

COUNTY OF WAKE
STATE OF NORTH CAROLINA

FOURTH EMPLOYMENT AGREEMENT
Head Football Coach

THIS FOURTH EMPLOYMENT AGREEMENT, made and entered into on this 21st day of February, 2019, by and between **North Carolina State University** ("NC STATE"), a constituent institution of the University of North Carolina and agency of the State of North Carolina, and **DAVE DOEREN** ("COACH"), in his personal and individual capacity.

RECITALS

NC STATE desires to employ the COACH and the COACH desires to engage in such continued employment under the terms and conditions set forth below; and

This Fourth Employment Agreement ("Agreement") shall supersede both the Third Employment Agreement and Amendment #1 to the Third Employment Agreement (together constituting the "Prior Agreement"); and

The parties acknowledge that although this Agreement is sports-related, the primary mission of NC STATE is education, research, public service and engagement, and, accordingly, the primary purpose of all NC STATE's legal arrangements, including this Agreement, is the furtherance of NC STATE's educational missions;

In consideration of the promises and mutual covenants hereinafter set forth, the parties agree as follows:

I. GENERAL PROVISIONS

- A. **Term of Employment.** NC STATE employs COACH as its Head Coach of Football for a five-year term effective January 1, 2019 and ending on December 31, 2023. COACH expressly accepts employment in this position and agrees to faithfully and diligently perform the duties of COACH of the football program ("Program") as set forth herein. As used herein, "Agreement" shall include the initial term and extensions thereof, if any. In addition, unless otherwise specified herein, "Contract Year" in the Agreement shall mean January 1 through December 31. COACH's employment shall continue until the contract ending date unless terminated earlier as provided herein or otherwise extended beyond the contract end date as the parties shall agree subject to necessary approvals.
- B. **EHRA Non-Faculty Employee.** COACH is classified as a non-faculty employee, exempt from the State Human Resources Act ("EHRA") and, except as otherwise noted herein, shall be subject to all employment policies for EHRA non-faculty

employees of the University of North Carolina ("UNC") System and NC STATE, including as periodically revised. The employment policies are contained in the UNC Code and NC STATE's policies, regulations, and rules.

Such policies may be currently accessed at:

<http://www.northcarolina.edu/policy/index.php> and <https://policies.ncsu.edu/> and are incorporated herein by reference. COACH acknowledges that he has either read and understands these policies, or has had an opportunity to do so and expressly agrees to be bound by such policies as written or as hereafter revised.

- C. Annual Performance Evaluation. In accordance with NC STATE REG 05.50.08 (Annual Evaluation of EHRA Non-Faculty), the Director of Athletics or designee shall evaluate COACH's performance on an annual basis. It is understood and agreed that the Director of Athletics shall fully discuss with COACH his performance evaluation each year. For clarity, neither COACH's win/loss record nor annual recruiting class evaluation shall be used as determining factors in a termination for cause decision by NC State.
- D. Other Requirements. COACH's entitlement to the bonus compensation and/or incentive benefits provided for in Sections V.A. and B. (bonuses for academic and competitive team achievement) shall be expressly contingent on the following:
- (1) Where applicable, COACH's actual participation in, and coaching of, NC STATE's Football team for the particular event subject to the bonus compensation, unless COACH is physically unable to participate and coach the event due to a medically documented personal health emergency;
 - (2) COACH's satisfactory performance of the Duties delineated in Section II of the Agreement with the understanding that neither COACH's win/loss record nor annual recruiting class evaluation shall be used as determining whether performance is satisfactory for purposes hereunder; and
 - (3) The availability of non-state appropriated funds in the Athletic Department.
- E. Definitions. Unless specified otherwise herein, the following definitions shall apply:
- (1) "University Rules" shall mean all applicable UNC System and NC STATE policies, regulations, including periodic revisions.
 - (2) "NCAA Rules" shall mean the then existing constitution, bylaws, legislation, regulations, rules, and policies of the National Collegiate Athletic

Association ("NCAA") and its applicable divisions, or any successor association.

- (3) "ACC Rules" shall mean the then existing constitution, bylaws, legislation, regulations, rules, and policies of the Atlantic Coast Conference ("ACC") and its applicable divisions, or any successor conference.
- (4) "Governing Rules" shall mean the then existing or applicable NCAA Rules and ACC Rules, collectively.
- (5) "Compensation" or "compensation" shall mean annual salary, bonuses, supplemental compensation, as designated or further qualified herein, and any other payments NC STATE is obligated to make to COACH pursuant to this Agreement, without regard to the Internal Revenue Code (IRC) or tax implications of such payments.

II. DUTIES

- A. NC STATE hereby employs COACH as Head Football Coach with all the duties, responsibilities, and obligations normally associated with the position of Head Football Coach at a major university such as NC STATE. COACH agrees and acknowledges COACH possesses responsibility for the Football Program ("Program") and the actions of all institutional staff members who report, directly or indirectly, to COACH, whether or not the activities are performed by COACH, coaching assistants, sport-specific support staff, student-athletes or other individuals for whom COACH is presumed to be responsible and to monitor consistent with this Agreement and the Governing Rules.
- B. COACH's duties shall include, but not be limited to, the following ("Duties"):
 - (1) Direct and conduct the Program in a manner consistent with the educational purpose, traditions, integrity and ethics of NC STATE;
 - (2) Support and encourage the educational pursuits of his student-athletes and use his best efforts to ensure that his student-athletes make progress toward their respective degrees;
 - (3) Use his best efforts to ensure that all academic standards, requirements, and policies of NC STATE are observed including those in connection with the recruiting and eligibility of perspective and current student-athletes who are academically qualified;

- (4) Conduct himself and the Program in accordance with all State and Federal laws, the Governing Rules, the University Rules, and within the traditional high standards associated with his profession;
- (5) Use his best efforts to ensure that student-athletes in the Program conduct themselves: in a sportsmanlike and in accordance with NCSU POL 11.35.01 (Code of Student Conduct) and NC STATE's Student-Athlete Code of Conduct, and in other ways that will result in a positive image for NC STATE both in and out of competition;
- (6) Conduct himself in a sportsmanlike manner and in other ways that serve as a positive role model for student-athletes both in and out of competition;
- (7) Maintain responsibility for the fiscal and budgetary functions associated with the Program;
- (8) Be responsible for the supervision and conduct of assistant coaches and staff and their activities, including compliance with the Governing Rules and to provide annual evaluations of assistant coaches and staff, including but not limited to compliance related activities;
- (9) Supported by NC STATE, create and attain an atmosphere of compliance in the Program, including adherence to and compliance with the Governing Rules on the part of assistant coaches and staff who report, directly or indirectly, to COACH;
- (10) Affirmatively disclose and report information regarding possible violations of the Governing Rules, known or which should have been known by COACH; and cooperate fully with NC STATE and the NCAA in any inquiry or investigation into possible violations of the Governing Rules;
- (11) Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a Program of the highest quality and which is competitive within the ACC and the NCAA;
- (12) Assist and use best efforts to assure the fair and responsible treatment of student-athletes in a manner that supports and protects their safety, health and welfare; including recognizing and supporting the independent authority of medical personnel to make medical decisions pertaining to student-athletes health and safety attendant to training, practice, and/or competition; and

- (13) Maintain and enforce any and all disciplinary policies and drug policies of NC STATE.
- C. Notwithstanding anything to the contrary contained in this Agreement, COACH possesses affirmative duties to: i) refrain from personal (as opposed to passive) involvement in or, knowing, reckless or intentional, Level I or II violations of NCAA Rules; ii) disclose possible Level I or II violations of NCAA Rules, for which COACH knew or should have known; and iii) fully cooperate with NC STATE or the NCAA in any inquiry, investigation or infraction processes. These duties shall survive a termination of this Agreement for any reason. Accordingly, NC STATE may equitably adjust the remaining compensation being paid to COACH under an existing Termination for Convenience to reasonably address COACH's failure(s) under this subsection and the attendant consequences.
- D. Ineligibility of Student Athletes. The parties recognize that a student-athlete may be declared ineligible for competition for academic reasons, as a disciplinary sanction under NC STATE's Athlete or Student Codes of Conduct, or because NC STATE believes that he or she is not eligible according to the rules for athletic competition specified by the ACC or the NCAA or for similar reasons. This decision may be made either by COACH, the Director of Athletics, or the Chancellor. COACH agrees and acknowledges that in no event shall such an action taken by these individuals on behalf of NC STATE be considered a breach of this Agreement.
- E. Consistent with NCAA Bylaw 11.2 et seq., If COACH is found in violation of the Governing Rules, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.
- F. Participation in Annual Training and Reporting Requirements. COACH understands and acknowledges that COACH is: (i) a "Responsible Employee" under NC STATE's procedure for reporting sexual misconduct in accordance with NC STATE's obligations under Title IX; and (ii) a "Campus Security Authority" (CSA) responsible for reporting certain criminal activity and other misconduct in accordance with NC STATE's obligations under the Clery Act. COACH agrees to participate in any trainings relating to his responsibilities under this subsection. COACH shall seek assistance and guidance from appropriate NC STATE and Athletics Department resources regarding these obligations and shall make such reports as may be necessary.
- G. Failure to Discharge Duties. COACH agrees to faithfully and diligently perform the Duties of Head Football Coach, and to devote such time, attention, and skills to the performance of the Duties as necessary to meet the responsibilities of the position of Head Football Coach for the Program.

- H. During the term of this Agreement, COACH shall report to and be under the immediate supervision of NC STATE's Director of Athletics or the Director's designee and shall confer regularly with the Director of Athletics or designee on matters relating to the Program.

III. ANNUAL SALARY

Beginning January 1, 2019, COACH's annual salary ("Annual Salary") for the position of Head Football Coach is One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000). The salary is based on a twelve (12) month contract year. The Director of Athletics and Chancellor will make recommendations on salary adjustments and any additional compensation not otherwise provided herein during the annual performance evaluation and seek necessary and required approvals for any such adjustments. For clarity, there shall be no decrease in the Annual Salary compensation set forth herein during the Term.

IV. SUPPLEMENTAL COMPENSATION

- A. Beginning January 1, 2019, NC STATE shall pay COACH supplemental compensation in the aggregate amount of One Million Six Hundred Twenty-Five Thousand Dollars (\$ 1,625,000) in quarterly installments on March 31, June 30, September 30, and December 31, so long as COACH is employed by NC STATE as Head Coach of Football on the first day of the calendar month in which the next quarterly installment is due.
- B. Supplemental compensation shall be paid in consideration for COACH providing the following licensed rights and/or personal services:
- (1) Fundraising and Media Requirements. COACH shall participate in fundraising and development activities in support of NC STATE, as reasonably directed by the Director of Athletics or designee. COACH shall participate in television, radio, and other media broadcasts dedicated to NC STATE Athletics as reasonably directed by the Director of Athletics or designee (including, but not limited to, pre- and post- intercollegiate football game interviews, call-in radio and sport shows, weekly coach's shows, and any special broadcast related to bowl or championship games).
 - (2) Use of COACH's name, image and likeness. COACH agrees NC STATE is expressly authorized to utilize COACH's name, image and likeness as provided in subsection IV.B. below.
 - (3) Apparel, Equipment and Services. COACH shall help NC STATE fulfill its contract with commercial vendors involving the procurement and endorsement of apparel, equipment and services in support of NC STATE's Program and Athletics Department.

Without limitation, the parties agree that COACH's responsibilities as the head coach of the Program shall at all times supersede and take priority over any obligations that COACH may have pursuant to this Section IV.

COACH acknowledges that NC State has entered into and will enter into, from time to time, exclusive contracts with service providers or commercial vendors that provide or supply radio and television broadcasting and multi-media related to NC STATE's athletic programs, athletic footwear, apparel and equipment, etc. (collectively known as the "Athletic Agreements"). Coach agrees that the supplemental compensation provided for in this section shall be the only such compensation he is authorized to receive in connection with such Athletic Agreements, though he may be approved for outside compensation as provided for in Section VII of this Agreement. COACH grants to NC State the exclusive right of endorsement, together with the exclusive right, license and privilege of soliciting, securing and/or authorizing all endorsements, publications and/or radio and TV performance opportunities for or featuring COACH with respect to the Athletic Agreements only. Any endorsements or promotions by COACH for third parties will be pursuant to the terms and conditions of the Athletic Agreements or as pre-approved by the Director of Athletics, and subject to COACH's prior written approval. COACH understands that he may not engage in outside activities that conflict with or infringe upon the rights granted pursuant to those Athletic Agreements including but not limited to any external professional activities contemplated under section VII of this Agreement.

- C. COACH hereby grants to NC STATE and NC STATE hereby accepts a non-exclusive license to the names, nicknames, likeness, image, signatures, pictures, quotes, phrases, interviews, and coaching records, philosophies and methods of or attributable to COACH, and all derivations thereof, for any current and future uses for promoting and developing NC STATE, NC State Athletics, the Program, COACH, or any attributes, team or individuals associated with the Program. In the event of COACH's separation from NC STATE, NC STATE's use of COACH's NIL shall be for historical and archival purposes associated with the Program and NC STATE.

Without limiting in any way the generality of the foregoing paragraph, it is specifically agreed and understood that the license provided herein includes all likenesses, images, pictures, quotes, phrases, interviews, and records of or relating to COACH created, written, produced, obtained, made, given, taken, or conceived at any time while COACH is or was serving as Head Football Coach for NC STATE (collectively "NIL"), and that the rights to use such intellectual property will be non-exclusive.

If exercised, as a royalty for such license and use of COACH's NIL, so long as COACH is then currently serving as the University's Head Coach of Football and under valid contract to NC STATE in that capacity, and separate and distinct from any personal services to which COACH is obligated herein, NC STATE shall pay to COACH that proportion of total compensation that is attributable to COACH's NIL in the form of royalty payments as is determined by an independent valuation of COACH's NIL. NC STATE's election to utilize an independent valuation and royalty payment for COACH's NIL shall be in lieu of supplemental compensation to the extent of that estimated value, not in addition to the supplemental compensation total set forth in Section IV.A. of this Agreement.

Payments pursuant to this Section IV.C. may be paid to an entity designated by COACH to receive such payments. COACH or such entity shall remain solely responsible for the tax consequences associated with their respective receipt of royalty payments provided hereunder.

- D. In each Contract Year, the Chancellor will determine the amount of earned supplemental compensation described in Sections IV.A, if any, that is instead designated to be contributed to COACH's approved participation in the Senior Athletic Employee Retirement Program of The University of North Carolina.

V. BONUSES

Subject to the requirements set forth in Section I.D., COACH shall be entitled to receive additional non-salary incentive compensation from NC STATE in the form of bonuses as listed below for specific and measurable achievements:

A. Academic Team Achievement.

The bonuses set forth below in subsections V.A.(1)-(3) are cumulative between subsections, but not within each subsection V.A.(1)-(3), meaning that the maximum bonus amount earned or paid in any Contract Year after totaling combined team achievements between each subsection V.A.(1)-(3) shall not exceed Three Hundred Thousand Dollars (\$ 300,000).

- (1) Federal Graduation Rate ("FGR"). Beginning with the FGR release in October 2019, COACH will receive a bonus for the NC STATE Football team's single-year FGR provided the levels below are achieved in the amount that correlates with the FGR percentage shown below:

Single Year FGR of 70%-79%	Twenty-Five Thousand Dollars (\$ 25,000)
Single Year FGR of 80%-89%	Fifty Thousand Dollars (\$ 50,000)
Single Year FGR of 90%-99%	Seventy-Five Thousand Dollars (\$ 75,000)
Single Year FGR of 100%	One Hundred Thousand Dollars (\$ 100,000)

The bonuses within this subsection V.A.(1) are not cumulative, with the maximum amount of the bonus in a particular Contract Year to be based upon the highest level of achievement in the subject Contract Year. Any amount earned hereunder shall be paid within 60 days of when the FGR is reported publicly (but the subject bonus shall be deemed to have been earned on the day the FGR is reported publicly); and

- (2) Graduation Success Rate ("GSR"). Beginning with the GSR release in October 2019, COACH will receive a bonus for the NC STATE Football team's four-year GSR provided the levels below are achieved in the amount that correlates with the GSR percentage shown below:

Four Year GSR of 70%-79%	Twenty-Five Thousand Dollars (\$ 25,000)
Four Year GSR of 80%-89%	Fifty Thousand Dollars (\$ 50,000)
Four Year GSR of 90%-99%	Seventy-Five Thousand Dollars (\$ 75,000)
Four Year GSR of 1000	One Hundred Thousand Dollars (\$ 100,000)

The bonuses within this subsection V.A.(2) are not cumulative, with the maximum amount of the bonus to be based upon the highest level of achievement in the subject Contract Year. Any amount earned hereunder shall be paid within 60 days of when the GSR is reported publicly (but the subject bonus shall be deemed to have been earned on the day the FGR is reported publicly); and

- (3) Academic Progress Rate ("APR"). Beginning with the APR release in June 2019, in any Contract Year COACH will receive a bonus for the NC STATE Football team's NCAA Single-Year APR provided the levels below are achieved in the amount that correlates with the APR shown below:

Single Year APR of 970-979	Twenty-Five Thousand Dollars (\$ 25,000)
Single Year APR of 980-989	Fifty Thousand Dollars (\$ 50,000)
Single Year APR of 990-999	Seventy-Five Thousand Dollars (\$ 75,000)
Single Year APR of 1000	One Hundred Thousand Dollars (\$ 100,000)

The bonuses within this subsection V.A.(3) are not cumulative, with the maximum amount of the bonus to be based upon the highest level of achievement in the subject Contract Year. Any amount earned hereunder shall be paid within 60 days of when the APR is reported publicly (but the subject bonus shall be deemed to have been earned on the day the APR is reported publicly).

B. Competitive Team Achievement.

The bonuses set forth below in Sections V.B.(1)-(4) are cumulative between subsections, but not within each subsection V.B.(1)-(4), meaning the maximum bonus amount earned and paid in any contract year after totaling combined team

achievements between each subsection V.B.(1)-(4) shall not exceed One Million Fifty Thousand Dollars (\$ 1,050,000). In addition, all compensation provided for subsections V.B.(1) through (4) is not an element of Annual Salary, and is expressly contingent upon COACH's actual participation in, and coaching of, NC STATE's Football team for the particular event subject to receipt of the bonus.

- (1) In any Contract Year for the NC STATE's Football team's season, including any bowl and playoff games, COACH will receive a bonus in an amount as listed below:

Win 8 games	Fifty Thousand Dollars (\$ 50,000)
Win 9 games	One Hundred Thousand Dollars (\$ 100,000)
Win 10 games	One Hundred Fifty Thousand Dollars (\$ 150,000)
Win 11 games	Two Hundred Thousand Dollars (\$ 200,000)
Win 12 or more games	Two Hundred Fifty Thousand Dollars (\$ 250,000)

The bonuses in this subsection V.B.(1) are not cumulative and may not be independently earned. Any amount earned hereunder shall be paid by March 1 immediately following the occurrence of the achievement described in this subparagraph (but said bonus shall be deemed to have been earned at the conclusion of the game).

- (2) In any Contract Year in which NC STATE's Football team plays in the ACC Championship Game, COACH will receive either a bonus in the amount of One Hundred Thousand Dollars (\$ 100,000), or if the team wins the ACC Championship Game, COACH will instead receive a bonus in the amount of Two Hundred Thousand Dollars (\$ 200,000). Any amount earned hereunder shall be paid by March 1 immediately following the occurrence of the achievement described in this subparagraph (but said bonus shall be deemed to have been earned on the day of the ACC Championship Game).
- (3) In any Contract Year in which NC STATE's Football team plays in a postseason bowl game, including the College Football Playoff (CFP), COACH will receive a bonus in an amount as listed below:

Play in non-CFP Bowl Game	Twenty-Five Thousand Dollars (\$ 25,000)
Win non-CFP Bowl Game	Fifty Thousand Dollars (\$ 50,000)
Play in CFP Non-Semifinal Game	One Hundred Thousand Dollars (\$ 100,000)

Win CFP Non-Semifinal Game	Two Hundred Thousand Dollars (\$ 200,000)
Play in CFP Semifinal Game	Two Hundred Fifty Thousand Dollars (\$ 250,000)
Play in CFP National Championship Game	Three Hundred Thousand Dollars (\$ 300,000)
Win CFP National Championship Game	Five Hundred Thousand Dollars (\$ 500,000)

The bonuses in this subsection V.B.(3) are not cumulative and may not be independently earned. Any amount earned hereunder shall be paid by March 1 immediately following the occurrence of the achievement described in this subparagraph (but said bonus shall be deemed to have been earned on the day of the CFP Game).

- (4) In any Contract Year in which NC STATE's Football team finishes ranked in the Top 25 of the final College Football Playoff (CFP) poll (following all bowls and playoff games), COACH will receive either a bonus in the amount of Fifty Thousand Dollars (\$ 50,000), or if the team finishes ranked in the Top 15 of the final CFP poll (following all bowls and playoff games), COACH will instead receive a bonus in the amount of One Hundred Thousand Dollars (\$ 100,000). Any amount earned hereunder shall be paid by March 1 immediately following the occurrence of the achievement described in this subparagraph (but said bonus shall be deemed to have been earned on the day of the release of the final CFP poll).
- C. In the event that any future or amended state or federal law, rule, or regulation, or NCAA or ACC rule or regulation should 1) prohibit the payment of any bonus listed herein; 2) render any bonus illegal or ineffectual; or 3) subject NC State to a penalty or assessment or violation of law if such bonus were to be paid, NC State will, to the extent possible, revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to COACH while preserving for NC STATE as much of the bargained for institutional benefit as reasonably possible.
- D. The parties understand and agree that the right to any bonuses described in Sections V.(A) and (B) above vests when any such bonus is earned, not when any such bonus is paid.
- E. In any Contract Year, the Chancellor will determine the amount of any earned bonus compensation described in Sections V.A and V.B, if any, that would instead be contributed to COACH's approved participation in the Senior Athletic Employee Retirement Program of The University of North Carolina.

VI. BENEFITS AND OTHER NON-SALARY COMPENSATION

- A. The position of Head Football Coach is classified as an EHRA non-faculty position at NC STATE. COACH shall receive all employee-related benefits which are normally available to other twelve-month EHRA non-faculty employees. COACH acknowledges that fringe benefits provided by NC STATE are subject to change from time to time by action of the North Carolina General Assembly or NC STATE. As an EHRA non-faculty employee, COACH is currently entitled to twenty-four (24) annual leave days per year.
- B. COACH shall be entitled to receive non-salary compensation in accordance with NC STATE's Non-salary and Deferred Compensation Policy and as may be approved by the Board of Trustees. COACH acknowledges that, at the time of any separation (whether voluntary or involuntary) from employment as Head Football Coach with NC STATE, such non-salary compensation shall cease. During the term of the Agreement, NC STATE may, but in no event shall be required to, make available to COACH a supplemental retirement plan, as may be approved by the Board of Trustees and Board of Governors.
- (1) Courtesy Car(s). NC STATE shall make arrangements for and provide two (2) courtesy or leased vehicles for the COACH to use throughout the term of this Agreement. NC STATE shall be responsible for reimbursing COACH for maintaining collision and comprehensive liability insurance on the vehicle and any highway use tax. COACH shall be responsible for providing routine maintenance for the two vehicles. Alternatively, NC STATE may provide an annual automobile allowance in the amount of Fifteen Thousand Dollars (\$ 15,000). In the event of any termination of this Agreement by either party as allowed hereunder, COACH shall have 30 days to return said vehicles to NC STATE.
- (2) Meals. COACH shall be entitled to one (1) meal per day at Murphy Dining Hall or Case Dining Hall during the academic year.
- (3) Tickets. COACH shall be provided with twenty (20) Football tickets for NC STATE regular season home games, the ACC Football Championship Game (if NC STATE is a participant), and any Football bowl game in which NC STATE is a participant. COACH shall also be provided with six (6) Men's Basketball tickets for NC STATE regular season home games, the ACC Men's Basketball Tournament (if NC STATE is a participant), and any NCAA Men's Basketball Tournament games in which NC STATE is a participant.

- (4) Travel. Travel by accompanying spouse and dependents shall be provided by NC State pursuant to and consistent with the then current NC STATE travel policies, regulations and rules.
- (5) Parking Permit and Reserved Space. COACH shall be provided with a campus parking permit and reserved parking space at the Murphy Center.
- (6) Purchase Card. COACH shall be provided with a University Purchase ("P") Card for use for business expenses.

VII. OUTSIDE COMPENSATION

- A. COACH may earn other compensation from sources outside of NC STATE while employed by NC STATE with prior approval by the Director of Athletics and Chancellor. COACH is required to comply with any and all applicable State and Federal laws, Governing Rules, and University Rules concerning outside compensation and conflict of interest, and COACH is solely responsible for any tax consequences or reporting obligations associated with such outside compensation. In addition, any outside compensation is subject to compliance with the UNC System and NC STATE's policy on External Professional Activities for Pay. Such external activities for pay are independent of COACH's employment with NC STATE, and NC STATE shall have no responsibility for any claims arising therefrom. Activities for outside compensation shall include but not be limited to engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, commercial endorsements, and football camps, so long as such activities are not in conflict with Section IV.A. Subject to specific reporting requirements established by NC STATE, no outside activities for pay will be allowed without having on file with the Director of Athletics, a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities, which approval shall not be unreasonably withheld.
- B. COACH shall obtain prior written approval from the Director of Athletics or designee (not to be unreasonably withheld, delayed, or conditioned) before operating any football camp that uses NC STATE's name, logos, trademarks, and insignias, and shall conduct such camp in accordance with all applicable NC STATE policies, including those requiring the payment of licensing fees associated with the use of NC STATE's name, logos, trademarks, and insignias. COACH shall obtain prior written approval from the Director of Athletics or designee (not to be unreasonably withheld, delayed, or conditioned) before operating any football camp on NC STATE's property, and shall conduct such camp in accordance with all applicable NC STATE policies, including those regarding facilities use, and in accordance with the Governing Rules.

- C. COACH shall report annually to the Chancellor, through the Director of Athletics, all athletically related income and tangible benefits from outside sources. COACH expressly permits NC STATE a limited right to publicly release COACH's athletically related income from outside sources in response to information requests made to NC STATE. NC STATE may release such information as is reflected in COACH's outside athletically-related income report.

VIII. PARTICIPATION IN DECISION-MAKING

A. Staffing.

- (1) Hiring. COACH shall have the authority to make hiring recommendations to the Director of Athletics or designee regarding the employment positions for the Program, should such selection and hiring occur while COACH is the Head Football Coach. The hiring of personnel shall comply with all applicable NC STATE policies and regulations related to employment at NC STATE.
- (2) Future Achievement Adjustments for Football Staff Compensation Pool. Beginning with conclusion of the 2018 Football season, the compensation pool available to COACH for his assistant coaches and football support staff shall increase by the amounts below on April 1 following the football season of the subject Contract Year (e.g. following the 2018, 2019, 2020, 2021, and 2022 Football seasons) and shall be available for Football Staff for the stated Achievement Adjustments in each contract year, as follows:

Eight (8) Win Season	Two Hundred Thousand Dollars (\$ 200,000)
Nine (9) Win Season	Three Hundred Thousand Dollars (\$ 300,000)
Ten (10) Win Season	Four Hundred Thousand Dollars (\$ 400,000)
Eleven (11) Win Season	Five Hundred Thousand Dollars (\$ 500,000)

The achievements within this subsection VIII.A.(2) are for the entire Football season, including any postseason games (e.g. ACC championship game, bowl game, or playoff games). The amounts are not cumulative, with the adjustment of the staff compensation pool to be based upon the highest level of achievement attained, if any, during the Football season in the subject contract year. The adjustment of the staff compensation pool shall be available to COACH immediately upon the specified achievement for COACH to utilize in discussions with his staff related to merit increases, retention offers and counter-offers. COACH agrees to make recommendations on compensation increases for individual football staff members within all applicable NC STATE, institutional and system board policies and regulations related to salary, compensation and employment

at NC STATE and to submit such recommendations to the Director of Athletics for approval, which shall not be unreasonably withheld. The effective date of compensation increases for individual football staff members shall be April 1 following the football season of the subject contract year, subject to necessary NC STATE and UNC System approvals.

- B. Facilities. COACH shall have the opportunity to provide input into the design, development or renovation of any and all facilities owned by NC STATE that are for the exclusive or partial use of the Program.
- C. Scheduling. COACH shall collaborate with the Deputy Athletic Director for scheduling games for the Program, subject to the approval of the Director of Athletics or designee.
- D. The Chancellor will confer with COACH on the selection of any new athletics director.

IX. TAXES

COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits and other non-salary compensation including, but not limited to, supplemental compensation, incentive benefits, deferred compensation, NIL income, and bonuses he (or any applicable entity) receives incident to this Agreement may give rise to taxable income. COACH agrees to remain solely responsible for the payment of any taxes (including federal, state and local taxes) due on any taxable income as characterized by the IRS. COACH also understands that NC STATE will withhold taxes on amounts paid or due to COACH and the value of benefits and other non-salary compensation provided to COACH, to the extent the institution calculates such taxes as are required by applicable law and/or regulation; no act or omission on the part of NC STATE shall alter COACH's sole responsibility for tax liability related to COACH's various forms of compensation, payments or income.

X. UNIVERSITY RECORDS

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data furnished to COACH by NC STATE or developed by COACH on behalf of NC STATE or at NC STATE's direction or for NC STATE's use or otherwise in connection with COACH's employment hereunder are and shall remain the sole property of NC STATE. If NC STATE requests access to or the return of such materials at any time during, at, or after the termination of COACH's employment, COACH shall immediately deliver same to NC STATE.

XI. AUTOMATIC TERMINATION UPON DEATH OR DISABILITY OF COACH

- A. This Agreement shall terminate automatically upon the death of COACH. If this Agreement is terminated pursuant to this section because of death, the COACH's Annual Salary, supplemental compensation and all other non-salary compensation and benefits hereunder shall terminate as of the end of the calendar month in which death occurs, except that COACH's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan and due to COACH as an EHRA non-faculty employee.
- B. This Agreement shall terminate automatically upon the permanent disability of COACH. For purposes of this provision, COACH shall be deemed permanently disabled if, due to a mental or physical impairment, COACH is unable to perform the essential functions of the job with or without reasonable accommodation for a period of ninety (90) consecutive days. If this Agreement is terminated pursuant to this section because of permanent disability, NC STATE's sole obligation shall be to pay that portion of the Annual Salary as set forth in section III due to COACH as of the date of termination and to pay disability benefits to which COACH may be entitled to under any disability program in which COACH is enrolled through NC STATE.

XII. TERMINATION BY NC STATE FOR CAUSE

- A. This Agreement may be terminated by NC STATE for Cause. "Cause" shall include, but not be limited to, the following:
 - (1) Failure to carry out the duties of the Head Football Coach as defined in Section II of this Agreement and, if susceptible to cure, failure to cure same within thirty (30) days of receiving written notice of such failure from NC STATE;
 - (2) A Level I or Level II violation of NCAA Rules by COACH, or Level I or Level II violation of NCAA Rules by an assistant coach or staff member upon which COACH had reason to know or should have known in the exercise of reasonable diligence, or which COACH condoned, occurring while employed by NC STATE or during prior employment at another NCAA member institution. For purposes of this subparagraph, whether or not a Level I or Level II violation has occurred shall be reasonably determined in the discretion of NC STATE after its review of the relevant facts and circumstances;

- (3) COACH's conviction of, or a guilty plea, or other plea of responsibility, to (i) a felony committed by COACH or (ii) a criminal offense which constitutes fraud or moral turpitude;
- (4) Misconduct of the COACH, or misconduct by a Program assistant coach or staff member of which the COACH knew, had reason to know, or should have known through the exercise of reasonable diligence or which COACH condoned, of such a nature, as reasonably determined in the discretion of NC STATE, that would offend the traditions and ethics of NC STATE or which brings discredit to NC STATE;
- (5) Prolonged absence from duty without the consent of the Director of Athletics; or
- (6) Any of those causes specified in the applicable University Rules for EHRA Non-Faculty Employees, as adopted and revised from time to time.

For clarity, neither COACH's win/loss record nor annual recruiting class evaluation shall be used as determining factors in a termination for cause decision by NC State.

- B. In the event of a termination for Cause under this section, NC STATE's sole obligation to COACH shall be to pay COACH that remaining portion of the Annual Salary as set forth in Section III. that is due COACH as of the date of such termination, and amounts earned but not yet paid to COACH pursuant to Section V. Bonuses. In the event NC STATE exercises its right to terminate the Agreement for Cause, NC STATE shall not be obligated to pay COACH any supplemental compensation, or other non-salary compensation or benefits described in the Agreement or be responsible for any consequential damages, including, but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination.
- C. Any termination for Cause of COACH shall be conducted in compliance with all relevant and applicable NC STATE policies, regulations or rules as adopted and as may be revised from time to time.

XIII. TERMINATION BY NC STATE FOR CONVENIENCE

This Agreement may be terminated by NC STATE at any time for convenience upon written notice to COACH (which will indicate that such termination is for convenience and not for Cause).

- A. In the event NC STATE exercises its right to terminate this Agreement for convenience, NC STATE's sole financial obligation shall be limited to paying COACH his then current Annual Salary at the time of termination multiplied by the number of full and partial Contract Years remaining for the term of employment under this Agreement, and, if applicable, any bonuses earned or accrued as of the effective date of termination. In the event NC STATE exercises its right to terminate the Agreement for convenience, NC STATE shall not be obligated to pay COACH any other compensation described in the Agreement (except as otherwise detailed herein) nor shall NC STATE be responsible for consequential damages, including, but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount owed shall occur over the remaining term of the Agreement as follows: 1) within fifteen (15) days of the effective date of termination for convenience, payment shall be made of Annual Salary amounts due with respect to the remainder of that Contract Year, as well as, if applicable, any bonuses earned as of the effective date of termination during the Contract Year; and 2) remaining Annual Salary payments due hereunder with respect to each subsequent year shall be made monthly or as otherwise agreed upon by COACH and NC State, until all amounts due under this Section XIII have been paid in full.
- B. COACH acknowledges and expressly agrees to an affirmative contractual and common law obligation to mitigate the payments due to him under Section XIII.(A) and agrees to make every reasonable effort to seek and secure other employment at the good faith market rate for positions comparable to COACH's new position. COACH understands and agrees that NC STATE's obligation under Section XIII.A. constitutes extraordinary relief, and COACH is receiving payments while delivering no employment service to NC STATE; accordingly, NC STATE's obligation herein shall be strictly construed, and COACH shall not be entitled to such compensation absent good faith, reasonable and affirmative efforts to seek and secure employment. This contractual and common law affirmative obligation to mitigate shall survive the termination of this Agreement and shall exist for as long as NC STATE has the obligation to make payments under Section XIII.(A).
- (1) When COACH obtains new employment, NC STATE's financial obligations under Section XIII.(A) shall be reduced by the total compensation accruing to COACH in his new position so long as the total compensation is at a good faith market rate for similar positions during the period that would have been the term of this Agreement (had it not been terminated for convenience). If COACH's new employment is in collegiate coaching, "Market Rate" herein shall be defined as the good faith average total compensation for the position among public universities in the conference of the new collegiate institution, utilizing available compensation sources (e.g. USA Today salary survey and other coaching compensation

databases). "Total Compensation" for purposes of this subsection shall be defined as the sum of all compensation received or to be received by COACH for the new position for the term of NC STATE's Section XIII.A. obligation, inclusive of contemporaneous payments, deferred payments, cash, salary, incentives, bonuses, third-party payments, and personal income of any kind or nature attendant to the new position as defined by the Internal Revenue Code.

- (2) COACH shall promptly, upon acceptance of other employment, notify the Director of Athletics in writing of such employment and provide a redacted copy of his employment agreement for the new position (and/or other proof satisfactory to NC STATE such as an affidavit from COACH or third party, to be later verified by COACH's W-2 form and 1099 form for the new position) that indicates COACH's Total Compensation to be paid to COACH for the employment during the term of this Agreement (had it naturally expired). COACH understands that a failure or refusal to provide such documentation shall relieve NC STATE of its financial obligations under Section XIII.A. If COACH appears to be underpaid compared to the market value for the same or similar positions, or if COACH's new position apportions compensation so that it increases or balloons after NC STATE's payments to COACH cease, or the subsequent employment arrangement otherwise attempts to avoid the intended net effect of this provision, COACH expressly agrees that NC STATE shall assign a market value level of compensation to COACH's new position based upon its assessment of similar positions. In addition, COACH agrees to provide NC STATE with a copy of his W-2 form and 1099 form for each calendar year of this affirmative obligation to substantiate COACH's new compensation level as long as NC STATE has the obligation to make payments under Section XII.A. COACH expressly warrants and agrees that should COACH pursue any legal challenge(s) to this provision by COACH, the respective parties shall remain financially responsible for their attorneys' fees regardless of the outcome of such legal challenge(s).
- C. If COACH's actual receipt of Total Compensation in the new position exceeds the amount COACH would have been paid at NC STATE pursuant to Section XIII.(A), NC STATE's financial obligations under Section XIII.(A) shall terminate and cease.
- D. COACH acknowledges and agrees that, in the event that COACH is terminated for convenience, NC STATE's financial obligation to COACH is governed by Sections XIII.(A) and (B) above, subject however to Section II. C above. Any prior agreements or promises for other or additional compensation are null and void.

XIV. TERMINATION BY COACH

Termination by COACH Prior to Term Expiration

- A. COACH agrees that the promise to work for NC STATE for the entire term of the Agreement is essential to NC STATE. The parties agree that the COACH has special, exceptional, and unique knowledge, skill and ability as a Football coach which, in addition to the continuing acquisition of coaching experience at NC STATE, as well as NC STATE's special need for continuity in its Football program, renders the COACH's services unique. COACH therefore agrees, and hereby specifically promises, not to personally or through any agent or representative seek, negotiate for, or accept employment, under any circumstances, without first providing written notice to the Director of Athletics, of his intention to do so. COACH shall also advise in writing the Director of Athletics of any inquiries or contacts exploring COACH's possible interest in or availability for other full-time or part-time employment. COACH further agrees, and hereby promises, not to accept Football related employment prior to the natural expiration of the term of this Agreement, under any circumstances, without first providing written notice to the Director of Athletics and the Chancellor, of such employment including, but not limited to a Football coach at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, requiring performance of duties prior to the expiration date of the term of this Agreement and any extension(s) thereto. NC STATE agrees that COACH may terminate this Agreement at any time, for any reason, upon written notice to NC STATE and payment of liquidated damages in Section XIV.B below. Failure to meet the requirements set out in this Section XIV.A. shall constitute a material breach of this Agreement.
- B. COACH acknowledges that accepting employment from any other person or entity prior to the natural expiration of the term of this Agreement constitutes a breach of this Agreement. In the event of such breach, COACH shall be limited to solely paying NC STATE liquidated damages, in lieu of any and all other legal remedies or equitable relief, in the total amount of COACH's then current Annual Salary at the time of termination multiplied by the number of full and partial contract years remaining in the term of this Agreement or any extensions thereto. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) within fifteen (15) days of the effective date of termination without cause, payment shall be made by COACH to NC State based upon COACH's then current Annual Salary amounts due with respect to the remainder of that contract year, as well as, if applicable, any bonuses earned as of the effective date of termination during the contract year; and 2) remaining Annual Salary amounts due hereunder with respect to each subsequent contract year, such payments shall be made monthly or as otherwise

agreed upon by COACH and NC State, until all amounts due under this Section XIV have been paid in full. This is an Agreement for personal services. The parties recognize and agree that a termination of this Agreement by COACH prior to its natural expiration could cause NC STATE to lose its valuable investment in COACH's continued employment at NC STATE and could cause NC STATE additional damages beyond its lost investment, including but not limited to a possible adverse effect on recruiting. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by COACH and that the liquidated damages provisions of this paragraph are not to be construed as a penalty, but as an attempt by COACH and NC STATE to establish adequate and reasonable compensation to the NC STATE in the event COACH terminates this Agreement. NC STATE agrees that, in the event that COACH breaches this Agreement by accepting employment as herein described prior to the natural expiration of this Agreement, COACH's sole obligation to NC STATE shall be governed by section XIV.B. of this Agreement, and any prior agreements or promises in regard to any other payments to NC STATE are null and void.

Termination by COACH for Breach

- C. NC STATE agrees that COACH may terminate this Agreement at any time in the event NC STATE materially breaches this Agreement and fails to cure such material breach within thirty (30) days of its receipt of written notice specifying such material breach. In the event of such a termination for breach, the parties agree that the liquidated damages detailed in Section XIV.B shall not be owed to NC STATE.

XV. TERMINATION OR AMENDMENT BY BOTH PARTIES

This Agreement may be terminated or amended at any time upon mutual written Agreement of all parties. In the event that a new Director of Athletics is appointed, the parties agree within one year to engage in good faith discussions as to the material terms of this Agreement, including the termination provisions. Nothing contained in this Section XV. shall be construed to require modifications to this Agreement.

XVI. MERGER

This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to this Agreement, executed by both parties prior to becoming effective.

XVII. APPLICABLE LAW and VENUE

This Agreement is made under and shall be interpreted according to the laws of the State of North Carolina. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement. Any dispute or legal action brought by either party arising out of or relating to this agreement shall only be brought in, or be transferred to, a state or federal court in Wake County, North Carolina.

XVIII. TIME AND NOTICES

Unless otherwise specified herein, "days" in the Agreement shall mean calendar days. Any notice or other communication required under this Agreement shall be in writing and shall be deemed effective when personally delivered or sent by confirmed facsimile or five (5) days after being deposited in the United States mail, postage prepaid, registered or certified, addressed to the other party at his respective address or facsimile number set forth below, or such other address or facsimile number as may be given by such party in writing to the other, or with respect to COACH, to the address or facsimile of his attorney of record if COACH has provided such in writing to the Director of Athletics.

NC STATE:
Director of Athletics
Campus Box 8502
Raleigh NC 27695-8502
Fax (919) 515-3624

COACH:
c/o WME | IMG
304 Park Avenue S
New York, NY 10010

With a copy to:
Robert L. Ginsburg
McDONALD | SANDERS
777 Main Street | Suite 1300
Fort Worth, Texas 76102
817.336.8651 main
817.347.3644 direct
817.347.3645 direct fax

XIX. BENEFIT

This Agreement, in accordance with its terms and conditions, shall inure to the benefit of and be binding upon NC STATE, its successors and assigns, and COACH, his heirs, executors, administrators and legal representatives.

XX. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

XXI. SOLE AND ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties and fully supersedes any and all prior offers, discussions, agreements or understandings between the parties hereto. The Agreement may not be changed or amended orally, but only by an agreement executed in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought, and necessary approvals by applicable governing board(s).

XXII. SUBJECT TO REQUIRED APPROVALS

It is expressly understood and agreed by the parties that this Agreement, and any subsequent amendments are not effective until approved by NC STATE's Board of Trustees, and, as applicable, the University of North Carolina Board of Governors.

XXIII. PUBLIC RECORDS

COACH acknowledges and understands that upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 et seq.

XXIV. FULL AND CAREFUL CONSIDERATION

COACH acknowledges that he has been given the opportunity to fully and carefully consider this Agreement and all of its provisions and to review this Agreement with legal counsel of his own choosing before signing it.

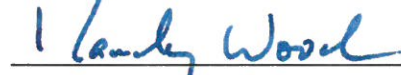
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[This space left intentionally blank; signatures appear on next page]

NORTH CAROLINA STATE UNIVERSITY


Deborah A. Yow

Director of Athletics


W. Randolph Woodson

Chancellor


Jimmy D. Clark

Chair, Board of Trustees

COACH


Dave Doeren

Dave Doeren