

INDIANA UNIVERSITY
EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made this 1st day of December, 2019, between THE TRUSTEES OF INDIANA UNIVERSITY, a statutory body politic of the State of Indiana (the “University”), and Thomas Allen (the “Employee”), and constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between these two parties with respect to the subject matter hereof.

ARTICLE I - PURPOSE

The Employee is hereby employed by the University as the head football coach of the University’s intercollegiate football team on the terms and conditions of this Agreement. The parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Thus, the educational purposes of the University shall have priority in the various provisions of this Agreement. Employee recognizes the importance of the maintenance and observance of the principles of institutional control over every aspect of the athletic program, including the football program, at the University. Employee agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

ARTICLE II - POSITION

2.01. Employee’s Duties and Responsibilities.

A. *General Duties and Responsibilities.* Throughout the Term (as hereinafter defined), the Employee shall have the following general duties and responsibilities:

1. *Loyalty and Best Efforts.* The Employee shall devote his best professional efforts and abilities full-time to the performance of his duties for the exclusive benefit of the University. The Employee shall undertake and perform, to the best of his ability and consonant with the standards of the University all obligations, duties and responsibilities attendant to the position of head football coach as are set forth in this Agreement (or as may be reasonably assigned to the Employee from time to time, so long as such duties are consistent with those typically assigned to head football coaches at the Power 5 level). The Employee shall act with honesty at all times. The Employee recognizes that his actions are a direct reflection on the University, its athletics program and other individuals associated with the University, and he shall represent the University with honor and dignity and promote fair play and the generally recognized high standards associated with intercollegiate competitive sports.

2. *Rules Compliance.* The Employee shall comply fully with the constitution (or other governing documents), bylaws, rules, regulations, policies, including self-imposed sanctions, procedures, sanctions, and standards of the University, the National Collegiate Athletic Association (the “NCAA”), the Big Ten Conference (the “Big Ten”) and any other athletics conference (“Conference”) which the University holds membership in the Employee’s sport of responsibility, including any amendments thereto or interpretative statements thereof issued by the relevant governing authority, or of any of their respective successors (collectively, the “Governing Rules”). The Employee further shall comply fully with any and all decisions, sanctions or other disciplinary action established or issued from time to time by, and any and all interpretations of the Governing Rules by, the University, including without limitation those of the University’s Athletic

Department (the "Athletic Department"), the NCAA, the Big Ten, the Conference or of any of their respective successors. The Employee's compliance obligations include strict adherence to all of the Governing Rules relating to the conduct and administration of the football program, including, but not limited to, those relating to recruiting, and he is responsible for compliance (consistent with NCAA guidelines regarding Head Coach Responsibility pursuant to NCAA bylaw 11.1.1.1) with the foregoing by all of his assistant coaches, staff members, and players and by all other individuals under his direct or indirect supervision, direction or control. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of any of the Governing Rules may have taken place at the University as a result of an act or omission by him or anyone for whom he is responsible, he shall report the same in writing (electronic communications are sufficient) promptly to the Vice President and Director of Intercollegiate Athletics (the "Director of Athletics"), the Faculty Athletics Representative of the University, or the Athletic Department Compliance Office. The Employee shall cooperate fully in any review or investigation of possible violations of any of the Governing Rules conducted or authorized by the University, the NCAA, the Big Ten Conference or any successor of any of them. All additions, deletions or other changes or modifications during the Term to any of the Governing Rules (or interpretations thereof) shall automatically apply to this Agreement as and when such addition, deletion or other change or modification or interpretation is effective, without the necessity of a written modification of this Agreement.

B. *Specific Duties and Responsibilities.* The Employee shall have the following specific duties and responsibilities as head football coach, which list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement or as are reasonably determined by the Director of Athletics from time to time so long as such duties are consistent with those typically assigned to head football coaches at the Power 5 level:

1. *General Description and Responsibilities.* In his position as head football coach, the Employee is responsible for the duties normally associated with a Division I football program at the Power 5 level, including: prospect evaluation, recruiting, training, coaching, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, assisting with promotions, assisting with public relations, assisting with development activities, and the overall performance of the football student-athletes and football coaching staff based on industry norms and standards in the collegiate coaching profession.

2. *Specific Responsibilities:* This position has these additional specific responsibilities:

- a. Supervise and evaluate assistant coaches and those support staff who report to and whose hiring and discipline is recommended by the Employee, including ensuring compliance by such coaches and support staff with the Governing Rules consistent with NCAA guidelines regarding Head Coach Responsibility pursuant to NCAA bylaw 11.1.1.1 (the Employee shall make recommendations to the Director of Athletics regarding the hiring of assistant coaches and support staff, but shall have no authority to make any offers of employment);
- b. Provide leadership for the effective recruiting, instruction, and coaching of student-athletes emphasizing fundamentals, conditioning, preparation for competition, and strategy;
- c. Maintain an environment where the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA Academic Progress Rate

(APR), and the NCAA and federal graduation rates;

d. Take reasonable steps to maintain a competitive football program in non-conference, Big Ten or Conference, and NCAA competition;

e. Maintain a comprehensive knowledge of all of the applicable Governing Rules and ensure compliance with applicable Governing Rules by all persons involved with the football program under the Employee's supervision and direction consistent with NCAA guidelines regarding Head Coach Responsibility pursuant to NCAA bylaw 11.1.1.1. Fully participate and cooperate in all compliance-related activities (and maintain a working relationship with the compliance staff), procedures, and evaluations conducted by the University and require all of the football coaches, staff, and others involved in the football program to adhere in all respects to the foregoing;

f. Participate in the marketing and promotional activities for the football program and the University's overall athletics program as reasonably requested by the University;

g. Oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications and any travel-related activities of prospective student-athletes and the football coaching staff;

h. Participate with media, alumni, and civic groups consistent with the objectives of the athletics program (coordinate through the Athletic Department staff as reasonably directed by the Director of Athletics) and in a manner satisfactory to the Director of Athletics in his reasonable judgment;

i. Work to integrate the student-athletes and football team into the whole spectrum of academic life so as to complement the University and its mission;

j. Work within and support the rules, regulations, guidelines, and policies of the Athletic Department;

k. Keep public statements regarding the football team, athletics program, athletics staff, coaches, the University, and the University staff reasonably positive and constructive in tone and represent the University positively in public and private forums and in a manner that does not reflect adversely on the University;

l. Make every effort, in recognition that academic success among student-athletes is a very high priority for the University, to cooperate with, assist, and support the efforts of the University's faculty and administrative officials as they work to assist the football team's student-athletes in meeting their academic requirements;

m. Maintain discipline in the football team's program (being fair and protective of the student-athletes while motivating them), which shall include implementing acceptable responses to discipline issues;

n. Maintain a positive working environment in which everyone associated with the football team's program works together pursuing continuous improvement;

o. Maintain an environment in which the football team coaching staff complies with

the Governing Rules, consistent with NCAA guidelines regarding Head Coach Responsibility pursuant to NCAA bylaw 11.1.1.1; and

p. Work with the Director of Athletics (or designee) in meeting the overall objectives (e.g., financial, competitiveness) of the intercollegiate athletics program.

3. *Assistant Coaches.* The Employee shall have the authority to recommend the hiring and termination of assistant coaches for the University's football program subject to the approval of the Director of Athletics. The Athletic Department will allocate an additional Five Hundred Thousand Dollars (\$500,000) over the current budget (as of the date of this Agreement) (collectively the "Staff Pool"), for assistant coaches, strength coaches, and operations staff. Employee shall determine how to allocate the Staff Pool among assistant coaches, strength coaches and operations staff subject to the approval of the Director of Athletics, which approval shall not be unreasonably withheld. All assistant coaches shall be University employees. It is understood that assistant coaches are immediately responsible to the Employee, who will assign the duties of each of the assistant coaches, and that the Employee is responsible for the activities of such assistant coaches as those activities relate to the educational purposes and the athletics interests of the University. It is further understood that the Employee and all assistant coaches are responsible to the Director of Athletics for compliance with the policies of the University, including those of the Athletic Department, and the constitution, bylaws, rules, regulations and all official interpretations thereof of the NCAA, Big Ten Conference, as may be in effect from time to time.

4. *Scheduling.* The Director of Athletics and the Employee will work in concert to ensure that the football team's schedule allows the football program to meet and maintain the University's objectives of the overall intercollegiate athletics program of the Athletic Department. Ultimately, the schedule of games is the decision of the Director of Athletics.

2.02. *Employee May be Disciplined for Violations of NCAA or Big Ten Conference Rules or Regulations.* Without limiting University's rights as otherwise set forth in this Agreement (and notwithstanding any other provision of this Agreement), if the Employee is involved in any act or omission that may give rise to a finding that he, any member of the football program, including assistant coaches, any student-athletes, and/or the University has violated any of the NCAA Rules and/or Conference Rules, the Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA and/or Conference enforcement procedures or as otherwise reasonably determined by the University, including suspension with or without pay or termination of employment. For purposes of this Agreement, the term "NCAA Rules" shall refer to the Governing Rules of (or issued or promulgated by) the NCAA or any successor of the NCAA and "Conference Rules" shall refer to the Governing Rules of (or issued or promulgated by) the Big Ten or other athletics conference for which the University holds membership in the Employee's sport of responsibility.

Without limiting the foregoing, the University may, in its sole discretion, take disciplinary or corrective action in lieu of termination of the employment of the Employee by the University for Cause (as hereinafter defined) in the event of the occurrence of any act or event that could be grounds for termination of his employment by the University for Cause and/or pending a review or investigation of any such act or event. Disciplinary or corrective action may include, but is not limited to, suspension with or without pay, reduction of salary or other compensation otherwise payable under this Agreement,

termination of the Employee's employment, or other disciplinary or corrective action which may be authorized by the NCAA or Big Ten Conference enforcement procedures.

2.03. *Reporting Relationship.* The Employee shall report to the Director of Athletics or such other person as may be reasonably designated by the Director of Athletics. The Employee's job duties and responsibilities shall be reviewed, revised, and assigned from time to time by the Director of Athletics or his designee. However, the Employee's duties shall remain consistent with those duties typically assigned to head football coaches at a Power 5 level. The Employee shall also confer with the Director of Athletics or his designee, and reach mutual agreement either on a case-by-case basis or by adhering to established protocol, before the Employee promises to award any athletic scholarships to football student-athletes.

ARTICLE III - TERM OF EMPLOYMENT

3.01. *Term of Agreement.* The University hereby employs and the Employee hereby accepts employment hereunder for the period beginning on December 1, 2019, and ending on November 30, 2026 (the "Normal Expiration Date"), unless such employment is earlier terminated or automatically extended for bowl appearances (thereby extending the Normal Expiration Date) pursuant to the terms and conditions of this Agreement. The actual period of time that the Employee is employed by the University under the terms and conditions of this Agreement is referred to in this Agreement as the "Term."

3.02. *Periodic Personnel Evaluations.* The Employee's performance of his job duties and responsibilities will be evaluated by the Director of Athletics or his designee at the end of the football team's competitive season. This evaluation will take into account prior evaluations, if any, and the reasonable expectations and goals set for the Employee in such prior evaluations.

3.03. *Renewal.* Renewal of Employee's contract, other than automatic extensions as set forth in Section 3.05 below, will be contingent upon the satisfactory performance of Employee's duties as defined in this Agreement and determined solely by the Director of Athletics.

3.04. *Non-Renewal.* Upon a determination that Employee's contract will not be renewed, Employee shall be notified of this decision in writing and any and all property belonging to the University must be returned within two weeks of Employee's receipt of notification. Items to be returned include, but are not limited to, any issued cell phone, keys, courtesy car, and credit cards. Any car allowance or cell phone stipend provided under Article IV of this Agreement shall cease to be paid by the University as of the month following the notification date. The Director of Athletics may, at his sole discretion, require the Employee to exhaust any paid time off (PTO) that Employee has accrued prior to the Employee's final date of Employment. To that end, the Director of Athletics shall set the Employee's final date of employment, which shall be either the last date listed in Section 3.01 of this Agreement or the date upon which the Employee's PTO is exhausted.

3.05. *Automatic Extension of One Year for Bowl Appearance.* Each time, during the Term, that the football program makes a bowl appearance (a "Bowl Year"), the University will automatically add one year to the end of the Term (an "Extension Year") as of the day the program is selected for a bowl appearance. The effect of automatically adding Extension Year(s) will be as follows:

1. *Outside Marketing and Promotion Income (Section 4.04 herein):* For each Extension Year, an additional One Hundred Thousand Dollars (\$100,000) shall be added in Outside, Marketing, and Promotional Income compared to the previous last year of the Term.

2. *Deferred Compensation (Section 4.03 herein)*: For each Extension Year, Employee shall receive an additional deferred compensation payment, if earned as described in Section 4.03 below on November 30 of any Extension Year.

3. *University Guarantee (Section 6.02 E-H herein)*: For each Extension Year, the guarantee percentage set forth in Section 6.02.G herein for the year following the Bowl Year (either 100% or 50%) shall be returned to what that obligation was scheduled to be at the beginning of that Bowl Year (either 100% or 50%) and will then move forward in accordance with the years remaining in the Agreement. For purposes of example and illustration only, if the Employee had two years of guarantee at 100% and four years at 50% at the beginning of the Bowl Year, once the Extension Year is added the Employee will again have two years of guarantee at 100% and four years at 50%.

4. *Employee Buyout (Section 6.01.C)*: For each Extension Year, , the Employee's obligation to the University upon resignation, which is established in Section 6.01.C, will continue to be a lump sum payment of five hundred thousand dollars (\$500,000) during any Extension Year(s).

ARTICLE IV - COMPENSATION

4.01. *Base Salary*. The base salary paid by the University to the Employee for services provided according to the terms and conditions of this Agreement shall be at the rate of Five Hundred Thousand Dollars (\$500,000) per year, payable in monthly installments and in accordance with the standard payroll practices of the University.

4.02. *Benefits/Expenses/Stipends*. During the Term, the University will provide the Employee with the benefits/reimbursements/stipends as described below, and no others.

A. *Standard University Employee Benefits*. The Employee shall be entitled to the standard University Employee benefits appropriate to the Employee's classification (as described by the University's human resource policies), including, among other things, group life insurance, paid time off, medical coverage, retirement contributions, and a tuition benefit plan. If any benefit is based in whole or in part upon salary paid to the Employee, such benefit shall be based only on Employee's base salary and shall not be based on any outside income or supplemental compensation paid in accordance with the provisions set forth in Section 4.03, Section 4.04, or Article V hereof.

B. *Expenses*. The University will reimburse the Employee for expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement, including, but not limited to, expenses incurred while recruiting and for work-related travel. Such reimbursement shall be made in accordance with the standard policies and procedures of the University upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail. Such reimbursement shall be at the rate provided by University policies.

C. *Cell Phone Stipend*. Employee will be provided a cell phone stipend of \$150 per month. This payment shall be itemized on Employee's monthly paycheck.

D. *Automobile*. The University shall provide to the Employee on a loan basis one late model automobile for his use during the Term. The University shall use its best efforts to obtain an automobile mutually acceptable to the parties. The University further agrees to provide appropriate liability and comprehensive automobile insurance subject to the University and the Athletic Department policies and procedures to cover the Employee in the use and operation of said vehicle during the Term. The Employee shall be entitled to use the vehicle for personal purposes consistent with University policy

regarding mileage.

E. Head Coach Complimentary Package. The following items will be made available to the Employee as part of his employment with the University while serving in the position as football head coach at the University.

- 1) 8 Football season tickets
- 2) 25 single Football game tickets per regular season home game
- 3) 8 Men's Basketball season tickets
- 4) 2 passes to all other IU Athletics competitions
- 5) At least 6 season parking passes for Football
- 6) 2 season parking passes for Men's Basketball
- 7) Season credentials for Football
- 8) Season credentials for Men's Basketball
- 9) Unlimited family use of the Pfau Golf Course and Driving Range (including green fees, cart fees, and range balls)
- 10) adidas apparel and gear as specified in this Agreement

The Employee may choose to decline the offer of season tickets by providing a written communication to the IU Ticket Office. If the Employee chooses to accept the offer of season tickets, the Employee is prohibited from re-selling these tickets. All fringe benefits received by Employee will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other taxes.

Moreover, regarding other applicable items included in the Head Coach Complimentary Package as provided above (i.e., parking passes, and adidas apparel and gear), the Employee will be taxed only on items he actually uses.

4.03. Deferred Compensation. During the Term, the Employee will be eligible to earn deferred compensation at an annual rate of Five Hundred Thousand Dollars (\$500,000) beginning December 1, 2020 ("Deferred Compensation"). Deferred Compensation will be earned monthly by the Employee on a pro-rated basis, with payment of the first Deferred Compensation payment deferred until November 30, 2021 and subsequent annual Deferred Compensation payments being deferred until each subsequent November 30 of the Term. During any period of deferral, any Deferred Compensation will remain part of the University's general assets and will not be deposited in a separate account. If the Employee remains employed with the University through November 30 of a year in which Deferred Compensation accrues, the Employee shall vest in the Deferred Compensation on November 30 and shall be paid the Deferred Compensation, without interest, on November 30. In the event of termination of the Employee's employment with the University for any reason prior to November 30, the Employee shall vest in the Deferred Compensation earned through the date of termination and shall be paid the Deferred Compensation, without interest, within thirty (30) days of such termination. By way of example, if the Employee remains employed with the University from December 1, 2019 through May 31, 2022, the Employee will receive (1) Five Hundred Thousand Dollars (\$500,000) on November 30, 2021; and (2) Two Hundred Fifty Thousand Dollars (\$250,000) on or before June 1, 2022 (i.e., thirty (30) days after termination). For purposes of this Section 4.03, the term "termination" shall be interpreted to comply with the requirements of Internal Revenue Code 409A. In the event the Employee desires to modify the terms of this Section 4.03 for tax or other financial reasons, the parties agree to negotiate such modifications in good faith and to use their respective best efforts to arrive at mutually acceptable terms. The Employee

has been advised to engage legal and/or financial representatives regarding the tax implications of the Deferred Compensation. The Employee shall be solely responsible for any federal, state and local income taxes incurred by him as a result of the University's payment of the Deferred Compensation.

4.04. *Outside, Marketing and Promotion Income.*

A. As part of his duties as head football coach, the Employee shall use his best efforts to promote the University's football program, including but not limited to: (i) delivering, making and granting public appearances (as coordinated through the athletic media relations and marketing staff) and media interviews (as coordinated through the athletic media relations staff) and making himself available for newspaper articles and columns in connection with his position as head football coach; (ii) cooperating with the broadcast of any television, radio or other media programs related to the University's football program, including but not limited to coaches shows, pre-game and post-game shows, and off-season shows; and (iii) providing personal appearances, endorsements and compliance and cooperation with sponsorship and product and equipment supply agreements for the Athletic Department and the University's football program, including without limitation assisting in the performance of contracts for apparel and/or footwear for team student-athlete and staff use (and promoting, endorsing or consulting on such apparel or footwear), which contracts are to be negotiated exclusively by the University. In recognition of these services, the University shall pay the Employee the following amounts:

Year 1 December 1, 2019 – November 30, 2020	\$2,250,000
Year 2 December 1, 2020 – November 30, 2021	\$2,800,000
Year 3 December 1, 2021 – November 30, 2022	\$2,850,000
Year 4 December 1, 2022 – November 30, 2023	\$2,900,000
Year 5 December 1, 2023 – November 30, 2024	\$2,950,000
Year 6 December 1, 2024 – November 30, 2025	\$3,000,000
Year 7 December 1, 2025 – November 30, 2026	\$3,050,000

These amounts shall be earned on a pro-rated basis during the employment year and shall be payable in twelve (12) equal monthly installments in accordance with the University's customary payroll procedures, less applicable taxes and other withholding required by law.

The University shall retain any and all monies offered by any third party: (i) in exchange for an agreement that the University's football team provide signage or other exposure, wear its shoes, apparel or use other equipment during competition or that the Employee and/or others shall wear, promote, endorse or consult with any third party concerning the design and/or marketing of such shoes, apparel or equipment; (ii) for radio, television and other media rights relating to the University's football program; (iii) for any endorsements, speeches, appearances or articles by the Employee; and (iv) for any other services rendered by the Employee in connection with or otherwise related to his role as head football coach unless the Director of Athletics consents in writing (which consent will not be unreasonably withheld) to the Employee retaining any such monies pursuant to Section 4.03.B.5. All contracts for athletics equipment and apparel shall be between the University and the vendor.

The University shall own all rights to any and all radio, television and internet programs and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Except for commercial endorsements made directly by the Employee with the prior written consent of the Director of Athletics (which consent will not be unreasonably withheld) pursuant to Section 4.03.B.5, the University shall have the exclusive and primary right to contract with program sponsors for commercial endorsements by the Employee and to authorize the use of such endorsements during the programs. The Employee will not be required to commercially

endorse or to act in concert with any sponsor whose product conflicts with or competes with a sponsor of the Employee previously approved in writing by the University. The best efforts required of the Employee under this section shall be the personal time and efforts customarily exerted by head football coaches in the Football Bowl Subdivision (FBS) of Division I (formerly Division I-A) with respect to such activities at other institutions, including those in which the revenue is paid directly to the head football coach by such third party.

The Employee shall not appear without the prior written approval of the University in any competing television, radio and internet programs during the Term except routine news media interviews for which no compensation is received, nor shall the Employee endorse, sponsor or publicly promote any product or equipment which competes with the products or equipment of a sponsor or supplier of the football program.

B. Other Provisions Concerning Outside and Promotional Activities. The following general terms and conditions shall also apply to the Employee:

1. *University Obligations are Primary.* Outside activities by the Employee, whether or not authorized in accordance with this Agreement or approved by the Director of Athletics, shall not interfere with the full and complete performance by the Employee of his duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its student-athletes.
2. *Rules Control.* In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, the University booster club or alumni association or other benefactor if such action would violate any of the Governing Rules.
3. *The University is Not Liable.* The University shall have no responsibility or liability for any claims arising from any of the Employee's outside activities.
4. *Prior Approval.* The Employee shall obtain prior written approval from the Director of Athletics (which approval will not be unreasonably withheld) before accepting or entering into any agreement or arrangement that directly or indirectly involves any outside income. During the Term, the Employee shall not make or continue to hold any investment in or be associated with any enterprise (e.g., gambling, alcoholic beverages) which could be deemed to be inconsistent with the University's objectives and philosophies or those of the NCAA or the Big Ten without having first obtained the approval of the Director of Athletics and the University President (which approval will not be unreasonably withheld).
5. *Opportunities to Earn Outside Income.* Subject to the provisions of all the preceding paragraphs of Section 4.03 hereof, the Employee may have the opportunity to make additional outside income as follows:
 - a. *Commercial Endorsements.* Subject to obtaining advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may undertake commercial endorsements of products and services that are not in conflict with

his obligations in this Section 4.03 in which he identifies himself as the University's head football coach during such time as the Employee is assigned to such position, but that he may not otherwise associate the University's name, trademarks or logos with an endorsement and provided that all such agreements must cease on or before the earlier of the termination of this Agreement or when the Employee is no longer the head football coach.

b. *Other Opportunities.* From time to time, other opportunities may arise for outside income that are unanticipated at this time and that may be mutually beneficial to the parties. In such event, the Employee shall confer with the Director of Athletics and, upon the advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may pursue such opportunities.

6. *The Employee Solicitation of Donor Funds.* The Employee recognizes the overall positive impact to the University and the athletics program of a well-coordinated fundraising effort and agrees that any solicitations or requests for funding will be made only with prior approval from the athletic administration and the University's institutional advancement officials (which approval will not be unreasonably withheld).

4.05. *Disclosure of Outside Income.* The Employee shall report annually in writing to the President of the University through the Director of Athletics, on or before April 15 of each year received, all athletically-related income from sources outside the University during the previous calendar year, and the University shall have reasonable access to all records of the Employee necessary to verify such report.

4.06. *Camps.* The University has the exclusive right to authorize summer youth athletic camps on its campus using the University facilities. The Employee shall have the opportunity to use the University's athletic facilities in connection with a summer youth football camp owned and run by the Employee for three (3) weeks each summer, provided that the University is paid a discounted facility license fee, to be reasonably determined by the Athletics Department, and is reimbursed by the Employee for all of its reasonable and necessary expenses, including for custodial and moving services, incurred in the administration of the camp and in making supplies and facilities available. Employee should also be aware that University services provided by units other than the Athletics Department, including room and board for camp participants, will be available at the applicable rates determined by such units.

The three (3) weeks for the summer youth athletic camps shall be designated by the University upon consideration of the preference of the Employee and upon such conditions as may be required from time to time by the University's facilities during normal business hours. The reimbursable expenses shall be approved by the Director of Athletics (which approval will not be unreasonably withheld) and are subject to review and revision annually, if necessary, to cover actual expenses. Any net revenue from the camp will be retained by the Employee and allocated to the football program or staff as determined by the Employee. Unless otherwise approved in advance in writing by the Director of Athletics (which approval will not be unreasonably withheld), the Employee must use accrued vacation time for participation in any off-campus camps. The Employee's participation in off-campus camps shall not occur during the same weeks as the Employee's summer youth football camps at the University, nor shall it interfere with the Employee's responsibilities to the University or the effective operation of the football program. From year to year of this Agreement, a separate document shall be prepared by the University setting forth the details of the camp expenses.

4.07. *adidas Product Allowance.*

- A. The Employee shall receive an annual allowance of Ten Thousand Dollars (\$10,000.00) for the placement of orders for adidas product.
- B. The Employee must utilize the allowance during the Term; any allowance remaining at the end of the Term shall not be carried over.
- C. Orders may be placed by the Employee directly with adidas, and the University shall notify the Employee if a particular adidas representative is to be the contact person for this purpose. Employee understands and agrees that the University may contact adidas regarding the allowance account and may receive balance information or any other account information for auditing purposes.
- D. The Employee acknowledges and agrees that the amount of the allowance used in a calendar year will be included in the employee's gross income on his Indiana University Form W-2, Wage and Tax Statement, for that calendar year.

4.08. *Athletics Dining.*

- A. University and Employee agree that there is mutual value in Employee dining with student-athletes and departmental employees at the athletic dining facility.
- B. University may arrange for Employee to be provided meals made available to student-athletes and University employees at no cost to Employee at the sole discretion of the University.
- C. The Employee acknowledges and agrees that the value of meals actually received under this section will be tracked on a daily basis for each calendar year and the value of such meals will be included in the Employee's gross income on his Indiana University Form W-2, Wage and Tax Statement, for that calendar year.

4.09. *Signing Bonus.* Within thirty (30) days following the full execution of this Agreement, University will pay Employee a signing bonus of One Million Dollars (\$1,000,000).

ARTICLE V - SUPPLEMENTAL COMPENSATION

5.01. *Supplemental Compensation for Competitive Performance Achievement.*

- A. For any year the University football team, while under the direct supervision of the Employee, wins the Big Ten East Division, the Employee will receive an additional payment of Fifty Thousand Dollars (\$50,000).
- B. For any year the University football team, while under the direct supervision of the Employee, wins the Big Ten Conference Championship, the Employee will receive an additional payment of One Hundred Fifty Thousand Dollars (\$150,000).
- C. Employee will receive a payment of One Hundred Thousand Dollars (\$100,000) if the football team makes a bowl appearance that is not part of the College Football Playoff ("CFP") and an additional

payment of Fifty Thousand Dollars (\$50,000) if the football team wins the non-CFP bowl game, so long as such appearance and win occur while the Team is under the direct supervision of the Employee.

D. Employee will receive the following CFP related bonuses, if such appearance or championship occurs while the Team is under the direct supervision of the Employee. These bonuses are not cumulative and the highest finish will apply:

New Year's Six Bowl Appearance	\$200,000
CFP Semi-Final Appearance	\$250,000
CFP Final Appearance	\$350,000
CFP National Champions	\$400,000

E. Employee will receive a payment of Fifty Thousand Dollars (\$50,000) if Employee is awarded the Big Ten Coach of the Year Award by either the Big Ten Conference Coaches (Hayes-Schembeckler) or by the Big Ten Media Voting Panel (Dave McClain), with a maximum of Fifty Thousand Dollars (\$50,000) for this provision in any one season.

F. Employee will receive a payment of One Hundred Thousand Dollars (\$100,000) if Employee is awarded one of the following National Coach of the Year honors: Associated Press, Paul "Bear" Bryant, Sports News, Walter Camp, Maxwell Football Club, Home Depot, Bobby Dodd, Bobby Bowden, George Munger, Eddie Robinson, AFCA, or ABC/ESPN. There is a maximum of One Hundred Thousand Dollars (\$100,000) for this provision in any one season.

Any additional sums under Sections 5.01.A-F, if earned and payable, shall be payable within sixty (60) days following the end of the intercollegiate football season. Such sums shall be considered earned at the time the conference division or championship is secured, the bowl game is played or the post-season honor is awarded. Additional supplemental compensation may be awarded to Employee and the assistant football coaches at the discretion of the Director of Athletics.

ARTICLE VI - EMPLOYMENT AGREEMENT CONDITIONS

6.01. Resignation by Employee

The parties agree that the Employee may terminate this Agreement prior to the Normal Expiration Date upon the following terms and conditions.

A. *Written Notice by Employee.* The Employee may terminate this Agreement prior to the Normal Expiration Date by giving the University ten (10) business days' advance written notice of the termination of his employment with the University. Simultaneously with such notice, the Employee shall inform the University in writing of his employment plans following the termination of employment with the University. The University, in its reasonable discretion, may waive the notice period and set the date of termination as the date the notice of termination is given or some other date following the notice of termination; however, the University shall not use this notice period to prohibit the Employee from accepting future employment, subject to the Employee's obligations pursuant to Section 6.01.C.

B. *Effect of Termination.* If the Employee terminates his employment in accordance with the provisions of Section 6.01.A, the Employee shall be obligated to pay to the University the amount provided in Section 6.01.C below and all obligations of the University to make further payments and/or to provide any benefits or other considerations hereunder shall cease as of the date of termination other than

payments for amounts earned but not yet paid at the time of termination.

C. *Early Termination Payment.* The Employee recognizes that his promise to work for the University until the Normal Expiration Date is an essential consideration of and a material inducement for the University's decision to employ him as head football coach. The Employee also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as head football coach with the University prior to the Normal Expiration Date. Accordingly, in the event the Employee resigns or otherwise terminates his employment under this Agreement prior to the Normal Expiration Date, he will pay to the University pursuant to the following schedule:

<u>Date Resigned</u>	<u>Amount Owed to University</u>
December 1, 2019-November 30, 2021	100% of all remaining Base, Outside Marketing, and Promotional Income, and Deferred Compensation, including for Extension Years
December 1, 2021-November 30, 2022	50% of all remaining Base, Outside Marketing, and Promotional Income, and Deferred Compensation, including for Extension Years
December 1, 2022-November 30, 2024	\$1,000,000
December 1, 2024-November 30, 2026	\$500,000

This payment is to reimburse the University for expenses, including but not limited to (i) searching for, recruiting and hiring a new head football coach and coaching staff; (ii) relocating a new head football coach and coaching staff; and (iii) buying out the contract, if necessary, of a new head football coach. The Employee expressly agrees that such amount is a reasonable approximation of the harm that the University will incur in the event of such resignation or termination by the Employee. The Employee shall pay such amount in full to the University within thirty (30) days after the date of the Employee's termination of employment. In the event a third party agrees to accept responsibility, directly or indirectly, for payment of this early termination payment, the total payment according to the schedule above must be made within fifteen (15) days of the Employee ceasing to be the head football coach at the University.

As set forth in Section 3.05 above and for purposes of illustration and example only, the effect of the Employee earning an Extension Year in 2020 will be to automatically add a year to the Term (December 1, 2026 – November 30, 2027) with the “Amount Owed to the University” for that Extension Year (December 1, 2026 – November 30, 2027) being \$500,000. Any subsequent Extension Year(s) earned pursuant to Section 3.05 above will also include a \$500,000 “Amount Owed to University.”

6.02. *Termination by the University.* The Parties agree that the employment of the Employee by the University under this Agreement shall be subject to automatic termination or termination by the University, as applicable, prior to the Normal Expiration Date upon the following terms and conditions.

A. *Automatic Termination upon Death or Disability of Employee.* This Agreement shall terminate automatically if the Employee dies, or if the Employee becomes permanently disabled. “Permanently disabled,” for purposes of this Agreement, shall mean physical or mental incapacity that makes the

Employee unable to perform the essential functions of his job under the Agreement with or without reasonable accommodation. The determination whether the Employee is "permanently disabled" shall be made exclusively by the University.

If this Agreement is terminated pursuant to this section because of the Employee's death, the Employee's salary and all other benefits shall terminate as of the calendar month in which death occurs or on the date of death (or other date called for by applicable University policy), in accordance with University policies, except that the Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to the Employee thereunder as well as any amounts earned but not yet paid at the time of termination.

If this Agreement is terminated under this section because the Employee becomes permanently disabled and unable to perform the essential functions of his job with or without a reasonable accommodation, the Employee's salary shall terminate at the end of the month in which the disability determination is made, but any other benefits that might accrue under these circumstances (such as disability benefits to which he is entitled under any disability program in which he is enrolled or eligibility for COBRA) shall be available in accordance with the University's personnel policies in effect at the time.

B. Termination by the University for Cause. The University may terminate the Employee's employment under this Agreement prior to the Normal Expiration Date for "Cause." The term "Cause" shall mean any of the following:

1. Any significant, knowing, or repetitive violation by the Employee of any obligations, duties or responsibilities outlined in Section 2.01 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of the Employee's abilities;
2. Any conduct, including acts or omissions, of the Employee in violation of any criminal felony statute, whether prosecuted or not, or any act of moral turpitude;
3. Any significant, knowing, or repetitive conduct, including acts or omissions, of the Employee that may give rise to a finding of a violation of any of the applicable Governing Rules, including, but not limited to, any conduct which may have occurred during any prior employment of the Employee at another NCAA member institution and for which the NCAA could hold the Employee responsible;
4. Any significant, knowing, or repetitive conduct, including acts or omissions, by any coach or any other staff member of the football program or any other person under the Employee's supervision and direction, including student-athletes in the program, that violates the applicable Governing Rules and which violation the Employee knew or should have known of;
5. Any conduct, including acts or omissions, of the Employee that is seriously prejudicial to the best interests of the University or the Athletic Department or which materially violates the University's stated mission or which conduct reflects materially and adversely upon the University or its athletic program;
6. Any prolonged absence from the performance of the Employee's obligations, duties and responsibilities under this Agreement without the prior consent of the Director of Athletics (which consent will not be unreasonably withheld);

7. Any failure to obtain the University's permission from the Director of Athletics to enter into an agreement for outside or promotional income as set forth in Article IV (which permission will not be unreasonably withheld);
8. Any fraud or dishonesty of the Employee in the performance of any of his obligations, duties, or responsibilities under this Agreement;
9. Any failure to reasonably ensure that all the members of the coaching staff and other members of the football program comply with the Governing Rules;
10. Any failure by the Employee to comply with his obligations, duties, and responsibilities under Section 6.04 of this Agreement or any material breach of the representations and warranties of the Employee in Section 6.05 of this Agreement;
11. Any conduct, including acts or omissions, that misleads the University or the Director of Athletics about any material matters related to the football program, including matters related to the Employee, any assistant coaches or other staff members or any student-athletes;
12. Any failure or refusal to cooperate with the Director of Athletics or other University officials, including any compliance personnel, which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied;
13. Fraud or dishonesty of the Employee in preparing, falsifying, submitting or altering documents or records of or to the University, the NCAA, the Big Ten or Conference, or documents or records required to be prepared or maintained by law, any of the Governing Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation expense reports, transcripts, eligibility forms or compliance reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that the Employee had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts;
14. Any use or consumption by the Employee of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree or for such appreciable period that impairs significantly or materially his ability to perform his duties hereunder or that reflects adversely upon the University or its athletics program; or failure by the Employee to fully cooperate in the enforcement and implementation of any drug testing program established by the University for student-athletes;
15. The Employee's sale, use, or possession of (or the Employee's permitting, encouraging, or condoning a student-athlete, coach, or other athletic staff member to sell, use, or possess) any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use, or possession of which by the Employee, student-athlete, coach, or other athletic staff member is prohibited by law or by the Governing Rules;
16. Soliciting, placing, or accepting by the Employee of any bet on any intercollegiate or professional athletic contest, or permitting, condoning, or encouraging by the Employee of any illegal gambling, bookmaking, or illegal betting involving any intercollegiate or professional athletic contest, whether through a bookmaker, a parlay card, a pool, or any other method of organized gambling, or the furnishing by the Employee of information or data relating in any manner to any sport to any individual known by the Employee to be or whom he should reasonably

know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by the Employee with any of such persons; or

17. Any other violation by the Employee of any material term or condition of this Agreement which is not specified above and which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied.

C. Procedures for Termination for Cause. If at any time the University has any reason to believe that Cause may exist to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement, the University shall have the right to conduct a review or investigation, either on its own initiative or in conjunction with the NCAA, the Big Ten or otherwise, with or without notice to the Employee. Upon request, the Employee shall cooperate with the University and its professional advisors in the conduct of the review or investigation to the full extent requested by the University, including but not limited to providing oral or written statement(s) under oath and providing originals or copies of any or all information, records or documents requested by the University.

If at any time the University has any reason to believe that Cause may exist to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement, the University shall have the right, upon written notice to the Employee, to suspend the Employee with pay until such time that the review or investigation is complete and the Employee is notified in writing that the Employee may resume his duties and responsibilities under this Agreement. Unless any exception is specifically set forth in writing as a part of the suspension notice to the Employee, the suspension shall be deemed to be a prohibition upon the Employee from engaging in any activities otherwise allowed by this Agreement, including but not limited to recruiting, media activities, endorsements, or any interaction with any student-athletes or other members of the football staff.

"Cause" sufficient to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement shall initially be determined by the Director of Athletics. The Director of Athletics may make this determination without conducting any prior review or investigation as contemplated above. If an initial determination is made by the Director of Athletics that Cause exists to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement, the University shall have the right to suspend the Employee from all of his duties with or without pay, as determined by the Director of Athletics, pending termination of the employment of the Employee pursuant to Section 6.02.B of this Agreement. The University shall provide to the Employee a written notice of suspension pending termination of employment ("Notice Pending Termination"). The Notice Pending Termination shall provide (i) the reasons for such suspension and for the initial determination of Cause by the Director of Athletics; (ii) the effective date of the termination for Cause in the absence of a review of the initial determination of the Director of Athletics; and (iii) the procedure by which the Employee may seek a review of the initial determination of the Director of Athletics. Any suspension of the Employee with or without pay pursuant to this provision shall be deemed effective immediately upon delivery of the Notice Pending Termination to the Employee.

The Employee shall have the procedural right, upon written request, to a review of his suspension and pending termination as previously determined by the Director of Athletics. Such review may be initiated by the Employee by submitting a written request to the President of the University. Any request for a review shall (i) be sent within ten (10) days of the delivery of the Notice Pending Termination and (ii) shall set forth responses for each of the reasons that the Employee contends that the initial determination of Cause by the Director of Athletics is not appropriate. Any request for a review that does not follow the foregoing procedure in all respects shall be deemed waived by the Employee and the initial determination of Cause shall automatically become final and binding. Upon receipt of a proper request for a review, the President of the University shall consider the review and may, in his sole discretion, appoint one or more delegates to

consider the review request. The President or his delegate(s) shall provide an opportunity for the Employee to be heard as to the specific reasons set forth as the basis for the suspension and the determination of Cause to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement. If, after such opportunity to be heard, the President or his delegate(s) determines that the initial determination of the Director of Athletics is proper, the Employee shall be notified in writing of the decision by the President or his delegate(s) and the termination for Cause shall take effect on the date specified in the President's or delegate(s) notification. If the President or his delegate(s) determines that the initial determination of the Director of Athletics was not proper, then the President may order reinstatement of the Employee to his position on such additional terms and conditions as the President or his delegate(s), in his or their sole discretion, deems necessary to fulfill the purpose and intent of this Agreement. The decision of the President or his delegate(s) shall be the final decision of the University.

The Employee acknowledges and agrees that the foregoing procedure is the exclusive University procedure that will apply to any determination (or review or appeal of any determination) of Cause sufficient to terminate the employment of the Employee pursuant to Section 6.02.B of this Agreement. The Employee waives his right to use or pursue any and all other University procedures, including the grievance procedures, afforded to other employees of the University in connection with a termination of their employment by the University.

D. University's Obligations Upon Termination for Cause. In the event this Agreement is terminated for Cause in accordance with the provisions of Section 6.02.C hereof, all obligations of the University to make further payments including base salary, benefits, supplemental compensation, or any other payments required by this Agreement and/or to provide any other consideration hereunder shall cease as of the date of termination, except for any benefit extended to other employees under University policies as well as payment of any amounts earned but not yet paid at the time of termination.

In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe contracts, equipment agreements, consulting relationships, social media or from other sources that might produce promotional or outside income, except for any amounts earned but not yet paid at the time of termination.

E. Action by University Without Cause. The parties agree that the University may end this Agreement prior to the Normal Expiration Date without Cause. Termination "without Cause" shall mean termination on a basis other than those set forth in Sections 6.02.A and 6.02.B above. Termination by the University without Cause shall be effectuated by delivering to the Employee written notice of the University's intent to end this Agreement without Cause, which notice shall be effective upon the earlier of the date set forth in such notice or ten (10) days after receipt of such notice by the Employee.

F. Termination by University Without Cause. If the University terminates this Agreement without Cause prior to the Normal Expiration Date, in accordance with the provisions of Section 6.02.E hereof, the University, in no case, shall be liable for the Employee's loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships, social media or from any other sources that may result from the University's termination of this Agreement without Cause, except for any amounts earned but not yet paid at the time of termination.

G. *University's Obligation Upon Termination Without Cause.* Upon the Employee's execution of a reasonable Severance Agreement/Release acceptable to the University, the University's sole obligation to the Employee shall be to pay the Employee according to the following schedule:

<u>Date of Termination</u>	<u>Amount Owed to Employee</u>
December 1, 2019-November 30, 2022	100% of remaining Base, Outside Marketing, and Promotional Income, and Deferred Compensation, including any Extension Years
December 1, 2022-November 30, 2026	50% of remaining Base, Outside Marketing, and Promotional Income, and Deferred Compensation, including any Extension Years

Any such amount shall be payable in equal monthly installments with appropriate withholding and deductions for taxes and other matters required by law. The University's obligation to pay the Employee under this section shall be subject to the mitigation provisions of Section 6.02.H of this Agreement.

As set forth in Section 3.05 above and for purposes of illustration and example only, the effect of the Employee earning an Extension Year in 2020 will be to automatically add a year to the Term (December 1, 2026 – November 30, 2027). The "Amount Owed to Employee" for that Extension Year (December 1, 2026 – November 30, 2027) will be 50% of remaining Base, Outside Marketing and Promotional Income, and Deferred Compensation, including any Extension Years. Additionally, the foregoing schedule shall reset such that the "Amount Owed to Employee" for December 1, 2020 – November 30, 2023 shall be 100% of remaining Base, Outside Marketing and Promotional Income, and Deferred Compensation, including any Extension years while the "Amount Owed to Employee" for December 1, 2023 – November 30, 2027 will be 50% of remaining Base, Outside Marketing and Promotional Income, and Deferred Compensation, including any Extension Years. Any subsequent Extension Year(s) earned pursuant to Section 3.05 above will operate in the same manner.

In no case shall the University be liable to the Employee for any payments for outside, marketing, or promotional incomes, for loss of any promotional or outside business income, collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe contracts, or equipment agreements, consulting relationships, social media or from other sources that might produce promotional or outside income or any other payments provided in this Agreement. Acceptance by the Employee of this amount will constitute full settlement of any claim that the Employee might otherwise assert against the University, or any of its agents or employees. By executing this Agreement, the Employee explicitly acknowledges and agrees that he is entitled to no other damages as a result of the termination of this Agreement without cause by the University.

H. *Mitigation of University's Obligations.* The Employee is required to mitigate University's obligations under Section 6.02.G by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain a comparable employment position (as defined below) as soon as practicable following such termination. If the Employee is employed elsewhere post-termination in a comparable employment position (as defined below), then University's obligation to pay Employee as set forth in Section 6.02.G shall be reduced by Employee's total compensation from all sources directly

related to such a comparable position (except not including the employee benefits costs associated with such a comparable position). University shall pay such amount (which shall not include employee benefits for the period that Employee is employed in such a comparable position) in equal monthly installments after the date of termination for the period defined in Section 6.02.G.

For purposes of this section, “*comparable employment position*” shall include, but not be limited to, positions as: (1) a media commentator with a national or regional network, broadcast station or cable company or (2) a head or assistant coach in the professional or collegiate ranks.

6.03. Effect of Termination on Payment of Bonus or Supplemental Income. Notwithstanding any other provision in this Agreement to the contrary, in the event that the Employee’s employment is terminated pursuant to Sections 6.01, 6.02.A, or 6.02.E of this Agreement, any monies earned during the Term pursuant to Article IV or Article V of this Agreement shall be paid by the University unless, prior to such payment, it is determined that the Employee committed acts or omissions for which he could have been terminated for Cause under Section 6.02.B of this Agreement. The Employee may appeal such a determination pursuant to Section 6.02.C of this Agreement.

6.04. Discussion of Other Prospective Employment. Unless notice of termination of employment has been given to the Employee, the Employee shall not engage in discussions or negotiate, directly or indirectly, concerning his prospective employment with any other institution of postsecondary education or any professional athletic team without first obtaining the approval of the Director of Athletics to engage in such discussions or negotiations (which approval shall not be unreasonably withheld). If Employee is unexpectedly approached by a third party regarding prospective employment opportunities, Employee will be in compliance with this provision if such discussion is reported to the Director of Athletics immediately following the discussion.

6.05. Representations and Warranties of the Employee. As a material inducement to the University to execute and perform this Agreement, the Employee represents and warrants to the University that (1) he has not violated any Governing Rules prior to the date of this Agreement and (2) he knows of no violation of any Governing Rules by any staff member or student-athlete who was under his supervision, direction, or control at any prior member institution of the NCAA and for which he could be held responsible or be subject to sanctions or other discipline from the NCAA.

ARTICLE VII - MISCELLANEOUS

7.01. Withholding and Taxes. Any payments made or benefits provided to the Employee by the University pursuant to this Agreement shall be subject to normal deductions and withholdings for state, local and federal taxes. To the extent any payments or benefits provided to the Employee by the University pursuant to this Agreement (including without limitation game tickets, product allowances, cell phone expenses, memberships) are deemed taxable, the Employee shall be solely responsible for any such taxes.

7.02. Requirement of University Signature and Approval. It is understood and agreed that this Agreement shall not be effective until signed by the University’s President, Director of Athletics, and Treasurer on behalf of the University.

7.03. Choice of Law/Choice of Venue. It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and the laws of the State of Indiana shall govern the validity, performance, and enforcement of this Agreement. All disputes related to this Agreement or any violation or breach of this Agreement shall be litigated exclusively in a state court

located in Monroe County, Indiana, and the Employee expressly waives any right to pursue an action in another venue and any possible challenge to personal jurisdiction or venue.

7.04. *Assignment of Agreement.* The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

7.05. *Amendments to Agreement.* This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee. Such approval and acceptance is to be acknowledged in writing.

7.06. *Severability.* If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

7.07. *No Waiver of Default.* 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 default or breach of the same or any other covenant, term or condition contained herein.

7.08. *Acknowledgement.* The Employee acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.

7.09. *University Retains All Materials and Records.* All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, video, statistics or any other material or data, furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole and confidential property of the University. The University agrees to provide the Employee reasonable access to such materials, as approved by the Director of Athletics, for personal professional development purposes (not commercial purposes) while this Agreement is in effect. The Employee shall cause any such materials in his possession or control to be delivered to the University on or prior to his final day of employment. However, nothing in this Section 7.09 shall prevent the Employee from retaining a copy of practice scripts, calendars and game plans developed by the Employee during the Term of this Agreement.

7.10. *Employee Will Not Incur University Indebtedness.* It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the advance written approval of the Director of Athletics.

7.11. *"Force Majeure."* Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall include, but not be limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or any act of God.

7.12. *No Tenure.* The Employee acknowledges and agrees that the position for which he is employed by the University (and any other position to which the Employee may be assigned) is not a tenure-track position and will not lead to tenure.

7.13. *Employee Will Not Make Investments Inconsistent With University's Objectives.* During the period of employment hereunder, the Employee shall not make or continue to hold any investment in or be

associated with any enterprise (e.g., gambling, alcoholic beverages) that could be deemed to be inconsistent with the University's objectives and philosophies or those of the NCAA, Big Ten or Conference, without having first obtained the approval of the Director of Athletics and the University President (which approval shall not be unreasonably withheld).

7.14. *Notices.* Any notice or other communication that may or is required to be given under this Agreement shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid, and addressed to the party at the addresses set forth below (or such other address as may be given by either party in writing to the other):

To Employee: Thomas Allen
 Memorial Stadium
 1001 E. 17th Street
 Bloomington, Indiana 47408
 allente@iu.edu

With electronic copy to: Russ Campbell & Patrick Strong
 Balch Sports
 1901 Sixth Avenue North, Suite 1500
 Birmingham, AL 35203
 rcampbell@balch.com & pstrong@balch.com

To University: Vice President and Director of Intercollegiate Athletics
 Indiana University
 North End Zone
 1001 E. 17th Street
 Bloomington, IN 47408

Notice given by personal delivery will be effective upon delivery. Notice by United States Mail will be effective on the close of business of the 5th business day following deposit by mail, or upon actual receipt, if earlier.

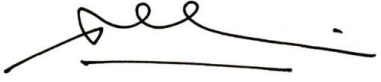
7.15. *Pronoun References.* Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms. The singular form of nouns and pronouns shall include the plural, and the plural form of nouns and pronouns shall include the singular.

7.16. *Employee Is Not Represented by University's Professional Council.* The Employee acknowledges and agrees that his employment relationship with the University is governed by this Agreement and that he is not covered by those University human resources policies governing employee discipline and grievance procedure and is not eligible for representation by the University's Professional Council.

[Intentionally left blank, signature page follows]

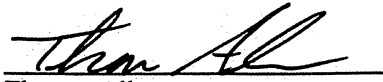
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"UNIVERSITY"

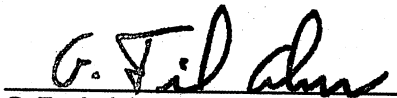


Michael A. McRobbie
President

"EMPLOYEE"



Thomas Allen



G. Frederick Glass
Vice President and Director of
Intercollegiate Athletics

Donald S. Lukes

Donald S. Lukes
Treasurer

Approved by: 77_____

Signature: James Nussbaum
James Nussbaum (Apr 7, 2020)

Email: jtnussba@iu.edu