweeney (214)462-3024

2300 Bank One Center, 1717 Main Street, Dallas, TX 75201 (214)462-3000

Joseph A. Ziemianski (832)214-3920

One Houston Center, 1221 McKinney, Suite 2900, Houston, TX 77010 (832)214-3900

Epstein Becker Green Wickliff & Hall, PC

Wanda Greathouse Holloway

Wells Fargo Plaza, 1000 Louisiana, Suite 5400, Houston, TX 77002-5013 (713)750-3100

Gayla C. Crain

Lincoln Plaza, 500 N. Akard Street, Suite 2700, Dallas, TX 75251 (214)397-4300

Fulbright & Jaworski, LLP

Robert S. Harrell

1301 McKinney, Suite 5100, Houston, TX 77010 (713)651-5151

Richard M. Kobdich

2200 Ross Avenue, Suite 2800, Dallas, TX 75201 (214)855-8188

Brian Greig

600 Congress Avenue, Suite 2400, Austin, TX 78701 (512)474-5201

Robert S. Harrell

300 Convent Street, Suite 2200, San Antonio, TX 78205-3792 (210)224-5575

Gordon & Rees, LLP

Roger M. Mansukhani

1200 Smith Street, 16th Floor, Houston, TX 77002 (888)230-7787

Greenberg Traurig, LLP

Hugh E. Hackney

600 Three Galleria Tower, 13155 Noel Road, Dallas, TX 75240 (972)419-1250

Jackson Lewis, LLP

Steven D. Baderian (914)328-0404

3811 Turtle Creek Blvd., Suite 500, Dallas, TX 75219 (214)520-2400

Locke Liddell & Sapp, LLP

Phillip Jones

2200 Ross Avenue, Suite 2200, Dallas, TX 75201-6776 (214)740-8458

William J. Bux

3400 JPMorgan Chase Tower, 600 Travis, Houston, TX 77002 (713)226-1200

Mills Shirley, LLP

Carla Cotropia

400 Washington Building, 2228 Mechanic, P.O. Box 1943, Galveston, TX 77553 (409)763-2341

**APPENDIX A
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Ogletree, Deakins, Nash, Smoak & Stewart, PC

Bryant S. McFall

700 Preston Commons, 8117 Preston Road, Dallas, TX 75225 (214)987-3800

Jeffrey C. Londa

One Allen Center, 500 Dallas Street, Suite 3000, Houston, TX 77002-4709 (713)655-0855

Bruce A. Griggs

301 Congress Avenue, Suite 1250, Austin, TX 78701 (512)344-4700

Lawrence D. Smith

2600 Weston Centre, 112 East Pecan Street, San Antonio, TX 78205 (210)354-1300

Patton Boggs, LLP

D. Patrick Long

2001 Ross Avenue, Suite 3000, Dallas, TX 75201 (214)758-1500

Seyfarth Shaw, LLP

Gerald L. Maatman

700 Louisiana Street #3900, Houston, TX 77002-2731 (713)225-2300

Thompson, Coe, Cousins & Irons, LLP

John L. Ross

700 N. Pearl St., 25th Floor, Plaza of the Americas, Dallas, TX 75201 (214)871-8200

Winstead Sechrest & Minick, PC

M. Brenk Johnson (214)745-5296

401 Congress Avenue, Suite 2100, Austin, TX 78701 (512)370-2800

M. Brenk Johnson (214)745-5296

5400 Renaissance Tower, 1201 Elm Street, Dallas, TX 75270-2199 (214)745-5400

M. Brenk Johnson (214)745-5296

2400 Bank One Center, 910 Travis Street, Suite 2400, Houston, TX 77002-5895 (713)650-8400

M. Brenk Johnson (214)745-5296

777 Main Street, Suite 1100, Fort Worth, TX 76102 (817)420-8200

UTAH

Christenson & Jensen, PC

Phillip S. Ferguson

50 South Main St., Suite 1500, Salt Lake City, UT 84101 (801)355-3431

VERMONT

Cleary Shahi Associates

David L. Cleary, Esq.

110 Merchants Row, Post Office Box 6740, Rutland, VT 05702 (802)775-8800

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VIRGIN ISLANDS

Ogletree, Deakins, Nash, Smoak & Stewart, PC

Charles E. Engeman

The Tunick Building, 1336 Beltjen Road, Suite 202, St. Thomas, VI 00802 (340)714-1235

VIRGINIA

Christian & Barton, LLP

Warren David Harless

909 East Main Street, Suite 1200, Richmond, VA 23219-3095 (804)697-4100

Constangy, Brooks & Smith, LLP

Michael D. Malfitano (813)223-7166

Suite 520, 4100 Monument Corner Drive, Fairfax, VA 22030 (571)522-6100

Gentry, Locke, Rakes & Moore, LLP

W. David Paxton

Post Office Box 40013, Roanoke, VA 24022-0013 (540)983-9300

Greenberg Traurig, LLP

John Scalia (703)749-1300 / Maria Hallas (703)749-1300

1750 Tysons Boulevard, 12th Fl., Tysons Corner, VA 22102 (703)749-1300

Jackson Lewis, LLP

Steven D. Baderian (914)328-0404

8614 Westwood Center Drive, Suite 950, Vienna, VA 22182 (703)821-2189

Jordan Coyne & Savits, LLP

John Easton

10509 Judicial Drive, Suite 200, Fairfax, VA 22030 (703)246-0900

McGuireWoods, LLP

Stephen D. Busch (804)775-4378

One James Center, 901 East Cary Street, Richmond, VA 23219 (804)775-1000

Stephen D. Busch (804)775-4378

1750 Tysons Boulevard, Suite 1800, McLean, VA 22102 (703)712-5000

Stephen D. Busch (804)775-4378

101 West Main Street, Norfolk, VA 23510-1655 (757)640-3700

Stephen D. Busch (804)775-4378

Court Square Building, 310 Fourth Street, N.E., Suite 300, Charlottesville, VA 22902-1288
(434)977-2500

Williams Mullen, PC

Lynn F. Jacob

Two James Center, 1021 East Cary Street (23219), Richmond, VA 23218-1320 (804)643-1991

Lynn F. Jacob

8270 Greensboro Drive, Suite 700, McLean, VA 22102 (703)760-5200

**APPENDIX A
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Lynn F. Jacob
SunTrust Center, 500 East Main Street, Suite 1301, Norfolk, VA 23510 (757)284-4000

Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
Paul Krause
3923 Old Lee Highway, Suite 62-B, Fairfax, VA 22030 (202)626-7660

Womble, Carlyle, Sandridge & Rice
Charles A. Edwards (919)755-2184
6862 Elm Street, Eighth Floor, McLean, VA 22101 (703)790-3310

WASHINGTON

Carney Badley Spellman, PS
David W. Silke
700 5th Avenue, #5800, Seattle, WA 98104-5017 (206)622-8020

Cozen & O'Connor
Thomas M. Jones, Esq.
1201 Third Avenue, Suite 5200, Seattle, WA 98101 (206)340-1000

Jackson Lewis, LLP
Steven D. Baderian (914)328-0404
One Union Square, 600 University Street, Suite 2900, Seattle, WA 98101 (206)405-0404

Lane Powell Spears Lubersky, LLP
James B. Stoetzer (206)277-9511
1420 Fifth Avenue, Suite 4100, Seattle, WA 98101-2338 (206)223-7000

WEST VIRGINIA

Dinsmore & Shohl, LLP
Michael W. Hawkins (513)977-8141
Huntington Square, 900 Lee Street, Suite 600, Charleston, WV 25301 (304)357-0900

Jackson Lewis, LLP
Steven D. Baderian (914)328-0404
1225 Market Street, Wheeling, WV 26003 (304)230-1461

Spilman, Thomas, Battle, PLLC
Charles L. Woody
Spilman Center, 300 Kanawha Blvd., Post Office Box 7232, Charleston, WV 25321-0273
(304)340-3800

Steptoe & Johnson, PLLC
C. David Morrison
Bank One Center, Sixth Floor, 229 Main St. (26301), P.O. Box 2190, Clarksburg, WV 26302-2190
(304)624-8000

C. David Morrison
Bank One Center, Eighth Floor, 707 Virginia St., E. (25301), Charleston, WV 25326-1588
(304)353-8000

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**APPENDIX A
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C. David Morrison
1085 Van Voorhis Rd., Suite 400, P.O. Box 1616, Morgantown, WV 26507-1616 (304)598-8000

WISCONSIN

Gonzalez, Saggio & Harlan, LLP
Gregory M. Wesley
225 East Michigan Street, Fourth Floor, Milwaukee, WI 53202 (414)277-8500

Melli, Walker, Pease & Ruhly SC

Jack D. Walker, Esq.
Ten East Doty, Suite 900, P.O. Box 1664, Madison, WI 53703 (608)257-4812

WYOMING

Hirst & Applegate
Thomas A. Nicholas, III
1720 Carey Avenue, Suite 200, Cheyenne, WY 82001 (307)632-0541

ENDORSEMENT# 1

This endorsement, effective *12:01 a.m. December 4, 2005* forms a part of
policy number *625-03-42*
issued to *DUKE UNIVERSITY*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



AUTHORIZED REPRESENTATIVE

END 001

ENDORSEMENT# 2

This endorsement, effective 12:01 a.m. December 4, 2005
Policy number 625-03-42
Issued to DUKE UNIVERSITY

forms a part of

by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
68466	08/97	American International Company Not for Profit Individual and Orga
81285	01/03	Tria Dec Disclosure Form
68467	08/97	American International Company Not for Profit Individual and Orga
APPMAN	08/05	APPENDIX A NOT FOR PROFIT PANEL COUNSEL ADDENDUM - PLEASE NOTE RE
89644	07/05	COVERAGE TERRITORY ENDORSEMENT (OFAC)
78859	10/01	FORMS INDEX ENDORSEMENT
62790	06/95	OUTSIDE ENTITY ENDORSEMENT
MNSCPT		NOT-FOR-PROFIT HEALTH CARE - EDUCATION ENDORSEMENT
		NO LIABILITY PROVISION DELETED
		HUMAN CLINICAL TRIALS ENDORSEMENT
MNSCPT		
52154	11/93	NORTH CAROLINA AMENDATORY - CANCELLATION/NONRENEWAL
PENMAN	10/02	EXCLUSION (j) AMENDED (FLSA)
51440	02/91	RELIANCE ENDORSEMENT NOT FOR PROFIT ORG. (STANDARD FORM)
68474	08/97	CRISIS FUND FOR EDUCATIONAL INSTITUTIONS (CRISIS COMMUNICATIONS M
51681	04/91	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
SCTP		ADDITIONAL INSUREDS - LISTED AFFILIATES
62737	05/95	COMMISSIONS EXCLUSION
		SPECIFIC ENTITY EXCLUSION (CLAIMS BROUGHT AGAINST)
73096	05/99	NC AMENDATORY - NOT FOR PROFIT INDIVIDUAL & ORGANIZATION INSURANC
PENMAN		DOMESTIC PARTNER COVERAGE
MNSCPT		SEPARATE RETENTION FOR CLASS ACTION CLAIMS 750,000
MNSCPT		ANTITRUST CLAIMS - SEPARATE RETENTION (WITH HEALTHCARE AMENDATORY
		FINAL DETERMINATION WORDING
MNSCPT		CAPTIVE INSURANCE COMPANY (w/ carveout)
81316	07/04	TERRORISM EXCLUSION ENDORSEMENT (SUNSET)



AUTHORIZED REPRESENTATIVE

END 002

ENDORSEMENT# 3

This endorsement, effective *12:01 a.m. December 4, 2005* forms a part of
policy number *625-03-42*
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by *National Union Fire Insurance Company of Pittsburgh, Pa.*

OUTSIDE ENTITY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the following entities shall be deemed an "Outside Entity" with respect to its corresponding Continuity Date below:

OUTSIDE ENTITY

CONTINUITY DATE

1) a not-for-profit organization

December 4, 1997

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 003

ENDORSEMENT# 4

This endorsement, effective *12:01 a.m. December 4, 2005* forms a part of
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NOT-FOR-PROFIT HEALTH CARE - EDUCATION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

I. AMENDMENTS TO DEFINITIONS

- A. The Definition of "Employment Practices Violation(s)" shall be amended to include the following additional peril:

(13) emotional distress and mental anguish relating to any of the above;

- B. The Definition of "Individual Insured(s)" shall be amended to include the following at the end thereof:

Individual Insureds shall also include any past, present or future member of any duly constituted committee ("Committee Member"); any individual person engaged by a duly constituted committee for purposes of providing an expert opinion with regard to peer review or credentialing decision concerning an individual physician ("Outside Expert"); any individual in charge of any operational department ("Department Head") or any staff physician or faculty member of the Organization, regardless of whether or not such person is directly employed by the Organization or is considered an independent contractor.

Individual Insureds shall also include any past, present or future member of the faculty, student teacher, teaching assistant, representative to an education association of which the Organization is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the Organization, regardless of whether they are considered as an Employee of the Organization or as an independent contractor. Individual Insureds shall also include any administrator, association member, member manager or alumni council member of the Organization. Individual Insureds shall also include students of the Organization while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of and on behalf of the Organization.

- C. The Definition of "Loss" shall be amended to include the following at the end thereof:

1. IRS FINES

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Loss shall include Defense Costs incurred in connection with a Claim seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the following sections of the Internal Revenue Code of 1986 (as amended):

Section 4911 (Tax on excess expenditures to influence legislation);
Section 4940 (a);
Section 4941 (taxes on self-dealing);
Section 4942 (taxes on failure to distribute income);
Section 4943 (taxes on excess business holding);
Section 4944 (taxes on investments which jeopardize charitable purpose);
Section 4945 (taxes on taxable expenditures);
Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);
Section 6655 (a) (1) (penalties for failure to pay estimated income tax);
Section 6656 (a) and (b) (penalties for failure to make deposit of taxes).

2. EXCESS BENEFIT PENALTY COVERAGE

Loss shall also include any "Excess Benefits" penalty assessed in the amount of 10% by the Internal Revenue Service ("IRS") against any Insured(s) for management's involvement in the award of an "Excess Benefit" and the Defense Costs attributable thereto. Loss shall specifically exclude: (1) any 25% penalty assessed by the IRS against an Insured deemed to have received an Excess Benefit; (2) Defense Costs incurred to defend any Insured if it has been in fact determined that such individual received an Excess Benefit; and (3) any 200% penalty assessed by the IRS for failure to correct the award of an Excess Benefit. In all events, the assessment by the IRS of a 200% penalty against any Insured shall void ab initio all coverage afforded pursuant to this paragraph.

For purposes of this endorsement, the term "Excess Benefits" means an excess benefit as defined in the Taxpayer Bill of Rights Act, 2, 26 U.S.C. 4958.

3. EMTALA COVERAGE

- a. The definition of Claim(s) is amended to include the following: Claim shall also mean a civil lawsuit alleging a violation pursuant to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C., 1396dd *et seq.*, and any similar state or local statute (herein "EMTALA Claim(s)").

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b. The Definition of Loss is amended to include coverage for civil fines and penalties assessed pursuant to an EMTALA Claim.

c. ~~It is further understood that a sublimit of liability in the amount of \$150,000 shall apply to all EMTALA Claims made and reported during the Policy Period or Discovery Period (if applicable) combined (hereinafter "Sublimit of Liability"). This Sub-Limit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations entitled Limit of Liability.~~

4. GOVERNMENTAL FUNDING DEFENSE COST COVERAGE

Loss shall not include the return of funds which were received from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds; provided, however, that with regard to Claims for Wrongful Acts arising out of the return, or request to return such funds, this policy shall pay Defense Costs up to an amount not to exceed \$1,000,000 ("Government Funding Defense Costs Sublimit"). This Sub-Limit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations entitled Limit of Liability. With respect to any Defense Costs coverage afforded pursuant to this paragraph 4, it is understood that: the Insurer shall be liable to pay 50% of such Defense Costs, excess of a retention in the amount of \$1,000,000, up to the Government Funding Defense Costs Sublimit, and subject to the Limit of Liability listed on the Declarations Page. It being a condition of this insurance that the remaining 50% of such Defense Costs shall be carried by the Insureds at their own risk and be uninsured.

It is further understood and agreed that solely with respect to the Governmental Funding Defense Cost Coverage provided pursuant to the above paragraph, the No Liability retention waivers located in the third paragraph of the Section of the policy entitled RETENTION CLAUSE are deleted in their entirety.

5. DONOR DISPUTE ARBITRATION FUND

It is further understood and agreed that Loss shall not include the return of funds which were received as donations from any third party ("Donated Funds"); provided, however, solely with respect to any single donation received by the

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Named Organization in an amount in excess of \$250,000 which has been reported by the Named Organization as a "Restricted Asset" within its audited financial statement, it is understood and agreed that with respect to Claims for Wrongful Acts arising out of the return, request to return, or the use of such Donated Funds, this policy shall pay an amount not to exceed \$ 100,000 of Defense Costs incurred in binding arbitration ("Donor Dispute Arbitration Fund"), subject to the following terms and conditions:

- a. The binding arbitration must be entered into by the donor and the Named Organization pursuant to an agreement by both parties to arbitrate such Claim;
- b. The above limit of \$100,000 shall not be part of and shall be in addition to the Limit of Liability as stated in the Declarations;
- c. The Donor Dispute Arbitration Fund shall only apply to one arbitration proceeding during the Policy Period, regardless of the actual amount exhausted by the Insured(s);
- d. The Retention amount set forth on the Declarations shall not apply to the Donor Dispute Arbitration Fund; and
- e. The Donor Dispute Arbitration Fund shall not apply to a Claim once a judicial proceeding has been commenced with respect to such Claim.

6. REGULATORY FINES AND PENALTIES COVERAGE (WITH SUBLIMIT OF LIABILITY)

Loss shall also include fines or penalties, if insurable by law, arising out of any violation of any of the below listed legislation (hereinafter "Regulatory Legislation");

It is understood and agreed that the maximum aggregate limit of the Insurer's liability for all Loss (including Defense Costs) arising from Regulatory Legislation Claim(s) combined, shall be no greater than \$ 50,000 ("hereinafter "Regulatory Fines and Penalties Sublimit of Liability"). This Regulatory Fines and Penalties Sublimit of Liability shall be part of and not in addition to the aggregate Limit of Liability stated in the Item of the Declarations entitled Limit of Liability and will in no way serve to increase the Insurer's Limit of Liability as stated therein.

For purposes of this endorsement only, the term "Regulatory Legislation Claim(s)" means any Claim(s) alleging an actual or alleged violation of any of the below listed Regulatory Legislation.

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Regulatory Legislation:

- a. The Campus Sexual Assault Victims' Bill of Rights Act of 1991;
 - b. The Student Right to Know Act of 1991;
 - c. The Federal Education Rights and Privacy Act of 1974 ("FERPA," or the "Buckley Amendment");
 - d. The Crime Awareness and Campus Security Act of 1990 ("Clery Act");
 - e. The Uniform Student Freedom of Expression Act;
 - f. The Freedom of Information Act (5 U.S.C. 552) and any similar state law;
 - g. Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
 - h. Any state "Open Public Meeting" or "Sunshine" law.
- D. The Definition of "Wrongful Act" is amended to include the following at the end thereof:

With respect to all Insureds, any alleged defects in peer review, credentialing or the tenure process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; or the publication of defamatory material in a book, newspaper or other publication of the Organization or any alleged defamatory material broadcast over a radio, cable or television station owned or operated by the Organization.

II. AMENDMENTS TO EXCLUSIONS

A. Exclusion 4 (k) is deleted in its entirety and replaced by the following:

- (k) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the Organization or an Insured under any express (written or oral) contract or agreement (including, but not limited to, any

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liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any Insured); provided, however, that this exclusion shall not apply to:

-
- (1) Employment Practices Claims to the extent that any liability does not arise from such express contract or agreement; or
 - (2) Claims for Loss alleging Wrongful Acts of an Insured(s) with respect to hospital practice privileges, credentialing or peer review matters; or
 - (3) Claims for Loss alleging Wrongful Acts of an Insured(s) occurring during the tenure or peer review process.

B. The following additional exclusions are added to the end of Clause 4. EXCLUSIONS:

- (n) alleging, arising out of, based upon or attributable to any failure or omission on the part of the Insureds or the Organization to effect or maintain adequate insurance; provided, however, solely with respect to any duly elected or appointed directors, officers or trustees of the Organization, this exclusion shall not apply to covered Defense Costs.
- (o) alleging, arising out of, based upon, or attributable to the Insured's performance or rendering of or failure to perform or render medical or other professional services or treatments for others, provided however, that this exclusion shall not apply to:
 - (1) Employment Practices Claims or Claims for Non-Employment Discrimination; or
 - (2) Claims for Loss alleging Wrongful Acts of an Insured(s) with respect to peer review or credentialing processes;
- (p) alleging, arising out of, based upon or attributable to or in any way relating to the rendering or failure to render any professional services for which registration or license is required by the federal, state or applicable local government. This exclusion shall not apply to the provision of or failure to provide educational services by the Organization or an Individual Insured or to any Employment Practices Claim;
- (q) alleging, arising out of, alleging, arising out of, based upon or attributable to,

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or in any way involving, either directly or indirectly, antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies, including any actions, proceedings, claims or investigations-related thereto;

It is further understood and agreed that the Definition of Wrongful Act is amended by deleting subparagraph (4), subsection (c) thereof in its entirety;

- (r) alleging, arising out of, based upon or attributable to any Human Clinical Trial. For purposes of this exclusion (r), "Human Clinical Trial" shall mean any study utilizing humans to provide clinical data for the assessment of a medical treatment, procedure or pharmaceutical.

III. AMENDED CLAUSE 9

Clause 9 is deleted in its entirety and replaced with the following:

9. PRE-AUTHORIZED DEFENSE ATTORNEYS FOR ALL CLAIMS

This Clause 9 applies to all Claims.

Affixed as Appendix A hereto and made a part of this policy is a list or lists of Panel Counsel law firms ("Panel Counsel Firms") from which a selection of legal counsel shall be made to conduct the defense of all Claims against an Insured pursuant to the terms set forth below.

In the event the Insurer has assumed the defense pursuant to Clause 8 of this policy, then the Insurer shall select a Panel Counsel Firm to defend the Insureds. In the event the Insureds are already defending a Claim, then the Insureds shall select a Panel Counsel Firm to defend the Insureds.

The selection of the Panel Counsel Firm, whether done by the Insurer or the Insureds, shall be from the list of Panel Counsel Firms designated for the type of Claim and be from the jurisdiction in which the Claim is brought. In the event a Claim is brought in a jurisdiction not included on the appropriate list, the selection shall be made from a listed jurisdiction which is the nearest geographic jurisdiction to either where the Claim is maintained or where the corporate headquarters or state of formation of the Named Organization is located. In such instance, however, the Insurer shall, at the written request of the Named Organization, assign a non-Panel Counsel Firm of the Insurer's choice in the jurisdiction in which the Claim is brought to function as "local counsel"

This endorsement, effective 12:01 a.m. December 4, 2005 forms a part of
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by National Union Fire Insurance Company of Pittsburgh, Pa.

on the Claim to assist the Panel Counsel Firm which will function as "lead counsel" in
conducting the defense of the Claim.

~~With the express prior written consent of the Insurer, an Insured may select (in the
case of the Insured defending the Claim), or cause the Insurer to select (in the case of
the Insurer defending the Claim), a Panel Counsel Firm different from that selected by
other Insured defendants if such selection is required due to an actual conflict of
interest or is otherwise reasonably justifiable.~~

The list of Panel Counsel Firms may be amended from time to time by the Insurer.
However, no change shall be made to the specific list attached to this policy during
the Policy Period without the consent of the Named Organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 5

This endorsement, effective *12:01 a.m. December 4, 2005* forms a part of
policy number *625-03-42*
issued to *DUKE UNIVERSITY*

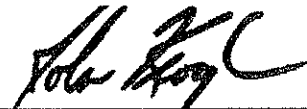
by *National Union Fire Insurance Company of Pittsburgh, Pa.*

"NO LIABILITY" PROVISION DELETED

In consideration of the premium charged, it is hereby understood and agreed that the
policy is hereby amended as follows:

- (1) The Definition of "No Liability" is hereby deleted in its entirety; and
- (2) The last paragraph of Clause 6. RETENTION CLAUSE is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 005

COPY

ENDORSEMENT# 0

This endorsement, effective *12:01 a.m. December 4, 2005* forms a part of
policy number *625-03-42*
issued to *DUKE UNIVERSITY*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

HUMAN CLINICAL TRIALS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any Loss in connection with any Claim(s) alleging, arising out of, based upon or attributable to any Human Clinical Trial; provided, however that the foregoing exclusion shall not apply to Claims made against the directors and officers of the Organization for Non-Indemnifiable Loss, other than Non-Indemnifiable Loss in connection with a Claim for bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;

A. For purposes of this endorsement only, the following definitions shall apply:

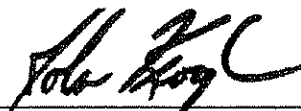
1. "Human Clinical Trial" shall mean any study utilizing humans to provide clinical data for the assessment of a medical treatment, procedure or pharmaceutical.
2. "Non-Indemnifiable Loss" means Loss for which the Organization has neither indemnified nor is permitted or required to indemnify a past, present or future duly elected or appointed director or officer of the Organization pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of the Organization.

For the purposes of determining whether Loss constitutes Non-Indemnifiable Loss, the Organization will be conclusively deemed to have indemnified the past, present or future duly elected or appointed director or officer of the Organization to the maximum extent that the Organization is permitted or required to grant such indemnification pursuant to law, common or statutory, or contract or by the charter or by-laws of the Organization, which are hereby deemed to adopt the broadest provisions of the law which determines or defines such rights of indemnity. The Organization hereby agrees to indemnify the past, present or future duly elected or appointed directors and officers of the Organization to the fullest extent permitted by law including the making in good faith of any required application for court approval.

B. Amendment to Clause 14. OTHER INSURANCE AND INDEMNIFICATION

Coverage as is afforded by this endorsement, which coverage is always subject to all the terms, conditions and exclusions of the policy, shall be specifically excess of any professional liability or errors and omissions insurance or any other insurance providing coverage for such Claims.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

COPY

END 6

ENDORSEMENT# 7

This endorsement, effective 12:01 a.m. December 4, 2005 forms a part of
policy number 625-03-42
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**NORTH CAROLINA CANCELLATION/NONRENEWAL
AMENDATORY ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the Declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is hereby understood and agreed that the cancellation provision of this policy is deleted in its entirety and replaced with the following:

Cancellation

The Insured may cancel this policy by mailing or delivering to the Insurer a written notice of cancellation indicating the date upon which cancellation will be effective.

Policies in Effect for Less Than Sixty (60) Days

The Insurer may cancel for any reason, a policy in effect for less than sixty (60) days if it is not a renewal, by furnishing the Insured with written notice of cancellation at least fifteen (15) days before the effective date of cancellation. The notice must contain the reason for the cancellation.

Policies in Effect for Sixty (60) Days or More

The Insurer may not cancel a policy in effect for sixty (60) days or more except for one or more of the following reasons:

- (1) Nonpayment of premium in accordance with the policy terms;
- (2) An act or omission by the Insured or Other Insured(s) or a representative of same that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy;
- (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (4) Substantial breach of contractual duties, conditions, or warranties that materially affect the insurability of the risk;
- (5) A fraudulent act against the Insurer by the Insured or Other Insured(s) or a representative of same that materially affects the insurability of the risk;
- (6) Willful failure by the Insured or Other Insured(s) or a representative of same to institute reasonable loss control measures that materially affects the insurability of the risk after written notice by the Insurer;

END 007