



THE UNIVERSITY OF  
**TENNESSEE**  
KNOXVILLE

January 20, 2021

Dr. Daniel J. White  
2051 Versailles Ave.  
Winter Park, FL 32789

RE: Memorandum of Understanding  
The University of Tennessee

Dear Danny:

It is with great pleasure that I offer you the position of Vice Chancellor and Director of Athletics (“Director of Athletics”) at The University of Tennessee, on behalf of The University of Tennessee, Knoxville (“UTK”) and UTK’s Athletics Department (collectively, the “University”), effective no later than thirty days after the execution of this Memorandum of Understanding (“MOU”). The Director of Athletics reports to the UTK Chancellor. This MOU, which presents the material terms of our offer, will be expanded and incorporated into an employment agreement with the University for execution at the earliest possible date (“Employment Agreement”). This Employment Agreement, unless otherwise terminated or extended by its terms or by subsequent written agreement of the parties, will be effective as of the Effective Date, and shall continue in force for five (5) years from the Effective Date (“Term”). On the one-year anniversary of the Effective Date and each subsequent year of the Employment Agreement (the “Rollover Date”), the Term shall automatically extend for one additional year so that the remaining Term shall always be five years.

Your compensation as Director of Athletics will include the following (subject to all applicable state and federal laws):

- Annual guaranteed base compensation of \$1,800,000.00. The base compensation will be increased by five percent (5%) on each Rollover Date on which the Employment Agreement remains in effect.
- Annual incentive compensation of up to a maximum of \$300,000.00 per year for achieving various team athletic performance, team academic performance, and department

Office of the Chancellor

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operational goals as agreed upon by the Chancellor and the Director of Athletics in the Employment Agreement.

- The same benefits as other regular, full-time employees of the University, in addition to the other fringe benefits and/or other compensation set forth in this MOU.
- A one-time moving allowance of \$35,000.00 (gross), in accordance with University policy.
- Use of two vehicles of a quality, in terms of make and model, similar to vehicles provided to other University head coaches, or compensation in the amount of \$1,700.00 per month, as a vehicle allowance in lieu of your participation in the Athletic Department's courtesy vehicle program, in accordance with University policy.
- A temporary housing allowance for the actual, documented costs of your temporary housing and other living expenses, not to exceed \$5,000.00 per month, through the earlier of June 30, 2021 or the month in which you complete the sale of your current house.
- The following athletic event tickets:
  - For football, one Neyland Stadium skybox, including the sixteen (16) admission tickets;
  - Up to six (6) additional football season tickets;
  - Up to six (6) men's basketball season tickets;
  - Up to six (6) women's basketball season tickets;
  - Up to six (6) baseball season tickets;
  - Up to six (6) softball season tickets;
  - Up to six (6) away game tickets for each of football, men's basketball, and women's basketball;
  - Up to six (6) post-season tickets for football, men's basketball, and women's basketball; and
  - For post-season football, men's basketball, and women's basketball play, one (1) hotel room suite.

Your Employment Agreement will also include other terms that are substantially similar to the terms of the employment agreement of UTK's current vice chancellor and director of athletics, including but not limited to the following:

- A prohibition on you receiving any benefits or compensation other than as described above from any other source without prior written approval by the University.
- A provision stating that if you terminate the Employment Agreement, or if the University terminates the Employment Agreement for cause, the University shall not be liable for any payments or benefits after the date of termination.

- A termination for cause provision that will be substantially similar to, and will use a definition of “for cause” that is consistent with, the termination for cause provision in the employment agreement of UTK’s current vice chancellor and director of athletics.
- A provision stating that you will agree not to seek or apply for other positions without prior notice to the University.
- A provision stating that if the Employment Agreement is terminated by the University without cause, the University shall pay the candidate his then current annual guaranteed base compensation over the remaining Term of the Employment Agreement. The candidate will be obligated to mitigate the University’s damages by using reasonable, good faith, and diligent efforts to obtain other comparable employment, in the event the University terminates the Employment Agreement without cause.
- A provision stating that the candidate will be obligated to execute a waiver and release claims against the University as a condition to receiving your buyout payment, in the event the University terminates the Employment Agreement without cause.
- A provision stating that if the candidate terminates the Employment Agreement and subsequently accepts another position during the Term including any extensions, renewals or amendments, then the candidate shall owe the University an amount equal to the following: Year 1 = \$3,500,000; Year 2 = \$3,250,000; Year 3 = \$3,000,000; Year 4 = \$2,750,000; Year 5 = \$2,500,000.
- A provision stating that the University shall be responsible for the payment of the candidate’s buyout to Daniel J. White, not to exceed \$2,500,000, resulting from his acceptance of employment with the University (the “Expense”). The University has authorized this amount to be paid as a reimbursable employee business expense of the candidate and does not consider it compensation. The University acknowledges that payment of the Expense was necessary to obtain the services of the candidate, and therefore substantially benefits the University. Further, the University has determined that the requirements of its accountable plan have or will be satisfied with respect to the Expense. The candidate acknowledges that he has not and will not be reimbursed for this expense from any other source. Additionally, the candidate acknowledges that he will not take a deduction for the Expense on his personal income tax return. Should the Expense be determined to be non-qualified under the University’s accountable plan or if it’s taxed as White’s income, the University will neutralize the actual tax impact to the candidate resulting from the University’s payment of the Expense. In such case, the candidate must claim all deductions allowable under applicable tax law, including the Expense. The parties will review the candidate’s pertinent tax information, including signed income tax returns (and any amended returns) for 2021 (or other applicable tax year) to substantiate such amount as is necessary to effectuate this desired outcome.
- In addition to the terms and conditions concerning the matters set out in this MOU, the Employment Agreement shall include, among other things, provisions concerning the following: (a) your duties and authority as Director of Athletics; (b) limitations on outside

compensation that you may earn, including commercial endorsements; (c) representations by you concerning violations, or potential violations, of NCAA, Southeastern Conference, or University rules known by you at the time of execution of the Employment Agreement; (d) enforcement of governing athletic rules, including NCAA and Southeastern Conference rules; and (e) the University's right to use your name, image, and likeness.

This MOU constitutes a binding agreement between you and the University, subject to the execution of the Employment Agreement, which shall not be inconsistent in any material way with this MOU. The MOU is governed by the laws of the State of Tennessee. The University may terminate this MOU for cause, with "cause" being interpreted consistently with its meaning in the employment agreement of UTK's current vice chancellor and director of athletics.

As a material inducement for the University to execute this MOU, you represent that you have disclosed to the University all material information concerning previous NCAA, conference, or institutional rules violations or potential rules violations committed by you or any coach or staff members under your direct or indirect control at any other NCAA member institution prior to the date on which you signed this MOU.

I trust that every reasonable effort will be made to execute the Employment Agreement within 60 calendar days of your start date. However, this Memorandum of Understanding will continue to serve as the contract if a formal contract is not signed within 60 calendar days.

It is with great anticipation and enthusiasm that I offer you the position of Vice Chancellor and Director of Athletics at UTK. Assuming that you are amenable, please indicate your acceptance and agreement to the terms set out herein by signing below. I have every confidence that you will lead our University with integrity and pride, and I look forward to welcoming you as a member of the UTK family.

Best regards,



Dr. Donde Plowman  
Chancellor  
The University of Tennessee, Knoxville

Terms of the Memorandum of Understanding are accepted for the position of Vice Chancellor and Director of Athletics at UTK.

  
Dr. Daniel J. White

1.20.21  
Date