

**EMPLOYMENT AGREEMENT
BETWEEN
RYAN SILVERFIELD
and
THE UNIVERSITY OF MEMPHIS**

This Employment Agreement ("Agreement"), by and between the University of Memphis, a public university within the State of Tennessee (hereinafter referred to as "University"), and Ryan Silverfield (hereinafter referred to as "Coach").

WHEREAS, the University desires to utilize the services of Coach as head coach of its intercollegiate men's football program ("Football Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as head coach of the University's Football Program under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the University and Coach hereby agree as follows:

1. EMPLOYMENT PERIOD

- A. The University hereby employs Coach as the head coach for the Football Program for an initial period beginning as of December 13, 2019 (the "Effective Date") and ending December 31, 2025 (the "Term") subject to the terms and conditions set forth herein. For purposes of this Agreement, a "Contract Year" will be defined as the twelve (12) month period beginning on January 1 and ending on the following December 31 (with the exception of Contract Year 1, which will begin on the Effective Date and end on December 31, 2020).
- B. Coach expressly agrees that neither his employment with University nor the terms of this Agreement grant to Coach a claim in tenure in employment, or any year of employment attributable to tenure.

2. DUTIES AND RESPONSIBILITIES:

The University hereby agrees to employ Coach pursuant to this Agreement as head coach of the Football Program under the terms and conditions herein set forth. Coach will report directly to the Athletic Director or, in the absence of a full-time, permanent Athletic Director, to such other person as may be designated by the President, and will be responsible for those responsibilities, duties and obligations normally associated with the position of head men's football coach at an intercollegiate division I university including, but not limited to, the

coaching, leadership, recruiting, supervision, and promotion of the Football Program during the Term of this Agreement and any extensions hereof. Coach hereby agrees that the duties of Coach are the essence of this Agreement and to accept such employment and to devote his full attention and best efforts, on a full-time basis, to the performance of his duties hereunder, which shall include the following:

- A. Providing leadership and for building and maintaining a competitive, quality Football Program that will reflect the values and high standards of the University;
- B. Administering, managing and leading the Football Program at the University to the best of his abilities and in accordance with the National Collegiate Athletic Association ("NCAA") rules and regulations, any conference affiliation rules and regulations, the policies, procedures and mission of University and its governing board, and within an approved Football Program budget;
- C. Managing, hiring, supervising, evaluating, disciplining and discharging staff in accordance with University and Athletic Department policies and procedures as necessary and appropriate to assist Coach in meeting his responsibilities hereunder, for which staff the University agrees to provide an annual salary pool in the amount of three million dollars (\$3,000,000) for the assistant coaches, directors of operations and player personnel, head strength and conditioning coach, and any other administrative positions within the football program;
- D. Being knowledgeable of and adhering to applicable governing constitutions, by-laws, rules, policies, interpretations and regulations of the NCAA, the University and any conference or organization of which the University is or becomes a member of during the term of this Agreement, and being knowledgeable of and monitoring compliance thereof by all student athletes, assistant coaches, and boosters. Coach shall promptly advise the athletic compliance officer if Coach has reason to believe that a violation(s) has occurred or will occur and shall cooperate fully in any investigation of possible NCAA violations conducted or authorized by the University or the NCAA at any time;
- E. Coach has an ongoing and affirmative obligation, even following employment, to cooperate fully in any NCAA infraction process conducted or authorized by the University or the NCAA, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3);
- F. Supervising and, where appropriate, disciplining student-athletes in the Program, including in University facilities and during team travel;
- G. Understanding, observing, upholding and championing the University's academic standards, requirements and policies; and promoting an environment in which admissions, financial aid, academic services for student-athletes and recruiting can be conducted consistently with the University's and Athletics' mission, which shall include assisting with discipline of student-athletes failing to meet academic requirements

- and responsibilities, including minimum grade point averages and attendance at classes, study hall, and tutoring sessions;
- H. Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff and friends of the University with respect to the Football Program;
 - I. Fulfilling all reasonable radio and television appearance responsibilities for the Football Program; making a reasonable number of public relations and public speaking appearances, including but not limited to speaking engagements, fund raising activities, academic promotions, receptions at legislative meetings, Board of Trustees, Board of Visitors, alumni functions, booster club activities, University development and foundation activities, news media appearances, and speaking engagements or other activities for not-for-profit organizations as further described in Section 4 "Additional Services and Non-Salary Compensation"; cooperating with news media; and fulfilling any other obligations outlined in this Agreement;
 - J. Evaluating, training, teaching mechanics and techniques, and overall coaching of student-athletes to be competitive in intercollegiate athletics; overseeing daily practices, competition, and analyzing and instructing student-athletes in areas of deficiency;
 - K. Assessing student-athletes' skills and assigning team positions; evaluating own and opposing team capabilities to determine game strategy;
 - L. Maintaining a level of professional integrity that is not inconsistent with the professional standards expected of coaches of intercollegiate athletic programs, or that is not prejudicial to the best interest of the University, or that does not contradict the University's mission;
 - M. Promoting a culture of diversity and inclusion within the Program;
 - N. Representing the University positively in public and private forums and avoiding conduct that reflects adversely on the University or Program;
 - O. Acting in a manner consistent with the high moral, ethical and academic standards of the University and its Athletic department;
 - P. Provide input, in consultation with the Athletic Director, on the scheduling (including dates, places and times) of all men's football games and the selection of the opponent for each such game; however, Athletic Director shall first handle the scheduling of game opponents and shall have the right of final approval of all scheduling decisions;
 - Q. Performing duties of a "campus security authority" under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), and the duties of a responsible employee/mandatory reporter under the University's "Sexual Misconduct and Domestic Violence Policy" and as required by Title IX of the Education Amendments Act of 1972 ("Title IX"); attending/taking, and ensuring all men's football staff and coaches under Coach's

supervision attend/take, all required University training on the topics of the Clery Act and Title IX; and being familiar with all University policies regarding the Clery Act and Title IX.

- R. All other reasonable and customary coaching duties and responsibilities for a head football coach of a division 1 university; and
- S. Performing other duties, as reasonably assigned by the Athletic Director, consistent with his role as the Head Men's Football Coach.

3. BASE SALARY/COMPENSATION

- A. In consideration for Coach's services and satisfactory performance of the conditions of this Agreement, University agrees to pay Coach an annualized base salary ("Base Salary") of two hundred thousand dollars (\$200,000) per Contract Year for his services as head coach of the Program. Compensation shall be paid on a monthly basis on the last day of each month of each Contract Year. It is agreed that the compensation paid shall be subject to the same payroll deductions that apply to the University's non-academic administrative employees.
- B. Coach shall not be eligible to receive any salary increases as provided by the Tennessee legislature and/or the University, other than the negotiated salary as specified in this paragraph.
- C. Beginning July 1, 2021, Coach shall be subject to furloughs (without pay), salary reductions (including, but not limited to Base Salary, Non-Salary Compensation, and Annual Performance Incentives), layoffs, and any other expense reduction measures as deemed reasonable and necessary by the University or the Director of Athletics to reduce the financial impact on the University or the Athletic Department and respond to financial or budget considerations, or as otherwise provided for by University policies.
- D. Beginning July 1, 2021, if a single football season is cancelled or postponed, or games within a single football season are cancelled due to natural disaster, war, riot, pandemic, epidemic, public health emergency, NCAA directive, Athletic Conference directive, government order, or other similar causes beyond the control of the University, the University reserves the right to take the following actions: salary reductions (including, but not limited to Base Salary, Non-Salary Compensation, and Performance Incentives), furloughs (without pay), layoffs, reductions in time, or other similar measures to reduce the financial impact of the University or the Athletic Department.
- E. In no event shall a salary reduction under Paragraphs 3(C) or 3(D) above exceed 20% of Coach's total salary at the time of the reduction, including Base Salary, Non-Salary Compensation, and Annual Performance Incentives.

- F. Prior to July 1, 2021, Coach Shall be subject to salary reductions in accordance with the terms outlined in Exhibit "A" of this Agreement.
- G. Coach agrees that Annual Performance Incentives shall be evaluated based on Coach's Base Salary at the time the bonus is earned, including any reductions implemented in accordance with this Agreement.

4. ADDITIONAL SERVICES AND NON-SALARY COMPENSATION

A. Radio and Television:

- 1. Coach shall be paid the following amounts in consideration for all television and radio appearances:
 - a. Year one: Five hundred and twenty-five thousand dollars (\$525,000), plus a pro rata portion for the period from the Effective Date through December 31, 2019;
 - b. Year two: Five hundred and fifty thousand dollars (\$550,000);
 - c. Year three: Five hundred and seventy-five thousand dollars (\$575,000);
 - d. Year four: Six hundred thousand dollars (\$600,000);
 - e. Year five: Six hundred and twenty-five thousand dollars (\$625,000); and
 - f. Year six: Six hundred and fifty thousand dollars (\$650,000).
- 2. Coach's television and radio appearance responsibilities under this provision shall include, but are not limited to:
 - a. One weekly half-hour television program;
 - b. One weekly one-hour live radio program;
 - c. One pre-game and a post-game show during all radio broadcasts of the University's men's football games; and
 - d. Other equivalent television and radio appearance as reasonably assigned by the Athletic Director and/or his or her designee.
- 3. Coach's responsibilities for weekly television and radio programs each season shall begin approximately two weeks prior to the first game of the men's football season, including all preseason and/or exhibition games, and conclude approximately one week after the last game of the season, including all post-season games.

B. Public Relations:

- 1. Coach shall be paid the following amounts in consideration for public relations, public service and public speaking responsibilities:

- a. Year one: Five hundred and twenty-five thousand dollars (\$525,000) , plus a pro rata portion for the period from the Effective Date through December 31, 2019;
 - b. Year two: Five hundred and fifty thousand dollars (\$550,000);
 - c. Year three: Five hundred and seventy-five thousand dollars (\$575,000);
 - d. Year four: Six hundred thousand dollars (\$600,000);
 - e. Year five: Six hundred and twenty-five thousand dollars (\$625,000); and
 - f. Year six: Six hundred and fifty thousand dollars (\$650,000).
2. Coach agrees that he will be available for a minimum of (20) speaking engagements or other events per year, to be determined by the Athletic Director and/or the University's President, after consultation with the Coach ; however, the University recognizes that Coach's responsibilities as Coach may place limitations on the amount of time that Coach can devote to such programs and shall not be unreasonable in making assignments.
 3. Coach agrees that he will be available to participate in engagements/events including, but are not limited to, speaking engagements, fund raising activities, academic promotions, receptions at legislative meetings, governing board functions, Board of Visitor functions, alumni functions, booster club activities, University development and foundation activities, news media appearances, speaking engagements, and other activities for not-for-profit organizations.
 4. Coach is prohibited from seeking additional compensation in any form from any not-for-profit organization in the Shelby County or Greater Memphis metropolitan area for which he makes an appearance, except that he is permitted to seek reimbursement for any out-of-pocket expenses he actually incurs as a result of the appearance. This prohibition does not apply to appearances scheduled by Coach with for-profit entities; provided, however, that such appearances shall not unreasonably interfere with Coach's other duties under any paragraph of this Agreement.

C. Fundraising:

1. Coach shall be paid the following amounts in consideration for his fundraising responsibilities for the Football Program:
 - a. Year one: Five hundred thousand dollars (\$500,000) , plus a pro rata portion for the period from the Effective Date through December 31, 2019;
 - b. Year two: Five hundred thousand dollars (\$500,000);

- c. Year three: Five hundred thousand dollars (\$500,000);
 - d. Year four: Five hundred thousand dollars (\$500,000);
 - e. Year five: Five hundred thousand dollars (\$500,000); and
 - f. Year six: Five hundred thousand dollars (\$500,000).
 - 2. Coach's fundraising responsibilities for the Athletic Department under this provision shall include, but are not limited to:
 - a. Supporting the overall Athletic Department fundraising objectives and activities;
 - b. Establishing, with Athletic Director approval, annual fundraising goals and strategies;
 - c. Coordinating fundraising activities; and
 - d. Evaluating the effectiveness of fundraising efforts and identifying methods of enhancing fundraising activities for subsequent years.
 - e. The University recognizes that Coach's responsibilities as Coach may place limitations on the amount of time that Coach can devote to such fundraising responsibilities and shall not be unreasonable in requesting Coach's services.
- D. Automobiles: The University will ensure that Coach has use of two (2) automobiles loaned by a local automobile dealer or other source during each year of this Agreement. Coach agrees to be responsible for all expenses associated with operating the automobile, including but not limited to, obtaining comprehensive auto insurance on the vehicle, liability to the dealers and third parties, fuel, service and maintenance expenses, etc. Upon request of the dealers or in the event the University either terminates the services of Coach pursuant to the provisions of this Agreement or Coach no longer provides his services as head coach for University, Coach agrees to return the automobiles to the dealers or to deliver the automobiles to the designated representative of the University within ten (10) business days of written notification from the dealer or the University. Any reimbursement for business related expenses shall be subject to University and Athletic Department policies, and Athletic Department approval.
- E. The University shall provide Coach a reasonable number of complimentary priority-level tickets, consistent with Athletic Department standards, for the men's basketball team, men's football team, women's basketball team, and all other University varsity sports competitions. Coach shall be further entitled to the use of a private suite or box for all home football contests, along with an applicable number of priority-level parking passes, for Coach's personal and/or university-related interests. Coach shall be responsible for paying any local, state, and federal or other personal income or taxes due or owed as a result of his receipt of complementary tickets.

- F. Coach's immediate family shall be entitled to travel on official University-sponsored transportation to all away game football contests at no additional cost to Coach.
- G. All non-salary compensation payable under this **Paragraph 4** shall be prorated and paid on a monthly basis but subject to applicable local, state and federal withholding taxes. All non-salary compensation shall also be subject to all applicable taxes.

5. **EMPLOYMENT BENEFITS**

- A. Coach shall be eligible to participate in group insurance and retirement programs and voluntary payroll deduction programs under the same terms and conditions, including employer contributions, applicable to the University's non-academic administrative employees. Employer contributions shall be based on Coach's base salary amount paid pursuant to **Paragraph 3** ("Base Salary/Compensation"). Coach's dependents may be eligible to participate in group insurance in accordance with University policy.
- B. Any non-monetary amounts received by Coach under **Paragraph 4** ("Additional Services and Non-Salary Compensation") shall be considered indirect compensation by the University, and employment benefits, including but not limited to, retirement, shall not be paid on these amounts. Notwithstanding, however, as may be permissible under the Internal Revenue Code of 1986 or any successor statute thereto and all applicable treasury regulations, Coach may apply any compensation received from University in excess of his Base Salary to any annuity or other retirement or tax deferred programs available at the University, as applicable.
- C. Coach shall receive all University paid holidays so long as such holidays do not interfere with his duties and responsibilities as Coach. Upon prior approval by the Athletic Director, Coach may take up to twenty-four (24) paid annual leave days per fiscal year; provided, however, that Coach shall not accrue annual leave outside the terms of this Agreement, nor shall Coach carry forward any unused annual leave from year to year. If Coach does not use maximum days of annual leave for any reason, such leave shall be forfeited and there shall be no compensation for the leave balance.

6. **ANNUAL PERFORMANCE INCENTIVES**

- A. Games Won Per Year: In each Contract Year of this Agreement, Coach shall receive the amount listed below as additional incentive compensation for the total number of wins per Football Season. Football Season shall mean all regular season games, including

conference championship and bowl games. The amounts listed below are not cumulative, but instead are specific for the number of wins at the end of that Football Season:

1. Win 8 games: \$75,000; or
2. Win 9 games: \$100,000; or
3. Win 10 games: \$125,000; or
4. Win 11 games or more: \$150,000.

B. Conference Achievements:

1. If during any Contract Year within the Term of this Agreement the Team wins its division of its athletic conference and/or appears in the conference championship game, Coach shall receive twenty-five thousand dollars (\$25,000). These Performance Incentive shall also apply in the event that said athletic conference fails to conduct such a conference championship game, and the Team wins or is tied for the regular season championship for said athletic conference.
2. If during any Contract Year within the Term of this Agreement the Team wins the conference championship game, Coach shall receive fifty thousand dollars (\$50,000).
3. The maximum amount payable pursuant to this **subparagraph 6.B.** is seventy-five thousand dollars (\$75,000).

C. Coach of the Year Award:

1. If during any Contract Year within the Term of this Agreement Coach is named "Coach of the Year" by the American Athletic Conference (or any future conference in which the Team is a member), Coach shall receive twenty thousand dollars (\$20,000); and
2. If during any Contract Year within the Term of this Agreement Coach is named "National Coach of the Year" by the Associated Press Sports Writers and/or by the American Football Coaches Association, ESPN/ABC (Home Depot), the Walter Camp Football Foundation, or the National Sports Media Association (Paul "Bear" Bryant), Coach shall receive fifty thousand dollars (\$50,000) for one such award.
3. The maximum amount payable pursuant to this **subparagraph 6.C.2.** is fifty thousand dollars (\$50,000) per Football Season. However, **6.C.1. & 6.C.2.** are cumulative: therefore, the maximum amount payable pursuant to **subparagraph 6.C.** is seventy thousand dollars (\$70,000).

D. Bowl Games:

1. If during any Contract Year within the Term of this Agreement the men's football team participates in a bowl game, Coach shall receive twenty-five thousand dollars (\$25,000). If during any contract year within the Term of this Agreement the men's football team wins a bowl game, Coach shall receive fifty thousand dollars (\$50,000). The bonuses described in **subparagraph 6.D.1.** are cumulative; therefore, the maximum amount payable pursuant to this **subparagraph 6.D.1.** is seventy-five thousand dollars (\$75,000); or
2. If during any Contract Year within the Term of this Agreement the men's football team participates in a College Football Playoff ("CFP") "New Year's Six" non-semifinal bowl game, Coach shall receive one hundred and seventy-five thousand dollars (\$175,000); or
3. If during any Contract Year within the Term of this Agreement the men's football team participates in a CFP semifinal bowl game, Coach shall receive two hundred thousand dollars (\$200,000); or
4. If during any Contract Year within the Term of this Agreement the men's football team participates in the CFP Championship game, Coach shall receive two hundred and fifty thousand dollars (\$250,000); or
5. If during any Contract Year within the Term of this Agreement the team wins the CFP Championship, Coach shall receive five hundred thousand dollars (\$500,000).
6. The Performance Incentives described in **subparagraphs 6.D.1. – 6.D.5.** shall be alternatives, not cumulative. Therefore, Coach is only eligible for one of the Performance Incentives based on the highest goal achieved.

E. Academic Performance Rate:

1. If during the academic year the men's football team achieves at least: **(a)** a 970 four year academic performance rate ("APR") as calculated by the NCAA, Coach shall receive a payment of ten thousand dollars (\$10,000); or **(b)** a 985 four year APR as calculated by the NCAA, Coach shall receive a payment of twenty thousand dollars (\$20,000). The Performance Incentives described in **subparagraphs 6.E.1.** shall be alternatives, not cumulative.
2. The APR Performance Incentive shall be evaluated in the Fall of each year, based on the men's football regular season record from the previous academic year, and the four year academic performance rate submitted by the University to the NCAA approximately six weeks following the first day of the Fall semester and as adjusted by the NCAA following approvals of waivers and other adjustments sought by the University. Coach shall be eligible

for this Performance Incentive for all years in which he is the head Coach for the Football Season and the entire academic year at issue.

3. For the purposes of this provision, the term “academic year” refers to the year that commences at the beginning of the Fall semester and includes the Spring and Summer semesters of the immediately following year.
- F. If during any contract year within the Term of this Agreement the men’s football team finishes the season within the top twenty-five (25) in the Associated Press, USA Today/Coaches, and/or College Football Playoff poll, Coach shall receive \$20,000. If during any contract year within the Term of this Agreement the men’s football team finishes the season within the top ten (10) in the Associated Press, USA Today/Coaches, and/or College Football Playoff poll, Coach shall receive \$40,000. The Performance Incentives in this section shall be alternatives, not cumulative. The maximum amount payable pursuant to this section shall be (\$40,000).
- G. The maximum amount of Performance Incentives that may be earned in any Contract Year shall be five hundred thousand dollars (\$500,000). Annual Performance Incentive compensation described in this **Paragraph 6** shall be earned by and payable to Coach only if Coach is employed as the Head Football Coach on the day of the event that forms the basis for the incentive compensation.
- H. Payment of Performance Incentives: The parties agree that any Performance Incentives earned pursuant to **subparagraphs 6.A, 6.B, 6.C, 6.D, and 6.F** shall be paid by the University on or before March 1 following the conclusion of the football season in which the Performance Incentive was earned; the parties further agree that any Performance Incentive earned pursuant to **subparagraph 6.E** shall be paid by the University on or before the end of the then current calendar year.
- I. Return of Incentive Compensation: If there is a final NCAA decision that major violations have occurred in the Football Program, and that decision includes a finding that Coach knowingly participated in the violation, Coach shall be considered to be in breach of this contract. In the event of a breach as described herein, any and all amounts received pursuant **Paragraph 6** and its subparagraphs shall be subject to forfeiture and return if the penalties imposed on the University by the NCAA include the forfeiture or return of any monies received from the NCAA for those same achievements. This remedy is not exclusive and is in addition to any other remedy contained within this Agreement.

This provision shall survive the expiration or termination of this Agreement for the immediately following two (2) years.

7. FOOTBALL CAMPS

- A. Coach shall be permitted to conduct one or more private football camp(s) for three (3) weeks per Contract Year, utilizing the University's football practice facility. For the purposes of this paragraph, the term "one week" shall mean seven consecutive days.
- B. All camps must be conducted in conformance with all applicable NCAA rules and regulations, University policies, procedures and guidelines, and relevant local, state and federal laws. Coach also must continue to perform the duties and responsibilities of Coach while any such camps are underway. The manner, means and details of the camps, including but not limited to, fees, giveaways, concessions, etc., must be submitted to and approved by the University prior to advertisement of the camp(s), such approval not to be unreasonably withheld.
- C. The University shall be compensated one hundred dollars (\$100) per week for Coach's use of the University's football practice facility. Other facilities, including, but not limited to, non-football recreation facilities, residence halls, dining, track and swimming pools, may be utilized provided the University is compensated for such use in an amount to be mutually determined at the time of request and prior to such use (at the most favorable rates offered by the University to any other party). The Athletic Director shall assist Coach in attempting to negotiate the most favorable rates for use of such other facilities. In no event shall the rates charged by the University exceed approved rates for general use of said facilities.
- D. The University is not responsible for and does not guarantee any revenue from the camp; provided, however, that Coach shall retain all income from the camp. Moreover, since the camp shall be a private venture, Coach shall not indicate directly or indirectly that it is a University football camp, and no goods and/or services shall be solicited or acquired in the name or credit of the University.
- E. Coach shall carry adequate public liability and other appropriate forms of insurance, including coverage of sexual misconduct with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, pay all taxes incident thereto, and otherwise protect and hold harmless the University from any and all liability which may occur or arise out of the camp.
- F. Coach shall report personal annual leave when preparing and conducting a private camp and shall require that all other University

personnel under Coach's supervision also report personal annual leave when preparing for and conducting such camp(s).

8. OTHER EMPLOYMENT

Coach agrees that he shall not directly or indirectly through an agent or otherwise, pursue, negotiate for, or accept other full-time or part-time employment as a coach, in any capacity, without first having provided written notice to the Athletic Director. Should another college, university, or professional football organization directly or indirectly contact Coach about possible employment, Coach must first provide written notice to the Athletic Director prior to Coach, either directly or indirectly through an agent or otherwise, contacting the college, university, or professional football organization.

9. OUTSIDE ACTIVITIES

- A. Coach agrees that he shall not engage in any business, personal, or professional activities that would or does compromise Coach's fulfillment of the responsibilities in and contemplated by this Agreement.
- B. Coach shall not undertake commercial endorsements without the prior written consent of the University, such consent not to be unreasonably withheld, conditioned, or delayed. Coach shall not engage in any activity, if identified as the Head Coach of the Program, that directly or indirectly implies approval or endorsement of any good or service, including, but not limited to, the wearing of garments which display a manufacturer's trademark, name, or other logo, unless such activity is first approved in writing by the Director of Athletics.
- C. Coach will not use any University students in any programs endorsing private products in radio, television, or other media, and will not film any commercials endorsing private products on University owned or controlled property. Coach's commercial endorsements are independent of his University employment and the University has no responsibility or liability for any claims arising therefrom.

10. ATHLETICALLY RELATED INCOME

- 1. Coach shall obtain the advanced written approval from the President, through the Director of Athletics, for all athletically related income received from sources outside the University. Approval or disapproval shall be within the discretion of the University, but such approval shall not be unreasonably withheld, conditioned, or delayed. Sources of income include, but are not limited to:

- a. Income from annuities;
 - b. Sports camps;
 - c. Housing benefits (including preferential housing arrangements);
 - d. All club memberships;
 - e. Complimentary ticket sales (Note: sale of complimentary tickets is prohibited by University policy);
 - f. Television and radio programs;
 - g. Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers; and
 - h. Ownership, control or management of a foundation, organization or other entities.
2. Coach shall report annually in writing to the President, through the Director of Athletics, on or before June 30th of each year, all athletically related income from sources outside the University, and the University shall have reasonable access to all records of Coach to verify such report; however, Coach shall not be required to report any cash or cash equivalent if the total amount received is less than \$600.

11. UNIVERSITY NAME AND LOGOS

Except as is authorized by this Agreement, Coach agrees that he shall not, directly or by implication, use the University's name, logos or any other trademarks in the endorsement of commercial products or services. Coach further agrees that he will not use his position as head coach for personal benefit or gain without prior written approval from the University, which approval shall not be unreasonably withheld in the exercise of the University's reasonable business judgment provided that Coach meets the prior consent and reporting requirements **Paragraph 10** ("Athletically Related Income") of this Agreement. This prohibition includes, but is not limited to, soliciting and/or accepting private employment, consultation, gifts, gratuities, speaking engagements, endorsement of commercial products, serving on advisory boards (including those of athletic sporting goods companies, etc.) as same may relate to Coach's position and/or services hereunder, and/or the purchase of goods and/or services for the Program. This provision shall not prevent Coach from identifying himself as the Football Coach of the University, or other similar title, so long as such identification does not imply, either implicitly or explicitly, an endorsement by the University of the activity in which Coach is engaged without the prior approval of the University. Any knowing violation of this provision may be considered a conflict of interest under University policies and procedures and/or Tennessee state law and/or a violation of NCAA Regulation 11.3.2.5.

12. UNIVERSITY'S RIGHT TO USE COACH'S NAME, LIKENESS, AND IMAGE:

Coach hereby agrees to, and hereby does, assign to the University the limited right to use Coach's name, likeness, picture, and image, through the term of this Agreement, in connection with promotion of the University, the University's intercollegiate athletics program, promotion of the Men's Football Program, or to advance the best interest of the University. In addition, Coach hereby grants permission to the University for its use of Coach's name, likeness, picture, and image during the term of this Agreement in connection with the University's endorsement contracts; provided that the University will not associate Coach's name and likeness with any person, thing, or activity that may be deemed lewd, immoral, tasteless, or otherwise offensive, and further provided that the University shall be obligated to provide Coach with advance notice of any such use.

13. TERMINATION BY UNIVERSITY

A. Termination without Cause

1. Notwithstanding any other provision of this Agreement, the University shall have the right to terminate the employment of Coach without cause at any time. Upon termination pursuant to this **Paragraph 13**, then in addition to University's obligation to pay Coach all amounts owing up to the date of termination, the University shall pay to Coach sixty percent (60%) of the annual monetary amounts due under **Paragraph 3**, and **subparagraphs 4.A. – 4.C.** of this Agreement, prorated as of the first day of the month following the effective date of termination, for the remaining Term of this Agreement. This amount shall be paid as a contractual obligation and not as a salary and shall be prorated and paid on a monthly basis beginning on the first day of the month following the effective date of termination. The parties agree that the monies detailed in this **subparagraph 13.A.1.** are fair and reasonable, have been carefully negotiated, and shall be deemed liquidated damages (and not a penalty), as such damages are difficult to presently estimate. Each monthly payment shall be subject to all applicable local, state and federal withholding taxes.
2. In the event of termination of this Agreement without cause, Coach shall not receive any fringe or other employment benefits otherwise associated with Coach's employment with the University.
3. If after termination without cause pursuant to this **subparagraph 13.A.1.**, there is a final decision that a Level I or II NCAA violation occurred in the Athletic Department while Coach served as the University's head football coach, and Coach failed to promptly notify the Athletic Director or Athletics Compliance office of such violation after Coach knew or should have known of such violation

with the exercise of due diligence during his employment, all monetary amounts due under this **subparagraph 13.A.1.** shall immediately cease.

B. Grounds for Suspension and/or Termination for Cause:

1. The University shall have the right to terminate this Agreement for just cause prior to its normal expiration. The term “just cause” shall include any of the following:
 - a. Failure, refusal, or neglect by Coach to perform any of the material terms and duties required under this Agreement (see as examples **Paragraphs 2 and 4**), including, but not limited to, normal coaching duties, public relations responsibilities, radio or television responsibilities, or fundraising responsibilities;
 - b. Repeated failure to adequately perform public relations responsibilities, and failure to adequately perform radio or television responsibilities after having been notified in writing by University of such failure(s);
 - c. Any conduct of Coach in violation of any criminal statute (excluding minor traffic offenses) of the State of Tennessee, the United States, or of any state in which Coach is physically present at the time the conduct is committed, for which Coach is ultimately convicted or for which Coach enters a plea of guilty or nolo contendere;
 - d. A serious or major violation or a pattern of violations, whether intentional or negligent, by Coach of any law, rule, regulation, constitutional provision, bylaw, or policy of the University, the Conference or the NCAA, which violation reflects adversely upon the University or its athletic program, including, but not limited to, any violation which results in the University being placed on probation by the NCAA or any Conference, including any violation which occurred prior to the University’s employment of the Coach;
 - e. Allowing or condoning, whether directly or by negligent supervision, a serious or major violation or a pattern of violations, whether intentional or negligent, of any law, rule, regulation, constitutional provision, bylaw, or policy of the University, the Conference or the NCAA, by any coaching staff or other person under Coach’s supervision or direction, including student-athletes in the Program,

which violation was known or should have been known by Coach in the course of his normal duties, and which reflects adversely upon the University or its athletic program, including, but not limited to, any serious violation which results in the University being placed on probation by the Conference or the NCAA, including any violation which occurred prior to the University's employment of the Coach;

- f. Failure of Coach to promptly report to Athletics Compliance, and the Athletic Director when appropriate, any violations of law, rule, regulation, constitutional provision, bylaw, or policy of the University, the Conference or the NCAA;
- g. Any fraud or dishonesty of Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by, the University, the NCAA, or the Conference pertaining to the Program, recruits or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other documents pertaining to the Program;
- h. Soliciting, placing, or accepting any bet on any intercollegiate or professional athletics contest, whether through a bookmaker, parlay card, pool, or other method of gambling, or knowingly permitting, condoning, or encouraging such acts by any individual under Coach's supervision; or furnishing information or data relating in any manner to any individual who Coach knows, or has reason to know, to be a gambler, bookmaker, or an agent of any such person, as reasonable determined by the University;
- i. Offensive or egregious misconduct of the Coach that is seriously prejudicial to the best interests of the University or its athletic program, and which materially violates the University's and/or Athletics Department's stated mission;
- j. Failing to: (1) comply with the University's Title IX related policies, including, but not limited to, Coach's responsibilities as a mandatory reporter/responsible employee; (2) comply with Coach's responsibilities as a "campus security authority" under the Clery Act; and (3)

attend required University trainings related to Title IX and the Clery Act.

- k. Prolonged absence from duty without the consent of the Coach's reporting superior, such consent not to be unreasonably withheld; or
 - l. Coach's death, or the existence of a disability which prevents Coach from performing his essential duties under this Agreement, with reasonable accommodations. For purposes of this provision, the term "disability" shall have the same meaning as found in Section 12102 of the Americans with Disabilities Act of 1990, as amended ("ADA"). Nothing in this provision shall be construed to constitute a waiver by the University of its immunity under the Eleventh Amendment to the Constitution of the United States.
2. Coach acknowledges that if he is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.
3. It is further specifically agreed that if after Coach receives written notice and the parties follow the process set forth below, and it is determined that the University has the right to terminate this Agreement for cause, the University may take one or more of the following actions that it deems appropriate:
- a. Termination of employment;
 - b. Suspension, with or without pay, for such reasonable periods of time as the University shall determine; or
 - c. Any appropriate disciplinary or corrective action set forth in the applicable provisions of the NCAA enforcement procedures.
4. Termination of this Agreement pursuant to this provision may only occur by a decision of the Athletic Director. Coach shall be provided the ground(s) for termination in writing and shall have ten (10) calendar days to provide a written response disputing the grounds. If no response is provided, Coach shall be terminated on the tenth day. In the event Coach provides a written response, the Athletic Director may consider the response prior to making a final decision. The Athletic Director's decision is final and there is no appeal.

5. If this Agreement is terminated for cause as set forth above, University shall be obligated to pay Coach all amounts owing up to the date of such termination only. Coach shall forfeit his right to any amount that otherwise becomes due under this Agreement as of the first day after the termination occurs.
6. Notwithstanding the language contained herein, the University acknowledges that it shall not be its intention to terminate Coach's employment for cause in the event of a minor, technical, or otherwise immaterial violation of the terms contained in this Agreement.

14. LIQUIDATED DAMAGES

- A. In the event Coach terminates this Agreement before its expiration, Coach shall pay the following amount to the University as liquidated damages, to be paid within ninety (90) days of termination:
 1. If Coach terminates this Agreement within Contract Years one (1) through three (3), Coach shall pay the University one million, five hundred thousand dollars (\$1,500,000);
 2. If Coach terminates this Agreement within Contract Year four (4), Coach shall pay the University one million dollars (\$1,000,000); or
 3. If Coach terminates this Agreement during any contract year beyond Year four (4), Coach shall pay the University five hundred thousand dollars (\$500,000).
- B. Notwithstanding the above, if Coach terminates this Agreement or terminates his employment with the University in order to take a position as a head coach of an NFL football team, Coach shall not owe the liquidated damages payment outlined in subparagraph 14.A.
- C. The parties have bargained for and agreed to the foregoing liquidated damages provision as reasonable considering the anticipated or actual harm which would be caused by a termination of this Agreement by Coach, the difficulty of proving the loss to the University with certainty, and the infeasibility of otherwise obtaining an adequate remedy. The University shall not be liable for the loss of any collateral business opportunities or any other benefits or income from any sources that might ensue as a result of Coach's termination of this Agreement.
- D. If this Agreement is terminated by Coach as set forth above, University shall be obligated to pay Coach all amounts owing up to the date of such termination only. Coach shall forfeit his right to any amount that

otherwise becomes due under this Agreement as of the first day after the termination occurs.

15. SOLE AND EXCLUSIVE REMEDY AGAINST UNIVERSITY

Coach agrees that in the event of termination of this Agreement by the University for any reason, his sole and exclusive remedies, if any exist, against University shall be in accordance with **Paragraph 13** above. In no event shall the University be liable for direct, indirect, special, incidental or consequential damages.

16. EMPLOYMENT RELATIONSHIP

The employment relationship between Coach and the University shall be determined solely by the terms and conditions of this Agreement.

17. INDEMNIFICATION

Coach covenants and agrees to indemnify and hold the University harmless from and against any and all claims of any nature whatsoever which Coach's former employers have asserted, might assert or might possibly assert against the University with regard to the University's hiring and employment of Coach.

18. NONDISCRIMINATION

Coach shall not discriminate against any individual, including but not limited to, employment of assistant coaches and other staff, recruitment of players and participants in summer camps, on the basis of race, religion, creed, color, sex (except as appropriate in recruitment of players for the Program), age, disability, veteran status, or national origin.

19. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Tennessee without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

20. SEVERABILITY

If any provision of this Agreement shall be determined to be contrary to law, void, invalid, unenforceable or illegal for any reason, it shall be

ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.

21. TERMINATION OF FUNDING

The University may terminate this Agreement at the end of any fiscal year (June 30th) in the event that sufficient funds are not appropriated by the Tennessee General Assembly and/or budgeted for continuation of this Agreement.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, agreements or proposals relating thereto. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may not be modified nor any provision waived except in a written amendment executed by all parties hereto.

23. NOTICE

Any notice required or permitted by this Agreement shall be sent to either party, by email, nationally recognized courier service (i.e., FedEx, UPS), or certified mail, return receipt requested, at the following addresses:

UNIVERSITY:
The University of Memphis
Attn: President
Administration Building, Room 341
Memphis, Tennessee 38152

With a copy to:
The University of Memphis
Attn: University Counsel
Administration Building, Room 201
Memphis, Tennessee 38152

The University of Memphis
Attn: Assistant Vice-President/Chief HR Officer
Department of Human Resources
Administration Building, Room 171
Memphis, Tennessee 38152

Head Coach, Football
The University of Memphis

Attn: Ryan Silverfield

With a copy to:
CAA Sports
Attn: Ed Marynowitz
Via email: ed.marynowitz@caa.com

24. CONSENT

Whenever the consent, election or approval of the University is required under this Agreement, the University's President has delegated to the Athletic Director the authority to make such consent, election or approval, unless otherwise stated in this Agreement.

25. APPROVAL

This Agreement shall not be binding upon the parties until it is approved and signed by the University's President.

26. HEADINGS

The headings of sections and subsections, if any, to the extent used herein are for convenience and reference only, in no way define, limit, or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

IN WITNESS WHEREOF, Coach and the duly authorized representatives of the University have signed this Agreement to be legally binding as of the Effective Date regardless of the actual date of signing.

THE UNIVERSITY OF MEMPHIS



M. David Rudd, President

COACH

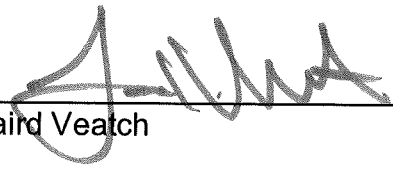


Ryan Silverfield

Date: 11/19/2020

Date: 11/22/20

ATHLETIC DIRECTOR



Laird Veatch

Date: 11/3/20

EXHIBIT A

Total Reduction on Pro Rata Basis

1. Applicable Time Period: November 1, 2020 through June 30, 2021
2. Total Reduction Amount: \$235,558.93
3. Coach's compensation will be reduced by the Total Reduction amount on a pro rata basis over the Applicable Time Period, and Coach will be entitled to earn & receive a Post-Season Bowl Game Bonus (if applicable) pursuant to Paragraph 6 (A) [or, in the event Coach is the Head Coach, Paragraph 6 (D) (1)] of the Employment Agreement.

RS

MOR

SILVERFIELD