

## **COACH'S EMPLOYMENT AGREEMENT**

THIS COACH'S EMPLOYMENT AGREEMENT (this "Agreement") is made effective December 4, 2017 (the "Effective Date"), by and among Texas A&M University ("University"), an agency of the State of Texas and a member of The Texas A&M University System ("System"), and John J. Fisher, Jr. ("Coach"). In consideration of the promises, mutual covenants and agreements set forth below, University and Coach agree as follows:

### **TERM OF EMPLOYMENT; EVALUATION; COMPLIANCE**

1.1 The University employs Coach and Coach accepts employment as Head Football Coach of the University's football team for the period beginning on the Effective Date and ending on December 31, 2027 (such period shall be referred to as the "Term" and each period from January 1 through the following December 31 during the Term shall be a "Contract Year" (except that the first Contract Year shall commence as of the Effective Date and shall end as of December 31, 2018)); subject, however, to the termination rights as hereinafter provided.

1.2 Coach shall report to and be evaluated each year by the University's Athletic Director ("Director") who will report to the President as to the performance of Coach and make such other recommendations as the Director shall deem appropriate. Such annual evaluations shall occur in the month of February of each year.

1.3 University and Coach recognize the value of competitive intercollegiate athletics for student athletes, the student body, former students and the national image of the University. University seeks to maintain a program of intercollegiate athletics that will continue to bring pride to the above-mentioned constituencies and to do so as a member of the Southeastern Conference ("Conference" or "SEC"), and the National Collegiate Athletic Association ("NCAA"). University and Coach acknowledge that such organizations have applicable governing constitutions, by-laws, rules and regulations, and University and Coach commit themselves to full compliance thereto.

1.4 Coach shall comply with the above-mentioned organizations' rules and regulations, and shall educate and monitor any and all assistant coaches, graduate assistants, volunteer coaches, and other staff members under the supervision of Coach ("Program Staff") for compliance with those rules and regulations.

1.5 University and Coach agree that compliance shall consist of complying with any written legislation of the above-described organizations, and they also will strive to comply with the spirit and intent of such laws and regulations.

1.6 Coach further acknowledges that his employment is subject to the policies and procedures established by the Director in the Athletic Department Policy Manual as well as policies communicated to Coach by Director or his designee, and to the policies, regulations and rules of the University and System that are generally applicable to University employees, as well as all applicable local, state and federal laws.

1.7 Coach agrees to notify Director within twenty four (24) hours if he or his authorized representative(s) engage in any substantive discussions about potential employment with another collegiate or professional team as a head coach, or as a media analyst or commentator.

1.8 Coach will cooperate fully with any investigation of any alleged violation of any of the covenants enumerated herein, whether conducted by the System, University, Conference, or the NCAA and shall not take any actions to frustrate, impede or delay any such investigation. In

addition, Coach will direct all Program Staff and all student-athletes to cooperate fully and completely with any such investigation. Coach and University agree to implement the actions described in Exhibit A to this Agreement.

1.9 Coach acknowledges that while employed by University he will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Coach's duties to the University in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with applicable laws or policies; (v) to the extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Coach use or disclose (unless required by judicial or government order) Confidential Information if such use or disclosure will expose the University to competitive disadvantage, legal liability, or will otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public or not in the public domain at the time of separation regarding the University, including, but not limited to, all personnel and student records; recruiting records and activities; Program activities, such as nutrition and strength activities; Program film; Program budgets, projections, or other financial information; vendor contracts; information regarding actual or potential NCAA, Conference, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as University proprietary or confidential information.

### **COACH'S DUTIES**

2.1 Coach shall be responsible for the management and supervision of the football program at the University (the "Program") and his duties shall include those duties customarily performed by a head football coach at a major University as well as related tasks that may be assigned by the Director. Coach shall perform all prescribed duties subject to the provisions hereof and pursuant to the advice and direction of the Director.

2.2 Coach shall recommend the hiring and termination of employment of all assistant football coaches and other staff members, with the terms and conditions of such hirings and terminations to be finally determined by the Director, and with certain hirings subject to approval by the University president, System chancellor and System board of regents when required by System policy due to the terms of the contract for the proposed hire. Coach shall be responsible for the diligent supervision of all assistant coaches and staff members in the Program.

2.3 Coach shall at all times faithfully and to the best of Coach's ability, experience, and talent, perform all of the duties that may be required to run the Program in an ethical manner and in a manner that places a strong priority on the academic achievement, health, safety and well-being of student-athletes. Coach shall continually promote and emphasize the importance of academic excellence with student-athletes, coaches and other staff in the Program.

2.4 Coach shall engage in fair, safe and responsible treatment of student-athletes in the Program, and will avoid behavior that jeopardizes a student-athlete's health, safety or welfare. Coach shall ensure that the coaches and staff under his supervision also conduct themselves in such a manner.

2.5 Coach shall run the Program in a manner that complies with the Program's allocated budget. Director shall provide an annual budget for the Program to Coach prior to September 1<sup>st</sup> each year, and shall ensure that Coach receives monthly budget updates from Athletics Department finance staff.

2.6 Coach shall perform the duties herein imposed primarily in College Station, Texas, or at such other place or places as the Director shall reasonably advise, or as the interests, needs, and opportunities of the University shall necessitate.

2.7 Coach shall represent University positively at all times, and shall not engage in conduct that reflects adversely on the Program or University. Coach shall perform his duties and personally comport himself in a manner consistent with the values and high moral, ethical and academic standards of University. Coach recognizes his role as a high-profile public representative of University, and shall not engage in any business transactions or make public statements in traditional media (newspapers, magazines, radio or television) or on social media (including but not limited to the internet, social media, blogs) that may cause discredit to the University or bring the University into public disrepute.

2.8 Coach shall be responsible for maintaining and observing the principles of institutional control over the Program, and to that end shall use his best efforts to ensure that institutional control of the Program is sustained through adherence to an effective program of compliance with NCAA and SEC rules and regulations. University shall give Coach written notice of any alleged violation of this Section 2.8 and a reasonable opportunity to respond to such alleged violation. Coach recognizes that if he is found to be in violation of SEC or NCAA regulations, he shall be subject to disciplinary or corrective action, including disciplinary action as set forth in the provisions of the NCAA enforcement procedures.

2.9 Coach acknowledges that University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes, coaches (including Coach) and staff during official practices and games. Coach also acknowledges that University has entered into an agreement with adidas America, Inc. to supply University with athletic footwear, apparel and/or equipment, and Coach agrees to comply with the terms and conditions of the Texas A&M University All-Sport Agreement with adidas America, Inc. dated July 1, 2014 ("adidas Agreement"), or other similar contract entered into by the University with a shoe, apparel or equipment manufacturer or seller which requires the University's football team to wear its shoes, apparel or equipment during competition.

2.10 Director agrees to consult in good faith with Coach each year regarding scheduling decisions, and Coach will provide input and recommendations to the Director regarding proposed opponents. Director agrees to consider such input and recommendations of Coach in good faith prior to finalizing the schedule; however, all final decisions are to be made by the Director.

2.11 Coach recognizes that the local and national media interest in the Program is high, and Coach agrees to make himself available for interviews and other media and public appearances to satisfy such interest and promote the Program and University in a positive, favorable way. Coach acknowledges that University shall own all broadcasting and multi-media rights to radio, television and other media programs produced by the University or its designee relating to the Program. University or its designee shall have the exclusive right to negotiate with third parties for the production and marketing of such programs. Without the prior written approval of Director, Coach shall not appear on any competing television or radio programs except routine interviews for which no compensation is received.

2.12 Coach shall also cooperate with and make himself available to support University's efforts to produce content for websites of the University and its affiliates aimed at promoting the Program and the University.

2.13 At the request of Director, Coach also agrees to make a reasonable number of additional appearances at events or activities of University's media rights holder, including marketing and development activities, and at events involving alumni, community groups and supporters of the Program and the University.

2.14 University agrees that Coach's non-football duties (e.g., media and public appearance responsibilities) will be secondary to Coach's primary duties (coaching the team, recruiting prospective student-athletes, conducting practice sessions and overseeing team activities, managing and directing the Program coaches and staff), and will be reasonable in scope and consistent with the non-football responsibilities of head football coaches at comparable collegiate programs.

2.15 In consideration of the compensation and benefits provided for herein, Coach agrees that University shall have the right to use Coach's name, image and likeness to promote the Program and the University, and the right to authorize or license to University affiliates and vendors (such as the 12<sup>th</sup> Man Foundation and Learfield) the right to use Coach's name, image and likeness for the purpose of promoting the University and its athletic programs, and the right to authorize the University's primary shoe, athletic apparel and equipment provider to use Coach's name, image and likeness.

2.16 Coach and the Director will meet annually to discuss issues relating to the assistant coaches' salary pool for that particular year. It is agreed that the minimum salary pool will be \$5,000,000, and the pool will be adjusted each year to a level which will enable the University's football program to remain competitive with all other top-tier SEC football programs, as determined by Director with Coach's input.

### **OUTSIDE EMPLOYMENT**

3.1 Coach shall devote his entire productive time, ability and attention to his University duties and responsibilities during the term of this Agreement. Coach shall not directly or indirectly render services or perform work of a business, commercial or professional nature to or for any other person or organization, whether for compensation or otherwise, except as specifically permitted by this Agreement. Coach agrees that he will not personally or through an agent or representative seek, negotiate for or accept other part time employment of any kind, or perform work of a business, commercial or professional nature, during the term of this Agreement without first obtaining the written permission of the Director, which permission shall not be unreasonably withheld or conditioned.

3.2 Coach shall not engage in outside employment or business activities that conflict or interfere with the performance of his duties to University. Any outside employment or outside business activities of Coach must comply with applicable rules and regulations of the NCAA, SEC, University and System to be eligible for approval by Director. Coach acknowledges that any related income from sources outside the University, including but not limited to income from annuities, housing benefits, complimentary ticket sales, consulting fees and similar income, shall be reported to Director in a manner that can be verified by Director.

3.3 Coach agrees not to seek out or engage in any outside employment or business activities that conflict in any way with the obligations of University or its affiliates to its vendors, sponsors and similar organizations. Without prior written permission of Director, Coach shall not use any University logo, symbol, insignia, indicia, trademark or service mark in any outside

activities. Further, Coach will not develop, endorse or market any other logo, symbol, insignia, indicia, trademark or service mark which may compete or conflict with those of University, its affiliates and/or its media rights holder. Any permission granted to Coach to use any University logo, symbol, insignia, indicia, trademark or service mark shall be nonexclusive, nontransferable and non-sub-licensable, and shall expire automatically upon Coach's resignation or termination from employment with University, and/or the expiration of this Agreement.

3.4 Coach may permit the use of his name, voice, image or likeness to advertise or endorse products or services, whether athletically-related or not, only if all of the following conditions are satisfied:

- 3.4.1 Written approval of such endorsement is obtained in advance from the Director, at his reasonable discretion;
- 3.4.2 Endorsement or advertisement must not conflict with the commitments or contracts of University, its affiliates or its multimedia rights holder;
- 3.4.3 The exposure must not be detrimental to the Program or University, as determined by the Director; and
- 3.4.4 The endorsement or advertisement must not indicate, imply or suggest a relationship with the Program or University, or which is or could be protected by any University copyright, trademark or other registration.

#### **PAYMENT FOR SERVICES AND BENEFITS**

4.1 Annual Compensation. The University agrees to pay, and Coach agrees to accept from the University, in payment for the coaching services herein described, a base salary of \$500,000 annually payable in monthly installments during the Term of this Agreement. In addition, the University agrees that Coach shall be entitled to other employee benefits typically provided to senior administrative and professional staff, including vacation time, sick leave, insurance, worker's compensation, and similar benefits in accordance with University rules and policies.

4.2 Supplemental Payment. University also agrees to pay Coach a Supplemental Payment (each, a "Supplemental Payment" and, collectively, the "Supplemental Payments") of \$7,000,000 annually payable in monthly installments during the Term of this Agreement, to compensate Coach for his services provided in making requested personal appearances, media interviews, and other activities aimed at enhancing Coach's and University's overall relationships with national, local and social media including television, radio, newspapers, and social media providers, and with stakeholders and supporters of the Program and University, at the Director's or University's request and in a manner that reflects positively on the Program and the University and in accordance with the terms of this Agreement relating to Coach's Duties.

4.3 Additional Benefits. University agrees to provide the following additional benefits to Coach during the Term of this Agreement:

- (a) use of two luxury vehicles through the car program of the Athletic Department; and
- (b) a club membership at one country club located in Brazos County, Texas. University shall pay or reimburse Coach for all initiation fees, dues and charges for University business. Coach will be responsible for personal charges and expenses.

4.4 Incentives

- (a) SEC Championship Game. If the football team wins the SEC West division championship and plays in the SEC Championship Football Game, the University shall pay to Coach the sum of \$100,000; or if the football team wins the SEC Championship Football Game, the University shall pay to Coach the sum of

\$200,000. The payment shall be made within thirty (30) days after the conclusion of the football game.

- (b) Post-Season Participation. For the football team's appearance in a post-season contest in which Coach serves as the head coach of the University's football team, within thirty (30) days after the conclusion of the applicable post-season participation, the University shall pay to Coach the applicable incentive payment based on the following:
- (1) Appearance in any post-season bowl game other than the "New Year's Six Games" ("New Year's Six Games" being defined collectively as the Rose Bowl, the Sugar Bowl, the Cotton Bowl, the Chick-fil-A Bowl, the Orange Bowl and the Fiesta Bowl (inclusive of any successors thereto)) -- \$100,000; or
  - (2) Appearance in one of the New Year's Six Games that is not part of the post-season playoffs in that particular year, \$ 200,000; or
  - (3) Appearance in a Collegiate Football Playoffs semi-final game, \$300,000, or play in the CFP Championship game, \$500,000, or win the CFP Championship, \$1,000,000.
- (c) Should an investigation cause the Program to nullify or vacate the result of any games in (a) or (b) due to violations by Coach, whether by action or omission (e.g. failure to report) or due to a finding of a lack of institutional control for which Coach is materially or significantly responsible, Coach will be required to repay to the University the gross amount of any incentive payments made to Coach relating to such nullified or vacated games within thirty (30) days of the public announcement of such nullification/vacation.
- (d) SEC Conference Coach of the Year. If Coach is voted the SEC Conference (or other applicable conference) Coach of the Year by the head football coaches in the SEC Conference (or other applicable conference), then within thirty (30) days after the official announcement of that honor, the University shall pay Coach a bonus of \$50,000.
- (e) National Coach of the Year. If Coach is named as the National Coach of the Year by the American Football Coaches Association and/or the Associated Press, then within thirty (30) days following the official announcement of such honor, the University shall pay Coach a bonus of \$100,000.
- (f) APR Calculation and Bonus. The Academic Progress Rate ("APR") for the purposes of this subsection 4.4(f) will be determined each contract year based on the APR issued for the Program in June following the year, beginning with the APR issued in June 2019.
- (1) If the Program's APR is 965 or higher, the University shall pay Coach a bonus of \$150,000.
  - (2) If the Program's APR falls below 930, Coach will be ineligible for any incentive or bonus payments under this Section 4.4 for the season following issuance of such APR.
- (g) The University shall make incentive payments after applicable deductions and withholdings.

4.5 Reimbursement for Expenses Relating to Spouse's Official Activities. It is understood by the parties that from time to time Coach's spouse may be called upon to travel to and/or attend various functions on behalf of the University, subject to reasonable

availability. When engaged in such activities Coach's spouse shall be entitled to payment for travel and other expenses incurred in such official activities. Spouse's official activities may include travel to away football and bowl games, and special events at the invitation of the Director.

4.6 Reimbursement for Expenses Relating to Coach's Official Activities. Coach shall be entitled to be reimbursed by University for reasonable and customary expenditures incurred by Coach in the discharge of his duties under this Agreement. University also agrees to reimburse Coach for moving expenses incurred in connection with his relocation to College Station, Texas, consistent with University's Athletic Department policy and provided that such expenses are approved by Director, such approval not to be unreasonably withheld.

4.7 Reimbursements and Third Party Payment Invoices. Any invoices for payments and/or requests for reimbursements provided for in Sections 4.5 and 4.6 must be submitted no later than thirty (30) days following the end of the applicable tax year. University will exercise due diligence in paying items submitted for payment or reimbursement in accordance with this Section 4.7; however, in no event will payments for any item be payable to Coach after sixty (60) days following the close of Coach's applicable tax year.

4.8 Fringe Benefits. Coach shall be entitled to the following fringe benefits:

- (a) Use of other University athletic facilities generally available to faculty and staff at the same cost generally available to faculty and staff;
- (b) Twelve (12) – Sixteen (16) complimentary season football tickets located in sections 104-108 of Kyle Field, or some other mutually agreeable seating location plus one (1) priority parking pass;
- (c) Four (4) complimentary men's season basketball tickets located in sections 120 or 121 of the Reed Arena or some other mutually agreeable seating location, plus one (1) priority parking pass;
- (d) Use of the head football Coach's box at Kyle Field for home football games;
- (e) Use of private aircraft by Coach at cost not to exceed \$300,000 annually; and
- (f) Temporary housing for up to 180 days, at a cost not to exceed \$4,000 per month.

4.9 Payment of Damages to Prior Employer. University hereby agrees that it will be responsible to pay any liquidated damages amount due from Coach to Florida State University resulting from the termination of his employment at Florida State University. University acknowledges that its agreement to pay the liquidated damages amount due from Coach to Florida State University (the "Expense") was necessary to obtain the services of Coach, and therefore substantially benefits the University. Coach acknowledges that he has not and shall not be reimbursed for this Expense from any other source. Should Coach be required to pay federal income tax because the University has paid the Expense on his behalf, University agrees to pay to Coach an amount equal to the amount of federal income tax paid by Coach solely relating to the Expense ("Additional Payment"), and to pay to Coach an additional amount equal to any federal income tax liability incurred by Coach as a result of the University's payment of the Additional Payment. Coach shall claim all deductions allowable under applicable tax law, including the Expense, to the maximum extent permissible. University shall have a right to review Coach's pertinent tax information, including signed income tax returns (and any amended returns) for any applicable tax year to substantiate the amount of the Additional Payment. If at any time University determines that there is a structure and/or characterization of the Expense that is more favorable to or will serve to mitigate the University's liability hereunder, Coach agrees to use such structure provided the structure does not increase the net tax liability of Coach.

4.11 Tax Withholding. Coach's compensation under this Agreement shall be subject to withholding requirements under applicable law, and University shall make appropriate

withholding from payments made to Coach under this Agreement. University will be responsible for issuing the required Internal Revenue Service forms annually to Coach.

### **TERMINATION AND SUSPENSION**

5.1 **Termination by University for Cause.** University shall have the right and option to either suspend Coach for a period of time without pay (not more than 90 days), or terminate Coach's employment and this Agreement, if there is "Cause" (hereinafter defined). If this Agreement is terminated by University for Cause, all obligations of the University to make further payment or provide any further consideration hereunder shall cease as of the date of termination except for earned but unpaid compensation and/or bonuses as of such date. In no case shall University be liable to Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages suffered by Coach as a result of the University's termination of his employment for Cause. For purposes of this Agreement, "Cause" shall mean:

- (a) Coach shall neglect or otherwise fail or refuse to perform his duties outlined herein as Head Football Coach in any material respect after receiving written notice of such failure or refusal from Director, and Coach fails to cure such failure or refusal to the reasonable satisfaction of Director within fifteen (15) days after the written notice from Director;
- (b) Coach shall breach any material covenant, term, or condition imposed under the terms of this Agreement, and Coach fails to cure such breach to the reasonable satisfaction of Director within fifteen (15) days of written notice from Director;
- (c) A serious or major violation or a pattern of violations of any SEC, NCAA or University rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any member of the coaching staff or other person under Coach's supervision and direction, including student-athletes in the Program, provided that such violation(s) was/were known (or reasonably should have been known) by Coach;
- (d) Failure by Coach to report immediately (after becoming aware thereof) to the University's athletics compliance staff and, as appropriate, to the Director or other responsible University officer, any alleged violations of University, SEC or NCAA by Coach or, upon becoming aware thereof, by any coaches, staff members, student-athletes, or other persons under Coach's supervision that become known to Coach, which failure, in the reasonable opinion of the Director (i) creates material risk for the University or the Program or (ii) negatively affects the University or the Program in a material manner;
- (e) Failure by Coach to promptly report to the University's Title IX coordinator or the Athletic Department's Senior Woman Administrator, or law enforcement in the case of an emergency situation, any information Coach knows relating to alleged or suspected illegal gender discrimination, sexual harassment, sexual assault, sexual exploitation, intimate partner violence, stalking and/or related retaliation;
- (f) Coach is found to be involved in gross negligence resulting in material violations, or deliberate and material violations, of SEC or NCAA rules, regulations, by-laws and interpretations;
- (g) Coach's failure or refusal to promptly provide information or documents to which he has access in response to any reasonable requests, inquiries or investigations by the University, System, SEC, NCAA, or a law enforcement agency; or taking any



- action to interfere with or impede such an inquiry or investigation, including directing or otherwise instructing any coach, staff member, student-athlete or other person not to cooperate or comply with such an inquiry or investigation;
- (h) Coach engages in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest, or condones or encourages such activity by any coaches or student athletes, or Coach provides information or data relating to the Program to a person known to Coach, or who reasonably should have been known to Coach, as a gambler, bettor or bookmaker;
  - (i) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances, steroids, or other chemicals, without a prescription, by Coach in a manner that is prohibited by the University rules, SEC or NCAA rules, or applicable law, or Coach knowingly allows the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals, without a prescription, by any student-athlete in a manner that is prohibited by the University rules, SEC or NCAA rules or applicable law, or Coach's failure or refusal to participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s);
  - (j) Fraud or dishonesty by Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering, or otherwise fraudulently preparing any document(s) or record(s) of, or required by the University, the NCAA, or the Conference pertaining to the Program, recruits, or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program; or
  - (k) Coach engages in scandalous, unethical, immoral or criminal behavior, including an act of dishonesty, theft, moral turpitude or violence, which brings the University into public disrepute, contempt, scandal or ridicule and negatively affects the reputation of the University.

Coach will be provided written notice of reasons for the termination for Cause of Coach's employment with the University. Within ten (10) days of his receipt of the notice, Coach may request an opportunity for a hearing with the Director to seek reconsideration of University's decision to terminate this Agreement. This right shall be Coach's exclusive opportunity for review and hearing relating to termination of this Agreement for Cause, and Coach hereby waives any right to any other review or hearing under University or System rules, policies and regulations. Coach's failure to request an opportunity for a hearing within the ten (10) day period shall result in Coach's abandonment of any further right to an opportunity for a hearing. Coach's failure to appear at any hearing scheduled based upon Coach's request for an opportunity for a hearing shall also constitute abandonment of any further right to an opportunity for a hearing. After such hearing, the University President shall render a decision and that decision shall constitute final action by the University in the matter.

5.2 Termination Without Cause. The University shall have the right to terminate this Agreement before the expiration of its stated Term, without Cause. Termination without Cause shall mean termination of this Agreement on any basis other than those set forth in Section 5.1 above. Termination without Cause shall be effected by delivering to Coach written notice of the University's intent to terminate this Agreement without Cause effective on a date set forth in such notice, such date shall not be later than thirty (30) days from the posted date of such written notice

or from the date of delivery to Coach if the University personally delivers such notice. If the University exercises its right under this section to terminate without Cause, Coach shall be entitled to damages as provided for in Section 5.3 below, and Coach agrees to accept such liquidated damages in complete satisfaction of any and all obligations due and owing to Coach by University.

5.3 Damages Upon Termination by University Without Cause. If the University terminates this Agreement without Cause prior to its expiration and in connection therewith terminates the employment of Coach, University agrees to pay to Coach liquidated damages in an amount equal to the total compensation that would have been paid to Coach for the remaining term of the Agreement, both Annual Compensation under Section 4.1 and Supplemental Payment under Section 4.2 but excluding any incentives or other benefits. University shall pay twenty five percent (25%) of such amount in a lump sum within sixty (60) days of the effective date of termination of the Agreement, and the remaining balance shall be paid to Coach in equal annual payments beginning one hundred twenty (120) days after the effective date of the termination of this Agreement and continuing through the original end date of this Agreement, December 31, 2027. The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without Cause prior to its expiration will result in damages that are impossible to ascertain or estimate, and the foregoing sums are mutually agreed on as compensation and not as a penalty. The University will make such payments after making appropriate deductions and withholding for taxes. Coach will not have a duty to mitigate University's damages if this Agreement is terminated by University without Cause. Furthermore, University will not be entitled to any offset whatsoever in the event that Coach secures any subsequent employment.

5.4 Termination by Coach. Coach recognizes that his promise to work for the University for the entire term of this Agreement is important to the University. Coach also recognizes that the University is making a valuable investment in his continued employment by entering into this employment Agreement and that its investment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Agreement. While recognizing the commitments set forth in this Agreement, the parties agree that Coach may nevertheless terminate this Agreement without cause prior to its expiration by giving written notice of the termination of this Agreement and his employment to the Director. In such event, Coach will have no financial obligation to University arising from such termination, and University will have no financial obligation to Coach, except for earned but unpaid compensation or other amounts due under this Agreement as of the effective date of such termination.

5.5 Termination by Disability or Death. It is expressly understood and agreed that this is a personal services agreement between University and Coach and in the event of incapacity of Coach to the degree that he is rendered incapable of performing any of his duties under this Agreement, including total incapacity due to physical or mental disability, disease or illness, or in the event of his death, this Agreement shall terminate and University shall have no further financial or other obligation except to pay compensation earned by Coach through the date of termination.

#### **ENTIRE AGREEMENT; NO WAIVER**

6.1 This Agreement constitutes the entire and only agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties. This Agreement may be altered only by a subsequent written agreement signed by all parties. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other breach of the same or any other covenant, term or condition contained herein. Nothing in this Agreement shall be construed as a

waiver or relinquishment by the University of its right to claim such privileges and immunities as may be provided by law.

#### **UNENFORCEABILITY OF PROVISIONS**

7.1 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein.

#### **GOVERNANCE UNDER THE LAWS OF TEXAS**

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions.

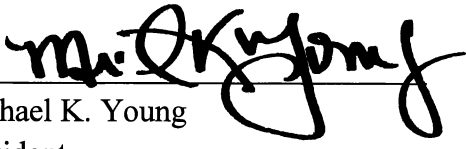
#### **ANNUAL REPORT OF OUTSIDE INCOME**

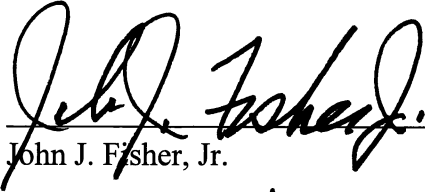
9.1 Coach shall report annually in writing to the President of the University through the Director, on or before October 31 of each year, all athletically-related income from sources outside the University, including but not limited to, income from annuities, sports camps or clinics, housing benefits, complimentary ticket sales, Internet web sites, speaking engagements, public appearances, country club memberships, personal services contracts, television and radio programs and endorsement or consultation contracts with athletic shoe or apparel or equipment manufacturers or sellers, and the University shall have reasonable access to all records of Coach necessary to verify such report. As of the Effective Date of this Agreement Coach's outside sources and amounts of athletically-related income are set forth in Exhibit B, attached hereto, which list shall be updated promptly to reflect any changes and in no event less frequently than annually.

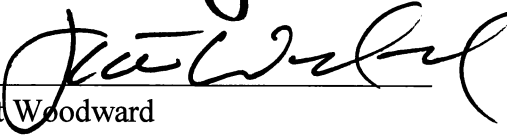
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EXECUTED on the dates set forth below, to be effective on the Effective Date.


Texas A&M University:

By:   
Michael K. Young  
President  
Date: 20 August 2018

  
John J. Fisher, Jr.  
Date: 8/17/18

By:   
Scott Woodward  
Athletic Director  
Date: 8.20.18

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
Ray Bonilla  
General Counsel  
The Texas A&M University System  
Date: 8/17/18

## **Exhibit A**

### Communication

Coach will, upon request, meet with the president of the University annually as part of the Director's head coaches meeting or all staff meeting to discuss the president's expectations for NCAA rules compliance of all head coaches.

Coach will, upon request, meet with Director annually as part of Director's head coaches meeting to discuss the Director's expectations for NCAA rules compliance. The meeting will address the following:

- Director's philosophy and expectations on rules compliance.
- Compliance resources that are available.
- Coach's shared responsibility with compliance staff.
- Expectation that Coach will establish a compliance environment and clear expectations regarding compliance for staff reporting to the head coach.

Coach will, upon request, meet with Compliance Director at least annually to discuss his/her expectations for NCAA rules compliance. The meeting will address the following:

- Compliance Director's philosophy and expectations on rules compliance.
- Compliance resources for the football program.
- A discussion of the compliance staff's and football program's expectations for submitting rules interpretations and waiver requests and how to best resolve any disagreements over the submission of such requests.
- Football program's shared responsibility with compliance staff.
- Expectations for reporting actual and suspected NCAA rules issues (e.g., immediate action; reporting lines).
- Establishment of a plan for continued dialogue with compliance Director to discuss the institution and program's compliance environment and expectations.
- Establishment of a plan for ongoing dialogue between Coaching staff and compliance staff to discuss key issues facing the sport and program (e.g., agents; initial eligibility; pre-enrollment amateurism, etc.).

### Monitoring

Coach will actively look for evidence of potential violations of NCAA, SEC and University rules.

In consultation with the Compliance Director, Coach will create written procedures to ensure that the football staff, including assistant Coaches, is monitoring the football program's rules compliance.

In consultation with the Compliance Director, Coach will:

- Assign football staff members to monitor specific areas of compliance (e.g., recruiting contacts, initial eligibility, amateurism, telephone contacts).
- Regularly evaluate football staff members to ensure their areas of compliance are monitored and that all responsibilities are executed in a timely manner.
- Ensure that the football program has adequate and ongoing compliance training and that there is a plan in place for discussion of important information.
- Determine reporting lines for resolving actual and potential NCAA rules issues.
- Determine reporting lines to alert compliance staff of issues involving prospective student-athletes and current student-athletes (e.g., agents, initial eligibility, pre-enrollment amateurism, etc.).
- Regularly solicit feedback from the football staff concerning their areas of compliance and the program's overall compliance environment in order to ensure that the monitoring systems are functioning properly.
- Take actions to ensure that each member of the football staff annually certifies in writing awareness of his/her responsibility to immediately notify the compliance staff when concerns or red flags occur related to potential NCAA rules violations.
- Maintain accurate and dated records of all discussions and correspondence between Coach and his senior staff concerning the compliance efforts of the football staff.
- Ensure that football staff is aware of its responsibility to provide compliance related records (e.g., recruiting logs, detailed telephone statements) to the University upon request.