THE OHIO STATE UNIVERSITY

EMPLOYMENT AGREEMENT

The Ohio State University ("Ohio State") and Ross Bjork ("Director") wish to enter into this Employment Agreement ("Agreement") effective as of July 1, 2024. The parties agree as follows:

1.0 <u>Employment</u>

1.1 Subject to the terms and conditions of this Agreement, Ohio State shall employ the Director as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director. The Director represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.

1.2 The Director shall be responsible and report directly to Ohio State's President ("President") and shall confer with the President or the President's designee(s) on a regular basis as determined by the President and shall notify the President in a timely fashion of all major matters as reasonably expected of an athletic director at a major university (i.e., a university in the Power 5 conferences[1]).

1.3 The Director shall oversee, manage, administer, review, and evaluate the Department of Athletics ("Department"), including the entire intercollegiate athletic program at Ohio State, and shall perform the duties set forth in the Director job description as well as such other duties as the President may assign and/or which would be reasonably expected to be performed by an athletic director at a major university (i.e., a university in the Power 5 conferences).

1.4 The Director agrees to represent Ohio State positively in public and private forums and shall not engage in conduct or act in such a manner that reflects adversely on Ohio State or its athletic programs. The Director shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic standards of Ohio State and the Department.

1.5 Director shall perform the duties under this Agreement primarily in Columbus, Ohio, or at such other place or places as the President shall reasonably direct or as the interests, needs, and opportunities of Ohio State shall necessitate.

1.6 The Director acknowledges that he is an Ohio State official who holds the leadership position of the Department. He may be assigned to one or more Ohio State executive groups where he will be expected to exercise his Ohio State leadership and his Department leadership in conjunction with the activities and goals of such groups.

1.7 The Director agrees to lead the Department in a manner to optimize integrity and compliance, the student-athlete academic success and progress to graduation, high athletic achievement, financial

[1] "Power 5 Conferences" shall mean the Power 5 Conferences, or its successors.

solvency, student-athlete conduct and welfare, and the overall effective performance of the Department's student-athletes and personnel.

2.0 Term

2.1 This Agreement is for a fixed-term appointment commencing on July 1, 2024, and terminating, without further notice to the Director on June 30, 2029. For purposes of this Agreement, a "Contract Year" will be from July 1 to June 30.

2.2 This Agreement is renewable solely upon an offer from Ohio State and an acceptance by the Director, both of which must be in writing and signed by the parties. This Agreement in no way grants the Director a claim to tenure in employment, nor shall the Director's service pursuant to this Agreement count in any way toward tenure at Ohio State.

3.0 Compensation

3.1 a. For each Contract Year through the term of this Agreement, Ohio State shall pay the Director an annual base salary of $1,650,000. The annual base salary will be subject to applicable taxes and withholdings, and payable in substantially equal monthly installments in accordance with normal Ohio State pay procedures. The Director shall be eligible for annual merit increases, subject to Ohio State's usual and customary compensation practices beginning in September 2025.

b. The Director shall be entitled to participate in all employee retirement and welfare benefit plans and programs made available to Ohio State's senior administrative and professional employees as a group, as such plans and programs may be in effect from time to time and subject to the Director satisfying any eligibility requirements of such plans and programs. Notwithstanding the foregoing, nothing in this Agreement shall prevent Ohio State from amending or terminating any retirement, welfare or any other employee benefit plans, programs or policies from time to time as Ohio State deems appropriate in its sole discretion.

c. Director is obligated to pay liquidated damages totaling $750,000 to his former employer under his Amended and Restated Director of Athletics Employment Agreement with Texas A&M University ("Texas A&M Agreement"). Ohio State shall provide to Director a lump sum payment totaling $1,094,602.02, subject to applicable withholdings pursuant to Director's obligations under the Texas A&M Agreement (and receive a gross up lump sum to assist in covering the taxes on the liquidated damages amount). If Texas A&M University does not require Director to pay such liquidated damages, or requires a lesser amount be paid, Ohio State shall either not be required to pay any lump sum payment to Director or pay the lesser amount demanded by Texas A&M. In addition, if Ohio State does pay Director any lump sum payment, and if Director voluntarily terminates employment with Ohio State or Ohio State terminates Director for cause prior to June 30, 2029, Director will be required to pay back the entire amount of any lump sum payment provided to him within 30 days from the date of his last day of employment.

3.2 Media, Promotions and Public Relations. Ohio State recognizes that the nature, presence and impact of the media and other promotional and communication vehicles increases the opportunities and impact for Ohio State, and further recognizes the importance of the Director's leadership and representation in media, promotions and public relations. In accordance with this responsibility, for each Contract Year through the term of the Agreement, Ohio State shall pay the Director an annual media, promotions and public relations compensation of $350,000 to fulfill the duties set forth in Section 4.1 of this Agreement and the broader responsibilities set forth herein. This annual media, promotions and public relations compensation shall be paid in substantially equal monthly installments and subject to applicable taxes and withholdings.

3.3 Exceptional Athletic Achievements. For each of the athletic achievements listed in subsections a.-f. below, the Director shall receive in consideration of his efforts the amount set forth below as compensation within sixty (60) days after the applicable achievement subject to the terms and conditions set forth below. The compensation from subsections a.-f. below shall in no event exceed a maximum total of $150,000 for each Contract Year. All amounts are subject to applicable taxes and withholdings.

Notwithstanding the maximum amount set forth in the above paragraph, the Director's maximum bonus for both exceptional athletic achievements set forth in this Section 3.3 and exceptional academic achievements set forth in Section 3.4 below shall not exceed $250,000 for each of the Contract Years through the term of the Agreement.

a. Capital One Cup final ranking – Women's Champion

   i. $50,000 for a top-10 final ranking, or
   ii. $75,000 for a top-5 final ranking, or
   iii. $100,000 for a first-place final ranking.

   Subject to the maximum amount set forth in 3.3 above, the Director is only eligible for one of the awards listed in 3.3(a).

b. Director's Cup final ranking (calculated following the conclusion of the NCAA[2] Baseball World Series):

   i. $50,000 for a top-10 final ranking; or
   ii. $75,000 for a top-5 final ranking; or
   iii. $100,000 for a first-place final ranking.

   Subject to the maximum amount set forth in 3.3 above, the Director is only eligible for one of the awards listed in 3.3(b).

c. Football:

   i. $20,000 for winning the football Big Ten[3] Conference Championship; and
   ii. $35,000 for Ohio State's football team participation in the semi-finals (but not the finals) of the CFP; or
   iii. $50,000 for Ohio State's football team participation in the finals of the CFP.

   Subject to the maximum amount set forth in 3.3 above, the Director is only eligible for one of the awards listed in 3.3(c)(ii) or (iii).

d. Women's Basketball:

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[2] "NCAA" shall mean the National Collegiate Athletics Association and its successors.
[3] "Big Ten" or "Big Ten Conference" shall mean the Big Ten Conference, its successor or any other athletic conference of which Ohio State may be a member.

i. $20,000 for either winning the Big Ten women's basketball tournament OR for being awarded the title of Big Ten regular season Champion or Co-Champion (but not both); and
ii. $15,000 for team participation in either the NCAA or NIT tournaments: or
iii. $25,000 for team participation in the "Sweet 16" round of the NCAA post-season tournament; or
iv. $35,000 for team participation in the semifinals ("Final Four") of the NCAA post-season tournament; or
v. $50,000 for team participation in the finals of the NCAA post-season tournament.

Subject to the maximum amount set forth in 3.3 above, the Director is only eligible for one of the awards listed in 3.3(d)(ii), (iii), (iv) or (v).

e. Men's Basketball:

i. $20,000 for either winning the Big Ten men's basketball tournament OR for being awarded the title of Big Ten regular season Champion or Co-Champion (but not both); and
ii. $15,000 for team participation in either the NCAA or NIT tournaments: or
iii. $25,000 for team participation in the "Sweet 16" round of the NCAA post-season tournament; or
iv. $35,000 for team participation in the semifinals ("Final Four") of the NCAA post-season tournament; or
v. $50,000 for team participation in the finals of the NCAA post-season tournament.

Subject to the maximum amount set forth in 3.3 above, the Director is only eligible for one of the awards listed in 3.3(e)(ii), (iii), (iv) or (v).

f. National Championship in sports other than Football and Men's and Women's Basketball:

i. $10,000 for any Ohio State team, with the exception of Football and Men's and Women's Basketball, winning the national championship.

Subject to the maximum amount set forth in 3.3. above, the Director is only eligible for a $10,000 award under this Section 3.3(f) no matter how many teams win the National Championship.

3.4 Exceptional Academic Achievements. For each of the academic achievements listed below (which achievements shall be reviewed by Ohio State as described herein and refined as appropriate), the Director shall also receive, in consideration of his efforts, the amount set forth below as compensation. Such compensation shall in no event exceed a maximum total of $150,000 for each Contract Year. All amounts are subject to applicable taxes and withholdings.

Notwithstanding the maximum amount set forth in the above paragraph, the Director's maximum bonus for both exceptional athletic achievements set forth in Section 3.3 above and exceptional academic achievements set forth in this Section 3.4 shall not exceed $250,000 for each of the Contract Years through the term of this Agreement.

a. Annual cumulative grade point average ("GPA") for all teams as calculated after each of the Fall and Spring semesters each year:

i. $50,000 for an average GPA of 3.0 to 3.29; or
ii. $100,000 for an average GPA of 3.3 to 4.0.

Subject to the maximum amount set forth in 3.4 above, the Director is only eligible for one of the awards listed in 3.4(a) per contract year.

b. Percentage of all student-athletes identified as scholar-athletes at the end of each Spring semester by Ohio State pursuant to established standards:

i. $25,000 for a scholar-athlete rate of 60% or better for the academic year; or
ii. $35,000 for a scholar-athlete rate of 65% or better for the academic year; or
iii. $50,000 for a scholar-athlete rate of 70% or better for the academic year.

Subject to the maximum amount set forth in 3.4 above, the Director is only eligible for one of the awards listed in 3.4(b) per contract year.

c. Annual percentage of all student-athletes who have graduated during the preceding Spring or Fall semesters and who have returned Ohio State's graduation survey, and are employed in a position for which a college degree is required or preferred, are in the military, are pursuing additional education or are engaged in a similar career-oriented pursuit as calculated by May 30 of each year:

i. $25,000 for 85% student-athlete placement; or
ii. $35,000 for 90% student-athlete placement; or
iii. $50,000 for 95% student-athlete placement.

Subject to the maximum amount set forth in 3.4 above, the Director is only eligible for one of the awards listed in 3.4(c) per contract year.

d. Compensation under this Section 3.4 will only be paid if the Director remains employed as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director at the end of each semester or year, as applicable in the above 3.4(a) through (c) above, and will be paid within sixty (60) days following the end of such applicable semester or year. All payments are subject to applicable taxes and withholdings.

3.5 Retention Award. Subject to the Director remaining continuously employed as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director through June 30, 2027, and his performance through such date being deemed satisfactory by the President, the Director shall be entitled to receive a retention award equal to $500,000, subject to applicable withholdings. If the Director becomes entitled to such retention award, it shall be paid to him no later than August 31, 2027.

Subject to the Director remaining continuously employed as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director through June 30, 2029, and his performance through such date being deemed satisfactory by the President, the Director shall be entitled to receive a retention award equal to $750,000, subject to applicable withholdings. If the Director becomes entitled to such retention award, it shall be paid to him no later than August 31, 2029.

3.6 Ohio State agrees to fly the Director by private (not commercial) aircraft for business purposes only for up to twenty-five (25) hours each Contract Year during the term of the Agreement. Each hour the aircraft is contracted for such use, including but not limited to, empty "deadhead" legs of the flight, will count toward the twenty-five (25) hours per year (except Ohio State shall only count the "deadhead" hours if Ohio State is charged for such "deadhead" hours).

3.7 Fringe Benefit Allowance. Ohio State shall:

a. During the term of Director's employment as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director, Ohio State shall provide Director with an annual fringe benefit allowance of $50,000 to be used towards, and in lieu of, fringe benefits customarily provided to executives (e.g., automobile, financial, and/or tax planning services, etc.). Such allowance shall be paid in substantially equal monthly installments and subject to applicable taxes and withholdings.

b. Provide an annual travel cost of $10,000 for the Director's spouse to attend away athletic contests. Such travel cost does not account for travel under Section 3.6, and shall be paid in substantially equal monthly installments and subject to applicable taxes and withholdings.

c. Ohio State holds a membership for the Director at two local country clubs. Accordingly, while Director is employed as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director, he will hold memberships at these country clubs (notwithstanding the aforementioned, one club provides a gift membership to Ohio State so the Director's membership to such club is dependent on the continuation of the gift membership). In addition, while Director is employed as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director, Ohio State shall pay on his behalf, or reimburse him, the initiation fees and membership dues payable in connection with his membership at one mutually agreed upon social club.

3.8 All salary or compensation provided to Director for the performance of his duties as Director shall be paid only by Ohio State. To that end, Director will not solicit or accept cash (or its equivalent), a gift, or hospitality (including travel expenses) that is related to the Director's university responsibilities from any person or organization other than Ohio State. As a public official, the Director is subject to the Ohio Ethics Law. Director acknowledges that he has received and reviewed a copy of the Ohio Ethics Law.

3.9 All fringe benefits and payments under this Article 3 shall be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable withholding and other payroll taxes.

4.0 Director's Specific Duties and Responsibilities

4.1 In consideration of the compensation specified in this Agreement, the Director shall devote his full time and best efforts to the performance of his duties under this Agreement. Such duties shall include all duties that the President may assign as provided in Section 1.0 hereof, all duties as set forth in the Director's then-current job description on file with the Department, job duties reasonably expected of an athletic director of a major university (i.e., a university in the Power 5 conferences), and the specific duties listed in this Section 4.1, which list is intended to be illustrative and not exhaustive. Among his specific duties, the Director shall:

a. Develop and implement plans, policies, procedures and programs that are in compliance with Ohio State, Big Ten Conference, NCAA rules and regulations and applicable local, state and federal laws, and which promote the mission of the Department, Ohio State's high standard of academic excellence and the general welfare of student-athletes. The Director shall consult with Ohio State's Executive Vice President and Provost and others, as appropriate, to encourage and monitor academic progress of student-athletes toward graduation. The Director shall also ensure that all Department staff members actively support the Department's commitment to academic achievement for each student-athlete;

b. Support Ohio State's educational mission by using efforts to maintain an environment in which the pursuit of higher education is a priority as reflected by student-athletes' class attendance, academic progress rates, grade point averages; and graduation rates;

c. Manage and oversee the Department's men's and women's intercollegiate sports through each coach and, senior athletic staff, including coordinating and/or overseeing the recruitment, selection and evaluation of all coaches consistent with Ohio State policy and practice. The Director shall promote athletic excellence and competitive success on local, conference and national levels for the men's and women's intercollegiate athletic program;

d. Manage and oversee all Department staff members, including coordinating and/or overseeing the recruitment, selection and evaluation (including approving salaries), of all Department staff members consistent with Ohio State policy and practice;

e. Consult with and submit reports, recommendations and supporting documents to the President and/or other persons, Ohio State governing bodies or· committees, as necessary, to make decisions regarding academics, capital expansion, staffing, budget appropriations or other aspects of Ohio State's athletic program or for other purposes as requested;

f. Know, recognize and comply with all applicable laws, as well as all applicable policies, rules and regulations of Ohio State, the Big Ten Conference and the NCAA and supervise and take appropriate steps to ensure that all Department staff knows, recognizes and complies with all such laws, policies, rules and regulations. Director agrees that Ohio State, as a member of the NCAA and the Big Ten, is required to apply and enforce certain Governing Athletic Rules[4] with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required by NCAA Bylaw 11.2.1 to include the following stipulations in this Agreement: "(a) [Director] has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see Bylaw 19.2.3); and (b) [a]n individual who is found in violation of NCAA 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." If Director is found in violation of Governing Athletic Rules or responsible for another person's violation of Governing Athletic Rules, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including but not limited to suspension without pay or termination of employment for significant or repetitive violations, whether the

[4] "Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the Big Ten Conference or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of Ohio State. Governing Athletic Rules also shall include any acts of Congress or the State of Ohio regulating college athletics, officials, athletes, or competition.

violation(s) occurred while Director was employed by Ohio State or during prior employment at another NCAA member institution. The Director shall work with Ohio State's Senior Vice President and General Counsel, the Vice President and Chief Compliance Officer and others as directed by the President to develop and implement a comprehensive ongoing program of compliance education for coaches, student-athletes and boosters. The Director shall immediately report to the Department's Office of Athletic Compliance and the Office of Institutional Equity if the Director has reasonable cause to believe that any person or entity, including without limitation, representatives of Ohio State's athletic interests, has violated or is likely to violate or may potentially have violated *any* such laws, policies, rules or regulations (with the exception of Ohio State's Sexual Misconduct Policy, which obligations are detailed in Section g below). The Director shall cooperate fully with the Department's Office of Athletic Compliance and the Office of Institutional Equity at all times. The Director shall also consult with Ohio State's Senior Vice President and General Counsel and others, as appropriate, regarding NCAA or similar rules compliance issues, and shall assist in investigating all cases where a violation has or may have occurred;

g. The Director shall abide by Ohio State's Non-Discrimination, Harassment, and Sexual Misconduct Policy. The Director shall report promptly to Ohio State's Title IX Coordinator any incident of sexual misconduct (as defined in Ohio State's Non-Discrimination, Harassment, and Sexual Misconduct Policy, including but not limited to, sexual harassment, sexual assault, sexual exploitation, relationship violence, and stalking) when the Director receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual misconduct may have occurred involving anyone covered by Ohio State's Non-Discrimination, Harassment, and Sexual Misconduct Policy. This includes any incident or information whether related to the victim/survivor or the alleged perpetrator, or both;

h. Cooperate fully with and maintain the integrity of any investigation conducted by the NCAA, the Big Ten, and/or Ohio State.

i. Oversee all fiscal operations (including short and long-term budgetary and fiscal planning and monitoring for budget performance) and assume overall responsibility for Department finances and facilities to ensure sound business practices;

j. Maintain responsibility for the scheduling of intercollegiate sporting events, all aspects of the Department's operations and all aspects of Ohio State's athletic facilities including, but not limited to, evaluating the condition of athletic facilities for safety and comparison with State of Ohio, Big Ten Conference and national standards;

k. Develop and implement programs to increase revenue sources for the Department, including effective plans for marketing and promotions as well as fundraising strategies to promote donor support of the athletic program. The Director shall participate in negotiations and presentations to promote the Department and Ohio State to sponsors and donors;

l. Serve as a primary spokesperson for the Department, promoting the philosophy and mission of Ohio State and its athletic program with faculty, staff, students, alumni, the media and the general public on a local and national basis. As such spokesperson, the Director shall participate in, among others, speaking engagements, news conferences, radio, television and other media appearances;

m. Represent the Department at Ohio State, Big Ten Conference, NCAA, community and other meetings and conventions. The Director shall also serve at the request of the President on any committees as appropriate;

n. Cultivate and advance a positive and respectful learning and working environment to provide an unsurpassed student-centered learning experience;

o. As Senior Vice President, oversee the Business Advancement unit ("Unit") comprised of: the Schottenstein Center; Blackwell Hotel; Fawcett Center; Trademark & Licensing; affinity agreements; and the Nationwide Arena management agreement to ensure strong fiscal stewardship of facilities and programs within the Unit and increase the Unit's existing revenue streams and pursue new revenue opportunities through creative collaboration and innovation;

p. As Senior Vice President, provide leadership and representation to Ohio State in scenarios other than as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director at the request of the President, including, but not limited to, participate in and provide leadership to special projects, leadership, coaching, community engagements and other Ohio State initiatives; and

q. Materially perform other duties ordinarily associate with and performed by an athletics director at a major university (i.e., a university in the Power 5 conferences).

4.2 The Director shall not undertake any business, professional or personal activities or pursuits that would prevent the Director from devoting the Director's full time and best efforts to the performance of the Director's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of Ohio State, would reflect adversely upon Ohio State or its athletic programs. The Director shall comply with Ohio State's Outside Activities and Conflicts Policy and Ohio Ethics Law. Any material violation of this Section 4.2 as determined by Ohio State will subject the Director to disciplinary action, up to and including discharge. Discharge under this Section 4.2 will constitute "for cause" termination under the Agreement.

4.3 The Director shall not be permitted to participate in any business transactions or endorse any products or appear on any radio or television programs which may discredit or bring undue criticism to Ohio State or which violate any contractual obligations of Ohio State or which, in Ohio State's sole discretion, are otherwise not in the best interests of Ohio State or which violate Ohio State Rules[5] or state law. The Director may not associate Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation in connection with any outside income arrangements without the prior written approval of the President and Ohio State's Office of Trademark and Licensing Services. In the event that the President and Ohio State's Office of Trademark and Licensing Services give permission to the Director to use Ohio State's name, logos, trademarks, symbols, insignias, indicia, service marks or reputation, such permission shall be nonexclusive and non-transferable and such permission shall automatically expire upon the Director's resignation or termination from employment or upon written notice from Ohio State.

[5] "Ohio State Rules" shall mean any and all present or future enacted laws, rules, regulations, directives, written policies, bylaws, and constitution, and any and all amendments, supplements, or modifications thereto promulgated hereafter by Ohio State, including, without limitation, its President and the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director or by Ohio State's Board of Trustees.

4.4 In accordance with Governing Athletic Rules, the Director, whenever reasonably requested, but in no event less than annually, shall provide a written detailed account to the President for all athletically related income and benefits from sources outside Ohio State (including the amount and source of all such income). Sources of such income shall include, but are not limited to, the following: (i) income from annuities; (ii) non-Ohio State sports camps and clinics; (iii) sports commentary at non-Ohio State athletic events; (iv) country club memberships; and (v) fees for speaking engagements. The approval of such athletically-related income and benefits shall be consistent with Ohio State rules related to outside income and benefits, if any, applicable to all full-time or part-time employees.

4.5 The Director agrees to provide the President with notice prior to engaging in any discussions or negotiations, directly or indirectly, for his prospective employment at any time before the expiration of this Agreement at any place other than Ohio State.

4.6 To the extent that any personnel matter is not addressed by the terms of this Agreement, Ohio State policies, practices and procedures applicable to staff will govern.

5.0 Termination

5.1 Termination by Ohio State for Cause. At all times, the Director shall serve at the pleasure of the President. Ohio State may terminate this Agreement at any time *for cause*, which, in addition to any of its other normally understood meanings in employment contracts shall include, but not be limited to, the following:

a. Neglect or inattention by the Director to the duties of the Director or the Director's refusal, unwillingness or inability to perform such duties in good faith after reasonably specific written notice has been given to the Director by the President, and the Director has continued such neglect, inattention, refusal, unwillingness or inability during a subsequent reasonable period specified to the Director by Ohio State; or

b. A significant or repetitive or intentional violation (or a pattern of conduct which may constitute or lead to a Level I or Level II violation) of any Governing Athletic Rules (as determined by Ohio State) by the Director (or any other person under the Director's supervision and direction, including but not limited to, student-athletes, which the Director knew about or should have (in Ohio State's determination) reasonably known about); or

c. A breach of contract terms of this Agreement, as determined by Ohio State, or a violation by the Director of a criminal statute (excluding minor traffic violations). If Ohio State, in its sole discretion determines that a breach is curable, then Ohio State shall give the Director notice of such breach and a reasonable opportunity to cure such breach in the time period specified by Ohio State; or

d. A violation by the Director of any Ohio State Rules or violation of any law of the State of Ohio or the United States, including but not limited to, Ohio's Ethics Laws, as determined by Ohio State; or Failure of Director to provide the President with the advice that a reasonably prudent athletic director would provide to the President concerning the means and methods necessary to promote and maintain institutional control over the University's intercollegiate athletics program, as defined by Governing Athletic Rules, or failing to implement the means and methods approved by the President to promote and maintain institutional control, as defined by Governing Athletic Rules;

e. Fraud or dishonesty of the Director in the performance of his duties or responsibilities under this Agreement, as determined by Ohio State; or

f. Fraud or dishonesty of the Director in the preparation, falsification, submission or alteration of documents or records required to be prepared or maintained by law, Governing Athletic Rules or Ohio State Rules, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that the Director had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts, as determined by Ohio State; or

g. Failure by the Director to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning required by law, Governing Athletic Rules or Ohio State Rules, as determined by Ohio State; or

h. Instruction to any coach, student or other person to respond inaccurately and incompletely to any request or inquiry concerning a matter relevant to Ohio State's athletic programs or other institution of higher learning which shall be propounded by Ohio State, NCAA, the Big Ten Conference or other governing body having supervision over the athletic programs of Ohio State or such other institution of higher learning, or required by law, Governing Athletic Rules or Ohio State Rules, as determined by Ohio State; or

i. Failure by the Director to manage the Department in a manner that reflects the academic values of Ohio State, as set forth in this Agreement, as determined by Ohio State; or

j. Soliciting, placing or accepting by the Director of a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by the Director 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 the Director of information or data relating in any manner to any sport to any individual known by the Director to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by the Director with such persons, as determined by Ohio State; or

k. Use or consumption by the Director of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder or failure by the Director to fully cooperate in the enforcement and implementation of any drug testing program established by Ohio State for student-athletes, as determined by Ohio State; or

l. The Director's sale, use or possession, or the Director's permitting, encouraging or knowingly condoning by a student-athlete, coach or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by the Director or such student-athlete, coach or other athletic staff is prohibited by law or by Governing Athletic Rules, or Ohio State Rules, as determined by Ohio State; or

m. Failure by the Director to report promptly to the President and to the Department's Office of Athletic Compliance and the Office of Compliance and Integrity any violations or potential violations known to the Director of Governing Athletic Rules or Ohio State Rules (with the exception of Ohio State's Sexual Misconduct Policy, which obligations are detailed in Section 5.1(p) below), including, but not limited to, those by the Director or a coach, athletic staff member, student-athlete or other person under the control or supervision of the Director, as determined by Ohio State; or

n. Failure by the Director to obtain the prior approvals as required by Section 4.3 of this Agreement or to report accurately all sources and amounts of all income and benefits as required by Governing Athletic Rules and Section 4.4 of this Agreement, as determined by Ohio State; or

o. Commission of or participation in by the Director of any act, situation, or occurrence which, in Ohio State's reasonable judgment brings the Director and/or Ohio State into public dispute, embarrassment, contempt, scandal or ridicule or which constitutes a substantial failure to perform in good faith the duties required of the Director in Section 4.1 herein or failure by the Director to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon Ohio State's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud or violence that may or may not warrant arrest by the relevant authorities; or

p. Failure by the Director to promptly report to Ohio State's Title IX Coordinator any incident of sexual misconduct (as defined in Ohio State's Non-Discrimination, Harassment, and Sexual Misconduct Policy, including but not limited to, sexual harassment, sexual assault, sexual exploitation, relationship violence, and stalking) when the Director receives a disclosure of sexual misconduct or becomes aware of information that would lead a reasonable person to believe that sexual misconduct may have occurred involving anyone covered by Ohio State's Non-Discrimination, Harassment, and Sexual Misconduct Policy. This includes any incident or information whether related to the victim/survivor or the alleged perpetrator, or both.

It is recognized that this sub-section (5.1.a-p.) encompasses findings or determinations of violations during employment of the Director at Ohio State or any other institutions of higher learning.

The Director is hereby notified that in addition to the actions Ohio State may take in accordance with this Agreement, the Director may also be subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if the Director is found by the NCAA or Ohio State to be in violation of NCAA Bylaws. The Director agrees that Ohio State shall implement any such disciplinary or corrective actions imposed by the NCAA.

5.1.1 Notice. If Ohio State terminates this Agreement *for cause* under this Section 5.1 or Section 4.2, it shall give written notice to the Director of its intention to so terminate this Agreement and the intended effective date of termination.

5.1.2 Termination for Cause/Loss of Compensation and Benefits. In the event this Agreement is terminated *for cause* under this Section 5.1 or Section 4.2, the Director shall not be entitled to receive any further compensation or benefits under this Agreement, which have not been earned as of the date of termination (the Director shall not be deemed to have earned bonuses and supplemental compensation which the Director must repay to Ohio State in accordance with Section 5.8 hereof). In no case shall Ohio State be liable to the Director for the loss of any collateral business opportunities, or any other benefits, perquisites, income, consequential damages or emotional distress damages suffered by the Director as a result of Ohio State's termination *for cause* under this Section 5.1 or Section 4.2.

5.2 Termination by Ohio State Other Than for Cause. This Agreement may be terminated by Ohio State at any time other than for cause (as delineated in Section 5.1 or Section 4.2). In the event of such termination by Ohio State other than for cause, Ohio State shall pay to the Director as liquidated damages, in lieu of any and all legal remedies or equitable relief, the Director's Base Salary as provided in Section 3.1(a) of this Agreement and the Media, Promotions and Public Relations compensation as provided in Section 3.2 of this Agreement for the lesser of two years or for the remainder of the term of this Agreement in substantially equal monthly installments (subject to all applicable taxes and withholdings) beginning the last day of the third month after the date of termination; provided that the first payment shall be equal to the amount of the monthly installment, multiplied by three. This Section 5.2 is subject, however, to the following:

a. Notwithstanding Section 3, Ohio State shall not be liable to the Director for any benefits, exceptional academic or athletic awards, or fringe benefits that may have been earned had the Director remained employed by Ohio State. All such compensation shall terminate upon the date of termination of this Agreement.

b. The Director is required to mitigate Ohio State's obligations under this Section 5.2 by making reasonable and diligent efforts to obtain employment as soon as practicable following such termination other than for cause. The Director will be required to report at least bi-monthly on the search for employment to an Ohio State official specified by the President.

c. If the Director earns or is paid any form of compensation from a third party (whether by employment or by functioning as an independent contractor) during the period of time that Ohio State is paying Director liquidated damages under this Section 5.2, then Ohio State's obligation to pay liquidated damages thereafter shall be reduced by any such amount.

d. While Ohio State's obligation to pay liquidated damages remains in effect, within seven calendar days after accepting any employment or contracting role, Director shall provide Ohio State with complete details of his new compensation package. If in Ohio State's reasonable, but sole determination, Director appears to be underpaid compared to the market value for the same or similar position(s) or if Director's new compensation package increases or balloons after Ohio State's payments under this section to Director cease, or the subsequent employment arrangement otherwise attempts to avoid the intended net effect of this provision, Director expressly agrees that Ohio State may assign a reasonable market value compensation based upon an evaluation that is reasonable in light of the then current market conditions, including but not limited to, the compensation typically received by employees with similar attributes (e.g., career experience, position, conference, etc.) and that such market value level of compensation shall be used by Ohio State to calculate its liquidated damages payments, if any, due to Director. Should Director fail or refuse to notify Ohio State of any subsequent employment and/or provide the details of his compensation with subsequent employer or fail to provide evidence of his best efforts to obtain subsequent employment as required in Section

5.2.b above, Ohio State's obligation to continue paying liquidated damages to Director shall cease.

e. While Ohio State's obligation to pay liquidated damages remains in effect, Ohio State shall have the right to terminate and cease payment of liquidated damages to Director if Ohio State later determines that Director's actions prior to termination would have led to his termination for cause as defined in Section 5.1 of this Agreement. Director will be provided written notice of reasons for his termination of Ohio State's obligation. Within ten days of receipt of the notice, Director may request an opportunity to meet with the President to seek reconsideration of Ohio State's decision to terminate for cause. This right shall be Director's exclusive opportunity for review relating to termination of this obligation, and Director hereby waives any right to any other review under Ohio State policies, rules or regulations. Director's failure to request a review within the ten-day period shall result in Director's abandonment of any further right to a review. If Director makes a timely request, the President shall render a decision and that decision shall constitute final action by Ohio State in the matter.

f. The Director agrees that as a condition of receiving any post-termination payment as set forth in this Section 5.2, except for earned but unpaid compensation to the date of termination and any legally protected rights the Director has under any employee benefit plan maintained by Ohio State, the Director must execute a comprehensive release within 45 days of the date of the Director's termination of employment in the form determined from time to time by Ohio State in its sole discretion. Generally, the release will require the Director and the Director's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and assigns to release and forever discharge Ohio State and its trustees, employees, officers, directors, agents, attorneys, successors and assigns from any and all claims, suits and/or causes of action that grow out of or are in any way related to the Director's employment with Ohio State, other than any claim that Ohio State has breached the terms of the release agreement. This release will include, but not be limited to, any claim under or out of the Equal Pay Act; the Civil Rights Acts of 1964, as amended; the Civil Rights Acts of 1866 and 1871 (42 U.S.C. Sections 1981, 1983, 1985, et seq.); Title VII of the Civil Rights Act of 1964; the United States Constitution; the Age Discrimination in Employment Act; the Older Worker's Benefit Protection Act; the Americans with Disabilities Act; the Family and Medical Leave Act; any state, federal law or local ordinance prohibiting discrimination, harassment or retaliation in employment; any claim for wrongful discharge in violation of public policy, claims of promissory estoppel or detrimental reliance, defamation, intentional infliction of emotional distress; or the public policy of any state; Chapter 4112 of the Ohio Revised Code and any other provision of the Ohio Revised Code; and any other federal, state or local law concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment. Upon the Director's termination of employment with Ohio State, Director will be presented with a release and if Director fails to timely execute the release, the Director shall not be entitled to any payments under this Section 5.2. The Director acknowledges that the Director is an experienced person knowledgeable about the claims that might arise in the course of employment with Ohio State and knowingly agrees that the payments upon such termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

g. For purposes of this Section 5.2, any reference to the Director's "termination of employment" by Ohio State (or any form of the phrase "termination of employment") shall mean the Director's "separation from service" within the meaning of Section 409A of the Internal

Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Treasury Regulation Section 1.409A-1 (h).

5.3 Termination by the Director. The Director recognizes that his promise to work for Ohio State for the entire term of this Agreement is an essential consideration in Ohio State's decision to enter into this Agreement and employ him as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director. This Agreement would be diminished were he to resign or otherwise terminate his employment as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director prior to the expiration of this Agreement. Accordingly, the Director understands and agrees that he may, nevertheless, resign or otherwise terminate his employment under this Agreement prior to the expiration of this Agreement, but only upon the following terms and conditions:

a. In addition to the notice required under Section 4.5, the Director shall provide Ohio State with at least 6 months prior written notice of his termination of this Agreement; notwithstanding, if the President determines that Director's employment should end earlier, the parties agree that the President may establish an earlier date of termination but all of the obligations of Director under this Section 5.3 will remain; and

b. The Director shall not be entitled to receive any further unearned compensation or benefits under this Agreement after the date of his termination (the Director is not deemed to have earned bonuses and supplemental compensation which the Director must repay to Ohio State in accordance with Section 5.8 hereof); and

c. If the Director terminates his employment as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director, for any reason within two years of the start of his employment, the Director will pay as liquidated damages, and not as a penalty, two years of the Director's Base Salary as provided in Section 3.1(a) of this Agreement and two years of the Media, Promotions and Public Relations compensation as provided in Section 3.2 of this Agreement. If the Director terminates his employment as the Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director, for any reason after two years from the start of his employment but before his fourth year from the start of his employment, the Director will pay as liquidated damages, and not as a penalty, one year of the Director's Base Salary as provided in Section 3.1(a) of this Agreement and one year of the Media, Promotions and Public Relations compensation as provided in Section 3.2 of the Agreement. If the Director terminates his employment as Senior Vice President and Athletic Director after the fourth year from the start of his employment, the Director will pay as liquidated damages, and not as a penalty, 50% of one year of the Director's Base Salary as provided in Section 3.1(a) of this Agreement and 50% of one year of the Media, Promotions and Public Relations compensation as provided in Section 3.2 of this Agreement. Damages due under this Section 5.3(c) shall be paid within 30 days of Director's end of employment with Ohio State.

d. The parties have bargained for and agreed to, and consequently are bound by, the liquidated damages provisions in Section 5.3. The parties agree and acknowledge the unique environment of collegiate athletic administration. The parties recognize and acknowledge the valuable knowledge and relationships that Director will develop with staff, alumni, donors and vendors while employed by Ohio State and the difficulty Ohio State will have in replacing that knowledge and those relationships. Director acknowledges and understands that upon his departure, he will have unique and specialized knowledge of Ohio State. The parties understand

and acknowledge the need for continuity of the athletics program. The parties agree that Ohio State is making a substantial monetary investment in Director. The parties further understand and recognize the cost, difficulty and uncertainty with replacing Director. The parties agree that payment of such liquidated damages shall constitute adequate and reasonable compensation for damages suffered because of early termination by Director and shall not be construed as a penalty.

5.4 Suspension or Other Disciplinary Action. If the Director is found by the NCAA or Ohio State to have violated any law or Governing Athletic Rules or Ohio State Rules, the Director may be subject to suspension or other disciplinary or corrective action by the NCAA as set forth in the NCAA enforcement provisions in addition to the actions Ohio State may take in accordance with Section 5.1 or Section 4.2 of this Agreement. In lieu of termination for cause, Ohio State may, at its sole discretion, take other disciplinary action against the Director as it deems fit for the violation at hand, including but not limited to, suspending the Director for any one or more of the acts or omissions representing grounds for termination for cause under Section 5.1 or Section 4.2 of this Agreement. During a period of suspension under this Section 5.4 in lieu of termination for cause, the Director shall not be entitled to receive the pro-rata portion of the base salary provided by Section 3.1.a, and shall not be entitled to any other compensation amounts set forth in Section 3 of this Agreement during such period.

5.5. Records and Information. All materials or articles of information, including, without limitation, personnel records or any other material or data, furnished to the Director by Ohio State or developed by the Director on behalf of Ohio State or at Ohio State's direction or for Ohio State's use or otherwise in connection with the Director's employment hereunder are and shall remain the sole property of Ohio State. Within seventy-two (72) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, the Director shall immediately cause any such materials in his possession or control, including, but not limited to, all building facility keys, Ohio State credit cards, telephones and computers (including all other Ohio State issued technological devices) to be delivered to Ohio State.

5.6 Death or Disability. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate automatically and shall be null and void upon the death of the Director or if the Director becomes totally or permanently disabled (as defined in Section 409A(a)(2)(C) of the Internal Revenue Code) or is otherwise unable to perform duties in the essential functions of the job, with or without a reasonable accommodation immediately upon demand by Ohio State.

5.7 Interference with Coaches, Athletic Staff or Athletes. In the event of termination, the Director agrees that he will not interfere with Ohio State's coaches, athletic staff or student-athletes or otherwise obstruct Ohio State's ability to transact business. If the Director violates this provision, the Director will not be entitled to any payments under Section 5.2 and will be required to return any that have been disbursed.

5.8 Recovery of Bonus and Supplemental Compensation. In the event this Agreement is terminated by Ohio State, the Director shall repay to Ohio State all supplemental compensation received by the Director for the achievement of any Exceptional Achievement as set forth in Sections 3.3 and 3.4, if such achievement is subsequently vacated by Ohio State or the NCAA, if such vacation is due, in whole or in part, to the wrongful actions of the Director or an Ohio State head coach, as determined by Ohio State or the NCAA.

6.0 **Board of Trustees**

This Agreement shall be subject to the approval of Ohio State's Board of Trustees. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of Ohio State's annual operating budget by Ohio State's Board of Trustees and the sufficiency of legislative appropriations.

7.0 **Waiver**

No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of this Agreement shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.

The financial consequences of termination of this Agreement or suspension thereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause or suspension effected in accordance with the procedures established this Agreement, neither the Director nor Ohio State shall be entitled to receive, and each hereby waives any claim against the other and their respective officers, Board of Trustees, directors, agents, employees, successors, heirs and personal representatives, for consequential damages allegedly sustained by reason of any alleged loss of business opportunity, loss of perquisites, loss of outside income, or expectation income, or damages allegedly sustained by reason of alleged humiliation, emotional distress, defamation or loss of consortium resulting from the fact of termination, the public announcement thereof or the release by Ohio State or the Director of information or documents which are required to be released by law. The Director acknowledges that in the event of termination of this Agreement for cause or otherwise, or suspension, hereunder, he shall have no right to occupy the position of the Director and his sole remedies are provided herein and shall not extend to injunctive relief.

8.0 **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

9.0 **Assignment**

Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which shall not be unreasonably withheld.

10.0 **Governing Law and Jurisdiction**

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this Agreement must be brought in a court of competent jurisdiction in the State of Ohio.

11.0 **Material Inducement**

As a material inducement to Ohio State to execute and perform this Agreement, Director represents and warrants the following:

a. Neither he nor any person acting on his behalf knowingly misrepresented material information, knowingly withheld material information, or knowingly provided incomplete or false material information during Ohio State's process of interviewing and hiring Director;
b. Director has disclosed to Ohio State all material information known to him concerning

previous NCAA, conference, or institutional rules violations or potential violations committed by him or any coach, staff member, or other person under his direct or indirect control at any other NCAA member institution prior to the date on which he executed this Agreement;

c. Director has no knowledge of or reasonable cause to believe there exists an unreported violation or potential violation of any Governing Athletic Rules or university rules by any assistant coach, staff member, or any other person associated with Director's previous football programs prior to the date on which he executed this Agreement;

d. Director has not knowingly furnished the NCAA or Ohio State with false, misleading or incomplete information concerning his, any assistant coach's, any staff member's, or any other person's involvement in or knowledge about matters relevant to a possible violation of an NCAA regulation or university rules or regulation when requested to do so by the NCAA;

11.1 Director agrees that a breach of any representation or warranty contained in Section 11 shall be a material breach of this Agreement that is not capable of being cured, and Ohio State in its sole and reasonable discretion may elect to terminate Director's employment for just cause upon written notice to Director. Prior to the effective date of termination of Director's employment pursuant to this Section 11, Ohio State shall afford Director notice and an opportunity to meet personally with the President within 24 hours of such notice to respond to the proposed termination.

11.2 Upon termination of Director's employment pursuant to this Section 11, all obligations of Ohio State to Director under this Agreement (including the obligation to provide any compensation and other payments or benefits under Section 3) other than earned or accrued but unpaid compensation shall cease as of the termination date. Director shall not be entitled to further salary, compensation, benefits, perquisites, or any other athletically related income or benefits derived by virtue of Director's position as Senior Vice President and The Wolfe Foundation - Eugene Smith Endowed Athletics Director from Ohio State (except for payments earned or accrued prior to the effective date of termination).

11.3 Director agrees that nothing in this Section 11 shall be construed to conflict with or limit Ohio State's rights set forth in any other Section of this Agreement.

12.0 <u>Force Majeure Event</u>

When an occurrence beyond a party's reasonable control and not preventable through the exercise of diligence, whether or not foreseeable, including but not limited to fire; flood; disease; epidemic; pandemic; quarantine; other outbreaks of disease (whether such disease. epidemic. pandemic. or quarantine is due to an organism/vector now known or novel at the time of such outbreak); national or regional emergencies (declared or undeclared); governmental order. regulation or action: civil commotion or disorder; war (declared or undeclared); riot; terrorism (foreign or domestic); embargoes; disaster; strikes (except those involving a party's employees or agents); financial crisis; economic downturn; acts of God; or any other occurrence that is beyond a party's control occurs, is implemented, or becomes effective during the Term of this Agreement (an "Event'") and makes it deleterious. illegal, impossible. unsafe (or gives rise to a health risk). impracticable. onerous, or unreasonably burdensome for either party to proceed with or continue performance (in whole or in part), then upon timely written notice by the affected party, the parties shall negotiate in good faith a mutually agreed upon resolution ("Resolution") for the period of the Event. Such Resolution shall be in a written document signed by both parties. Once the Event concludes, the parties shall terminate the Resolution in writing.

12.1 In the event the parties cannot agree upon a Resolution within fourteen (14) days of either party's issuance of a notice of an Event, then Ohio State may unilaterally elect to:

a. make a downward adjustment in the Director's Base Salary as described in Section 3.1(a) and Media, Promotions, and Public Relations compensation in Section 3.2 of this Agreement, provided that such adjustment shall not exceed twenty-five percent (25%) of Director's Base Salary and Media, Promotions, and Public Relations compensation, for a specific period of time, and not to exceed six months if Ohio State determines that the Event has a significant detrimental effect on available funding for Ohio State athletic programs:
b. delay payment of up to fifty percent (50%) of the Director's Base Salary as described in Section 3.1(a) and Media, Promotions, and Public Relations compensation in 3.2 for a period not exceeding twelve (12) months. without any requirement for Ohio State to pay any interest, penalty, delay tee, catch-up amount or any other fee for the delay. if Ohio State determines that the Event has a significant detrimental effect on available funding for Ohio State athletic programs; or
c. terminate the Agreement "for cause." as described in Section 5.1 of this Agreement, if the Event creates a serious financial exigency for Ohio State athletic programs. For purposes of this section. serious financial exigency means a projected decrease in the Athletic Department total revenue for the current fiscal year of more than 20% as compared to the Athletic Department total revenue for the immediately preceding fiscal year.

13.0 Entire Agreement; Amendments

This Agreement constitutes the entire agreement of employment between the parties and supersedes all prior understandings, letters and agreements, written or oral, with respect to the subject of employment. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

14.0 Background Check

Ohio State is required to conduct a background check on Director pursuant to Office of Human Resources Policy 4.15. Director's employment is contingent upon Ohio State's verification of credentials and acceptable review of other information as determined by Ohio State, including but not limited to a criminal background check.

15.0 Notice

Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party.

Unless hereinafter changed by written notice to the Director, any notice to Ohio State shall be sent to:

Office of the President
University Square South, 5th Floor
15 East 15th Avenue
Columbus, Ohio 43201

With a copy to:
Office of the Senior Vice President & General Counsel
University Square South, 5th Floor
15 East 15th Avenue
Columbus, Ohio 43201

Unless hereinafter changed by written notice to Ohio State, any notice to the Director shall be hand-delivered to the Director or delivered or mailed to the following address or home address on file:

Ross Bjork
[redacted]

16.0 Tax Advice /Internal Revenue Code Section 409A

Ohio State will not provide tax advice to the Director or the Director's beneficiaries regarding the tax effects of this Agreement, and does not make any promises or warranties regarding the tax treatment of any compensation or benefits described in this Agreement. Ohio State encourages the Director to consult with his own tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Sections 409A and 457(f) of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent. Each payment of compensation under this Agreement shall be treated as a separate payment of compensation for purposes of applying the exclusion from Section 409A of the Code for certain short-term deferral amounts. Ohio State does not promise or guarantee any specific tax outcome, and shall not be liable for any additional tax, interest, penalty or damages that may be imposed on Director by any section of the Code or Internal Revenue Service.

This Agreement is signed by the parties or their duly authorized representative to be effective as of July 1, 2024.

THE OHIO STATE UNIVERSITY

Walter E Carter

Walter "Ted" Carter, Jr.
President

Date: 1/15/24

DIRECTOR

Ross Bjork

Ross Bjork

Date: 1/15/24