7. Use and Maintenance of Equipment. The parties shall permit the engineer retained to maintain the transmitter site to access their respective facilities in order to maintain the equipment associated with conveying each party's program audio to the transmitter. Neither party shall be responsible for the maintenance of the other's studio equipment, or for the payment of costs associated with such maintenance, or of upgrades to such equipment.

8. PHS Student Access and Enrichment. Rutgers shall permit PHS staff and students access to its radio production facilities in connection with the production of collaborative instructional or other programming. Such access is to be arranged for and approved by Rutgers in advance. Rutgers shall provide PHS students access to its programs in on-air presentation, radio production, station management and training for PHS students as shall be agreed upon by both parties.

9. Departmental Mentoring. Rutgers shall permit access to its facility by PHS students for the observation of and participation in the general operations of RLC Radio.

10. Conditions of Access. Access by PHS students to the facilities and programs of RLC Radio, as described above, shall be contingent upon the delivery by each participating PHS student of a signed parental consent form.

11. Discontinuation of Operations. In the event that PHS shall determine to discontinue operation of WVPH, PHS shall offer Rutgers the option to acquire the physical assets and intellectual property of WVPH, together with the FCC licenses of WVPH, at a price determined by an appraisal of such assets by a disinterested third-party appraiser experienced in the valuation of radio broadcast stations. In the event that Rutgers shall determine to discontinue operation of RLC Radio, it shall offer PHS the option to purchase the physical assets and intellectual property of RLC Radio at a price determined by an appraisal of such assets by a disinterested third-party appraiser experienced in the valuation of such assets. Jointly-owned equipment shall be valued at fifty percent of its fair market value.

12. Mutual Indemnification. Each party will indemnify and hold and save the other harmless against all loss, cost, liability and damage arising out of or in connection with a breach of the terms and conditions of this Agreement, or of any program material furnished by such party.

13. Term of Agreement. This agreement shall go into effect as of the date of its signing by both parties and shall continue until June 1, 2014, which is the expiration date of the current FCC license for WVPH. On or before April 1, 2014, the parties may enter into a Letter of Intent to renew this Agreement, with or without certain changes, subject to a further renewal of the FCC license for WVPH. If a new agreement is not executed within ninety (90) days of expiration, the terms of this agreement shall be renewed for periods of one (1) year each from the anniversary date of the execution of the agreement until a new