Note for online reference: Any materials or exhibits referenced in this approved resolution can be found in the meeting's materials posted at https://trustees.uoregon.edu/meetings.

Executive and Audit Committee
Board of Trustees of the University of Oregon

Resolution: Authorization to Execute Certain Employment Agreement (Mullens)

Whereas, the University of Oregon's Department of Intercollegiate Athletics is ranked as one of the most efficient athletic departments in the nation;

Whereas, the leadership of Intercollegiate Athletics Director Rob Mullens (Mullens) plays a large part in the success of the program, its operational efficiency, and its financial stability;

Whereas, Mullens and the University of Oregon wish to enter into an agreement for his continued employment at the University;

Whereas, ORS 352.107(c) grants the University of Oregon the authority to make any and all contracts and agreements that are appropriate;

Whereas, the Policy on the Retention and Delegation of Authority requires the Board of Trustees to approve instruments exceeding $5,000,000, and the Policy on Committees authorizes the Executive and Audit Committee to act on behalf of the Board of Trustees;

Now, therefore, the Executive and Audit Committee of the Board of Trustees of the University of Oregon authorizes the President of the University or his designee(s) to take all actions necessary and appropriate to execute the agreement attached hereto as Exhibit A for the continued employment of Rob Mullens as the University of Oregon's Director of Intercollegiate Athletics.

Moved: Peter Bragdon

Seconded: Mary Wilcox

Trustee	Yes	No
Bragdon	X	
Ford	X	
Kari	X	
Lillis	X	
Ralph	X	
Wilcox	X	

Dated: 9 of February, 2015.

Recorded by the University Secretary: AW

Employment Agreement

This Employment Agreement (Agreement) is entered into by the University of Oregon (University) and Rob Mullens (Mullens).

1. Purpose

University and Mullens have entered into this Agreement because the University desires to retain Mullens, and Mullens desires to continue to work as an employee for the University. For these reasons, University has agreed to employ Mullens in a salaried position, and Mullens has agreed to be employed by the University upon the terms and conditions set forth herein.

2. Position

2.1 Title. Mullens is employed as University's Director of Intercollegiate Athletics (Director) subject to the terms and conditions of this Agreement.

2.2 Reporting Relationship. As Director, Mullens shall report to the President of the University.

2.3 Duties and Responsibilities. Mullens agrees to: (a) devote his best efforts, full-time to the leadership, supervision, management, and promotion of University's Department of Intercollegiate Athletics (Department) and its intercollegiate athletic programs (Programs); (b) be fully knowledgeable of University, National Collegiate Athletic Association (NCAA), and Pac-12 Conference (PAC-12) policies, rules, and regulations; (c) be responsible for the direction, enforcement, interpretation, and review of University's intercollegiate athletic policies and Programs and recommend and make improvements thereto; (d) develop programs and procedures that are designed with the goal of ensuring the welfare of student athletes; (e) direct University's intercollegiate athletic activities, including management of staff, budget, and other resources; (f) work within the Department's budget; (g) supervise and use best efforts to ensure rule compliance by coaches and other employees of Department; (h) abide by all applicable laws, rules, and regulations, including University, NCAA and PAC-12 rules and regulations; (i) provide leadership for public relations programs and develop campus and community support for the University, the Department and the Programs; (j) implement policy directives from the University, NCAA, PAC-12, accrediting associations, and athletic associations; (k) schedule intercollegiate athletic games ; (I) understand, observe and uphold all academic standards, requirements, and policies of the University; (m) maintain effective relations with the NCAA, PAC-12 and University alumni, students, faculty, and staff; (n) ensure that all Department employees are evaluated in accordance with University policy on an annual basis; (o) provide an environment for the proper conduct of activities related to admissions, financial aid, benefits, academic eligibility, and recruiting; (p) promote the University's officially stated priorities for the Department such as increasing participatory opportunities for women; (q) promote University's commitment to equal opportunity and affirmative action in employment; (r) staff the Department with individuals who subscribe to the University's mission and educational and ethical standards; (s) lead and direct fund raising for the Department; (t) encourage student-athletes to achieve the best grades possible, to graduate on-time, and to conduct themselves respectfully and in a way that reflects positively on themselves and the University; and (u) perform other duties generally associated with the position of athletic director at a major Division I-A university as reasonably assigned by the President. University acknowledges that Mullens' obligations under this Section 2.3 may be assigned to employees in the Department, but Mullens shall be ultimately responsible for meeting the obligations set forth in this Section 2.3, excluding, however, that Mullens shall not be responsible for failures of Mullens' staff of which he could not be expected to know.

2.4 Ethical Responsibilities: The University has established a tradition of ethical conduct at all levels of University life. In accordance with this tradition, Mullens, as the head of the Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for the ethical conduct of Department staff are established and enforced by the University, the PAC-12 Conference and the NCAA. In addition, University Internal Management Directive 8.036 (previously State Board of Higher Education Internal Management Directive) reflects and specifies certain requirements regarding ethical conduct, as does University's Conflict of Interest and Conflict of Commitment policies, each of which, as amended from time to time, shall be deemed a part of this Agreement. Mullens further agrees to comply with, and use his best efforts to cause Department employees to comply with, all applicable constitutions, bylaws, interpretations, laws, policies, rules or regulations relating to the conduct and administration of the Department and the Programs. If Mullens becomes aware, or has reasonable cause to believe, that violations of applicable constitutions, bylaws, interpretations, laws, policies, rules or regulations have taken place, he shall report them promptly (and in all cases within seven days) to the President of the University or the President's designee.

2.5 Mullens also agrees that, notwithstanding the provisions of Section 4.6 below, during the Term of this Agreement he will not engage, directly or indirectly, in any business which would significantly detract from his ability to apply his best efforts to the performance of his duties and responsibilities. Mullens also agrees not to usurp any corporate opportunities of University.

2.6 The parties agree that any reference herein to the terms "reassignment," "reassigned," and the like shall be related solely to the University's right to re-assign Mullens pursuant to OAR 580-021-0318. Otherwise, the University shall have no right to assign Mullens to an employment position other than athletic director during the Term hereof.

3. Term of Agreement

The term (Term) of this Agreement shall be for a period of six (6) years, which begins on January 1, 2015, and ends at 11:59 pm Pacific Time on January 2, 2021, at which time this Agreement shall expire without penalty to either party. Each contract year (Contract Year) shall be any twelve (12) consecutive month period during the Term from 12:00 am January 1 to 11:59 pm on the immediately following January 2.

4. Compensation

4.1 General. Mullens is entitled to compensation as identified in this Agreement. Mullens may earn supplemental income related to his employment as and to the extent approved by the University and consistent with NCAA and PAC-12 regulations. All payments from University are subject to applicable deductions and withholdings for tax purposes and employee benefit programs in which Mullens participates. All payments are also subject to the terms and conditions in Sections 6 and 7 regarding termination of this Agreement.

4.2 Salary. University shall pay Mullens a guaranteed base salary (Base Salary) of seven hundred thousand dollars ($700,000) per Contract Year for his performance of his duties and responsibilities under this Agreement. Mullens' Base Salary shall be paid in equal installments on the University's regular pay days.

4.3 Fringe Benefits

a. Mullens shall be entitled to participate in the University fringe benefits offered to other employees that share his status as an Officer of Administration. These include (but are not limited to) group life insurance, medical, dental, and vision insurance; moving expense reimbursement; paid vacation and sick leave; disability insurance; participation in the University's Optional Retirement Plan; and opportunities to invest in tax deferred annuities and deferred compensation plans.

b. Mullens will receive reimbursement for all business-related travel and out-of-pocket expenses, including travel expenses for his spouse (whenever deemed appropriate by the President), consistent with University policy.

c. University shall provide to Mullens at all times during the Term of this Agreement while Mullens is Director two courtesy cars. The Department will insure Mullens' car for official business, but Mullens must provide automobile liability (no less than $1 million limit) and collision insurance for personal use of the cars. Should University be unsuccessful in obtaining either or both courtesy cars for Mullens, Mullens shall receive a stipend of $600 per car per month in lieu of a courtesy car.

d. During the Term of this Agreement while Mullens is Director, Mullens will be provided with membership in the Eugene Country Club if such a membership is available (and if not available then an available membership in a country club of Mullens' choice in the Eugene area). The Athletic Department will pay initiation fee, monthly dues and approved business-related expenses. Mullens will be responsible for any personal charges including, but not limited to, electric carts, lockers, restaurant charges, and lessons. This membership is provided to assist in fund-raising efforts. Should Mullens be reassigned, Mullens' continued membership will depend on the wishes of the Eugene Country Club, needs of the new position and its relative utility to promotional and fund-raising functions.

e. During the Term of this Agreement while Mullens is Director, Mullens will be provided with a family membership at the Downtown Athletic Club if such a membership is available (and if not available then an available membership in an athletic club of Mullens' choice in the Eugene area). This membership is conditioned on the Downtown Athletic Club's waiver of the membership fee and the monthly fee for Mullens' membership. Mullens will be responsible for any personal charges including, but not limited to, lockers, restaurant charges, and lessons. This membership is provided to assist in fund-raising efforts. Should Mullens be reassigned, Mullens' continued membership will depend on the wishes of the Downtown Athletic Club, needs of the new position and its relative utility to promotional and fund-raising functions.

f. During the Term of this Agreement while Mullens is Director, he shall receive 8 complementary tickets to men's basketball and football home games; the opportunity to purchase 25 tickets to each home football game; and a reasonable number of complementary tickets for other sports. During the term of this Agreement while Mullens is Director, he shall also have at his disposal for personal and fundraising purposes the Athletic Director's suite in Autzen Stadium for all University intercollegiate athletic events held at that venue.

g. During the Term of this Agreement while Mullens is Director, Mullens will be eligible to receive a reasonable amount of apparel, equipment, and shoes from University's contracted provider.

4.4 Performance Incentives

Each Contract Year during the Term of this Agreement if Mullens remains Director, Mullens will be eligible to receive performance incentive payments as follows:

a. If University's football team participates in a post-season bowl game or tournament, Mullens shall receive supplemental compensation in consideration of the additional and extraordinary work that he is required to perform as part of the University's participation in such events. Such supplemental compensation shall be $50,000.

b. If University's men's or women’s basketball teams (or both) participates in the NCAA tournament, Mullens shall receive supplemental compensation in consideration of the additional and extraordinary work that he is required to perform as part of the University's participation in such events. The supplemental compensation is not cumulative and shall total $25,000 if the University's men's or women’s basketball teams (or both) participates in the NCAA tournament.

c. Mullens shall receive supplemental compensation in consideration of the extraordinary work he will have performed for University's placement in the Director's Cup standings as follows:

49th place to 30th place	$10,000
29th place to 20th place	$15,000
19th place to 10th place	$20,000
9th place to 1st place	$25,000

These sums set forth in this Section 4.4(c) are not cumulative. If earned by Mullens, the incentive payments shall be made within forty-five (45) days following the season in which such incentive payments are earned.

4.5 Academic Incentives

For each Contract Year during the Term of this Agreement if Mullens remains Director, Mullens will be eligible to receive incentive payments based on the four-year rolling Academic Progress Rates of University student-athletes as follows:

At least 950 but less than 960	$20,000
At least 960 but less than 970	$30,000
At least 970 but less than 980	$40,000
At least 980	$50,000

These sums set forth in this Section 4.5 are not cumulative. If earned by Mullens, the incentive payment shall be made within forty-five (45) days of the date upon which the NCAA academic progress rate data is available to University.

4.6 Opportunities to Earn Outside Income.

a. The following general terms and conditions shall apply whenever Mullens wishes to earn outside income related to his expertise, experience, or occupation as a director of athletics: (i) Any outside activities shall not interfere with the full, complete, and satisfactory performance of Mullens' duties and obligations as a University employee, recognizing always that his primary obligations lie with the University; (ii) In no event shall Mullens knowingly accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate NCAA or PAC-12 Conference legislation or the constitution, bylaws, rules and regulations, or their interpretations in effect at the time; changes to such legislation, constitution, bylaws, rules and regulations or interpretations automatically apply to this Agreement without the necessity of written modification; (iii) Mullens shall disclose to, and obtain the advance written approval of, his reporting superior (or that person's permitted designee) before entering into agreements for outside income or in-kind or financial benefits. Subject to other terms of this Agreement, such approval shall not be unreasonably withheld as to arrangements not directly related to the Director's responsibilities, information and activities. Except as required by the University, Mullens shall not endorse or be a spokesperson or celebrity personality for goods or services manufactured, sold or provided by persons or entities other than those with which University has contracted, without prior written approval of University.

b. Any income produced by outside activities is independent of this Agreement, and University shall have no responsibility or liability for any loss of such outside income resulting from termination of this Agreement or from the reassignment of Mullens, regardless of Mullens' expectations based on past history or representations and regardless of whether either party could have foreseen or contemplated such a loss upon termination or reassignment or whether such a loss resulted directly or indirectly from the termination or reassignment.

c. Mullens shall not earn outside income from any internet, television or radio broadcasts. Except for spontaneous, live interviews consistent with any restrictions arising out of University's Agreement with IMG, Mullens shall not provide any such services, commentary or performance relating to University of Oregon athletics except as consistent with University's Agreement with IMG unless approved by the President.

d. The University reserves the right to deal directly with manufacturers, importers, or distributors of shoes, apparel or equipment, and to negotiate and contract for usage and endorsement of their products. Mullens shall not enter into any such contracts.

e. Mullens shall provide, as and when directed by the University, a detailed accounting in writing of all income and benefits from all sources outside the University.

4.7 Deferred Compensation.

University shall contribute $50,000 per Contract Year to a deferred compensation program selected by University in its sole discretion. Such contributions are not part of Mullens' Base Salary. University shall have no responsibility or liability for reduction of present or future income derived from deferred compensation should Mullens be terminated under Sections 6.1, 6.2, or 7.2 of this Agreement or reassigned.

4.8 Retention Incentive.

If Mullens fully performs all obligations outlined in this Agreement through the fourth year of the Agreement (January 2, 2019), University shall pay Mullens a retention incentive of one hundred thousand dollars ($100,000). If Mullens fully performs all obligations outlined in this Agreement through the fifth year of the Agreement (January 2, 2020), University shall pay Mullens an additional retention incentive of two hundred thousand dollars ($200,000). If Mullens fully performs all obligations outlined in this Agreement through the sixth year of the Agreement (January 2, 2021), University shall pay

Mullens an additional retention incentive of three hundred thousand dollars ($300,000). Accordingly, the total retention incentive for Mullens shall be $600,000 if he performs all obligations outlined in this Agreement through the sixth year of the Agreement ($100,000 at the end of year four + $200,000 at the end of year five + $300,000 at the end year six). If earned by Mullens, the incentive payments shall be made within forty-five (45) days of the date Mullens completes the contract year as articulated in Section 3 of this Agreement.

4.9 Eligibility for Salary Increases.

Mullens shall be eligible for annual salary increases to the same extent, and in the same manner, that such increases are available to other University Officers of Administration.

5. Performance Evaluations

The President will evaluate Mullens' performance of his job duties and responsibilities annually on the same basis as performance evaluations are done for other employees of Mullens' classification. These evaluations may take into account prior evaluations and the expectations and goals set for Mullens in such prior evaluations. As part of the evaluation process, win-loss record of teams, post-season appearance performance (if any), and fund-raising and revenue-generating success shall be taken into account and evaluated against comparably situated and funded Division 1 intercollegiate athletics programs.

6. Termination without Cause

6.1 Termination due to Death or Disability.

a. This Agreement shall terminate upon Mullens' death. This Agreement shall also terminate upon Mullens' "total disability" (within the meaning of such term in University's disability insurance for employees of Mullens' classification or within the meaning of Oregon Public Employees Retirement System (PERS) regulations or federal Social Security Administration Regulations.

b. If this Agreement is terminated pursuant to this section because of Mullens' death, Mullens' compensation and all other benefits shall terminate as of the calendar month in which death occurs, except that his estate or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by University and due to Mullens pursuant to that plan. Mullens' dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of Officers of Administration at the University. In addition, University shall pay to Mullens' estate any compensation already fully earned but not yet payable under this Agreement.

c. If this Agreement is terminated because Mullens becomes totally disabled, Mullens shall continue to receive the Guaranteed Salary and any other standard University fringe benefits provided for under this Agreement until such time as Mullens becomes eligible for (even if subsequently paid retroactively) total disability benefits from PERS, Social Security, or a private or group insurer, whichever first occurs. At the end of such transition period, if any, all compensation and other University fringe benefits shall terminate.

6.2 Termination by University (not for cause)

a. The University shall have the right to terminate this Agreement at any time for any or no reason. Such termination shall be effectuated by delivering to Mullens written notice of University's intent to terminate this Agreement without cause, and shall be effective upon the later of a date stated or thirty (30) days after University's mailing of such notice. University shall not be obligated to state a reason for termination of Mullens without cause. If University exercises its right under this Section 6.2, Mullens shall be entitled to damages only as provided for in Section 6.2.b below.

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

> The Base Salary due to Mullens for the remainder of the scheduled Term of the Agreement.

c. University's obligation under Section 6.2.b shall not accrue interest (so long as not in arrears) and shall be paid in equal installments on the regular paydays of the University over the balance of the scheduled Term of this Agreement. University's obligations shall be subject to Mullens' duty to mitigate, as set forth in Section 6.2.e. Mullens will not be entitled to any employee benefits except as otherwise provided herein or required by applicable law. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits (including unemployment compensation), or perquisites, or income resulting from activities such as but not limited to, camps, clinics, media appearances, broadcast talent fees, apparel, equipment or shoe contracts, consulting relationships, or from any other (inside-the-University or outside-the-University) sources that may ensue as a result of University's termination of this Agreement under this Section 6.2.

d. Mullens and University have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that termination of this Agreement by University under this Section 6.2 may precipitate or lead to Mullens' loss of certain salary, benefits, supplemental compensation or other economic advantages or income related to his employment at the University, which damages are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by University shall constitute sufficient, adequate and reasonable compensation to Mullens for any loss, damages or injury Mullens suffers because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty.

e. If University terminates this Agreement under this Section 6.2, Mullens agrees to mitigate University's obligations to pay liquidated damages under Section 6.2.b by making reasonable, good faith, and earnest efforts to obtain comparable employment at a university that competes on the NCAA Division 1-A level, or with the NCAA as soon as reasonably possible after termination of this Agreement pursuant to this Section 6.2. Comparable employment is employment as a Division 1-A athletic director. Should Mullens obtain such comparable employment, University's financial obligations under this Agreement, including Section 6.2.b, shall cease so long as Mullens' monthly compensation, excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, 401(k)/pension/retirement plans, club memberships and use of vehicles, is equal to or greater than University's obligation to pay liquidated damages under Section 6.2.b, prorated on a monthly basis. If Mullens' monthly compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment is less than University's monthly obligation to pay liquidated damages under Section 6.2.b, the amount of University's obligation to pay liquidated damages shall be reduced by the amount of Mullens' compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment. Mullens shall promptly inform University of changes in his employment status (including monthly salary and type and value of fringe benefits that are included in the calculation of Mullens' compensation) for purposes of the implementation of this Section 6.2.e.

6.3 Termination by Mullens

a. Mullens recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Mullens also recognizes that University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University prior to the expiration of the Term of this Agreement. In recognition of these facts, the parties agree that Mullens' decision to terminate this Agreement without cause prior to its expiration will be subject to the following terms and conditions. For purposes of this Section 6.3, "cause" shall be defined as a material breach of this Agreement by University.

b. Mullens will not seek or apply for other employment without prior notice to the President.

c. If Mullens terminates this Agreement without cause during its term, he must give University thirty (30) days advance written notice. Simultaneous with such notice, Mullens shall inform University in writing of his employment plans (if known) following the termination of his employment with University.

d. Termination without cause by Mullens shall require Mullens to pay University liquidated damages as follows: Zero liquidated damages.

e. Mullens and University have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that termination of this Agreement by Mullens under this Section 6.3 may precipitate or lead to University's loss of Mullens' personal services and continuity of leadership in the Department, monetary damages for which are extremely difficult to determine fairly, adequately, or with certainty. The parties further agree that the payment of such liquidated damages by Mullens shall constitute sufficient, adequate and reasonable compensation to University for any loss, damages or injury University suffers because of such termination by Mullens. The foregoing shall not be, nor be construed to be, a penalty.

7. Termination for Cause and Discipline

7.1 Mullens may be disciplined as determined by the President for: (a) any reason for which an

Officer of Administration may be disciplined; (b) for a violation of any material constitution, bylaw, interpretation, rule, regulation, or policy of the NCAA, PAC-12, or University; or (c) any material violation of local, state or federal law. Discipline under this provision may be in addition to discipline imposed by the NCAA or the PAC-12 conference. Depending on the violation, the President may impose a reprimand, assess a fine (of a day's pay or more), suspend (with or without pay) or, consistent with Section 7.2, terminate Mullens. Mullens shall cooperate fully with any University personnel in the course of any investigation of illegal or prohibited behavior on the part of students, boosters, employees, administrators, volunteers, or agents of the University.

7.2 University shall have the right to terminate this Agreement for cause prior to its expiration. Mullens waives any procedural rights he may have except those contained in this Agreement. If

University is considering termination for cause, Mullens shall be notified of the grounds and shall have the opportunity to present a statement of denial, explanation or excuse before such termination is finalized.

a. "Cause" shall mean, in addition to its meaning in OAR 580-21-325(2), any of the following: (i) A deliberate and serious violation of the duties outlined in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Mullens' abilities; (ii) Conduct constituting a violation of any criminal statute involving moral turpitude or conduct constituting the commission of a state or federal felony crime; (iii) A serious and knowing violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of the University, PAC•12 Conference or the NCAA, which may, in the sole good faith and reasonable judgment of University, reflect or impact adversely upon University or its athletic program or which may likely result in University being placed on probation by the PAC•12 Conference or the NCAA, including any violation which may have occurred during prior employment at another NCAA member institution, either by Mullens or, if known to Mullens, by any person Mullens directly supervises or directs; or (iv) Absence from duty of 30 continuous days (except due to family emergency or crisis or an illness documented by a licensed physician) or 30 business days in any twelve (12) month period (except due to family emergency or crisis or an illness documented by a licensed physician) without the consent of the President (which shall not be unreasonably withheld);or (v) Any cause adequate to sustain the termination of any other Officer of Administration.

b. If this Agreement is terminated for cause (as defined above) by the University, all obligations of University to make further payments or to provide any other consideration (notwithstanding OAR 580¬021-0365) shall cease as of the end of the month in which such termination occurs. In no case shall University be liable to Mullens for the loss of any collateral business opportunities or any other benefits, perquisites or income whether from University or other sources if the University terminates this Agreement for cause.

7.3 Mullens shall have the right to terminate this Agreement without any liability to him in the event that the University breaches any of its material obligations hereunder.

8. Miscellaneous

8.1 This Agreement will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. In no event shall any part of this Agreement be construed as a waiver by the State of Oregon of its sovereign and governmental immunities or limits of liability enforceable in the courts of the State of Oregon.

8.2 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

8.3 The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the parties agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one, which achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.

8.4 No waiver, consent, modification, or change of any term of this Agreement shall bind either party unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to future enforcement of that or any other provision.

8.5 This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

8.6 This Agreement may be publicly disclosed in its entirety.

8.7 Mullens' position as Director is not tenure-related and has no academic rank.

8.8 This Agreement, together with all incorporated documents and exhibits attached hereto and referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed by Mullens and on behalf of University by its duly authorized representative. The parties hereby acknowledge and agree that this Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

8.9 All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

To Mullens: Last known address on file with Human Resources

To the University: Office of the President
1226 University of Oregon
Eugene, OR 97403-1226
Fax: 541.346.3017

8.10 University reasonably believes and will use good faith efforts to ensure that its Department of Athletics will have sufficient funds to perform its duties and obligations under this Agreement. It is University's intention, agreement and obligation to perform its duties and obligations under this Agreement if funds are legally available, but University is excused from performing its duties and obligations only to the extent and only for the period that funds are not legally available. University represents and warrants to Mullens that this Agreement is important to the operation of the Department of Athletics and that it anticipates that the revenues of the Department of Athletics, or funds made available to the Department of Athletics by University's affiliated foundation, will be sufficient to make both the compensation payments to Mullens throughout the term of this Agreement (including years added pursuant to Section 3.01) and any sums payable to Mullens for University's breach or termination of this Agreement. If, despite the above, University is not allotted sufficient funds for a fiscal period by appropriation, limitation, grant, or other fund source lawfully available to it for purposes of continuing to perform its duties and obligations under this Agreement, University shall notify Mullens in writing of the unavailability of funds to perform this Agreement. Within 60 days after receiving such notice from the University, Mullens may elect to terminate the Agreement without liability by written notice to University.

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

Rob Mullens	University of Oregon
______________________________	__________________________________
Rob Mullens	Scott Coltrane, Interim President
______________________________	__________________________________
Date	Date