

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ("the University" or "the Board"), acting for the University of Arkansas, Fayetteville's Athletic Department ("UAF"), and Bret Bielema ("Coach").

WITNESSETH

WHEREAS, the Athletic Department of the University is pleased to be only one of a handful of departments nationally that is self-supporting and does not rely upon appropriated tax dollars or student fees to operate, and the University will meet its obligations under this Agreement with the Athletic Department's self-generated revenues and private funds donated in support of the Athletic Department; and

WHEREAS, the Head Football Coach is an important leader, educator, and professional of the Razorback Football Program who plays a critical role in fulfilling the mission of the Athletic Department in assisting student-athletes achieve their full human potential academically and athletically and in becoming productive adults who make positive lifelong contributions to their communities and society; and

WHEREAS, the University wishes to employ Coach for the period set out below on the terms and conditions hereinafter contained; and

WHEREAS, Coach wishes to accept such employment for such period on the terms and conditions hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties, intending to be legally bound, covenant and agree as

follows.

1. Employment Period. The University hereby employs Coach as Head Football Coach at UAF for the period beginning on December 4, 2012, and ending on December 31, 2018 (the "Term"), subject to the terms and conditions herein set forth. In the event this Agreement is extended upon the mutual written agreement of the parties, the period of the extension shall be included within the meaning of the word "Term" for purposes of this Agreement and subject to all terms and conditions herein set forth. Coach hereby accepts such employment for such period subject to the terms and conditions set forth herein. Coach understands and agrees that the position of Head Football Coach is not a tenured position under Board of Trustees Policy 405.1, and Coach's employment is subject to the terms of this Agreement and the policies of the Athletic Department, the University and the Board of Trustees.

2. Duties and Authority. Coach will carry out the essential duties and responsibilities of the position of Head Football Coach, and he will direct the intercollegiate football program of UAF in keeping with its traditions and policies established by the University, the President, Chancellor, Vice Chancellor and Athletic Director ("Athletic Director") and the rules and regulations of The National Collegiate Athletic Association ("NCAA") and the Southeastern Conference ("SEC"). Coach covenants and agrees to be a loyal employee of the University. Coach acknowledges and agrees that his specifically identified unsatisfactory job performance, refusal to perform his assigned responsibilities, or misconduct of any kind will result in appropriate disciplinary or corrective action. Coach is responsible for using his best efforts to maintain good public relations and sound alumni relations, and for promoting and participating in various alumni events at the request of the

Chancellor or the Athletic Director.

Coach shall have the duty and responsibility for the planning, supervision and coordination of all aspects of the intercollegiate football program at UAF, and the essential functions of his position shall include, but are not limited to, the following:

- (a) Coach shall perform his duties and responsibilities under this Agreement to the reasonable satisfaction of the Athletic Director and Chancellor, including, but not limited to, all responsibilities ordinarily associated with and performed by a head football coach at a member institution of the SEC or other major NCAA Division I institution. Coach shall perform all job responsibilities set forth in this Agreement and assigned by the Athletic Director, including, without limitation, planning, developing, teaching, and supervising student-athletes in practices, games, and in off-field and off-season training and activities; assisting in the development and implementation of recruiting plans and strategies; and in developing and leading a stable and successful football program. Coach shall be responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete successfully in the SEC and against major college competition on a national level.
- (b) Subject to the budgetary limitations of the Athletic Department, the policies and procedures of the Board and UAF, and the consent and prior written approval of the Athletic Director, which shall not be unreasonably withheld, Coach shall have authority to select, employ, and terminate assistant football coaches (which shall include, without limitation, offensive and defensive

coordinators), football strength coaches, the Director of Football Operations, the Assistant Director of Football Operations, the Director of High School Relations, the Director of Football Student Athlete Development, and graduate assistants. In the event the Athletic Director declines to accept Coach's recommendation to terminate any assistant football coach (including, without limitation, the offensive and defensive coordinators), the University agrees to reassign the assistant coach to a non-coaching position within the Athletic Department and that individual's compensation shall be removed from the budget of the football program; provided, however, that this reassignment provision shall only apply in cases in which the University has employed the individual in an assistant coaching position for at least 24 full calendar months. In all other instances, the Athletic Department shall not be required to reassign any assistant football coach if the Athletic Director declines Coach's termination recommendation.

With regard to all other personnel, including, but not limited to, support staff, equipment managers, and trainers, Coach shall be responsible for making recommendations to the Athletic Director regarding the selection, employment and termination of all such personnel. No person shall be employed as an assistant football coach (including, without limitation, offensive and defensive coordinators), football strength coach, Director of Football Operations, Assistant Director of Football Operations, Director of High School Relations, Director of Football Student Athlete Development, or as a graduate assistant until the Athletic Director first has received a favorable clearance for that

person from the NCAA and the SEC. Coach shall be responsible to notify the Athletic Director of a candidate for any such position, and the Athletic Director, in turn, shall be responsible to contact the NCAA and the SEC promptly to obtain the required clearance. Coach shall not personally supplement, directly or indirectly, the salary or compensation of any assistant football coaches (including, without limitation, offensive and defensive coordinators), football strength coaches, the Director of Football Operations, the Assistant Director of Football Operations, the Director of High School Relations, the Director of Football Student Athlete Development, any graduate assistants or any other personnel assigned to work with the football program without the prior written approval of the Athletic Director. Coach shall not violate the rules of the NCAA, the SEC, the University or any applicable state ethics laws by permitting, encouraging, or condoning the solicitation or acceptance by any assistant football coaches (including, without limitation, offensive and defensive coordinators), football strength coaches, the Director of Football Operations, the Assistant Director of Football Operations, the Director of High School Relations, the Director of Football Student Athlete Development, any graduate assistants, any other personnel in the Athletic Department assigned to work with the football program, or any current or prospective student-athletes of gifts of cash or of substantial value or accepting hospitality other than reasonable and permissible hospitality from any person, including, but not limited to, a person who is a “representative of the institution’s athletics interest” as defined by NCAA and/or SEC legislation and

as the same may be amended during the life of this Agreement.

- (c) Coach shall have the authority and responsibility to assign duties and supervise the performance of the assistant football coaches (including the offensive and defensive coordinators) and all other personnel assigned to the football program. Coach shall promote an atmosphere of compliance within the football program, and he shall monitor the activities of all assistant football coaches (including the offensive and defensive coordinators) and non-coaching football administrators and staff members who report, directly or indirectly to him.
- (d) Coach shall: (i) serve as a host of the University's weekly coach's television show during football season (including serving as a host for any pre-season, post-season or other special shows as determined by the Athletic Department); (ii) conduct all radio interviews as requested by the Athletic Department, including, but not limited to, pre-game, post-game, and weekly radio interviews; (iii) serve as the host of a one-hour radio program each week during the football season; and (iv) participate, as assigned by the Athletic Director, in all other forms of programming in all media now existing or hereafter created, including, but not limited to, Internet programming, podcasts, recorded pre-game public service announcements, and other special programming (collectively, the "Programming").
- (e) Coach shall abide by and comply with all current and future "Governing Athletic Rules" (as defined herein) and work cooperatively with the University's Faculty Athletics Representative and compliance personnel on compliance

matters and NCAA and SEC rules education. For purposes of this Agreement, the term “Governing Athletic Rules” shall mean and refer to any and all current and future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the University’s athletics programs as well as any applicable laws enacted by the State of Arkansas and/or the federal government governing intercollegiate athletics. Coach covenants and agrees to personally comply with, and to exercise due care that all personnel and students subject to Coach’s control or authority comply with the Governing Athletic Rules, including, but not limited to, any rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, but not limited to, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and the Governing Athletic Rules relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Coach has knowledge of, or has reasonable cause to believe, that violations of the Governing Athletic Rules, University policies or laws have taken place, Coach shall report same immediately to the Athletic Director and the Senior Associate Athletic Director for Compliance. The University covenants and agrees to designate an Athletic Department

employee as Compliance Officer, part of whose duties will be to assist Coach in fulfilling his obligations under this provision and to respond to questions concerning compliance matters. Coach covenants and agrees to cooperate with such Compliance Officer in compliance matters. If Coach is found to be in violation of the Governing Athletic Rules while employed by the University, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures and subject to other disciplinary action and/or termination as permitted under this Agreement.

- (f) Coach shall exercise due care to avoid inappropriate involvement by himself or any individual (including, but not limited to, student-athletes) under his supervision with non-employee “representatives of the institution’s athletic interests,” which is contrary to the Governing Athletic Rules. The University shall notify Coach of any concerns that it may have regarding such involvement.
- (g) Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by the Governing Athletic Rules over every aspect of the football program. Coach agrees to recognize and respect the reporting relationships and the organizational structure of the University.
- (h) Coach shall make recommendations to the Athletic Director with respect to the scheduling (including dates, places and times) of all UAF’s football games and the selection of the opponent for each game. The Athletic Director shall give serious consideration to Coach’s recommendations, but the Athletic Director shall have the sole responsibility and discretion to approve all opponents subject to any

applicable requirements or approval rights of the SEC.

- (i) Coach shall work in cooperation with and in support of the University's faculty and administrative officials, in meeting academic requirements by the student-athletes who are members of the UAF's football team, which shall include achieving goals for graduation and other academic achievement of student-athletes established by the Athletic Director annually.
- (j) Coach shall assist, as reasonably requested by the Athletic Director, in fundraising activities for the benefit of the Razorback football program. In the event that Coach believes that any such athletically-related duties conflict with Coach's other duties and responsibilities, Coach shall notify the Athletic Director, and the Coach and Athletic Director shall cooperate in good faith to resolve any conflicts.
- (k) Coach shall perform other athletically-related duties that the Athletic Director may assign from time to time including, but not limited to, such duties which will help maximize all sources of athletically-related income for the benefit of UAF, and shall cooperate with the development and adherence to annual department budgets. In the event that Coach believes that any such athletically-related duties conflict with Coach's other duties and responsibilities, Coach shall notify the Athletic Director, and the Coach and Athletic Director shall cooperate in good faith to resolve any conflicts.
- (l) Coach shall serve as the leader of the Razorback Football Program and shall maintain a high standard of conduct to act as a role model for the football student-athletes.

- (m) Coach shall assist the Athletic Director in achieving the goals and objectives of the Athletic Department and UAF.
- (n) Notwithstanding any other provision of this Agreement, Coach acknowledges that Board Policy 410.1, which is incorporated herein by reference, provides that one family member should not participate in decisions to retain, promote, determine the salary, or make other personnel decisions affecting another family member. Accordingly, Coach covenants and agrees that the Athletic Director shall be responsible for all personnel decisions concerning and/or relating to any member of Coach's family who may be employed in the University's Athletic Department during the Term of this Agreement, including decisions to hire, retain, promote, grant a salary increase or any other matter affecting any such individual's employment, including, without limitation, performing or having the Athletic Director's designee perform an annual evaluation; provided, however, that Coach shall have the right to make recommendations regarding all such matters to the Athletic Director subject to the condition precedent that the person's assigned duties and responsibilities are within the football program.

3. Salary and Incentive Compensation. For each year during the Term of this Agreement, Coach shall be paid a salary based upon the line-item maximum salary established by legislative appropriation acts and shall also be paid an additional amount over the line-item salary solely from private funds and funds generated by contracts with vendors of athletic apparel, shoes, and multimedia rights. By entering into this Agreement, the Board shall be deemed to have approved all payments due Coach which shall be in excess of the line-item salary, and to the extent required by law, the Board shall review and approve all payments due

Coach as required under this Agreement which shall be in excess of the line-item salary and derived on an annual basis solely from private funds and funds generated by contracts with vendors of athletic apparel, shoes, and multimedia rights.

Specifically, Coach shall be paid an annual salary from public and private funds in the total amount of Two Million Nine Hundred Fifty Thousand and No/100 Dollars (\$2,950,000.00) payable in twelve (12) equal monthly installments on the last day of each calendar month (the "Annual Salary"). Coach shall also be entitled to incentive compensation, subject to provisions of applicable law or to the extent not prohibited by law, for: (a) Athletic Achievements as set forth in Exhibit A; and (b) Academic Achievements as set forth in Exhibit B. Exhibits A and B are each attached hereto and incorporated herein by reference.

4. Benefits. During the Term of the Agreement, the University will provide Coach with the employment benefits described in this provision and no others. Coach shall be entitled to the following benefits then currently provided to other similarly situated non-classified, non-academic employees: major medical and life insurance; basic coverage under a long-term disability insurance policy at no cost (with employee option to purchase additional coverage); University contribution to TIAA/CREF, Fidelity or other approved retirement program; sick leave; tuition reduction for himself and his dependents; travel allowances; and such other benefits currently provided for non-classified, non-academic employees of the University as may be approved from time-to-time by the Board of Trustees of the University. In the event of any conflict between the terms and provisions of this Agreement and the University's Staff Handbook or other policies, the terms and provisions of this Agreement shall control and take precedence.

5. Automobiles. Coach will be furnished with the use of two (2) loaned vehicles which are similar in terms of make and model to the types of vehicles loaned to other head

coaches, and if possible, are acceptable to Coach's reasonable requests and which are provided to UAF by supporters of UAF's athletics programs. UAF shall withhold from Coach's compensation applicable federal and state taxes on the use of such vehicles as required by the IRS and applicable law.

Coach shall be responsible for following the departmental policy for loaned vehicles, including providing periodic reports of vehicle information as requested by the Athletic Department. Coach shall be required to pay expenses of maintenance, operation and insurance of the loaned vehicles. Upon the expiration or termination of this Agreement, Coach shall return any vehicles to the University or to the dealer at the date and time requested by the University. In the event the loaner vehicle program ends, the University shall no longer be responsible to provide these vehicles; provided, however, that in the event the loaner vehicle program ends, the University shall provide an annual or monthly vehicle stipend to Coach in an amount at least comparable to the fair market value of the vehicle Coach utilized as part of the loaner vehicle program prior to its end. In such event, Coach shall be responsible for all applicable state and federal taxes, and the University shall withhold any such amounts required by law.

6. Tickets. To assist Coach with the duties, responsibilities and obligations of promoting and enhancing the University's football program, for each home football game the University shall make available to Coach, at no cost to him: (a) a skybox suite with twelve (12) seats to all home football games; and (b) twenty (20) complimentary tickets for each home game with seat locations to be determined in the University's discretion. As required by the law, the University shall withhold all applicable federal and state taxes arising under the benefits provided in this provision.

7. Club Memberships. During the Term of this Agreement, Coach shall be entitled

to club memberships at The Blessings and the Fayetteville Country Club provided that such memberships are made available to the University for the benefit of its coaches. The memberships shall be subject to any terms and conditions imposed by The Blessings or the Fayetteville Country Club, including, but not limited to, the right of each entity to revoke its membership. In the event such club memberships are not made available to the University for the benefit of its coaches, Coach shall be entitled to one comparable club membership at his choice and discretion; provided, however, that the club is located in Washington County, Arkansas or Benton County, Arkansas and provided further that sufficient private funds are available to the University to cover the cost of any initial and monthly membership fees. The University shall not be responsible for any monthly food minimums or purchases of goods and services at any club. As required by the law, the University shall withhold all applicable federal and state taxes on the cost of any such memberships.

8. Summer Football Camps. In accordance with Ark. Code Ann. § 6-62-401 (Repl. 2003), Board of Trustees Policy 1715.1, and subject to the execution of the Sports Camp Agreement, each of which is respectively attached hereto and incorporated herein by reference as Exhibits C, D, and E, UAF hereby grants Coach (and/or any corporate entity owned by Coach for the purpose of operating the summer camps) permission to conduct a summer football camp for private compensation on and in campus facilities. If requested, Coach shall provide all information necessary to enable the Board to make the express findings of fact required by Ark. Code Ann. § 6-62-401. The charges paid to UAF by Coach as the direct and indirect costs associated with operating and maintaining the facilities or the summer football camp will be established by the Athletic Director taking into consideration the cost of such facilities, including, but not limited to, labor, food, maintenance, and utilities.

As part of any summer camp, Coach shall ensure that his camp complies with all applicable policies of the Athletic Department and the University, including, but not limited to, the Protection of Minors on Campus Policy and the Background Checks and Substance Abuse Testing Policy, and the Athletic Department Business Office shall provide information and guidance on the relevant policies to Coach. Additionally, Coach's camp shall furnish UAF such reports or information as it might require concerning these camps. Coach shall not be entitled to utilize or receive funds or payments from any outside or corporate sponsors for any camp, to grant any sponsorship or naming rights to any individual or company for any camp, or to create any marketing or business relationships between his camp and any individual or company, unless the Athletic Director grants advance written permission for any such sponsorship or relationship.

Alternatively, at Coach's request and upon the mutual agreement of the parties, the University may operate the summer camp. In such event, the Athletic Department shall provide administrative and organizational support services for the Camp, and Coach shall be responsible to provide teaching and instruction to the campers. The parties will meet and put their respective responsibilities for the camp in writing.

9. Outside Employment. Coach shall devote his entire productive time, ability, and attention to his University duties and responsibilities during the Term of this Agreement. Coach shall not directly or indirectly render any services or work of a business, commercial, or professional nature to any other person, business or organization whether for compensation or otherwise except as specifically permitted under this Agreement. In accordance with Board of Trustees Policy 450.1, which is attached hereto as Exhibit F and incorporated herein by reference, Coach may engage in outside employment that will affirmatively contribute to his

professional advancement or correlate usefully with his University work subject to the terms and conditions set forth in this Employment Agreement. Any such outside employment shall not interfere in any way with Coach's duties or responsibilities as set forth in this Agreement or as assigned by the Athletic Director. Prior to accepting any outside employment, Coach shall first disclose and obtain written approval from the Athletic Director and the Chancellor. Outside employment of Coach shall comply with applicable rules or regulations of the NCAA and the SEC.

In accordance with NCAA Rule 11.2.2 and Board Policy 450.1, as the same may be amended hereafter, and such other rules and policies adopted by the NCAA or the University, Coach shall annually report outside employment for compensation, including all athletically-related income and benefits from sources outside the University, and the time spent on all outside employment, through the Athletic Director to the Chancellor. The report shall include a detailed accounting of all income over Five Hundred Dollars (\$500) received by Coach for participation in any athletically-related activities. The University shall be responsible to provide Coach with the Athletic Department's standard form for such reports and to set the due date to complete and return the form, and Coach agrees to cooperate and to provide timely and complete information in the form.

Coach shall effectively communicate to outside employers that any outside employment is his own independent responsibility and that he is not acting as an agent or representative of the University in such work. University facilities, property, or images of student-athletes and any teams shall not be used in such outside employment except with the prior permission of the Athletic Director or his designee, and payment of appropriate fees may be required. Under no circumstances shall the University guarantee any such outside employment, and any

compensation derived from such outside employment shall not be considered part of Coach's Annual Salary as defined in this Agreement.

All outside employment shall be independent of Coach's employment at UAF, and the University shall have no responsibility or liability for claims arising therefrom. In the event the University dismisses Coach or terminates this Employment Agreement, regardless of the reason or timing of such action, Coach shall have no claim or cause of action against University or its guarantors for loss of any contract or income he may have otherwise received from outside employment, including, but not limited to, consequential, incidental, punitive or any other types of damages of any nature whatsoever.

Without limiting the generality of the foregoing and subject to receiving prior written approval as specified, such outside employment may include, but is not limited to, the following:

- (a) Consulting or Endorsements. Coach may serve on his own behalf as a consultant or may permit the use of his name, voice or image to advertise or endorse products or services (whether or not athletically related) under the following conditions:
 - (i) The company, product or service must be national as opposed to regional in scope; and
 - (ii) The company, product or service may not be in direct competition at the retail (consumer) level with any firm incorporated or based in Arkansas; and
 - (iii) The company may not provide a service or product which competes with a service, product or benefit for which the University, the Athletic Department, its supporting foundation, approved marketing contractor or multi-media rights holder has a contract for the benefit of the Athletic Department or the University, unless a written waiver of this provision is granted by the Athletic Director or his designee; and
 - (iv) The endorsement or advertisement must not conflict with any University, Athletic Department, its supporting foundation, approved marketing contractor

or multi-media rights holder contracts, including, but not limited to, any qualified sponsorship agreements and/or any sports marketing agreements or arrangements; and

- (v) The exposure must not be detrimental to the University or the Athletic Department in any way and must be in good taste; and
- (vi) Approval of such consulting or endorsements must be obtained in advance from the Athletic Director or his designee in advance of the agreement and/or the provision of such services; and
- (vii) Any consulting or endorsements (whether written, verbal or otherwise) shall not violate any SEC or NCAA rules, including, but not limited to, NCAA Bylaw 11.3.2.4 or other applicable NCAA or SEC rules and regulations.

Notwithstanding any other provision of this Agreement, Coach acknowledges that UAF has contracted with and entered into qualified sponsorship agreements with manufacturers and/or vendors of athletic apparel, shoes, beverages and other products, and Coach will not contract directly as a consultant for such products and services or for the endorsement of such products and services unless granted advance written permission by the Athletic Director or his designee. Coach further agrees that UAF may, in the future and during the life of this Agreement, seek to modify, extend or enter into new contracts (including, but not limited to, qualified sponsorship agreements) with manufacturers and/or vendors of athletic apparel, shoes and other products and, if permitted by applicable law, may utilize all or a part of the cash proceeds from such contracts to pay part of Coach's Annual Salary hereunder or for the benefit of the Athletic Department, and Coach covenants and agrees to cooperate with the University. Coach agrees to be bound by and cooperate with the University in fulfilling the terms and conditions of any existing or future Athletic Department related agreements, including, but not limited to, contracts between the University and manufacturers or vendors of athletic apparel, shoes, beverages or other products as well as any sports marketing agreements or arrangements.

(b) Speaking Engagements. With the University's prior written approval for outside employment, Coach may agree to make appearances and/or speeches for a fee, so long as such appearances or speeches are not inconsistent with the interests of the University. Coach shall use his best efforts to perform such speaking engagements in a professional way and manner.

10. University's Right to Use or Authorize the Use of Coach's Name, Image, and Likeness. Coach hereby grants, and the University accepts, a perpetual, royalty-free license anywhere in the universe to use Coach's name, likeness and image (the "License"). The scope of the License shall include, but not be limited to, the right: (a) to promote and develop the Razorback brand, the Razorback Football Program, the Athletic Department, and the University; and (b) to comply with any contracts or sponsorship agreements entered into between the University and any sponsor, manufacturer or vendor of athletic apparel, shoes, beverages or other products and services; and (c) to advance the best interests of the University, including, but not limited to, the right to authorize, sublicense, or grant any sponsor, manufacturer or vendor the right to use Coach's name, likeness or image for the purpose of promoting the athletic apparel, shoes, beverages or other products and services supplied to the University; provided, however, that any such use of Coach's name, likeness or image is in good taste and does not reflect negatively upon Coach or the University. Coach agrees that he shall not have the right to enter into any endorsement or consulting agreements with any competitors of the University's exclusive sponsors, manufacturers, vendors and/or suppliers of athletics apparel, shoes, beverages or other products and services. Following the expiration or termination of this Employment Agreement, the University shall have the continued right to use the name, likeness, and image of Coach in connection with promoting and preserving the

history of the Razorback Football Program and to comply with any legal obligations then existing upon the expiration or termination of the Agreement.

Additionally, the scope of the license granted to the University shall include the perpetual right to use Coach's name, likeness and image in all Programming created, in any medium, at any time during the life of this Agreement, including, but not limited to, the right to sell game footage or videos containing images of Coach after the expiration or termination of the Agreement for any reason. Except as expressly permitted herein, however, the University shall not have the right to use Coach's name, likeness and image following the expiration or termination of this Agreement for purposes of marketing any new products or items (exclusive of any products or items in existence prior to the termination or expiration of this Agreement) without Coach's prior written approval. The parties agree to cooperate in good faith to resolve any issues of concern regarding the use of Coach's name, likeness or image following the termination or expiration of this Agreement.

11. Use of University Trademarks. Nothing in this Employment Agreement or any amendments hereto shall constitute permission or a license for Coach to use or to authorize third parties to use the University's trademarks, logos or other indicia of intellectual property in connection with any outside employment or otherwise, including, without limitation, any derivative marks. Under all circumstances, a license to use the University's trademarks, logos and/or other indicia of intellectual property must be obtained from and approved by the appropriate University trademark and licensing officials or an agent of the University authorized to contract on behalf of the Board of Trustees.

12. Annual Evaluation. On an annual basis, the Athletic Director shall evaluate Coach, either verbally or in writing, within thirty (30) days following the conclusion of the team's

regular season or post-season play, whichever is later, or as soon as reasonably possible thereafter and will discuss the evaluation with the Coach. The failure to comply with this provision, however, shall not be construed or interpreted to extend the Term of this Employment Agreement or as a violation of this Employment Agreement.

13. Dismissal For Cause. Coach agrees that UAF has the right to dismiss Coach and terminate this Employment Agreement for cause under this section at any time prior to the expiration of the Employment Agreement. For purposes of this section, “for cause” shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of UAF:

- (a) Material and adverse neglect or inattention by Coach of the standards, duties or responsibilities expected of University employees, including, but not limited to, all duties set forth in this Employment Agreement and assigned from time-to-time by the Athletic Director, after written notice of any such neglect or inattention has been given to Coach, and Coach fails to cure the identified deficiencies within seven (7) calendar days after receiving the written notice.
- (b) Any material or intentional or reckless breach by Coach of the terms and conditions of this Employment Agreement, including, but not limited to, failure to comply with all NCAA and SEC rules and regulations if Coach fails to cure the identified deficiencies within seven (7) calendar days after receiving the written notice from UAF; provided, however, that such notice and opportunity to cure shall be provided to the extent that any such material or intentional or reckless breach by Coach of the terms and conditions of this Employment Agreement are capable of being cured.
- (c) Knowing participation in significant or repetitive violations of the NCAA or SEC constitution, by-laws, rules, regulations, or interpretations thereof by the NCAA or SEC.
- (d) Failing to comply with NCAA Bylaw 11.1.2.1. as the same may be amended from time to time.
- (e) Conduct or omission(s) by Coach which constitute a Level I or Level II violation under the NCAA’s enforcement structure effective August 1, 2013 (or major violation under the NCAA’s pre-August 1,

2013 enforcement structure), or may lead to an NCAA finding of a Level I or Level II violation (or major violation), of one or more of the Governing Athletic Rules or the University's interpretation thereof, including, but not limited to, multiple Level III or Level IV violations of the Governing Athletic Rules considered collectively to be a Level I or Level II violation (or multiple secondary violations of the Governing Athletic Rules under the NCAA's pre-August 1, 2013 enforcement structure considered collectively to be a major violation), whether the conduct occurred during Coach's employment with the University or another NCAA-member institution.

- (f) Failure of Coach to report promptly to the Athletic Director or Athletic Department Compliance Office any actual knowledge of or reasonable cause to believe that violations of the Governing Athletic Rules or University policies have been committed or are being committed by himself or others.
- (g) Conviction of a crime under federal or state law, excluding minor traffic offenses not involving the alleged use of alcohol or drugs.
- (h) Prolonged absence from duty without the consent of the Athletic Director or his designee.
- (i) Engaging in unreasonable conduct in willful disregard or deliberate indifference for the welfare and safety of the University's football student-athletes, including failure to adhere to the NCAA principle of student-athlete well being.
- (j) Committing one or more acts of fraud in the performance of Coach's duties and responsibilities under this Employment Agreement, including, but not limited to, the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept, or maintained by University policy, the Governing Athletic Rules, law or other documents or records pertaining to any prospective student-athlete, student-athlete, including, for example and without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or knowingly disregarding any fraudulent or dishonest acts by other coaches, student-athletes, or any individuals, if any, under Coach's control or authority.
- (k) Soliciting, placing or accepting by Coach of any bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool or any other individual or means.
- (l) Providing any information or data regarding the football program, any

other athletic program at the University or any information concerning or relating to any University student-athletes to any person or entity known to Coach or that should have reasonably been known to Coach to be a gambler, bettor, bookmaker or any agent or runner for such individuals or entities or associating with such individuals and/or entities.

- (m) Selling, using or possessing by Coach of any illegal substances, including, but not limited to, narcotics, drugs, controlled substances, steroids or the sale, use or possession of any such substances that violate the University's policies or the Governing Athletic Rules.
- (n) Knowingly allowing or disregarding the sale, use or possession by any coach or student-athletes of any illegal substances, including, but not limited to, any narcotics, drugs, controlled substances, steroids or the sale, use or possession of any such substances that violate University's policies or the Governing Athletic Rules.
- (o) Encouraging, condoning or instructing, whether directly or indirectly, any assistant football coach, football staff member, prospective student-athlete, student-athlete, or any individual or entity not to cooperate, be forthcoming, or truthful in any inquiries or information gathering activities concerning any matters that are relevant to the University's athletic programs or another institution's athletic programs that are conducted by any governmental entities, law enforcement agencies or any other governing bodies or officials, including, but not limited to, the University, the NCAA, the SEC or other officials or governing organizations with authority over the University's athletic programs or that may be required by law, University policies, or the Governing Athletic Rules.
- (p) Engaging in any act that constitutes a prohibited conflict of interest by Coach under the policies of the Board of Trustees and UAF or under applicable law, including, for example and without limitation, failing to obtain prior approval to engage in outside employment or endorsing a product, good or service for a company in direct competition with a sponsor of the Athletic Department.
- (q) Providing false, misleading, or incomplete information relevant to the conduct of UAF's business, including, but not limited to, information provided by Coach to UAF during the interviewing and hiring process, if Coach knew or should have known the information was false, misleading, or incomplete.
- (r) Otherwise engaging in conduct, as solely determined by the University, which is clearly materially and adversely contrary to the

character and responsibilities of a person occupying Coach's position or which materially and adversely affects the reputation of the University or UAF's athletics programs in any way.

The procedures for dismissal for cause are attached hereto as Exhibit G and are incorporated herein by reference. In the event of dismissal for cause, all obligations of the University under this Employment Agreement shall cease immediately, including, but not limited to, the duty to pay Coach any Annual Salary, the duty of the University's third-party guarantor to pay any guaranteed amounts, any incentive compensation owed pursuant to athletic department policy or any other amount or sum whatsoever; provided, however, that the University shall pay Coach any amount of the Annual Salary earned and owed to Coach for work completed prior to the effective date of the termination for cause.

14. Other Disciplinary Action. The University may take other disciplinary or corrective action short of dismissal for cause in the event of the occurrence of any act or event which could be grounds for dismissal for cause under this Employment Agreement or for failing to report a Level III or Level IV violation under the NCAA's enforcement structure effective August 1, 2013 (or secondary violation under the NCAA's pre-August 1, 2013 enforcement structure) under the NCAA or SEC constitution, by-laws, rules, regulations or interpretations thereof by the NCAA or SEC, within a reasonable amount of time of his learning of such violations. Other disciplinary or corrective action may include, but is not limited to, the following: suspension for a period of time without pay; reduction of salary; monetary sanctions; public or private reprimand or other disciplinary or corrective action which may be authorized by the provisions of any NCAA legislation or University policy.

15. Termination for Convenience by the University.

(a) The Total Guaranty Payment. By giving written notice to Coach, the University

shall have the unilateral right to terminate this Agreement for any reason at any time. In the event the University terminates this Agreement under the provisions of this Section 15, the University covenants and agrees to provide, and Coach covenants, agrees and does hereby accept, the guaranty of The Razorback Foundation, Inc. (“Razorback Foundation”), or other financially responsible third party arranged by the University, for the amounts set forth below as full and complete satisfaction of any obligations of the University of any nature whatsoever; provided, however, that Coach shall be entitled to receive any compensation earned, but not yet paid, under this Agreement (including, but not limited to, any incentive compensation), prior to the date of termination. Further, Coach covenants and agrees that, in the event the University exercises its right to terminate this Agreement for convenience at any time, Coach will accept the guaranty of the Razorback Foundation, for the amounts set forth below, as provided in the Personal Services and Guaranty Agreement (“Guaranty Agreement”) and any amendments thereto as entered into between Coach and the Razorback Foundation or other financially responsible third party in full and complete satisfaction of any obligations of the University.

If the University terminates Coach for its convenience, then the sums owed to Coach under the Guaranty Agreement shall be based upon the following sums:

<u>YEAR</u>	<u>AMOUNT</u>
First Contract Year (12/04/12-12/31/13)	\$12,800,000.00
Second Contract Year (1/1/14-12/31/14)	\$12,800,000.00
Third Contract Year (1/1/15-12/31/15)	\$12,800,000.00
Fourth Contract Year (1/1/16-12/31/16)	\$9,600,000.00
Fifth Contract Year (1/1/17-12/31/17)	\$6,400,000.00
Sixth Contract Year (1/1/18-12/31/18)	\$3,200,000.00

The foregoing amounts shall be paid on a non-cumulative basis beginning with the effective date of the termination for convenience in accordance with the foregoing schedule and subject to the terms and conditions of this provision (the "Total Guaranty Payment" as defined herein). The total amount of the Total Guaranty Payment owed to Coach as of the effective date of the termination shall be determined by the following formula: The numerator shall be the full amount of the Guaranty Payment identified in the foregoing chart depending upon the year of termination and shall be divided by the denominator, which shall be the total number of months of the Term of the Employment Agreement (with any partial months being pro-rated), to yield the "Monthly Value of the Total Guaranty Payment." The Monthly Value of the Total Guaranty Payment shall then be multiplied by the number of months remaining on the Term (with any partial months being prorated) as of the effective date of the termination to yield the "Total Guaranty Payment." The Total Guaranty Payment shall be paid to Coach in equal monthly installments on the last calendar day of each month (with any partial months being pro-rated) as determined from the effective date of the termination for convenience through the remaining balance of the Term. Notwithstanding any other term or condition in this Agreement, Coach shall have an affirmative duty of mitigation to diligently seek and accept other employment in the event this Employment Agreement is terminated for convenience as well as an obligation to comply with any mitigation and/or other conditions set forth in the Guaranty Agreement. No other amounts beyond the Total Guaranty Payment shall be owed to Coach.

In consideration of the Total Guaranty Payment to be paid by the University's third-party guarantor, Coach shall, and does hereby, release and discharge the University, its Trustees, officers and employees from and against any liability of any nature whatsoever related to or arising out of this Agreement and/or any amendments hereto, Coach's employment at

UAF, and Coach's termination for convenience of the University hereunder, including, but not limited to, the following: any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law. Coach further covenants and agrees that he knowingly and voluntarily accepts the guaranty, after consulting with his legal counsel, in full and complete satisfaction of any and all obligations of the University and as an alternative to the time, expense, and trouble of any future litigation. Coach acknowledges and intends for the University to rely upon this provision in entering into this Agreement.

Without limiting the foregoing release and as a condition precedent to receiving any portion of the Total Guaranty Payment, Coach covenants and agrees to sign a release and waiver agreement discharging the Board of Trustees of the University of Arkansas and its Trustees, officials, representatives, and employees in their individual and official capacities, the University of Arkansas, Fayetteville and its officials, representatives, and employees in their individual and official capacities as well as The Razorback Foundation, Inc. and its officers, directors and employees (collectively, "The Released Parties") from and against any and all claims, causes of action or liabilities of any nature whatsoever in any way arising out of or related to the Employment Agreement, Coach's termination for convenience, any aspect of Coach's employment with the University or any other issue that Coach raises, might raise or might have raised against any and/or all of The Released Parties, including, but not limited to, the following: any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law. Coach acknowledges that this provision is a material term of the Employment Agreement and the University would not enter into the Employment Agreement without Coach's assurance to execute a release and waiver

agreement in exchange for the Total Guaranty Payment. Coach intends for the University to rely upon this provision in entering into the Employment Agreement.

Coach further covenants and agrees that, regardless of whether Coach has executed a written release and waiver agreement, any exercise of ownership or control by Coach over any partial or total payment of the Total Guaranty Payment (including, but not limited to, accepting or depositing any partial or complete payments of the Total Guaranty Payment) shall constitute an act of ratification and/or sufficient and valuable consideration which absolutely and unconditionally forever releases, discharges and waives any and all alleged liability of any of The Released Parties from and against any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law) relating to or arising out of the Employment Agreement, Coach's employment at UAF, and Coach's termination for convenience of the University for any and all such claims which arise or may have arisen between the period beginning on the date of Coach's initial employment and the date of Coach's termination for convenience during the initial Term or any extension of the Employment Agreement; provided, however, that Coach does not waive any rights with respect to any unpaid portions of the Total Guaranty Payment that are owed to him.

If the University terminates Coach for convenience and Coach files a lawsuit against any or all of The Released Parties, then Coach shall not be entitled to any of the Total Guaranty Payment, including any amount previously paid or scheduled to be paid in the future. If Coach or any person acting for Coach makes any threat or initiates any litigation against any of The Released Parties, then Coach covenants and agrees to repay all of the Total Guaranty Payment actually received by Coach as of the date of the threat or the initiation of such litigation and to

waive all further payments of the Total Guaranty Payments as of the threat of litigation or the date a lawsuit is filed, whichever is earlier in time.

Without limiting the generality and applicability of the foregoing provisions, Coach covenants and agrees that the University's offer and his acceptance of any extension of the Term of the Employment Agreement or Coach's continued employment at the University following the expiration of the Term shall be sufficient and valuable consideration which shall operate as an automatic, absolute and unconditional release, discharge and waiver of any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any Federal or state constitutions, laws, regulations, common law, or any other provision of law) which Coach has or might have asserted against any of The Released Parties prior to accepting any extension of the Term of the Employment Agreement or Coach's continued employment at the University following the expiration of the Term; provided, however, that this release shall not apply to any compensation earned, but not yet paid, prior to Coach's acceptance of any extension of the Term of this Employment Agreement or his employment beyond the Term.

(b) Offset. The parties covenant and agree that the Total Guaranty Payment paid to Coach paid by the University's third-party guarantor shall be offset and reduced on a monthly basis by the gross compensation earned by Coach personally or through business entities owned or controlled by Coach from employment as a head or assistant coach or as an administrator either at a college or university or with a professional sports organization (collectively referred to hereafter as a "Coaching Position"). For purposes of this provision, "gross compensation" shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Coach by an employer, including by a business entity owned by

or controlled by Coach, consulting fees, honoraria, fees received by Coach as an independent contractor, or other income of any kind whatsoever from a Coaching Position. While the University's third-party guarantor's obligation to pay the Total Guaranty Payment remains in effect, within fourteen (14) calendar days after accepting any employment in a Coaching Position and within fourteen (14) calendar days after the end of each month thereafter, Coach shall furnish to the University and its third-party guarantor an accounting or report of all gross compensation received by Coach during the immediately preceding month from the Coaching Position. The University's third-party guarantor shall reduce the amount of the monthly Total Guaranty Payment due and payable to Coach based upon the gross compensation for the immediate previous month as reflected in the Coaching Position gross compensation report. If Coach fails or refuses either to notify the University or its third-party guarantor of Coach's employment in a Coaching Position or to furnish the monthly Coaching Position gross compensation reports after receiving a formal, written request to do so from the University's third-party guarantor, then after giving Coach fourteen (14) days written notice, the obligation of the University's third-party guarantor to continue paying the total Guaranty Payment shall cease immediately.

16. Termination By Coach.

(a) Termination Without Cause by Coach – Salary Repayment. Subject to the terms and conditions of this provision, Coach may terminate this Employment Agreement without cause by providing written notice to the Athletic Director one (1) day prior to the effective date of the termination. In its sole discretion, the University may waive or consent to shorter notice periods. In the event Coach terminates this Employment Agreement without cause, then Coach shall not be entitled to receive any compensation or benefits of any nature whatsoever under this Employment

Agreement following the effective date of the termination, and Coach shall be obligated to repay the amounts herein set forth. Due to disruption and harm that would be caused to the football student-athletes, the Razorback Football Program, the Athletic Department and the University, Coach covenants and agrees that the right to terminate this Employment without cause shall not apply during the Razorback football team's regular season. For purposes of this provision, the term "regular season" shall mean the period of time beginning one month prior to the first game of the season and ending at the conclusion of the final regular season game each year during the life of this Employment Agreement. For clarity, any post-season competition, including, but not limited to, any bowl games, shall not be included within the meaning of the "regular season."

In the event Coach terminates this Agreement to accept a coaching or administrative position with a college, university or professional sports organization at any time prior to the final day of the Term of this Agreement on December 31, 2018, other than due to Coach's death, disability or illness that prevents him from fulfilling his duties as Head Football Coach, then Coach: (i) shall not be entitled to receive any compensation or benefits of any nature whatsoever under this Employment Agreement following the effective date of the termination; and (ii) shall be liable to the University for the re-payment of the amounts specified in the following schedule:

<u>YEAR</u>	<u>AMOUNT</u>
First Contract Year (12/04/12-12/31/13)	\$3,000,000.00
Second Contract Year (01/01/14-12/31/14)	\$2,500,000.00
Third Contract Year (01/01/15-12/31/15)	\$2,000,000.00
Fourth Contract Year (01/01/16-12/31/16)	\$1,500,000.00
Fifth Contract Year (01/01/17-12/31/17)	\$1,000,000.00
Sixth Contract Year (01/01/18-12/31/18)	\$500,000.00

The foregoing amounts shall be paid on a non-cumulative basis beginning with the effective date of Coach's termination of this Agreement (the "Coach's Payment") and any partial years shall be prorated. The Coach's Payment amount shall be payable in full to the University within 90 days following the effective date of Coach's termination of this Agreement.

Coach covenants and agrees that the University will commit substantial financial resources to the success of the Razorback Football Program (including, but not limited to, hiring and paying offensive and defensive coordinators and other assistant football coaches) and that if Coach terminates this Employment Agreement, to accept other employment as set forth hereinabove, the University will suffer damages the amount, nature and extent of which is difficult to determine and which may include, but not be limited to, additional expenses to search for and employ another Head Football Coach, salary or other compensation to hire another Head Football Coach, tangible and intangible detriment to the Razorback Football Program and the support of its fans and donors. Accordingly, the parties covenant and agree that the amount of salary repayment to the University hereunder is fair and reasonable. In consideration of payment of the foregoing amounts, the University will release Coach from any further obligations under this Agreement and will also release Coach's new employer, from any claims or actions that the University might have against such employer. Likewise, Coach will release the University, its employees, officers, trustees and any third-party guarantor from any obligations hereunder or under any guaranty agreement.

(b) Termination for Cause by Coach. Coach reserves the right to terminate this Agreement for cause for the following reasons without the necessity of his payment of amounts contemplated in Section 16(a), above:

- i. If the University fails to pay or to provide for the payment of any portion Coach's Annual Salary or any other compensation, when due, as required under this Agreement. In the event of the University's failure to make any payment due and owing under this Agreement, the University shall have thirty (30) days to cure such non-performance after Coach notifies the University of its failure to make a payment when due. If the University fails to cure, the University shall be in default of this Agreement, and Coach may, in his sole discretion, terminate this Agreement for cause.
- ii. In the event that the University changes its status as a member of the Division I Football Bowl Subdivision of the NCAA to a lesser divisional status; provided, however, that this provision shall not apply if the NCAA changes its divisional classifications, and the University remains in a divisional status that is similar to or greater than its current status as a member of the NCAA Division I Football Bowl Subdivision.
- iii. In the event the University changes its conference affiliation from the SEC to another conference, other than a conference of similar stature as the SEC, such as the ACC, Big 10, PAC 12, or Big 12.
- iv. In the event that the NCAA Division I Committee on Infractions finds the University responsible for a major violation (or a Level I or Level II violation in the new rules enforcement structure) of NCAA legislation and reduces the number of scholarships and/or imposes a post-season bowl ban based upon rules violations that solely occurred prior to December 4, 2012, and for which Coach and/or his staff are found not to have any responsibility, then Coach may

terminate this Agreement for cause if any such sanctions are not overturned upon the completion of the NCAA appellate process and/or any legal actions.

17. Disability of Coach. The University provides a long-term disability insurance policy for basic coverage to all benefits-eligible employees, including Coach, at no charge to the employees. All benefits-eligible employees, including Coach, have the option to purchase additional long-term disability coverage at their own expense. In the event Coach becomes disabled and unable to perform the essential functions of his position, with or without reasonable accommodations, during the Term of this Employment Agreement, the University shall continue to provide Coach's Annual Salary and all benefits required by this Employment Agreement until such time as an eligibility determination for Coach to receive basic coverage benefits (or additional coverage purchased by Coach) is made; provided, however, that the following conditions are met: (a) the University continues to provide basic coverage under the long-term disability policy to all benefits-eligible employees; and (b) Coach and/or his personal representatives shall cooperate and take all necessary steps to receive the basic coverage (or additional coverage purchased by Coach). During the waiting period (expressed as a period of days or months) under such disability insurance policy, Coach covenants and agrees that the University may reassign and/or place Coach on paid administrative leave in a non-coaching position at the same Annual Salary and benefits. The University's obligation to pay Coach his Annual Salary and provide benefits as required by this Employment Agreement shall cease on the last working day of the month immediately preceding the month of Coach's initial payment under the long-term disability policy. If Coach's application for coverage is denied, Coach shall exercise all of his appeal rights under the policy. If Coach is not deemed eligible under the disability insurance policy, then the appropriate University officials and Coach shall meet to discuss the

matter and Coach's employment status, including, but not limited to, all issues under the Americans with Disabilities Act and any other applicable law.

Additionally, for the avoidance of any doubt, if Coach terminates this Agreement due to a disability or illness that prevents Coach from fulfilling his obligations, then Coach shall not be responsible to repay any portion of the Coach's Payment as provided in this Employment Agreement ("Repayment Exception"); provided, however, if Coach invokes this provision and terminates this Agreement due to a disability or illness but accepts another coaching or administrative position with a college, university or professional coaching organization at any time within 12 months thereafter, then the Repayment Exception shall not apply, and Coach shall be responsible to comply fully with the Coach's Payment obligation of this Employment Agreement.

18. Death of Coach. This Employment Agreement and any amendments hereto shall terminate automatically in the event of Coach's death before the end of the Term or any extensions of the Term. In the event of his death, Coach directs the University to pay any final compensation owed to Coach prior to his death to his estate.

19. Covenant Not to Compete. The parties covenant and agree that the University is a member of the SEC and competes against other SEC member institutions for students, faculty, and staff. Additionally, the parties covenant and agree that the University's football program competes against other SEC member institutions for prospective student-athletes, financial support, and prestige. The parties further covenant and agree that the competitiveness and success of the University's football program affects the overall financial health and welfare of the Athletic Department and that the University maintains a vested interest in sustaining and protecting the well-being of its football program, including, but not limited to, the recruitment

of prospective student-athletes to the institution and the financial integrity of its athletics programs. To avoid harming the University's interests, Coach covenants and agrees that this covenant not to compete shall be in full force and effect during the period of time beginning on December 4, 2012, and ending on December 31, 2018, and shall survive Coach's termination of the Agreement prior to the expiration of the Term or any mutually agreed upon extensions of the Term for any reason whatsoever. Coach and/or any individual or entity acting on Coach's behalf, shall not seek or accept employment in any coaching capacity with any other member institution of the SEC. For purposes of this covenant not to compete, the University and Coach agree that it shall apply only to the 14 member institutions of the SEC existing as of December 4, 2012. This covenant not to compete, however, shall not apply if the University exercises its right to terminate this Agreement for convenience or if Coach terminates this Agreement for cause based upon the University's material breach of this Agreement.

Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the University or the members of the Board of Trustees or any University officials, representatives or employees. In the event of a breach or threatened breach of this provision, the University shall be entitled to injunctive relief as well as any other applicable remedies at law or in equity. Coach understands and agrees that without such protection, the University's interests would be irreparably harmed, and that the remedy of monetary damages alone would be inadequate. This covenant not to compete shall be independent of any other provision of this Agreement, and the existence of any claim or cause of action by Coach against the University, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this provision by the University.

20. Covenant Not to Disclose Trade Secrets. By virtue of his position, Coach

covenants and agrees that non-public information, which provides a competitive advantage to the Razorback Football Program, will be created, developed and entrusted to him during the course of his paid employment with the University. Coach covenants and agrees that such information includes, but is not limited to, the following: the Razorback Football Program's methods; processes; operations; recruiting programs; computer and video programs; future plans; prospective student-athlete contact lists; coaching contact lists; current student-athlete contact lists; playbooks; signals; recruiting techniques; player development programs (including, but not limited to, nutrition programs, strength-building, and position coaching); coaching and leadership philosophies and practices; practice drills; training techniques; offensive and defensive schemes; game plans and game plan techniques; prospect and player evaluation systems; and pre-game, in-game, and post-game coaching practices and strategies; training sequences and methodologies; (collectively, "Trade Secrets"). Individually and collectively, Coach acknowledges and agrees that all such information constitutes Trade Secrets under Arkansas law and has an independent economic value to the University's competitors throughout the SEC. Coach agrees that he may create and learn of information constituting Trade Secrets while employed and paid as the Head Football Coach of the Razorback Football Program.

Coach further covenants and agrees that such information and Trade Secrets give the University's Razorback Football Program a competitive advantage over its competitors, and Coach, therefore, covenants and agrees to treat such information confidentially under this Agreement and to protect the University. Coach covenants and agrees not to misappropriate, use, share or disclose any such information and/or Trade Secrets to any other member institutions comprising the SEC or any of their respective personnel, including, but not limited

to, any coaches, for the period of time comprising the Term (including any extensions) of this Employment Agreement (regardless of whether Coach remains employed for the length of the Term). Coach further agrees that, because Coach's services under this Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to the University of which cannot be reasonably or adequately compensated in damages in an action at law, and because disclosing any such confidential information or Trade Secrets would place the University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from sharing or disclosing any Trade Secrets with any Division I Football Bowl Subdivision college or university.

21. Prior Notification to Athletic Director. Without limiting any of the foregoing provisions of the Employment Agreement, during the Term of this Employment Agreement, Coach and/or any individual or entity acting on Coach's behalf shall not communicate, whether directly or indirectly, with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any coaching position without first receiving permission from the Athletic Director. Moreover, once Coach and/or any individual or entity acting on Coach's behalf receives permission to communicate, whether directly or indirectly, with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any coaching position, the Coach (or anyone or any entity acting on his behalf, whether directly or indirectly) must wait at least 24 hours from the time he receives permission until the time any such communications may begin. The failure to comply with this provision shall be a material

breach of this Employment Agreement entitling the University to terminate Coach for cause.

22. Indemnification. Coach covenants and agrees to indemnify and hold the University harmless from and against any and all claims of any nature whatsoever which Coach's former employers have asserted, might assert or might possibly assert against the University with regard to the University's hiring and employment of Coach. The University shall give Coach reasonable notice of any demands, claims or the filing of any litigation as soon as possible. The indemnification required under this provision shall be limited to the amount of any judgment actually rendered against the University. With respect to any such claims, demands or litigation, the University and Coach will cooperate and participate jointly in the defense of any such action. Further, the University and Coach shall each be responsible for their respective attorneys' fees and costs in the defense of any such action. The fact that this indemnification provision is included in this Agreement shall not be deemed, construed, interpreted or operate as an admission of liability by the University or Coach, and any such alleged liability is expressly denied by each of the parties.

23. Severability. If any provision of this Employment Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision, however, shall not affect any other provision of this Employment Agreement or any amendment hereto, and this Employment Agreement and any amendments hereto shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

24. Non-Assignment. Neither party may assign this Employment Agreement without the prior written consent of the non-assigning party, except that the University may

assign this Agreement in the event of a merger or reorganization of the University.

25. Applicable Law and Immunities. This Employment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Arkansas without regard to its choice of law principles. Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of any immunities to suit available to the University and/or its Trustees, officials and employees (in both their official and individual capacities).

26. Binding Effect. This Employment Agreement binds and is for the benefit of the University and its successors, assigns and legal representatives and of Coach and his heirs, assigns, and personal representatives.

27. Notices. All notices, requests, demands, and other communications permitted or required by this Agreement will be in writing, and either (a) delivered in-person; (b) sent by overnight delivery service providing receipt of delivery; or (c) mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications, unless otherwise designated in writing, will be sent to:

If to University:

Vice Chancellor and Director of Athletics
P.O. Box 7777
University of Arkansas
Fayetteville, AR 72702

With copies to:
Office of the General Counsel
421 Administration Building
University of Arkansas
Fayetteville, AR 72701

If to Coach:
Bret Beliema
Fred W. Smith Football Center
270 North Razorback Road
FBAC 242
University of Arkansas
Fayetteville, AR 72701

or

Bret Beliema
P.O. Box 7777
Fayetteville, AR 72702

With copies to:
Neil M. Cornrich
NC Sports, LLC
One Chagrin Highlands
2000 Auburn Drive, Suite 315
Beachwood, Ohio 44122

Either party may amend his or its address for giving notice by providing written notice of any new address to the other party.

28. Headings. The paragraph headings contained in the Employment Agreement or any amendment thereto are for reference purposes only and shall not affect in any way the meaning or interpretations of the Employment Agreement. The Recital Clauses set forth at the beginning of this Employment Agreement are substantive provision that shall be given full meaning and effect and construed in harmony with all other provisions of this Employment Agreement.

29. Authority. Each party warrants and represents that he or it has the full right, power and authority to enter into this Employment Agreement and make the agreements in this Employment Agreement.

30. Entire Agreement and Amendment. This Employment Agreement contains the

entire agreement between the parties and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. This Employment Agreement may not be modified or changed, nor may the Term of this Employment Agreement be extended, except by a written instrument signed by both parties and agreed to by the Athletic Director, the Chancellor, and the President. Each party represents and warrants that it has not been influenced by any person to enter into this Agreement, nor relied on any representation, warranty, or covenant of any person except for those representations, warranties, and covenants of the parties set forth in this Agreement. The failure of either party to require performance by the other party of any provision of this Employment Agreement or any amendment hereto shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any provision of this Employment Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision. Each party covenants and agrees as follows: (a) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of this Agreement; (b) that if either party has or develops an expectation contrary to or in addition to the provisions of this Employment Agreement, such party shall have a duty to immediately give notice to the other party; and (c) that if either party fails to obtain an amendment to this Employment Agreement after having developed an expectation contrary to or in addition to the provisions of this Employment Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding agreement between the University and Coach. The course of dealing between the University and Coach will not modify or amend this Employment Agreement or any amendment hereto in any respect.

31. Time. Time is of the essence with regard to the performance of all aspects of this

Agreement.

32. Mutual Drafting. The parties covenant and agree that the rule of construction that any ambiguity is construed against the drafting party shall have no application in any dispute over the interpretation or any other dispute with regard to this Agreement.

33. Independent Judgment. The parties represent and warrant to one another that this Employment Agreement is entered into based on each party's independent analysis, with the advice of counsel if so desired, of the facts and legal principles relevant to the terms and conditions of this Agreement.

34. Counterparts. This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement. Faxed or PDF signature pages shall be binding upon the parties, and the parties agree to exchange original signature pages within a reasonable period of time after their execution; provided, however, that the failure to exchange original signature pages shall have no impact on the validity or enforceability of this Agreement.

35. Disclosure of Employment Agreement. Coach agrees that the University may release, without prior notice to Coach, a copy of this Employment Agreement and any amendments to the Employment Agreement, to any individual requesting a copy under the Arkansas Freedom of Information Act. As soon as practical after releasing the Employment Agreement and/or any amendments to the Employment Agreement, the University shall provide Coach with a copy of the request.

36. Taxes. To the extent required by applicable law, Coach agrees that the University shall deduct and withhold all required state and federal taxes on any and all

compensation and benefits provided to Coach in this Employment Agreement.

37. Return of University Property. All property, materials, and information (whether in hard copy or electronic format), including, but not limited to, all personnel records, recruiting records, team information, films, videos, statistics, or any other items or data, provided to Coach by the University (including, but not limited to, the Razorback Football Program), for use as part of the Razorback Football Program or otherwise provided to Coach in connection with or relating to his University employment under this Agreement are at all times and shall remain the sole and confidential property of the University. Upon the expiration or earlier termination of this Agreement for any reason whatsoever, Coach shall return, within seven (7) calendar days, any such University owned property described in this provision as well as all other University-owned equipment, including, but not limited to, keys, credit cards, cellular telephones, pagers, computers, computer tablets, pagers and any other property in Coach's possession, custody or control. Coach shall further be responsible to return any funds advanced to Coach for business travel. If Coach fails to comply with this provision, then the University shall have the right to offset the total value of any such property from any final payment owed to Coach or other sums held by the University.

38. Survival. Notwithstanding anything to the contrary, Sections 5, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 shall survive the expiration or termination of this Employment Agreement.


39. Approval of Chancellor and Athletics Director. The signatures of the Chancellor and Athletic Director of UAF indicate their concurrence with the terms of this Employment Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands on this 20th day of

August, 2013, to be effective as of December 4, 2012.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
for the UNIVERSITY OF ARKANSAS,
FAYETTEVILLE'S ATHLETIC
DEPARTMENT

HEAD FOOTBALL COACH

By: 
Donald R. Bobbitt
President
University of Arkansas

By: _____
Bret Bielema
Head Football Coach, UAF

By: _____
G. DAVID GEARHART
Chancellor, UAF

By: _____
JEFFREY P. LONG
Vice Chancellor and
Director of Athletics, UAF


IN WITNESS WHEREOF, the parties hereto set their hands on this 20 day of


August, 2013, to be effective as of December 4, 2012.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
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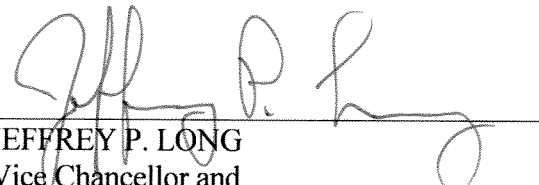
By: _____
JEFFREY P. LONG
Vice Chancellor and
Director of Athletics, UAF

EXHIBIT LIST

Exhibit A	Athletic Achievements
Exhibit B	Academic Achievements
Exhibit C	Ark. Code Ann. § 6-62-401 (Repl. 2003)
Exhibit D	Board of Trustees Policy 1715.1
Exhibit E	Sports Camp Agreement
Exhibit F	Board of Trustees Policy 450.1
Exhibit G	Procedures for Dismissal of Head Coach for Cause

EXHIBIT A

ATHLETIC ACHIEVEMENT INCENTIVES

Coach shall be eligible to receive the following performance incentives for each of the following athletic achievements on a non-cumulative basis, except as otherwise indicated:

<u>ATHLETIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
Win SEC Championship Game	\$100,000.00
Win National Championship Game	\$350,000.00++
Appear in National Championship Game	\$300,000.00++
Appear in Semifinal Playoff Game (beginning in 2014 Season)	\$200,000.00++
Appear in Non-Title BCS Bowl Game (or Sugar Bowl beginning in 2014 Season)	\$150,000.00
Appear in any of the following Bowl Games (Capital One Bowl, Cotton Bowl)	\$100,000.00
Appear in any other Bowl Game	\$50,000.00
Coach of the Year in the SEC	\$25,000.00
Coach of the Year Nationally	\$25,000.00##

++These incentive payments are non-cumulative. In the event that Coach and the football team appear in a Semifinal Playoff Game (beginning in the 2014 Season), Coach shall receive an incentive payment of \$200,000.00. In the event that Coach and the football team appear in a Semifinal Playoff Game and advance to appear in the National Championship Game, Coach shall receive an incentive payment of \$300,000.00. In the event that Coach and the football team appear in a Semifinal Playoff Game, advance to appear in the National Championship Game and win the National Championship Game, Coach shall receive an incentive payment of \$350,000.00. Accordingly, Coach will receive the highest applicable incentive for the corresponding athletic achievement.

##As awarded by an organization determined by the University.

As applicable, certain incentive payments will be paid cumulatively. For example, if Coach and the football team win the SEC Championship Game, advance to and win the National Championship Game, and Coach is named both the SEC Coach of the Year and the National

Coach of the Year, then coach will receive incentive payments for a cumulative total of \$500,000.00. This is the maximum amount that may be earned in a year for athletic achievements.

Any incentive payment due to Coach shall be paid within 30 days following the conclusion of the football season consistent with Athletic Department and University payment policies. In the event the University terminates Coach for any reason, the University shall pay Coach all earned, but yet unpaid, incentive compensation that accrued prior to the date of termination.

EXHIBIT B

ACADEMIC ACHIEVEMENT INCENTIVES

Coach shall be entitled to receive the following performance incentives for each of the following academic achievements:

<u>ACADEMIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
Academic Performance Rate (APR)	
940	\$ 25,000.00
960	\$ 25,000.00
980	\$ 25,000.00
<u>990</u>	<u>\$ 25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00
Graduation Success Rate (GSR)	
60%	\$ 25,000.00
65%	\$ 25,000.00
70%	\$ 25,000.00
<u>75%</u>	<u>\$ 25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00

Each of the foregoing amounts for each academic achievement shall be cumulative and shall be paid within 30 days following any such achievement(s) or consistent with the payment policies of the Department of Athletics and the University. The maximum amount that may be earned in a year for academic achievements is \$200,000.00. In the event the University terminates Coach for any reason, the University shall pay Coach all earned, but yet unpaid, incentive compensation that accrued prior to the date of termination.

Exhibit C

6-62-401. Use by employees to conduct work for private compensation.

- (a) The boards of trustees of the state institutions of higher learning are authorized to grant permission to employees of those institutions to conduct, on and in campus facilities, certain outside work for private compensation as described below which are to be engaged in only after they have discharged fully their employment responsibilities to those institutions.
- (b) However, in each instance where permission is granted, the governing board shall have the nondelegable duty to make express findings of fact that:
- (1) The activity in question involves no conflict of interest with the mission and purpose of the institution itself; and
 - (2) The activity proposed would bring to the campus a significant number of persons who are potentially future students who might tend to enroll on that campus as a result of their exposure to its facilities and its personnel while engaged in this activity; and
 - (3) The contemplated activity will, as a part thereof, generate funds to be paid to the state institution for housing, meals, and for the use of other institutional resources which will produce significant revenues in support of the auxiliary functions of the particular campus serving its enrolled students.
- (c) (1) Each permission granted by a board of trustees pursuant to the findings of fact stated in subsection (b) of this section shall, with those findings of fact, be reduced to writing by the board of trustees and shall include a statement of charges to be paid to the state institution by the employee as the direct and indirect costs associated with operating and maintaining the facilities which will be temporarily devoted to the particular activity conducted by that employee.
- (2) The charges shall be paid promptly, by the employee or by the participants at the direction of the employee, to the state institution.
- (d) In conducting an activity permitted under this section, the employee shall make known in all advertising and other publicity involving the activity that participants are contracting with that employee and not with the institution and that the institution and the State of Arkansas do not assume any contractual obligations for the conduct of the employee's activity.
- (e) (1) Each employee who is authorized under the provisions of this section to engage in outside work for private compensation on or in campus facilities shall, within a reasonable period of time after completion of the employment, submit a complete financial report relating to the employment to the chief financial officer of the institution.
- (2) On an annual basis, the chief financial officer of the institution shall submit to the governing board a summary of all such financial reports received by him or her.

History. Acts 1981, No. 707, §§ 1-4;
A.S.A. 1947, §§ 80-3390 - 80-3390.3.

EXHIBIT D

BOARD POLICY

1715.1

EXTRACURRICULAR CAMPS

Act 707 of 1981 authorizes the Board of Trustees of the University of Arkansas to grant permission to employees to conduct, on and in campus facilities, certain outside work for private compensation, which is to be engaged in only after their employment responsibilities to the institution have been fully discharged. The Board of Trustees will determine that:

- (a) The activity in question involves no conflict of interest with the mission and purpose of the institution itself;
- (b) The activity proposed would bring to the campus a significant number of persons who are potential future students who might tend to enroll on that campus as a result of their exposure to its facilities and its personnel while engaged in the activity; and,
- (c) The activity will generate funds to be paid to the institution for housing, meals, and for the use of other institutional resources which will produce significant revenues in support of the function.

When such a camp receives the Board of Trustees' approval, the minutes of the meeting at which the approval is granted must include a statement of charges to be paid to the particular campus of the University of Arkansas by the employee as the direct and indirect costs associated with operating and maintaining such facilities which will be used for the camp. Such charges shall be paid promptly by the employee, or by the participants at the direction of the employee, to the University.

In conducting a camp which has been approved by the Board of Trustees, the employee shall make known in all advertising and other publicity involving the activity that participants are contracting with that employee and not with the institution, and that the institution and the State of Arkansas do not assume any contractual obligations for the conduct of the employee's activity. Each camp director will furnish liability insurance for all participants in an amount and with provisions recommended by the Vice Chancellor for Finance and Administration at the campus where the camp director is employed.

After the camp is completed, the employee shall, within a reasonable period of time, submit a complete financial report relating to such employment to the Vice Chancellor for Finance and Administration at the campus employing the camp director in a format and content acceptable to the Vice Chancellor for Finance of each campus.

The Vice Chancellor for Finance and Administration shall submit to the Chancellor, on an annual basis, a summary of all such financial reports received. This information shall be given to the President for submittal to the Board of Trustees for its review annually.

March 5, 1993 (Revised)
September 18, 1981 (Revised)

May 6, 1977

1715.1

EXHIBIT E

SPORTS CAMP AGREEMENT

This Sports Camp Agreement ("Agreement") is entered into by and between the Board of Trustees of the University of Arkansas, acting for the University of Arkansas, Fayetteville ("University"), and the undersigned sports camp ("Camp") subject to the following terms and conditions.

WITNESSETH

WHEREAS, the Camp meets all requirements under University policy and Arkansas law to conduct a sports camp for students on the campus of the University of Arkansas, Fayetteville; and

WHEREAS, individuals will benefit by participating in the activities offered at the camp, and the University will benefit by permitting prospective students to visit campus;

NOW, THEREFORE, in consideration for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

1. **Limited License to Use Facilities.** As set forth herein and in Exhibit A, which is attached hereto and incorporated herein by reference, the University hereby grants, and the Camp hereby accepts, a limited use license to use the Facilities for the Term (as defined in Exhibit A) in exchange for the License Fee (as defined in Exhibit A) for the purpose of conducting instructional sports camps. The "Term" of this Agreement shall be comprised of the Dates of Use authorized in Exhibit A.

2. **Duties of the Camp.** The Camp covenants and agrees to comply with the following duties and obligations under this Agreement:

A. **Release.** Prior to the start of any camp activities, the Camp shall obtain a properly executed "Release, Indemnification, and Hold Harmless Agreement," a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Release"), from each person attending the camp. The Camp shall retain the Release from each camper for a minimum period of three (3) years, and furnish copies of any and all releases to the University upon its request.

B. **Camp Report.** As set forth herein and in Exhibit C, within 30 days following the end of each authorized camp, the Camp shall fill out a Camp Operations Report ("Report") on a form that the Athletic Department Business Office will furnish to the Camp. As required by Ark. Code Ann. § 6-62-401(e)(1), Camp shall submit the completed Report to the Athletic Department Business Office

and the Vice Chancellor for Finance and Administration. For each camp session, the Report shall detail all charges and expenses incurred and paid or to be paid by the Camp, including, but not limited to: (i) housing; (ii) campus dining services; (iii) charges for the use of other institutional resources; and (iv) all other direct or indirect costs incurred based upon the Camp's activities. The Camp shall maintain a complete set of records, including financial statements, lists of attendees, lists of Camp staff and other Camp personnel, and such other records as might reasonably be required by the University. The University shall have the right to audit all Camp records.

- C. **Camp's Duty of Indemnification.** The Camp shall forever indemnify and hold harmless the Board of Trustees of the University of Arkansas as well as all current and former Trustees, officers, agents, representatives and employees (both in their official and individual capacities) from all damages of any kind or nature whatsoever, losses, costs, attorney's fees or expenses (whether arising at any level of any legal proceedings) arising out of any liability, or claim of liability, for injury or damages of any kind or nature to persons (including, without limitation, death) or to property sustained or claimed to have been sustained by any one whomsoever, by reason of: (i) any breach of this Agreement by Camp or anyone acting on behalf of Camp or anyone under the supervision of the Camp (including, but not limited to, any paid employees, volunteers or campers); or (ii) the use or occupation of the Facilities, whether such use is authorized or not; or (iii) any act or omission of the Camp of any person or entity acting for or with the authority of the Camp or in connection with the Camp, or any of the Camp's officers, agents, employees, guests, patrons, or invitees, and, in addition, the Camp shall be solely responsible to pay for any and all damage to the property of the University, or loss or theft of such property, done or caused by such persons. These duties of indemnification shall survive the expiration or termination of this Agreement.
- D. **Camp Brochure and Information.** The Camp shall publish a camp brochure or other information on the Camp's web site (or through other media) setting forth the terms and conditions of the camp, including, but not limited to, camp fees and refunds, required medical insurance information, conduct expectations, and grounds for dismissing any individual from the camp. The camp brochure or any on-line information shall be provided in advance to each prospective attendee. The mailing of camp brochures and other literature shall be accomplished at the Camp's sole expense. The Camp shall ensure that University letterhead stationery shall not be used in camp brochures and materials. The Camp may use University telephone numbers subject to receiving the prior approval of the Athletic Director or his designee and subject to paying any charges relating to the use of the telephone.

As required by Ark. Code Ann. § 6-62-401(d), Camp shall make known in all advertising and other publicity involving the camp that participants are

contracting with the Camp and **not** contracting with the University and that the University and the State of Arkansas do not assume any contractual obligations for the conduct of the Camp and its activities. Accordingly, Camp shall include the following statement or words of similar effect on its web site and all promotional materials: "Participants are not contracting with the University of Arkansas or the State of Arkansas with regard to participating in this camp, and the University of Arkansas and the State of Arkansas do not run or have any responsibility for the camp."

- E. **Camp Expenses.** All camp related expenses of any kind or nature, including, but not limited to, mailing and copying, shall be the sole and exclusive responsibility of the Camp and not the University. The Camp shall be responsible to ensure that no University resources are used to organize and conduct the Camp except as approved by the University.
- F. **Vehicles.** University Vehicles shall not be used for camp operations unless approved by the University.
- G. **No Corporate Sponsorships or Advertisers.** The Camp shall not have corporate sponsors or advertisers underwriting the various camps except as approved in advance by the Athletic Director or his designee. No sponsors, however, may conflict with the University's current sponsors.
- H. **Insurance.** The Camp covenants and agrees to purchase, at Camp's sole expense, an occurrence form Commercial General Liability policy with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate as well as sexual abuse and molestation coverage with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The University shall be named as an additional insured in any insurance policy required hereunder as follows: Board of Trustees of the University of Arkansas and its current and former Trustees, officers, representatives and employees. The Camp agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. The Camp shall provide a copy of the certificate of insurance to the University prior to the start of the camp(s). If the insurance is cancelled for any reason, the Camp shall notify the University immediately and the University reserves the right to terminate this Agreement in such an event or to purchase such insurance and charge the costs to the Camp.

With regard to the foregoing insurance requirements and independent of the Report, Camp shall submit a complete list of campers/coaches to the Office of Risk Management at the end of each camp session. Camp shall: (i) enclose a check made payable to the University of Arkansas for the cost of the insurance; or (ii) make payment within one week after receiving an invoice

from the Office of Risk Management; or (iii) provide proof of insurance that is acceptable to the University consistent with the terms of this provision.

- I. **Trademarks, Logos and Intellectual Property.** Camp acknowledges and agrees that the University is sole and exclusive owner of all University and Razorback logos, trademarks, service marks, word marks and other indicia of intellectual property identified in Exhibit D, which is attached hereto and incorporated herein by reference (the “Indicia”), including any derivatives thereof. Coach shall have the right to use the Indicia for the Camp provided that the Camp fully complies with the Office of Trademark Sports Camp License Policy and pays the required license fees (the “Sports Camp License Policy”). A copy of the Sports Camp License Policy is attached hereto as Exhibit D and incorporated herein by reference. Nothing contained in this Agreement shall be deemed, construed or operate to grant Camp any title or ownership in the Indicia. Camp shall not be permitted to create any derivative marks from the Indicia or to combine the University’s Indicia with any of the Camp’s intellectual property to form a unitary mark. Any approved usage of the Indicia shall end upon the termination or expiration of this Agreement.
- J. **Licensed Merchandise.** The Camp may operate a camp store for the sale of licensed merchandise, snacks and other items at the camp. The Camp shall be responsible for all applicable taxes, if any, on items sold at the Camp.
- K. **Camp Housing and Dining.** The Camp will contract separately with University Housing for all necessary housing facilities and will contract with University Dining Services for all food service. The Camp shall ensure that a Camp staff member is present on each floor of each residence hall where any campers are located to supervise the campers.
- L. **Trainers.** The Camp shall have at least one (1) licensed trainer, approved by the University of Arkansas Sports Medicine Staff, present for each camp session. The Camp shall be responsible for compensating the trainer.
- M. **Escorting Campers on Campus.** The Camp shall provide proper escorts and supervision of campers while they are walking to and from various points of the campus, including dining halls and residence halls. Any additional security or manning of control of control desks, not provided by the University in its normal housing or facility arrangements, must be provided and paid for by the Camp.
- N. **Background Checks.** Camp shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals who work, whether on a paid or volunteer basis, for the Camp in a manner requested by the University and consistent with procedures established by the University for its background checks. If a Camp staff member is employed by a school district, then the Camp may

accept a letter from the Superintendent or Athletic Director on official school district letterhead certifying that a satisfactory background check has been conducted within one year prior to the beginning of Camp provided that the background check included a check for registered sex offender status. No person may perform any duties or services for the Camp under any circumstances whatsoever until a satisfactory background check has been completed on each individual.

O. **Camper Safety and Well Being.**

- (i) Minors must have adult supervision at all times while on campus and during all Camp activities. At least one Camp staff member must **reside** on each floor where minors are housed, and be readily available to respond in the event of an emergency. Based upon the number of registrations and anticipated campers, Camp shall use its best efforts to hire Camp staff to ensure that there are sufficient numbers of Camp staff to supervise the campers. Camp, for example, should seek to have a minimum ratio of **one** adult staff member to every **15** minors participating in the Camp or to operate the Camp in a manner to ensure sufficient supervision.
- (ii) Camp must provide training/information to all Camp staff in preventing and reporting child maltreatment, as required under Ark. Code § 12-18-402 and by University of Arkansas policy. At a minimum, Camp shall instruct, in person or in writing, all workers, whether paid or volunteers, that in the event that any individual reasonably suspects or observes child maltreatment, the person shall: (1) immediately contact the Arkansas Child Abuse Hotline at 1-800-482-5964 to report the issue; (2) contact UAPD and report the issue; and (3) tell Camp director of any child maltreatment. In the event the Camp becomes aware of or receives any reports of any child maltreatment, the Camp director shall report the information to the Athletic Director or his designee immediately after making the foregoing required notifications. Camp shall instruct its staff members that no staff member may be retaliated against for making a report of child maltreatment. Camp understands and agrees that the protection of minors at the Camp is essential and will take all necessary measures to maintain a safe and secure environment.
- (iii) Camp staff should not be alone with minors, especially in locations that are not easily visible to others. Camp staff will take prompt and appropriate actions in the event of any problems with discipline (including harassment or abuse of any camper, or sexual contact involving any camper), noise or destructive behavior.

Camp shall be responsible to report any such incidents to the Athletic Director or his designee.

- (iv) Camp staff members are expected to follow University rules, regulations, and procedures. However, Camp staff members are not agents or employees of the University of Arkansas.

P. **Behavior of Camp Staff and Participants.**

- (i) All Camp staff and participants are expected to abide by the University of Arkansas policies and state laws.
- (ii) Individuals (including Camp staff members, volunteers or campers) must be immediately removed for possession or use of illegal substances, possession of and/or use of alcoholic beverages, and/or theft or destruction of property or disruptive behavior.
- (iii) The University of Arkansas is a tobacco-free campus, and requires that all persons refrain from tobacco use. Additionally, state law prohibits smoking on campus.
- (iv) Possession of any type of weapon on campus is prohibited.
- (v) The University reserves the right to remove any person from campus for non-compliance with any University policy.

3. **Obligations of the University.**

- A. **Facilities.** The University shall provide Facilities and equipment for camp operations as specified in this Agreement. Any special equipment or set-up will be paid for by the Camp.
- B. **Camp Activities.** It is understood that the University will make every effort to accommodate all legitimate activities of the camp, and scheduling of camp sessions shall be accomplished in a manner calculated to enable the Camp to accommodate all camp activities.

4. **Miscellaneous Terms and Conditions.**

- A. **Independent Parties.** The University and Camp covenant and agree that no employment relationship, partnership or joint venture exists between the parties, and they are independent parties for all purposes. The Camp is solely responsible for setting, charging, and collecting fees for the instruction and is solely responsible for the payment of all taxes due on any compensation received from the sports instruction.

- B. **Severability**. If any provision of this Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision, however, shall not affect any other provision of this Agreement or any amendment hereto, and this Agreement and any amendments hereto shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.
- C. **Non-Assignment**. Neither party may assign this Agreement without the prior written consent of the non-assigning party, except that the University may assign this Agreement in the event of a merger or reorganization of the University.
- D. **Applicable Law**. This Agreement shall be governed, construed and enforced in accordance with the policies of the Board of Trustees of the University of Arkansas and the laws of the State of Arkansas without regard to its choice of law principles. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall be deemed, construed or operate as a waiver of the sovereign immunity of the University or any immunities to suit available to the members of the Board of Trustees or any University officials, employees or representatives.
- E. **Binding Effect**. This Agreement shall be binding upon the University and the Camp.
- F. **Headings and Recitals**. The paragraph headings contained in this Agreement or any amendment hereto are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement. The Recitals set forth at the beginning of this Agreement shall be treated as substantive provisions of this Agreement and construed in harmony with the other terms and conditions herein contained.
- G. **Authority**. Each party warrants and represents that he or it has the full right, power and authority to enter into this Agreement and make the agreements in this Agreement.
- H. **Entire Agreement and Amendment**. This Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. This Agreement may not be modified or changed except by a written instrument signed by both parties and agreed to by the Athletics Director and the Chancellor. Each party represents and warrants that it has not been influenced by any person to enter into this Agreement, nor relied on any representation, warranty, or covenant of any person except for those representations, warranties, and

covenants of the parties set forth in this Agreement. The failure of either party to require performance by the other party of any provision of this Agreement or any amendment hereto shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any provision of this Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision. Each party agrees: (i) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of this Agreement or any amendments hereto; (ii) that if either party has or develops an expectation contrary to or in addition to the provisions of this Agreement as the same may be amended from time to time, such party shall have a duty to immediately give notice to the other party; and (iii) that if either party fails to obtain an amendment to this Agreement, as the same may be amended from time to time, after having developed an expectation contrary to or in addition to the provisions of this Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding Agreement between the University and the Camp. The course of dealing between the University and the Camp will not modify or amend this Agreement or any amendment hereto in any respect.

- I. **Time.** Time is of the essence with regard to the performance of all aspects of this Agreement.
- J. **Mutual Drafting.** The parties covenant and agree that the rule of construction that ambiguity is construed against the drafting party shall have no application in any dispute over the interpretation of this Agreement.
- K. **Independent Judgment.** The parties represent and warrant to one another that this Agreement is entered into based on each party's independent analysis, with the advice of counsel if so desired, of the facts and legal principles relevant to the terms and conditions of this Agreement.
- L. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Faxed or PDF signature pages shall be binding upon the parties provided that the original signature pages are exchanged within a reasonable period of time after their execution
- M. **Disclosure of Agreement.** Camp agrees that the University may release, without prior notice to Camp, a copy of this Agreement and any amendments to the Agreement, to any individual requesting a copy under the Arkansas Freedom of Information Act.
- N. **Force Majeure.** In the event that one or more camp sessions shall not be held upon the dates specified in Exhibit A, or on some alternate dates mutually

agreeable to the parties, by reason of war, insurrection, strikes, riots, destruction of facilities, act of God, or other force beyond the control of the parties, then this Agreement shall be mutually canceled and of no further force and effect, and neither party shall be liable to the other.

- O. **Terminate for Cause.** The University may terminate this Agreement for cause at any time by giving Camp 15 days notice in writing and stating the grounds for such termination.

IN WITNESS WHEREOF, the parties hereto set their hands on this ____ day of _____, 20__.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
for the UNIVERSITY OF ARKANSAS,
FAYETTEVILLE'S ATHLETICS
DEPARTMENT

CAMP

By: _____
G. DAVID GEARHART
Chancellor, UAF

By: _____

Print Name: _____

Title: _____

Legal Entity: _____

By: _____
JEFFREY P. LONG
Vice Chancellor and
Athletic Director

EXHIBIT A

Subject to the terms and conditions of the Agreement, Camp is authorized and licensed to use the following Facilities to conduct the camp sessions on the following Dates of Use (collectively, the “Term”) at the following License Fee and Facility Fee.

APPROVED FACILITIES AND EQUIPMENT:

Football Facilities, Weight Room, HPER, Broyles Center, University Housing and Food Services

THE “TERM” SHALL BE COMPRISED OF THE FOLLOWING APPROVED DATES OF USE:

- | | |
|---------------------------|--------------------------|
| • Youth Camp | June 8, 2013 |
| • Senior High School Camp | June 9-11, 2013 |
| • Junior High School Camp | June 13-14, 2013 |
| • Specialist Camp | June 15, 2013 |
| • Prospect Camps | June 8-22, 2013 (daily) |
| • Prospect Camps | July 17-31, 2013 (daily) |

LICENSE FEE:

\$60. Fee is based on number of approved camps. Fee will be adjusted based on number of prospect camps hosted. Fee is \$10 per camp session.

FACILITY FEE:

Lesser of \$250 or 5% per session for athletic department facilities

EXHIBIT B

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration for the Camper being permitted to participate in the [insert camp or instruction] from [insert dates] ("Activity"), the undersigned, acting on behalf of ourselves and our child, and any heirs or assigns, hereby waive and release forever any and all rights for claims and damages we and/or our child/guardian may have against the Board of Trustees of the University of Arkansas, its current and former Trustees, officers, agents, employees, and the Camp, and the Camp's owners, officers, agents and employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which we or our child may have or which may hereafter accrue to our child, arising out of or related to any loss, damage, or personal injury (including, without limitation, death), that may be sustained by our child at any Activity, or to any property belonging to child, whether caused by negligence or carelessness on the part of the Board of Trustees of the University of Arkansas, its current and former Trustees, officers, agents, employees, or the Camp, and the Camp's owners, officers, agents and employees or otherwise, while our child is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

We accept, understand, and assume that there is a risk of injury in this Activity, due to the physical and athletic nature of the Activity, including, but not limited to, falls, contact with other participants, and running drills. The Camper agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

We understand that this Activity is neither administered nor sponsored by the Board of Trustees of the University of Arkansas and that the Camp is providing the instruction and camp Activities outside the scope of any affiliation with the University of Arkansas. We agree on behalf of ourselves, our Camper, and any heirs or assigns to release, hold harmless, and indemnify the Board of Trustees of the University of Arkansas, its current and former Trustees, officers, agents, employees, or the Camp, and the Camp's owners, officers, agents and employees from and against any and all claims and liability or damages of any kind or nature whatsoever arising out of or relating to the Activity.

Printed Name of the Camper: _____

Signature of Camper: _____

If the Camper is a minor under the age of eighteen (18), signature of Parent(s) or Guardian(s) is required:

Signature of Parent or Guardian: _____

Address & Telephone Number:

EXHIBIT C

CAMP REVENUE & EXPENSE REPORT

Report on all camp dates from September 1, 2012 – August 31, 2013

Name of Camp: _____ Total # of Campers: _____

Dates of Camp: _____

A. NET INCOME (LOSS) CARRIED FWD

FROM PREVIOUS YEAR STATEMENT: \$ _____

B. CAMP REVENUES

Registration Fees	\$ _____
Concessions and Merchandise Sales	\$ _____
Miscellaneous	\$ _____
Total Revenues	\$ _____

C. CAMP EXPENSES

Wages – University Coaches	\$ _____
Wages – University Staff	\$ _____
Wages – Student-Athletes	\$ _____
Wages – All Other	\$ _____
Facility Rental	\$ _____
Housing and Meals	\$ _____
Equipment	\$ _____
Insurance	\$ _____
Awards	\$ _____
Background Checks	\$ _____
Printing, Supplies & Postage	\$ _____
Travel Expenses	\$ _____
Merchandise & Concession Inventory	\$ _____
Licensing Fee	\$ _____
Miscellaneous Expenses	\$ _____
Total Expenses	\$ _____

NET INCOME (LOSS) (A+B-C) \$ _____

EXHIBIT D

UNIVERSITY OF ARKANSAS, FAYETTEVILLE'S ATHLETIC DEPARTMENT'S OFFICE OF TRADEMARK LICENSING SPORTS CAMP LICENSING POLICY

I. Purpose

The Office of Trademark Licensing of the University of Arkansas, Fayetteville ("University"), adopts this Sports Camp Licensing Policy to govern the licensing and use of the University's indicia, including its name, team name, logos, mascot and other symbols (collectively, the "Indicia"). For ease of reference, the rights authorized under this licensing policy shall be referred to as the "Sports Camp License."

II. Eligibility

The Sports Camp License authorized under this policy only applies to coaches (or any business entity established and owned by the coach for purposes of conducting camps) (collectively, "Coach") of the NCAA Division I varsity sports administered by the University's Athletic Department who are approved to conduct camp(s) at the Fayetteville campus consistent with all requirements as set forth herein and as established by the Athletic Department, the University, and state law. The Coach must be currently employed by the University and in good standing with the Athletic Department to exercise any rights under the Sports Camp License at any time.

III. Terms and Scope of the Sports Camp License

By exercising any rights granted in the Sports Camp License, the Coach covenants, agrees, and warrants as follows:

A. **Ownership of Rights.** The University is the sole and exclusive owner of all rights, title and interest in and to its Indicia as shown on Appendix A, as well as any derivatives of the Indicia, and all rights relating thereto are expressly reserved by University and its authorized agent. The Coach does not acquire any ownership rights in the Indicia by exercising any rights granted in the Sports Camp License authorized by this policy. Subject to the terms of this policy, the policies of the Athletic Department, the University, the Board of Trustees of the University of the University of Arkansas and state law, Coach accepts the Sports Camp License and is authorized to use the Indicia listed in Appendix A solely in connection with the Coach's approved camps and for no other purposes (the "Sports Camp License"). Coach, nor any individual or entity acting on Coach's behalf, shall be authorized or permitted to modify, alter or create any derivative or unitary marks with the Indicia. Upon the completion of all camps approved by the Board of Trustees, the rights granted in the Sports Camp License shall automatically expire.

B. **License Fee of \$10 Per Camp Session.** In consideration for the rights granted under the Sports Camp License, Coach agrees to pay a License Fee of Ten and

No/100 Dollars (\$10.00) per camp session (the "License Fees"). The Athletic Department's Office of Trademark Licensing or Business Office shall include the License Fee as part of any required charges for the camps, and Coach covenants and agrees to pay the License Fees. In its sole discretion, the University shall have the right to increase the License Fees by providing written notice to Coach.

C. Quality Control, Good Will and Indemnification. All merchandise with logos must be purchased through a licensed manufacturer, and the correct designations must be added to the logos on the merchandise, advertising pamphlets or brochures, etc. The University shall charge its standard royalties for merchandise produced by the licensed manufacturer consistent with any applicable licensing agreements then in effect. Coach shall not use non-licensed manufacturers for any reason whatsoever unless such usage is approved by the Office of Trademark Licensing. Coach covenants and agrees that the use of the Indicia, including, but not limited to any good will, inures solely to the benefit of University. The University shall not have any liability arising out of the Coach's use of the Indicia at any time, and Coach agrees to indemnify and hold harmless the University, and its trustees, officers, employees and agents from any and all liability which arises in connection with Coach's use of the Indicia. This duty of indemnification shall survive the expiration or termination of the Sports Camp License.

D. Miscellaneous. The University's waiver of violation of this policy or Coach's failure to abide by the terms of the Sports Camp License shall not be deemed a waiver of any future violations of the Sports Camp License or this policy. In the event that any term or provision of this policy shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, and this policy shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein. Coach's rights in the Sports Camp License are fully set forth in this policy, and there are no other rights conveyed by the University. The Sports Camp License is governed by the laws of the State of Arkansas without regard to its choice of law principles as well as all policies of the Athletic Department, the University, and the Board of Trustees. Nothing contained in this Sports Camp License shall be deemed, construed or operate as a waiver of any immunities to suit of any nature whatsoever. Any violation of the terms and conditions of this policy shall automatically terminate the Sports Licensing Agreement.

APPENDIX A

Pursuant to the Sports Camp License, Coach is authorized to use the following words and/or designs containing the Indicia:

Verbiage:	Razorback®
	Razorbacks®
	Arkansas Razorbacks®
	University of Arkansas®
	Go Hogs™
	Hogs™
	HawgBall®
	Arkansas®
	Wooo Pig Sooie™
Design:	“Razorback logo”
	“Football Helmet logo”

EXHIBIT F

BOARD POLICY

450.1

OUTSIDE EMPLOYMENT OF FACULTY AND ADMINISTRATIVE STAFF MEMBERS FOR COMPENSATION

While emphasizing the fact that full-time faculty and non-classified administrative staff members of the University are obligated to devote their working time and efforts primarily to University activities, the University recognizes that a limited amount of outside work for private compensation may be advantageous to all concerned. Deans, department heads, directors, vice chancellors, chancellors, vice presidents, and the president are included as administrative staff. Such persons are therefore encouraged to engage in outside employment which will affirmatively contribute to their professional advancement or correlate usefully with their University work. This employment shall not interfere in any substantial way with the employee's University duties nor conflict with his/her University assignments. Written approval from department head and/or dean shall be obtained in advance of such outside employment. Each dean or similar officer shall keep records on outside employment by personnel in his/her college or administrative unit. The report should include actual time spent during the reporting period. Such records shall be reviewed by the appropriate administrator and submitted to the Chancellor or Vice President for Agriculture by September 30 of each year and such records shall be reviewed periodically by the appropriate administrator. The employee shall always make it clear the outside employment is his/her own responsibility and that in it he/she does not act as an agent or representative of the University. University facilities or property shall not be used except with permission of the department head or dean, and the payment of appropriate fees may be required.

September 26, 1997 (Revised)
June 11, 1993 (Corrected)
April 30, 1993 (Revised)
June 15, 1990 (Revised)
January 15, 1988 (Revised)
June 19, 1958 (Revised)
June 5, 1916

EXHIBIT G

PROCEDURES FOR DISMISSAL OF HEAD COACH FOR CAUSE

1. When the Vice Chancellor and Athletic Director ("Athletic Director") has reason to consider a decision to dismiss a Coach for cause, the Athletic Director shall discuss the matter with the Coach to inform the Coach of the proposed action and the reasons for the action. The discussion should be in person unless circumstances require otherwise. The Coach shall be given an opportunity to respond to the reasons for dismissal. After the discussion, if the decision of the Athletic Director is to dismiss the Coach, then the Athletic Director shall prepare a statement of the grounds constituting the cause for dismissal and forward it to the Chancellor with a copy to the Coach. In the event that Coach decides to seek a review of the Athletic Director's decision to dismiss Coach for cause, then Coach shall, within five (5) days after receipt of the statement of dismissal from the Athletic Director, submit a written response to the statement of grounds for dismissal to the Chancellor with a copy to the Athletic Director.
2. Within five (5) days after receipt of the Coach's statement, either the Chancellor or the Coach may request an ad hoc committee to serve as a Hearing Committee to consider the matter and make a recommendation to the Chancellor. The Committee shall be composed of the Vice Chancellor for Finance and Administration, the Vice Chancellor for Academic Affairs and the Chairperson of the Faculty Committee on Athletics. The Committee shall meet and designate one of its members to serve as chair. Upon receipt of a request from either the Chancellor or the Coach that a hearing be conducted, the Committee shall conduct a hearing as provided hereinafter and submit its recommendation to the Chancellor. If neither the Chancellor nor the Coach requests that the matter be heard by the Committee, then a hearing shall be conducted by the Chancellor alone. (All references hereinafter to the Committee shall be deemed to refer to the Chancellor if the matter is being heard by him or her alone.)
3. The Committee, if it so requires, may utilize the services of an advisor to assist it in conducting the hearing. The Committee shall proceed by considering, before the time of the hearing, the statement of grounds for dismissal and the Coach's written response. The hearing date shall be set by the Committee and the written notice of hearing shall provide that relevant documentation and a list of anticipated witnesses be presented by both the Athletic Director and the Coach to the Committee, with a copy being provided to the Coach and the Athletic Director, at least two days in advance of the hearing. The Committee shall have the discretion to receive or reject additional documentation at the hearing and hear or reject witnesses not contained in the list submitted in advance of the hearing.
4. In addition to the members of the Committee and any advisor it may require, only the Coach and his or her attorney(s) or representative(s), the Athletic Director and his or her attorney(s) or representative(s), and witnesses called by the Committee are permitted to attend the hearing.
5. Charges contained in the initial statement of grounds for dismissal may be supplemented at the hearing by evidence of new events occurring after the initial communication to the Coach, which constitute new or additional cause for dismissal, or by new evidence further

substantiating the cause for dismissal, which was not reasonably obtainable prior to the hearing. If supplementary charges or new evidence further substantiating the cause for dismissal, which was not reasonably obtainable prior to the hearing, are introduced at the hearing, the Committee shall provide the Coach, at his or her request, with sufficient additional time to prepare his or her defense and to respond to such supplementary charges or new evidence. The Committee shall determine the order of presentations by the parties and shall supervise the questioning of witnesses. The Coach and the Athletic Director shall have the aid of the Committee when needed in securing the attendance of witnesses, but the attendance of witnesses cannot be guaranteed by the Committee and will remain the responsibility of the respective parties. The Coach or his or her attorney(s) or representative(s) and the Athletic Director or his or her attorney(s) or representative(s) shall have the right within reasonable limits to question all witnesses who testify orally. The Committee shall arrange for a court report to create a written transcript of the hearing.

6. The Committee will use best efforts to provide an opportunity for the Coach and the Athletic Director, or their attorneys or representatives, to question all witnesses but where this cannot be achieved despite the efforts of the Committee, the identity of any such witnesses not appearing in person or by telephone conference, and any written evidence they may have furnished, shall be disclosed to the Coach and the Athletic Director during the hearing. Subject to these safeguards, written statements may, when necessary, be taken outside the hearing and reported to the Committee. These shall be given due weight in light of the fact that the witnesses will not be available for questioning by the parties.

7. Formal rules of court procedure are not to be followed but the Committee shall exercise reasonable efforts to protect the rights of the parties in the reception of evidence and the conduct of the hearing. The Committee may restrict witnesses, written statements or documentary evidence of the Coach or the Athletic Director if it determines such witnesses, written statements and documents are repetitive, cumulative, or not relevant to the issues being considered.

8. After the hearing, the Committee shall arrive at its recommendation (or, in the case of the Chancellor, decision) in private on the basis of the written record, documents, statements and witnesses at the hearing and other matters from the hearing. Before convening in private session to arrive at its recommendation, it shall furnish the Coach and the Athletic Director or their attorneys or representatives the opportunity to make oral statements before the Committee. The Committee may request written arguments if it so desires. The Committee shall proceed to arrive at a recommendation promptly without having the record of the hearing transcribed when it is believed that a fair decision can be reached by this means; or the Committee may await the availability of a transcript of the hearing. The Committee shall make explicit findings with respect to each of the grounds for dismissal presented.

9. Where the matter has been considered by a Committee, the Chancellor shall be notified of the recommendation of the Committee in writing and a copy of the recommendation shall be furnished at the same time to the Athletic Director and the Coach. The Chancellor shall promptly render a decision in writing after receipt of the Committee's recommendation. If the Chancellor alone has heard the matter, he or she shall make explicit findings with respect to each

of the grounds for dismissal presented after the conclusion of the hearing. The decision of the Chancellor shall be the final decision of the University in all respects and shall not be subject to appeal to the President or the Board of Trustees of the University of Arkansas. Nothing contained in these procedures shall be deemed, construed or operate as a waiver of any immunities to suit available to the Board of Trustees or any current or former Trustees, officials, representatives or employees of the University of Arkansas.