

**EMPLOYMENT AGREEMENT BETWEEN**  
**KARL DORRELL**  
**AND**  
**THE REGENTS OF THE UNIVERSITY OF COLORADO**

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**EMPLOYMENT AGREEMENT BETWEEN  
KARL DORRELL  
AND  
THE REGENTS OF THE UNIVERSITY OF COLORADO**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into on this 2<sup>nd</sup> day of March, 2020 by and between Karl Dorrell (“Dorrell”) and the Regents of the University of Colorado, a body corporate, (the “University”) on behalf of the University of Colorado Boulder’s (“CU Boulder”) Department of Intercollegiate Athletics (the “Athletics Department”). Dorrell and University are collectively referred to herein as (“Parties”).

WHEREAS, the University desires that Dorrell serve as the Head Football Coach (“Head Football Coach”) of the University of Colorado Boulder, and Dorrell agrees to serve in such capacity;

WHEREAS, Dorrell’s position is funded by revenues generated through auxiliary activities and therefore this Agreement is authorized pursuant to section 24-19-108 (1)(e), C.R.S.;

NOW, THEREFORE, in consideration of the mutual representations, agreements, and promises contained herein, the Parties agree as follows:

**1. Employment.** The University hereby employs Dorrell, under the terms of the Agreement, to perform such duties and services on behalf of the Athletics Department as may, from time to time, be required of him as Head Football Coach.

**2. Term.** This Agreement shall be for a term of five (5) years, commencing on the date of Board of Regents approval and extending through December 31, 2024 unless earlier terminated as set forth herein. Whenever the term “Contract Year” is used in this Agreement, it refers to that period of time between January 1 and December 31 of the same year, with the exception of the initial year of this Agreement in which the Contract Year will be the date of Board of Regents approval through December 31, 2020.

**3. Duties.** Dorrell agrees to serve as the Head Football Coach under the terms and conditions of this Agreement. During the term of this Agreement, Dorrell shall report to and be under the immediate supervision of the University’s Director of the Intercollegiate Athletics Department (“Athletics Director”) or designee. Dorrell shall regularly confer with the Athletics Director or designee on matters concerning administrative and technical decisions.

Dorrell agrees to use his best efforts in the development of the Football Program and in support of related organizations, such as the University of Colorado Foundation (“Foundation”) and the entity granted multi-media rights for the Athletics Department (currently Learfield IMG College). Determining “best efforts”, as used in this paragraph, shall include, but not be limited to, consideration of such factors as work ethic; integrity;

high moral standards; loyalty to the University and its support organizations; support for the Athletics Director and the Chancellor; academic performance of Football players; aggressive recruitment of Football players within the guidelines of the National Collegiate Athletic Association (the "NCAA") and the Pac-12 Conference (or such other athletic conference of which the University may be a member) (the "Conference"); administration, operation, maintenance, and control of all aspects of the Football Program in a manner consistent with the rules and regulations of the NCAA, the Conference, the Board of Regents and the University; support of the University, the University's athletics program, the Foundation, and the University's Alumni Association, as reasonably requested by these organizations; cooperation with the University and the Foundation in the publication of a fan Internet site including regular interviews and other reasonable requests; cooperation in any appearances required under any University sponsorship or endorsement contracts; management of a qualified and devoted coaching staff; and cooperation and assistance in the taping and broadcasting of any radio or television coach's programs as required by the University.

Except as otherwise permitted herein, Dorrell shall devote his full time and attention and give his best efforts and skill exclusively to performing such duties as are consistent with his position as Head Football Coach and are properly and reasonably assigned to him from time to time by the Athletics Director or designee. Dorrell's duties, responsibilities and obligations shall be those normally associated with the position of Head Football Coach at a NCAA Division I university. Without limiting the generality of this Paragraph 3, Dorrell's duties and responsibilities as the Head Football Coach shall include, but not be limited to, the following:

- a) Planning, coordinating, administering, and supervising the activities of the Football Program with integrity and in a manner that is consistent with the Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, campus policies, and academic goals of the University. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of written modification.
- b) Conducting himself and operating the Football Program in a manner that is in compliance with and does not result in material or repeated violations of federal or state law, Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, campus policies, or the applicable governing policies, constitutions, laws, rules, and regulations of the Conference and the NCAA. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of written modification.
- c) Performing, competently and diligently, all reasonable duties, tasks, and activities as may be required by the Athletics Director or designee in connection with the supervision and administration of the Football Program, and adherence to and compliance with all standards, sanctions, rules and regulations established by the Athletics Department, including, without limitation, the Athletics Department's policies regarding the general responsibilities of its coaches.

- d) Administering and developing the Football Program in a manner as to allow it to effectively compete in the Conference and the NCAA play, including, but not limited to:
  - (i) Recruiting talented student-athletes for the Football Program who qualify under the University's requirements and legislation of the Conference and NCAA;
  - (ii) Overseeing the daily practices of student-athletes;
  - (iii) Teaching the mechanics and techniques of Football to team members;
  - (iv) Analyzing performances and instructing student-athletes in areas of deficiency;
  - (v) Informing and holding the Football team members accountable to applicable Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, campus policies, and the applicable governing policies, constitutions, laws, rules, and regulations of the Conference and the NCAA;
  - (vi) Assisting the University's strength coach in designing and implementing a strength and conditioning program for the Football Program; and
  - (vii) Administering the Football Program in a manner that places an emphasis on player safety and does not expose players to undue or unnecessary risk.
  
- e) Maintaining primary responsibility for administrative duties pertaining to the Football Program, subject to the overall direction of the Athletics Director, including, without limitation:
  - (i) Reasonable budgetary duties;
  - (ii) Scheduling of games; and
  - (iii) Making recommendations regarding the hiring, compensation, discipline, or termination of employees involved in the Football Program, but all such decisions shall be subject to the approval of the Athletics Director which shall not be unreasonably withheld.
  
- f) Maintaining responsibility for the supervision, evaluation, and conduct of the associate and assistant coaches and Football staff that are designated as being under his supervision, including making diligent efforts to assure their compliance with applicable University policies and regulations and the legislation of the Conference and NCAA. This includes effective, appropriate, professional motivation of student-athletes by the associate and assistant coaches and staff.
  
- g) Encouraging, in conjunction with the University faculty and administration, the academic progress of student-athletes toward graduation.
  
- h) Promoting the University, the Athletics Department, and the Football Program through campus and departmental public relations activities, the Athletics Department's Office of Media Relations, donor related activities, and sponsorship related activities.
  
- i) Cooperating with student services for the benefit of student-athletes.

- j) Maintaining primary responsibility for administrative duties pertaining to the Football Program, including, without limitation, reasonable budgetary duties and scheduling of games, subject to the overall direction of the Athletics Director.
- k) Cooperating in the fulfillment of responsibilities and commitments of the University in any of its athletics-related agreements, including but not limited to, agreements for radio and television broadcasting, multi-media or sponsorship rights, athletic footwear or apparel, beverages, equipment or other such agreements. Dorrell agrees that he will not engage in activities that conflict with or infringe on the rights granted by the agreements.
- l) Professional and consistent interaction with members of the media and the public (print, radio, television, internet and other media outlets), including access, positive attitude, and coordinating effectively with the Athletics Department and University communications staff.
- m) Abiding by all applicable Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, and campus policies, as may be in effect from time to time. Modifications, changes, additions, or deletions to such laws or policies shall automatically apply to this Agreement without the necessity of a written modification.
- n) Complying with the Athletics Department's policies that may be in effect from time to time throughout the term of this Agreement, including, without limitation, the Department's policies regarding the general responsibilities of its coaches so long as those Athletics Department policies are consistent with generally applicable University policies. If any Athletics Department policies conflict with generally applicable University policies, the general University policies shall take precedence. Modifications, changes, additions, or deletions to such policies shall automatically apply to this Agreement without the necessity of a written modification.
- o) Receiving and scheduling for the Football coaching staff annual training on the Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, and campus policies applicable to Dorrell and the Football coaching staff, including any updates on any modifications, changes, additions, or deletions to such policies that have been made by the University in the preceding year.
- p) Dorrell acknowledges that he is a Campus Security Authority as that term is defined in the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") and implementing regulations. As a CSA, Dorrell is required to report certain criminal offenses required under the Clery Act to the CU-Boulder Police Department ("CUPD"). CSAs are required to report only those offenses that occur on campus, in or on noncampus buildings or property owned or controlled by the University, and public property within or immediately adjacent to our campus, as those terms are defined under the Clery Act. If Dorrell does not know the exact location, Dorrell is still required to report the information that he

knows to CUPD. If a crime that may represent a serious or ongoing threat to the CU-Boulder community is reported to Dorrell, Dorrell cannot wait until the end of the reporting year to report the incident to CUPD. Dorrell has an obligation to report such crimes immediately to the CUPD. Any question about whether a serious or ongoing threat exists shall be deferred to CUPD. Dorrell agrees to comply with all reporting obligations imposed on a Campus Security Authority by the Clery Act as well as by applicable University policies.

- q) Operating a minimum of three (3) on-campus Football camps during June, July, and August of each Contract Year. Dorrell will be responsible for performing the following additional duties in connection with conducting the Football camps:
- i. Recruiting top football athletes and staff of outstanding character who will work effectively with and increase the skills of participants;
  - ii. Operating the camps in manner that presents the University and the Athletics Department in a positive light, and increases the interest of participants in attending the University;
  - iii. Attracting a large number of participants; and
  - iv. Managing the camps to ensure financial integrity of the camps' operation, to address effectively the health and safety issues associated with the operation of the camps, to optimize the amount of University revenues realized from the camps' operations and to comply with all applicable laws, rules, regulations and University policies, including, but not limited to, University fiscal policies.
  - v. Cooperating with Athletics Department oversight of the camps, including but not limited to, attending administrative meetings regarding camp operations.
  - vi. Net revenues from the camps shall be distributed at the discretion of Dorrell subject to the approval of the Athletics Director and in accordance with applicable University policies.

**4. Base Salary.** Dorrell will be paid a base salary of Five Hundred Thousand Dollars (\$500,000) per Contract Year ("Base Salary") paid in monthly pay periods, in accordance with and subject to the University's normal payroll process. As a University employee, Dorrell shall be eligible for and participate in applicable employee benefits provided to university staff employees including participation in retirement plans and health plans. In the event that Dorrell's employment is terminated pursuant to Paragraphs 12 or 14 of this Agreement, Dorrell shall be entitled to payment under this provision up to the termination date only.

**5. Supplemental Salary.** The following additional compensation shall be paid to Dorrell as supplemental salary ("Supplemental Salary"). Dorrell's Supplemental Salary may be increased from time to time upon review by the University and any such adjustment shall

be effective upon the next payment date. Supplemental Salary shall not be subject to annual salary adjustments.

- a) Radio, Television and Public Appearances. The University acknowledges that, while public relations activities are an important part of a Head Football Coach's ordinary responsibilities, participation in University or third party produced television and radio shows requires significant additional time and effort. The University agrees to provide to Dorrell with Supplemental Salary in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) per Contract Year for his agreement to participate in television and radio shows as requested by the University. After the first Contract Year of the Agreement, this component of Supplemental Salary will increase by One Hundred Thousand Dollars (\$100,000) each subsequent Contract Year.
- (i) The Parties agree that, as between them, the University shall have all rights of ownership in the television and radio shows and that such rights include, but are not limited to, the right to convey such rights to others, the right to use, exploit, or re-use recordings of the shows, and the right to authorize the re-telecast or re-broadcast of the shows by others. Dorrell hereby consents to the use of his Dorrell and likeness as necessary for the promotion and advertising of the television and radio shows. Dorrell agrees to perform the services described in compliance with all production and appearance requirements of the television and radio programs.
- (ii) Dorrell hereby consents to the use of his name and likeness to promote and advertise the University, the Athletics Department and the Football Program and to make public appearances as requested by the University.
- b) Promotion and Fundraising. The University agrees to provide Dorrell with Supplemental Salary of One Million Two Hundred Thousand Dollars (\$1,200,000) per Contract Year for assisting the Athletics Department at the request of the Athletics Director in promotion and fundraising activities. After the first Contract Year of the Agreement, this component of Supplemental Salary will increase by One Hundred Thousand Dollars (\$100,000) each subsequent Contract Year.
- c) Development of the Student-Athlete. The University agrees to provide Dorrell with compensation for developing the student-athlete. Dorrell will earn compensation in the following areas:
- (i) One Hundred Thousand Dollars (\$100,000) for the support of football program student athletes towards attainment of academic skills and the development of academic culture.
- (ii) One Hundred Thousand Dollars (\$100,000) for the welfare and development of Football Program student athletes, including citizenship, and support for the

Football Program engendered from the University of Colorado Boulder student population.

- (iii) One Hundred Thousand Dollars (\$100,000) for the development of the Football Program outreach, culture and reputation on campus; integration and support of campus constituencies; community involvement and development of community support for the Football Program; national leadership in athletics; and, coach and staff citizenship.

d) Sponsorship Support.

- (i) The Parties hereby acknowledge that there is an agreement in effect between the University and NIKE, Inc. for a term commencing July 1, 2001 and ending June 30, 2025 (the "NIKE Sponsorship Agreement").<sup>1</sup> Because the University could award a sponsorship agreement to replace the current NIKE Agreement to a sponsor other than NIKE, NIKE and any follow-on sponsor, is referred to in this Agreement as the "University's Sponsorship Contractor" and the NIKE Sponsorship Agreement and any follow-on sponsorship agreement is referred to as the "Sponsorship Agreement." Payment of Supplemental Salary under this paragraph 5(c) is conditioned on a Sponsorship Agreement being in effect for the Contract Year in which payment is due.
- (ii) In further recognition of sponsorship support and benefits provided under the NIKE Sponsorship Agreement, or any other sponsorship agreement that may be in effect during the term of this Agreement, the University shall provide to Dorrell an allocation of NIKE products, as defined in Addendum A below, of a value of up to Three Thousand Five Hundred Dollars (\$3,500) per contract year so long as the NIKE, or other applicable, Sponsorship Agreement is in effect. The products shall also be provided during the term of a subsequent Sponsorship Agreement so long as the Sponsorship Agreement provides for an allocation of products to the University for the benefit of the Football Program.

All Supplemental Salary due under this paragraph shall be payable monthly in twelve (12) equal installments during each Contract Year through the normal payroll process.

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<sup>1</sup> Pursuant to the NIKE Sponsorship Agreement, NIKE provides sponsorship support and benefits for the University's Intercollegiate Athletics Programs, and to the University as a whole, and such sponsorship support and benefits include, but are not limited to, payments to the University and a supply of NIKE products to the University for use by the University in the University's Athletics Department, including the Football Program. In consideration of the sponsorship support and benefits provided by NIKE to the University, the University has agreed to provide NIKE with certain sponsorship rights and benefits.

## **6. Academic Incentive Salary.**

- a) Fifty Thousand Dollars (\$50,000) if the team attains an APR rating of 965 after each academic year at the conclusion of the Spring Semester beginning in 2020.

Dorrell shall be eligible to earn Incentive Salary for Academic Performance described in this paragraph 6(a) for an incentive period only so long as he is employed in the position of Head Football Coach for the entire incentive period. Dorrell agrees that if this Agreement is terminated, he will not be entitled to any payment of Academic Incentive Salary for the incentive period in which this Agreement is terminated.

The Incentive Salary for Performance earned by Dorrell pursuant to this paragraph 6(a) shall be payable in a lump sum within 31 days after Performance was earned.

**7. Incentive Salary Related to Competitive Success.** In addition to the Incentive Salary described in paragraph 6, above and so long as he is employed in the position of Head Football Coach under the terms of this Agreement, Dorrell shall be eligible for the following incentive salary related to the competitive success of the Football Program (“Incentive Salary Related to Competitive Success”):

- a) Fifty Thousand Dollars (\$50,000) if the Football team wins six games in the first Contract Year.
- b) Twenty Five Thousand Dollars (\$25,000) for each additional win after six wins in the first Contract Year.
- c) Fifty Thousand Dollars (\$50,000) if the Football Team wins seven games in the second through fifth Contract Years.
- d) Twenty Five Thousand Dollars (\$25,000) for each additional win after seven wins in the second through fifth Contract Years.
- e) One Hundred Thousand Dollars (\$100,000) if the Football Team is invited to a non-New Years’ Day bowl game.
- f) One Hundred and Seventy Five Thousand Dollars (\$175,000) if the Football Team is invited to a New Years’ Day Six bowl game.
- g) Four Hundred and Fifty Thousand Dollars (\$450,000) if the Football Team is invited to a College Football Playoff Bowl game.
- h) Seven Hundred and Fifty Thousand Dollars (\$750,000) if the Football Teams wins the National Championship.
- i) Twenty Five Thousand Dollars (\$25,000) if the Football Team wins the Pac-12 South Championship.

- j) Fifty Thousand Dollars (\$50,000) if the Football Team wins the Pac-12 Championship.
- k) Fifty Thousand Dollars (\$50,000) if Dorrell is selected Pac-12 Coach of the Year.
- l) One Hundred Thousand Dollars (\$100,000) if Dorrell is selected National Coach of the Year.

The amounts of Incentive Salary Related to Competitive Success awarded under subparagraphs a) – l) of this Paragraph 7 shall be cumulative. The total amount of Incentive Salary Related to Competitive Success earned under this paragraph for a Football Program season shall be due and payable in a lump sum within 30 days after the conclusion of the post season or tournaments. Any Incentive Salary Related to Competitive Success due under this paragraph in the final Contract Year shall be due and payable in a lump sum within 30 days after the end of the term of the Agreement. Dorrell shall be due only such Incentive Salary Related to Competitive Success as has been earned by the end of the term of this Agreement.

#### **8. Allowances.**

- a) Courtesy Car or Supplemental Salary in Lieu of an Automobile Allowance. The University shall provide Dorrell either with the use of a courtesy car [which, unless otherwise requested by Dorrell, shall be a full size sport utility vehicle] or, in the University's discretion, Supplemental Salary in the amount of Six Hundred Dollars (\$600) per month in lieu of a courtesy car, automobile allowance, or reimbursement of any expenses (including mileage and parking) for in-state automobile travel.
- b) Country Club Membership: To enhance his promotion of the University and the Athletics Department, the parties acknowledge and agree that, ordinarily, it is important for Dorrell to have access to the facilities provided through a country club membership. The University shall provide Dorrell an allowance of Seven Hundred Dollars (\$700) per month for dues upon confirmation of membership and as long as Dorrell maintains membership in the Boulder Country Club or a club with comparable facilities that will allow him to effectively promote the interests of the University and the Department. The University shall also pay any initiation fees with Dorrell being responsible for the tax liability on the initiation fees. If Dorrell determines that he can effectively promote the University and the Department without joining a country club, then he is not required to join a country club but will not receive this allowance during the time that he is not a member of a club.
- c) Tickets. To further his institutional representation associated with the services performed during the term of the Agreement, the University shall provide Dorrell an allowance of up to ten (10) season tickets in a suite at Folsom Field for home football games and up to four (4) season tickets to home games for both men's and women's basketball programs. The University will report these allowances as

income in accordance with University policy and procedures on the tax treatment of complimentary tickets.

- d) Tax Reporting. The University will report items a) through c) as income in accordance with University policy and procedures on the tax treatment of such items.

In the event that Dorrell's employment is terminated pursuant to paragraph 12, 13 or 14, of this Agreement, Dorrell shall only be entitled to payment under this paragraph up to the effective date of termination.

**9. Assistant Coach Salary Pool.** The University agrees to allocate a minimum of Three Million Eight Hundred Thousand Dollars (\$3,800,000) annually as a total annual salary pool for all the assistant football coaches, contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This amount may be allocated by Dorrell in consultation with and subject to the written approval of the Athletics Director.

**10. Liquidated Damages.** Dorrell acknowledges that the Head Football Coach is a unique and specialized position and that his promise to serve as Head Football Coach for the University for the entire term of this Agreement is the essence of this Agreement to the University. Dorrell also acknowledges that the University desires to promote long-term stability of the Football Program in order to assist in recruiting players, retaining assistant coaches, and building support for the program and that this stability would be damaged if Dorrell were to resign or otherwise terminate his employment with the University prior to the expiration of the term of this Agreement. Dorrell further acknowledges that the University is making a valuable investment in Dorrell's continued employment by entering into this Agreement and that this investment would be lost were Dorrell to resign or otherwise terminate his employment with the University prior to the expiration of the term of this Agreement. While acknowledging these recitations and the purpose of this entire agreement, the Parties agree that Dorrell may, nevertheless, voluntarily terminate this Agreement prior to the expiration of its term, but only upon the following terms and conditions:

- a) Written Notice by Dorrell. Dorrell may terminate this Agreement during its term by giving the Athletics Director three (3) days advance written notice specifying an effective date of termination. So long as Dorrell is assigned duties as Head Football Coach, such termination by Dorrell should occur at a time outside the Football Program playing season, including post-season games, so as to minimize the impact of such termination on the Football Program. This Agreement, and particularly paragraph 10(b) below concerning liquidated damages, shall continue in full force and effect for all applicable purposes if Dorrell terminates this Agreement pursuant to this paragraph 10(a).
- b) Liquidated Damages. If Dorrell terminates this Agreement prior to the expiration of its term, Dorrell within sixty (60) days of terminating this agreement shall pay,

or cause his new employer to pay, the University as liquidated damages the sums of:

- (i) Ten Million Dollars (\$10,000,000), if terminated on or before December 31, 2020.
- (ii) Seven Million Five Hundred Thousand (\$7,500,000), if terminated on or before December 31, 2021.
- (iii) Five Million Dollars (\$5,000,000), if terminated on or before December 31, 2022.
- (iv) Four Million Dollars (\$4,000,000) if terminated on or before December 31, 2023.
- (v) Three Million Dollars (\$3,000,000) if terminated on or before December 31, 2024.

Dorrell acknowledges that the liquidated damages set forth above were specifically and extensively negotiated between the Parties. These liquidated damages fairly and reasonably estimate the investment the University is making in Dorrell and the damages the University would incur if Dorrell were to voluntarily terminate this Agreement during its term; and, therefore, do not constitute a penalty. Such liquidated damages shall be due and payable within sixty (60) days after the effective date of the termination of this Agreement. Failure to timely pay said liquidated damages, or enter into a payment agreement with the University shall constitute a breach of this Agreement and said failure shall be actionable. The University is entitled to recover all reasonable attorneys' fees and expenses associated with recovery of the liquidated damages.

- c) Termination Due to Absence. If Dorrell is absent for more than five (5) consecutive scheduled working days and has not contacted the Athletics Director to provide the reason for the absence, the University may construe the absence as voluntary termination of this Agreement and liquidated damages will be due as provided under paragraph 10(b). The University shall give Dorrell notice of the effective date of the termination. This Agreement, and particularly paragraph 10(b) above concerning liquidated damages, shall continue in full force and effect for all applicable purposes if this Agreement is terminated pursuant to this paragraph 10(c).
- d) Notification of Intent to Seek or Accept Another Coaching Position. The Parties agree that should another coaching opportunity be presented to Dorrell, or should Dorrell elect to pursue another coaching position requiring the performance of duties prior to the expiration of the term of this Agreement, Dorrell must notify the Athletics Director before any discussions can be held between Dorrell and any prospective employer. Dorrell further agrees, and hereby specifically promises, not to negotiate for, whether personally or through an agent or other representative, or accept employment, under any circumstances, as a coach requiring performance of duties prior to the expiration of the term of this Agreement without first giving three (3) days written notice to the Athletics Director.

- e) Acceptance of Another Coaching Position. If Dorrell accepts another Division I or National Football League coaching position before the expiration of the term of this Agreement and the effective date of such other coaching position is before the expiration of the term of this Agreement, he shall be deemed to have terminated the contract voluntarily on the date he accepts the other coaching position or the date on which Dorrell and/or someone acting on his behalf or with his authorization makes an announcement of Dorrell's acceptance of the position, whichever is earlier. Upon such termination, liquidated damages shall be due as provided under paragraph 10(b). This Agreement, and particularly paragraph 10(b) above concerning liquidated damages, shall continue in full force and effect for all applicable purposes if this Agreement is terminated pursuant to this paragraph 10(e).
  
- f) Termination by Reason of Dorrell's Retirement. If Dorrell elects to retire before the end of the term of this Agreement due to his own serious health condition or a serious health condition of Dorrell's immediate family member, the University waives its right to seek liquidated damages from Dorrell as listed in paragraph 10(b) so long as Dorrell does not accept or perform new employment in a position of a collegiate coach at any level or a professional coach in the National Football League during the term that Dorrell would have been employed under this Agreement had he not elected to retire. If Dorrell elects to retire before the end of the term of this Agreement due to his own serious health condition or a serious health condition of Dorrell's immediate family member, all payments from the University to Dorrell shall cease on the effective date of Dorrell's retirement.

**11. Reporting of and Approval for Outside Benefits and Income.** Dorrell's duties require his participation in donor related activities and sponsor related activities described in paragraph 3 above, as well as the opportunity to earn Supplemental Salary for a variety of outreach activities described in paragraph 5 above. Dorrell's participation in these activities is important to the University and therefore, his participation in outside employment activities of a similar nature will be limited, under ordinary circumstances.

- a) To the extent that Dorrell is allowed to participate in outside employment activities Dorrell shall comply with all applicable state laws, rules and University laws and policies, including the policy regarding employment of staff in a consultative capacity and the policy regarding conflicts of interest.
  
- b) Dorrell further agrees that in accordance with NCAA Legislation, he shall provide to the University's Athletics Director by September 1 of each year a detailed accounting in writing of all athletically related income and benefits from sources outside the University including, without limitation, income from annuities, sports camps, housing benefits, country club memberships, complimentary ticket sales, television and radio programs, and endorsements or consultation contracts with athletic shoes, apparel or equipment manufacturers.

- c) Dorrell further agrees that he shall disclose and obtain prior written permission from the Athletics Director before agreeing to make any commercial endorsements, including any in which he identifies himself as the Head Football Coach at the University. Such approval may be denied if, in the sole discretion of the Athletics Director, the proposed endorsement would conflict with existing University or Athletics Department business relationships. Any such proposed endorsements shall be subject to, and in compliance with, the Athletics Policies and Procedures Manual.

**12. Suspension or Termination for Cause.** Dorrell's employment may be suspended for a period of time, without pay, or terminated for cause with immediate cessation of salary payments and fringe benefits, except for salary or incentives earned by Dorrell prior to suspension or termination, based upon, but not limited to, any one or more of the following grounds:

- a) Insubordinate conduct, provided that Dorrell has been given notice of that insubordinate conduct and, unless in the sole opinion of the Athletics Director the conduct is flagrant or repetitive, an opportunity to correct the conduct.
- b) Use or consumption by Dorrell of alcoholic beverages, drugs, or controlled substances in such degree and for such appreciable period or under circumstances as to significantly impair his ability to perform his duties hereunder; or failure by Dorrell to fully cooperate in the enforcement and implementation of any drug testing program established by University for student-athletes.
- c) Dorrell is indicted, bound over for trial, or a finding of probable cause is otherwise made or coach enters a plea of guilty or of nolo contendere, whichever comes earlier, in a criminal case (excluding minor traffic offenses).
- d) A finding by the University Office of Internal Audit of fraud, misappropriation, fiscal misconduct or embezzlement by Dorrell.
- e) Determination by the Athletics Director in consultation with the Director of Compliance or a finding by the NCAA or Conference, whichever comes earlier, that Dorrell has committed a Level I and/or Level II violation of NCAA or Conference Legislation, resulting from the operation of the Football Program;
- f) Determination by the Athletics Director in consultation with the Director of Compliance or a finding by the NCAA or Conference, whichever comes earlier, of a Level I and/or Level II violation of NCAA or Conference Legislation if the violation was committed by any Football Program personnel; and Football Program student athlete or any other "representative of the University's athletic interests" (as defined by the NCAA) if, in the judgment of the Athletics Director, Dorrell knew or should have known if the violation and did not prevent or try to prevent the violation or concealed or failed to report the violation;

- g) Determination by the Athletics Director in consultation with the Director of Compliance or finding by the NCAA or Conference, whichever comes earlier, of any repeated Level III violation of NCAA or Conference Legislation if, in the judgment of the Athletics Director in consultation with the Director of Compliance Dorrell had prior knowledge of the violations and did not prevent or try to prevent the violation or concealed or failed to report the violation;

In order to provide a basis for termination under subparagraph 12.g all such Level III violations must have occurred during the term of Dorrell's tenure in the position of Head Football Coach. Further, such Level III violations must be repeated violations of the same kind or nature and must be determined, in the judgment of the Athletics Director to reflect adversely on the University, the Athletics Department, or the Football Program.

- h) Statements by Dorrell concerning the University, its personnel, programs, policies and/or departments that, in the judgment of the Athletics Director, in consultation with the Chancellor, cause damage to the University's reputation.
- i) Dishonest or other conduct that, in the reasonable judgment of the Athletics Director, falls below the minimum standards of professional integrity or that is inconsistent with the professional standards expected of a coach of a collegiate sports team and that is prejudicial to the best interests of the University or that violates the University's mission.
- j) Any material violation of any Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, or campus policies, or being found responsible by the University Office of Institutional Equity and Compliance for violating Administrative Policy Statement 5014 or any corresponding campus policy related to discrimination, harassment, or sexual misconduct.
- k) Fraud or dishonesty (including falsification or alteration) by Dorrell or any other person reporting to Dorrell (if Dorrell knew or should have known about the other person's fraud or dishonesty and permitted, encouraged, condoned or failed to report such fraud or dishonesty) in the preparation, maintenance, and/or submission of:
  - i) any document of the University, NCAA or the Conference;
  - ii) any document required to be prepared, submitted and/or maintained by law, governing athletic rules or University rules, policies, or Regent laws or policies;  
or
  - iii) any document or record pertaining to any recruit or student-athlete.

"Document", as used herein, includes without limitation, expense report or other reimbursement request, transcripts, eligibility forms and compliance reports.

- l) Soliciting, placing or accepting by Dorrell of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Dorrell of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing by Dorrell of information or data relating in any manner to Football program or any other sport to any individual known by Dorrell to be or whom he should reasonably know to be a gambler, bettor or bookmaker, or an agent of any such person, or associating by Dorrell with such persons.
- m) Failing to immediately report to the Athletics Director serious student-athlete or Football staff misconduct Dorrell knew or should have known about. If the allegation of misconduct involves the Athletics Director, Dorrell must report to the Chancellor. Nothing in the paragraph shall be construed to relieve Dorrell of any other reporting obligations imposed upon him by the Laws of the Regents, Regent Policy, University of Colorado Administrative Policy Statements, or campus policies, including but not limited to: reporting obligations to law enforcement as a Campus Security Authority; reporting obligations of fiscal misconduct to the Department of Internal Audit; or reporting obligations to the Office of Institutional Equity and Compliance under Administrative Policy Statement 5014 or any corresponding campus policy related to discrimination, harassment, or sexual misconduct.
- n) Failure to comply with provision 10(d) of this Agreement regarding "Notification of Intent to Seek or Accept another Coaching Position."
- o) Engaging in any conduct or coaching techniques that are contrary to recognized conduct and techniques in coaching and that in the determination of the Athletics Director, endangers, or could endanger, student-athlete health, safety, or welfare.
- p) Failure to cooperate with Conference, NCAA, or University staff in connection with investigation of possible Football Program violation of NCAA or Conference legislation or Laws of the Regents, Regent Policy or other University or campus policies.
- q) Any material failure of Dorrell to perform the duties set forth in paragraph 3 above or to comply with a term or obligation of this Agreement, except as already addressed in paragraphs 12(a) through 12(p) above, where the failure continues for thirty (30) days, without remedy, after Dorrell has been provided written notice of the failure and any remedial action deemed necessary by the University; provided however, that, if the nature of the failure is such that it cannot reasonably be remedied within such initial thirty (30) day period, the period for remedying the failure may be extended at the discretion of the Athletics Director for an additional sixty (60) days so long as Dorrell begins to take remedial action in a timely manner during the initial thirty (30) day period and thereafter pursues such remedial action diligently to conclusion. The extension of the initial thirty (30) day remedy period

shall not apply if, in the good faith determination of the Chancellor of the University of Colorado Boulder, any such extension would materially and adversely affect the University, the University of Colorado Boulder campus, the Athletics Department, and/or the Football Program, in which case the period of Dorrell's taking of remedial action shall end after the initial thirty (30) day remedy period without giving effect to the sixty (60) day extension period.

"Determination by the Athletics Director" as used in paragraphs 12(c), 12(e), 12(f) and 12(g) above means a final determination by the Athletics Director that sufficient evidence exists for termination with cause, as set forth in one or more of any of those paragraphs, after reviewing any pertinent information, including evidence submitted by Dorrell to any allegations.

Prior to suspension without pay or termination for cause, Dorrell shall be given written notice of the alleged grounds for suspension or termination and shall have five (5) calendar days from the date of the notice to provide the Athletics Director with written notice of a request for a meeting. If no written notice of a request for a meeting is received as provided herein, the suspension or termination shall become final five (5) calendar days after the notice to Dorrell. If requested, the meeting shall take place within a reasonable time between Dorrell and the Athletics Director or designee and shall consist of an explanation of the University's position and an opportunity for Dorrell to present his response. Dorrell may have an advisor present, but the advisors may not participate actively in the meeting. If Dorrell chooses to have an advisor present, the University may also have an advisor present although the advisor may not participate actively in the meeting. The Athletics Director or designee shall state his decision in writing, set forth the reasons for suspension or termination and deliver the decision in accordance with the procedures for giving notice in paragraph 23. The Athletics Director or designee's decision is final. If Dorrell's employment is terminated for cause, the University shall have no further obligation to make further payments and/or to provide any other consideration or benefits under this Agreement as of the effective date of the termination, except for compensation or benefits earned by Dorrell before the effective date of termination.

### **13. Termination without Cause.**

- a) The Parties expressly acknowledge and agree that if the University should terminate this Agreement before December 31, 2024 for any reason other than cause as defined in paragraph 12 above, or death or disability, as described in paragraph 14 below, then Dorrell shall be entitled to claim damages from the University, subject to Dorrell's damage mitigation obligations described in this Paragraph 13 below, as follows:
  - (i) If the University terminates this Agreement on or before December 31, 2020, the University shall pay Dorrell eighteen (\$18,000,000) million dollars prorated based on Dorrell's February 24, 2020 start date minus

compensation Dorrell already earned in Base Salary, Supplemental Salary, and Incentive Salary prior to the effective date of termination.

- (ii) If the University terminates this Agreement on or before December 31, 2021, the University shall pay Dorrell fourteen million eight hundred thousand (\$14,800,000) dollars minus compensation Dorrell already earned in Base Salary, Supplemental Salary, and Incentive Salary prior to the effective date of termination.
- (iii) If the University terminates this Agreement on or before December 31, 2022, the University shall pay Dorrell eleven million four hundred thousand (\$11,400,000) dollars minus compensation Dorrell already earned in Base Salary, Supplemental Salary, and Incentive Salary prior to the effective date of termination.
- (iv) If the University terminates this Agreement on or before December 31, 2023, the University shall pay Dorrell seven million eight hundred thousand (\$7,800,000) dollars minus compensation Dorrell already earned in Base Salary, Supplemental Salary, and Incentive Salary prior to the effective date of termination.
- (v) If the University terminates this Agreement on or before December 31, 2024, the University shall pay Dorrell four million (\$4,000,000) dollars minus compensation Dorrell already earned in base salary, supplemental salary, and incentive salary prior to the effective date of termination.

**Notwithstanding the foregoing, the University shall not be liable for any consequential, indirect, lost profit, punitive, special or similar damages even if the University has been advised of the possibility of such damages.**

- b) Dorrell agrees that he has a duty to obtain new employment to mitigate any damages arising from termination under this paragraph 13. The Parties agree such damage payments described above shall be reduced by any amounts Dorrell receives or is to receive in the future for services for comparable professional employment by Dorrell, such as, for example, employment in the position of assistant coach, coordinator, co-coordinator, assistant head coach, head coach or other executive position at an institution of higher education or professional football league, television analyst or commentator, scout, or executive position in an athletics-related industry. Dorrell further understands and agrees that pursuant to this paragraph 13, Dorrell is receiving payments while delivering no employment service to the University, accordingly, the University's obligation herein shall be strictly construed, and Dorrell shall not be entitled to such compensation absent reasonable and affirmative efforts to secure employment. Dorrell agrees to provide information about his mitigation efforts to Athletics Human Resources on a regular basis in order to comply with his responsibilities pursuant to this Paragraph.

If Dorrell accepts employment, signs an employment agreement or otherwise agrees to perform such services, he shall promptly give notice to the Athletics Director of such employment, a copy of the employment agreement, if applicable, the effective date of such employment and the amount of all compensation provided or to be provided in the future for duties performed during the period when Dorrell would have been employed by the University under this Agreement had it not been terminated, to be later verified by W-2 and/or 1099 for the new employment position.

- c) Dorrell must be paid actual market rate in new position. USA Today salary survey, WINAD and other coaching compensation databases can be used to consider actual market rate. To the extent permitted by applicable law, the University reserves the right to adjust the compensation due and owing to Dorrell if Dorrell's new compensation appears to be contrived to rely upon payments to Dorrell from the University. In the event Dorrell's new position apportions compensation such that it increases or balloons after the University's payments cease, or if the subsequent employment arrangement otherwise attempts to avoid the net effect of this provision, Dorrell expressly agrees that University retains the right to assign a reasonable market value of compensation to Dorrell's new position based on its assessment of similar positions.
- d) If the University should terminate this Agreement without cause, then Dorrell shall submit a claim to the University for the damages Dorrell believes he has incurred (subject to the limitations described in this paragraph 13). The University and Dorrell shall attempt to resolve Dorrell's claim pursuant to a mediation process to be mutually agreed upon by the University and Dorrell. Should the University and Dorrell be unable to reach an agreement on the amount of damages due Dorrell within sixty (60) days after Dorrell submits his claim, then Dorrell shall be entitled to pursue legal action against the University for such damages. All statements, documents, admissions, or proposals exchanged by the University and Dorrell pursuant to the process described in this paragraph 13 shall be deemed settlement and mediation materials and, accordingly, shall be considered confidential to the extent permitted by law and may not be used by either the University or Dorrell in further proceedings.
- e) The Parties expressly agree that any settlement or final judgment following any appeal of Dorrell's claim for damages against the University shall be paid in equal monthly installments from the date of settlement or judgment to the date the term of this Agreement would have ended had Dorrell not been terminated. The Parties agree that the University can withhold from final payment amount any obligations including, but not limited to, charges for damages to the Dorrell's courtesy car (if applicable), personal charges on Dorrell's University P-Card, and/or outstanding travel advances.

**14. Termination on Death or Disability.** This Agreement will automatically terminate if Dorrell dies or becomes disabled.

- a) If this Agreement is terminated because of Dorrell's death or disability, Dorrell's salary and all other benefits shall end in the month of Dorrell's death or disability except that any insurance or other similar benefits may continue in accordance with their terms or University policy.
- b) "Disabled" as used herein means that Dorrell is unable to perform the essential functions of his duties under this Agreement, with or without reasonable accommodation.

**15. Conference and NCAA Legislation.** It is expressly understood and agreed by the Parties that this Agreement is subject to Conference and NCAA Legislation. Such Legislation, to the extent applicable, is incorporated herein by reference and, to the extent inconsistent herewith, shall prevail over the terms of this Agreement. Modifications, changes, additions, or deletions to such Legislation shall automatically apply to this Agreement without the necessity of a written modification. If such modifications or changes in Conference or NCAA Legislation shall impair or reduce the University-provided economic benefits of Dorrell's employment, the University shall substitute other reasonably equivalent and appropriate benefits, acceptable to Dorrell and permissible under applicable federal, state, and University laws, rules, and regulations and the Conference and NCAA Legislation, that will preserve for Dorrell the overall value of this Agreement.

- a) Dorrell shall immediately report any known potential or known violations of NCAA or Conference rules of which he has actual knowledge to the Athletics Director or to the Director of Compliance.
- b) Dorrell agrees to promote an atmosphere for compliance and to monitor the compliance of all other persons under his supervision, including coaches and student-athletes, with the rules and regulations of the NCAA, the Conference, and such rules and regulations concerning intercollegiate athletics, athletics personnel, and student-athletes as may from time to time be promulgated by the University and the Athletics Department.
- c) If the University, the Athletics Director, the Conference, or the NCAA determine that Dorrell has violated NCAA regulations, in addition to any remedies provided by this Agreement or at law, Dorrell agrees that he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, as now existing or as amended from time to time.
- d) Dorrell acknowledges that NCAA Bylaw 19.2.3 requires that all current and former institutional staff members of member institutions have an affirmative obligation to cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objectives of the Association and its infractions program.

- e) Dorrell acknowledges, in accordance with NCAA rules, that a coach who is found in violation of NCAA and or Pac-12 Conference regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see Bylaw 19), including suspension without pay or termination of employment.
- 16. Reporting of Income.** The Parties acknowledge and agree that all compensation payable to Dorrell under this Agreement shall be subject to applicable federal and state taxes, including withholding taxes. All Form W-2 reportable compensation included in this Agreement shall be subject to all applicable withholding and subject to all applicable employer contributions, including contributions as required under the University's retirement plan.
- 17. Entire Agreement.** This Agreement contains the entire agreement of the Parties and shall be binding upon the Parties, their heirs, administrators, successors and assigns. This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.
- 18. Severability.** If any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, it shall be considered severed from this Agreement and such invalidity shall not affect the validity or enforceability of the remaining provisions.
- 19. Waiver.** Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereto.
- 20. Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.
- 21. Consent to Jurisdiction and Venue.** Any action brought under this agreement shall be brought only in the District Court of Boulder County, Colorado, or the United States District Court for the District of Colorado in Denver, Colorado and each party waives the right to seek a change of venue to any courts other than those courts.
- 22. Amendments or Modifications.** This Agreement may not be amended or modified except as mutually agreed upon by the Parties in a document that is reduced to writing, and signed by both Parties.
- 23. Notice.** Any notice or other communication hereunder will be in writing, and hand-delivered or sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) hand-delivered, on the date of delivery; (b) mailed, when deposited, postage prepaid, in the United States mail; (c) sent by overnight courier, one business day after delivery to such courier; and (d) sent by confirmed facsimile, the day of transmission. Any notice or other communication

will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University: Chancellor, University of Colorado Boulder, 914 Broadway, 017 UCB, Boulder, CO 80309.

with a copy to: Office of University Counsel, University of Colorado Boulder, 924 Broadway, 013 UCB, Boulder, CO 80309.

If to Athletics Department: Director of Intercollegiate Athletics, University of Colorado Boulder, 368 UCB, Champions Center, Boulder, CO 80309.

with a copy to: Office of University Counsel, University of Colorado Boulder, 924 Broadway, 013 UCB, Boulder, CO 80309.

If to Dorrell: Brian Levy, Goal Line Football, 1025 Kane Concourse, Suite 207, Bay Harbor Islands, Florida, 33154.

**(Remainder of this page left blank intentionally)**

**24. Approval by the Board of Regents, University, and Athletics.** This Agreement shall not be binding upon the University until it is approved by the Board of Regents and signed by both the Director of Athletics and the Chancellor of the University of Colorado Boulder.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective duty authorized representatives.

THE REGENTS OF THE UNIVERSITY OF COLORADO, a body Corporate

DocuSigned by:  
By: Phil DiStefano  
Philip P. DiStefano  
Chancellor

Dated: 3/2/2020

DocuSigned by:  
Kel Dorrell  
Karl Dorrell

Dated: 2/29/2020

Recommended:

DocuSigned by:  
Rick George 2/28/2020  
Rick George  
Athletics Director

**Approved as to Legal Sufficiency:  
For The Regents of the  
University of Colorado**

DocuSigned by:  
By: Katie Gleason  
University Counsel

Dated: 3/2/2020

**Approved by Agent or Legal Counsel:  
For Dorrell  
Brian Levy**

DocuSigned by:  
By: Brian Levy  
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Dated: 2/28/2020

## **Addendum A**

### **University Sponsorship Contractor Addendum**

1. If requested to do so by the University and the University's Sponsorship Contractor, Dorrell shall participate in up to three (3) appearances per year in connection with (i) the advertisement, promotion, and sale of products of the University's Sponsorship Contractor and (ii) the promotion of the University's Sponsorship Contractor and the University. Such appearances may include, but are not limited to, photo or production sessions, speaking engagements, appearances at clinics, trade shows, celebrity events and other public appearances. For each such appearance made (i) the University shall pay all reasonable out-of-pocket expenses incurred by Dorrell in connection therewith, (ii) the University shall give Dorrell not less than thirty (30) days' notice of the time and place of such requested appearance, and such appearance shall not be scheduled at a time which would conflict with Dorrell's performance of his other employment obligations, and (iii) no non-media related appearance shall exceed six (6) hours exclusive of travel time; no media related appearance shall exceed eight (8) hours exclusive of travel time, and no appearance shall exceed twenty-four (24) hours in duration including travel time, unless otherwise agreed upon by the Parties in advance.
2. During the term of this Agreement, products of the University's Sponsorship Contractor shall be made available to the Football Program to be worn and/or used during practices, games, exhibitions, clinics, sports camps and other official or sanctioned University Intercollegiate Athletics Program activities (including but not limited to photo sessions and interviews) during which Dorrell, team members, and staff members wear and/or use such products. The Parties hereby agree that Dorrell, team members, and staff members shall wear and/or use exclusively products of the University's Sponsorship Contractor during such activities. Nothing included herein shall be interpreted to prohibit Dorrell from wearing non-athletic footwear and apparel in connection with his official duties as Head Football Coach, as appropriate.
3. For the purposes of this Section, the term "products of the University's Sponsorship Contractor" shall mean all products in connection with which, or upon which, the University's Sponsorship Contractor's Dorrell or the Dorrell of its designated subsidiaries, the University's Sponsorship Contractor's design, or any other trademarks now or hereafter owned by the University's Sponsorship Contractor or the design or any other trademarks now or hereafter owned by the University's Sponsorship Contractor appear, singly or in any combination, and, in the case of head wear products (in addition to the foregoing), in connection with which, or upon which, the University's Sponsorship Contractor's Dorrell or the Dorrell of its designated subsidiaries and/or trademark appears; and:
  - a. All athletic and athletically inspired or derived footwear which Dorrell, staff, and/or Football team members wear or may reasonably be expected to wear while participating in the Football Program;

- b. Authentic competition apparel consisting of sideline or court side jackets and sweaters, game-day warm-ups, uniforms, wind suits, rain suits, sideline or court side pants and shorts and shirts, and similar apparel (hereinafter "Authentic Competition Apparel") which Dorrell, staff, and/or Football team members wear or may be reasonably expected to wear while participating in the Football Program;
  - c. All other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweat suits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to head wear (other than protective head wear), headbands, wristbands, bags, socks, hand-towels, and gloves, which Dorrell, staff, and/or Football team members wear or use or may be reasonably expected to wear or use while participating in the Football Program;
  - d. Non-prescription sun glasses when available from the University's Sponsorship Contractor, and protective and performance eye wear; and
  - e. Footballs.
4. The Parties shall ensure that during Football Program activities (which, for purposes of this Agreement, in the case of Dorrell or staff members, include recruiting trips), Dorrell, Football Program staff and/or Football team members shall not:
- a. Alter or permit the alteration of any product of the University's Sponsorship Contractor worn or used by them to resemble a non-University's Sponsorship Contractor's product; or
  - b. Wear any non-University's Sponsorship Contractor's products which have been altered to resemble products of the University's Sponsorship Contractor, unless supplied by and/or approved in writing by the University's Sponsorship Contractor.
5. The Parties shall ensure that during all Football Program activities that Dorrell, staff, or Football team members participating in such activities do not wear any athletic footwear or other products manufactured by companies other than the University's Sponsorship Contractor, unless supplied by and/or approved in writing by the University's Sponsorship Contractor.
6. The Parties acknowledge that "spatting" or otherwise taping, so as to cover any portion of the University's Sponsorship Contractor's logo, the University's Sponsorship Contractor's athletic shoes worn by Football team members during practices, games, exhibitions, clinics, sports camps and other occasions during which Football team members wear athletic shoes, is inconsistent with the purpose and terms of the University's Sponsorship Contractor's Agreement and the benefits to be derived from it by the University's Sponsorship Contractor and the University, except such "spatting" or taping that is deemed medically necessary and is approved by the University's Sponsorship Contractor (provided that the University's Sponsorship

Contractor recognizes that occasionally “spatting” or taping that is deemed medically necessary may occur during a game or practice, without the University’s Sponsorship Contractor’s approval, to address an injury suffered during such game or practice). The Parties acknowledge their commitment not to permit such “spatting” or taping, and to ensure that all other products of the University’s Sponsorship Contractor worn or used by Football team members remain unaltered, so as to allow the University’s Sponsorship Contractor’s logo on the products of the University’s Sponsorship Contractor to remain visible. The Parties agree that they shall work to eliminate the need for any unauthorized “spatting” or taping in the event it occurs during the term of the University’s Sponsorship Contractor’s Agreement.

7. Dorrell hereby agrees that, at any sports camp or clinic that Dorrell conducts, sponsors, or participates in, Dorrell shall not sponsor, co-sponsor, or endorse, nor will Dorrell wear or use, products manufactured or sold by any athletic footwear, apparel or accessories manufacturer other than the University’s Sponsorship Contractor. Further, Dorrell agrees that any use of the University’s Sponsorship Contractor’s logo or trademarks in connection with any sports camp or clinic that Dorrell sponsors must be pre-approved by a University’s Sponsorship Contractor’s representative authorized for such purposes.
8. Dorrell shall not permit the trade name, trademark, name, logo or any other identification of any person, company or business entity other than the University’s Sponsorship Contractor to appear on products of the University’s Sponsorship Contractor worn or used by Dorrell, staff, or Football team members, except that Football team members may honor other athletes by wearing that athlete’s number.
9. Dorrell agrees that prescription sun glasses or protective eye wear that Dorrell wears, during all Football Program activities or other activities associated with Dorrell duties as Head Football Coach, shall not bear on its exterior the logo or other visible identification of any manufacturer or seller of sports eye wear, or footwear or apparel products, as defined above in paragraph (b) of this Section, other than the University’s Sponsorship Contractor.
10. Dorrell hereby grants to the University’s Sponsorship Contractor, subject to Dorrell and the University’s approval, which approval shall not be unreasonably withheld, and as described in detail in the University’s Sponsorship Contractor’s Agreement, the right to utilize his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image in connection with (i) the advertisement, promotion and sale of the University’s Sponsorship Contractor’s products and (ii) his appearance and promotion of the University’s Sponsorship Contractor and the University, in any media (now known or hereafter created) including, but not limited to, the world wide web, CD-ROM and other interactive and multi-media technologies, in connection with the manufacture, production, advertising, marketing, promotion, distribution and sale of the University’s Sponsorship Contractor’s products and the University’s Sponsorship Contractor’s programming. Dorrell also hereby acknowledges that, based upon approval by the Athletics Director, the University’s Sponsorship Contractor and/or its agents may be

provided with reasonable access to Football Program games, practices and activities, where appropriate, for the purpose of shooting photographs and footage.

11. Upon request from the University, Dorrell shall agree to assist the University's Sponsorship Contractor in testing and evaluating products of the University's Sponsorship Contractor, and to offer to the University's Sponsorship Contractor any suggestions Dorrell may have which could lead to the improvement of products of the University's Sponsorship Contractor. Dorrell hereby acknowledges that any oral or written information concerning developments made by the University's Sponsorship Contractor, the specifics of the University's Sponsorship Contractor's testing program or any other information concerning participation in the University's Sponsorship Contractor's testing program by the University or Dorrell is confidential and shall not be revealed by Dorrell to any third party without the Athletics Director's prior written permission.
12. Dorrell hereby represents and warrants that he is not a party to any oral or written agreement, contract, or understanding which would prevent, limit or hinder the performance of any of his obligations hereunder and further represents and warrants that during the term of this Agreement he will not, without the prior written consent of the University's Sponsorship Contractor:
  - a. Sponsor or endorse athletic footwear or other products, as defined above in paragraph (c) of this Section, sold by any manufacturer or seller other than the University's Sponsorship Contractor; or
  - b. Enter into any endorsement, promotional, consulting or similar agreement for athletic footwear or other products, as defined above in paragraph (c) of this Section, with any manufacturer or seller other than the University's Sponsorship Contractor; or
  - c. Wear or use athletic footwear or other products, as defined above in paragraph (c) of this Section, sold by any manufacturer or seller other than the University's Sponsorship Contractor during practices, games, exhibitions (including during locker room activities) clinics and or University sponsored sports camps, locker room and or sideline/courtside celebrations and/or presentations, and other official or University sanctioned activities (including but not limited to photo sessions and interviews) during which Football team members, coaches and staff wear and/or use products; or
  - d. Knowingly take any action inconsistent with the University's Sponsorship Contractor's sponsorship of the University.