

Employment Agreement Amendment #1

This is Employment Agreement Amendment #1 (Amendment #1) to the Amended and Restated Athletic Director Employment Agreement (Restated Agreement). The Restated Agreement was entered into by the University of Oregon (University) and Rob Mullens (Mullens) on October 17, 2016.

The Restated Agreement is amended as follows:

1. Paragraph 2.4 of the Restated Agreement is deleted and in its place the following is substituted:

2.4. Ethical Responsibilities: The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Mullens, as the head of the Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the University President, the University, the PAC-12 Conference and the NCAA. In addition, University Intercollegiate Athletics Policy § 8.036 reflects and specifies certain requirements regarding ethical conduct, as does University's Conflict of Interest and Conflict of Commitment policies, each of which, as amended from time to time, shall be deemed a part of this Agreement. Mullens further agrees to comply with all applicable constitutions, bylaws, interpretations, laws, policies, standards, directives, rules or regulations relating to the conduct and administration of the Department. If Mullens becomes aware, or has reasonable cause to believe, that violations of applicable constitutions, bylaws, interpretations, laws, policies, standards, directives, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the President of the University or the President's designee. As set forth in NCAA Bylaw 11.2.1(a) and 19.2.3, Mullens has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, but also cooperation with an investigative or adjudicative body of the NCAA, in order to further the objectives of the NCAA, its infractions program, and its independent alternative resolution program. Such cooperation shall include disclosing and providing access to all electronic devices used in any way for university purposes and providing access to all social media, messaging and other applications that are or may be relevant to an investigation. Mullens will comply with the University's reporting obligations relating to prohibited discrimination, the Clery Act and the abuse of minors. Mullens also agrees to adhere to, to respect and to follow the academic standards, requirements and policies of the University at all times, including with respect to the recruitment of prospective student-athletes and the eligibility of current student-athletes.

2. Paragraph 3 of the Restated Agreement is deleted and in its place the following is substituted:

3. Term of Agreement

The term (Term) of this Agreement shall be for a period of nine (9) years, which begins on July 1, 2016, and ends at 11:59 pm Pacific Time on June 30, 2025, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) shall be any twelve (12) consecutive month period during the Term from 12:00 am July 1 to 11:59 pm on the immediately following June 30. Unless specifically defined otherwise in this Agreement, the first "Contract Year" for this Agreement shall be defined as that period commencing January 1, 2016 and ending June 30, 2017.

3. Paragraph 4.8 of the Restated Agreement is deleted and in its place the following is substituted:

4.8 Retention Incentive.

If Mullens fully performs all obligations outlined in this Agreement through the third year of the Agreement (June 30, 2019), University shall pay Mullens a retention incentive of one hundred thousand dollars (\$100,000).

If Mullens fully performs all obligations outlined in this Agreement through the fourth year of the Agreement (June 30, 2020), University shall pay Mullens an additional retention incentive of two hundred thousand dollars (\$200,000).

If Mullens fully performs all obligations outlined in this Agreement through the fifth year of the Agreement (June 30, 2021), University shall pay Mullens an additional retention incentive of three hundred thousand dollars (\$300,000).

If Mullens fully performs all obligations outlined in this Agreement through the sixth year of the Agreement (June 30, 2022), University shall pay Mullens an additional retention incentive of three hundred thousand dollars (\$300,000).

If Mullens fully performs all obligations outlined in this Agreement through the seventh year of the Agreement (June 30, 2023), University shall pay Mullens an additional retention incentive of three hundred thousand dollars (\$300,000).

If Mullens fully performs all obligations outlined in this Agreement through the eighth year of the Agreement (June 30, 2024), University shall pay Mullens an additional retention incentive of three hundred thousand dollars (\$300,000).

If Mullens fully performs all obligations outlined in this Agreement through the ninth year of the Agreement (June 30, 2025), University shall pay Mullens an additional retention incentive of one million dollars (\$1,000,000).

Accordingly, the total retention incentive for Mullens shall be \$2,500,000 if he performs all obligations outlined in this Agreement through the ninth year of the Agreement. If earned by Mullens, the incentive payments shall be made within forty-five (45) days of the date Mullens completes the contract year as articulated in Section 3 of this Agreement.

4. Paragraph 6.2.b of the Restated Agreement deleted and in its place the following is substituted:

- b. If University terminates this Agreement under this Section 6.2, University shall pay to Mullens, as liquidated damages, the following:

The Base Salary due to Mullens for the remainder of the scheduled Term of the Agreement plus the following portion of the retention incentives set forth in Section 4.8.


If termination occurs on or before June 30, 2019, no portion of the retention incentives shall be included in liquidated damages;

If termination occurs on or after July 1, 2019, but before July 1, 2025, eighty percent of the total cumulative retention incentives shall be included in liquidated damages.

This Employee Agreement Amendment #1 is effective upon full execution by Mullens and University. All other terms and conditions of the Original Agreement remain in full force and effect.

The parties indicate their acceptance of and agreement to the terms and conditions of this Agreement by their signatures below.

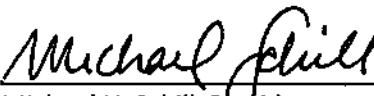
Rob Mullens



Rob Mullens
5/31/19

Date

University of Oregon



Michael H. Schill, President
6/13/19

Date