

# Exhibit 24



Board of Trustees

**CONFIDENTIAL**

The Cooper Union  
for the Advancement  
of Science and Art

TO: Cooper Union Board of Trustees and Officers

FROM: Mark Epstein, Chairman

DATE: September 21, 2011

Cooper Square  
New York NY 10003-7120  
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F 212.353.4244  
www.cooper.edu

This is to confirm your understanding that the material discussed at Board of Trustee meetings and Board of Trustee Committee meetings is strictly confidential.

In addition, in connection with your membership in the Board of Trustees and Board of Trustee Committees, you may have access to certain Confidential Information that you will need to know in order to participate in the deliberations of the Board of Trustees and Board of Trustee Committees. For purposes of this Agreement, "Confidential Information" includes: all documents, materials and other information (printed, electronic, oral or otherwise) relating to the Board of Trustees and Board of Trustee Committees including all financial, operational, personnel and other information and data related to The Cooper Union. As a recipient of Confidential Information, you are prohibited from disclosing to any other person or using Confidential Information for any purpose other than your work with the Board of Trustees and Board of Trustee Committees. Upon our written request, you will promptly return to us or destroy all Confidential Material and any other information held by you in connection with The Cooper Union reinvention discussions and activity of the Board of Trustees.

If you are ever in doubt as to whether or not Confidential Information that you have obtained can be disclosed, or has been disclosed, or if you become aware of a breach of these provisions by any member of the Board of Trustees, please consult with me immediately.

You understand that the disclosure by you of Confidential Information could have serious negative repercussions for The Cooper Union, and that money damages may not be a sufficient remedy for any actual or threatened breach of any of the provisions of this Agreement. You therefore agree that The Cooper Union may seek specific performance and injunctive and other equitable relief as a remedy for any such breach. In addition, a breach of your obligations may be grounds for immediate removal from The Board of Trustees.

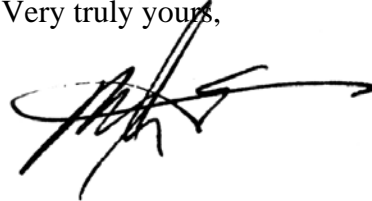
This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You irrevocably and unconditionally consent hereby to submit to the exclusive jurisdiction of the courts of the State of New York located

in the city and county of New York or the United States District Court for the Southern District of New York for any action, suit or proceeding arising out of or relating to this Agreement and hereby further irrevocably and unconditionally waive and agree not to plead in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Please sign below to acknowledge your review and understanding of this letter, and your agreement to abide by these confidentiality restrictions, and return the enclosed copy to Lawrence Cacciatore.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to be 'L. Cacciatore', written over a horizontal line.

Acknowledged and Agreed to:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

Date: \_\_\_\_\_