

**EMPLOYMENT AGREEMENT  
HEAD FOOTBALL COACH**

This Employment Agreement ("Agreement") is entered into by and between THE UNIVERSITY OF TENNESSEE ("University"), an instrumentality of the State of Tennessee, for and on behalf of the University of Tennessee, Knoxville ("UTK") and UTK's Athletics Department, and JOSHUA K. HEUPEL ("Coach"). This Agreement cancels and supersedes all prior existing oral and written agreements and understandings between the University and Coach. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the University and Coach.

In consideration of the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**ARTICLE I - PURPOSE AND TERM OF AGREEMENT**

**SECTION 1.1. PURPOSE.** Subject to the terms and conditions stated in this Agreement, the University agrees to employ Coach and Coach agrees to be employed by the University as the head coach of UTK's intercollegiate football team ("Head Football Coach").

**SECTION 1.2. TERM.** The term of this Agreement shall be from January 27, 2021, through January 31, 2027 (the "Term"), unless Coach's employment is terminated sooner as provided in this Agreement (in which case the "Term" will end when Coach's employment is terminated). The University may allow the Term to expire and elect not to renew Coach's employment as Head Football Coach without complying with any University Rules applicable to staff-exempt employees who do not serve under a contract of employment for a definite term. Oral agreements to renew or extend the Term are invalid and nonbinding. For purposes of this Agreement, the term "Contract Year" shall mean a period during the Term beginning on February 1 of one calendar year and ending on January 31 of the immediately succeeding calendar year; however, the first Contract Year in the Term shall begin on January 27, 2021, and end on January 31, 2022. Notwithstanding any of the foregoing, it is agreed that if at any time during the original Term the NCAA imposes against the University's football team a post season ban for two (2) or more years and/or a cumulative reduction in allowable scholarships of eight (8) or more, as a result of violations that occurred prior to the beginning of the Term, the Term shall be automatically extended through January 31, 2028. In the event the Term is extended as aforesaid, it is agreed that each year contained in Paragraphs 3.1 and 3.3 below shall be extended by one (1) year.

**ARTICLE II - COMPENSATION AND OTHER PAYMENTS**

**SECTION 2.1. BASE PAY.** As payment and consideration for the services to be performed by Coach under this Agreement, the University agrees to pay Coach an annualized salary ("Base Pay") in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000). The University shall pay the Base Pay to Coach in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. The Base Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University. The Base Pay and Supplemental Pay (set forth in Section 2.2) are subject to the same furlough and temporary salary reduction measures that may be

imposed from time-to-time by the University, UTK, or UTK's Athletics Department on its exempt employees.

**SECTION 2.2. SUPPLEMENTAL PAY.**

**Section 2.2.1. Supplemental Pay.** The University agrees to pay Coach additional annualized compensation payable from income earned by the University under the University's various broadcast, endorsement, and/or consultation contracts ("Supplemental Pay") in the amount of Three Million Seven Hundred Twenty-Five Thousand Dollars (\$3,725,000). The University shall pay the Supplemental Pay to Coach in equal monthly installments in accordance with the University's customary monthly payroll procedures, with partial years or months prorated. Supplemental Pay shall not be increased in accordance with the terms of any across the board or merit salary increase authorized or mandated for University employees by the State of Tennessee or the University.

**Section 2.2.2. Supplemental Pay Services.** In consideration of the Supplemental Pay, Coach agrees, as reasonably directed by the Chancellor or Athletics Director to: participate in radio, television, internet, and other media shows, programs and appearances relating to the University's multi-media rights contract; carry out endorsement and consultation services described in the University's contracts with athletics shoe, equipment, and apparel manufacturers; carry out endorsement and consultation services described in the University's contract with the University's multi-media rights partner; and perform to a reasonable degree various public relations, University relations, alumni relations, community service, and fundraising services on behalf of the University. Such services shall not unreasonably interfere with Coach's duties with respect to games, practices or recruiting, or his preparation for games or practices, all of which such duties the University acknowledges take precedence over the Supplemental Pay services. Coach shall use his best efforts to require that assistant coaches, other football staff, and football student-athletes comply with and cooperate in fulfilling the terms of the University's contracts with athletics shoe, equipment, and apparel manufacturers, and endorsement or consultation services as provided in the University's contract with the University's multi-media rights partner.

**SECTION 2.3. INCENTIVE COMPENSATION.** In recognition of exemplary athletic and academic performance by the football team (the "Team") and the additional work required by Coach therewith, and as an incentive for Coach to assist the Team in achieving the goals described below, the University agrees to pay Coach, if earned, annual incentive compensation in an amount equal to the sum of the highest amounts described in subsections 2.3.1-2.3.5, subject to all applicable state and federal tax reporting and withholding requirements:

**Section 2.3.1. SEC Championship.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- |     |  |           |
|-----|--|-----------|
| (a) | Winning the SEC Championship Game      | \$300,000 |
| (b) | Appearing in the SEC Championship Game | \$100,000 |

**Section 2.3.2. National Achievement.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- |     |   |           |
|-----|---|-----------|
| (a) | Winning the CFP National Championship Game  | \$500,000 |
| (b) | Appearing in CFP National Championship Game | \$400,000 |
| (c) | Appearing in CFP Semifinal Game             | \$300,000 |
| (d) | Appearing in a CFP Access Bowl Game         | \$200,000 |
| (e) | Appearing in a bowl game                    | \$100,000 |

**Section 2.3.3. Final Polls.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- |     |   |           |
|-----|---|-----------|
| (a) | Top 5 Finish in the AP, USA Today/Coaches, or CFP Poll  | \$150,000 |
| (b) | Top 10 Finish in the AP, USA Today/Coaches, or CFP Poll | \$100,000 |
| (c) | Top 25 Finish in the AP, USA Today/Coaches, or CFP Poll | \$50,000  |

**Section 2.3.4. Coach of the Year Awards.** Either or both of the following:

- |     |                             |           |
|-----|-----------------------------|-----------|
| (a) | National Coach of the Year* | \$100,000 |
| (b) | AP SEC Coach of the Year    | \$50,000  |
- \* AFCA/AP/Bobby Dodd/Paul "Bear" Bryant/Walter Camp (limited to one)

**Section 2.3.5. Academic Progress Rate.** A maximum of one (1) of the following (payment based on highest goal achieved in this subsection):

- |     |  |           |
|-----|--|-----------|
| (a) | Single year APR or four year APR of 985 or greater | \$100,000 |
| (b) | Single year APR or four year APR of 945 or greater | \$50,000  |

The maximum amount of incentive compensation that may be earned in any Contract Year shall be One Million Two Hundred Thousand Dollars (\$1,200,000). Annual incentive compensation due under Sections 2.3.1-2.3.4 shall be paid by the University on or before March 1 following the conclusion of the football season in which the goal was achieved. Annual incentive compensation due under Section 2.3.5 shall be paid by the University on or before June 30 following the NCAA's publication of APR scores. Annual incentive compensation described in this Section 2.3 shall be earned by and payable to Coach only if Coach is employed as the Head Football Coach on the day of the event that forms the basis for the incentive compensation. Notwithstanding anything herein to the contrary, however, the University shall not be obligated to pay any incentive compensation to Coach, and Coach shall be obligated to reimburse any incentive compensation that he has already received (or the University may deduct such amounts from future payments owed to Coach), if Coach or any member of the football program that reports to him, either directly or indirectly, is found by the NCAA to have committed a Level I or Level II infraction during the time period in which the incentive compensation was otherwise earned.

**SECTION 2.4. MOVING ALLOWANCE.** The University shall provide Coach with a one-time moving allowance of Thirty-Five Thousand Dollars (\$35,000) in accordance with University Rules.

**SECTION 2.5. HOUSING ALLOWANCE.** In the University's discretion, the University shall provide either: (i) temporary housing; or (ii) a temporary housing allowance for the actual, documented costs of Coach's temporary housing and other living expenses, not to exceed \$10,000 per month, through the earlier of June 30, 2021, or the month in which Coach completes the sale of his current house, in accordance with University Rules.

**SECTION 2.6. VEHICLES/VEHICLE ALLOWANCE.** In the University's discretion, the University shall provide to Coach either: (i) a monthly vehicle allowance of \$1,700.00; or (ii) two vehicles of a quality, in terms of make and model, similar to vehicles provided to other University head coaches, for Coach's personal use. The University shall be solely responsible for maintaining liability insurance coverage on the vehicle(s) provided to Coach under the courtesy vehicle program. Coach shall be solely responsible for maintaining full comprehensive and collision insurance coverage on the courtesy vehicle, for paying fuel costs, and for otherwise complying with the courtesy vehicle program. Coach acknowledges that the value of the courtesy vehicle or the amount of a vehicle allowance shall be reported as income and that Coach shall be responsible for payment of any income taxes associated with the vehicle or a vehicle allowance.

**SECTION 2.7. AIRCRAFT** The University shall provide Coach with the use of noncommercial (private or charter) aircraft for Coach's personal, non-business travel, and/or that of his guests and/or family, for up to three (3) round-trip flights within the continental United States per Contract Year. Coach acknowledges that the provision of aircraft for personal, non-business travel is a taxable fringe benefit subject to all applicable state and federal tax reporting and withholding requirements.

**SECTION 2.8. PAYMENT/REIMBURSEMENT OF EXPENSES** Coach shall receive payment and/or reimbursement for reasonable and necessary expenses incurred in connection with the performance of his duties, subject to applicable University Rules and Governing Athletic Rules. The University agrees to pay the reasonable cost of having Coach's spouse and children travel to away football games (including post-season games in which the Team participates).

**SECTION 2.9. TICKETS.** The University shall provide Coach access to the following complimentary tickets each Contract Year:

- (a) Twelve (12) season football tickets in the lower bowl in Neyland Stadium;
- (b) Sixteen tickets in a University owned suite in Neyland Stadium for use by Coach's family and guests during all home football games;
- (c) Four (4) football season parking passes.
- (d) Six (6) season home men's basketball tickets; and
- (e) Twelve (12) tickets to any post season game in which the University participates in (it being acknowledged that if Coach needs greater than twelve tickets the University shall utilize its best efforts to accommodate Coach either with complimentary or face price tickets).

**SECTION 2.10. PLAY/PRACTICE INSURANCE.** The University shall include Coach in the University's athletic play/practice insurance coverage. Coach acknowledges that this insurance coverage is subject to an annual bid process and that the type and amount of coverage for all participants may change from year to year.

**SECTION 2.11. FRINGE BENEFITS.** As a regular full-time employee of the University, Coach is eligible for participation in the same fringe benefit programs for which other similarly situated regular full-time employees are eligible. The Base Pay shall be used to determine benefits that are based on salary. The University shall not be required to compensate Coach for his accrued and unused annual leave upon the termination of his employment for any reason, except as provide in Section 3.4.

**SECTION 2.12. RETIREMENT CONTRIBUTIONS.** Coach understands and agrees that federal and state law limit the compensation on which the University may make retirement contributions. The University agrees to make the maximum annual amount of retirement contributions allowed by federal and state law for Coach. Retirement contributions shall be made periodically in accordance with the University's business practices.

**SECTION 2.13. TAX REPORTING AND WITHHOLDING.** All compensation described in this Agreement is stated in gross amounts and is subject to all applicable state and federal tax reporting and withholding requirements.

**Section 2.14. UCF Buyout.** The University shall be responsible for the payment of Coach's buyout to the University of Central Florida, not to exceed 50% of remaining base salary, radio and television, and sponsorship and endorsement revenue compensation 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 (it being agreed that the University will report this amount as being paid under its accountable plan as described in section 1.62-2 of the Treasury Regulations). 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 taxed as Candidate'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.

### **ARTICLE III - TERMINATION**

#### **SECTION 3.1. TERMINATION BY UNIVERSITY WITHOUT CAUSE.**

**Section 3.1.1. Right of University to Terminate Without Cause.** In its sole discretion and at any time during the Term, the University has the right to terminate Coach's employment without Cause (as defined in Section 3.2.2) upon written notice to Coach. The effective date of the termination ("University Termination Date") shall be the date on which the University issues the written notice to Coach or any other date specified in the notice that is after the date the notice is given. The University's decision to terminate Coach's employment without Cause is not subject to any University Rules.

**Section 3.1.2. University Separation Payment.** If the University terminates Coach's employment without Cause, then the University shall pay Coach a separation payment ("University Separation Payment") in the amount of: (i) one hundred percent (100%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2027, if such termination occurs before December 15, 2023; or (ii) seventy-five percent (75%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2027, if such termination occurs on or after December 15, 2023, but before December 15, 2025; or (iii) fifty percent (50%) of the Base Pay and Supplemental Pay which would have been payable from the date of termination through January 31, 2027, if such termination occurs on or after December 15, 2025. Payment of the University Separation Payment shall be made in equal monthly installments over a period equal to the number of months remaining between the University Termination Date and January 31, 2027, with the first monthly installment of the University Separation Payment due on or before the last day of the month following the month in which Coach's employment was terminated. The University's obligations to pay the University Separation Payment shall not accrue interest (so long as not in arrears). As a condition of being eligible to receive the University Separation Payment, Coach shall be required to: (i) execute a waiver and release of claims substantially in the form attached as Appendix A (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties) and incorporated herein by reference, and (ii) use his reasonable efforts to mitigate the University's obligation to pay the University Separation Payment by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment or paid services position. The following are considered comparable employment: (a) head coach with a Power Five or Group of Five school, or with an NFL team or (b) an offensive coordinator with a Power Five or NFL team (any job mentioned above is herein referred to as a "Required Job"). Coach's failure to satisfy either condition will nullify the University's obligation to make the University Separation Payment. During the period of time in which the University is obligated to make the University Separation Payment, Coach shall promptly report to the University on a quarterly basis all non-passive income earned from any of the Required Jobs or any other employment (whether as an employee or independent contractor). For each month from the termination date through the end of the Term, the University shall have the right to deduct or offset any and all such non-passive income of Coach from any of the Required Jobs or any other employment (whether as an employee or independent contractor) from the monthly University Separation Payment installment.

**Section 3.1.3. No Further Obligations.** If the University terminates Coach's employment without Cause pursuant to this Section 3.1, then all obligations of the University to Coach under this Agreement (including the obligation to provide any compensation and other payments under Article II) other than earned and accrued, but unpaid compensation and the obligations in this Section 3.1 shall cease as of the University Termination Date, and Coach shall be eligible for any post-termination benefits applicable to other regular full-time employees who terminate employment with the University (e.g., COBRA) except Coach voluntarily waives all rights to receive compensation for accrued and unused annual leave. Payment of the University Separation Payment is in lieu of all other legal remedies or equitable relief. Upon termination of Coach's employment pursuant to this Section 3.1, Coach shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Coach's position as Head Football Coach from the University other than amounts

described in this Section 3.1.

**Section 3.1.4. Bargained-For Agreement.** The parties have bargained for and agreed to the University Separation Payment, giving consideration to the fact that termination of Coach's employment without Cause by the University prior to the expiration of the Term may cause Coach to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach's employment with the University, the amounts of which are extremely difficult to determine with certainty. The parties further agree that the payment of the University Separation Payment by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for any damages and injuries suffered by Coach because of such termination by the University. The University Separation Payment shall not be, nor be construed to be, a penalty.

**Section 3.1.5. Condition - Waiver and Release of Claims.** As a condition of Coach's right to the University Separation Payment, Coach shall execute a waiver and release of claims in the form substantially similar to Appendix A (which may be modified to conform to subsequent changes in the law or by mutual agreement of the parties) within twenty-one (21) days of being presented with the waiver and release of claims. If Coach brings a claim in violation of the waiver and release of claims, other than a claim against the University for a breach of this Section 3.1, all obligations of the University under this Section 3.1 shall cease, and Coach shall refund in full all monthly installments of the University Separation Payment received from the University. In addition, Coach agrees that in the event Coach's employment is terminated pursuant to this Section 3.1, Coach shall cooperate reasonably with the University in any investigation of Governing Athletic Rules or University Rules and that his failure to do so, after being provided with written notice by the University and a reasonable opportunity to cure such failure, shall relieve the University of any further obligations to pay the University Separation Payment to Coach.

**Section 3.1.6. Death/Disability.** The automatic termination of Coach's employment upon the death of Coach or his inability to perform the essential functions of his job, with or without a reasonable accommodation, due to a disability, as provided in Section 3.4 of this Agreement, shall not give rise to a right to the University Separation Payment pursuant to this Section 3.1.

**Section 3.1.7. Section 409A and 457(f).**

**Section 3.1.7.1. Intent.** The parties intend all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A"). Coach acknowledges that the penalties for noncompliance with Section 409A shall be assessed against Coach. Coach and his advisors have reviewed this document for compliance with Section 409A and are not relying on the University's review or advice. To the extent permitted by law, the parties agree to modify this Agreement to the extent necessary to comply with changes to Section 409A.

**Section 3.1.7.2. Separation from Service.** Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from services" within the meaning of Section 409A

and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," or like terms shall mean "separation from service."

**Section 3.1.7.3. Taxable Income.** All expenses or reimbursement paid under this Agreement that are taxable income to Coach shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year following the year that Coach incurs such expenses or pays such related tax.

**Section 3.1.7.4. Installment Payments.** For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

Section 3.1.7.5 Notwithstanding anything to the contrary contained in this section 3.1.7, to the extent applicable, the parties acknowledge that Code section 457(f) and/or 3121 may require some or all of the monthly payments described above to be taxable to Coach before their scheduled payment dates. Therefore, if it is the reasonable opinion of the University's counsel that Code section 457(f) applies, the University will pay the Applicable Portion (as defined below) of amounts due as set forth above before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(iv) (a "Tax Distribution"); each subsequent payment shall be reduced by a pro-rated portion of any Tax Distribution. The "Applicable Portion" means an amount, as determined by the University, equal to all federal and state income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by Coach under Code Section 457(f) at the relevant time. Additionally, to the extent the payments described in this Section 3.1.7 are considered, in the reasonable opinion of the University's counsel, to be "deferred compensation" subject to the special timing rule applicable to nonqualified deferred compensation as defined for purposes of Code section 3121(v)(2), the University will pay the Federal Insurance Contributions Act (FICA) tax imposed under section 3101, section 3121(a), and section 3121(v)(2) before the scheduled payment dates to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(vi) ("FICA Tax Distribution") and each subsequent payment shall be reduced by a pro-rated portion of any FICA Tax Distribution.

**Section 3.1.8. No Conflicts.** Nothing in this Section 3.1 shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Section 3.2, Article V, Article VIII, and Article IX. If Coach's employment is terminated pursuant to this Section 3.1, or in the circumstances described in Section 3.2.9 or Section 3.3.6, this Section 3.1 shall survive the termination of Coach's employment and shall continue in full force and effect for all purposes notwithstanding the termination of Coach's employment or expiration of the Term.

## **SECTION 3.2. TERMINATION BY UNIVERSITY FOR CAUSE.**

**Section 3.2.1. Right of University to Terminate for Cause.** In addition to the grounds for termination of Coach's employment under any other part of this Agreement, including but not limited to Section 3.1, Article V, and Article IX, the University shall have the right to terminate Coach's employment for "Cause" (as defined in Section 3.2.2) under this Section 3.2 at any time prior to the expiration of the Term.

**Section 3.2.2. Definition of "Cause."** For purposes of this Section 3.2, the term "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 the University, whether or not the conduct or omission(s) occurred while Coach was employed by the University or during Coach's prior employment at another NCAA member institution; provided, however, in no event can wins and losses be a consideration in any respect to a termination for "Cause" under this Section 3.2.2.:

- (a) Conduct or omission(s) by Coach that constitutes a Level I or Level II violation of one or more Governing Athletic Rules; or conduct or omission(s) by Coach that is likely to lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletic Rules. Such conduct or omission(s) includes but is not limited to multiple Level III violations of Governing Athletic Rules considered collectively to be a Level I or Level II violation. The University must exercise its reasonable and good faith judgment in making a determination that Cause exists pursuant to this Section 3.2.2(a), and such a determination must be based in substantial part on information received by the University relating to an investigation conducted by the NCAA enforcement staff, the SEC, legal counsel retained or employed by the University, and/or the Athletics Department's compliance office;
- (b) Conduct or omission(s) by a person who reports, directly or indirectly, to Coach that constitutes a Level I or Level II violation of one or more Governing Athletic Rules and involves either material neglect or lack of reasonable preventative compliance measures by Coach; or conduct or omission(s) by a person who reports, directly or indirectly, to Coach that is likely to lead to a NCAA finding of a Level I or Level II violation of one or more Governing Athletic Rules and involves either material neglect or lack of reasonable preventative compliance measures by Coach. Such conduct or omission(s) includes but is not limited to multiple Level III violations of Governing Athletic Rules considered collectively to be a Level I or Level II violation;
- (c) Failure of Coach to report promptly to the Athletics Director or the staff member in the Athletics Department with primary responsibility for compliance any actual knowledge of or reasonable cause to believe that a violation of Governing Athletic Rules or University Rules has been committed by Coach and/or any other person;
- (d) As contemplated by Governing Athletic Rules governing the same, Coach's: failure to promote and maintain an atmosphere of compliance with Governing Athletic Rules and University Rules within the football program; failure to monitor all employees who report directly or indirectly to Coach, and student-athletes on the football team; or knowing failure to take other reasonable steps to ensure that such persons know and strictly comply with Governing Athletic Rules and University Rules including, but not limited to, requiring them to attend compliance education sessions, encouraging them to seek interpretations as necessary, taking compliance into account when evaluating their performance, and applying appropriate disciplinary measures in the event of a violation;

- (e) Requiring a student-athlete to perform a physical act that: (i) is not relevant to the sport of football but is, instead, obviously intended to embarrass or degrade a student-athlete; (ii) unreasonably compromises the health or safety of a student-athlete; or (iii) is in direct or material conflict with restrictions or guidelines established by the University's sports medicine staff subsequent to Coach's receipt of written notification of such restrictions or guidelines;
- (f) Engaging in physical contact with a student-athlete that is obviously not necessary for instructional purposes (but not including occasional appropriate supportive or congratulatory physical contact);
- (g) Conduct or omission(s) by Coach that is obviously outside the scope of his role as Head Football Coach and causes substantial injury to or unreasonably endangers the health or safety of another person, including without limitation physical, psychological, or sexual abuse or violence;
- (h) Material conduct or omission(s) by Coach that constitutes gross insubordination;
- (i) Failure by Coach to cooperate reasonably with the University's efforts to prevent sexual assault, dating violence, domestic violence, and/or stalking;
- (j) Failure by Coach to cooperate fully with and assist, failure to protect the integrity of, or failure to make a full and complete disclosure of any relevant information during an NCAA, SEC, or University investigation;
- (k) Providing false, misleading, or incomplete material information relevant to the conduct of University business or an investigation conducted by the NCAA, the SEC, the University, or law enforcement, if Coach knew or should have known that the information was false, misleading, or incomplete;
- (l) Conduct or omission(s) by Coach constituting a prohibited conflict of interest under University Rules or applicable Tennessee law (however, such conduct or omission(s) shall not constitute Cause if, in the University's reasonable and good faith judgment, the breach is capable of being cured, and Coach cures the breach within fifteen (15) calendar days after written notice by the University specifying the nature of the breach);
- (m) Conduct or omission(s) by Coach that constitutes material neglect or inattention by Coach to the standards or duties generally expected of University employees and specifically required of Coach under this Agreement (however, such conduct or omission(s) shall not constitute Cause if, in the University's reasonable and good faith judgment, the breach is capable of being cured, and Coach cures the breach within fifteen (15) calendar days after written notice by the University specifying the nature of the breach);

- (n) Knowing misrepresentation of a material fact or knowing concealment of a material fact by Coach in the performance of Coach's duties under this Agreement;
- (o) Coach's direct or indirect sale of complimentary tickets or admissions to a University athletics event;
- (p) Counseling or instructing by Coach of any coach, football staff member, current or former student-athlete, student, or other person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the conduct of University business which is propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletics program of the University, or which shall be required by law, Governing Athletic Rules, or University Rules;
- (q) Violation of Section 3.3.5;
- (r) Coach's conviction of, plea of guilty to, or plea of nolo contendere to a criminal act or omission that constitutes either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses);
- (s) Failure by Coach to obtain prior approval for outside activities as required by Article VI;
- (t) Subject to the University's fulfillment of its obligation to offer appropriate annual information or training to Coach of his obligations hereunder, Coach's violation of University Rules relating to amorous or sexual relationships;
- (u) Subject to the University's fulfillment of its obligation to offer appropriate annual information or training to Coach of his obligations hereunder, the failure by Coach to: (i) report misconduct as required by University Rules and federal and state law (e.g., failure to comply with Tennessee laws regarding the mandatory reporting of child abuse and/or child sexual abuse); (ii) comply with the University's Title IX-related policies including without limitation failure to satisfy the duties of a mandatory reporter/responsible employee; or (iii) satisfy the duties of a "campus security authority" relating to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act);
- (v) Prolonged absence by Coach from Coach's duties under this Agreement (other than by reason if Coach is "disabled," as defined below, without the consent of the Athletics Director;
- (w) Soliciting, placing, or accepting by Coach of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any person under Coach's direct or indirect supervision (or subject to Coach's control or authority), including without limitation a student-athlete;

- (x) Furnishing by Coach of information or data relating in any manner to football, or any other sport, or any student-athlete, to any individual known by Coach to be, or whom Coach should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Coach with such person;
- (y) Failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program for student-athletes established by the University, the SEC, the NCAA, or any other governing athletic body;
- (z) Use or consumption by Coach of alcoholic beverages, narcotics, drugs, controlled substances, steroids, or other chemicals in such a degree and for such an appreciable period as to impair significantly Coach's ability to perform Coach's duties under this Agreement;
- (aa) Permitting, encouraging, or condoning, through intentional, reckless, wanton, or negligent action, the sale, use, or possession by any football staff member or student-athlete of any narcotics, drugs, controlled substances, steroids, or other chemicals, the sale, use, or possession of which by such person is prohibited by law, University Rules, or Governing Athletic Rules;
- (bb) Subject to the University's fulfillment of its obligation to offer appropriate annual information or training to Coach of his obligations hereunder, violation by Coach of UTK's Policy on Sexual Harassment, Sexual Assault, Dating and Domestic Violence, and Stalking, which may be amended by the University from time to time.
- (cc) Conduct or omissions(s) by Coach which brings or is substantially likely to bring Coach and/or the University into considerable public disrepute, embarrassment, contempt, scandal, or ridicule;
- (dd) Gross misconduct by Coach, as defined by University personnel policy now in effect or hereafter adopted or amended by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; the illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee; or

**Section 3.2.3. Separate and Independent Grounds for Termination.** The grounds for termination contained in Section 3.2.2 are separate and independent grounds for termination, and one ground for termination shall not be interpreted in any manner to modify, explain, or restrict any other ground for termination provided for anywhere in this Agreement.

**Section 3.2.4. Suspension with Pay.** In its sole discretion, the University may suspend Coach with pay pending the results of an investigation or decision relating to termination for Cause under this Section 3.2.

**Section 3.2.5. No Further Obligations.** If the University terminates Coach's employment for Cause pursuant to this Section 3.2, then all obligations of the University to Coach under this Agreement (including the obligation to provide any compensation and other payments under Article II) other than earned and accrued, but unpaid compensation shall cease as of the termination date. Coach voluntarily waives all rights to receive compensation for accrued and unused annual leave. Coach shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Coach's position as Head Football Coach from the University.

**Section 3.2.6. Other Disciplinary or Corrective Action.** For any one or more acts, omissions, or events that would be grounds for termination for Cause under this Section 3.2, the University in its sole discretion may take other disciplinary or corrective action against Coach short of terminating Coach's employment. Other disciplinary or corrective action may include, but is not limited to, one or more of the following: (i) written reprimand; (ii) suspension with pay; or (iii) suspension without pay (not to exceed ninety (90) calendar days). No such disciplinary or corrective action shall be construed to conflict with or limit the University's right to terminate Coach's employment during or subsequent to such disciplinary or corrective action. The University shall have no obligation to use progressive discipline, and any University decision to utilize progressive discipline shall not create any future obligation on the University to utilize progressive discipline.

**Section 3.2.7. Notice and Reasonable Opportunity to be Heard; Waiver of UAPA Rights.** Prior to the effective date of termination of Coach's employment for Cause or the suspension of Coach without pay under this Section 3.2, the University shall afford Coach notice and an opportunity to meet personally with the Athletics Director within twenty four (24) hours of such notice to respond to the proposed termination or suspension. Coach voluntarily waives all rights to a post-termination or post-suspension without pay opportunity to contest a termination or suspension without pay pursuant to this Section 3.2, including but not limited to his rights under the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 et seq, but Coach does not waive any rights he may have under Section 3.3.6.

**Section 3.2.9. Limitation of Remedies in Event of Breach.** In the event a termination of Coach's employment by the University under this Section 3.2 is ultimately found to be a breach of this Agreement by the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, then Coach shall be entitled only to the remedies described in Section 3.1 according to the date of termination, and statutory interest on any unpaid amounts, in lieu of all other legal remedies or equitable relief.

**Section 3.2.10. No Conflicts.** Coach agrees that nothing in this Section 3.2 shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Section 3.1, Article V, Article VIII, and Article IX.

**Section 3.2.11. Survival.** If Coach's employment is terminated pursuant to this Section 3.2, then

this Section 3.2 shall survive the termination of Coach's employment and shall continue in full force and effect for all purposes notwithstanding the termination of Coach's employment.

**SECTION 3.3. TERMINATION BY COACH.**

**Section 3.3.1. Right of Coach to Terminate Without Cause.** In his sole discretion and at any time during the Term (subject to Section 3.3.2), Coach shall have the right to terminate Coach's employment without cause upon written notice to the University. The effective date of the termination ("Coach Termination Date") shall be the date on which Coach issues the written notice to the University or any other date specified in the notice that is after the date the notice is given. If Coach provides an effective date other than the date on which the notice is issued, the University, in its discretion, may expedite the termination date to the date the notice is issued, and this date shall be the termination date for purposes of Coach's obligation under Section 3.3.2.

**Section 3.3.2. Coach Separation Payment.** If Coach terminates Coach's employment without cause at any time during the Term, then Coach (or a third party on Coach's behalf) shall pay the University a separation payment ("Coach Separation Payment") in the amount of: (i) \$8,000,000 in the event such termination occurs prior to December 15, 2022; or (ii) \$6,000,000 in the event such termination occurs on or after December 15, 2022, but prior to December 15, 2023; or (iii) \$4,000,000 in the event such termination occurs on or after December 15, 2023, but prior to December 15, 2024; or (iv) \$3,000,000 in the event such termination occurs on or after December 15, 2024, but prior to December 15, 2025; or (v) \$2,000,000 in the event such termination occurs on or after December 15, 2025, but prior to December 15, 2026 (with no payment being due in the event such termination occurs on or after December 15, 2026). Payment of the Coach Separation Payment shall be paid to the University before the last day of the month following the month in which Coach gave notice he was terminating his employment.

**Section 3.3.3. Bargained-For Agreement.** The parties have bargained for and agreed to the Coach Separation Payment, giving consideration to the fact that Coach's promise to work for the University for the entire Term is an essential consideration in the University's decision to employ him as the Head Football Coach and the fact that the University will commit substantial financial resources to the success of the football program and that if Coach terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which could include, but not be limited to, additional expenses to search for another head football coach, salary or other compensation to hire another head football coach, and tangible and intangible detriment to the football program of the University and support of its fans and donors. Accordingly, Coach agrees that the amount of the Coach Separation Payment is a reasonable and fair approximation of the harm that the University will incur in the event of the termination of Coach's employment by Coach. The Coach Separation Payment shall not be, nor be construed to be, a penalty.

**Section 3.3.4. Further Obligations.** If Coach terminates Coach's employment without cause pursuant to Section 3.3.1, then all obligations of the University to Coach under this Agreement (including the obligation to provide any compensation and other payments under Article II) other

than earned and accrued, but unpaid compensation shall cease as of the Coach Termination Date, and Coach shall be eligible for any post-termination benefits applicable to other regular full-time employees who terminate employment with the University (e.g., COBRA) except Coach voluntarily waives all rights to receive compensation for accrued and unused annual leave. Coach shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Coach's position as Head Football Coach from the University.

**Section 3.3.5. Notification of Athletics Director about Any Discussions Concerning Other Employment.** Coach shall promptly orally notify the Athletics Director in the event Coach (or any individual or entity acting on behalf of Coach) has any discussions with any college or university or a pro football entity (or any individual acting on behalf of the entity) regarding potential employment by or with another college or university or a pro football entity.

**Section 3.3.6. Right of Coach to Terminate for Material Breach.** In addition to Coach's rights under Section 3.3.1, Coach shall have the right, subject to applicable Tennessee law, to terminate Coach's employment in the event of a material breach by the University of its duties under this Agreement if: (i) the breach is capable of being cured and the University fails to cure the material breach within thirty (30) calendar days after the University's receipt of written notice from Coach specifying the nature of the breach; or (ii) the breach is not capable of being cured. If, after a termination of Coach's employment by Coach under this Section 3.3.6, the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, finds in favor of Coach, then Coach's remedies shall be limited to the remedies described in Section 3.1 based on the Coach Termination Date, in lieu of all other legal remedies or equitable relief. If, after a termination of Coach's employment by Coach under this Section 3.3.6, the Tennessee Claims Commission or a court of competent jurisdiction, after any available appeals have been exhausted, finds in favor of the University, then the University's remedies shall be limited only to the remedies described in Section 3.3.2 based on the Coach Termination Date, in lieu of all other legal remedies or equitable relief.

**Section 3.3.7. Survival of Section.** If Coach's employment is terminated pursuant to this Section 3.3, then this Section 3.3 shall survive the termination of Coach's employment and shall continue in full force and effect for all purposes notwithstanding the termination of Coach's employment.

#### **SECTION 3.4. TERMINATION UPON DEATH OR DISABILITY OF COACH.**

**Section 3.4.1. Death.** Coach's employment shall terminate automatically upon the death of Coach, and all salary, compensation, benefits, and perquisites (including the obligation to provide any compensation and other payments under Article II) and any other obligations owed by the University under this Agreement shall terminate as of the conclusion of the calendar month in which death occurs, except that the executor or administrator of Coach's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach under any University Rules now in effect or hereafter adopted by the University (and except for other payments earned and accrued prior to the effective date of termination).

**Section 3.4.2. Disability.** Coach's employment shall terminate automatically if Coach becomes unable to perform the essential functions of his job, with or without reasonable accommodations,

due to a disability (as defined by the Americans with Disabilities Act and the Tennessee state law equivalent), as determined by the University in good faith. If applicable, the University will engage in an interactive process with Coach to determine whether Coach can be reasonably accommodated. If Coach's employment is terminated pursuant to this Section 3.4.2, all unearned salary, compensation, benefits, and perquisites (including the obligation to provide any compensation and other payments under Article II) and any other obligations owed by the University under the Agreement shall terminate, except that Coach shall receive: (i) any disability benefits to which he is entitled under any disability program in which he is enrolled; (ii) compensation for his accrued and unused annual leave; and (iii) other payments which were due or accrued prior to the effective date of termination.

#### **ARTICLE IV - DUTIES**

**SECTION 4.1. DUTIES.** Subject to other provisions of this Agreement, Coach shall, to the best of his ability, utilize his reasonable efforts to devote his full time, ability, skill, attention, and loyalty to the performance of the duties of Head Football Coach. Coach shall report directly to the Athletics Director. Coach shall, in all material respects and to the best of his ability, utilize Coach's reasonable efforts to be responsible for performing duties ordinarily associated with and performed by a head football coach at a major university that participates in intercollegiate football competition at the NCAA Division I Football Bowl Subdivision level, in compliance with Governing Athletic Rules, University Rules, and the law, including without limitation:

- (a) Leading, supervising, evaluating, recruiting, training, conditioning, disciplining, educating, developing, promoting, and coaching the University's football team to compete successfully in the SEC and nationally.
- (b) Supporting the University's educational mission by maintaining an environment in which the pursuit of higher education is a priority as may be reflected by football student-athletes' class attendance, grade point averages, graduation rates, and NCAA Academic Progress Rates.
- (c) Subject to departmental budgetary limitations, University hiring practices, and the final approval of the Athletics Director - which approval shall not be unreasonably withheld - the recruitment, hiring, supervision, disciplining, termination, and evaluation of the performance of the Team's assistant coaches.
- (d) Perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and in accordance with the high moral, ethical, conduct, and academic standards of the University. At all times, Coach shall ensure that all employees and students under Coach's direct supervision, or subject to Coach's direct or indirect control (e.g., a football student-athlete or an employee with duties directly related to football), comport themselves in a like manner on and off the field. Such efforts shall include without limitation maintaining rules of conduct, imposing fair discipline for violations of those rules, and implementing reasonable education to prevent misconduct.

- (e) Becoming knowledgeable of and complying with all Governing Athletic Rules and University Rules, to which Coach acknowledges he has access.
- (f) As contemplated by Governing Athletic Rules, promoting and advancing institutional control over every aspect of the football program; promoting and maintaining an atmosphere of compliance with Governing Athletic Rules and University Rules within the football program; monitoring all employees who report directly or indirectly to Coach, and students on the football team, and taking other reasonable steps to ensure that such persons know and strictly comply with Governing Athletic Rules and University Rules including, but not limited to, requiring them to attend compliance education sessions, encouraging them to seek interpretations as necessary, taking compliance into account when evaluating their performance, and applying appropriate disciplinary measures in the event of a violation. The University agrees to cooperate in good faith with Coach in his efforts to fulfill his responsibilities under Governing Athletic Rules to promote an atmosphere of compliance and monitor the activities of his staff.
- (g) Engaging in reasonable actions in the development, implementation, management, and monitoring of all aspects of prospective football student-athlete recruiting, including but not limited to: recruiting contacts, evaluations, official visits, telephone calls and other communications, improper benefits, and any travel-related activities of prospective student-athletes and the football program's coaching staff; and in the development and implementation of effective plans and strategies to recruit academically qualified student-athletes who possess the talent necessary to ensure the football team is competitive in the SEC and who possess the personal characteristics necessary to be well-regarded representatives of the University.
- (h) Reporting promptly to the Athletics Director or the staff member in the Athletics Department with primary responsibility for compliance any actual knowledge of or reasonable cause to believe that one or more violations of Governing Athletic Rules or University Rules have been committed by himself and/or any other person;
- (i) Cooperating fully in any investigation of any aspect of the football program or the intercollegiate athletics program, whether by the NCAA, the SEC, or the University.
- (j) Working cooperatively with the Athletics Compliance Office on compliance matters and Governing Athletic Rules education.
- (k) Protect the health and welfare of football student-athletes. Coach agrees that final decisions regarding student-athletes' participation in practices and competitions shall be made by the Athletics Department's sports medicine staff and that such decisions shall not be considered a breach of this Agreement.
- (l) Providing substantive input and working in good faith with the Athletics Director to schedule future opponents, supporting in good faith the Athletics Director's negotiations and other efforts to schedule future opponents, and not unreasonably objecting to any such future opponents. The Athletics Director is the final decision maker on scheduling.

- (m) Making diligent, good faith efforts to maintain and cultivate positive and effective working relations with governing boards, associations, conferences, committees, alumni, the media, the public, students, faculty, staff, and friends of the University.
- (n) Under the direction of the Athletics Director, making diligent, good faith efforts to maintain responsibility for the fiscal and budgetary functions associated with the football program.
- (o) Recognizing that his statements about any aspect of the University and its employees are often publicized and agreeing to use his best efforts to keep comments he makes about the University and its employees positive and constructive, except as approved by the Athletics Director.
- (p) Performing the duties of a "campus security authority" under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the duties of a mandatory reporter/responsible employee under UTK's Policy on Sexual Harassment, Sexual Assault, Dating and Domestic Violence, and Stalking (which may be amended by the University from time to time).
- (q) Materially performing other duties specifically described elsewhere in this Agreement, including without limitation Section 2.2.2.
- (r) Materially performing other reasonable football-related duties as may be reasonably assigned by the Athletics Director from time to time.

Notwithstanding anything to the contrary in this Section 4.1, a breach of a duty described in this Section 4.1 shall not be considered to be cause sufficient to terminate Coach's employment unless termination for the breach would be for "Cause" under Section 3.2.2.

**SECTION 4.2. INSTITUTIONAL CONTROL.** Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by Governing Athletic Rules over every aspect of the football program. Coach agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement. For example, Coach agrees to follow all protocols established by the Chancellor and/or the Athletics Director from time to time with respect to contact with University officials (including without limitation members of the Board of Trustees) about matters of concern relating to the football program and/or the Athletics Department. The foregoing shall not be deemed to prohibit non-substantive social discourse between Coach and University officials in the context of social or other gatherings at which Coach and one or more University officials are present, but discussion of all substantive issues about the football program or the Athletics Department shall be handled in accordance with established protocols. In addition, Coach shall at all times recognize that as part of the University's administration and its publicly visible representative, Coach has a duty to support the policies and academic priorities of the University in his actions and in public discourse.

**SECTION 4.3. STUDENT-ATHLETE DECLARED INELIGIBLE.** Coach recognizes that the primary mission of the University is higher education. Coach also recognizes that a student-athlete may be declared not

eligible for competition: (i) for academic reasons; (ii) because the University believes the student-athlete would not be an appropriate representative of the University; (iii) because the University believes that the student-athlete is not eligible according to Governing Athletic Rules; and/or (iv) under University Rules. Coach agrees that such action by the University shall not be considered a breach of this Agreement.

## **ARTICLE V - ENFORCEMENT OF GOVERNING ATHLETIC RULES**

**SECTION 5.1. DISCIPLINARY OR CORRECTIVE ACTION REQUIRED BY NCAA AND/OR SEC.** Coach agrees that the University, as a member of the NCAA and the SEC, is required to apply and enforce certain Governing Athletic Rules with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 to include the following stipulations in this Agreement: "(a) [Coach] has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3); and (b) An individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment." Further, pursuant to SEC Bylaw 19.8.1, the University is including an obligation on Coach to comply with the Governing Athletic Rules and Coach "agrees to be bound by and will comply with the enforcement, penalty, and other disciplinary provisions and procedures of the NCAA and of the Conference, including but not limited to the provisions of Article 4 of the Constitution and of this Bylaw 19.8." If Coach is found in violation of Governing Athletic Rules or responsible for another person's violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, Article 4 of the SEC Constitution, and/or SEC Bylaw 19.8, including but not limited to suspension without pay or termination of employment for significant or repetitive violations, whether the violation(s) occurred while Coach was employed by the University or during prior employment at another NCAA member institution. For the purposes of this Agreement, the phrase "significant or repetitive violations" shall mean any Level I or Level II violation of one or more Governing Athletic Rules or multiple Level III violations considered collectively to be a Level I or Level II violation, whether committed by Coach or for which Coach has been found responsible.

**SECTION 5.2. NCAA COMMITTEE ON INFRACTIONS FINDING.** Coach agrees that a finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee), or an agreed-on finding approved by the NCAA Committee on Infractions in the course of a summary disposition or a negotiated resolution, or a finding through the Independent Accountability Resolution Process that Coach has engaged in or condoned a Level I or Level II violation of one or more Governing Athletic Rules, or is responsible for another person's Level I or Level II violation(s) of Governing Athletic Rules, shall constitute a material breach of this Agreement that is not capable of being cured, and the University, in its sole discretion, may elect to terminate Coach's employment, suspend Coach without pay for up to ninety (90) days (unless NCAA rules dictate a longer period of suspension without pay), or take other disciplinary or corrective action against Coach as set forth in the provisions of the NCAA enforcement procedures upon written notice to Coach within thirty (30) calendar days of the finding by the NCAA Committee on Infractions (or, if appealed by the University, by the NCAA Infractions Appeals Committee) or the NCAA Committee on Infractions' approval of the agreed-on finding, or a finding through the Independent Accountability Resolution Process, whether the violation(s) occurred while Coach was employed by the University or during prior employment at another NCAA member institution.

**SECTION 5.3. NCAA/SEC FINES AND PENALTIES.** Coach agrees to comply with any penalty imposed by the NCAA and/or the SEC pursuant to Governing Athletic Rules, following the exhaustion of any available appeals by Coach. Any fine or other penalty imposed personally on Coach or on the University as the result of Coach's personal conduct by the NCAA and/or the SEC shall be the sole responsibility of Coach to pay.

**SECTION 5.4. FURTHER OBLIGATIONS.** Upon termination of Coach's employment pursuant to this Article V, all obligations of the University to Coach under this Agreement (including the obligation to provide any compensation and other payments under Article II) other than earned and accrued, but unpaid compensation shall cease as of the termination date. Coach voluntarily waives all rights to receive compensation for accrued and unused annual leave. Coach shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Coach's position as Head Football Coach from the University.

**SECTION 5.5. NOTICE AND REASONABLE OPPORTUNITY TO MEET; WAIVER OF UAPA RIGHTS.** Prior to implementing any disciplinary or corrective action as contemplated by this Article V against Coach based on a finding by the SEC, NCAA Committee on Infractions, or, if appealed, the NCAA Infractions Appeals Committee, the University shall afford Coach notice and an opportunity to meet personally with the Athletics Director within twenty four (24) hours of such notice to respond to the proposed disciplinary or corrective action. Coach voluntarily waives all rights to a post-termination or post-suspension opportunity to contest a termination or suspension without pay pursuant to this Article V under University Rules and the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 *et seq.*, but Coach does not waive any rights he may have under Section 3.3.6.

**SECTION 5.6. NO CONFLICTS.** Nothing in this Article V shall be construed to conflict with or limit the University's rights set forth in any other part of this Agreement, including but not limited to Article III and Article IX.

## **ARTICLE VI - OUTSIDE ACTIVITIES**

**SECTION 6.1. PRIOR WRITTEN APPROVAL.** Coach shall not engage in any outside activities without the prior written approval of the Athletics Director and the Chancellor. Approved outside activities shall be conducted by Coach in accordance with Governing Athletic Rules, University Rules, and the law. In conducting approved outside activities, Coach shall avoid any use, directly or by implication, of the University's name, logo, or other University trademark or intellectual property without the prior written approval of the Athletics Director and the Chancellor (if given, such approval shall expire automatically upon the termination of Coach's employment or expiration of the Term).

**SECTION 6.2. DEFINITION OF OUTSIDE ACTIVITIES.** For purposes of this Article VI, "outside activities" means activities performed and/or income or benefits received outside the course and scope of Coach's employment as Head Football Coach including, without limitation: personal services contracts; sports camps; radio, television, internet, or other media shows, programs and appearances not approved by the University's multi-media rights partner, but not including routine media interviews for which Coach receives no compensation; serving on corporate boards of directors; endorsing, promoting, consulting, or advertising for commercial purposes any product or service, including without limitation shoe, apparel, or equipment manufacturers; speaking engagements; written publications; and public appearances. "Outside activities" does not mean owning less than ten percent of any publicly traded

security or receiving interest, gains or dividends from a savings account, checking account, certificate of deposit, publicly available mutual fund, or publicly available and passive investments which require nominal attention by Coach and which do not interfere with his duties as Coach. "Income or benefits" includes cash payments, bonuses, annuities, interest, honoraria, royalties, and other income; housing allowances or benefits (including preferential housing arrangements); country club memberships; charitable fundraising; complimentary tickets.

**SECTION 6.3. ANNUAL REPORT.** Coach shall submit an annual written detailed report of all outside activities to the Chancellor, consistent with the way in which the Athletics Department's collects this information from other employees. Upon request, the University shall have reasonable access to all records of Coach necessary to verify the information contained in such report.

**SECTION 6.4. GROUND FOR WITHHOLDING OR CONDITIONING APPROVAL.** The Athletics Director and the Chancellor shall not unreasonably withhold or condition their approval of Coach's proposed outside activities. Reasonable grounds for withholding approval and/or reasonable grounds for conditioning approval include without limitation, as determined in the reasonable and good faith judgment of the Athletics Director and the Chancellor:

- (a) The proposed activity would violate Governing Athletic Rules;
- (b) The proposed activity would involve a conflict of interest with Coach's University duties pursuant to the University Rules;
- (c) The proposed activity would reflect adversely on the University and/or Coach;
- (d) The proposed activity would interfere with Coach's ability to apply his best efforts to the full performance of his duties under this Agreement;
- (e) The proposed activity would usurp a corporate opportunity of the University;
- (f) The University has a current or existing agreement (or is actively engaging in negotiations) with another vendor, business entity, or commercial enterprise that provides substantially the same type of product, service, or benefit as that involved in the proposed activity;
- (g) With respect to agreements for endorsements of businesses, services, and products that fall within the University's agreement with the University's multi-media rights partner - including radio and television commercials, print advertisements, and personal appearances - following notice by the Athletics Director to the University's multi-media rights partner - the University's multi-media rights partner objects to the proposed activity or approves of the proposed activity only upon certain conditions; and
- (h) The proposed activity would involve the use of University facilities or resources.

A breach of conditions imposed by the Athletics Director and the Chancellor concerning outside activities shall be deemed to be a breach of this Agreement. In addition to any conditions imposed by the Athletics Director and the Chancellor pursuant to this Section 6.4, Coach shall comply with Section 6.5 and Section

6.6, if applicable.

**SECTION 6.5. FOOTBALL CAMPS.** All football camps conducted by Coach at University facilities shall be operated through the University and in accordance with Governing Athletic Rules and University Rules, and all compensation for coaches and staff shall be paid through the University's payroll or its disbursement voucher system. Coach may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior written approval from the Athletics Director. The University shall use its best efforts to minimize camp operational costs relating to housing, facilities, and food, in accordance with University Rules. It is understood and agreed that University shall pay Coach all "net profits" from any of said camps and Coach may distribute or cause the University to distribute any of said "net profits" with the Athletics Director's approval, which approval shall not be unreasonably withheld or delayed.

**SECTION 6.6. WRITTEN PUBLICATIONS AND PUBLIC SPEAKING.** Coach may write for publications and speak before public gatherings, provided said writings and speeches comply with Governing Athletic Rules and are made in the same professional way and manner expected of any member of the administrative staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach or otherwise pays for travel or other expenses associated with the receipt of an honorarium, Coach agrees to use the honorarium to promptly reimburse the University for any such expenses.

**SECTION 6.7. NO UNIVERSITY LIABILITY FOR OUTSIDE ACTIVITIES.** The University shall have no responsibility or liability for any claim arising out of Coach's performance of outside activities or for any other activity outside the scope of his University employment. In undertaking outside activities, Coach shall make clear to any individual or entity with whom Coach may be involved that Coach is acting in his independent, individual capacity and not as an agent, employee, and/or other representative of the University.

## **ARTICLE VII - INTELLECTUAL PROPERTY**

**SECTION 7.1. RIGHT TO USE COACH'S NAME.** Coach grants the University the right during the Term (such right being extinguished upon the date of a termination or expiration of the Term for any reason) to use, and the right to grant to others (where such right is contractually required), use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, and/or facsimile image (collectively, Coach's "Name") in any manner in connection with: all radio, television, internet, and other media shows, programs and appearances; all endorsement or consultation contracts entered into by the University or the University's multi-media rights partner (but not as an endorsement by Coach of any product or service absent Coach's written consent, which consent shall not be unreasonably withheld); and all University contracts with athletics shoe, equipment, and apparel manufacturers.

**SECTION 7.2. UNIVERSITY RESERVATION OF RIGHTS.** Coach covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through

a third-party. Coach further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the Term and the exclusive right to designate the apparel, shoes, and equipment to be used by the Athletics Department.

**SECTION 7.3. POST-TERMINATION RIGHTS - UNIVERSITY.** Coach covenants and agrees that, upon termination of Coach's employment, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the football program, the Athletics Department, or Coach's employment that were created or produced during the Term, notwithstanding the fact that such intellectual property or media rights may contain Coach's Name. Coach shall have no further right to any compensation for any such continued use of his Name by the University unless expressly provided in this Agreement.

**SECTION 7.4. POST-TERMINATION RIGHTS - COACH.** Except as otherwise provided in this Agreement, Coach shall retain all rights in and to Coach's Name, Image and Likeness.

**SECTION 7.5. SURVIVAL.** The rights and obligations described in this Article VII shall survive the termination of Coach's employment or expiration of the Term and shall continue in full force and effect for all purposes notwithstanding the termination or expiration of the Term.

#### **ARTICLE VIII - LIMITATION OF REMEDIES AND WAIVER OF CLAIMS**

**SECTION 8.1. LIMITATION OF REMEDIES AND WAIVER OF CLAIMS - UNIVERSITY TERMINATION.** The financial consequences of the termination or suspension of Coach's employment or other disciplinary actions pursuant to Section 3.1, Section 3.2, Section 3.4, Article V, and/or Article IX are exclusively set forth in this Agreement. In any instance of a termination or suspension of Coach's employment pursuant to Section 3.1, Section 3.2, Section 3.4, Article V, and/or Article IX, except as expressly provided for in this Agreement, the University shall have no liability whatsoever to Coach, nor shall Coach be entitled to receive, and Coach hereby waives and releases all claims that Coach or his personal representatives may have against the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns for: (i) payment of fringe benefits; (ii) accrued and unused annual leave; (iii) the amounts payable under Article II or any other athletically related income or benefits derived by virtue of Coach's position as the Head Football Coach; (iv) any direct or consequential damages by reason of any economic loss, including, but without limitation, loss of outside or collateral business income or opportunities, talent fees, earning capacity, incentive and supplemental income, benefits, or perquisites; and/or (v) alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Coach acknowledges that in the event of the termination or suspension of Coach's employment for Cause, without Cause, or otherwise, Coach shall have no right to occupy the position of the Head Football Coach and Coach's sole remedies are provided for in this Agreement and shall not extend to injunctive relief.

**SECTION 8.2. LIMITATION OF REMEDIES AND WAIVER OF CLAIMS - COACH TERMINATION.** The financial consequences of the termination of Coach's employment pursuant to Section 3.3 are exclusively set forth in this Agreement. In any instance of a termination of Coach's employment pursuant to Section 3.3, except as expressly provided for in Section 3.3, Coach shall have no liability whatsoever to the

University, nor shall the University be entitled to receive, and the University hereby waives and releases all claims that that the University may have against the Coach, said claims to include, without limitation, claims for: (i) any direct or consequential damages; and/or (ii) alleged reputational damage, humiliation or defamation resulting from the fact of such termination, the public announcement thereof, or Coach's release of information or documents required by law. Nothing herein shall limit or decrease Coach's liability to the University for intentional torts, criminal acts, or fraudulent conduct or omissions.

**ARTICLE IX - MATERIAL INDUCEMENT FOR UNIVERSITY'S AGREEMENT  
AND RESERVATION OF RIGHTS**

**SECTION 9.1. COACH'S REPRESENTATIONS AND WARRANTIES.** As a material inducement to the University to execute and perform this Agreement, Coach represents and warrants the following to the University:

- (a) Neither he nor any person acting on his behalf knowingly misrepresented material information, knowingly withheld material information, or knowingly provided incomplete or false material information during the University's process of interviewing and hiring Coach;
- (b) He has disclosed to the University all material information known to him concerning previous NCAA, conference, or institutional rules violations or potential violations committed by him or any coach, staff member, or other person under his direct or indirect control at any other NCAA member institution prior to the date on which he executed this Agreement;
- (c) He has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or University Rules by any assistant coach, staff member, or any other person associated with UTK's football program prior to the date on which he executed this Agreement;
- (d) He has not knowingly furnished the NCAA or the University with false, misleading or incomplete information concerning his, any assistant coach's, any staff member's, or any other person's involvement in or knowledge about matters relevant to a possible violation of an NCAA regulation or University Rule when requested to do so by the NCAA or the University;
- (e) He is not restricted from entering into this Agreement by any conflicting obligations to another authority, person, body, or entity; and
- (f) He has never been convicted of, pled guilty to, or pled nolo contendere to a criminal act that constituted either (i) a felony or (ii) a misdemeanor involving moral turpitude (excluding minor traffic offenses).

**SECTION 9.2. BREACH OF REPRESENTATION OR WARRANTY; NOTICE AND REASONABLE OPPORTUNITY TO MEET; WAIVER OF UAPA RIGHTS.** Coach agrees that a breach of any representation or warranty contained in Section 9.1 shall be a material breach of this Agreement that is not capable of being cured,

and the University in its sole and reasonable discretion may elect to terminate Coach's employment upon written notice to Coach. In its sole and reasonable discretion, the University may elect to terminate Coach's employment under this Article IX but continue Coach's employment, with or without a new employment agreement. Prior to the effective date of termination of Coach's employment pursuant to this Article IX, the University shall afford Coach notice and an opportunity to meet personally with the Athletics Director within 24 hours of such notice to respond to the proposed termination. Coach voluntarily waives all rights to a post-termination opportunity to contest a termination pursuant to this Article IX, including but not limited to his rights under the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated § 4-5-301 et seq.

**SECTION 9.3. NO FURTHER OBLIGATIONS.** Upon termination of Coach's employment pursuant to this Article IX, all obligations of the University to Coach under this Agreement (including the obligation to provide any compensation and other payments under Article II) other than earned and accrued, but unpaid compensation shall cease as of the termination date. Coach voluntarily waives all rights to receive compensation for accrued and unused annual leave. Coach shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Coach's position as Head Football Coach from the University (except for payments earned and accrued prior to the effective date of termination).

**SECTION 9.4. NO CONFLICTS.** Coach agrees that nothing in this Article IX shall be construed to conflict with or limit the University's rights set forth in any other Article of this Agreement, including but not limited to Article III and Article V.

#### **ARTICLE X - DEFINITIONS**

In addition to words, terms, or phrases defined elsewhere in this Agreement, the following words, terms, or phrases shall have the following meanings in this Agreement:

**SECTION 10.1. ATHLETICS DIRECTOR.** "Athletics Director" means UTK's Vice Chancellor and Director of Athletics (or the individual holding a similar title and who is the most senior administrator within the Athletics Department) and, in his/her discretion, his/her designee.

**SECTION 10.2. CHANCELLOR.** "Chancellor" means UTK's Chancellor.

**SECTION 10.3. GOVERNING ATHLETIC RULES.** "Governing Athletic Rules" means: (i) all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and all amendments, supplements, or modifications thereto, promulgated 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 intercollegiate athletics program, provided Coach has been notified of the same by any employee of the University designated by the Athletics Director; and (ii) all state or federal laws or regulations regulating college athletics, coaches, staff, student-athletes, or competition.

**SECTION 10.4. NCAA.** "NCAA" means the National Collegiate Athletic Association and its successors and assigns, or any other athletic association of which the University, subsequent to the execution of this Agreement, may be a member.

**SECTION 10.5. SEC.** "SEC" means the Southeastern Conference and its successors and assigns, or any other athletic conference of which UTK, subsequent to the execution of this Agreement, may be a member.

**SECTION 10.6. UNIVERSITY.** "University" means the University of Tennessee.

**SECTION 10.7. UNIVERSITY RULES.** "University Rules" means all present or future policies, procedures, rules, regulations, and guidelines of the University, and of UTK.

**SECTION 10.8. UTK.** "UTK" means the University of Tennessee, Knoxville.

#### **ARTICLE XI - CONFIDENTIAL INFORMATION**

**Section 11.1. Confidential Information.** By virtue of his position as Head Football Coach, Coach agrees that non-public information, which provides a competitive advantage to UTK's football program, will be created, developed, learned by, and entrusted to him during the course of his employment with the University. Coach agrees that some non-public information is specialized, unique in nature, has an independent economic value to the University and the University's competitors within the Division I Football Bowl Subdivision, and is of a type of information for which it is not a generally accepted practice in the college football industry to use, share, or disclose such information (collectively, "Confidential Information"). Coach covenants not to misappropriate, use, share or disclose any Confidential Information during the Term or anytime thereafter (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 would place the UTK 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 if Coach violates this Section 11.1, including a decree enjoining Coach from sharing or disclosing any Confidential Information. Coach shall not be prohibited from making truthful statements: to his personal legal counsel; when defending himself in litigation or NCAA proceedings; or if required to testify by a court or a governmental or regulatory body or agency.

**SECTION 11.2. SURVIVAL.** This Section 11 shall survive the termination of Coach's employment or expiration of the Term.

**SECTION 11.3. BLUE PENCIL PROVISION.** If it is determined by a court of competent jurisdiction that any provision of this Section 11 is excessive in duration or scope or is otherwise unenforceable, then it is the intention of the University and Coach that such provision be modified by the court to render the provision enforceable to the maximum extent permitted by law.

#### **ARTICLE XII - MISCELLANEOUS**

**SECTION 12.1. COMPLETE AGREEMENT.** This Agreement contains the complete agreement between the parties concerning Coach's employment as the Head Football Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

**SECTION 12.2. MODIFICATION.** This Agreement may only be modified by a writing signed by Coach and the Chancellor.

**SECTION 12.3. EFFECT OF INVALIDITY OF PROVISION.** The invalidity of any provision of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision, provided that such invalidity does not substantially undermine the intent of the parties.

**SECTION 12.4. NO EXPRESS OR IMPLIED CONTRACT; NO TENURE.** Coach acknowledges that no policy or procedures manual, faculty or staff handbook, course of conduct, practice, award, commendation, promotion, transfer, or length of service creates any express or implied contract modifying any part of this Agreement. Coach acknowledges that his employment with the University is not a tenure-track position and shall not lead to tenure, nor shall Coach be afforded any rights under UTK's Faculty Handbook.

**SECTION 12.5. TENNESSEE LAW.** This Agreement shall be interpreted in accordance with Tennessee law.

**SECTION 12.6. CAPTIONS.** The captions of the various provisions contained in this Agreement are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

**SECTION 12.7. NOTICE.** Any notice required or permitted to be given under this Agreement shall be sufficient if given in writing and either: (i) delivered in person, (ii) sent via electronic mail, or (iii) sent by a nationally recognized delivery service (e.g., FedEx, etc.). Notice shall be deemed given when the written notice is: (i) delivered in person, (ii) sent via electronic mail, or (iii) placed with a nationally recognized delivery service. Notice to Coach shall be sent to his campus office or to his University-provided e-mail account(s), with a copy of such notice delivered to Coach's representative, as follows:

Rick Smith via email to ricksmith@prioritysports.biz

Notice to the University shall be delivered to the Athletics Director at his or her campus office or University provided e-mail address, with a copy to the University General Counsel.

**SECTION 12.8. RETURN OF UNIVERSITY PROPERTY.** All documents, files, records, materials (in any format, including electronically stored information), equipment, or other property, including without limitation, personnel records, recruiting records, team information, athletic equipment, films, videos, statistics, keys, credit cards, laptop computers, software programs, and electronic communication devices, furnished to Coach by the University or developed by Coach at the University's direction or for the University's use or otherwise in connection with Coach's employment with the University are and shall remain the sole and confidential property of the University. Upon termination of Coach's employment or the expiration of the Term, Coach shall, upon initiation by the University in writing, complete the University's exit procedure, including immediately returning all University property in his possession (without deleting or destroying the content). The foregoing provisions shall not apply to Coach's personal notes, personal playbooks, memorabilia, diaries, and similar personal records of Coach,

which he is entitled to retain.

**SECTION 12.9. DEDUCTION FOR DEBTS.** Upon the expiration of the Term or termination of Coach's employment for any reason, Coach agrees that the University shall be entitled to withhold and deduct from any final payment of any kind that is owed to Coach by the University the amount of any indebtedness owed to the University by Coach, in accordance with the procedures described in University Human Resources Policy 0515.

**SECTION 12.10. NO WAIVERS.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred. Nothing contained in this Agreement shall be construed to constitute a waiver or relinquishment by the University of any rights to claim such exemptions, privileges, and immunities as may be provided by law, including without limitation the University's sovereign immunity and the University's immunity under the Eleventh Amendment to the United States Constitution. This Section 12.10 shall survive the termination of Coach's employment or expiration of the Term.

**SECTION 12.11. TAXES.** Coach agrees to be responsible for the payment of all taxes required by law on all compensation or benefits provided by the University. Except as set forth in this Agreement, Coach agrees to defend, indemnify, and hold harmless the University, its trustees, officers, employees, or agents, and their respective successors, heirs, and assigns from all claims or penalties asserted against them for any failure to pay taxes required by law on any compensation or benefit provided by the University pursuant to this Agreement. Coach expressly acknowledges that the University has not made, nor herein makes, any representation about the tax consequences of any consideration provided by the University to Coach pursuant to this Agreement or otherwise in connection with his employment, except where otherwise explicitly noted.

**SECTION 12.12. EFFECT ON OTHER PERSONS; NO ASSIGNMENT.** This Agreement shall be binding upon the parties and their respective successors, assigns, heirs, and personal and legal representatives, but neither party may assign, pledge, or encumber its respective rights, interests, or obligations under this Agreement.

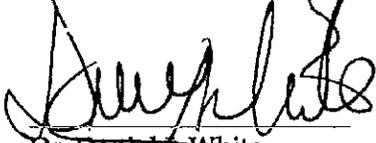
**SECTION 12.13. DRAFTING - NO PRESUMPTION.** Each party hereto shall be viewed as an equal participant to the drafting of this Agreement, and each party agrees that there shall be no presumption against the drafting party. Coach acknowledges that he has had the opportunity to consult with counsel before executing this Agreement and have his attorney involved in drafting this Agreement, that he has read and understands this Agreement, and that its provisions are reasonable and enforceable and that he shall abide by them.

**SECTION 12.14. AUTHORITY.** This Agreement shall not be binding on the University until signed by the Chancellor. Coach expressly acknowledges that the Athletics Director does not have the authority to bind the University with respect to this Agreement, any amendment of this Agreement, or Coach's employment as the Head Football Coach. The University may terminate Coach's employment, as provided in this Agreement, by giving written notice of termination signed by the Chancellor.

**SECTION 12.15. 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. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format ("pdf") form, or by any other electronic means intended to preserve the graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be the original signatures for all purposes.

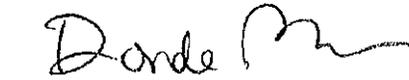
**IN WITNESS WHEREOF,** the parties hereto have executed this Employment Agreement on the dates shown below.

**THE UNIVERSITY OF TENNESSEE**



Dr. Daniel J. White  
Vice Chancellor and Director of Athletics  
The University of Tennessee, Knoxville

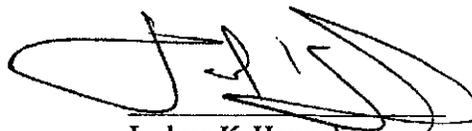
2.14.22  
Date



Dr. Donde Plowman  
Chancellor  
The University of Tennessee,  
Knoxville

3 - 31 - 22  
Date

**JOSHUA K. HEUPEL**



Joshua K. Heupel

2/11/22  
Date

DocuSigned by:

*Chris Cimino*

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Chris Cimino  
Sr. Vice Chancellor for Finance & Administration

Date: 4/25/2022