

UNIVERSITY OF CONNECTICUT ALL-SPORT AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the University of Connecticut (in Storrs), having its principal administrative office at 2095 Hillside Road, U-1173, Storrs, Connecticut 06269-1173 (hereinafter "UConn") and NIKE USA, Inc. (a wholly-owned and controlled subsidiary of NIKE, Inc.), an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 (hereinafter "NIKE" or "Contractor").

WITNESSETH

WHEREAS, UConn fields and maintains nationally recognized athletic teams in numerous sports (and retains the coaches and staff in connection therewith) and owns all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols of UConn or its "Intercollegiate Athletic Programs" (as defined below); and

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related accessories, and desires to support UConn and its Intercollegiate Athletic Programs as described below;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is agreed as follows:

1. DEFINITIONS.

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "Division of Intercollegiate Athletics" shall mean UConn's Athletic Department.
- (b) "Athletics Web Site" shall mean www.UConnHuskies.com or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by the Athletic Department excluding www.uconn.edu or any successor web site thereto.
- (c) "Coach" shall mean an individual employed by UConn during the "Term" to act as a head coach of an Intercollegiate Athletic Program.
- (d) "Coach Contract" shall mean a current agreement that exists as between a Coach and NIKE.
- (e) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayal, photograph, likeness and image or facsimile image, and any other means of identification used by such Coach.
- (f) "Conference" shall mean the Big East Conference and such other intercollegiate athletic conferences of which UConn is a member.
- (g) "Contract Year" shall mean each consecutive twelve (12) month period from July 1 through June 30 during the Term.
- (h) "Intercollegiate Athletic Program(s)" shall mean any and all of the varsity intercollegiate athletic programs that are fielded by UConn, including: Baseball, Basketball (men's and women's), Field Hockey, Football, Golf (men's), Ice Hockey (men's and women's), Lacrosse (women's), Rowing (women's), Soccer (men's and women's) (except in the first "Contract Year"), Softball, Swimming and Diving (men's and women's), Tennis (men's and women's), Track and Field/Cross Country (men's and women's), Volleyball (women's), and such other replacement

or additional varsity intercollegiate athletic programs as may be established from time to time during the Term.

- (i) "Flagship Program(s)" shall mean the following Intercollegiate Athletic Programs: football; and men's and women's basketball.
- (j) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (k) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (l) "Athletic Department-controlled Content" shall mean text, graphics, photographs, film, video, audio and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of any and all Intercollegiate Athletic Programs whether created by NIKE (or its agent) or controlled by the Division of Athletics.
- (m) "NCAA" shall mean the National Collegiate Athletic Association.
- (n) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, affiliates and any successor company.
- (o) "Products" shall mean:
 - (1) all athletic and athletically inspired or derived footwear;
 - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, practicewear, thermal wear, compression gear, and performance undergarments (collectively, "Authentic Competition Apparel") worn and/or used by Team members, Coach and Staff during practices, games, exhibitions, and other official UConn activities;
 - (3) "Performance Apparel" which for purposes of this Agreement shall mean any apparel marketed as containing technical fabrications or construction that assist the wearer during athletic endeavors such as base-layer apparel that includes, among other features, moisture management properties (e.g., moisture-wicking, regulation of temperature, weather-protecting, etc.), "seamless construction" or other unique construction (e.g., compression/tight gear) worn and/or used by Team members, Coach and Staff during practices, games, exhibitions, and other official UConn activities;
 - (4) all other apparel articles of an athletic or athleisure nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, towels, gloves,

elbow and knee pads worn and/or used by Team members, Coach and Staff during practices, games, exhibitions, and other official UConn activities; and

- (5) sports equipment including but not limited to inflatable balls, baseballs, golf balls, bats, helmets, catcher's masks, chest protectors, leg and shin guards, eyewear, and other sports equipment that NIKE adds to its Product lines at any time during the Term.
- (p) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Sports Specialties, Brand Jordan, Converse) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
- (q) "NIKE Web Sites" shall mean www.nike.com, www.nikebiz.com or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by NIKE.
- (r) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ballpersons, etc.) employed by UConn during the Term to provide services to any Intercollegiate Athletic Program.
- (s) "Team" shall mean that group of athletes attending the Storrs campus of UConn during the Term and comprising the roster of each Intercollegiate Athletic Program.
- (t) "UConn Marks" shall mean the identifications University of Connecticut, the nickname "Huskies", the Huskies logo, and all other names, nicknames, mascots, identifications, trademarks, service marks, logographics and/or symbols, and any other recognized symbols associated with its athletic teams, controlled by UConn.

2. TERM.

This Agreement shall remain in full force and effect for a period of ten (10) Contract Years, from July 1, 2008 through June 30, 2018, unless sooner terminated in accordance with the terms of this Agreement (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. GRANT OF SPONSORSHIP RIGHTS.

UConn hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the exclusive athletic footwear, apparel and accessories supplier of University of Connecticut Athletics," "the official supplier of the athletic footwear and apparel of (each Intercollegiate Athletic Program)" and "the official athletic footwear and apparel sponsor of (each Intercollegiate Athletic Program)," "the official supplier of the athletic footwear of (each Intercollegiate Athletic Program)," "the official athletic footwear sponsor of (each Intercollegiate Athletic Program)" and/or such similar designations as the parties may agree upon (collectively, the "Designations"); and (ii) the right to utilize (subject to the approval provisions of Paragraph 15 below) the UConn Marks, the Coach Properties and/or the Designations worldwide, in any media (now known or hereafter created) including, but not limited to, the worldwide web, CD-ROM and other interactive and multi-media technologies, in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products. Such rights shall specifically include, but shall not be limited to, the following:

- (a) The exclusive right to supply Products for the Intercollegiate Athletic Programs and to use the Designations.
- (b) The right to manufacture and sell Products and other merchandise bearing or incorporating UConn Marks (collectively, "Licensed Products"), in accordance with any pre-existing Trademark License Agreements between NIKE and UConn's licensing agent, currently the Collegiate Licensing Company (the "CLC License"), and further subject to Paragraph 5 below, and to conduct promotions with and through NIKE retail accounts and over the Internet.
- (c) The right to use UConn-controlled game photographs ("Game Photos"), videotape and/or film footage ("Game Footage") relating to the Intercollegiate Athletic Programs, and Athletic Department-controlled Content, and subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes. In connection therewith, at NIKE's request, UConn shall permit NIKE to utilize, consistent with this Paragraph 3, Game Photos and Game Footage (owned and/or controlled by UConn), without a use fee, other than reasonable search and edit charges.

4. PRE-EXISTING AGREEMENTS.

- (a) NIKE is party to pre-existing contracts with the current Coaches of the Flagship Programs: Coaches Auriemma, Calhoun and Edsall ("Coach Contracts") with respect to product supply of their respective Intercollegiate Athletic Programs, and personal services, and the parties agree that (i) such Coach Contracts shall not be amended without UConn's prior approval, and (ii) the terms of this Agreement shall not be deemed, or construed in any manner, to diminish any rights NIKE may have pursuant to such Coach Contracts.
- (b) UConn is party to one or more pre-existing contracts with respect to the men's and women's soccer Programs, which expire during the first Contract Year upon 12-months notice. Upon expiration of such contracts, beginning in the second Contract Year (or upon the earlier termination of such contracts), the soccer programs and the Coaches thereof shall be deemed subject to all terms and conditions of this Agreement for the balance of the Term.

5. RETAIL LICENSING RIGHTS.

- (a) UConn shall cause CLC to amend the CLC License, and maintain it in effect during the Term, to grant to NIKE the: (i) exclusive worldwide right and license to manufacture and sell at retail (including but not limited to over the Internet) Authentic Competition Apparel bearing or incorporating UConn Marks; and (ii) non-exclusive worldwide right and license to manufacture and sell (including but not limited to over the Internet) non-competition/performance apparel, accessories and other merchandise (e.g., basic T-shirts and fleece, sports graphic T-shirts, etc.), bearing or incorporating UConn Marks (products described in (i) and (ii) collectively, "Licensed Products") pursuant to which NIKE shall pay to UConn's licensing agency (currently CLC) for the benefit of UConn, a royalty on the retail sales of Licensed Products at a rate equal to, and not less than, the licensing royalty percentage rate UConn has established with its licensing agency.
- (b) The parties acknowledge that, except for the Licensed Product-related matters set forth in subparagraph 5(a) above and elsewhere in this Agreement and which shall

be controlling, all rights and obligations with respect to NIKE's manufacture and/or sale of Licensed Products shall be governed by the CLC License unless otherwise mutually agreed directly between UConn and NIKE.

6. INTERNET RIGHTS.

Each Contract Year, UConn shall, and without limiting any other rights granted hereunder, provide NIKE with the following benefits on the Athletics Web Site:

- (a) Visual images of NIKE Products.
- (b) Any other rights or benefits that UConn has granted to other commercial, UConn sponsors or licensees; UConn represents that with regard to the Athletics Web Site, it shall not treat NIKE less favorably than any other commercial sponsor or commercial entity to which UConn has granted any rights with respect to the Athletics Web Site.
- (c) In addition to the foregoing, if requested, NIKE will receive the opportunity, as is consistent with those that UConn has granted to other commercial UConn sponsors or licensees, to create a link from the Athletics Web Site to a NIKE Web Site. The appearance, location and size of the acknowledgement and the link shall be subject to final determination by UConn and in accordance with UConn policy.
- (d) UConn reserves the right to de-link at any time when it determines in its sole discretion that the site to which the link is connected violates state law or UConn policy, mission, or goals.

7. NIKE'S PRODUCT CONSIDERATION.

- (a) In consideration for the rights granted under this Agreement, each Contract Year, UConn shall be entitled to order directly from NIKE, and receive, mutually determined sport-appropriate NIKE Product for use by (or in connection with) the Intercollegiate Athletic Programs. The aggregate wholesale value of supplied product that Athletic Department may order for each Contract Year shall be as set forth in the table below, less the amounts of team products provided in such Contract Year under any applicable Coach Contract(s) but excluding sports camp/charities product (each, an "Annual Product Allotment").

1st Contract Year (2008-09)	\$1,350,000
2nd Contract Year (2009-10)	\$1,350,000
3rd Contract Year (2010-11)	\$1,400,000
4th Contract Year (2011-12)	\$1,400,000
5th Contract Year (2012-13)	\$1,450,000
6th Contract Year (2013-14)	\$1,450,000
7th Contract Year (2014-15)	\$1,500,000
8th Contract Year (2015-16)	\$1,500,000
9th Contract Year (2016-17)	\$1,550,000
10th Contract Year (2017-18)	\$1,550,000

- (b) Each Contract Year UConn shall be permitted to carry-over up to a one hundred thousand dollar (\$100,000) wholesale credit for unordered annual allotment of merchandise from such Contract Year to the next immediately subsequent

Contract Year provided that, at the time UConn places its annual Product order, it confirms in writing to NIKE such election and the amount of the credit it desires to take. Such carry-over credit shall be non-cumulative (i.e., if not used in the immediately subsequent year, it shall be deemed forfeited).

- (c) The current Football Coach, Randy Edsall, has a contract with NIKE that provides for certain rights and benefits, including an opportunity to order football shoes on a "2 for 1" basis. This opportunity to order through the designated Athletic Equipment staff shall continue during the Term, provided Coach Edsall remains the head coach of the Football Program. In any Contract Year in which Coach Edsall is not the head coach of the football Program, UConn shall have the following opportunity: Provided UConn has then ordered at least 300 pairs of football shoes under its Annual Product Allotment for such year, UConn shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use and provided such additional order is placed at the same time UConn submits their annual order for the shoes. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UConn shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if UConn has placed an initial order for 300 pairs of football shoes and to be credited against its Annual Product Allotment, and at the same time places a purchase order for an additional 150 pairs of football shoes—UConn would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)
- (d) Provided UConn has then ordered at least 500 pairs of football gloves under its Annual Product Allotment for such year, UConn shall be entitled to order direct from NIKE, on a "1 for 1" basis, additional football gloves for team use and provided such additional order is placed at the same time UConn submits their annual order for the gloves. For purposes of this subsection, "1 for 1" shall mean that for every pair of football gloves purchased from NIKE, UConn shall receive from NIKE, free of charge, one (1) pair of football gloves. (By way of example illustrating the foregoing, if UConn has placed an initial order for 500 pairs of football gloves and to be credited against its Annual Product Allotment, and at the same time places a purchase order for an additional 200 pairs of football gloves—UConn would pay published wholesale price for 100 pairs, and would receive 100 pairs free of charge.)

8. PRODUCT ORDERING, DELIVERY & LOGO USE ON PRODUCT.

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be mutually determined by NIKE and UConn for each such Contract Year. Each such Contract Year, if UConn desires quantities of NIKE Product in excess of that provided under its Annual Product Allotment, UConn may order and purchase, in conformity with University Purchasing Policies, such additional quantities of the NIKE Products at NIKE's published wholesale prices (or on terms as otherwise provided under Paragraph 7 above), subject to availability and NIKE standard sales terms and conditions. In no event shall UConn Athletic Department purchase any Products (including footwear and core basic apparel – e.g., T-shirts, shorts, fleece and socks), for Intercollegiate Athletic Program use, from any third-party without NIKE's approval. All Product to be supplied by NIKE hereunder shall be delivered F.O.B. to UConn. UConn will issue a formal purchase order to NIKE for product it

wishes to purchase. Credit line product will be ordered by designated UConn Athletic Equipment Staff via NIKE's GPS ordering system. UConn will only accept receipt of NIKE Product that is procured through a formal purchase order or NIKE GPS.

- (b) The parties agree that orders for annual product must be placed 9-12 months in advance or October 1st which represents the start of the order cycle. If ordering is processed in accordance with this schedule, the product shall be delivered no less than two months prior to the first day of pre-season practice for each athletic program. Notwithstanding the foregoing, however, if approved in writing by UConn (such approval not to be unreasonably withheld), certain product(s) within an Intercollegiate athletic program's product allotment may be delivered later than two months prior to the first day of pre-season practice, depending on the date of actual use. Furthermore, UConn acknowledges that once apparel ordering schedules have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product(s), footwear and practice apparel could be delivered by July 1st, and cold weather apparel by October 1st.)
- (c) UConn acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA and now placed by NIKE (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UConn shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on Competition Apparel as such logo now appears and is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.4. Notwithstanding anything contained in this subparagraph, UConn further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules.

9. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UConn shall make NIKE Products available on an exclusive basis to all Intercollegiate Athletic Programs, to be worn and/or used by Team members, Coach and Staff during practices, games, exhibitions, and other official UConn activities (including but not limited to photo sessions and interviews) during which Team members, the Coach and Staff wear and/or use Products. UConn shall require the Coach and Team and Staff members to wear and/or use exclusively NIKE Products during such activities. In the event NIKE does not manufacture and distribute footwear, apparel or equipment to support any Intercollegiate Athletic Program (e.g., skates and hockey equipment), (i) UConn is authorized to separately purchase or acquire appropriate products outside of this Agreement to support any such Intercollegiate Athletic Program and (ii) UConn's Annual Product Allotment will not be reduced. NIKE also acknowledges that Team members, Coaches and Staff may wear non-athletic footwear and apparel, as

appropriate, in connection with official program activities (e.g., banquets or awards dinners, meetings, road game travel, etc.) and that the election to not wear NIKE Product for such activities shall not constitute a breach of this Paragraph. NIKE further agrees to work with any Team member experiencing problems in connection with fit or performance of NIKE footwear. NIKE shall not be liable to UConn, Coach, Staff or any Team member for any injury or damage suffered from wearing or using NIKE Products, except such injury or damage resulting from NIKE's adjudicated negligence. *UConn specifically waives, only as against NIKE, all express warranties, and implied warranties of merchantability or fitness for a particular purpose.*

- (b) UConn shall ensure that no Team member, Coach or Staff member shall:
- (1) Alter or permit the alteration of any NIKE Product provided hereunder to resemble a non-NIKE Product; or
 - (2) Wear, in connection with the Intercollegiate Athletic Program activities contemplated hereunder, any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) UConn shall ensure that no Coach, Staff or Team member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE, in connection with the Intercollegiate Athletic Program activities contemplated hereunder except as permitted in Paragraph 4(b) above.
- (d) UConn acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE footwear worn by members of the Team during practices, games, exhibitions, and other official UConn activities during which Team members wear athletic shoes, is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and, except in extreme circumstances determined to be necessary by UConn Sports Medicine Staff, is a material breach of this Agreement.
- (e) UConn shall not permit (i) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, or UConn if approved by NIKE, to appear on NIKE Products worn or used by Coach, Staff or Team members, in connection with the Intercollegiate Athletic Program activities contemplated hereunder and (ii) UConn will obtain prior approval from NIKE of any contracted vendors prior to any screenprinting on NIKE supplied product.

10. CASH CONSIDERATION.

- (a) Base Compensation. Each Contract Year, in consideration for the rights hereunder, NIKE shall pay UConn Base Compensation in the amount set forth below opposite the indicated Contract Year, to be paid in two (2) equal semi-annual installments to be made on July 1 and January 1 (and subject to Paragraph 19 below).

1st Contract Year (2008-09)	\$ 200,000
2nd Contract Year (2009-10)	\$ 200,000
3rd Contract Year (2010-11)	\$1,075,000
4th Contract Year (2011-12)	\$1,125,000
5th Contract Year (2012-13)	\$1,175,000
6th Contract Year (2013-14)	\$1,225,000

7th Contract Year (2014-15)	\$1,275,000
8th Contract Year (2015-16)	\$1,325,000
9th Contract Year (2016-17)	\$1,375,000
10th Contract Year (2017-18)	\$1,425,000

- (b) Minimum Royalty Guarantee. NIKE shall pay to UConn a minimum royalty guarantee of \$1,000,000 over the Term (the "MRG") as follows: all royalties earned on Net Sales over the Term will be credited against the MRG and, within 30 days after the end of Term, NIKE will pay UConn the amount (if any) by which the MRG exceeds such earned royalties.
- (c) Basketball Facility Payment. In addition to Base Compensation, NIKE shall make a One Million Dollar (\$1,000,000) payment to UConn toward construction of a new basketball facility, within thirty (30) days of full execution of this Agreement.
- (d) 2007-08 Product Credit/Reimbursement. NIKE shall cancel any outstanding invoices issued to UConn and/or reimburse UConn for payments made for Products supplied for the 2007-08 school year, up to a maximum of \$800,000 (wholesale value).

11. FLAGSHIP COACH CONTRACTS

- (a) If any Flagship Coach ceases to be a UConn head coach or any current Coach Contract with NIKE terminates for any reason: (i) the rights under the relevant Coach Contract shall revert to UConn and (ii) the annual Base Compensation provided to UConn as set forth in Paragraph 10(a) above would increase by the annual Base Compensation provided in the Coach Contract for the remainder of its term. In no event shall UConn be liable for any compensation provided by NIKE under a Coach Contract that may be due following retirement, resignation or separation from UConn.
- (b) If UConn replaces any Flagship Coach during the Term: (i) such replacement Coach would be entitled to order NIKE Product, at retail pricing, through the "NIKE by Mail" program in an amount determined by the Division of Athletics and subject to applicable University policies and procedures. (Allocations total \$100,000 for the three (3) Flagship Programs) and (ii) UConn would be entitled to performance bonuses for the applicable Flagship Program according to the attached Schedule A.
- (c) If any Flagship Coach continues to be a UConn head coach beyond the term of his Coach Contract and such Coach Contract has not been earlier terminated, UConn may choose to (i) assume and grant to NIKE the rights under the relevant Coach Contract, in which case this Agreement shall be amended to include any performance bonuses and camp/charity merchandise provisions of such Coach Contract (subject to the Flagship Coach remaining head coach); or (ii) direct NIKE to renew the relevant Coach Contract, in which case NIKE shall reduce the annual Base Compensation provided above in the amount of the Flagship Coach's annual Base Compensation. By way of illustrating (ii), if Coach Auriemma remains at UConn beyond the second Contract Year, UConn may direct NIKE to continue Coach Auriemma's Coach Contract, and include Base Compensation of \$260,000. NIKE then would extend Coach Auriemma's Contract accordingly and the annual Base Compensation paid by NIKE to UConn hereunder would be reduced by the amount of Coach Auriemma's annual Base Compensation (i.e., UConn would be

paid \$815,000 for the 3rd Contract Year, \$865,000 for the 4th Contract Year, \$915,000 for the 5th Contract Year, etc.).

12. PROMOTIONAL APPEARANCES.

In connection with the promotion of NIKE Products and/or the NIKE brand:

- (a) Upon reasonable prior notice and subject to any coaching commitment, if so requested by NIKE, UConn shall make the Coach of each Flagship Program available for up to four (4) appearances per Contract Year (less the number of appearances provided under any applicable Coach Contract(s), and the Coach of all other Intercollegiate Athletic Programs available for up to one (1) appearance per Contract Year. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. Neither UConn nor any Coach shall receive additional compensation for such appearances.
- (b) NIKE agrees to reimburse UConn for all reasonable and necessary out-of-pocket expenses incurred by any Coach in connection with any appearance hereunder, including, if required, first class airfare. In the event Coach attends a NIKE Coach of the Year Clinic requiring air travel, the parties agree NIKE shall pay coach class airfare.

13. OTHER SPONSOR BENEFITS.

Each Contract Year, UConn shall provide NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

- (a) NIKE shall receive season tickets to home games (and neutral site games as indicated below) for each Intercollegiate Athletic Program in accordance with the following:

PROGRAM	TICKETS*
Football (home)	20 (suite**), 5 premium parking passes
Bowl Game	10
Basketball (M)	8
Basketball Tournament (M) (Conference)	8
Basketball Tournament (M) (NCAA or NIT, if applicable)	12
Basketball (W)	8
Basketball Tournament (W) (Conference)	8
Basketball Tournament (W) (NCAA or NIT, if applicable)	12
Other Ticketed Programs	4
* All tickets shall be best available lower-level seating, adjacent seats when possible.	
**All food/beverage costs of suite to be paid by NIKE.	

NIKE also shall have the opportunity to purchase (face value or at UConn's cost, whichever is less) an additional 10 tickets to any Bowl Game in which the football Program appears.

- (b) Four (4) Gampel Pavilion parking passes for all men's and women's basketball home games.
- (c) The following signage:
 - Gampel Pavilion (men's and women's basketball)
 - LED Scorer's table signage and baseline rotating signage
 - Permanent scoreboard signage
 - XL Center
 - LED Scorer's table signage and baseline rotating signage
 - Rentschler Field
 - Video board logo recognition
 - Permanent signage on upper stadium fascia
 - Soccer Stadium (subject to Paragraph 4)
 - Field level fence signage
 - Ice Rink (men's and women's ice hockey)
 - Dasher board signage

During the first Contract Year, NIKE shall be responsible for providing, at its cost, camera-ready artwork for such signage and UConn shall be responsible for the cost of initial installation and maintaining such signage in reasonable repair. After initial installation, if NIKE elects to change-out any signage, all costs for any such change-outs shall be borne by NIKE.

- (d) At each home football and basketball game, suitable in-game P.A. announcements and/or electronic board messages recognizing NIKE as the exclusive Products supplier and sponsor of the UConn's athletic program.
- (e) One full-page, 4-color NIKE advertisement (camera-ready ad to be produced and provided by NIKE at its cost) in the football game day program.
- (f) Prominent NIKE name and logo recognition in each basketball (men's and women's) game day 4-color poster and roster card (if the latter is produced).
- (g) Prominent NIKE name and/or logo recognition in all other sports-related publications or other media published by UConn.
- (h) Football Game Day Title Sponsorship: To one mutually agreed upon home football game, UConn shall provide NIKE with the following (in addition to the other tickets and benefits provided herein):
 - 100 tickets (best available location)
 - Display of banners in both end zones
 - Two video board logo displays

- Access to hospitality tent outside stadium suitable for hosting up to the 100 ticketed NIKE guests (NIKE to pay all associated catering/set up costs using venue contracted caterer)
 - Access to high-traffic location in stadium concourse for promotional and/or retail display
 - Recognition on program cover
- (h) Basketball Game Day Title Sponsorships: To one mutually agreed upon home men's basketball game and one mutually agreed upon home women's basketball game, UConn shall provide NIKE with the following (in addition to the other tickets and benefits provided herein)
- 50 tickets (best available location)
 - Display of two banners on press row
 - Two video board logo displays
 - Access to hospitality area to host dinner/reception (NIKE to pay all associated catering/set up costs using venue contracted caterer)
 - Access to high-traffic location in arena concourse for promotional and/or retail display
 - Additional recognition on game-day roster poster
- (i) In addition to the above, UConn shall afford NIKE advance notice and the opportunity to consider participation in any and all additional advertising opportunities, in any media, which become available during the Term.

NIKE acknowledges that any recognition, name or logo identification, statement or acknowledgement provided by UConn under this paragraph or this Agreement shall comply with the requirements of 26 USC 513 or other applicable law or regulations to qualify the payment to UConn as a "qualified sponsorship payment" and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by UConn. All such recognition is subject to and shall comply with all NCAA rules and regulations.

In the event any of the foregoing benefits are reconfigured in a manner that precludes providing the exposure contemplated hereunder, the parties shall consult in good faith to determine a mutually agreeable equivalent exposure at any so affected venue.

14. DESIGN & MARKETING CONSULTATION.

- (a) UConn acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UConn's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UConn and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon request by NIKE, UConn shall require designated Coaches and Staff to provide NIKE with written or oral reports concerning the NIKE Products supplied to each

through NIKE's product development and testing program (such product is supplied outside of the Annual Product Allotment and not counted against it, e.g., prototype product) which reports shall be provided "as is", without any representation or warranty whatsoever, and used solely by NIKE (if at all) at its own risk and not to be used for any external or commercial representation. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products.

- (b) UConn acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brand and particular Product models and styles. Accordingly, UConn shall require the use, in practices and games, by the Team as NIKE may request, such specific models and/or styles of NIKE Products as NIKE may designate from time to time and UConn further acknowledges that this undertaking is a material term, and is of the essence, of this Agreement.

15. APPROVAL OF USE OF UCONN OR NIKE MARKS.

- (a) In the event NIKE desires to use the UConn Marks in any consumer advertising or promotion, or on products provided hereunder for Team use, NIKE shall first submit a sample or the concept of the proposed advertisement, promotion or product to UConn for approval by the UConn Licensing Office, which approval shall not be unreasonably withheld. UConn shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. UConn's approval, or disapproval, shall be in writing. (If a submission is disapproved, UConn's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by UConn shall be deemed disapproved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UConn's further approval.
- (b) Except as otherwise set forth herein, in the event UConn desires to use the NIKE Marks in any advertising or promotion, UConn shall first submit a sample or the concept of the proposed advertisement or promotion to NIKE for approval, which approval shall not be unreasonably withheld. NIKE shall use its best efforts to advise UConn of its approval or disapproval of the sample or concept within fifteen (15) business days of its receipt thereof. NIKE's approval, or disapproval, shall be in writing. (If a submission is disapproved, NIKE's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been approved within twenty (20) business days of receipt by NIKE shall be deemed disapproved. Once a submitted sample or concept is approved, UConn shall not depart therefrom in any material respect without re-submission of the item and obtaining NIKE's further approval.

16. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UConn desires to develop an additional trademark, service mark, symbol and/or logographic in connection with the Intercollegiate Athletic Program (collectively, "New Logo"), UConn shall in writing notify NIKE of such intention and agrees to meet with NIKE, upon NIKE's request, to discuss in good faith the use of NIKE's services to design such New Logo. Such discussions must occur prior to UConn's engaging in negotiations with any third party to provide such design services. Should UConn elect to have NIKE undertake such design assignment, NIKE shall

provide such design services at no expense to UConn except as provided below. In the event NIKE designs such New Logo and it is approved by UConn, then UConn shall be the sole owner of all right, title and interest in and to the New Logo. NIKE agrees to execute the documents reasonably necessary to assign all rights in the New Logo to UConn prior to any use of the New Logo. Following the expiration or termination of the Agreement for any reason, NIKE shall have no further rights, except as otherwise provided herein, with respect to the New Logo. UConn acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UConn without UConn's prior approval.

- (b) NIKE recognizes the value of the UConn Marks and acknowledges that the goodwill attached thereto belongs to UConn and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UConn Marks.
- (c) UConn recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UConn any rights, title or interest in or to the NIKE Marks.

17. RIGHTS OF FIRST DEALING AND FIRST REFUSAL.

- (a) At NIKE's request, UConn shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to January 1, 2018 (the "Exclusive Negotiating End Date"), unless this Agreement has been terminated before then, UConn shall not engage in discussions or negotiations with any third party regarding product supply with respect to any Products, or sponsorship of any Intercollegiate Athletic Program (or similar supply or promotional arrangement) with respect to any Products, ("Product Supply/Endorsement") to become effective upon expiration of this Agreement.
- (b) From January 1, 2018 to June 30, 2018, NIKE shall have the right of first refusal for Product Supply/Endorsements, as follows. If UConn receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/ Endorsements, UConn shall to the extent allowed by applicable law, rules and regulations, submit to NIKE in writing the specific terms of such bona fide third-party offer in the form of a true copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third-party offer to notify UConn in writing if it will enter into a new contract with UConn on terms no less favorable to UConn than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UConn within such 15-day period, UConn shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-day period, UConn may thereafter consummate an agreement with such third party on the terms of the offer made to UConn. Prior to the Exclusive Negotiating End Date, unless this Agreement has been terminated before then, UConn shall not solicit, consider or

present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any Product Supply/ Endorsements.

18. RIGHTS FOR NEW PRODUCTS.

From time to time during the term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UConn advance written notice of the particular item(s) then in development by NIKE and the opportunity to field-test such item. Once such item is commercially available, and subject to the Division of Athletics reasonable approval as to performance and suitability of such product, and further subject to any existing applicable UConn agreements with other vendors for such item or items, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) above and "NIKE Products" as defined in Paragraph 1(o) above and covered in all pertinent respects by the terms hereof and UConn shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UConn shall make such new Product item(s) available to Coach, Staff and/or Team members, NIKE shall supply UConn with sufficient quantities for such purpose to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UConn, Coach, Staff and/or Team members are then receiving from a third party, and UConn shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Agreement.

19. RIGHT OF REDUCTION, SET-OFF.

- (a) UConn acknowledges that the principal inducements for NIKE's entrance into this Agreement are (i) the wide-spread national media exposure that the Flagship Programs annually receive, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of logo placements), on the Products supplied hereunder and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year any of the Flagship Programs are banned from television appearances or if, for any reason, NIKE's logo placement rights are diminished (in terms of size, location placement, color prominence and/or number of logo placements and/or through electronic means as described in Paragraph 22(a)(4) below), in lieu of NIKE's exercise of its termination right under Paragraph 22 below, then for such Contract Year NIKE shall have the right to reduce UConn's scheduled Cash Compensation in accordance with the following:

PROGRAM	TV APPEARANCE BAN % REDUCTION
Football	15%
Basketball (M)	50%
Basketball (W)	35%

If NIKE logo placement rights are diminished in a manner other than as enumerated above, the parties shall in good faith negotiate a mutually agreed equitable reduction in scheduled Cash Compensation to be paid UConn going forward taking into account the nature and extent of the diminution of rights.

- (b) UConn further acknowledges that (i) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear on the side (and other locations) of the athletic shoes provided by NIKE to UConn for use pursuant to this Agreement, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the unauthorized "spatting" or taping of shoes in any manner is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if the coaching staff shall permit the spatting or taping of NIKE footwear, in a manner inconsistent with the terms hereof, in lieu of NIKE's exercise of its termination rights under Paragraph 22 below, NIKE shall have the right (in its sole discretion) to reduce UConn's annual scheduled Cash Compensation (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below.

	% REDUCTION AMOUNT
1st Occurrence	10% of total annual Base Comp.
2nd Occurrence	15% of total annual Base Comp.
3rd Occurrence	25% of total annual Base Comp.

Successive reductions shall be cumulative (e.g., 3 occurrences would result in annual Cash Compensation being reduced by a total of 50%).

20. CORPORATE RESPONSIBILITY.

- (a) NIKE acknowledges and confirms a shared commitment with UConn to improving the working conditions in the subcontracted factories engaged to make University of Connecticut licensed product sold at retail under the CLC License. Accordingly, NIKE represents and warrants that all retail licensed products bearing UConn Marks shall be manufactured in accordance with (i) the NIKE Code of Conduct, and (ii) the CLC Code of Conduct (the "CLC Code") adopted by UConn attached hereto as Schedule B, and NIKE shall publicly disclose on-line the names and locations of active contracted factories that produce such product.
- (b) NIKE agrees to in good faith work with UConn in all areas of corporate responsibility, including, but not limited to, sustainability, diversity, and workers and factories.

21. RIGHT OF TERMINATION BY UCONN.

UConn shall have the right to terminate this Agreement immediately upon written notice to NIKE if:

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UConn of any sum due pursuant to this Agreement within thirty (30) days following NIKE's receipt of written notice from UConn that such payment is past due;
- (c) The Retail License is terminated by NIKE; or
- (d) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UConn specifying the breach.

22. RIGHT OF TERMINATION BY NIKE

- (a) NIKE shall have the right to terminate this Agreement immediately upon written notice to UConn if:
- (1) Any Flagship Program is placed on NCAA probation or UConn ceases for any reason to field a Flagship Program team;
 - (2) Coach, Staff and/or Team members fail to wear or use NIKE Products during practices, games, exhibitions or other occasions during which they wear or use Products (including but not limited to photo sessions and interviews), or wear NIKE Products altered in violation of the provisions of Paragraph 9 above; provided, however, that: (i) NIKE shall have first provided written notice to UConn of any such violation and such violation shall then recur during the same Contract Year and ii) UConn use of non-NIKE Products arising from Paragraph 9(a) shall not be a material breach of this Agreement;
 - (3) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement;
 - (4) UConn, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence and/or numerosity) on the Products supplied hereunder, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other electronic/computer imaging technology that alters, substitutes or replaces NIKE's stadium/arena signage (including NIKE logo identification that appears on uniforms) with other commercial identification that is seen by home television viewers;
 - (5) Any member of the Athletic Department administration (including Coach or Staff), acting in that capacity, publicly disparages the quality and/or performance of NIKE Products; or
 - (6) UConn breaches any warranty or other material term of this Agreement, which breach UConn fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UConn of any such breach.
- (b) In the event of termination under this Paragraph 22 or Paragraph 21, UConn shall not be entitled to any further compensation under this Agreement, except any unpaid Base Compensation earned prior to the effective date of termination, pro-rated (in the case of Base Compensation) over the entire Contract Year and calculated to the effective date of termination. Alternatively, NIKE shall have the right to receive from UConn reimbursement for Base Compensation, if any, paid in excess of the amount to which UConn would be entitled if the Base Compensation were pro-rated over the entire Contract Year, calculated to the effective date of termination. Any such payment shall be due within thirty (30) days of the date of termination.

23. NIKE POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:

- (a) Run for up to ninety (90) days any non-cancelable media involving the UConn Marks and/or the Coach Properties, and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination; and
- (b) Use for in-house historical purposes any UConn owned game videotapes, films or photographs.

24. REMEDIES.

- (a) **Claims.** NIKE agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and NIKE further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- (b) NIKE shall be entitled to all remedies permitted by applicable state law.

25. INDEMNIFICATIONS.

NIKE shall defend, indemnify and hold harmless UConn, its Board of Trustees, officers, employees and agents (collectively, "UConn Parties") from and against all suits, actions, claims, judgments, damages, losses, liabilities, costs and expenses, including reasonable attorney fees, ("Claims") incurred by any UConn Parties arising out of or relating to: (i) NIKE's breach of any material term of this Agreement; or (ii) the acts or omissions of NIKE, or those of its employees and/or agents; provided NIKE is given prompt written notice of and shall have the option to undertake and conduct the defense of any such Claim. In any instance to which the foregoing indemnities pertain, UConn Parties shall cooperate fully with and assist NIKE in all respects in connection with any such defense, and no UConn Party shall enter into a settlement of such Claim or admit liability or fault on the part of NIKE without NIKE's prior written approval.

26. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service or facsimile with confirmed delivery, to the parties at the addresses given below, or such other addresses as either party may designate to the other. Any written notice shall be deemed to have been given at the time it is sent addressed to the parties as set forth below.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Specialist (if faxed, to 503-646-6926)	University of Connecticut Division of Athletics 2095 Hillside Road, Unit 1173 Storrs, CT 06269-1173 Attn: Director of Athletics (if faxed, to 860-486-3300)
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27. RELATIONSHIP OF PARTIES.

The performance of services for NIKE by UConn is in the capacity of independent contractors. Accordingly, nothing contained in this Agreement shall be construed as

establishing an employer/employee, partnership or joint venture relationship between UConn and NIKE.

28. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UConn hereunder are personal to UConn and shall not be assigned or delegated by UConn. Any assignment by UConn shall be invalid and of no force or effect and upon any such unauthorized assignment, NIKE may, at its option, immediately terminate this Agreement upon written notice to UConn.
- (b) The rights granted to NIKE by UConn hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group and its retail accounts without UConn's prior approval, which approval shall not be unreasonably withheld. Any unauthorized assignment by NIKE shall be invalid and of no force or effect and upon any such unauthorized assignment, UConn may, at its option, immediately terminate this Agreement upon written notice to NIKE.

29. WAIVER.

The failure at any time of UConn or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

30. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted and agreed to by the parties, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

31. ADDITIONAL WARRANTIES.

- (a) UConn represents, warrants and covenants that, in connection with the Intercollegiate Athletic Programs:
 - (1) UConn shall not permit, or authorize, any third-party licensee of UConn to use any NIKE Marks or condone any licensee's unauthorized use thereof.
 - (2) To its knowledge as of the date hereof, and except as otherwise set forth herein, no agreement, contract, understanding or rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of UConn hereunder.
 - (3) To its knowledge as of the date hereof, and except as otherwise set forth herein, neither UConn, Coach nor any Staff member is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of UConn, Coach or any Staff member. UConn further represents, warrants and covenants that during the Term UConn will not:

- (i) Sponsor, endorse or allow Coach or any Staff member to sponsor, endorse or wear and/or use athletic footwear or other Products sold by any manufacturer or seller other than NIKE in connection with the Intercollegiate Athletic Program activities contemplated hereunder;
 - (ii) Enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any manufacturer or seller of Products other than NIKE, or allow Coach or any Staff member to enter into any such agreement with any person or entity other than NIKE that manufacturers, sells, licenses or is brand-identified to Footwear such as certain traditional fashion sports brands (e.g., Polo, Hilfiger, Nautica, Phat Farm, Sean John, etc.);
 - (iii) Sell to any person or entity Products purchased or provided hereunder by NIKE or any other third party;
 - (iv) Permit the trade name, trademark, name, logo or any other identification of any manufacturer or seller of Products other than NIKE to appear on signage at practices, games, exhibitions, and other official UConn Intercollegiate Athletic Program activities (including but not limited to photo sessions and interviews); or
 - (v) Take any action inconsistent with the endorsement of NIKE Products, or allow Coach or any Staff member to take any such action in connection with the Intercollegiate Athletic Program activities contemplated hereunder.
- (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.
- (b) NIKE represents, warrants and covenants that:
- (1) NIKE shall not permit, or authorize, any third-party licensee of Nike to use any UConn Marks or condone any licensee's unauthorized use thereof.
 - (2) In connection with the performance of this Agreement, it shall adhere to all applicable laws of the State of Connecticut; and
 - (3) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

32. CONFIDENTIALITY.

UConn shall not (nor shall it permit or cause its employees, agents, attorneys, accountants or representatives to) disclose the financial or other material terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to UConn by NIKE pursuant to this Agreement, to any third party, except to its Board of Trustees, or as may be required by law (including the Connecticut Freedom of Information Act), Conference or NCAA written requirements, or as approved in advance by NIKE. This Paragraph shall survive the expiration or termination of this Agreement.

33. STATE OF CONNECTICUT REQUIRED TERMS.

- (a) **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- (b) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- (c) **Nondiscrimination and Affirmative Action Provisions In Contracts of the State and Political Subdivisions Other Than Municipalities** - The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:
- (1) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith

efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

For the purpose of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(d) **Nondiscrimination – Contracts of the State and Political Subdivisions, Other Than Municipalities, To Contain Provisions Re Nondiscrimination on the Basis of Sexual Orientation.** (1) The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) the contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be

provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (e) **Campaign Contribution Restrictions.** For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice below:

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

- (f) **Force Majeure**. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- (g) **Insurance**. The Contractor agrees that while performing Services specified in this agreement he will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance will be filed with the contracting State agency prior to the performance of Services.

34. CAPTIONS.

Paragraph captions and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

35. ENTIRE AGREEMENT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UConn and NIKE as to the matter set forth herein and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UConn and NIKE in connection with the matter set forth herein shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below

[Redacted signature block]

Jeffrey A. ~~Nathaway~~
Its: Director of Athletics
Fed. Id. No: 06-0772160

NIKE USA, Inc.
(a w [Redacted])
By: [Redacted]

Its: Director of ~~US~~ Sports Marketing

By: [Redacted]

Its: Vice President/Chief Financial Officer
Lorraine M. Aronson

By: [Redacted]

Peter H. Koehler, Jr.
Its: Regional Counsel-U.S Region

Dated: 7.01.08

Dated: 7/7/08

APPROVED AS TO FORM:

[Redacted signature block]
Associate Attorney General

7/10/08

SCHEDULE A
Performance Bonuses

In the event a current Flagship Coach ceases to be a UConn head coach, the following bonus schedule shall apply to the relevant Flagship Program. NIKE shall pay UConn within thirty (30) days of NIKE's receipt of written notice that such bonus has been earned.

Men's Basketball	
Big East Champion	\$ 10,000
Plays in NCAA Final Four	\$ 25,000
Wins NCAA Championship	\$ 25,000
Women's Basketball	
Big East Champion	\$ 5,000
Plays in NCAA Final Four	\$ 10,000
Wins NCAA Championship	\$ 15,000
Football Bonuses	
Big East Champion	\$ 20,000
Plays in a Non-BCS tier 1 bowl game	\$ 5,000
Plays in a BCS game	\$ 25,000
BCS Bowl Game Champion	\$ 25,000

SCHEDULE B
CLC Code of Conduct

CLC SPECIAL AGREEMENT REGARDING
LABOR CODES OF CONDUCT
(January 2007 Document)

This is an Agreement between -----, a ----- organized under the laws of the state of -----, having its principal place of business at ----- (“Licensee”), and the Collegiate Licensing Company, a Georgia corporation, having its principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 (“CLC”), as agent on behalf of the Collegiate Institutions.

WHEREAS Licensee and CLC have entered into and are operating under the terms of the Collegiate Licensing Company Standard Retail Product License Agreement and/or other similar license agreements involving the use of Collegiate Institution indicia (collectively, the “License Agreement”);

WHEREAS Collegiate Institutions have adopted certain labor code standards and verification / monitoring procedures regarding the manufacture, production and sale of Licensed Articles (“Code(s) of Conduct”);

WHEREAS Collegiate Institutions have directed CLC to implement their respective Codes of Conduct with Licensee as an additional License Agreement requirement;

WHEREAS defined terms not defined herein will have the same meanings as ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the parties’ mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. LICENSEE OBLIGATIONS

Certain Collegiate Institutions have directed CLC to implement the Code of Conduct requirements as described in this Agreement as an institutional policy and requirement, as provided in the License Agreement. Accordingly, Licensee shall comply with Code of Conduct requirements as directed by the respective Collegiate Institutions and as described in this Agreement in order to remain in compliance with the License Agreement. Licensee shall cooperate with CLC, the Collegiate Institutions and/or their agents or representatives in periodic inspections of Licensee’s factory sites to ensure that Licensee is in compliance with such Code of Conduct requirements. Licensee’s failure to comply with Code of Conduct requirements for a Collegiate Institution shall be considered a breach of the License Agreement regarding the applicable Collegiate Institution.

2. CURRENT CODE OF CONDUCT REQUIREMENTS

Certain Collegiate Institutions have adopted Code of Conduct requirements. Those requirements are set forth on the attached Schedules and Riders.

3. ADDITIONS / MODIFICATIONS OF CODE OF CONDUCT REQUIREMENTS

Additional Collegiate Institutions may from time to time implement Code of Conduct requirements, and Collegiate Institutions may from time to time modify their Code of Conduct requirements. CLC shall give Licensee reasonable written notice of any changes in Code of Conduct requirements. Licensee, upon receipt of the notice, shall be responsible for complying with the new Code of Conduct requirements.

4. TERM

This Agreement shall begin effect on the last date of signature below and shall terminate upon the termination, revocation, cancellation or expiration of the rights granted Licensee under the License Agreement with respect to affected Collegiate Institution(s). Any renewal(s) of said License Agreement shall constitute renewal of this Agreement.

5. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. NO WAIVER, MODIFICATION, ETC.

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee, CLC and Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

7. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached schedules are an integral part of this Agreement. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

LICENSEE:

By: _____ [Seal]
(Signature of officer, partner, or person
duly authorized to sign)

Title: _____

Date: _____

THE COLLEGIATE LICENSING COMPANY, as agent on behalf of the Collegiate Institutions.

By: _____
(Signature of person duly authorized to sign)

Title: _____

Date: _____

**Labor Code Standards
Schedule I**

- I. Introduction: The Collegiate Licensing Company ("CLC") and the collegiate institutions represented by CLC ("Collegiate Institutions") are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Collegiate Institutions believe that Licensees share this commitment, CLC and certain Collegiate Institutions have adopted the following Labor Code Standards (the "Code") which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term "Licensee" shall include all persons or entities which have entered into a written "License Agreement" with CLC to manufacture "Licensed Articles" (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Collegiate Institutions. The term "Licensee" shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensee' contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Collegiate Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standards: Licensees shall comply with the following standards:

1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees' basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.¹
2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.

¹CLC and the Collegiate Institutions will continue to monitor these issues and will promote studies that examine conditions and factors related to minimum and prevailing wages and employees' basic needs.

3. **Overtime Compensation:** In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
4. **Child Labor:** Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.
5. **Forced Labor:** There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. **Health and Safety:** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.
7. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. **Freedom of Association and Collective Bargaining:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

COLLEGIATE INSTITUTIONS - LIST I

The following Collegiate Institutions have adopted Labor Code Standards – Schedule I:

1. The University of Alabama
2. University of Alaska at Anchorage
3. University at Albany, SUNY
4. University of Arizona
5. University of Arkansas-Fayetteville
6. Baylor University
7. Boston College
8. Boston University
9. California State University, Sacramento
10. University of Cincinnati
11. University of Connecticut
12. Cornell University
13. University of Delaware
14. Duke University
15. Drexel University
16. East Carolina University
17. University of Florida
18. Florida State University
19. Fresno State
20. George Mason University
21. George Washington University
22. Georgetown University
23. University of Georgia
24. Georgia Institute of Technology
25. University of Houston
26. University of Illinois
27. James Madison University
28. Kansas State University
29. University of Kansas
30. Marquette University
31. Marshall University
32. University of Maryland
33. University of Memphis
34. University of Miami
35. The University of Missouri
36. University of Montana
37. Montana State University
38. University of Nebraska
39. University of New Hampshire
40. University of North Carolina at Greensboro
41. University of North Carolina
42. Northwestern University
43. The University of Oklahoma
44. Oklahoma State University
45. Oregon State University
46. The Pennsylvania State University
47. Pepperdine University
48. University of Pittsburgh
49. Providence College
50. Purdue University
52. Saint Joseph's University
53. San Diego State University
54. San Jose State University
55. Santa Clara University
56. University of South Carolina
57. Syracuse University
58. Temple University
59. The University of Tennessee
60. The University of Tennessee at Chattanooga
61. The University of Tennessee at Martin
62. The University of Texas at Austin
63. Texas Tech University
64. Tulane University
65. University of Utah
66. Utah State University
67. Vanderbilt University
68. Villanova University
69. University of Virginia
70. Wayne State University
71. University of Washington
72. University of Wisconsin-Madison
73. University of Wyoming

Updated 06/27/08

**Labor Code Standards
Rider 1 to Schedule I**

Full Public Disclosure:

Each Licensee shall disclose to the Collegiate Institution or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all items which bear Licensed Indicia. Such information shall be updated upon change of any factory site location. The Collegiate Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

COLLEGIATE INSTITUTIONS - LIST II

The following Collegiate Institutions have adopted Rider 1 to Schedule I:

1. University of Alabama
2. University of Alaska at Anchorage
3. University at Albany, SUNY
4. University of Arizona
5. University of Arkansas-Fayetteville
6. Baylor University
7. Boise State University
8. Boston College
9. Boston University
10. California State University, Sacramento
11. California State University, Northridge
12. Colgate University
13. University of Colorado
14. Colorado State University
15. University of Connecticut
16. Cornell University
17. University of Delaware
18. Drexel University
19. Duke University
20. East Carolina University
21. University of Florida
22. Florida State University
23. Fresno State
24. George Mason University
25. George Washington University
26. Georgetown University
27. University of Georgia
28. Georgia Institute of Technology
29. Gonzaga University
30. University of Illinois
31. James Madison University
32. University of Kansas
33. Kansas State University
34. University of Kentucky
35. Louisiana State University
36. University of Louisville
37. Marquette University
38. Marshall University
39. University of Maryland
40. University of Memphis
41. University of Miami
42. The University of Michigan
43. The University of Missouri
44. University of Montana
45. Montana State University
46. University of Nebraska
47. University of New Hampshire
48. The University of New Mexico
49. New Mexico State University
50. New York University
51. University of North Carolina at Greensboro
52. University of North Carolina
53. Northern Arizona University
54. Northwestern University
55. The University of Notre Dame du Lac
56. The University of Oklahoma
57. Oregon State University
58. The Pennsylvania State University
59. University of Pittsburgh
60. Purdue University
61. The University of Rhode Island
62. Rutgers University
63. St. Cloud State University
64. Saint Joseph's University
65. San Diego State University
66. San Jose State University
67. Santa Clara University
68. University of South Carolina
69. University of South Florida
70. Syracuse University
71. Temple University
72. The University of Tennessee
73. The University of Tennessee at Chattanooga
74. The University of Tennessee at Martin
75. The University of Texas at Austin
76. Tulane University
77. University of Utah
78. Utah State University
79. Vanderbilt University
80. Villanova University
81. University of Virginia
82. University of Washington
83. Wayne State University
84. University of Wisconsin-Madison
85. University of Wyoming
86. Xavier University

Updated 06/27/08

**Labor Code Standards
Rider 1A to Schedule I**

Full Public Disclosure:

For University of Arizona licensees, full public disclosure includes but shall not be limited to direct disclosure to the University, in addition to required disclosure to CLC or various other monitoring organizations.

Monitoring:

In addition to any other monitoring provisions or practices which the University of Arizona may require, including but not limited to those developed by or to be developed by the FLA, CLC, or other programs in which the University elects to participate, the University further requires that as part of its overall Code compliance and monitoring program, licensees will accommodate unannounced visits to, and unannounced independent monitoring of, factories selected without the participation of the companies whose factories, or whose contractors' factories, are being monitored. For purposes of this provision, "independent monitoring" must involve accreditation of monitors wherein the qualifying person or group has no monetary interest in the outcome of the monitoring process. The independent monitor may not be chosen by the individual corporate or other ownership entity whose factories or whose contractor's factories are being monitored, nor may the monitors be selected or accredited by a group dominated by commercial or corporate interests or entities. Accreditation should occur through organizations with balanced representation of business entities, universities, human rights organizations and preferably labor rights organizations.

**Labor Code Standards
Rider 2 to Schedule I**

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

COLLEGIATE INSTITUTIONS - LIST III

The following Collegiate Institutions have adopted Rider 2 to Schedule I:

1. The University of Alabama
2. University at Albany, SUNY
3. University of Arkansas-Fayetteville
4. University of Arizona
5. University of Cincinnati
6. University of Connecticut
7. Cornell University
8. Drexel University
9. Duke University
10. East Carolina University
11. University of Florida
12. The George Washington University
13. Georgetown University
14. University of Illinois
15. James Madison University
16. Kansas State University
17. Marquette University
18. University of Miami
19. The University of Missouri
20. University of Montana
21. Montana State University
22. University of Nebraska
23. The University of New Mexico
24. University of North Carolina
25. Northwestern University
26. Oregon State University
27. The Pennsylvania State University
28. Purdue University
29. Rutgers University
30. San Diego State University
31. Syracuse University
32. Temple University
33. The University of Tennessee
34. The University of Tennessee at Chattanooga
35. The University of Tennessee at Martin
36. Tulane University
37. Vanderbilt University
38. University of Virginia
39. University of Washington
40. University of Wisconsin-Madison

Updated 06/27/08

FLA Labor Code Categories
Schedule II

Monitoring:

Each Licensee shall comply with the monitoring requirements adopted by the Collegiate Institution including but not limited to participation in the Fair Labor Association ("FLA") labor code monitoring program. Licensee shall participate in the FLA under one of the following four applicable categories:

Category A Licensees (companies with more than \$50 million in total annual revenue) are subject to the following criteria and requirements:

- Must adopt and require its applicable contractors and suppliers to adopt Labor Codes of Conduct that meet or exceed the FLA's workplace code.
- Must convey the code and the company's commitment to comply with the code to all officers, managers, and employees of its factories, including their own factories and the factories of all contractors and suppliers.
- Must disclose the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all products, including blank goods and finished goods, to CLC.
- Must have in place or implement a system of factory monitoring and compliance in accordance with the FLA's monitoring principles and its monitoring guidance and compliance benchmarks. Either through internal company compliance programs or through accredited FLA monitors, all factories utilized in the production of items that bear collegiate indicia must be monitored on an annual basis. This includes all suppliers of blank goods and finished products.
- Must contribute to a revolving trust that allows the FLA to randomly select and monitor 5% of your company's applicable facilities through an Independent External Monitoring program. The company's contribution is determined by the average audit cost (\$4,000) x number of applicable facilities.
- Each year the company must submit a report to the FLA describing its activities to implement the workplace code and monitoring principles and the corrective steps it has taken to address instances or patterns of noncompliance and prevent recurrence in future.
- Pay annual fees to the FLA based on a formula related to the companies' annual revenues. Assessments range from \$5,000 to \$100,000.

Category B Licensees (companies with more than \$50 million in total annual revenue but do not wish to be Category A Licensees) are subject to the following criteria and requirements:

- These companies must meet the same requirements as Category A companies but they are only applicable to factories that produce or manufacture collegiate product, including suppliers of blank goods and finished goods.
- Pay annual fees to the FLA based on a formula related to the companies' annual revenues. Assessments range from \$5,000 to $\$5,000 + .00001 \times \text{revenue in excess of } \100 million .

Category C Licensees (companies with less than \$50 million in total annual revenue or less than \$5 million if manufacturing overseas) are subject to the following criteria and requirements:

- Must adopt and require its applicable contractors and suppliers to adopt Labor Codes of Conduct that meet or exceed the FLA's workplace code.
- Must convey the code and the company's commitment to comply with the code to all officers, managers, and employees of its factories, including their own factories and the factories of all contractors and suppliers.
- Must disclose the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all products, including blank goods and finished goods, to CLC.
- Must have in place or implement a system of factory monitoring and compliance in accordance with the FLA's monitoring principles and its monitoring guidance and compliance benchmarks. Either through internal company compliance programs or through accredited FLA monitors, all factories utilized in the production of items that bear collegiate indicia must be monitored on an annual basis. This includes all suppliers of blank goods and finished products.
- Pay annual fees to the FLA based on $.0001 \times$ annual company revenues with a minimum fee of \$500.

Category D Licensees (companies with less than \$5 million in total annual revenue and all manufacturing facilities are located in the United States) are subject to the following criteria and requirements:

- Must adopt Labor Codes of Conduct that meet or exceed the FLA's workplace code.
- Must disclose the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all products, including blank goods and finished goods, to CLC.
- Pay annual fees to the FLA in the amount of \$100.

COLLEGIATE INSTITUTIONS - LIST IV

The following Collegiate Institutions have adopted Schedule II:

1. University of Alabama
2. University at Albany, SUNY
3. University of Arizona
4. Boise State University
5. Boston College
6. Boston University
7. California State University, Sacramento
8. California State University, Northridge
9. Colgate University
10. University of Colorado
11. Colorado State University
12. University of Connecticut
13. Cornell University
14. University of Delaware
15. Duke University
16. Eastern Illinois University
17. University of Florida
18. Florida State University
19. George Mason University
20. University of Georgia
21. Georgia Institute of Technology
22. University of Illinois
23. James Madison University
24. University of Kansas
25. Kansas State University
26. University of Kentucky
27. Louisiana State University
28. University of Louisville
29. Marquette University
30. University of Maryland
31. University of Memphis
32. University of Miami
33. The University of Michigan
34. The University of Missouri
35. University of Nebraska
36. University of New Hampshire
37. The University of New Mexico
38. New Mexico State University
39. University of North Carolina
40. University of North Carolina at Greensboro
41. Northwestern University
42. The University of Notre Dame du Lac
43. The Pennsylvania State University
44. University of Pittsburgh
45. Purdue University
46. Rutgers University
47. St. Cloud State University
48. Saint Joseph's University
49. San Diego State University
50. San Jose State University
51. Santa Clara University
52. University of South Carolina
53. University of South Florida
54. Stanford University
55. Syracuse University
56. Temple University
57. University of Texas at Austin
58. University of Utah
59. Utah State University
60. Vanderbilt University
61. Villanova University
62. University of Virginia
63. University of Washington
64. Washington State University
65. Western Washington University
66. The University of Wyoming
67. Xavier University

Updated 06/27/08

UConn/NIKE Agreement



July 1, 2008

Mr. Ralph E. Urban
Assistant Attorney General
University of Connecticut
343 Mansfield Road, Unit 2177
Storrs, CT 06269-2177

RE: Procurement

Dear Ralph:

I have acted as corporate counsel to NIKE USA, Inc. (a wholly-owned and controlled subsidiary of NIKE, Inc.) and have the authority to deliver this opinion letter. In my capacity as such counsel, I have reviewed or am familiar with NIKE's authorizing resolutions, by-laws, incorporation documents and draft of the University of Connecticut All-Sport Agreement (the "Agreement") with the State of Connecticut. Based upon the foregoing, I am of the opinion that:

1. NIKE USA, Inc. is authorized to transact business in the State of Connecticut.
2. NIKE USA, Inc. has the corporate power and authority to execute and deliver the Agreement.
3. The Board of Directors has authorized NIKE USA, Inc. to enter into such types of agreement.
4. Tommy Kain, as Director of Sports Marketing for NIKE USA, Inc., has the requisite power and authority to execute the Agreement on behalf of, and to bind, NIKE USA, Inc. accordingly.

Sincerely,

Gary D. Way



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
None				

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
None				

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

NIKE USA, Inc. (a wholly-owned and
controlled subsidiary of NIKE, Inc.)
Printed Contractor Name



Subscribed and acknowledged before me this 13th day of July, 2008.




Commissioner of the Superior Court (or Notary Public)

Awarding State Agency

Planning Start Date

Contract Number or Description



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

NIKE USA, Inc.

Contractor Name

AW [Redacted Signature] _____
State Signature

Jeffrey A. Halnaway

Printed Name

7/7/08

Date

Director of Athletics

Title

Sworn and subscribed before me

[Redacted Signature]

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

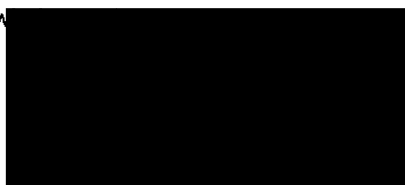
Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, under penalties of false statement.

NIKE USA, Inc. (a wholly-owned and controlled subsidiary of NIKE, Inc.)
Printed Name of Bidder or Vendor



Handwritten signature and date

Tommy Kain
Printed Name (of above)

Univ. of CT
Awarding State Agency

Sworn and subscribed before me on this 1st day of July, 2008.



Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
X I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

[Redacted signature] available on the State of Connecticut's Office of State Ethics website /contractors_guide_final2.pdf
Date 7/1/08

Tommy Kain Director, Sports Marketing
Printed Name Title

NIKE USA, Inc. (a wholly-owned and controlled subsidiary of NIKE, Inc.)
Firm or Corporation (if applicable)

One Bowerman Drive Beaverton OR 97005
Street Address City State Zip

University of CT
Awarding State Agency

COPY



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

RECEIVED

OCT 13 2006

OFFICE OF THE ATTORNEY GENERAL
UNIVERSITY OF CONNECTICUT

October 10, 2006

Patricia Wasson Leavens
Legal Administrator/Paralegal
Office of the Attorney General at the
University of Connecticut
343 Mansfield Road, Unit 2177
Storrs, CT 06269-1177

Dear Ms. Leavens:

I am in receipt of your letter and acknowledge your request that the Office of the Governor waive the requirements of Governor Meskill's Executive Order Nos. 3 and 17, Governor Rowland's Executive Order No. 16 and Governor Rell's Executive Order No. 7C (collectively, the "Executive Orders") with regard to proposed contracts in which the University of Connecticut may wish to enter with organizations in other states.

It is highly unusual for a Governor to waive the provisions of an Executive Order. As a general matter, Executive Orders are only binding upon state in which they were enacted unless another state consents to their enforcement within its borders. Connecticut does not have authority to enforce these Executive Orders outside of the state absent the other state's consent. Therefore, a waiver of these Executive Orders is not necessary under these circumstances.

In the event that a similar situation arises involving another institution of higher education, and the fact pattern essentially mirrors the one addressed above, our conclusion would remain the same, unless you were to hear otherwise from us.

Very truly yours,



Vanessa L. Ramirez
Associate Legal Counsel



State of Connecticut
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Central Office
21 Grand Street, Hartford, CT 06106 • (860) 541-3400 • Fax (860) 246-5419
www.state.ct.us/chro
Toll Free in Connecticut (800) 477-5737
TDD (860) 541-3459

Nike file

RECEIVED CHRO

JUN 17 2008

OFFICE OF THE ATTORNEY GENERAL
UNIVERSITY OF CONNECTICUT

"Equality and Justice"

June 13, 2008

Mr. Jeffrey R. Hathaway
Director of Athletics
University of Connecticut
2095 Hillside Road
Unit 1173
Storrs, CT 06269-1173

RECEIVED

JUN 17 2008

OFFICE OF THE ATTORNEY GENERAL
UNIVERSITY OF CONNECTICUT



Re: Contract Compliance Exemption Request – Nike USA, Inc.

Dear Mr. Hathaway:

By letter dated May 23, 2008, you requested that this Commission grant an exemption from certain contract compliance requirements for a proposed agreement with Nike USA, Inc. which would support the athletic programs at the University of Connecticut.

This letter is to inform you that, at its regular meeting held on June 12, 2008, the Commission considered your request and my recommendation. After discussion, the Commission voted to grant the requested exemption with the following conditions:

By August 12, 2008, you shall submit to the Commission the following:

- (1) a properly executed copy of the draft officer's certification by David Ayers, attached to an email from Assistant Attorney General Ralph Urban; and
- (2) a properly adopted resolution of the executive committee of Nike USA, Inc. in support of the nondiscrimination provisions in the proposed agreement. In the event that the executive committee is not empowered to adopt resolutions, a statement signed by members of the executive committee expressing the committee's assurance that Nike USA, Inc. intends to comply with the nondiscrimination provisions of the proposed agreement along with evidence that the committee has directed Mr. Ayers to comply with those provisions will be acceptable.

6/16/08
Sent copy
- Paul M. E.
- Ralph Urban

Thank you for your attention. Should you have any questions, feel free to contact me.

Sincerely



Robert J. Brothers, Jr.
Acting Executive Director