



May 25, 2016

TO: The Board of Trustees of the University of Oregon

FR: Angela Wilhelms, Secretary of the University

RE: Notice of Board Meeting

The Board of Trustees of the University of Oregon will hold a meeting on the date and at the location set forth below. Topics at the meeting will include: seconded motions and referrals from June 2, 2016, committee meetings; presidential report; end of year reports from ASUO and the University Senate; the University of Oregon Foundation; and the “Clusters of Excellence” initiative.

The meeting will occur as follows:

**Thursday, June 2, 2016 – 12:30 pm**  
Ford Alumni Center, Giustina Ballroom

The meeting will be webcast, with a link available at [www.trustees.uoregon.edu/meetings](http://www.trustees.uoregon.edu/meetings).

The Ford Alumni Center is located at 1720 East 13th Avenue, Eugene, Oregon. If special accommodations are required, please contact Amanda Hatch at (541) 346-3013 at least 72 hours in advance.

BOARD OF TRUSTEES

6227 University of Oregon, Eugene OR 97403-1266 T (541) 346-3166 [trustees.uoregon.edu](http://trustees.uoregon.edu)

*An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act*

**Board of Trustees of the University of Oregon**  
**Public Meeting**  
**12:30 pm – June 2, 2016**  
**Ford Alumni Center, Giustina Ballroom**

**12:30 pm (other times approximate) – Convene Public Meeting**

- Call to order, roll call, verification of quorum
- Opening remarks
- Approval of March 2016 minutes (Action)
- Public comment

*Those wishing to provide comment must sign up advance and review the public comment guidelines either online (<http://trustees.uoregon.edu/meetings>) or at the check-in table at the meeting.*

**1. End of Year Reports**

- University Senate, 2015-16 President Randy Sullivan
- Associated Students of the University of Oregon, 2015-16 President Helena Schlegel

**2. President's Report, President Michael Schill**

**3. Seconded Motions and Resolutions (Actions)**

- Seconded Motion from FFC: AY2016-17 expenditure authorization (pending June 2 committee action)
- Seconded Motion from FFC: Naming of certain facilities (pending June 2 committee action)
- Seconded Motion from FFC: Multimedia license agreement (pending June 2 committee action)

**4. University of Oregon Foundation Overview, University of Oregon Foundation President and CEO Paul Weinhold**

**5. University "Clusters of Excellence" Initiative – Update, Provost and Senior Vice President Scott Coltrane, Vice President for Research Brad Shelton**

**Meeting Adjourned**



## Agenda Item #1

### End of Year Reports

#### Written Reports:

Incoming Senate President

Incoming ASUO President (Forthcoming)

**MEMORANDUM**

May 19th, 2016

**TO:** Angela Wilhelms, Secretary of the University

**FROM:** Randy Sullivan, University Senate President

**RE:** University Senate Written Report for 6/2/2016 Board Meeting

---

Once again, the Senate has been very busy since the last board meeting. We have still been meeting almost every two weeks when school is in session and I am still so proud of the effort and engagement of the senators and of their commitment to our university. I also remain grateful to you for your continuing service to our university.

The senate has acted on several core academic issues including:

- Revision of the Academic Classification and Rank policy and the Sabbatical Leave policy to more effectively align them with the UAUC Collective Bargaining Agreement. [Senate Employment Matters Work Group and Senate Executive Committee] Kudos to Ron Bramhall of Academic Affairs and Michael Dreiling for helping to develop a new and effective model of faculty/administration collaboration for the development of policy.
- Approval of a new M.S. program in Sports Product Design. [Graduate Council]
- Revision of the membership of the Graduate Council to better coordinate with the Committee on Courses in order to facilitate the program approval process. [Senate Executive Committee]
- Revision of the policy on the conferral of posthumous degrees. [Academic Affairs]
- Approval of an initial policy on undergraduate online and hybrid courses to ensure the quality of student engagement. [Academic Council]
- Approval of policies clarifying and regulating the scheduling of examinations outside of regular class time and major/minor/certificate/program course overlap [Undergraduate Council]
- Approval of a policy on to protect the confidentiality of student health care and survivors' services information. [General Counsel's Office]
- Repeal of six obsolete OUS academic policies as part of our continuing "policy rollover" efforts. Great work by Chuck Triplett. [Senate Curriculum Work Group]

- And of course, approval of the truly Herculean labors of the Committee on Courses, led by Frances White, who vet a huge number of new or revised courses each term and forward them to the senate for approval.

In addition, the senate hosted discussions on topics of interest and concern to the community, including:

- The impact of state initiatives in accelerated learning on academic quality and completion rates.
- Issues concerning the implementation of the mandatory live in policy for all new incoming students.
- An update on the continuing efforts of Divest UO to persuade the UO Foundation to divest from fossil fuels. (The senate voted unanimously in favor of divestment last year, so we have an institutional interest in the outcome of this contention.)
- A report from our Faculty Athletics Representative, Tim Gleason.
- At our last meeting, we hope to hear a report from the Academic Council on academic continuity in the event of an emergency or unexpected interruption of instructional services.

Lastly, there are some issues that remain unresolved at the end of the year that will have to continue into the next academic year:

- The senate and President Schill have moved closer on a code of ethics policy but were unable to agree on the exact wording before other pressing issues forced us to postpone further discussions until the fall.
- The last three meetings have included lengthy discussions and debate concerning a proposed responsible employees policy that mandates the reporting of sexual assault and other civil rights violations by university employees. Many members of the campus community feel very strongly about this issue and are divided as to what is the best way to move forward. The senate deliberations reflected that division and after long and heartfelt discussion, the senate defeated the proposed policy by one vote. We trust that President Schill will continue to work to lead the community in finding a way forward that will both protect our students and other vulnerable members of our community and respect the rights of survivors. The senate is deeply grateful to the efforts of Professors Carol Stabile and Jennifer Freyd for their hard work and for their untiring advocacy on behalf of the UO community.

Go Ducks!

Randy Sullivan



Members of the Board,

This year has been an exciting year for the ASUO! We have worked in coordination with the UO administration and other campus entities in order to make significant progress in important areas on campus. We also just recently concluded the process of selecting a new Dean of Students, which brings exciting opportunities for the future!

After hosting a forum last fall and developing a more solid understanding of the campus security issues, we have created a survey which will be conducted across the student population. This research seeks to identify gaps in communication between Enterprise Risk Management, as well as highlight immediate security concerns which should become a part of the planning process of ERM. Though we currently do not feel that our campus is up-to-date neither in emergency response planning, nor in providing classroom environments which are safe by means of cultural competency and inclusion, we hope to identify key factors which can be improved in one realm, while future ASUO officials can continue to work on creating a culturally competent campus community.

Our work with the Tuition Transparency Team has produced the most traction here on campus. With over 1,000 students participating in forums, outreach, petitions, and sharing testimony, we learned that the tuition increase passed this year was not feasible to put on students, and will be damaging for incoming and continuing students alike. This campaign is continuing to work to educate the entire student population on how the tuition setting process works, as well as identify what can be done in the future in order to provide more alternatives for tuition increases, or how to best prepare financially for the fact that, as President Schill always says, tuition will always go up.

This year has also been an exciting one for accessibility on campus. Recently we saw that many folks on campus worked hard to create the disability studies minor, which will be first offered starting this fall term. Additionally, students and faculty have been coordinating in the Education School to promote Project Amplify My Professor in order to provide more accessible classrooms for students who identify as deaf or hard of hearing.

Lisa Weiss, our Accessibility Advocate, has worked hard with the AccessABILITY Student Union to create a prominent role for the ASUO in accessibility allyship and advocacy. A new phone beta app has been developed in which a group of students can identify accessible pathways and building entries on campus, as well as label the locations of gender inclusive restrooms. These updates are sent to the Infographics Lab, who in turn updates the entire map on the website and UOOregon app. Hopefully, in the future, these features of labeling the map, as well as more

labeling options, will be available to anyone with the UOregon app. Additionally, Lisa coordinated with Nocona and Jene from AASU to bring guest speaker Reveca Tores to campus for a discussion on spinal cord injury and overall inclusion. A new policy was written by this coalition that will go to student referendum next year, which will incorporate Universal Design into the operating procedures of the ASUO. And finally, this group put together a flipbook of accessible resources on campus and worked with the Accessible Education Center to have the flipbook hosted online in a format that is fully accessible for people who identify as being blind or low vision.

Finally, we have coordinated research throughout the year, as well as paired with the ROAR to find a feasible opportunity to host a food pantry on campus in the new EMU. Though this will not address the systemic problems of why students are unable to afford nutritious food (high tuition, book costs, high cost of housing near campus, etc.), we think that this will be an opportunity to mitigate, to a certain extent, the results of this serious issue of student hunger.

There have been many other successes throughout the year. We have shown up and participated in University committees throughout the year and have grown a larger understanding of various policies and procedures throughout this campus. We have been in recent conversations with the administration regarding the funding mechanism for the upcoming health and counseling center renovation project, and many other future endeavors of the University.

It has been an exciting year full of being students, learning, working, and establishing relationships. We are proud of what has been done, and look forward to seeing what Quinn's team accomplishes next year, and what comes even after that.

---

**Helena Schlegel | President | Associated Students of the University of Oregon**

**Email: [asuopres@uoregon.edu](mailto:asuopres@uoregon.edu) | Cell: (520) 548-2576**

## **Candidate statement for UO Senate Vice President and President-Elect.**

**Bill Harbaugh, Professor of Economics. June 2, 2015.**

I was hired by UO 20 years ago. I love this university, I'm not leaving, and so I want to make this a better place. I know many of you very well, and I know that this same desire motivates faculty, staff, and OAs to give their time and effort to shared governance.

Our university has fallen on hard times. We're on our 6th president in 6 years. The Johnson Hall org chart is full of interim and acting deans and VPs. We just lost our provost to another university, and several other good administrators as well. And it's too sad to talk about the many great faculty that have left or are leaving. The administration has made many bad decisions over the years, decisions which have harmed UO's academic reputation and performance.

Our State funding will recover a little, but from a very low level. Our federal research funding is not very good, and it's not increasing at the rate it needs to. Our numbers of graduate students are actually decreasing. We are dependent on out-of-state student tuition, and that's a competitive market that limits our revenue.

I've been involved in faculty governance since 2007. I've served on the FAC, the Senate, the IAC, and many other committees including the ad hoc Senate Committee on Academic Freedom, which created an Academic Freedom Policy for UO that is perhaps the strongest in the country, and which applies to all senate constituencies. I started the Senate Transparency Committee, and I worked with Nathan Tublitz and the administration to create the "Financial Transparency Tool" on Duckweb, to give all UO employees some basic information about where our university's money was being spent.

As you all know I've been "the elephant in the room" for the UO administration since I started the UO Matters blog in 2009, and I know I need to address how I will be able to work effectively with the UO administration if I'm elected Senate President, given that history. For that reason I am explaining why I started the blog and why I will change it if elected.

I started UO Matters in 2009 because I knew that the faculty could not effectively use shared governance to deal with the chaos in our central administration without information. Over the past 6 years I've spent more of my time and money than I want to think about, trying to get that kind of information out of Johnson Hall, and put it out where the faculty could see it, discuss it, and try to use it to make UO better.



I know that not everyone reads UO Matters, but looking at the page view counts more people now get their information from it than from the administration's "Around the O" press releases. I also know that some people believe the blog is divisive, not constructive. The administration has called it "anti-university". I completely disagree with that claim. I focus on the things that are broken at UO because I want to get them fixed, and the blog was the most effective tool I had for helping do that.

I've had a few successes, and the information I've made public has helped many other people take actions to improve UO. I'd mention how the blog became the focal point for the opposition to Pernsteiner and Kitzhaber's secret plan to fire Richard Lariviere - except we lost that one. I used Oregon's public records law and the help of the state DOJ to get documents on a secret change to UO's overhead policy that was saving the athletic department millions of dollars, at the expense of the academic side. When I reported that to the state auditors, the administration eventually backtracked, and made the athletic department pay something more closely related to the costs of the services UO provides them - about \$500K more a year, saved for the academic budget.

I've kept the university informed about the Senate and about the actions of the administration and the Board of Trustees when they have made moves to weaken shared governance without our knowledge, and that information has been used very effectively by others to preserve shared governance.

We now have a new independent Board, which the state has given unprecedented power and responsibility. I've met with about half of the trustees, and I believe them when they say that they want to make UO a better academic university. I'm not going to be a Pollyanna about the board - we've already had some tough times with them, and there will be more tough decisions and disagreements about how to move UO forward. But they are new at this, and they've backed their words with their time and effort and with some generous donations of their money to the academic side.

We've got a new president, whom I have also met with. He's a scholar, he's ambitious for himself and for us, and I think he wants the same things for this university that we want. His first action has been a reorganization of the General Counsel's office - and it's hard to think of a better or more important first step. Obviously there will be other administrative changes coming as the many interim slots are filled with new Deans and VPs.

If I'm elected I will have to work effectively with the Board, the new administration, and those who continue to work in Johnson Hall. This will require some fence-mending on my part, and some changes to UO Matters. I don't yet know how I will work those out, but I know that I won't be able to be as publicly outspoken a critic as I have been if I am going to be able to work

cooperatively with the administration, and the Senate President cannot be effective without working cooperatively.

I've always said that the UO administration could make UO Matters irrelevant any time they wanted to, by being more open and transparent with the faculty, and honestly consulting with the university community before making important decision. I think that day is coming. I certainly hope it is.

If I'm elected, my role will start as Senate VP this year. I know that Randy Sullivan has plans to improve the efficiency of Senate operations, and I'll work to help him do that, and support him in every other way I can. My first job will be to keep the wheels of shared governance turning. The Senate has a plethora of important committees that need committed chairs and members, and the Senate VP is chair of the Committee on Committees. So if you vote for me, expect me to retaliate swiftly, by asking you to serve.

On more specific items, the Senate will of course need to do its basic work on evaluating and approving courses and programs, and running tenure and promotion evaluations. Fortunately we have a strong committee structure set up for this, and many experienced faculty.

The Senate must also become involved with our upcoming reaccreditation, and must identify and address issues with undergraduate, graduate, and professional education at UO. We also need a policy for evaluating and approving on-line courses.

Beyond this, the Senate needs to have the ability to influence budgetary decisions that affect academic matters. From what I can tell we have not had any influence over the budget in years. This is not a healthy or a normal situation. The university administration can't be allowed to change the budget model without consulting with the Senate. And they can't be allowed to break that budget model by reallocating funds in secret. If I'm elected I intend to start working on this problem immediately.

Last I want to say something about the broken relationship between athletics and academics at UO. The university needs to figure out how to make the success of the Duck athletic program and the enormous resources that have been poured into it work for the benefit of the academic side. This has to go beyond branding and window-dressing. The Senate needs to be part of that process. If I'm elected I will work to start a new Athletics Task Force along the lines of the 2000-2004 one, composed of people from all UO constituencies, and including people with a stake in both athletics and academics, with the goal of making this happen.



## Agenda Item #2

### President's Report

*There are no materials for this section*



## Agenda Item #3

### Seconded Motions and Resolutions



## NAMING OF CAMPUS FACILITIES

### Berwick Hall and the Bowerman Track and Field Complex

#### **Introduction**

University policy stipulates that the Board of Trustees must approve the naming of any university buildings or outdoor areas in recognition of individuals or organizations. (See Policy I.01.01, Section 1.7.1.) Two such requests are now before the Board at the recommendation of President Schill. These requests originated with University Advancement and were presented to the Faculty Advisory Council for its input.

#### **Berwick Hall**

Plans are underway for a new state-of-the-art facility that will formally house the Oregon Bach Festival (OBF), one of the UO's most well-known cultural offerings. The facility will provide much needed office, rehearsal and collaborative space for staff and artists. President Schill, in coordination with University Advancement and the Oregon Bach Festival, formally requests that this facility be named **Berwick Hall**, in honor of Phyllis and Andy Berwick.

The Berwicks have been long-time supporters of the OBF and Andy has been involved in this project since its inception. The Berwicks are dedicated to the OBF's mission of classical music outreach and education. In addition to their generous financial contributions, the Berwicks have been lead volunteers in many OBF projects, including the creation of the Conductor's Society giving club, the OBF endowment initiative, and—most recently—the Berwick Academy, which provides orchestral training in period music for graduate students and young professionals. Andy has served on the Friends of the Festival board and is currently a trustee of the UO Foundation. The Berwicks have given more than \$6 million toward the construction of the OBF building.

#### **Name**

Construction is set to begin this fall on renovations to the UO's track complex, which houses Historic Hayward Field. The state-of-the-art facility, located near the heart of campus, will honor the storied history of track and field at the university, including contributions of the legendary Bill Bowerman – an alum (class of 1935) and longtime head coach of Oregon Track and Field (24 years). Bowerman's legacy and inspiration as a coach, teacher, leader and inventor still permeates the University of Oregon, the State of Oregon, the NCAA, USA Track and Field, and athletics worldwide.

President Schill, in coordination with University Advancement and Department of Intercollegiate Athletics, formally requests that the overarching facility be named the **Bowerman Track and Field Complex**.

It is important to note that this does not impact the name of Historic Hayward Field. Rather, Historic Hayward Field will live and thrive as part of the Bowerman Track and Field Complex – a destination at which athletes around the world, and in high schools throughout right here in Oregon, dream of competing.

**Board of Trustees of the University of Oregon**

**Resolution: Naming of Certain University Facilities  
(Berwick Hall and the Bowerman Track & Field Complex)**

Whereas, the University of Oregon wishes to recognize Andy and Phyllis Berwick for their longtime support of and generosity toward the University of Oregon, the Oregon Bach Festival (OBF) and the new OBF facility in particular;

Whereas, the University of Oregon wishes to honor the legacy of Bill Bowerman and his contributions the sport of track and field, particularly at the University of Oregon;

Whereas, Section 1.7.1 of the University of Oregon's Policy on the Retention and Delegation of Authority requires approval by the Board of Trustees (the "Board") for the naming of any university building or outdoor area in recognition of individuals;

Whereas, it is the Board's intention to name the certain facilities, for the life of those facilities, in honor of the Berwicks and the late Bowerman; and,

Whereas, the Finance and Facilities Committee referred this matter to the full Board as a seconded motion, recommending passage.

Now, therefore, the Board of Trustees of the University of Oregon hereby approves the following:

1. RESOLVED, the Board of Trustees hereby names the new OBF facility **Berwick Hall**; and,
2. RESOLVED, the Board of Trustees hereby names the university's track and field complex **the Bowerman Track and Field Complex**.

*--Vote Recorded on Following Page--*

Trustee	Yes	No
Ballmer		
Bragdon		
Chapa		
Colas		
Curry		
Ford		
Gary		
Gonyea		
Kari		
Lillis		
Paustian		
Ralph		
Wilcox		
Willcox		

Dated: \_\_\_\_\_

Recorded: \_\_\_\_\_

The Board of Trustees has the responsibility of approving a budget and related expenditure authorizations for each fiscal year. The 2017 fiscal year (FY17) begins July 1, 2016 and runs through June 30, 2017. Attached is a resolution proposed by President Schill and Vice President for Finance and Administration/CFO Moffitt for capital and operating expenditure limitations for FY17.

Below are key takeaways for the FY17 Expenditure Authorization Report as identified by the CFO:

- Total FY17 operating expenditures are projected to be \$506.0 million for the E&G fund and \$966.1 million for all funds. This represents a 3.8% increase from FY16 for the E&G fund and a 3.1% increase from FY16 for all funds. Projected revenue is expected to fully cover these increased expenditures.
- In the E&G fund, major cost drivers for FY17 include:
  - Salaries and wages up \$8.7 million (3.4%). This is due to labor/salary increase packages for faculty and staff, new positions related to cluster hires, strategic initiative hires, and new tenure-track faculty, offset by cost savings related to non-tenure track faculty and staff reductions.
  - OPE (benefits) up \$5.0 million (3.6%). This is due to the increase in the salary and wage base plus projected \$2.2 million (4.3%) increase in health insurance. Please note that while there is no PERS increase next year (FY17), we expect a significant PERS increase in FY18.
  - Supplies and services (S&S) up \$2.5 million (3.2%). This is due to increases in institutional expenses (debt, leases, assessments, utilities), IS strategic technology investments, and departmental expenses, offset by cost savings related to administrative budget cuts.
  - Capitalized equipment up \$1.7 million (31%). This is due to IS strategic investments.
  - Net transfers Out up \$0.5 million (5%). This is due to transfers associated with building projects.



*This resolution will be before the Board of Trustees pending June 2, 2016 FFC action.*

- In the E&G fund, major FY17 incremental revenue includes:
  - State appropriation up \$2.3 million (3.5 %). This is due to the normal increase expected in the second year of the biennium. State funds are generally distributed 49% in the first year and 51% in the second year.
  - Tuition and fee revenue up \$15.9 million (4.0%). This is due to the FY17 tuition increase which generated \$13.5 million, as well as increases in graduate tuition revenue due to enrollment projections and AAA grad tuition change, and increases in continuing education and study abroad revenue
  - There are no significant changes projected in any other revenue streams.
- Total FY17 capital expenditures are projected to be \$83.7 million. Please note that the figures on the report represent the expenditures expected during FY17, not the total budget for that project. Projected expenditures for FY17 are lower than the last two years. This is not due to a decrease in capital construction activity, but rather a timing issue related to major projects.

**FY17 Projected Operating Budget Expenditures**

<b>FY17 Projected Expenditures</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds ***</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
Salaries and Wages	\$260,828,000	3.4%	\$134,097,000	2.9%	\$394,925,000	3.3%
OPE (Benefits)	\$143,163,000	3.6%	\$62,391,000	3.7%	\$205,554,000	3.6%
Supplies and Services	\$81,740,000	3.2%	\$198,762,000	3.3%	\$280,502,000	3.2%
Capitalized Equipment	\$7,203,000	31.0%	\$2,200,000	0.0%	\$9,403,000	22.1%
Student Aid	\$2,000,000	0.0%	\$63,700,000	-1.5%	\$65,700,000	-1.4%
Net Transfers	\$11,020,000	5.0%	(\$1,000,000)	64.1%	\$10,020,000	1.3%
<b>Total</b>	<b>\$505,954,000</b>	<b>3.8%</b>	<b>\$460,150,000</b>	<b>2.4%</b>	<b>\$966,104,000</b>	<b>3.1%</b>

<b>FY16 Projected Q3 Expenditures</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds ***</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
Salaries and Wages	\$252,167,000	5.1%	\$130,280,000	1.7%	\$382,447,000	3.9%
OPE (Benefits)	\$138,160,000	3.6%	\$60,188,000	3.1%	\$198,348,000	3.5%
Supplies and Services *	\$79,229,000	6.8%	\$192,487,000	-1.1%	\$271,716,000	1.1%
Capitalized Equipment	\$5,500,000	-4.8%	\$2,200,000	-49.4%	\$7,700,000	-23.9%
Student Aid **	\$2,000,000	-55.8%	\$64,645,000	4.2%	\$66,645,000	0.1%
Net Transfers	\$10,500,000	44.0%	(\$609,409)	-112.2%	\$9,890,591	-19.5%
<b>Total</b>	<b>\$487,556,000</b>	<b>4.9%</b>	<b>\$449,190,591</b>	<b>-0.7%</b>	<b>\$936,747,000</b>	<b>2.1%</b>

<b>FY15 Actual Expenditures</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds ***</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
Salaries and Wages	\$239,906,266	7.8%	\$128,048,928	6.1%	\$367,955,194	7.2%
OPE (Benefits)	\$133,321,208	7.0%	\$58,366,189	2.4%	\$191,687,397	5.6%
Supplies and Services	\$74,150,169	2.8%	\$194,601,721	-4.9%	\$268,751,890	-2.9%
Capitalized Equipment	\$5,776,409	32.9%	\$4,346,125	75.4%	\$10,122,534	48.4%
Student Aid	\$4,527,042	79.3%	\$62,049,537	-2.0%	\$66,576,579	1.1%
Net Transfers	\$7,290,091	13.6%	\$4,993,342	462.8%	\$12,283,433	68.1%
<b>Total</b>	<b>\$464,971,185</b>	<b>7.5%</b>	<b>\$452,405,842</b>	<b>0.8%</b>	<b>\$917,377,027</b>	<b>4.1%</b>

**NOTES**

\* - Merged UO Study Abroad Programs with AHA International, and moved the AHA funds from DO into E&G (\$3.7M) to consolidate the budgets into a new org, Global Education Oregon

\*\* - Reclass scholarships to remissions

\*\*\* - Expenditures Report does not include Depreciation, Plant Funds or Internal Bank

**FY17 Projected Operating Revenue**

<b>FY17 Projected Revenue</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds **</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
State Appropriation	\$67,499,000	3.5%	\$1,716,000	0.0%	\$69,215,000	3.4%
Tuition and Fees	\$408,380,000	4.0%	\$49,554,000	5.3%	\$457,934,000	4.2%
Gifts Grants & Contracts	\$350,000	0.0%	\$171,003,000	0.0%	\$171,353,000	0.0%
ICC Revenue	\$20,000,000	-1.5%	\$0	0.0%	\$20,000,000	-1.5%
Federal Student Aid	\$0	0.0%	\$24,500,000	0.0%	\$24,500,000	0.0%
Interest and Investment	\$5,110,000	0.0%	\$14,526,000	2.0%	\$19,636,000	1.5%
Internal Sales	\$100,000	0.0%	\$47,714,000	0.0%	\$47,814,000	0.0%
Sales & Services	\$2,922,000	0.0%	\$151,528,000	3.1%	\$154,450,000	3.0%
Other Revenues	\$2,029,000	0.0%	\$4,455,000	0.0%	\$6,484,000	0.0%
Transfers From Ore State Agencies	\$0	0.0%	\$7,000,000	-7.9%	\$7,000,000	-7.9%
<b>Total</b>	<b>\$506,390,000</b>	<b>3.7%</b>	<b>\$471,996,000</b>	<b>1.4%</b>	<b>\$978,386,000</b>	<b>2.6%</b>

<b>FY16 Projected Q3 Revenue</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds **</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
State Appropriation	\$65,199,000	16.2%	\$1,716,000	0.0%	\$66,915,000	15.7%
Tuition and Fees	\$392,500,000	5.4%	\$47,061,010	-7.8%	\$439,561,010	3.8%
Gifts Grants & Contracts	\$350,000	4.0%	\$171,003,000	0.4%	\$171,353,000	0.4%
ICC Revenue	\$20,300,000	5.8%	\$0	0.0%	\$20,300,000	5.8%
Federal Student Aid	\$0	0.0%	\$24,500,000	0.5%	\$24,500,000	0.5%
Interest and Investment	\$5,110,000	-1.5%	\$14,240,855	1.5%	\$19,350,855	0.7%
Internal Sales	\$100,000	315.4%	\$47,714,000	-0.8%	\$47,814,000	-0.6%
Sales & Services	\$2,922,000	14.1%	\$147,028,000	-0.4%	\$149,950,000	-0.1%
Other Revenues	\$2,029,000	-15.3%	\$4,455,000	-3.4%	\$6,484,000	-7.5%
Transfers From Ore State Agencies	\$0	-100.0%	\$7,600,000	-0.2%	\$7,600,000	-3.5%
<b>Total</b>	<b>\$488,510,000</b>	<b>6.6%</b>	<b>\$465,317,865</b>	<b>-0.9%</b>	<b>\$953,827,865</b>	<b>2.8%</b>

<b>FY15 Actual Revenue</b>	<b>E&amp;G Funds</b>	<b>Annual Growth</b>	<b>Other Funds</b>	<b>Annual Growth</b>	<b>Total</b>	<b>Annual Growth</b>
State Appropriation	\$56,111,454	14.3%	\$1,716,016	2.7%	\$57,827,470	13.8%
Tuition and Fees*	\$372,366,154	0.3%	\$51,027,315	14.3%	\$423,393,469	1.0%
Gifts Grants & Contracts	\$336,508	-6.8%	\$170,380,639	-3.3%	\$170,717,148	-3.1%
ICC Revenue	\$19,185,870	4.5%	\$0	0.0%	\$19,185,870	-5.0%
Federal Student Aid	\$0	0.0%	\$24,381,695	0.0%	\$24,381,695	-1.1%
Interest and Investment	\$5,186,262	22.8%	\$14,026,438	0.0%	\$19,212,700	-14.6%
Internal Sales	\$24,075	-61.1%	\$48,097,528	0.0%	\$48,121,603	6.4%
Sales & Services	\$2,561,521	6.4%	\$147,595,117	3.0%	\$150,156,639	7.3%
Other Revenues	\$2,394,119	102.2%	\$4,612,553	0.0%	\$7,006,672	20.4%
Transfers From Ore State Agencies	\$259,292	5563.9%	\$7,615,280	0.0%	\$7,874,572	5.7%
<b>Total</b>	<b>\$458,425,256</b>	<b>2.6%</b>	<b>\$469,452,582</b>	<b>1.1%</b>	<b>\$927,877,837</b>	<b>1.9%</b>

**NOTES**

\* - Merged UO Study Abroad Programs with AHA International, and moved the AHA funds from DO into E&G (\$4.5M) to consolidate the budgets into a new org, Global Education Oregon

\*\* - Operating Report does not include Plant Funds or Internal Bank

### FY17 Capital Project Expenditure Budgets

Project	FY17 Budget	Source of Funds
Bach Festival Addition	\$ 7,200,000	Gifts
Chapman Hall	\$ 3,000,000	Bonds/Gifts
EMU Renovation	\$ 5,000,000	Bonds/Gifts
Gerlinger Hall	\$ 3,000,000	Bonds
Klamath Hall Renovation	\$ 3,000,000	Bonds/Match
McKenzie Hall	\$ 1,200,000	Bonds
Misc Capital Repair Projects	\$ 7,000,000	Bonds
Misc. Departmental Projects	\$ 4,000,000	Department Funds
New Residence Hall	\$ 35,000,000	Bonds
Pacific Hall CMER Labs	\$ 4,000,000	Bonds
Price Science Commons	\$ 2,000,000	Bonds/Gifts
Thompson Center	\$ 2,300,000	Bonds
Tykeson Hall	\$ 5,000,000	Bonds/Gifts
Bean Hall	\$ 1,000,000	Bonds/Departmental Funds
Oregon Hall	\$ 1,000,000	Bonds
<b>Total FY17 Projects</b>	<b>\$ 83,700,000</b>	

## **Board of Trustees of the University of Oregon**

### **Resolution: FY2017 Budget and Expenditure Authorizations**

Whereas, ORS 352.102(1) provides that the Board of Trustees (“Board”) may, subject to limitations set forth in that section, authorize, establish, collect, manage, use in any manner and expend all revenue derived from tuition and mandatory enrollment fees;

Whereas, ORS 352.087(1)(a) provides that the Board may acquire, receive, hold, keep, pledge, control, convey, manage, use, lend, expend and invest all moneys, appropriations, gifts, bequests, stock and revenue from any source;

Whereas, ORS 352.087(1)(i) provides that the Board may, subject to limitations set forth in that section, spend all available moneys without appropriation or expenditure limitation approval from the Legislative Assembly;

Whereas, ORS 352.087(2) requires, and the Board finds, that the budget of the University of Oregon be prepared in accordance with generally accepted accounting principles;

Whereas, 352.039(2) provides that the Board may perform any other acts that are required, necessary or appropriate to accomplish the rights and responsibilities granted to the Board and the University by law;

Whereas, the Board wishes to approve a budget and related expenditure authorizations for fiscal year 2017 (FY17); and,

Whereas, Finance and Facilities Committee has referred this matter to the Board as a seconded motion, recommending passage.

Now, THEREFORE, the Board of Trustees of the University of Oregon hereby approves the following:

1. An operating budget in the sum of \$966,104,000 is adopted for FY17. During FY17, the Treasurer of the University may expend or authorize the expenditure of this sum plus three percent, subject to applicable law. In the event that such expenditure authority is insufficient, the Treasurer may seek additional expenditure authority from the Executive and Audit Committee of the Board of Trustees.
2. A capital budget in the sum of \$83,700,000 is adopted for FY17. During FY16, the Treasurer of the University may expend or authorize the expenditure of this sum plus three percent, subject to applicable law. In the event that such expenditure authority is insufficient, the Treasurer may seek additional expenditure authority from the Executive and Audit Committee of the Board of Trustees.

3. The Treasurer may provide for the further delegation of the authority set forth in paragraphs 1 and 2.

Trustee	Yes	No
Ballmer		
Bragdon		
Chapa		
Colas		
Curry		
Ford		
Gary		
Gonyea		
Kari		
Lillis		
Paustian		
Ralph		
Wilcox		
Willcox		

Dated: \_\_\_\_\_

Recorded: \_\_\_\_\_

In 2008, the Department of Intercollegiate Athletics (Oregon Athletics) entered into a ten-year multimedia license agreement with IMG College, LLC (IMG)<sup>1</sup>. Oregon Athletics and IMG entered into negotiations on a contract extension, which would take effect July 1, 2016—superseding the current agreement for two years and extending the overall relationship through June 30, 2022. The revised agreement results in terms for the university more reflective of the current media rights marketplace.

Board approval is required for certain contracts when the anticipated value to the university is in excess of \$5 million. As noted below, the minimum payments from IMG to Oregon Athletics will exceed that threshold, thus board approval is respectfully requested by Oregon Athletics.

The agreement itself is in the final stages of negotiation and will be completed in time for it to be distributed (and posted) prior to the meeting as a supplemental document. It will ultimately be attached to the resolution as Exhibit A. Certain trade secret information will be redacted from the posted agreement in compliance with public records laws.

Key provisions are below.

<i>Duration</i>	Six years (July 1, 2016 – June 30, 2022)
<i>Guaranteed payments</i>	\$57 million over the six-year term
<i>Revenue sharing</i>	60% of revenue earned by IMG each year that is in excess of thresholds established in the agreement
<i>Exclusivity</i>	Exclusive, worldwide right for IMG
<i>Rights</i>	The agreement covers all multimedia facets such as, but not limited to, radio, signage, impacts and opportunities at events, and placement of advertisements/sponsorships on the Ducks' website

---

<sup>1</sup> IMG College is a subsidiary of IMG. Per the company's website, IMG "is a global leader in sports, events, media and fashion, operating in more than 25 countries. The company represents and manages some of the world's greatest sports figures and fashion icons; stages thousands of live events and branded entertainment experiences annually; and is the world's largest independent producer and distributor of sports media."

## **Board of Trustees of the University of Oregon**

### **Resolution: Approval of Multimedia Rights Agreement for Oregon Athletics**

Whereas, the University of Oregon Department of Intercollegiate Athletics (Oregon Athletics) wishes to enter into a multimedia rights agreement with IMG College (IMG) for purposes of an exclusive arrangement to manage media rights and other specific marketing elements for Oregon Athletics;

Whereas, the proposed agreement (attached hereto as Exhibit A) is for a duration of six (6) years and stipulates certain financial payments from IMG to Oregon Athletics, including minimum guaranteed payments of \$57 million (total) over six years and a schedule for certain revenue sharing payments;

Whereas, such agreements provide revenue to Oregon Athletics to help offset the cost of the institution's intercollegiate athletics program and maintain the department's self-sufficiency;

Whereas ORS 352.087(c) authorizes the Board of Trustees of the University of Oregon (Board) to make any and all contracts and agreements it deems necessary or appropriate;

Whereas, section 1.7.8 of the University's Policy on the Retention and Delegation of Authority requires Board approval of the execution of an instrument where anticipated value to the University of Oregon exceeds \$5,000,000; and,

Whereas, the Finance and Facilities Committee has referred this matter to the Board as a seconded motion, recommending passage;

Now, THEREFORE, the Board of Trustees of the University of Oregon hereby approves the following:

RESOLVED, the Board of Trustees hereby authorizes the President, or his designee(s), to enter into the marketing rights agreement between Oregon Athletics and IMG attached hereto as Exhibit A. The Board of Trustees also hereby ratifies all prior actions taken on behalf of the University related to the negotiation and execution of the aforementioned agreement.

*--Vote recorded on the following page--*



Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Trustee	Yes	No
Ballmer		
Bragdon		
Chapa		
Colas		
Curry		
Ford		
Gary		
Gonyea		
Kari		
Lillis		
Paustian		
Ralph		
Wilcox		
Willcox		

Dated: \_\_\_\_\_

Recorded: \_\_\_\_\_

(EXHIBIT A FORTHCOMING)



## Agenda Item #4

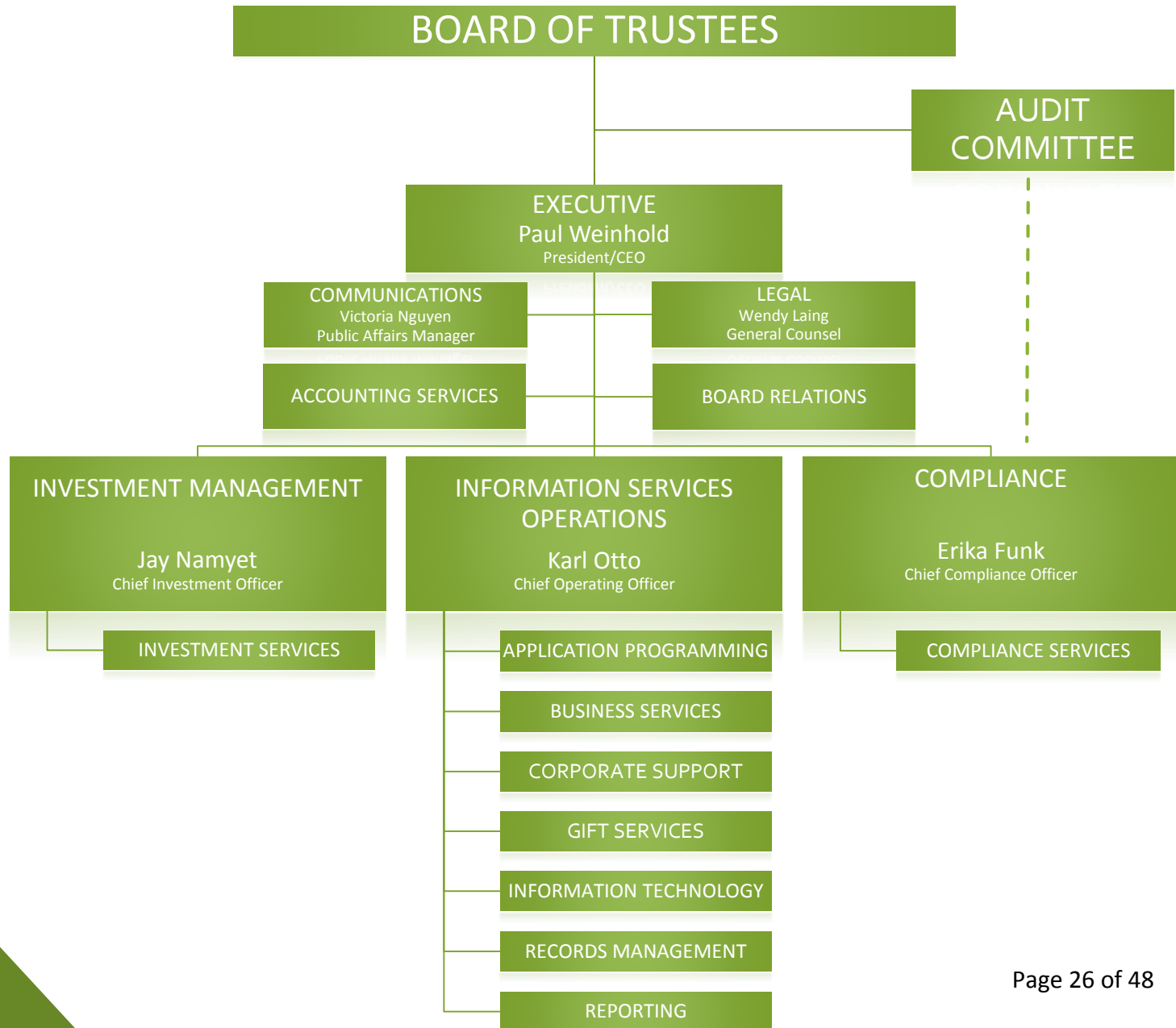
### University of Oregon Foundation Overview

## **Paul Weinhold**

### **President/CEO**

Paul has served as the President and CEO of the University of Oregon Foundation since 2009. He is a 1986 UO graduate and recipient of the Scholar Athlete Award. As a member of the UO golf team, he was named an honorable mention All-American in 1983. The University of Oregon honored him with the Leo Harris Award in 2006. The award is given to an alumnus letterman who has been out of college at least 20 years and has demonstrated continued service and leadership to the university.

A Eugene resident of more than 30 years, Paul has been actively engaged with numerous local nonprofit boards. He is a member of the founding board of Summit Bank, and currently serves as chair.





## Agenda Item #5

### University “Clusters of Excellence” Initiative Update

## **Faculty Excellence Cluster Hiring Initiative**

Scott Coltrane, Provost  
Brad Shelton, Interim Vice President for Research and Innovation  
June 2, 2016

### **Faculty Excellence Cluster Hiring Initiative**

- Why did we initiate cluster hiring?
  - For the UO to maintain its distinctive stature and advance its position we have to grow our faculty who do research and creative activities.
  - Hiring in small clusters allows us to realize significant faculty growth quickly in focused areas

## Goals of Cluster Hiring at UO

- Increase the number of outstanding tenure related faculty in high performing areas quickly.
- Enhance institutional metrics where the UO lags relative to peers
- Provide greater opportunities for diversity hires among tenure related faculty
- Expand the UO's footprint in the translational pipeline to address grand challenges

## Existing Clusters

A total of 34 proposals were submitted and ten were chosen for initial focus:

- Center for Genome Function
- Cluster to Amplify Excellence in Energy and Sustainable Materials
- Health Promotion, Obesity Prevention and Human Development
- Life at the Nanoscale
- Neurons to Minds
- Prevention and Interventions Sciences in Special Education
- Volcanology, Volcanic Hazards and Geothermal Energy
- Sports Product Initiative
- Sustainable Cities Initiative Research Hub
- Biological Networks

## Major sources of financial support

- Philanthropic Support
  - Health Promotion, Obesity Prevention and Human Development
- Institutional Support
  - Center for Genomic Function
  - Faculty Cluster in Chemistry and Physics to Amplify Excellence in Energy and Sustainable Materials
  - Neurons to Minds

## Other support for clusters

- Tim and Mary Boyle Gift provides financial support for three essential core research facilities that increase our ability to recruit and retain the world's best life scientist:
  - Aquatic Animal Care Services,
  - Genomics and Cell Characterization Core Facility,
  - Imaging Core (new)
- State funds are being leveraged with philanthropic and institutional funds to renovate portions of Klamath and Onyx research spaces to increase functionality and add laboratory space for new hires



## Status of Hires

### **Amplifying Excellence in Energy and Sustainable Materials (3 positions)**

- Two active offers out and in negotiations
- Search activity continues fall 2016

### **Center for Genome Function (3 positions)**

- First hire, start date September 2016
- Search activity continues fall 2016

### **Health Promotion, Obesity Prevention and Human Development (5 positions)**

- Three hires complete, start date September 2016
- Fourth hire in COE joins the cluster, start date September 2016
- Search activity continues fall 2016 for positions in biology and human physiology

### **Neurons to Minds (5 positions)**

- Search activity for 2 positions begins fall 2016

## Getting Started

Health Promotion, Obesity Prevention and Human Development cluster leader Professor Beth Stormshak brought new faculty to campus for a mini-conference and get-together May 6.



## Getting Started

Renovation of lab space to welcome Dr. Jeffrey McKnight, currently a Leukemia and Lymphoma Society Fellow at the Fred Hutchison Cancer Research Center, is underway and will be ready for him in September.





Proposal Title	Lead Dean	Lead Faculty Department(s)
<a href="#">A Faculty Cluster in Chemistry and Physics to Amplify Excellence in Energy and Sustainable Materials,</a>	CAS	<b>Chemistry &amp; Biochemistry</b> , Physics
<a href="#">Center for Genome Function</a>	CAS	<b>Biology</b> , Chemistry & Biochemistry, Physics
<a href="#">Health promotion, obesity prevention, and human development</a>	CAS, COE	<b>Counseling Psychology &amp; Human Services</b> , Biology, Human Physiology, School Psychology, Special Education & Clinical Services
<a href="#">Integrated Analysis of Biological Networks</a>	CAS	<b>Biology</b> , Anthropology, Chemistry, Computer & Information Sciences, Mathematics
<a href="#">Life at the Nanoscale</a>	CAS	<b>Chemistry &amp; Biochemistry</b> , Biology, Physics
<a href="#">Neurons to Minds (NtoM)</a>	CAS	<b>Psychology</b> , Biology
<a href="#">Prevention and Intervention Sciences in Special Education</a>	COE	<b>Special Education &amp; Clinical Sciences</b>
<a href="#">Sports Product Initiative</a>	AAA, LCB	Marketing, Management, Product Design
<a href="#">Sustainable Cities Initiative Research Hub</a>	AAA, Law	<b>Sustainable Cities Initiative</b> , Architecture, Law, Planning, Public Policy and Management
<a href="#">Securing National Prominence in Volcanology, Volcanic Hazards, and Geothermal Energy</a>	CAS	<b>Geological Sciences</b>



## I. Title: **A Faculty Cluster in Chemistry and Physics to Amplify Excellence in Energy and Sustainable Materials**

---

### II. Abstract:

The Center for Sustainable Materials Chemistry (CSMC) is a nationally demonstrated area of excellence housed at the UO. The Center is currently a \$20M project and is slated for Phase III renewal by the National Science Foundation in 2015. The proposed cluster hires will cement the UO as a top---five program in sustainable and energy materials and provide essential institutional match for the renewal proposal. Further, societal needs in energy and sustainability will drive research and funding trends over the foreseeable future. Addressing challenges in these important, high---impact areas requires collaboration between basic and applied scientists spanning disciplines, and strong connections to industry. We propose hiring three faculty members targeted to fill critical capability gaps and thus catalyze significant and sustained research growth. The UO will further establish itself as an international leader in energy and sustainable materials, enabling high---impact research and education that will transform society globally and invigorate regional economic development through CSMC's use---inspired research and student---centered innovation program.

### III. Proposing Faculty

**Name:**

S. Boettcher, DW Johnson, DC Johnson,  
J. Hutchison, R. Taylor, M. Deutsch

**Departments:** Physics and Chemistry & Biochemistry

**Cluster Coordinator:** Jim Hutchison

**Department:** Chemistry & Biochemistry

### IV. College/Units Involved

**Dean(s):**

Dana Johnston (CAS Associate Dean for Natural Science) Andrew Marcus (CAS Dean, Lead)

**Department(s):**

Chemistry & Biochemistry (Lead) Physics  
Materials Science Institute

### V. Number and Level of each New Position Proposed:

We propose **three** new positions for the cluster, one at *up to* the full professor level, one *at up to* the associate level, and one at the assistant level. Two of the three positions will be joint---appointed between chemistry and physics. We also propose that all positions have a partial appointment (10---40%) in "Interdisciplinary Applied Science" to seed a major effort in applied science. The areas are defined as: (1) thin film devices, (2) computational materials, and (3) inorganic Materials synthesis.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.

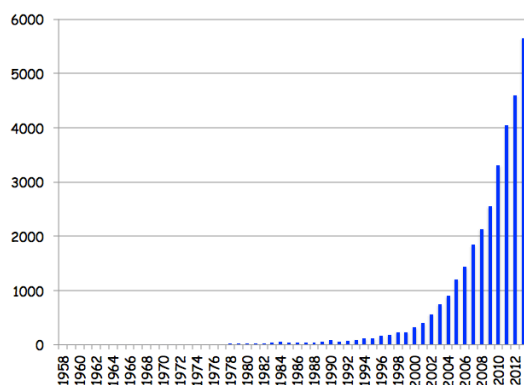
## I. Title: **Center for Genome Function**

---

### II. Abstract:

We propose a "cluster hire" to reestablish Oregon's preeminence in cutting-edge research on fundamental genetic mechanisms. Biological fields once driven primarily by individual investigators have matured to the point that they require interactive groups of experts to solve today's outstanding scientific problems in their more advanced states. We will build on our strengths and reputation to create a world-class center for integrated genetic and epigenetic studies, called the Center for Genome Function, focused on understanding processes that control the *function* of our genetic material (the "genome"). This area is currently of broad interest to scientists, journals, funding agencies and the general public. Moreover, it is widely regarded as both inherently exciting and important for applied sciences and human health (medicine, biotechnology, etc.). Genetic/genome research has benefited from astonishing technical advances, such as the development of "massively parallel DNA sequencing".

Researchers can now cheaply and easily determine the chemical basis of inheritance in any person or other living thing. Another reason the field has exploded is because of important discoveries and advances in understanding that created exciting new areas of research such as RNA biology, chromatin structure/function and "epigenetics",



which refers to semi-heritable processes controlling the function and fate of our genomes. The graph at left illustrates the explosive growth in annual publications in epigenetics. To gain a critical mass in the important and exciting area of genome function, we plan to hire three new faculty members in this area, including one carefully selected senior principal investigator who is already internationally recognized. To complement our current expertise, we will search for scientists with demonstrated abilities to solve cutting-edge problems pertaining to chromosome and nuclear architecture, function and dynamics. Those hired will span the narrowing divides between the disciplines of Genetics, Biochemistry, Cell Biology, and Physics. To

facilitate the research objectives of the Center and to build upon existing resources at Oregon, we suggest that the initiative should also include funding for parts of two supporting (non-tenure track) positions to establish Bioinformatics and Advanced Microscopy services, which will ultimately be largely self-supporting. Overall, we expect that our initiative will invigorate the Institute of Molecular Biology, affiliated Institutes and Departments, the University and the broader community.

### III. Proposing Faculty

Prof. Eric Selker, Biology (coordinator); Assoc. Prof. Eric Johnson (Biology); Asst. Prof. Kryn Stankunas (Biology); Prospective Asst. Prof. Diana Libuda (Biology)

**IV. College/Units Involved:** College of Arts and Sciences/Institute of Molecular Biology (IMB)/Lead Department: Biology; Other Departments involved: Chemistry and Biochemistry; Physics.  
Associate Dean of Natural Sciences, Dana Johnston; Dean W. Andrew Marcus.

### V. Number and Level of Each New Position Proposed:

Three faculty positions (1-2 Associate or Full Professor; 1-2 Assistant Professor) and two half-time Research Associates to serve Bioinformatics and Microscopy Centers.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Health Promotion, Obesity Prevention, and Human Development**

---

### II. Abstract:

Health promotion and obesity prevention is a growing field of study that is multi-disciplinary and integrates the fields of psychology, biology, human physiology, and medicine. The United States is leading the way in this epidemic health crisis, with two-thirds of adults and nearly one-third of children classified as obese, and with those living in poverty and ethnic minorities over-represented among obese populations (IOM report, 2012). Statewide, 27% of Oregonians are obese and these rates are comparable to the national average (CDC, 2010). This epidemic has led to a number of federal initiatives, including a “Let’s Move” campaign led by Michelle Obama, aimed at examining the etiology of obesity as well as prevention programs that target children, adolescents, and adults. Federal funding over the past few years is increasing in the area of health promotion and obesity prevention, yet at the University of Oregon, we have very few faculty who are able to take advantage of such funding opportunities, despite our long-standing strengths in prevention, education, human physiology, and biology. A cluster hire in health promotion and obesity prevention that builds on these cross-disciplinary strengths at the UO would create synergy among these programs, enhance collaborations with colleagues across campus, increase federal grant support and research funding, and build on current areas of excellence. Our top ranked graduate and research programs of study at the UO in prevention science, education, human physiology, and biology have partnered together to prepare this proposal.

### III. Proposing Faculty

Cluster Coordinator: Beth Stormshak, Ph.D.; Director, Prevention Science Institute, Professor, Counseling Psychology and Human Services (CPHS)

Faculty: Leslie Leve, Ph.D.; Associate Director, Prevention Science Institute, Professor, CPHS  
Laura Lee McIntyre; Professor, School Psychology, Special Education and Clinical Services

Christopher Minson, Ph.D.; Professor and Chair, Department of Human Physiology

William Cresko, Ph.D; Professor, Biology and Director of the Institute of Ecology and Evolution, Department of Biology

Benedict McWhirter, Ph.D., Professor and Head, Counseling Psychology and Human Services.

### IV. College/Units Involved

Dean(s):

Lead Dean: Mia Tuan, Ph.D. COE; Andrew Marcus, Ph.D., CAS

Department(s):

Lead: College of Education/Counseling Psychology and Human Services (CPHS) College of Education/School Psychology, Special Education and Clinical Services

College of Arts and Sciences/Department of Human Physiology

College of Arts and Sciences/Department of Biology

Prevention Science Institute

### V. Number and Level of each New Position Proposed:

5 positions total: 2 Assistant Professor tenure-track faculty (Biology and CPHS), 3 Associate Professor tenure-track faculty (School psychology, Human Physiology, and CPHS).

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Integrated Analysis of Biological Networks**

---

### II. Abstract:

Researchers at the UO helped spur the central scientific revolution of the last half of the 20th century: understanding the molecular basis of inheritance and its central role in development, neurobiology, evolution and ecology. Our current challenge is uniting analysis of thousands of single genes into a comprehensive understanding of how complex organisms are built, from cell to brain. This effort requires innovative integrated approaches that combine molecular biology with genomics, advanced imaging, computational biology and mathematical modeling to address fundamental questions about the nature of living systems, as well as creating novel solutions to improving human health. We propose to create a new overarching structure that unifies many areas of existing strength within the life sciences to address pressing scientific questions using integrative approaches. The overall plan consists of five different synergistic focal research areas (neural circuits, host-microbe systems, cellular dynamics, signaling networks, and functional genomic systems) that serve as hubs for building new and innovative programs built around the functional analysis of biological networks at variety of scales. The program links existing faculty together in new ways *via* crosscutting cluster hires (Figure 1). Although multiple phases of cluster hires will serve to support this new structure, here we propose to concentrate on the first phase of this effort by focusing on hires within a quantitative/ computational cluster. This cluster will be built around stellar senior hires and will leverage ongoing investments in integrative mathematical and “big data” approaches across the sciences. These new hires will help to propel the UO to a leadership position at the front an emerging area of the life sciences, while enhancing programmatic funding, research connections and scholarly excellence across the campus.

### III. Proposing Faculty

William Cresko (Coordinator)	Dept. of Biology; Director, Institute of Ecology and Evolution
Karen Guillemin	Dept. of Biology; Director, NIH META Center for Systems Biology
Eric Johnson	Dept. of Biology; Institute of Molecular Biology
Cris Niell	Dept. of Biology; Institute of Neuroscience
Raghuveer Parthasarathy	Dept. of Physics; Material Science Institute
Patrick Phillips	Dept. of Biology; Associate Vice President for Research
Ken Prehoda	Dept. of Chemistry; Director, Institute of Molecular Biology

### IV. College/Units Involved

Dean(s): Andrew Marcus, Interim Dean, CAS  
Departments: Anthropology, Biology (lead), Chemistry, Computer and Information Sciences, Mathematics, Physics  
Institutes: Ecology and Evolution (IE<sup>2</sup>), Molecular Biology (IMB), Neuroscience (ION)

### V. Number and Level of each New Position Proposed:

We propose hiring 2 senior (Full Professor) faculty who are established leaders in the field, and 3 junior (Assistant Professor) faculty. One faculty line would be contributed as a replacement hire from within Biology, with the potential of additional faculty lines being leveraged from within our ongoing Math-Bio hiring initiative.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Life at the Nanoscale**

---

### II. Abstract:

We propose to hire three new faculty members to understand "Life at the Nanoscale". This cluster hire would be rooted in the field of structural biology, which seeks to understand how the positions of atoms in biological macromolecules such as proteins and DNA dictate how cells move, divide, differentiate, and metabolize, and how dysfunctions in these processes cause disease. The "Life at the Nanoscale" cluster hire will build on our existing strengths in structural biology, creating synergies between existing and new faculty from multiple departments, taking advantage of instrumentation and infrastructure already in place at the UO, and improving our ability to obtain extramural funding. The university has a long-standing strength in the technique of x-ray crystallography (c.f. Brian Matthews, Jim Remington, and now Berglund, Nolen, Prehoda), which is used to determine static pictures of biological molecules at atomic-level resolution. Recently developed technologies complement x-ray crystallography to dramatically improve the imaging of larger subcellular structures and their dynamic movements, and are transforming the foundational understanding of biology. We propose to hire world-class faculty using these new technologies to address problems that complement research programs now at the UO. Doing so would stimulate existing UO research programs, increase our ability to attract stellar new faculty in the biosciences, and enhance our ability to compete for extramural funding.

### III. Proposing Faculty

Name, (Department):

Alice Barkan (Biology), Bruce Bowerman (Biology), Victoria DeRose (Chemistry and Biochemistry), Kurt Langworthy (CAMCOR Director), Ben McMorran (Physics), Brad Nolen (Chemistry and Biochemistry), Ken Prehoda (Chemistry and Biochemistry), Mike Strain (CAMCOR NMR Facility Director).

Cluster co-coordinators, (Department):

Brad Nolen (Chemistry and Biochemistry), Ken Prehoda (Chemistry and Biochemistry)

### IV. College/Units Involved

Dean(s): Andrew Marcus, College of Arts and Sciences

Department(s): Chemistry and Biochemistry (lead), Biology, Physics

### V. Number and Level of each New Position Proposed:

(1) Cryo-electron microscopist (junior, phase 1)

(2) Nuclear magnetic resonance spectroscopist (junior, phase 1)

(3) Correlative electron/super-resolution microscopist (junior, phase 2)

Although we anticipate hiring junior-level faculty, outstanding senior candidates may be considered.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.





## I. Title: **Neurons to Minds (NtoM)**

---

### II. Abstract:

The *Neurons to Minds (NtoM)* Cluster focuses on explaining the full cascade of events that lead from neuron-level processes to whole-brain networks and to human behavior. Worldwide, there are only very few institutions positioned to implement such an integrative vision—where neuroscientists on different levels truly work together. However, at the University of Oregon a very strong group of systems and cognitive neuroscientists with a proven track record of external funding are already engaged in collaborative projects. To fully realize the existing potential we propose hiring one senior-level researcher each in the area of systems neuroscience and cognitive neuroscience in Phase 1, with potential junior-level hires in Phase 2. The individuals targeted for these positions all provide critical knowledge and tools to foster cross-level integration, they would bring strong external funding, and they have expressed interest in Oregon. The NtoM cluster is an ideal fit with the vision and the existing infrastructure of the Lewis Integrated Science Building (LISB). It would bring usage of critical shared resources such as the Vivarium and the Lewis Center of Neuroimaging (both housed in LISB) towards full capacity and financial stability. Finally, it would not only move the needle forward in terms of critical performance parameters (publications and grant funding), it would also help fighting off a very real retention threat focused on key members of the proposed cluster.

### III. Proposing Faculty

Name: Ulrich Mayr  
Cluster Coordinator: Ed Awh

Department: Psychology  
Department: Psychology

### IV. College/Units Involved

Dean(s): Andrew Marcus  
Department(s): Psychology (lead) and Biology

### V. Number and Level of each New Position Proposed:

Phase 1: 2 Associate/Full Professor Positions  
Phase 2: 2 Assistant Professor Positions

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Prevention and Intervention Sciences in Special Education**

---

### II. Abstract:

The *Prevention and Intervention Sciences in Special Education* cluster hire will enhance and accelerate faculty excellence in the UO special education program. Moreover, it will have an immediate and significant impact on AAU metrics by expanding and stabilizing a collaborating network of scholars who will contribute to a substantive initiative focused on prevention and intervention sciences in special education. The special education program is currently the highest ranking program at the UO. However, this program is in a critical period of transition and requires an “intensive” dose of fiscal support if it is to continue and expand its unprecedented legacy of scholarship, external research funding, nationally recognized intervention, pedagogy development and innovation; high quality graduate programs, and national policy leadership in the field. The current proposal builds upon existing strengths while rapidly elevating our research, demonstration, and instructional efforts to a nationally dominant level. We are proposing a cluster of five new hires, one of whom will be funded by the COE. We estimate that this investment will lead to a doubling of our research and scholarly productivity, open new opportunities for external funding, and greatly enhance linkages between our research and graduate training efforts.

### III. Proposing Faculty

Christopher Murray	Department: SPECS (Chair)	<a href="https://education.uoregon.edu/users/murray">https://education.uoregon.edu/users/murray</a>
Rob Horner	Department: SPECS	<a href="https://education.uoregon.edu/users/horner">https://education.uoregon.edu/users/horner</a>
Edward J. Kame'enui	Department: SPECS/EMPL	<a href="https://education.uoregon.edu/users/kameenui">https://education.uoregon.edu/users/kameenui</a>

Cluster Coordinator: Christopher Murray, SPECS

### IV. College/Units Involved

Dean(s): Mia Tuan, College of Education

Department(s): Special Education & Clinical Sciences (SPECS)

### V. Number and Level of each New Position Proposed:

**Special Education & Clinical Sciences:** One Associate/Full in Behavioral Supports  
**Special Education & Clinical Sciences:** One Associate/Full in Academic Intervention  
**Special Education & Clinical Sciences:** One Associate/Full in Applied Research Methodology  
**Special Education & Clinical Sciences:** One Assistant in Behavioral Supports  
**Special Education & Clinical Sciences:** One Assistant in Academic Interventions

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Sports Product Initiative**

---

### II. Abstract:

The Sports Product Initiative (SPI), with its focus on sustainability, innovation and globalization, is a unique opportunity for UO at a unique time in its history. As we realize the new Institutional Board and freedom from the Oregon University System, SPI presents an exceptional opportunity to demonstrate the positive impacts of the public higher education reorganization. We can show early on that we are committed to supporting economic development in the state by taking a major step to solidify the state's hold on the alpha-cluster of sports product companies in Portland, the Gorge and the Valley. The primary business model for the Initiative is tuition from new graduate students and fundraising. The cluster hire funds demonstrate that UO central administration is an early and active participant in this move to support the state's economy. SPI also presents a unique opportunity to establish a new level of cross-disciplinary education and research with a fundamental merging of Business and Product Design, and additional engagement with Journalism, Law, Green Chemistry and Human Physiology. Design has been appropriated by many disciplines in the last decade. It is seen as an incredible value-added in developing models for working on complex and unpredictable challenges. This collaboration authentically maps the disciplines onto each other, bringing design thinking and precise management practice together for an industry already rooted in these efforts. The programs bridge Eugene and Portland with components in each location.

### III. Proposing Faculty

Name: Kiersten Muenchinger

Department: Material Studies and Product Design

Name: Dennis Howard

Department: Marketing

Name: Ellen Schmidt-Devlin

Department: Sports Business

Name: Roger Best

Department: Marketing

Cluster Coordinator: James Bean

Department: Decision Sciences

### IV. College/Units Involved

Dean(s): (If more than one, please designate lead)

Kees de Kluiver, LCB (lead)

Frances Bronet, AAA

Department(s): Product Design, lead for Product Design hires

Marketing, lead for Marketing hire

Management, lead for Management hire

### V. Number and Level of each New Position Proposed:

- a. Associate Professor of Product Design, 60% cluster funded, 40% SPI funded
- b. Assistant Professor of Product Design, 60% cluster funded, 40% SPI funded
- c. Marketing Strategy and Retailing, 60% cluster funded, 40% SPI funded
- d. Product Development Management, 60% cluster funded, 40% SPI funded
  1. One of c. and d. will be senior and one junior
- e. All faculty will teach a standard course load for their program (5 courses for PD and 4 in LCB, presuming they are research active). They will teach in Portland and Eugene. The senior hires may have administrative duties that offset some teaching.
- f. The primary location for the new master's programs and their faculty is Portland.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## I. Title: **Sustainable Cities Initiative Research Hub**

---

### II. Abstract:

The Sustainable Cities Initiative (SCI) is an existing, well-established, award-winning, internationally recognized, multi-disciplinary effort focusing on sustainability, an area of deep strength at the UO and an area of urgent national and international importance. SCI's work spans five UO schools and colleges (AAA, Law, Journalism, CAS, Business) and works across all institutional functions, including education via its internationally recognized Sustainable City Year Program (SCYP), applied research via more than \$1,000,000 in externally funded research over the last four years, service to Oregon communities, reforming higher education nationally through nationalization of SCYP, policy engagement through submission of Congressional testimony, and international professional training in China and Africa. SCI already functions as a cross-disciplinary hub of activity, in part due to its award winning, cross-disciplinary pedagogical model - SCYP - and in part due to cross-disciplinary research and training work. ***There exists an enormous potential to expand this cross-disciplinary activity and transform SCI into a nationally and internationally recognized think-tank on Sustainability and the Built Environment.*** Our focus is on sustainable urbanism, which squarely addresses the planning, design, policy, and economics of cities with an explicit interest in linking rigorous research with policy change and professional implementation. The proposed faculty positions would be supported 60% in a tenured home department and 40% in SCI with expectations that a portion of FTE will be directed toward SCI-oriented service, including leading symposia, developing new initiatives, organizing complex grants, etc., This cluster hire would be a significant investment that would transform an area full of individual strengths, to a coordinated think-tank that raises UO's international prominence.

### III. Proposing Faculty

Cluster Coordinators: **Nico Larco** (SCI Co-Director / Architecture)

**Marc Schlossberg** (SCI Co-Director / PPPM)

Name: Adell Amos (Law)

Heather Brinton (Environmental and Natural Resources Law)

### IV. College/Units Involved

Dean(s): **AAA – Frances Bronet** (LEAD), Law - Michael Moffitt

Department(s): **Sustainable Cities Initiative** (technically not a college or unit) (LEAD), PPPM, Architecture, Law

### V. Number and Level of each New Position Proposed:

**Professor in Land Use and Green Development Law** – Associate or Full. Law School.

**Professor in Sustainable Real Estate** – Associate or Full. AAA – PPPM Program.

**Professor in Transportation Modeling and Metrics** – Associate or Full. AAA – PPPM Program.

**Professor in Sustainable Urban Design** – Associate or Full. AAA – Architecture Program.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.

## I. Title: **Securing National Prominence in Volcanology, Volcanic Hazards, and Geothermal Energy**

---

### II. Abstract:

Volcanic eruptions are spectacular manifestations of a dynamic earth, and the UO has had a strong and widely respected program in volcanology since the 1960s. With Earth's rapidly growing population, more people and infrastructure globally are at risk from volcanic eruptions, particularly in developing nations and the Pacific Rim countries as a whole. While the effects of volcanic eruptions are felt immediately in nearby population centers, an eruption can also have global impacts that last for years. Recent examples include the 2010 eruption in Iceland that shut down western Europe's airports in 2010 costing airlines \$1.7 billion, and the 1991 eruption of Mt. Pinatubo that ejected enough gas and particulates into the atmosphere to affect global weather patterns for the next year. This is an exciting time in volcanological research because the inherently interdisciplinary nature of the field, rapidly evolving new technologies, advances in computer modeling, and emerging ability to handle very large datasets ensure that dramatic scientific advances are on the horizon. In the upcoming decades we will likely be able to make accurate, intermediate-term (hours to weeks) eruption predictions, thereby greatly mitigating volcanic hazards. Volcanic systems also have the potential to be a source of renewable geothermal energy to help sustain our nation's evolving energy needs. With several focused hires we have a unique opportunity to "move the needle" in this area and become the top academic center for the study of volcanoes in the U.S. and one of the top 3--5 programs worldwide.

### III. Proposing Faculty

Paul Wallace, Ilya Bindeman, Rebecca Dorsey, Emilie Hooft, Leif Karlstrom, Mark Reed, Alan Rempel, Amanda Thomas, Jim Watkins (all in Department of Geological Sciences)

Cluster Coordinator: Paul Wallace

Department: Geological Sciences

### IV. College/Units Involved:

College of Arts and Sciences Dean(s): Andrew Marcus

Department(s): Geological Sciences

### V. Number and Level of each New Position Proposed:

We have identified five research fields that we believe will be at the forefront of exciting new discoveries in volcanology over the next several decades. The first three would form the core of a world-class center focused on active volcanic processes and hazards. The last two would expand this initiative into a comprehensive program integrating volcanology with energy and resource development and a broader range of geologic hazards, and it would better connect us with other research units across campus. The first position is an existing vacant position created by the recent resignation of Kathy Cashman, and thus our proposed initiative consists of four new positions. Given our existing strengths, we anticipate that most hires will be at the Assistant Professor level. However, the program would benefit from the option of considering candidates at the Associate level for the first two positions to allow us to build critical mass more rapidly.

1. Physical Volcanology (Associate Professor): field-based studies of volcanic eruptions tied to textural and chemical studies of ash and lava and development of hazard assessment models.
2. Volcano Geodesy & Remote Sensing (Associate Professor): use of satellite and ground-based instruments for monitoring deformation of volcanoes, eruption processes, and the transport of ash and gas in the atmosphere.
3. Computational Modeling (Assistant Professor): numerical modeling to investigate the physics of volcanic plumes, pyroclastic flows, and ash deposition, with applications to human and aviation hazards.
4. Geothermal Energy (Assistant Professor): geophysical and geochemical studies of geothermal systems and their potential as energy resources, with links to industry and resource development in Oregon.
5. Radiogenic Isotope Geochemistry (Assistant Professor): cutting-edge methods for measuring ages of past eruptions to understand how volcanoes work and the effects of large eruptions on climate, Earth's environment, and biodiversity.

Working with Cluster of Excellence proposers and participating deans, central administration will refine specific hiring plans based on available facilities, funding and institutional support structures.



## Tour of Erb Memorial Union (EMU)

The Erb Memorial Union (EMU) is located in the heart of campus, serving the entire UO community. Since it first opened in 1950, the EMU has provided a place to study, dine, and gather. However, for a residential campus, the needs of the student union have changed.

#### Why Renovation and Expansion of the EMU Was Necessary

- The EMU was sized to serve a student body of about 16,000. Today the University of Oregon is home to over 24,000 students.
- Systems and infrastructure were past their life span and deferred maintenance was estimated at \$12 million.
- The facility lacked many of the amenities, attributes, and student programming space found within modern student unions.

#### Key Highlights of the Renovation and Expansion Project

- Approximately 80,000 square feet of new space
- 134,000 square feet of renovated space
- New bike and pedestrian plaza with storefront student spaces along 13th Avenue
- Dramatic and spacious new campus outdoor green space for casual use, programming, and ceremonies, such as graduation
- Featured and expanded spaces for ASUO Multicultural Center and Student Unions
- Substantial increase in student organization space
- Active late night opportunities for fun and work
- 250-seat movie and multipurpose performance theater
- Student Program Resource Center sufficient to serve hundreds of student groups
- Smart building technology wired for modern performance and access
- New and updated EMU program spaces for Craft Center, Outdoor Program, Cultural Forum, KWVA Radio, and Club Sports
- Expanded public spaces where students can gather, study, use meeting spaces, and attend quality conferences

#### Project Budget and Funding Sources

- Total project budget: \$95 million
- Funding sources: The project was largely funded by existing Student Building Fees and a new EMU Facility Fee (\$67/term). Additionally, \$2.3 million was provided through philanthropy.

#### Sustainability Efforts in the Renovation and Expansion Project

The project is a state-of-the-art model for sustainable design that will substantially reduce the energy footprint of the existing dated facilities. Prioritized energy reduction strategies included: understanding context: climate and typical energy use for the building, energy load reductions:

passive systems, day-lighting, building envelope, right sizing & dual use: heat recovery, target key systems/reduce energy load: active mechanical solutions, and user engagement.



# ERB MEMORIAL UNION

[emu.uoregon.edu](http://emu.uoregon.edu)



## PRESENTERS



**LAURIE WOODWARD**

DIRECTOR

[woodward@uoregon.edu](mailto:woodward@uoregon.edu)

Laurie Woodward has served as director of the Erb Memorial Union since April 2013. She has overall responsibility for the facilities, finances, programs, and services offered through the EMU. Laurie holds a master's degree from Western Illinois University, and a Ph.D. from the University of South Florida. Her dissertation and research interests include the social contract between higher education and society and leadership development for college students. Before coming to the UO, Laurie was the director of the Centennial Student Union at Minnesota State University for 6 years. Her previous teaching experience includes courses in Higher Education Administration, Public Finance and Leadership Development.



**JESSI STEWARD**

ASSOCIATE DIRECTOR FOR STUDENT ACTIVITIES AND PROGRAMS

[steward@uoregon.edu](mailto:steward@uoregon.edu)

As associate director for student activities and programs, Jessi Steward oversees student centered programs that offer dynamic opportunities to learn, play and engage in campus life outside of the classroom. Jessi supervises a broad portfolio of student activities and programs, from Club Sports to the Student Sustainability Center. She has worked at the university since 2005 and holds a Bachelor of Fine Arts degree from the University of Wyoming and a Master of Public Administration degree from the UO.



**DANIEL GEIGER**

ASSISTANT DIRECTOR FOR RETAIL SERVICES AND COMMUNICATIONS

[dgeiger@uoregon.edu](mailto:dgeiger@uoregon.edu)

Dan Geiger has been a part of the student union staff for 27 years, starting as a student employee. Dan began working as assistant director of the Outdoor Program after he graduated from the UO in 1990 with a degree in English Literature; he became director in 1999. Dan co-authored the Lane County Mountain Bike Ride Guide, and founded the UO Bike Program in 2008. As the process of renovating and expanding the EMU began to unfold, Dan transitioned from the Outdoor Program to his current role, where he works with the EMU retail team to create a robust business environment that is responsive to the interests of students and the campus community.

**RICK HAUGHT**

DIRECTOR OF UO SCHEDULING AND EVENT SERVICES

rickh@uoregon.edu

Rick Haught has been the director of UO Scheduling and Event Services since 2013. In that role, he manages the operation that provides space and both physical and technical support for over 16,000 events at the UO every year. His unit is responsible for scheduling in the EMU, of most outdoor spaces on campus and more than 200 academic spaces when they are not being used for classes. Rick holds a Bachelor of Science degree in psychology from Bowling Green State University and an MS in

College Student Personnel from the University of Wisconsin-La Crosse.

## **ERB MEMORIAL UNION**

Located in the heart of campus, the Erb Memorial Union has helped prepare students to learn since 1950. The EMU is the campus gathering place for activities, community interaction and socializing, provides students with a safe place to explore new ideas and challenges, and offers opportunities to improve leadership and entrepreneurial abilities in an environment that fosters real-world experiences. The EMU also provides commonplace services that make it easier for students to achieve their academic goals, from affordable child care and healthy food choices to computing labs and copying services that are open 19 hours a day, seven days a week.

## **ARCHITECT**

The original building, completed in 1950, is notable for being the last building on campus designed by Ellis Lawrence. Although the building underwent two subsequent additions, one in the early 1960's and one in the late 1970's, it was the original building that architects and campus administrators chose to preserve and augment in the current renovation and expansion project. The new edition and renovation was designed by SERA architects and built by Lease Crutcher Lewis.

## **BRIEF HISTORY OF THE ERB MEMORIAL UNION**

The EMU first opened in 1950, almost 25 years after a group of tenacious students, alumni and university officials first proposed it. The 2.1 million dollar cost was made possible by building fees and more than 2,500 private gifts. Named for the UO's war-time president, Donald Erb, the new union was dedicated to students who had served in the armed forces.

The northeast addition to the EMU was complete in 1962. It included the Fountain Courtyard that became the home of Friday afternoon "Beer Garden" events that are still fondly remembered by our alumni visitors. An addition in 1973 added about 80,000 square feet of new space to the building, providing much needed student offices, services, meeting rooms, and lounge space.

In 1980, the beloved Fishbowl received a renovation. The "Animal House" cafeteria was replaced with more modern food offerings and updated interiors.

Throughout the transitions, the Fishbowl has remained a favorite location for current students and alumni alike. The Ballroom, which hosted many great performers and special events over the years, was updated in 1986 and, with the current renovation, continues to be the largest non-athletic event space on campus.

In 1998, the Amphitheater was built. The project was initiated by ASUO to commemorate 100 years of student governance on campus. This "free speech plaza" was long envisioned as part of the EMU's features and a part of the vision of the original 1950 building design.

In 2006, students and staff once again began making plans to renovate and enhance the EMU. Finally approved in 2013, demolition of the 1970's wing made way for the new addition and renovation that was completed in May of 2016. Once again, the total cost of the \$98 million renovation was born by university students and gifts from generous donors.



## Agenda Item #3 - Supplemental

Seconded Motions and Resolutions – Multimedia Rights Agreement

Confidential

Contains Trade Secrets

## UNIVERSITY OF OREGON MULTIMEDIA LICENSE AGREEMENT

This MULTIMEDIA LICENSE AGREEMENT (this "Agreement" or "License Agreement") is made and entered into effective as of July 1, 2016 (the "Effective Date"), by and between the University of Oregon ("University") and IMG College, LLC, a Delaware limited liability company ("IMG"). University and IMG are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party".

### WITNESSES:

**WHEREAS** University is the owner of certain rights related to University intercollegiate athletics and has previously granted to IMG licenses to exercise certain multi-media and sponsorship rights with respect to such University intercollegiate athletics pursuant to that certain Broadcast Royalties And Multimedia Rights Agreement dated as of June 29, 2007, as previously amended (the "Prior Agreement"); and

**WHEREAS** University and IMG desire to enter into this License Agreement to supersede the Prior Agreement and to govern the Parties' relationship with respect to the multi-media and sponsorship rights with respect to University intercollegiate athletics throughout the Term (as hereinafter defined) of this Agreement;

**NOW THEREFORE**, in consideration of the premises hereof and the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and IMG, intending to be legally bound, hereby agree as follows:

### ARTICLE I – DEFINITIONS

1.01 The "Conference" means the Pac-12 Conference, or any other intercollegiate athletic conference with which University's football and men's basketball teams affiliate for regular-season athletic events during the Term.

1.02 "Exclusive," with respect to any right granted by University to IMG under this Agreement, means that, subject to the terms of this Agreement, University will not grant such right to anyone else.

1.03 "Gross Collected Cash Revenue(s)" or "GCCR" means all collected cash revenues that are received by IMG as a result of any exercise of the Licensed Rights set forth in this License Agreement less only the following expenses: [REDACTED]

[REDACTED]. For purposes of this Agreement, "unaffiliated third party agencies" means any third party agencies that are neither owned nor controlled by IMG, nor under common control with IMG or its direct and indirect parents and subsidiaries, unless University Approval is granted for an agency under common control to be considered an unaffiliated third party agency in connection with an exercise of the Licensed Rights.

1.04 "License" means the right to use the Licensed Rights in accordance with this License Agreement.

1.05 "License Agreement Year" means each twelve (12) month period within the Term (as hereinafter defined) beginning on each July 1 during the Term of this Agreement.

1.06 "Licensed Rights" means those rights and licenses specifically and expressly granted by University to IMG pursuant to this Agreement, as further defined in Article II and the attached Exhibits.

1.07 "National Sales Agreement" means a sponsorship agreement between IMG and a third party sponsor that covers substantially similar inventory across the University and at least one other

NCAA Division I institution.

1.08 “Trade” means all collected goods and services and any other non-cash consideration that is received by IMG as a result of exercise of the Licensed Rights pursuant to this License Agreement.

1.09 “University Approval” means express, prior written approval (which prior written approval may include approval by electronic mail) from an authorized University representative listed on Schedule 1.09 attached hereto, which shall not be unreasonably withheld or delayed.

## ARTICLE II – GRANT OF LICENSE

2.01 Subject to the terms of this Agreement (including any limitations, restrictions, exceptions, or carve-outs), the terms of the agreement between the Conference and IMG dated October 20, 2011 relating in part to third-tier television rights and all of the rights granted to the Conference thereby (“Pac-12/IMG Agreement”), any other television or other agreements that the Conference has entered into or may enter into, and any other Conference or NCAA regulations binding upon University, University hereby grants to IMG during the Term (as hereinafter defined) the exclusive, worldwide right to the multi-media sports marketing, promotion, and commercial rights available in and around University Athletics, described in this Agreement. The multi-media rights will be comprised of the following: radio in all forms (e.g., game broadcasts, coaches shows, daily reports, special programming, streaming, satellite radio); print (e.g., game day publications, roster cards, schedule cards, posters); signage; subject to the Pac-12/IMG Agreement and any rights conferred hereafter by University to the Conference through Conference governance, placement of sponsors in the Oregon Ducks official athletic website; to the extent that University has inventory, at-event impact (including, e.g., promotions, displays and sampling); game entitlements for events owned and controlled by University (e.g., presenting sponsorships), including, to the extent such events are held (which events may be cancelled by University at any time in its sole discretion), the spring football game and Midnight Madness; and hospitality and tailgate areas, including those which currently exist and any future modifications, expansions, refinements and technological improvements of such areas. In furtherance of the development of these multi-media rights, University agrees to permit IMG to utilize, in connection with the Licensed Rights hereunder, all video highlights and media clips available to University in accordance with all applicable rights granted University under Conference and NCAA agreements and licenses (subject to any approval and limitations of the Conference or the NCAA). The Parties agree that this grant of multi-media rights specifically consists of the following, in each case subject to the terms of this Agreement, the terms of the Pac-12/IMG Agreement, any other television or other agreements that the Conference has entered into or may enter into, and any other Conference or NCAA regulations binding upon University:

- (a) The *exclusive worldwide* right and license to produce, sell, broadcast, rebroadcast and make any other use of all local audio-only broadcasts, audio-only play-by-play descriptions, and audio-only transmissions in all forms (live, contemporaneous and/or delayed) as set forth in the attached Exhibit G with respect to athletic events or shows involving University’s athletic teams, including any pre-season, regular season, tournament and/or other post-season events (and all pre-game, halftime and post-game coverage), whether over the radio, Internet, world wide web, satellite radio or any other medium (“Broadcasts”); provided, however, such license shall specifically exclude University’s reserved right to distribute such audio on its official athletics website via a subscription based service consistent with the Parties’ practice in the 2012-2013 athletics season. The Parties acknowledge that the Conference will have the exclusive national audio rights to all Conference championship events, including Conference basketball tournaments and the Conference football championship game; for Conference championship events in which University participates, IMG, on behalf of University, may produce, distribute, air and sell (without payment of any rights fee) audio-only broadcasts of such Conference championship events within University’s regular season footprint (meaning its flagship and network affiliates that broadcast at least fifty percent of the regular

Contains Trade Secrets

season IMG-produced audio broadcasts of University's games). University acknowledges and agrees that this license includes IMG's right to sell all sponsorships and advertising associated with audio Broadcasts. No audio rights hereunder may be accompanied by any video highlights, images or any other rebroadcast of a University game.

- (b) The *exclusive worldwide* right and license to produce, publish, sell, market and distribute all publications and written materials set forth in the attached Exhibits A, B, C and H, including the right to sell all sponsorships associated with such publications and written materials.
- (c) Except as may be set forth otherwise in the attached Exhibit D, the *exclusive* right and license to sell advertising and promotional signage for areas, sponsorship displays/platforms in and around University Athletic Facilities (as defined in Exhibit D) as described in the attached Exhibit D. IMG's right to sell all advertising and promotional signage in University Athletic Facilities applies for all spaces and media visible to any ticket holder and/or media personnel attending events at University Athletic Facilities. University agrees that during the Term of this Agreement: (i) to the extent the same is within University's control, University Athletic Facilities' sponsorship areas and display/platform spaces available as of the Effective Date shall not decrease, and (ii) University will cooperate with IMG with respect to developing additional sponsorship areas and display/platform opportunities in University Athletic Facilities. The advertising and signage rights above do not apply for Conference Championships, NCAA Championships, promoter-owned athletic events, any athletic events designated as University "home games" that are at University Athletic Facilities at which University does not have these rights to grant, and non-athletic events.
- (d) The *exclusive worldwide* right to those promotional and hospitality and website advertising opportunities as, described in the attached Exhibits E, F, and H.
- (e) All other properties, rights and licenses incidental and/or related to licenses specifically referenced in this Section 2.01 and the attached Exhibits, including all technological advancements or iterations associated with rights granted hereunder, except such advancements or iterations that are reserved by the Conference under the Pac-12/IMG Agreement or that are conferred hereafter by University to the NCAA or the Conference through Conference governance.
- (f) IMG's rights to use and exploit the Licensed Rights include, without limitation, soliciting all advertising and sponsorship sales associated with Licensed Rights. Parties agree IMG's right to sell sponsorship recognitions, through exploiting Licensed Rights, shall be subject to this Agreement's terms and conditions. University additionally agrees Licensed Rights shall include IMG's rights to include sponsor recognition on all promotional items purchased by IMG for University and to sell sponsorships to halftime entertainment (University will determine if/what halftime entertainment is provided in its sole discretion) at University's regular-season home games played in University Athletic Facilities.
- (g) IMG shall receive any rights described in the attached Exhibits that are granted to University for any neutral site intercollegiate athletic event. University shall use best efforts, for any neutral-site event, to protect for IMG all rights associated with distribution of game radio broadcasts via the Radio Network that are granted to University.

- (h) During the Term, University and IMG will work in good faith to create additional sponsorship opportunities and/or inventory for their mutual benefit, which when approved by University shall be exploited pursuant to the terms of this Agreement for the applicable period for which such approval is effective. For the avoidance of doubt, the exploitation of such additional sponsorship opportunities/inventory will be subject to University Approval.

2.02 The Parties agree that, notwithstanding anything in this Agreement to the contrary, rights and opportunities conveyed in this Agreement do not include any sponsorship rights or advertising opportunities associated with any footwear or apparel contracts for University's athletic teams or any manufacturer which competes in any way with University's official footwear/apparel provider; provided, however, that IMG shall not be precluded from selling sponsorship rights and advertising opportunities to sporting goods retailers so long as such sponsorships are not utilized to ambush University's official providers of footwear and apparel.

2.03 University grants IMG, subject to revocation in the event of termination of this Agreement for any reason, a non-exclusive, non-transferable license to use and publish University's name, logos, marks, symbols, graphics, artwork and photographs ("Licensed Marks"), within its own marketing and information materials as the same may be University-owned, used, developed or acquired during the Term in IMG's exercising the Licensed Rights; provided, however, (i) Licensed Marks may not be placed on any apparel or other goods for sale or re-sale without University Approval, (ii) IMG shall obtain University Approval of the artwork and general appearance of the Licensed Marks for any such use, which consent shall not be unreasonably withheld (it being understood, however, that University reserves the absolute right to withhold its consent for any use of the Licensed Marks that it determines would reflect adversely on University or jeopardize in any way University's interest in the Licensed Mark(s)), (iii) such use shall be consistent with IMG's status as an independent contractor and not an agent of University and (iv) such use shall be subject to restrictions, terms and conditions that may be established periodically by University. As an example, IMG may use the name *Oregon IMG Sports Network*, but will make it adequately evident to relevant third parties it produces and distributes all broadcasts/shows under a University-granted license. IMG shall make announcements and/or after other appropriate notification (depending on rights involved) regarding Licensed Rights in a manner University reasonably requires. University acknowledges and agrees IMG may permit sponsors associated with Licensed Rights to use Licensed Marks in connection with their University athletics sponsorships; provided, however, with respect to all such uses, IMG first obtains University's Athletic Director's (or an appropriate designee's) and University Brand Management Director's (or an appropriate designee or agent) prior approval. University also acknowledges IMG may permit sponsors, in connection with rights licensed in this Article II, to announce/promote their University athletics sponsorships, such as by announcing and promoting that they are "sponsors" (or similarly descriptive terms) of University or its athletic teams. Except for the promotion or sale of licensed retail goods/products bearing certain of the Licensed Marks on the actual good sold at retail (which, notwithstanding anything in this Agreement to the contrary, is not covered by this Agreement and for which University reserves all rights relative to IMG), University agrees that any promotional use of logos or any of the Licensed Marks in association with University athletics (including any advertising or commercial use) will be granted only in connection with a corporate sponsorship agreement through IMG pursuant to the provisions of this Agreement. Announcements or other appropriate notification (depending on the property involved) will be adequately made regarding all activities carried out by IMG under this Agreement in the manner required by University. Notwithstanding anything to the contrary in this Agreement, nothing herein shall limit or otherwise restrict University's use of Licensed Marks when recognizing, or the promotion thereof, any donation or gift received by University from any individual, corporation, or other entity (or other non-sponsorship/ non-advertising situation).

2.04 IMG agrees and acknowledges that the Licensed Marks, including any new marks, logos, graphics or artwork adopted, used and/or approved by University for use during the Term are University's property. IMG acknowledges that this Agreement transfers no ownership of any of the Licensed Marks to IMG, which will, at no time, contest the Licensed Marks' validity or seek to file any trademark or other application with respect to Licensed Marks, but, if University requests, will transfer to University any such Licensed Marks or application thereof without compensation, where such relate to University. IMG

**Confidential**  
**Contains Trade Secrets**

recognizes the value of the good will associated with the Licensed Marks and the use thereof, acknowledges that the Licensed Marks and the rights therein including the good will pertaining thereto belong exclusively to University, and agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks. Any rights and goodwill that may accrue as a result of activities pursuant to this Agreement will inure exclusively to the benefit of University, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

2.05 If IMG becomes aware that any person or entity is engaging in actions that are impairing IMG's ability to make use of the Licensed Rights and Licensed Marks as set forth in this Agreement, then IMG shall promptly provide written notice to University. University agrees to investigate any such notice and undertake commercially reasonable efforts to bar such person or entity from taking actions that impair or devalue any of the Licensed Rights or any of Licensed Marks used by IMG pursuant to this Agreement. IMG's notification of such impairment shall include all details known by IMG that would enable or aid University to investigate such impairment. IMG agrees to fully cooperate with University in the prosecution of any action against any person or entity engaging in such actions including, to the extent possible, that its employees testify when requested and make available relevant records, papers, information, samples, specimens and the like; however, IMG will not be obligated to incur any legal/attorney fees; in any event, University will not reimburse IMG for any legal expense. Furthermore, the parties acknowledge that, in some cases, third parties may have acquired rights in University's name or marks outside the United States, and that in such cases University may be unable to eliminate impairment of the Licensed Rights or Licensed Marks.

2.06 For all audio Broadcasts produced by IMG pursuant to this Agreement, subject to the terms and conditions of Conference and NCAA agreements, and only for the period in which this Agreement is in effect, IMG shall have the right to all re-broadcasts and subsequent or contemporaneous transmissions of such programming, subject to the University Approval. IMG acknowledges and agrees University may use recorded portions of audio Broadcasts for non-commercial, University-affiliated purposes, including without limitation: recruiting and admissions; student, foundation and alumni-affairs events; and/or fund raising activities; provided, however, University does not (i) authorize the further distribution or re-transmission of audio Broadcasts and (ii) engage in any commercial use of audio Broadcasts, except as IMG expressly permits. Notwithstanding the foregoing, all broadcasts (whether radio or any other medium or means of distribution) produced by IMG or its subcontractors hereunder shall be the sole and exclusive property of University, which shall retain all copyrights to such broadcasts; provided, however, that all commercial use of such broadcasts, via all means of distribution authorized by this Agreement, during the Term shall be negotiated and conducted by IMG, subject to University Approval.

2.07 University represents it (i) is authorized to enter into this Agreement and (ii) has not entered into any other agreements, on behalf of its Department of Intercollegiate Athletics, with any other parties for similar services as those to be provided by IMG or that otherwise convey any similar licenses to such parties, except any Conference-arranged television broadcast agreements and Conference-wide sponsorship and other agreements and those listed in Schedule 2.07. During the Term, University warrants and agrees that it will not, without IMG's written permission, enter into any agreements with any third party conveying any license or right similar to those granted to IMG pursuant to this Agreement. University acknowledges and agrees that it will not produce, distribute, display or broadcast nor will it authorize any third party to produce, distribute, display or broadcast, without the prior written permission of IMG, any audio-only transmissions, broadcasts, advertising or other written materials that are within the definition of "Licensed Rights" or otherwise inconsistent with the License granted herein, pursuant to this Section 2.07; provided, however, University reserves all rights to the Licensed Rights for non-commercial purposes, including but not limited to use in association with University recruiting and admissions purposes; student, foundation and alumni-affairs events; and/or fund raising activities, and otherwise in association with its educational, research and community service mission and related activities, subject to availability at the time of the University request.



2.08 IMG acknowledges that, notwithstanding anything in this Agreement to the contrary, the Licensed Rights may be limited or restricted in accordance with certain current existing agreements between University and/or IMG and entities in the following categories and the Conference's rights in accordance with the Pac-12/IMG Agreement with respect to the Wireless and Telecommunications and MPVD categories: (i) the footwear/apparel category (Nike); (ii) the affinity credit card category (controlled by University Alumni Association); and (iii) the Fluid and Electrolyte Replacement/Hydration; Energy; Nourishment; Health; and Enhanced Hydration/Waters categories (Fluid and Electrolyte Replacement/Hydration; Energy; Nourishment; Health; and Enhanced Hydration/Waters sub-categories are collectively defined on Schedule 2.07) (together, the "University Third Party Agreements"). University will retain all such rights and revenue associated with the University Third Party Agreements (with such rights to be consistent in quantity and scope to those utilized in such agreements in the year preceding the Effective Date). With respect to University's agreement with Gatorade (or any successor/replacement sponsor for the Fluid and Electrolyte Replacement/Hydration; Energy; Nourishment; Health; and Enhanced Hydration/Waters categories), consistent with the Parties' practice in the 2015-2016 athletics season, IMG will continue to provide the right to place cups, coolers, towels, water bottles on the sidelines and the quantity of LED signage inventory at University men's and women's basketball home games to such sponsor as set forth in such agreement. If additional rights are included in renewals of University Third Party Agreements (beyond the inventory of rights currently being utilized in the year preceding the Effective Date), IMG will be compensated for such rights at a value to be mutually agreed-upon by University and IMG, to be generally consistent with the then-current rates being paid to IMG by similar third party sponsors. University will use commercially reasonable efforts to ensure that category definitions in the University Third Party Agreements are limited, not expanded, and where feasible, modified to allow IMG to exercise the Licensed Rights for other sponsorships; and University specifically agrees to continue to carve out the protein/recovery product category, as an exception to exclusivity in its agreement with Gatorade. This carve out exception for the protein/recovery product category applies only to IMG's existing relationship with Cytosport (Muscle Milk), and any renewals and/or extensions thereof, inclusive of the inventory utilized in IMG's existing agreement with Cytosport, or such similar inventory as is negotiated between IMG and Cytosport, provided that any modifications to the inventory will not expand the protein product category granted to Cytosport or infringe in any way on the exclusive rights granted to Gatorade by University. With respect to the University Third Party Agreements, University agrees not to authorize such sponsors to assign, sell or pass through their sponsorship inventory to other persons or entities. The current University Third Party Agreements are also listed on Schedule 2.07 attached hereto and made a part hereof.

2.09 Any agreements with third parties pertaining to the sale, Trade or promotion of Licensed Rights described herein shall be subject to University Approval. In addition, and without limiting the generality of the foregoing, IMG must obtain specific University Approval with respect to the term/duration for any such agreement that is proposed to extend beyond the stated term of this Agreement.

2.10 Notwithstanding anything herein to the contrary, IMG's exclusive license to the Licensed Rights shall be subject to University Approval to the form and content of all such Licensed Rights. The form and content of any inventory or sponsorship opportunities created by IMG from the Licensed Rights and the terms of all such sponsorships sold by IMG, including, in each case, all agreements applicable thereto (including all amendments to such agreements), shall be subject to University Approval and comply with applicable NCAA and Conference rules and regulations. Without limitation, University and IMG shall mutually agree upon the rate card for the inventory/sponsorship opportunities in effect from time to time. IMG shall not use any of the Licensed Rights or inventory or sponsorship opportunities for any purpose other than fulfilling IMG's obligations under this Agreement.

2.11 University has listed on the attached Schedule 2.11 a listing of any restricted categories in which IMG may not solicit and implement sponsorship agreements in the exercise of the Licensed Rights; provided, however, that the foregoing shall not prohibit sponsorships that are sold by network affiliate stations not subject to IMG's control, provided that IMG has used its best efforts to exercise any influence it may have over such stations to prevent such sponsorships. Furthermore, IMG shall not

**Confidential**  
**Contains Trade Secrets**

knowingly permit any sponsorships that would violate any rule, regulation or policy adopted from time to time by University, the NCAA (or any successor organization) or the Conference.

2.12 Except as University may otherwise agree in writing in its sole discretion, for sponsorships sold by IMG under this Agreement, the content of all signage and similar display media shall constitute “acknowledgements” recognizing sponsorship payments from sponsors, as defined in Treasury Regulation 1.513-4, as distinguished from advertising; provided, however, that nothing herein precludes the inclusion of advertisements during commercial spots (but not featured sponsorship segments or live in-game reads, both of which shall be sponsorships, and not advertisements) within audio broadcasts produced or distributed by IMG pursuant to the license hereunder. University reserves the right to prohibit the use of any content that does not, in University’s sole discretion, comply with the aforementioned requirement regarding sponsorship prohibition or restriction, unless the Parties agree on an adjustment; and, University acknowledges and agrees that the manner in which IMG exercised the Licensed Rights during 2015-2016 athletic season is in compliance with the aforementioned requirement.

2.13 Except for those rights expressly granted to IMG in this Agreement (in each case, subject to all applicable terms and conditions of this Agreement), University reserves all other rights, including all television or other visual media rights, University’s right to enter into licensing/merchandising agreements and concessionaire agreements and those rights specifically reserved, excepted or carved out in this Agreement. Any exploitation, or attempted exploitation, by IMG of any such rights reserved to University shall be a material breach of this Agreement by IMG.

2.14 IMG agrees that, as permitted by law and to the extent not otherwise owned by any third party, all radio Broadcasts, Publications and other works created pursuant to this Agreement shall be deemed a “work made for hire” and shall be owned by University. In this regard and as may be required, IMG agrees to assign to University all right, title and interest to and in the radio Broadcasts, Publications and other works, including all copyright associated therewith. However, for the Term of this Agreement, IMG will have the exclusive worldwide commercial use of all radio Broadcasts, Publications and other works created pursuant to this Agreement, for purposes of marketing and sale as Licensed Rights.

### **ARTICLE III – TERM AND TERMINATION**

3.01 The term of this License Agreement (the “Term”) shall begin on the Effective Date and conclude on June 30, 2022, unless earlier terminated as provided herein. The Parties acknowledge that the Prior Agreement will remain in effect until the conclusion of the 2015/16 athletics season (June 30, 2016), but that such Prior Agreement will be superseded by this Agreement for the period beginning the Effective Date; provided, however, that, notwithstanding the foregoing, any amounts owed by IMG to University pursuant to the Prior Agreement shall continue to be owed by IMG to University, including the \$500,000 installment due to University for the 2015-16 Contract Year under Section 6.B. of the Prior Agreement (naming rights). The signing bonus described below in Article IV, for the sake of further clarity, is in consideration of the rights granted herein for the Term of this Agreement, and such signing bonus, even if paid during the year ending June 30, 2016, shall not be applied against amounts due under the Prior Agreement for the License Agreement Year ending June 30, 2016.

3.02 Between the period of September 1, 2020 and December 31, 2020, University and IMG agree to negotiate in good faith with each other regarding a potential extension of this License Agreement beyond the Term or a new License Agreement. Until the expiration of such negotiation period (December 31, 2020), University will not enter into any discussions with any other parties or competitors of IMG for the same or similar services provided in accordance with this License Agreement. Should IMG and University fail to reach an agreement on an extension of the Term or enter into a new License Agreement prior to or during the negotiation period referenced above, University shall thereafter have the right to negotiate with any other party on an unrestricted basis for the same or similar services and rights. In any event, this Agreement shall remain in full force and effect through the end of the Term, unless earlier terminated as provided herein. IMG agrees that nothing in this Section 3.02 shall prevent University from

performing general market research regarding grants of rights similar to that in this Agreement.

3.03 University may terminate this Agreement immediately, by providing IMG written notice thereof, upon the occurrence of any of the following:

- (a) IMG fails to pay when due any portion of the Annual Royalty Amount (as defined hereinafter) or the signing bonus described below in Article IV within thirty (30) days after receiving written notice from University; provided, however, that such unpaid amount at the time of notice and thirty (30) days thereafter exceeds Twenty-Five Thousand Dollars (\$25,000.00); or
- (b) Any IMG employee, while exercising Licensed Rights, engages in conduct violating any NCAA regulation (including, without limitation, any Level 1 or Level 2 Violations as defined in NCAA regulations in effect as of the Effective Date), resulting in sanctions against University's athletic teams, including any sanctions resulting in any (i) scholarship reductions, (ii) prohibitions on post-season Conference/NCAA athletic-event participation, (iii) forfeiture of games, (iv) stripping of wins, championships or other achievements, or (v) preclusion from television-broadcast appearances.

3.04 This Agreement may also be terminated as follows:

- (a) IMG may terminate this Agreement upon thirty days written notice to University if University participates in football, men's basketball and/or baseball at a level lower than its current NCAA Division I classification; this provision shall not apply merely to instances, if any, where any such program is placed on probation but continues to play at the Division 1 level.
- (b) Either Party (as applicable) may terminate this Agreement upon thirty days written notice to the non-terminating Party if University ceases to be a member in good standing of the Conference or other comparable significant national conference affiliation.

3.05 If either Party believes the other Party has materially breached this Agreement or has failed to perform any of the material obligations of this Agreement (other than those specified in Sections 3.03 and 3.04), that Party may deliver a written notice of the breach or failure to the alleged breaching Party and provide a reasonable opportunity to cure the breach or failure (if such breach or failure is of the nature susceptible of being cured) as soon as reasonably possible, for a period of thirty (30) days from the date of the notice (the "Cure Period"), prior to declaring a default or seeking other remedy. If, after the expiration of the Cure Period reflected in such notice, the material breach or failure to perform such material obligation has not been substantially cured, then the Party which gave such notice may declare a default of this License Agreement and terminate it by providing written notice of termination within ninety (90) days of the expiration of the Cure Period, to be effective at the end of the then-current License Agreement Year. If the nature of the default is such that the interests of the terminating Party would not be adequately protected by waiting until the end of the then-current License Agreement Year to have such termination take effect, in the reasonable discretion of the terminating Party, then the terminating Party may take any action permitted by law or equity as a remedy for such default to the extent such action is necessary to reasonably protect its interests.

3.06 In the event of the termination or expiration of this Agreement, and for no additional consideration, IMG shall use best efforts to provide reasonable assistance to University and shall, upon University's request, execute and deliver such instruments, agreements, assignments, certificates and documents as may be necessary, in University's discretion, to enable University to continue to conduct, or arrange for the conduct of, the activities described in this Agreement without changes perceptible to the public at large.

[REDACTED]

3.07 Notwithstanding anything in this Agreement to the contrary, any provision of this Agreement that by its nature or terms is intended to extend beyond the termination of this Agreement shall survive the termination of this Agreement.

#### ARTICLE IV – FINANCIAL

4.01 For each License Agreement Year during the Term of this Agreement, IMG will pay University an annual royalty equal to the following Annual Guaranteed Royalty amounts defined below plus, sixty percent (60%) of GCCR in excess of the defined “Revenue Sharing Thresholds” for each License Agreement Year defined below (together the Annual Guaranteed Royalty and any supplemental amount on account of GCCR in excess of the Revenue Sharing Threshold, the “Annual Royalty Amount”):

<u>License Agreement Year</u>	<u>Annual Guaranteed Royalty</u>	<u>Revenue Sharing Threshold</u>
2016/17	[REDACTED]	[REDACTED]
2017/18	[REDACTED]	[REDACTED]
2018/19	[REDACTED]	[REDACTED]
2019/20	[REDACTED]	[REDACTED]
2020/21	[REDACTED]	[REDACTED]
2021/22	[REDACTED]	[REDACTED]

The Annual Guaranteed Royalty amounts due to University from IMG as outlined in this Section 4.01 shall not be subject to any reduction related to the excluded categories as outlined in Schedule 2.11. The Annual Guaranteed Royalty for each License Agreement Year will be paid in four (4) equal installments as follows: September 30, December 31, March 31, and June 30. If and to the extent additional royalties are due for a License Agreement Year on account of GCCR in excess of the applicable Revenue Sharing Thresholds, such additional amount shall be calculated pursuant to this Section 4.01, based on GCCR received by IMG as of June 15<sup>th</sup> of each License Agreement Year, and will be due and payable on or before June 30<sup>th</sup> of each License Agreement Year. The Parties acknowledge and agree that \$100,000.00 of the Annual Guaranteed Royalty in each License Agreement Year shall be allocated to the Duck Athletic Fund and IMG shall receive donor status in accordance with such donation level.

4.02 With respect to GCCR of a License Agreement Year received after June 15<sup>th</sup> of such License Agreement Year, IMG’s additional royalty due under Section 4.01 will be payable to University by the 30<sup>th</sup> of the month following its collection month.

4.03 In addition to the Annual Royalty Amount, and in consideration of the rights licensed hereunder to IMG, IMG agrees to pay University, without setoff, a signing bonus of [REDACTED], to be paid to University on or before July 31, 2016.

4.04 IMG may solicit Trade from exploitation of the Licensed Rights, provided, however, that University and IMG shall mutually agree on any Trade to be solicited by IMG for University's benefit. The initial \$150,000 of Trade secured by IMG and delivered to University for the benefit of University in any License Agreement Year shall not be deducted in the calculation of GCCR. The initial \$150,000 (unless such amount is increased to \$250,000 as set forth in Section H.2.01(n) of Exhibit H with respect to any License Agreement Year) of Trade secured by IMG and retained for its own benefit in any License Agreement Year shall not be included in the calculation of GCCR. IMG will make distribution of Trade collected on behalf of University to University within 30 days of receipt. Subject to the terms and conditions of this Agreement regarding the provision of merchandising considerations, University agrees to provide all merchandising considerations (e.g., tickets, parking passes, Oregon Club memberships, etc.) necessary to fulfill those advertising packages from which Trade is derived for the benefit of University. Any Trade solicited and retained by IMG for its own benefit in excess of \$150,000 in any License Agreement Year (unless such amount is increased to \$250,000 as set forth in Section H.2.01(n) of Exhibit H with respect to any License Agreement Year) shall be included in the calculation of GCCR at a value mutually agreed upon by University and IMG. Any Trade secured for University's benefit and delivered to University in excess of \$150,000 in any License Agreement Year shall be deducted in the calculation of GCCR.

4.05

#### ARTICLE V – MATERIAL IMPAIRMENT TO LICENSED RIGHTS

5.01 If, during the Term of this Agreement, there is a Material Change that, on a permanent or long-term basis, materially and demonstrably diminishes or restricts IMG's ability to obtain sponsorship agreements or to otherwise exercise the Licensed Rights, as demonstrated by IMG with objective evidence, then there shall be an equitable adjustment to the Annual Royalty Amount for the affected License Agreement Year(s) to reflect the impact of the applicable Material Change, determined subject to and in accordance with the provisions of this Section 5.01 and Section 5.02. For purposes of this section, a "Material Change" means the occurrence of one or more of the following during the Term:

- (a) Change in the constitutions, bylaws, rules, regulations, requirements and/or prohibitions of the NCAA and/or the Conference resulting in a material reduction of University's ability to grant the Licensed Rights or the ability to exercise the Licensed Rights;
- (b) Change in the applicable policies, procedures, rules, regulations and directives of University, or its athletic department resulting in a material reduction of University's ability to grant the Licensed Rights or the ability to exercise the Licensed Rights;
- (c) Change in any other agreement to which University is a party or by which it is bound or subject to compliance, including any media agreement of the NCAA or Conference or any change in operational practice resulting from such an agreement, in each case resulting in a material reduction of University's ability to grant the Licensed Rights or the ability to exercise the Licensed Rights;

Contains Trade Secrets

- (d) University's athletics program is sanctioned by the NCAA for major violations resulting in a material reduction of University's ability to grant the Licensed Rights or the ability to exercise the Licensed Rights;
- (e) University does not consistently schedule and play a minimum of six (6) home football games at a University Athletic Facility and/or sixteen (16) home men's basketball games at a University Athletics Facility;
- (f) University determines in its sole discretion that a sponsor or category of sponsor that is authorized by University as of the date on which this Agreement is executed by the parties should no longer be affiliated with University;
- (g) University is unsuccessful in eliminating the impairment of the Licensed Rights or Licensed Marks as set forth in Section 2.05; or
- (h) A natural disaster or other significant crisis or event interrupting for an extended period of time athletic events and the ability to provide inventory to sponsors.

5.02 In the event of a Material Change, University will cooperate with IMG to limit the impairment or impact of such change, including where possible by permitting grandfathering of previously executed agreements involving the Licensed Rights. Upon a written request from IMG to University following a Material Change, the Parties will negotiate in good faith for a period of sixty (60) days regarding an equitable adjustment of the Annual Royalty Amount for the affected License Agreement Year(s) on account of the applicable occurrence or situation. Along with IMG's written request regarding the Material Change, IMG shall also provide University with written documentation to substantiate the impact of the Material Change on IMG's ability to exercise the Licensed Rights and the claimed basis for an equitable adjustment of the applicable Annual Royalty Amount(s). If the parties are unable to reach agreement during such period, at the expiration of such sixty (60) days, the Parties will submit the dispute to binding arbitration, to be held in Oregon, to determine the amount of the financial adjustments for the remainder of the Term (or, if earlier, the removal of any impact from the Material Change).

**ARTICLE VI – LEGAL STATUS, AUTHORITY AND WARRANTY BY EACH PARTY**

6.01 University represents that it is a public educational institution and warrants that it is a Conference member in good standing. University further represents and warrants (i) it has the authority to enter into this Agreement, (ii) it either owns or has the right to use all Licensed Marks, and (iii) the affixed signature or signatures on this License Agreement are by representatives of University who are duly authorized by University.

6.02 IMG represents that it is a duly organized Delaware limited liability company in good standing and is authorized to do business in the State of Oregon. IMG represents and warrants that this License Agreement is a valid act of IMG and that the signatures affixed on this License Agreement are by officers duly authorized by IMG.

6.03 IMG represents, warrants and covenants that it will not, and will not permit IMG's employees or subcontractors or anyone else to, (i) use the Licensed Marks or other licensed property in a manner that harms University's reputation or (ii) violate laws or engage in conduct involving moral turpitude that negatively impacts the value of this Agreement. In the event of any violation of this Section 6.03, in addition to IMG's attempts to cure in accordance with Section 3.05, IMG agrees to use best efforts to immediately cease any such violation, including without limitation, if requested by University, terminating such third party's rights to use University's marks or other licensed property or any other rights to sponsor or otherwise associate with University.

**ARTICLE VII – RELATIONSHIP OF THE PARTIES**

7.01 IMG is an independent business (not a University employee or agent) that will utilize best efforts to conduct the business of selling, trading and promoting the Licensed Rights in such a manner as to maximize the Annual Royalty Amount, subject to the other terms of this Agreement, and in particular, Section 7.04. IMG is an independent contractor and does not have the authority to obligate or bind University in any manner. IMG will take adequate precautions to inform all relevant third parties of its independent status. University will not prescribe the hours IMG must devote to discharging IMG's obligations under this Agreement.

7.02 IMG and University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them. All persons hired by University in connection with its performance hereunder shall be University's employees or independent contractors, as the case may be, and University shall be fully responsible for them (including payment of salary), except as otherwise specifically and explicitly provided. All persons hired by IMG in connection with its performance hereunder shall be IMG's employees or independent contractors, as the case may be, and IMG shall be fully responsible for them (including payment of salary) and their acts and omissions. Each Party will take adequate precautions to inform all relevant third parties of its independent status.

7.03 The properties which are the subject of the Licensed Rights are the property of University and this Agreement does not transfer ownership to IMG. IMG's rights in the properties that are the subject of the Licensed Rights are limited to those specifically granted it under this License Agreement and any amendments hereto and only during the Term.

7.04 The grant of this License under this Agreement is subject to the obligation of IMG to utilize its best efforts to only use the Licensed Rights in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the United States of America, and in a manner which is reasonably expected to preserve and enhance the reputation of University and University Athletics. IMG, in providing services under this Agreement and in its use of the Licensed Rights, shall also conform to all applicable production value standards and institutional codes of conduct to which University is bound by applicable law, existing agreements with governing bodies having jurisdiction over University athletics, and policies of the University of Oregon. Any use of the rights granted hereunder which will, in the reasonable judgment of University, embarrass or injure the reputation of University, is specifically excluded from the grant of license hereunder immediately upon University's notifying IMG in writing of such determination.

## **ARTICLE VIII – ADDITIONAL CONSIDERATIONS**

8.01 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, with 400 football season tickets. These tickets will be for seats in the same locations as those provided to IMG in the 2015-2016 athletics season. These tickets will be delivered to IMG at least thirty (30) days prior to the first home football game.

8.02 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, 346 men's basketball season tickets. These tickets will be for seats in the same locations as those provided to IMG in the 2015-2016 athletics season and thirty-four (34) of such tickets will McArthur Club access and six (6) of such tickets will have Founders Club access. These tickets will be delivered to IMG at least thirty (30) days prior to the first home basketball game.

8.03 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, 144 women's basketball season tickets. These tickets will be for seats in the same locations as those provided to IMG in the 2015-2016 athletics season. These tickets will be delivered to IMG at least thirty (30) days prior to the first home basketball game.

8.04 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, 50 baseball season tickets. Twenty (20) of such tickets shall be in

Confidential  
Contains Trade Secrets

preferred locations. These tickets will be delivered to IMG at least thirty (30) days prior to the first home baseball game.

8.05 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, 20 track and field season tickets, 12 softball season tickets (in available locations) and 40 All-Sport passes. These track and field and softball tickets will be delivered to IMG at least thirty (30) days prior to the first home game for the respective sport. These All-Sport passes will be delivered to IMG at least thirty (30) days prior to the first Olympic sport game. In addition, IMG will have the opportunity to purchase up to 12 additional track and field and/or softball season tickets (subject to available locations) in each License Agreement Year.

8.06 IMG may purchase up to one thousand (1,000) additional football season tickets from University each License Agreement Year, subject to availability as determined by University. The location of these tickets, if available, will be the best locations remaining after University assigns all Donor Club members, faculty, staff, student and general public purchased season tickets. Payment for additional football season tickets will be due by December 31<sup>st</sup> of each License Agreement Year. Should IMG elect to purchase full price season tickets, such tickets shall be made available prior to general public assignment, and IMG must submit written request to University prior to the annually established season ticket order deadline.

8.07 IMG agrees that no tickets provided by University will be sold to the public or a private entity unless IMG obtains University Approval (provided, however, that it is acknowledged that tickets will be included in sponsorship agreements negotiated and sold by IMG). IMG further agrees that its use and management of its tickets will comply in all respects with (a) applicable federal, state and municipal laws, codes, rules and regulations, (b) the constitutions, bylaws, rules, regulations, requirements and/or prohibitions of the NCAA and the Conference, and (c) all ticket rules and policies of University.

8.08 Each License Agreement Year, University will provide 90 football (includes 1 RV space) and 10 men's basketball parking passes, at no additional cost to IMG beyond the Annual Royalty Amount, for each home football and men's basketball game. University will make no fewer than 2 "VIP" parking passes available to IMG for purchase for women's basketball.

8.09 Each License Agreement Year, University will provide IMG, at no additional cost to IMG beyond the Annual Royalty Amount, appropriate event passes, credentials and parking passes for IMG's staff, radio crew, program sellers and other mutually agreed upon personnel to adequately handle game day broadcasts, operations and promotions. University will also provide appropriate working press credentials and parking passes, as available, for each away football and basketball game, and any and all pre-season or post-season games involving the football and men's basketball teams.

8.10 Each License Agreement Year, University will provide IMG's radio broadcast crew, at no additional cost to IMG beyond the Annual Royalty Amount, except as otherwise specifically set forth in this Section 8.10, with the following:

- (a) Football: Air charter and ground transportation for all regular season and post-season away games for up to four (4) individuals and, subject to availability, the opportunity to purchase up to four (4) additional seats and ground transportation for one (1) post-season game at a price equal to University's cost for such seats.
- (b) Men's and Women's Basketball Charters: Air charter and ground transportation for all regular season and post-season (excluding NCAA Tournament) away games to which University charts for one (1) individual. IMG will be responsible for the per-seat cost (as determined by NCAA) of air charter travel to any NCAA post-season basketball competition. University does not have any obligation to charter.



- (c) Other Sports: In the event that University charts any air or ground travel for any additional sports for post-season away games for which IMG provides a radio broadcast, air charter and ground transportation for one (1) individual.
- (d) IMG shall have the right to book its radio broadcast crew's travel with University's official team party for any non-charter air travel to away games broadcast by IMG. IMG shall be responsible for all such non-charter air travel expenses. University agrees to assist IMG with lodging expenses (e.g., providing shared rooms with University staff) when feasible.

8.11 Each License Agreement Year, University will provide up to one hundred (100) complimentary individual tickets as requested by IMG, to a basketball or football game which IMG and University agree upon as "Network Affiliates and Advertiser's Day." If the Parties cannot agree on a game for this purpose, University will be obligated to designate either a football game by July 1<sup>st</sup> or a basketball game by October 1<sup>st</sup> of each License Agreement Year.

8.12 Each License Agreement Year, University will provide IMG the opportunity to purchase, at face value, the following ticket allotments to any of the following events in which it participates or receives a ticket allotment:

(a)	Conference football championship game (hosted by University)	700 tickets
(b)	Conference football championship game (away or neutral site)	300 tickets
(b)	Post-season football bowl game (excluding Playoffs)	300 tickets
(c)	Post-season College Football Playoffs	200 tickets
(d)	Conference men's basketball tournament	50 tickets
(e)	Post-season basketball tournament (NCAA or NIT):	
	(1) Opening, second and third rounds	50 tickets
	(2) Fourth and fifth rounds (Sweet 16/Elite 8)	50 tickets
	(3) Fifth and sixth rounds (Final Four/Championship)	50 tickets
(f)	Post-season baseball Conference tournament (if applicable)	50 tickets
(g)	Post-season baseball tournament (NCAA)	
	(1) Regional	50 tickets
	(2) Super Regional	50 tickets
	(3) College World Series	50 tickets

University will make best efforts to ensure a reasonable allocation of these tickets are in preferred locations consistent with IMG's donor status.

Each License Agreement Year, IMG will have the opportunity to purchase, at face value, up to eighty (80) tickets to each away football game, up to ten (10) tickets to each away men's basketball game, up to ten (10) tickets to each away women's basketball game, and up to ten (10) tickets to each away baseball game in which University participates.

Each License Agreement Year, University will allow IMG the opportunity to purchase tickets for any pre-season home event or any non-NCAA post-season home event at the same locations (subject to availability) at which IMG has regular season tickets for such sport under this Agreement.

8.13 University will provide IMG with use of the University athletic department's suite, including all tickets, suite passes and parking passes, at the baseball stadium for four (4) University home baseball games (two (2) non-Conference and two (2) Conference games) as such games are mutually agreed upon by the Parties, at no additional cost to IMG beyond the Annual Royalty Amount. In addition, in each License Agreement Year, University will provide 121 tickets to the End Zone Terrace/Stadium Club for six (6) home football games (if University plays a total of seven (7) home football games) and five (5) home football games (if University plays a total of six (6) home football games) and 65 tickets to the

Confidential  
Contains Trade Secrets

End Zone Terrace/Stadium Club for one (1) home football game (Nike receives the other 66 tickets for such game).

8.14 Unique merchandising and access privileges have been included in sponsorship contracts during the 2015/2016 year and other recent years. IMG will have access to the same unique elements and privileges (i.e., pre-game sideline, limited access and press box credentials; head coach/Athletic Director golf outing opportunities (subject to the limits established in Section 8.16); etc.) and to athletics facility tours and/or usage as approved in advance by University. University agrees to cooperate with IMG in creating and implementing such unique experiences in order to augment and grow the corporate sponsorship program.

8.15 University will provide, at no additional cost to IMG beyond the Annual Royalty Amount, office space for IMG personnel in Eugene, Oregon. University will also provide reasonable office space to IMG in the Portland Duck Athletic Fund office, for which University may charge IMG. The charge to IMG for office space in Portland will be based on the total rent paid by University multiplied by the percentage of square footage used by IMG. Any necessary rental amounts paid shall be considered an expense item. IMG will be responsible for (i) compensating the sales staff it uses in such office space and (ii) all local and long-distance telephone charges such staff members incur. Notwithstanding the foregoing, the presence of IMG personnel in Eugene, Oregon at no additional cost to IMG and in the Portland Duck Athletic Fund office and such personnel's involvement with regard to the fulfillment of IMG's obligations under this Agreement shall be subject to University Approval, which may be revoked at any time. If University does not grant (or University revokes) the approval of personnel, IMG shall take immediate steps to identify and present personnel reasonably acceptable to University to fulfill the activities with regard to the fulfillment of IMG's obligations under this Agreement.

8.16 Each License Agreement Year, at no additional cost to IMG beyond the Annual Royalty Amount, University will arrange for each of University's Athletic Director, head football, head men's and women's basketball, head baseball, head golf and head track & field coaches to participate in one (1) appearance at local corporate outings or sales presentations sponsored by IMG. All such appearances shall be subject to all employment agreements and other reasonable requirements of University such as notice and availability. All incremental costs, other than appearance fees, associated with the appearance shall be the responsibility of IMG.

8.17 IMG shall have the exclusive right to seek, negotiate and obtain agreements, including Trade arrangements, for personal commercial endorsements of businesses, services and/or products by University's intercollegiate head football, head men's and women's basketball and head baseball coaches, and/or University's athletic department personnel (including without limitation the University Athletic Director). Upon request, University Athletic Director, or designee, will make commercially reasonable efforts to facilitate IMG's utilization of coaches for certain endorsements. The terms of this section are subject to clauses in the coaches' contracts relating to outside income, and controlling government ethics and conflict of interest rules; provided however, that, subject to such controlling government ethics and conflict of interest rules, University will not negotiate such contract clauses with the coaches with the intent of circumventing the exclusive endorsement-related rights granted to IMG pursuant to this Section 8.17.

8.18 University's Athletic Director, or designee, will provide IMG with the opportunity to have a weekly meeting with IMG's General Manager in order to maintain the relationship and facilitate proper execution of the terms and conditions of this Agreement.

8.19 University will provide IMG with the Athletics Department's database metrics and demographics as requested; provided, however, that (a) University will not provide any access to actual names or addresses in the database, (b) University will at all times be the exclusive owner of such information, and (c) IMG will not use such information for any purpose other than the fulfillment of its obligations under this Agreement.

8.20 IMG shall use all additional considerations provided under this Article VIII solely in connection with its exploitation of the Licensed Rights.

## **ARTICLE IX – PERFORMANCE OF IMG**

9.01 Consistent with all the applicable laws and University of Oregon policies and the terms of this Agreement, IMG will use its best efforts to maximize revenues (including best efforts to collect all revenues owed to it) and benefits to University through the sale, trade and promotion of the Licensed Rights. In addition, IMG shall not take or omit to take any action that circumvents, or is designed or intended to circumvent, any provisions in this Agreement, including the revenue sharing provisions of this Agreement. The Parties acknowledge that IMG's obligations in this regard are not severable among the elements of the Licensed Rights, and that each element will be fully utilized and promoted by IMG to maximize benefits and revenues to University.

9.02 IMG agrees that all activities performed or arranged by IMG pursuant to this Agreement shall be performed in a competent and professional manner conforming to the highest standards for the conduct of major Division I intercollegiate athletics programs, and in a manner that is reasonably expected to preserve and enhance the reputation of the University. Notwithstanding anything in this Agreement to the contrary, IMG shall ensure that all such activities shall comply in all respects with (a) applicable federal, state and municipal laws, codes, rules and regulations, (b) the constitutions, bylaws, rules, regulations, requirements and/or prohibitions of the NCAA and the Conference (questions regarding NCAA or Conference rules, or reports of potential violations of such rules, shall be directed to University's Athletic Director), (c) the applicable policies, procedures, rules, regulations and directives of University, and (d) any other agreement to which University is a party or by which it is bound and of which IMG is aware, each as in effect from time to time during the Term. Anything to the contrary notwithstanding, IMG shall not arrange for any sponsorship that implies the University's endorsement of a product or service.

9.03 Except as expressly set forth to the contrary herein, IMG shall obtain or arrange for all rights, licenses, consents, waivers and approvals necessary in order to avoid infringement of the rights of others in connection with the activities to be performed or arranged by IMG under this Agreement.

## **ARTICLE X – INSURANCE; INDEMNITY**

10.01 IMG will maintain insurance for its activities under this License Agreement. IMG's insurance policies will name University as an additional insured and will include coverage for, but not be limited to, damage arising as a result of personal injury, property damage, libel or slander, with limits of not less than \$2,000,000 each occurrence and \$5,000,000 general aggregate. In addition, IMG will maintain (i) a media liability insurance (Errors & Omissions) with limits of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate, protecting for claims brought by third parties as a result of a media injury and (ii) workers' compensation insurance as required by applicable law, and employer's liability insurance with a limit not less than \$1,000,000 per occurrence. Upon request, IMG will furnish University an applicable certificate of insurance or other evidence of such coverages. IMG will use commercially reasonable efforts to require the insurance carrier to notify University if the policy is discontinued; if an applicable insurer, despite IMG's commercially reasonable efforts, refuses to provide notification to University prior to termination of a policy, IMG shall provide prompt written notice to University of any notice IMG receives of the termination of an applicable policy. If and to the extent IMG engages subcontractors in the performance of IMG's obligations hereunder, IMG shall contractually require its subcontractors to maintain comparable insurance. In addition to the foregoing, unless otherwise expressly directed otherwise by University, IMG shall ensure that all agreements with sponsors contain insurance, indemnity and other related liability provisions as applicable in accordance with standard and customary industry practices.

10.02 IMG agrees to indemnify, hold harmless and, not excluding University's right to participate, defend University and its governing board and their respective directors, officers, employees,

**Confidential**  
**Contains Trade Secrets**

agents, volunteers, and members, from all claims, suits, or actions of any character or any nature arising out of (1) the performance of this Agreement; or (2) any other act or omission of IMG or its vendors, employees, subcontractors or sponsors. It is agreed that IMG will be responsible for the primary loss investigation, defense, and judgment costs when this section applies. IMG's obligation under this section extends to the payment of all amounts, costs, and expenses of any type related to IMG's obligation, including, but not limited to, attorney's fees and costs of litigation, losses, damages, and any other related expenses. IMG agrees to waive all rights of subrogation against University and its governing board and their respective directors, officers, employees, agents, volunteers, and members for any damages, costs, losses, expenses, or other amounts incurred or arising as a result of IMG's performance under this Agreement.

10.03 Subject to the conditions and limitations of the Oregon Tort Claims Act, ORS 30.260-30.300, and the Oregon Constitution, Article XI, Section 7, University agrees to indemnify, hold harmless and defend IMG, its officers, agents and employees from all claims, suits, or actions of any character or any nature that arise out of the University's obligations under this Agreement in the manner and to the extent provided by Oregon law, but only to the extent of University's breach, slander, defamation or other negligent or wrongful acts or omissions in the performance of this Agreement; provided, that IMG promptly notifies the University in writing of any claim, gives the University sole control of the defense and settlement thereof, and provides all reasonable assistance in connection therewith. The indemnity provided under this section shall be payable only from funds of the University that are legally available for such purpose, which include, without limitation, all tuition, charges, rents and other operating revenue of the University.

10.04 Neither Party shall have the right to assert a claim against the other for lost profits or business.

**ARTICLE XI – ASSIGNMENT AND SUB-LICENSES**

11.01 Neither IMG nor University may assign or subcontract this Agreement, or any rights hereunder, to any third party without the other Party's prior written consent, and any attempted or purported assignment or subcontract without such consent shall be null and void; *provided, however*, no such consent shall be required for, and University consents to, IMG's assigning this Agreement to an entity owned and/or controlled by or under common control with IMG, so long as (i) the entity receiving the assignment agrees in writing for the benefit of University to be bound by the terms and conditions of this Agreement to the same extent as IMG and (ii) in the event of such a permitted assignment by IMG, IMG shall remain a guarantor of all indemnification and payment terms hereunder. Notwithstanding anything herein to the contrary, IMG may utilize subcontractors in discharging its responsibilities under this Agreement subject to University Approval and, if applicable, its ongoing consent. IMG shall remain responsible for all work and other actions performed by its subcontractors.

11.02 In exercising the Licensed Rights, IMG may utilize outside/independent national, regional or local sales agencies' services subject to University Approval. All gross revenue these agencies produce and IMG receives shall be included in the GCCR and Annual Royalty Amount calculations; provided, however, that the GCCR and Annual Royalty Amount calculations may exclude any amount excluded from such revenue for bona fide agency and sales commissions from unaffiliated third party agencies in accordance with this Agreement. IMG's agreements with any such agency shall specify such agency's activities are subject to, and governed by, the terms of this Agreement. Unless University Approval is granted, the commission for said agencies shall not exceed 15% of the applicable revenues.

**ARTICLE XII – RIGHT TO INSPECT IMG'S RECORDS; FINANCIAL STATEMENTS**

12.01 University may inspect IMG's financial and business records relative to IMG's activities related to this Agreement and the use of the Licensed Rights upon reasonable advance written notice to IMG. IMG will make available during such inspection(s), which must occur during IMG's normal business

hours, all relevant records with respect to the computation of its GCCR and Annual Royalty Amount and Trade with respect to this Agreement, including copies of all contracts and other arrangements between IMG and third parties arising out of or relating to the Licensed Rights and which involve either Trade or potential cash consideration that would constitute GCCR, including components of National Sales Agreements that are specifically applicable to University's inventory and/or allocation of revenue. Should University elect to audit IMG's relevant financial records, it shall do so at its own expense, unless such audit reveals a discrepancy of five percent (5%) or greater in University's favor concerning amounts IMG owes University under this Agreement, in which case the entire cost of the audit shall be borne by IMG.

12.02 IMG will provide University a quarterly financial report providing documentation of revenue and expenses related to IMG's GCCR and Annual Royalty Amount calculations. Quarterly financial reports will include a breakdown of all National Sales Agreements. Such report shall include a list of all uncollected revenue. Additionally, upon University's request, IMG will provide such other financial information relevant to this Agreement.

### **ARTICLE XIII – CONFIDENTIALITY**

13.01 This Agreement, any information provided pursuant to or in connection with this Agreement (including under Section 8.19) and any agreements entered into by IMG with respect to the Licensed Rights shall be considered confidential, subject to the applicable requirements of the Oregon Public Records Law and other applicable law. IMG has advised University that IMG considers its Annual Guaranteed Royalty, Annual Royalty Amount, Section 4.05, the exclusion from the definition of GCCR (Section 1.03), the final two sentences of Section 3.06, and any amount it pays University personnel for services provided under other agreements to be strictly confidential and contain trade secrets, and considers the sponsorship and vendor agreements entered into by IMG (to which University is not a party) with respect to the Licensed Rights to likewise be strictly confidential and contain trade secrets and UO agrees not to publicly disclose any such information or share any such information with any third-party, to the extent permitted by law. IMG and University further agree to use their best efforts not to disclose the aforementioned confidential information to any IMG or University personnel unless they have a "need to know" in order to carry out this Agreement's terms and conditions. UO further agrees to assert the application of ORS 192.501(2) and .502(4) as a defense to any demand made on UO under the Oregon Public Records Law for disclosure of any aforementioned confidential information provided to UO in relation to this Agreement. University and IMG have agreed to the following procedure for responding to any requests to inspect or receive copies of this Agreement and/or any sponsorship and vendor agreements entered into by IMG with respect to the Licensed Rights ("Subject Agreements"):

- (a) University will promptly notify IMG upon receipt of a request under the Oregon Public Records Law or any other applicable law to inspect or receive copies of any Subject Agreements.
- (b) If applicable, IMG will have ten (10) business days (unless a shorter period is required by law) from the date of receipt of notice from University to file a motion in a court of competent jurisdiction to prevent disclosure of the confidential or trade secret portions of the Subject Agreements.
- (c) IMG will be solely responsible for any costs or fees incurred by IMG related to its efforts to prevent disclosure of the Subject Agreements. In no event will any such costs or fees be deducted from the Annual Royalty Amounts under the Agreement, or otherwise charged to University.
- (d) IMG will reimburse University its reasonable costs and expenses incurred in cooperating with IMG's efforts to prevent disclosure of the Subject Agreements. IMG will indemnify, defend and hold harmless University from and against any costs or liability arising out of IMG's efforts to prevent disclosure of the Subject Agreements or University's efforts to cooperate with IMG in that regard.

**ARTICLE XIV – MISCELLANEOUS**

14.01 All notices required under this Agreement will be given in writing and dispatched by registered or certified mail, return-receipt requested, to a Party at its appropriate address below. A notice will be deemed given once received. Notice to University and/or IMG will be addressed as follows, unless changed in writing by notice to the other Party:

UNIVERSITY:                   University of Oregon Athletics  
                                  ATTN: Athletic Director  
                                  2727 Leo Harris Parkway  
                                  Eugene, OR 97401

IMG:                            IMG COLLEGE, LLC  
                                  ATTN: Jason Lublin  
                                  9601 Wilshire Blvd.  
                                  Beverly Hills, California 90210

With a copy to:               IMG COLLEGE, LLC  
                                  ATTN: Legal Department  
                                  540 N. Trade Street  
                                  Winston-Salem, NC 27101

14.02 Neither Party shall be deemed, by any act of omission or commission, to have waived any of its rights or remedies under this License Agreement unless the waiver is in writing and signed by such Party. Any such waiver shall be applicable only to the extent specifically set forth in the writing. A waiver of one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event. All rights and remedies existing under this Agreement are cumulative and in addition to, and not exclusive of, any rights or remedies otherwise available, whether under this Agreement, at law, in equity or otherwise.

14.03 From time to time IMG shall (a) furnish upon request such further information, (b) execute and deliver such other documents and (c) do such other acts or things, all as University may reasonably request for the purpose of carrying out the intent of this Agreement.

14.04 The Parties each acknowledge that the other Party would be irreparably injured upon the occurrence of a breach of this Agreement. In the event of a breach or threatened breach of this Agreement, the non-breaching Party shall be entitled to specific performance of this Agreement and/or preliminary and permanent injunctive relief prohibiting the other Party from committing or continuing to commit a breach hereof, in either case without proof of actual damage or the requirement to post a bond.

14.05 If any term, covenant or condition of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each term, covenant and condition of this License Agreement shall be valid and shall be enforced to the extent permitted by applicable laws; provided such partial invalidity does not prevent either Party from realizing the benefit of its bargain pursuant to this License Agreement. In the event of such invalidity or unenforceability, the Parties agree that the invalid or unenforceable provision shall be replaced (by such court of competent jurisdiction in the State of Oregon per Section 14.06 or, in the absence of such replacement by such court, by agreement of the Parties) with an alternative, legally valid and effective provision that comes as close as possible to the intent (including, if applicable, the economic intent) of the invalid or unenforceable provision.

14.06 This License Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, without regard to conflict of laws principles. Any claim, action, suit or proceeding

between IMG and University arising out of or relating to this License Agreement (a "Claim") shall be brought and conducted solely and exclusively within the Circuit Court of Lane County, Oregon; provided, however, that if a Claim must be brought in a federal forum because of lack of jurisdiction of such state court (it being agreed that IMG shall not object to venue or jurisdiction of such state court), then it shall be brought and adjudicated solely and exclusively within the United States Court for the District of Oregon, Eugene Division. By execution of this Agreement, IMG hereby consents to the personal jurisdiction of such courts. In no way shall this section be construed as a waiver by University of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the U.S. Constitution, or otherwise, from any Claim or from the jurisdiction of any court.

14.07 IMG will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and University policies. IMG also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap. IMG further agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., UO Policy 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

14.08 IMG and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

14.09 The language in all parts of this License Agreement shall in all cases be construed as a whole and simply according to its fair meaning and not strictly for nor against either of the Parties, and the construction of this License Agreement and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the Parties. A male or female person may be referred to in this License Agreement by a neuter or masculine pronoun. The singular includes the plural, and the plural includes the singular. A provision of the License Agreement which prohibits a Party from performing an action shall be construed so as to prohibit the Party from performing the action or from permitting others to perform the action. Except to the extent, if any, to which this License Agreement specifies otherwise, each Party shall be required to perform its obligations under this License Agreement at its own expense, and each Party shall be permitted to exercise its rights and privileges only at its own expense. "Including" means "including but not limited to." Words such as "hereby," "herein," and "hereunder" and words of similar import shall be construed to refer to this License Agreement in its entirety. Except to the extent the context requires otherwise, "include" means "include but not limited to." "Any" means "any and all." Except to the extent the context requires otherwise, "may" means "may but shall not be obligated to." "At any time" means "at any time and from time to time." An expense incurred on behalf of a Party shall be deemed to have been incurred by the Party. An obligation performed on a Party's behalf and pursuant to its request or consent shall be deemed to have been performed by the Party. If a Party is required not to unreasonably withhold consent or approval, the Party shall also be required not to unreasonably delay consent or approval. The captions and headings set forth in this License Agreement are for convenience of reference only and shall not be limiting or determinative in the construction or interpretation hereof.

14.10 This Agreement, including all attached Exhibits, Appendices and Schedules, contains the Parties' entire agreement with respect to this subject matter, and supersedes the Prior Agreement effective as of the Effective Date, other than as set forth in Section 3.01. Neither Party has made or relied on representations other than those expressly provided herein. No Party's agent, employee or other representative is empowered to alter any Agreement term unless in a writing signed by the authorized officer or agent of each Party.

Confidential

Contains Trade Secrets

14.11 This License Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature and acknowledgment pages may be taken from one counterpart and inserted in other counterparts to form a single document. An electronic (e.g., .pdf) copy of this executed Agreement shall be valid as an original for all purposes.

[Signature page immediately follows.]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date first above written.

UNIVERSITY OF OREGON

By: \_\_\_\_\_ (SEAL)

Title: \_\_\_\_\_

IMG COLLEGE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – FOOTBALL GAME PUBLICATION

**A.1.01 Description** An official University football game publication may be produced for each University football game at the discretion of IMG (excluding the Conference Football Championship Game). This publication may take the form of a game program, yearbook and/or a game poster/roster card, or any other form as mutually agreed upon by the Parties. Issues are sold by IMG at University home football games. The Parties acknowledge that IMG currently produces print and digital game programs for University home football games, digital game programs for University away football games, a print and digital University football yearbook and a digital bowl guide for any post-season bowl games. University shall have the right to place a reasonable amount of University-sanctioned content on the football game publication at no cost to University. The final content of the publication produced by IMG, including content, size, format and page count, shall be subject to University Approval, not to be unreasonably withheld.

**A.2.01 Rights Licensed** During the Term, and subject to NCAA and Conference rules, University hereby grants IMG an exclusive license to produce and sell sponsorship/advertising in such publications. The license for the publications shall not include front covers, which University reserves, except IMG may place sponsor recognitions on all front covers.

### **A.3.01 IMG Obligations**

A.3.01.01 IMG is responsible for soliciting and collecting all sponsorship and game publication sales receipts, which are included in GCCR.

A.3.01.02 IMG will make available for sale at University home football games as many issues of this publication as is necessary to serve the crowds at the games. IMG will be responsible for all costs and arrangements incidental to the production and sale of the publication. IMG will provide up to 500 complimentary copies of each publication as requested by University prior to each home football game. University will inform IMG of the number of copies it requires per game by April 1<sup>st</sup> of each License Agreement Year. University may purchase additional copies at IMG's cost.

A.3.01.03 IMG will handle all layout and design, including with respect to the content provided by University pursuant to Section A.4.01.01 below.

### **A.4.01 University Obligations**

A.4.01.01 University will produce and provide all editorial content digitally, including text, images and artwork in an appropriate-for-print format per the selected printer's specifications by dates and times specified by IMG and cooperate as reasonably requested by IMG in facilitating IMG's exploitation of this property. Late submissions that result in additional costs shall be made at the expense of University.

A.4.01.02 Changes and corrections at the final stage of proofing that result in additional costs shall be made at the expense of University if such changes are due to incorrect or inaccurate material submitted by University.

A.4.01.03 University agrees not to authorize any other third party to distribute or sell any print or digital game program that competes with IMG's publications set forth herein or any other print or digital publication with sponsor recognition or commercial advertising at such University home football games.

## **EXHIBIT B – BASKETBALL AND OTHER TEAM GAME PUBLICATIONS**

**B.1.01 Description** An official University game publication may be produced for the home athletic events of University's athletic teams (except for Conference Championship hosted by University), other than football (which is covered by Exhibit A). This publication may take the form of a game program, yearbook and/or a game poster/roster card, or any other form as mutually agreed upon by the Parties. Issues are sold and/or distributed at University home athletic events. University shall have the right to place a reasonable amount of University-sanctioned content on such game publications at no cost to University. The final content of the publication produced by IMG, including content, size, format and page count, shall be subject to University Approval, not to be unreasonably withheld. The Parties acknowledge and agree that IMG currently produces digital game programs for University home men's and women's basketball games and print yearbooks for the University men's basketball and baseball teams.

**B.2.01 Rights Licensed** During the Term, and subject to NCAA and Conference rules, University hereby grants IMG an exclusive license to produce and sell sponsorship/advertising in such game publications and yearbooks for any of athletic teams operated under the supervision and oversight of the athletic department. The license for the publications shall not include front covers, which University reserves, except IMG may place sponsor recognitions on all front covers.

### **B.3.01 IMG Obligations**

B.3.01.01 IMG is responsible for soliciting and collecting all sponsorship and game publication sales receipts, which are included in GCCR.

B.3.01.02 IMG will make available for sale at University home men's basketball games as many issues of this publication as is necessary to serve the crowds at the games. For home athletic events of other University athletic teams, IMG shall have the right but not the obligation to produce an official game publication. IMG will be responsible for all costs and arrangements incidental to the production and sale of the publications produced pursuant to this Exhibit B. IMG will provide up to 50 complimentary copies of each publication as requested by University prior to each home basketball game. University will inform IMG of the number of copies it requires per game by June 1<sup>st</sup> of each License Agreement Year. University may purchase additional copies at IMG's cost.

B.3.01.03 IMG will handle all layout and design, including with respect to the content provided by University pursuant to Section B.4.01.01 below.

### **B.4.01 University Obligations**

B.4.01.01 University will produce and provide all editorial content digitally, including text, images and artwork in an appropriate-for-print format per the selected printer's specifications by dates and times specified by IMG and cooperate as reasonably requested by IMG in facilitating IMG's exploitation of these publications.

B.4.01.02 Changes and corrections at the final stage of proofing that result in additional costs shall be made at the expense of University if such changes are due to incorrect or inaccurate material submitted by University.

B.4.01.03 University agrees not to authorize any other third party to distribute or sell any print or digital game program that competes with IMG's publications set forth herein, or any other print or digital publication with sponsor recognition or commercial advertising at University home athletic games or events (for athletic teams operated under the supervision and oversight of the athletic department).

**EXHIBIT C – OFFICIAL SPORTS PUBLICATION**

**C.1.01 Description** Other official University sports publications that may be produced by IMG (e.g., special edition print and/or digital publications or other products (i.e., posters, scorecards, trading cards, etc.) highlighting or celebrating milestones or accomplishments, etc.). Such publications will consist of editorial content (text, images, artwork) produced by University and sponsorship and advertising space solicited by IMG. Paid retail subscriptions may be solicited by IMG.

**C.2.01 Rights Licensed** During the Term, University hereby grants IMG an exclusive license to (i) produce and sell sponsorship/advertising in the publication; and (ii) solicit and sell subscriptions to the publication.

**C.3.01 IMG Obligations**

C.3.01.01 IMG will, with respect to the non-advertising pages and space, promote University athletics and relevant stories appropriate to the University athletic program.

C.3.01.02 Other than the images and artwork provided by University pursuant to Section C.4.01.01 below, IMG is responsible for all costs and arrangements incidental to the production of the publication, including any layout and design work.

C.3.01.03 IMG is responsible for soliciting all sponsorship and advertising sales, securing advertising copy and collecting all sponsorship, advertising and subscription receipts, which shall be included in GCCR.

C.3.01.04 IMG will offer a special discount rate to University's Donor Club members.

**C.4.01 University Obligations**

C.4.01.01 If applicable, University will provide mutually agreed upon images and artwork in an appropriate-for-print format per the selected printer's specifications by dates and times specified by IMG and cooperate as reasonably requested by IMG in facilitating the IMG's exploitation of this property. University will cooperate as reasonably requested by IMG in facilitating any such publications.

C.4.01.02 University may occasionally facilitate mailings to prospective subscriber mailing lists such as alumni lists, Donor Club lists and season ticket lists to IMG for soliciting paid subscriptions. University will not grant IMG direct access to these lists.



**EXHIBIT D – ADVERTISING IN UNIVERSITY-OWNED ATHLETIC FACILITIES**

**D.1.01 Description** University (or agencies or entities affiliated with University or the State of Oregon) own several athletic facilities, including without limitation, stadiums, arenas and athletic playing fields (“University Athletic Facilities”), at/in which its athletic teams play and/or host events/activities. University acknowledges that any and all sponsorship and signage recognitions and opportunities, including fixed and digital signage, available for sponsorship recognition within and around such University Athletic Facility during any athletic events or activities (except for Conference Championships, NCAA Championships, promoter-owned athletic events, and non-athletic events) will be marketed, sold and utilized exclusively by IMG during the Term, except as otherwise mutually agreed upon herein and subject to the recognitions and opportunities granted to Nike and Gatorade pursuant to the University Third Party Agreements. University agrees such signage and sponsorship space available in each such facility during the Term shall not decrease from the amount available on the Effective Date, including, but not limited to, signage and sponsorship spaces listed in subsection (a) below and additional opportunities described in subsection (b) below. University agrees to cooperate with IMG during the Term with respect to creating/developing additional sponsorship opportunities within University Athletic Facilities.

The Parties agree University Athletic Facilities also include any other facilities used by University’s athletic teams for practice or home athletic events at any time during the Term, including without limitation, any newly-built or developed facilities and any replacement facilities built, acquired or placed by/for University into service. However, notwithstanding anything in this Agreement to the contrary, naming rights to any University Athletic Facilities are not included in this Agreement.

- (a) The Parties agree the following list includes, but is not limited to, videoboards/displays/scoreboards/signage areas available for sponsorship recognition at University Athletic Facilities, which IMG may use or sell in exercising the Licensed Rights at University athletic events during the Term:
1. All permanent/temporary signage opportunities
  2. All message center displays
  3. All fixed/rotational/LED courtside signage
  4. All scoreboard/videoboard signage and promotions/features
  5. All basket stanchion LED signage (with such LED signage to be purchased at IMG’s cost)
  6. Player statistics boards
  7. Arena-level signage
  8. Baseline table sponsorship panels
  9. Athletic-team (University’s and opposition’s) benches’ seatbacks/kick plates
  10. Basketball goal pads/backboard supports
  11. Backboard tops (ceiling facing)
  12. Shot clock sponsorship panels
  13. All wall-mounted signage
  14. Concession containers (cups, popcorn boxes, carriers, etc.) (subject to University’s concessionaire agreement(s))
  15. Currently-existing static signage opportunities in/around concession areas, facility entry/exits, restrooms, concourses, seating-area portal entries/exits, etc. (subject to University’s concessionaire agreement(s))
  16. Trash cans
  17. University-approved lobby displays
  18. Concourse displays
  19. University-approved special event temporary signage/displays
  20. Video/audio sponsorships/message (text) displays/promotions, including instant replays, game highlights, historical features, news reports concerning other

University athletic teams/events, personality profiles/features and any additional video programming

21. Field goal nets (Per Conference limitations, currently one (1) net on a specific side of the field)
22. Sideline kicking nets
23. Entryway/gate signage and/or sponsorships (mutually-agreed upon)
24. Scoreboard signage/features
25. University-approved special event temporary signage (but only for University-controlled athletics events and not events conducted by third parties such as concerts)

(b) For purposes of further clarification, University and IMG agree to cooperate to create new signage opportunities, as feasible and practical, in addition to those that currently exist at University, including without limitation, the following:

1. East Building Signage (provided it is permissible per code and provided that University does not expand the facility in that area) at football stadium
2. The Club at Autzen presenting sponsor and accompanying signs, subject to mutual agreement of University and IMG of such sponsor
3. Mo Center temporary signage, utilized on football gameday only, not impacting the permanent football messaging
4. Concourse wall signage at football stadium below Duck Vision (near steps above West Tunnel)
5. "Wing Signage" top deck of Press Box at football stadium
6. Presenting Sponsorship of End Zone Terrace
7. Branded entrances and gates at the football stadium: Student section, East Entrance, North Entrance – mutually agree
8. Tailgate lot light pole signage provided that it is permissible per code (i.e., Les Schwab Row/Section), subject to University Approval of each such sponsor
9. Stand-alone concourse signage at football stadium
10. Column wraps in football stadium concourse to include University-themed graphics and presenting sponsor identification – University and IMG to mutually agree upon any such sponsor.
11. Basketball arena permanent tunnel signage (vertical columns below current AT&T signage)
12. Branded ticket office at basketball arena, with mutually agreed upon external signage (per University Approval and City approval)
13. Branded "history" section of concourse at basketball arena
14. Table top wrapped signage in foul territory of baseball stadium
15. Stair signage of baseball stadium
16. "Fowl" Territory roof signage at baseball stadium
17. "Fowl" Territory naming rights at baseball stadium
18. Backstop signage at baseball stadium – signage locations to be toward the dugout, near on-deck circles
19. Bullpen entitlement at baseball stadium
20. Logo inclusion on strip above dugouts of baseball stadium
21. Signage on scoreboard above player development area in right field at baseball stadium
22. Additional permanent signage at track/soccer/lacrosse/softball facilities as mutually agreed upon opportunities arise

(c) Additional potential opportunities for University Athletic Facilities may include:

1. Branded cups/containers for beverages/food sold during University athletic events (subject to University's concessionaire agreement(s))
2. Branded vending opportunities, as available (subject to University's

- concessionnaire agreement(s))
3. Public-address announcements

In addition to these sponsorship and signage spaces and additional opportunities, University agrees IMG may use for promotional/sponsorship purposes, or any other purpose permitted by this Agreement, any additional sponsorship recognition spaces/areas available in any University Athletic Facilities (including surrounding areas and/or parking lots) during the Term, to the extent any become available/are created during the Term. IMG will not create any additional promotional/sponsorship spaces at any University Athletic Facilities (or surrounding areas and/or parking lots) without University's express permission, such permission not to be unreasonably withheld. If University creates/permits any new promotional/sponsorship spaces/signage areas in any University Athletic Facilities (or surrounding areas and/or parking lots) during the Term, such areas will be available for IMG's promotional/sponsorship use under the terms of this Agreement.

**D.2.01 Rights Licensed.** During the Term, University hereby grants IMG the exclusive right to all promotional uses of all sponsorship and signage spaces and other spaces in and around University Athletic Facilities, as permitted in Section D.1.01. University agrees it will not authorize third parties (other than pursuant to agreements IMG arranges/permits, such arrangements and permissions not to be unreasonably withheld) to engage in promotional/sponsorship activities during events in or around University Athletic Facilities during the Term. University agrees to cooperate with IMG to make commercially reasonable efforts to prohibit any such third party activity from infringing on any exclusive rights granted to University athletics official corporate sponsors or impairing the University official corporate sponsorship program.

With respect to all sponsorship/promotional opportunities permitted under this Exhibit D, University shall have the opportunity to approve the form and content of all such sponsorships/promotions, such approval not to be unreasonably conditioned, withheld or delayed. University agrees that it will permit IMG to continue to utilize during the Term all signage, promotional and in-stadium opportunities as were approved and utilized for sponsors during the 2015/2016 school year (the year preceding the Effective Date).

**D.3.01 IMG Obligations**

D.3.01.01 IMG is responsible for soliciting all sponsorship, all production of sponsorship displays and/or sponsorship copy, installation of sponsorship displays and collection of all sponsorship receipts.

D.3.01.02 IMG will purchase and replace sponsorship panel(s) and signage as it deems necessary.

**D.4.01 University Obligations**

D.4.01.01 University will (i) be responsible for operating/maintaining in good working order all equipment it owns in University Athletic Facilities, such as video display/scoreboards and message centers, (ii) replace/repair any damaged video display/scoreboard and/or message center parts for any equipment it owns in University Athletic Facilities and (iii) continue to be responsible for purchasing/producing souvenir plastic cups consumers utilize at University athletic events.

D.4.01.02 During University athletic events, University will be responsible for fulfilling all University Athletic Facilities' sponsorship commitments, provided that IMG has adequately advised University of all such commitments.



- D.4.01.03 Subject to NCAA and Conference rules, University agrees not to obscure/remove or authorize any party to obscure/remove any sponsorship or signage spaces described in Section D.1.01 during or in connection with any University athletic event in University Athletic Facilities, except as permitted by IMG.
- D.4.01.04 University will use commercially reasonable efforts to prohibit outside television syndicators or video broadcast companies from superimposing any images over sponsorship procured by IMG in University Athletic Facilities.
- D.4.01.05 University will not authorize any other persons to exercise sponsorship or advertising activities in or around the University Athletic Facilities on game days when University athletic teams are participating in athletic events; provided, however, that, notwithstanding anything in this Agreement to the contrary, it is acknowledged that neither this nor anything else in this Agreement shall restrict University's concessions stands and University merchandise stores in or around University Athletic Facilities so long as such stands and stores do not have sponsorship or advertising signage other than point of sale signage generally consistent with concessions stands and merchandise stores selling University licensed merchandise.

**EXHIBIT E – AT-EVENT IMPACT**

**E.1.01 Description** Certain special promotions may be conducted each License Agreement Year, on a per-event basis, promoting University athletics and sponsorship activities in association with University athletic events or games. These events, by their nature, are subject to circumstances, unknown in advance, arising from time to time. Examples of at-event impact sponsorship opportunities include, but are not limited to:

- (a) Product displays
- (b) Temporary signage
- (c) Sampling, couponing and free product distribution to fans attending University events, with specific items and logistics of each such distribution to be mutually agreed upon (safety concerns and environmental impacts will be key components)
- (d) Athletics event title, presenting and rivalry sponsorships
- (e) Athletics event sponsorships
- (f) Pre-game, post-game, halftime and timeout in-arena/stadium, on-court/field promotions, contests, mascot appearances, corporate recognitions/presentations, and/or giveaways
- (g) Database marketing research collection
- (h) Ancillary entertainment opportunities such as halftime shows, National Anthem performers, etc. (University is under no obligation to create halftime entertainment)
- (i) Fan fair/fun zone areas

**E.2.01 Rights Licensed** During the Term, University hereby grants IMG the exclusive license to produce and sell at-event impact sponsorship opportunities, such as those described above, as such opportunities arise. All such at-event sponsorship remain subject to University Approval, not to be unreasonably withheld.

**E.3.01 IMG Obligations**

E.3.01.01 IMG is responsible for soliciting all at-event impact sales opportunities, securing at-event impact advertising copy and materials, and collecting all at-event impact sales receipts.

**E.4.01 University Obligations**

E.4.01.01 University will cooperate, as IMG reasonably requests, in facilitating IMG's exercising at-event impact opportunities. If University wishes, itself, to conduct any events or special promotions licensed under this Section F.4.01.01, it must request IMG's permission, which will not be unreasonably withheld.

E.4.01.02 University will endeavor to prevent third parties from utilizing University events in conjunction with advertising and sponsorship inventory and activities.



**EXHIBIT F – AT-EVENT HOSPITALITY**

**F.1.01 Description** IMG may use certain facilities for the enjoyment and entertainment of its sponsors wishing to participate in organized, social events in conjunction with University athletic events. Such facilities include, but are not limited to the existing locations, facilities and levels of hospitality as previously exercised by IMG prior to execution of this Agreement as set forth on Schedule F.1.01 attached hereto.

**F.2.01 Rights Licensed** During the Term, University hereby grants IMG the exclusive license to market and conduct at-event hospitality events at the above-listed locations. The Parties acknowledge that University shall retain the right to sell other hospitality areas and opportunities (e.g., Tailgate Pal), provided that, no such opportunities shall provide any corporate advertising, promotion or recognition to any purchasers of such hospitality opportunities.

**F.3.01 IMG Obligations** IMG will market to corporations and groups at-event hospitality activities for certain University events. IMG will be responsible for (i) all involved facilities (including all applicable fees for the use of such facilities) and (ii) operating such activities, including, but not limited to, set-up, management and security.

**F.4.01 University Obligations**

F.4.01.01 University will (i) furnish IMG athletic-event tickets, at IMG's request and at IMG's cost, for participants in at-event hospitality activities, (ii) sell IMG such tickets at group rates if ticket order qualifies for any available group rates and (iii) notify IMG of ticket prices by February 1 before each License Agreement Year.

F.4.01.02 University will furnish IMG, at no cost to IMG, areas convenient to those locations set forth above in Section F.1.01 and on Schedule F.1.01 attached hereto and/or their associated facilities, necessary for IMG's at-event hospitality activities, which include, among other things, electricity, trash containers and removal and grounds keeping services.

F.4.01.03 From time to time, and as available, University will furnish IMG, at no cost to IMG, social areas University's athletic department controls and associated facilities necessary for at-event hospitality activities, including, but not limited to, restrooms, parking spaces and parking passes for catering vehicles and food storage/preparation areas. IMG shall be responsible for all costs associated with at-event hospitality activities it conducts in and around these facilities, including staffing, catering and cleaning.



**EXHIBIT G – RADIO NETWORK: PLAY-BY-PLAY, COACHES CALL-IN SHOW AND DAILY REPORT**

**G.1.01 Description** University owns or controls the right to broadcast its athletics-related radio transmissions on audio media including over a radio network as has been operated previously, the purpose of which is to promote University athletics through local, regional and national radio coverage of various athletic events and daily and/or weekly programs highlighting University athletics and/or featuring University coaches and/or other guests.

**G.2.01 Rights Licensed** During the Term, University hereby grants IMG an exclusive license to, and IMG hereby agrees that it shall be obligated to:

G.2.01.01 Broadcast, market, produce and distribute an audio-only broadcast account and description of University athletic events, including any and all regular season, pre- and post-season games and spring practices (“Games”). Such exclusivity ensures University will authorize no individual radio stations or other networks to broadcast live game reports, except as otherwise provided in this Exhibit G; it does not, however, prohibit or restrict the Conference television or radio partners’ broadcast of game coverage over audio-visual media, nor restrict ordinary post-event press coverage.

G.2.01.02 Provide game day audio coverage to any approved University-licensed television broadcaster wishing to purchase (from IMG) such coverage.

G.2.01.03 Broadcast, market, produce and distribute a weekly or daily shows or programming related to University athletics, via audio-only broadcasts, as further described in this Exhibit, including without limitation coaches shows for the football and men’s basketball team coaches. Such a show might include, but not be limited to, regular appearances by coaches, Athletic Director, players or staff. For each License Agreement Year, IMG will present a proposed plan for content, frequency and duration of the shows and programming described herein, which shall be subject to University Approval.

**G.2.02 Terms and Conditions**

G.2.02.01 This license granted in this Exhibit applies only to audio-only broadcast (and not television or any other visual medium) rights University owns and has the right to license. No images, pictures or video (including the use of still photography).

G.2.02.02 IMG has the exclusive right to (i) sell all advertising within such broadcasts and (ii) determine each advertisement’s respective length, subject to required program formats.

G.2.02.03 IMG has the exclusive worldwide right to distribute (whether live or delayed, whether original broadcast or a rebroadcast) these audio-only broadcasts via all current and future distribution forms (subject to those certain internet audio distribution rights retained by University, which, notwithstanding anything in this Agreement to the contrary, shall not be included in the Licensed Rights), which currently include national radio networks, such as Westwood One, direct satellite radio, pay-to-listen service(s) and mobile applications. IMG shall collect revenue from such broadcasts’ distributions and include it in its GCCR calculation.

G.2.02.04 University may also grant radio broadcast rights to a radio station designated by another participating team as such other participating team’s official broadcaster for athletic events.

### **G.3.01 IMG Obligations**

G.3.01.01 IMG will assume responsibility to operate a radio network for University athletic games and athletics programming (the “Radio Network”) and broadcast the aforementioned programming. IMG will use commercially reasonable efforts to provide Radio Network coverage, on a live basis, of all of University’s football and men’s basketball games, in each case home and away games, throughout the State of Oregon and use good faith efforts to provide Radio Network coverage throughout the region and any other areas in which listener interest in University’s games exists. IMG will provide Radio Network coverage, on a live basis, of all women’s basketball, and baseball games, in each case home and away games, and all post-season softball games.

G.3.01.02 IMG will reimburse University, in an amount not to exceed [REDACTED] annually, with respect to all costs associated with the employment of Jerrold Smith (a/k/a “Jerry Allen”) (or any successor announcer employed by University). Costs associated with the employment of Jerry Allen (or any successor announcer employed by University) shall include, but not be limited to, (1) wages and bonuses, (2) employee benefits such as insurance and retirement contributions, (3) taxes, and (4) reimbursed employee business expenses such as travel expenses. University will provide IMG with an invoice for such costs on an annual basis. The invoice will be provided on or before 30 days after University’s fiscal year. IMG will pay the invoice within 30 days of receipt. IMG shall employ and compensate all other radio network talent including play by play, color analysts, engineers, and other necessary staffing. IMG and University shall mutually agree on all radio talent employed and utilized by IMG for University event broadcasts. No person will serve as a broadcast crew member absent University Approval.

G.3.01.03 IMG shall ensure the technical quality of the broadcast.

G.3.01.04 IMG’s game day broadcasts may include, but not be limited to:

G.3.01.04.01 Pre-game programming emphasizing University, which may include, among other options, a tailgate show (during football season only), starting line-ups and interviews with University’s players and coaches and (potentially) the opposing team’s coaches.

G.3.01.04.02 Pre-recorded player interview features inserted at appropriate places in the game coverage to provide additional color.

G.3.01.04.03 Halftime coverage will include a scoreboard show with particular focus on (i) universities/colleges of interest within Radio Network’s area and (ii) future University opponents.

G.3.01.04.04 A post-game show including game highlights with taped replays, live locker-room interviews and scoreboard updates.

G.3.01.05 Upon request, IMG will provide University one (1) unedited copy of each broadcast.

### **G.4.01 University Obligations**

G.4.01.01 For all University athletic events at University Athletic Facilities, University will provide IMG, at no cost to IMG, (i) broadcast booth space for all University

Contains Trade Secrets

games (for football broadcast booth space will accommodate four broadcast crew members on the front row and three broadcast crew members for basketball), (ii) all University-owned equipment currently used for broadcast productions and (iii) a designated area, staging and sound system for pre-game football tailgate shows.

G.4.01.02 University will cooperate with IMG, at no cost to IMG, in arranging all radio programming appearances (whether pre-, regular-, post- or off-season) by its Athletic Director and head football, men's basketball and any additional coaches.

G.4.01.03 University shall be responsible for visiting team phone lines and any other home site responsibilities mandated by the Conference, NCAA or other governing body, at University home athletic events.

G.4.01.04 University will arrange regular appearances by the University Athletic Director, head football coach, head men's basketball coach, head women's basketball coach, head baseball coach, either the football offensive or defensive coordinators and other coaches for the radio shows, as described in this Exhibit G.

Payment for all such appearances, whether pre-season, regular season, post-season or off-season, will be the responsibility of University.

University shall make reasonable efforts to prohibit its coaches from participating in any related or competitive radio programs; provided, however, University retains the right to have coaches participate in (i) local radio appearances that are not regularly scheduled, not competitive with IMG's radio programming set forth herein and non-compensated; and/or (ii) national radio appearances which benefit University and are not regularly scheduled.

G.4.01.05 University shall not authorize any other entities not affiliated with the Radio Network to broadcast on athletic facilities during game days of University athletic events, other than for post-game press conferences open to the media.

G.4.01.06 University will, in furtherance of its efforts to promote itself and its programs, publicize Radio Network by including programming schedule(s), affiliate lists and pertinent information in its regular press-release schedule.





## EXHIBIT H – MISCELLANEOUS SPONSORSHIP OPPORTUNITIES

**H.1.01 Description** University owns the right to sell advertising for miscellaneous items, which have primary purposes other than advertising, but, from time to time, which present sponsorship opportunities.

**H.2.01 Rights Licensed** During the Term, University hereby grants IMG an exclusive license to solicit and sell sponsorship recognition for all such items, which are currently being utilized, and any others, which may be subsequently created and/or University approved.

Such items include, but are not limited to:

- (a) Varsity athletics teams' football schedule cards
- (b) Varsity athletics teams' posters
- (c) Varsity athletics ticket backs/parking passes
- (d) Varsity athletics teams' roster cards and/or individual player cards
- (e) Ticket mailer inserts (mutually agreed-upon)
- (f) Athletics ticket envelopes
- (g) Fan guides
- (h) Media backdrops
- (i) Kids club sponsorships (so long as the kids club is operated by the University Athletic Department)
- (j) Official (category exclusive) sponsorships
- (k) University Athletic Facility pouring rights, as negotiated by the Parties
- (l) Upon occasional request and only as pre-approved by University, inclusion in e-mail blasts distributed by University to athletic department's distribution lists
- (m) Social media sponsorship and advertising (e.g., Facebook, Twitter, etc.) – Only in the event University decides to commercialize its social media platforms, and subject to any rights conferred to the NCAA, the Conference or any other Conference agreements and/or regulations binding upon University as they have been implemented and enforced across all member institutions.
- (n) With respect to the first two License Agreement Years, the right to sell fifty percent (50%) of the inventory on University's official athletic department website, consistent with the Parties' practice in the 2015-2016 athletics season. All revenue generated by such advertising will be retained by IMG and included in the calculation of GCCR. For the remaining License Agreement Years, if University is unable to provide the right to sell fifty percent (50%) of the inventory on the University's official athletics website to IMG in any License Agreement Year, then the amount of Trade pursuant to Section 4.04 that IMG may secure and retain for its own benefit and not include in the calculation of GCCR in such License Agreement Year shall be increased by \$100,000 (from \$150,000 to \$250,000). For purposes of clarification, if the IMG Trade amount is increased pursuant to the immediately preceding sentence in any License Agreement Year, then any Trade solicited and retained by IMG for its own benefit in excess of \$250,000 in such License Agreement Year shall be included in the calculation of GCCR at a value mutually agreed upon by University and IMG, pursuant to Section 4.04. During any License Agreement Year in which IMG receives the right to sell such inventory on University's official athletic department website, University shall assign its website traffic to IMG and agrees to sign the applicable traffic assignment letter for the comScore service.

### **H.3.01 IMG Obligations**

**H.3.01.01** IMG is responsible for soliciting all promotional and sponsorship sales,

securing sponsorship copy and collecting all sponsorship receipts.

#### **H.4.01 University Obligations**

- H.4.01.01 University is responsible for all costs and arrangements incidental to the production and distribution of each miscellaneous advertising opportunity.
- H.4.01.02 University will be responsible for fulfilling IMG's miscellaneous advertising commitments at University athletic events, provided that IMG has adequately advised University of all such commitments.

**SCHEDULE 1.09**

List of authorized University representatives:

1. Athletic Director
2. Deputy Athletic Director
3. Senior Associate Athletic Director
4. Assistant Athletic Director for Marketing & Sales

University may provide an updated list to IMG from time to time.



**SCHEDULE 2.07**

Pre-existing agreements/commitments with respect to Licensed Rights:

- MPVD and Wireless/Telecommunications categories: Conference rights pursuant to the Pac-12/IMG Agreement
- Digital Rights: Conference rights pursuant to the Pac-12/IMG Agreement
- Video Rights: Conference rights pursuant to the Pac-12/IMG Agreement and Conference governance
- Footwear/apparel: Nike
- Affinity Credit Card: University Alumni Association rights
- Fluid and Electrolyte Replacement/Hydration; Energy; Nourishment (defined below); Health (defined below); and Enhanced Hydration/Waters Categories: Gatorade, subject to IMG's rights with respect to the Protein Product sub-category solely for IMG's existing agreement, and any renewals or extensions thereof, with Cytosport (Muscle Milk)
  - "Nourishment" shall be defined as all beverage, smoothie, powder, bar, confectionary, chew, gel, tablet, strip, concentrate and/or syrup that provide nutrition to the body through ingredients like carbohydrates, vitamins, or protein that compete with Gatorade Nutrition Shake, or Gatorade Nutrition Bar, including, but not limited to, Boost®, GO!® EAS® Myoplex® Sport, PowerBar® Performance, and Snickers Marathon®; but not including milk or dairy products so long as milk and dairy products are not promoted as a beverage used by University athletes to aid in their athletic performance.
  - "Health" shall be defined as all beverage, smoothie, powder, bar, confectionary, chew, gel, tablet, strip, concentrate and/or syrup that aid in maintaining or improving healthy muscles, joints, and bones through ingredients like carbohydrates, protein, vitamins, antioxidants, glucosamine, and glutamine; but not including milk and dairy products, so long as branded milk and dairy products are not promoted as a beverage used by University athletes to aid in their performance.



**SCHEDULE 2.11**

Advertising restrictions/prohibitions:

- Wireless/Telecommunications and MPVD categories (which are subject to the Pac-12/IMG Agreement)
- Footwear/apparel category (Nike)
- Liquor category (except for wine and malt beverage, which are permitted): Any advertising or sponsorship involving alcohol must be mutually-agreed upon by University and IMG
- Casino/Gaming Category: Any advertising or sponsorship involving casinos or gaming must be mutually agreed-upon by University and IMG
- Affinity credit card category (Owned by University Alumni Association)
- Fluid and Electrolyte Replacement/Hydration; Energy; Nourishment; Health; and Enhanced Hydration/Waters Categories (Gatorade subject to exception for recovery/protein product sub-category for IMG's existing agreement, and any renewals or extensions thereof, with Cytosport (Muscle Milk)
- Feminine hygiene
- Male/sexual enhancements
- Adult entertainment
- Escort services
- Tobacco
- Illegal activities
- Any other NCAA or Conference restrictions/prohibitions





**SCHEDULE F.1.01**

**[Attach PDF illustrations of Mallard Park and Mo Center Maps]**