

Contract Review and Approval Form

Contract 8500013826 Created by: WOODALL, DAVID Phone # 865-974-1230 on 02/18/2010

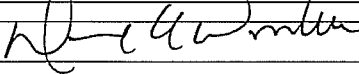
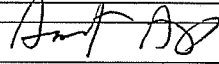
Return Instructions: Pickup Contact JOY BOWLIN Phone # 865-974-6715
 Mail To

| | | | |
|-------------------|---|---|---------------------------|
| Title | | EMPLOYMENT CONTRACT FOR TERRY JOSEPH AS ASSISTANT FOOTBALL COACH | |
| Description | | EMPLOYMENT CONTRACT FOR TERRY JOSEPH AS ASSISTANT FOOTBALL COACH FOR THE TERM 1/17/2010 - 12/31/2011. ANNUAL SALARY OF \$175,000 FOR 2010 AND FOR 2011. ELIGIBLE FOR ATHLETIC DEPARTMENT TEAM BONUS SCHEDULE. | |
| Vendor # | CONTRACTS | Vendor Name | CONTRACTS |
| Vendor Address | | | Federal ID # |
| | | Phone | |
| | | Fax | |
| | | E-mail | |
| Add'l Vendor Info | TERRY JOSEPH ASSISTANT FOOTBALL COACH (#279220) | | |
| Effective Dates | Start | 01/17/2010 | End 12/31/2011 |
| Date Comments | | | |
| Amendment # | Original Contract | | |
| Amount Type | Zero Dollar | Primary Contract Type | Athletics Coach agreement |
| Payable Amount | \$ 0.00 | Cumulative Payable Amount | \$ 0.00 |
| Receivable Amount | \$ 0.00 | Cumulative Receivable Amount | \$ 0.00 |
| Net Amount | \$ 0.00 | Contingency | N Amount \$ 0.00 |

| | | | | | |
|------------------------|-----------------|---------------------------|---|-----------------------------|---|
| Competitive Type | Non-competitive | Number of Contract Copies | 1 | Campus Delegated | N |
| Non-comp Justification | | | | | |
| NCJ Approval | | | | | |
| Create/Amend CPO | N | CPO Number | | Existing Purchasing Req Nbr | |
| Encumber Funds | N | Funds Res Nbr | | Existing Purchasing PO Nbr | |
| Paying Fund | E018605001 | FOOTBALL | | | |
| Receiving Fund | | | | | |
| Invoiced by | | | | | |

| | | |
|--------------------------|-----------------------------------|--------------------------------|
| Primary Responsible Fund | E170145040 | Treasurer-Contracts |
| Funds Center | U170007045 | Treasurer |
| Add'l Funds | Fund Name | Funds Center Funds Center Name |
| Responsible Person* | 263589 Reed-Francois, Desiree Don | |

*Responsible Person is the person responsible for ensuring UT obligations are met as specified in the contract.

| | | | | | |
|----------|---|-------|---|------|---------|
| Approval |  | Title |  | Date | 2-18-10 |
| Approval | | Title | | Date | |
| Approval | | Title | | Date | |
| Approval | | Title | | Date | |
| Approval | | Title | | Date | |
| Approval | | Title | | Date | |

Contract Review and Approval Form

Contract Number 8500013826 Title EMPLOYMENT CONTRACT FOR TERRY JOSEPH AS ASSISTANT FOOTBALL COA Date 02/18/2010

Responsible Fund # E170145040 Vendor # CONTRACTS Vendor Name CONTRACTS

Comments

Empty box for comments.

Additional Comments

Horizontal lines for additional comments.

Treasurer's Office Comments

Horizontal lines for Treasurer's Office comments.

General Counsel's Comments

Handwritten text: Section XII.D references Articles II.E and II.F, but there are no such articles in the Agreement. Otherwise OK. CRS 02/22/10. Colleen Tech 2/23

Contract Review and Approval Form

Certification of Contract No. 8500013826 Title EMPLOYMENT CONTRACT FOR TERRY JOSEPH AS ASSISTANT FOOTER Date 02/18/2010

Responsible Fund # E170145040 Vendor # CONTRACTS Vendor Name CONTRACTS

| Topic | Certification | Initials or N/A | |
|---------------------------|---|--------------------|-----------------|
| | | Originating Office | Contract Office |
| Understanding of Parties | <ul style="list-style-type: none"> - I have read the contract and all attachments. - All documents incorporated by reference are attached. - All terms and conditions agreed to by University are included, and no unacceptable term or condition is included. - Risk Management Office is provided a copy of Contract Review Form when appropriate. | W | MOL |
| Performance | <ul style="list-style-type: none"> - University can perform all of its duties under contract. - No conflict exists between this contract and other known University obligations. | W | MOL |
| Completeness | <ul style="list-style-type: none"> - The University of Tennessee is the contracting party. To include campus or unit, use "The University of Tennessee, on behalf of its ___" and fill in campus or unit. - Maximum liability is stated. - Beginning date and ending date are included. - Payments and payment schedule are specific. - University's Standard Terms & Conditions are included if University is procuring personal, professional, consulting, or non-biddable services. | W | MOL |
| Conflict of Interests | <ul style="list-style-type: none"> - Other party is not, and for previous six months has not been, a University or state employee. - Other party is not an entity in which a University employee/spouse/dependent child is sole proprietor, partner, or has a controlling interest. - Other party is not an entity in which a University employee/ spouse/dependent child holds more than a 5% non-publicly traded interest if employee directly or indirectly influenced the contract decision. | W | MOL |
| Independent Contractor | <ul style="list-style-type: none"> - If University is procuring personal services, the contractor is an independent contractor, not an employee, under the guidelines stated in Fiscal Policy No. FI0420 and on the reverse side of the Request for Special Payment Form (T-27). | | |
| Biddable Goods & Services | <ul style="list-style-type: none"> - If contract was not procured through Purchasing, goods/services are non-biddable within guidelines stated in Fiscal Policy Nos. FI0410 and FI0420. | | |
| Limitation of Liability | <ul style="list-style-type: none"> - If contract contains a limitation of other party's liability (other party will not be responsible for indirect, consequential, or punitive damages; limitation of warranties; or limitation of liability to a set amount or repair or replacement), risk of liability and loss to University have been considered and found acceptable. However, University has not agreed to limit other party's liability below two times value of contract per (TCA § 12-4-119), nor limit time to file lawsuit. | W | MOL |
| Taxes | <ul style="list-style-type: none"> - If contract will result in receipt of revenue by University, the Controller's Office has been contacted to assess potential sales and use tax or unrelated business tax issues. | | |
| Illegal Immigrants | <ul style="list-style-type: none"> - In compliance with Tennessee Code Annotated (TCA §12-4-124), contract for goods and services contains clause prohibiting the use of services by illegal immigrants or contractor attestation has been obtained prior to contract execution. | | |
| Audit | <ul style="list-style-type: none"> - If University is procuring services, contract requires other party to maintain records in accordance with generally accepted accounting principles, and University has right to audit records for 3 years after final payment. | | |
| Prohibited Provisions | <ul style="list-style-type: none"> - All prohibited provisions have been deleted or modified in accordance with Fiscal Policy No. FI01420. Specifically, the following prohibited provisions have been deleted or acceptably modified: <ul style="list-style-type: none"> - Governing law (choice of law) of another state - Jurisdiction and venue in any state or federal court - University to indemnify or hold harmless - University to purchase insurance - Arbitration - Multi-year commitment of unencumbered funds | | |

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into by and between THE UNIVERSITY OF TENNESSEE, a public educational corporation of the State of Tennessee (hereinafter referred to as University), for and on behalf of The University of Tennessee Men's Athletics Department, and Terry Joseph (hereinafter referred to as Coach Joseph).

WITNESSETH:

In consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

Article I

A. Coach Joseph agrees to serve as Assistant Coach/Recruiting Coordinator for the football program of The University of Tennessee with the initial duties outlined in the job description attached as Exhibit A. The duties outlined in Exhibit A may be modified from time to time by the University with reasonable advance notice to Coach Joseph.

B. Coach Joseph agrees to comply with the constitution, bylaws and interpretations of the NCAA, and all NCAA, SEC, and University rules and regulations relating to the conduct and administration of the football program, including recruiting rules, as now in effect or as amended during the term of this Agreement. Coach Joseph further agrees to comply with and abide by all University policies, procedures, rules, and standards of conduct generally required of University employees. Coach Joseph further agrees to advise the Director of Men's Athletics or the Associate Athletics Director/Compliance immediately of any actual knowledge of or reasonable cause to believe that violations of NCAA, SEC, or University rules and regulations have occurred or are occurring.

Article II

A. For the term of this Agreement, as payment and consideration for the services to be performed by Coach Joseph under this Agreement, the University agrees to pay Coach Joseph an annual salary ("Base Pay") payable in twelve (12) equal monthly installments according to the following schedule of total annual salary:

January 17, 2010 through December 31, 2010: \$175,000.00

January 1, 2011 through December 31, 2011: \$175,000.00

All compensation is subject to all applicable state and federal tax laws, including all applicable withholding and reporting requirements. For January, 2010, compensation shall be calculated as a pro-rata portion of the monthly Base Salary based upon the days worked in the month of January, 2010.

B. As a regular full-time employee of The University of Tennessee, Coach Joseph is entitled to the same fringe benefits as other regular full-time employees.

C. In the event of certain achievements by the football team, the University shall pay Coach Joseph extra service pay in accordance with a policy annually agreed upon by the President and the Director of Men's Athletics.

D. Pursuant to the courtesy car program of the Tennessee Men's Athletics Department now in effect or hereafter amended, Coach Joseph may be furnished for his personal use one automobile of a quality, in terms of make and model, similar to the vehicles provided to other University coaches; provided, however, it is understood and agreed that such automobile shall not be construed to be part of the consideration of this Agreement, and such use may be terminated at any time at the exclusive option of the University. Coach Joseph will be solely responsible for maintaining insurance on

the vehicle and for fuel costs and for otherwise complying with the courtesy car program.

Article III

Coach Joseph grants the University the right during the term of this Agreement to use, and the right to grant to others use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness, image, or facsimile image in any manner in connection with any reasonable radio and television services or endorsement or consultation contracts the University enters into for the University's endorsement or Coach Joseph's endorsement.

Article IV

Coach Joseph agrees that he shall immediately notify the University's Director of Men's Athletics in the event of Coach Joseph's interest in, or any direct or indirect contact with or from any person or entity regarding, potential employment by or with another college or university or with a professional football organization.

Article V

Coach Joseph understands and agrees that all football camps conducted at University facilities must be operated through the University and in accordance with University policies and procedures, and that all compensation for coaches and staff must be paid through the University's payroll or its disbursement voucher system. Coach Joseph may use the University's name and logo in connection with any football camps or clinics he conducts at University facilities with prior approval from the Director of Men's Athletics, or his or her designee.

Article VI

Coach Joseph shall not, by any statements or appearances on television, on

radio, in newspapers, or in magazines or other published media or any promotional material, personally or officially endorse, promote, or advertise for commercial purposes any product, merchandise, or service unless annual prior written approval has been granted by the Director of Men's Athletics and the President of the University in accordance with the reporting procedure provided in Article VIII of this Agreement. This requirement of annual prior written approval also applies to any use, directly or by implication, of the University's name or logo in the endorsement of commercial products or services. With the required prior written approvals, Coach Joseph understands and agrees that he may undertake commercial endorsements in which he identifies himself as the University's Assistant Football Coach, but he may not otherwise associate the University's name or logo with an endorsement. All such endorsements must cease at the termination of Coach Joseph's employment as the University's Assistant Football Coach.

Article VII

Coach Joseph shall not accept, prior to receiving approval in writing annually by the Director of Men's Athletics and the President of the University in accordance with the reporting procedure provided in Article VIII of this Agreement, compensation or gratuities (excluding University administered funds) from an athletics shoe, apparel or equipment manufacturer in exchange for the use of such merchandise during practice or competition by the University's student-athletes.

Article VIII

Coach Joseph understands and agrees that he must receive the annual prior written approval of the Director of Men's Athletics and the President of the University for all athletically-related income and benefits from sources outside The University of

Tennessee. Sources of such income and benefits shall include, but are not limited to, income from annuities; sports camps; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsement or consultation contracts with athletics shoe, apparel, or equipment manufacturers.

Coach Joseph shall submit a written report and request for approval of all athletically related income and benefits from sources outside the University to the President, through the Director of Men's Athletics, on or before May 1 of each year. Coach Joseph shall update the report promptly to reflect any changes, and in no event less frequently than annually. Opportunities for athletically related income and benefits occurring after the annual report must be submitted for prior written approval as they occur, and if continuing, be included in the next annual report and request for approval.

Article IX

Coach Joseph may serve on corporate boards of directors or enter into personal service contracts for outside employment services, provided (i) prior written approval of the Director of Athletics and the President of the University is received annually in accordance with the reporting procedure provided in Article VIII; (ii) such activities do not interfere with his duties at the University; and (iii) University facilities and resources are not used. The University expressly agrees that any compensation received for such service on corporate boards or outside employment services may be retained by Coach Joseph in addition to compensation set forth hereinafter.

The University further agrees that Coach Joseph may write for publications and speak before public gatherings, provided said writings and speeches are made in the same professional way and manner expected of any member of the Faculty or

Administrative Staff of the University. The University expressly agrees that any compensation received for such speeches and writings by Coach Joseph in the form of honoraria, royalties, and the like may be retained by him in addition to compensation set forth herein; provided, however, that if the University reimburses Coach Joseph or otherwise pays for travel or other expenses associated with the receipt of an honorarium, the honorarium must be remitted in full to the University.

To the extent that any outside activity authorized by this Article IX results in athletically related income or benefit to Coach Joseph, it shall be subject to the annual prior written approval of the Director of Men's Athletics and the President of the University in accordance with the reporting procedure provided in Article VIII of this Agreement.

Coach Joseph understands and agrees that the University has no responsibility or liability for any claim arising out of Coach Joseph's performance of the activities described in this Article IX or for any other activity outside the scope of his University employment.

Article X

A. Coach Joseph covenants and agrees that the University retains, owns, and controls all intellectual property and media rights relating to the University's football program and Athletics Department, including but not limited to all television, radio, internet, and any other form of written or electronic media now known or developed in the future related to the University's football program and Athletics Department, whether produced by the University or through a third-party. Coach Joseph further covenants and agrees that the University shall have the exclusive right to designate the media rights and intellectual property holder for all forms of media created during the term of

this Agreement.

B. Coach Joseph covenants and agrees that, upon termination of this Agreement, the University shall have the right to continue through completion any contracts, endorsement agreements, sponsorship agreements, or similar arrangements that were entered into during the term of this Agreement and which contain Coach Joseph's name, likeness, image, voice, biographical information, or endorsement. Coach Joseph shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

C. Coach Joseph covenants and agrees that, upon termination of this Agreement, the University shall have the right, but not the obligation, to continue to use, and to authorize, license, or grant any sponsor, manufacturer, media rights company, or vendor the right to use, any intellectual property or media rights relating to the University's football program, the University's Athletics Department, or Coach Joseph's employment that were created or produced during the term of this Agreement, notwithstanding the fact that such intellectual property or media rights may contain Coach Joseph's name, likeness, image, voice, biographical information, or endorsement. Coach Joseph shall have no further right to any compensation for any such continued use by the University unless expressly provided in this Agreement.

D. Except as otherwise provided in this Agreement, Coach Joseph shall retain all rights in and to his name and endorsement. Upon termination of this Agreement, the University shall have no further right to the continued or future use of Coach Joseph's name or endorsement, except as provided in this Article.

Article XI

A. Coach Joseph understands and agrees that the University, as a member of the NCAA, is required to apply and enforce NCAA regulations with respect to all institutional staff members through appropriate disciplinary or corrective action and is further required to include this stipulation in this Agreement. If Coach Joseph is found by the NCAA Committee on Infractions or, if appealed, the NCAA Infractions Appeals Committee, to be in violation of one or more NCAA regulation(s), he shall be subject to disciplinary or corrective action by the University, as set forth in the provisions of the NCAA enforcement procedures, including, in the University's sole discretion, (1) termination of employment as set forth in Article XII.F(iv) of this Agreement; (2) suspension without pay; or (3) reassignment to a position that does not include contact with prospective or enrolled student-athletes or representatives of the University's athletics interests. Nothing in this Article XI shall be construed to conflict with or limit the University's right to terminate this Agreement for cause as set forth in Article XII.F of this Agreement.

B. If the University terminates Coach Joseph's employment or suspends him for a period of time without pay under Article XI.A, the University shall afford Coach Joseph a post-termination or post-suspension opportunity to contest the action in accordance with the Tennessee Uniform Administrative Procedures Act, Tennessee Code Annotated 4-5-301 et seq.

Article XII

A. The term of this Agreement shall be from January 17, 2010, through December 31, 2011.

B. This Agreement shall terminate automatically upon the death of Coach Joseph, and all salary, compensation, benefits, and perquisites shall terminate as of the calendar month in which death occurs, except that the executor or administrator of Coach Joseph's estate or other beneficiary specifically designated in writing shall be paid any death benefits due Coach Joseph under any University policy now in effect or hereafter adopted by the University.

This Agreement shall also terminate automatically if Coach Joseph becomes disabled. "Disabled" shall mean physical or mental incapacity of a nature that prevents Coach Joseph, in the sole judgment of the University, from performing his duties under this Agreement for a period of one hundred twenty (120) consecutive calendar days. If this Agreement is terminated because Coach Joseph becomes disabled, all salary, compensation, benefits, and perquisites shall terminate, except that Coach Joseph shall receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

C. Upon the expiration of the term of this Agreement, the University, in its sole discretion, may elect not to renew this Agreement for an additional term of years. Coach Joseph understands and agrees that the University may allow this Agreement to expire and elect not to renew his appointment as Assistant Coach without complying with any University personnel policy or procedure applicable to staff-exempt employees who do not serve under a contract of employment with a definite term of years. The University understands and agrees that Coach Joseph must agree to any renewal of this Agreement.

If the University elects not to renew this Agreement, Coach Joseph shall complete the University's exit procedure prior to expiration of the term of this

Agreement, including return of his University ID, computer, cell phone, and all other University property in his possession. Coach also shall return the courtesy car assigned to him prior to the expiration date.

D. In its sole discretion and at any time during the term of this Agreement, the University may elect to terminate this Agreement and buy out any remaining years of the Agreement. The University shall not be required to demonstrate cause or adequate cause for a buy-out. Under a buy-out, the University's liability shall be limited to the monthly rate of the "Base Pay" stated in Article II.A times the number of months remaining in the term of this Agreement. Payment of the buy-out shall be made in equal monthly installments, subject to all applicable state and federal withholding requirements, with the first payment due thirty (30) days after the date of termination of this Agreement.

In no event shall the University's liability under a buy-out include payment of fringe benefits, the amounts payable under Article II.B, Article II.C, Article II.D, Article V, or any other athletically related income or benefits derived by virtue of Coach Joseph's position as Assistant Football Coach. Coach Joseph further expressly waives, disclaims, and releases any claims against the University arising from or relating to the loss of any outside or collateral business income or opportunities to Coach Joseph resulting, either directly or indirectly, from a buy-out under this Article XII.D. Coach Joseph understands and agrees that the University's decision to terminate this Agreement and buy out any remaining years of the Agreement is not subject to any University policy or procedure requiring progressive discipline.

In the event of a buy-out, Coach Joseph shall complete the University's exit procedure prior to the termination date, including return of the courtesy car assigned to

him, his University ID, computer, cell phone, and all other University property in his possession within three (3) days of the notice of buy-out by the University.

Coach Joseph is required to use his reasonable best efforts to mitigate the University's buy-out payment obligation under this Article XII.D by making reasonable and diligent efforts as soon as practicable following termination to obtain another comparable employment position or other paid services position, and Coach Joseph agrees that the following employment and paid services positions shall be deemed comparable for the purpose of his duty to mitigate the University's buy-out payment obligation: assistant, associate, or head men's football coach at a Division I college or university; professional football assistant or head coach; media commentator with a national, regional, or local network, broadcast station, or cable company. If, following a buy-out, Coach Joseph obtains a comparable position prior to the date this Agreement would have expired, the amount of the monthly buy-out payments from the University shall be reduced dollar-for-dollar by the amount of Coach Joseph's average monthly income from the comparable position, which shall include base salary or wages, endorsement pay, talent fees, consulting fees, honoraria, and other income of any kind whatsoever. The University shall not be obligated to make buy-out payments to Coach Joseph until the University receives a copy of Coach Joseph's fully executed contract, or if Coach Joseph has no contract, then not until the University receives other similar proof of gross and average monthly income for the comparable position. While the University's buy-out payment obligation is in effect, and for a period of six (6) months thereafter, Coach Joseph shall promptly report to the University on a quarterly basis all compensation received or earned by him in a comparable position or by any affiliated entity through which Coach Joseph performs services as a media commentator with a

national or regional network, broadcast station, or cable company.

E. The Men's Athletics Director, or his or her designee, shall conduct an initial performance review of Coach Joseph within six (6) months of the effective date of this Agreement. Thereafter, on or before December 15 of each year during the term of this Agreement, the Men's Athletics Director shall conduct an annual performance review of Coach Joseph.

F. Coach Joseph understands and agrees that the University may terminate this Agreement at any time for cause. Cause shall include, but not be limited to, any of the following:

(i) inability due to a physical or mental impairment to perform an essential function of the position of Assistant Football Coach;

(ii) a finding by the Director of Men's Athletics that Coach Joseph's conduct, or pattern of conduct, constitutes or may lead to a major violation of any NCAA, SEC, or University rule or interpretation thereof, including but not limited to any violation which results or could result in the University being placed on probation by the NCAA or SEC, and that such violation has, or could have, a negative or adverse impact upon the University or its Athletics program, provided that the University gives notice of termination within sixty (60) days of such a finding;

(iii) a finding by the Director of Men's Athletics that conduct, or a pattern of conduct, by a football coach or other employee of the Athletics Department under Coach Joseph's control or authority constitutes or may lead to a major violation of any NCAA, SEC or University rule or interpretation thereof, including but not limited to any violation which results or could result in the

University being placed on probation by the NCAA or SEC, and that such violation has, or could have, a negative or adverse impact upon the University or its Athletics program, provided that Coach Joseph had, or should have had, knowledge of such conduct and failed to advise either the Director of Men's Athletics or the Associate Athletics Director/Compliance immediately of any actual knowledge or reasonable cause to believe that violations of NCAA, SEC, or University rules and regulations have occurred or are occurring, as required by Article I.B of this Agreement, and provided that the University gives notice of termination within sixty (60) days of such a finding;

(iv) a termination by the University pursuant to Article XI.A of this Agreement;

(v) acts constituting a prohibited conflict of interests under applicable University policy or state law;

(vi) neglect or inattention by Coach Joseph to the standards, duties, and responsibilities generally expected of University employees and specifically required of Coach Joseph under this Agreement;

(vii) fraud or dishonesty by Coach Joseph in the performance of his duties and responsibilities under this Agreement;

(viii) counseling or instructing by Coach Joseph of any coach, football staff member, current or former student-athlete, student, or person to fail or refuse to respond accurately and fully within a reasonable time to any inquiry or request concerning a matter relevant to the athletics programs of the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the

Athletics program of the University, or which shall be required by law, governing body rules, or University rules;

(ix) fraud or dishonesty of Coach Joseph in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept or maintained by the rules, regulations, or policies of the University, the NCAA, the SEC, or any other governing body, or by applicable law, or other documents or records pertaining to any recruit or current or former student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coaches, current or former student-athletes, or other persons under Coach Joseph's control or authority;

(x) conviction of Coach Joseph of a criminal act that constitutes either (a) a felony or (b) a misdemeanor involving moral turpitude (excluding minor traffic offenses);

(xi) prolonged absence by Coach Joseph from his duties under this Agreement, without the consent of the Director of Men's Athletics;

(xii) soliciting, placing, or accepting by Coach Joseph of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Coach Joseph's coaching staff, any student-athlete, or any person under Coach Joseph's control or authority;

(xiii) failure by Coach Joseph to fully cooperate in the enforcement and implementation of any drug testing program established by the University, the

SEC, the NCAA, or any other governing athletic body, for student-athletes;

(xiv) conduct that brings the University into public disrepute, as determined by the University in its sole discretion, including but not limited to NCAA compliance related issues;

(xv) acts of gross misconduct by Coach Joseph, as defined by University personnel policy now in effect or hereafter adopted by the University. "Gross misconduct" is currently defined by University personnel policy to include the following: theft or dishonesty; gross insubordination; willful destruction of University property; falsification of records; acts of moral turpitude; reporting for duty under the influence of intoxicants; illegal use, manufacture, possession, distribution, or dispensing of controlled substances or alcohol; disorderly conduct; provoking a fight; and other similar acts involving intolerable behavior by the employee;

(xvi) failure to treat student-athletes appropriately, professionally and in a non-abusive manner; and

(xvii) any other material breach by Coach Joseph of his duties or responsibilities under the terms of this Agreement, as determined in the sole discretion of the University, if in the University's sole discretion the breach is capable of being cured and if Coach Joseph fails to cure the material breach within thirty (30) days after receipt of written notice by the University specifying the nature of the default.

Upon termination of this Agreement for cause, Coach Joseph shall not be entitled to further salary, compensation, benefits, or perquisites from the University.

G. Coach Joseph understands and agrees that in its sole discretion and at any

time, the University may reassign him from the duties of Assistant Football Coach to other duties within the University. The University shall not be required to demonstrate cause or adequate cause to reassign Coach Joseph to other duties. Upon reassignment to other duties, Coach Joseph's base salary under Article II shall remain unchanged until expiration of the term of this Agreement.

H. Coach Joseph shall have the right to terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the University. In the event of any such termination, Coach Joseph shall be obligated to pay liquidated damages to the University as set forth in Article XIII of this Agreement.

Article XIII

A. In the event Coach Joseph elects to terminate his employment with the University prior to December 1, 2011, he shall pay liquidated damages in the amount of eighty-seven thousand, five hundred dollars (\$87,500.00) to the University. The liquidated damages will be payable by Coach Joseph in equal installments over a twenty-four (24) month period following termination. The obligation to pay liquidated damages shall not apply if Coach Joseph obtains a head coaching or offensive or defensive coordinator position with play-calling responsibilities at the Division I level.

B. Coach Joseph acknowledges that the University will commit substantial financial resources to the success of its football program and that if Coach Joseph terminates his employment with the University, the University will suffer damages the amount, nature, and extent of which are difficult to determine and which may include, but not be limited to, additional expenses to search for another Assistant Football Coach/Assistant Coach, salary or other compensation to hire another Assistant Football Coach/Assistant Coach, tangible and intangible detriment to the football

program of the University and support of its fans and donors. Accordingly, Coach Joseph acknowledges and agrees that the amount of liquidated damages set forth in Article XIII.A is a reasonable and fair approximation of the harm that the University will incur in the event of such termination by Coach Joseph.

Article XIV

A. This Agreement, including all Exhibits, contains the complete agreement between the parties concerning Coach Joseph's appointment as Assistant Football Coach/Assistant Coach. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included in this Agreement, nor has either party relied on any such representation in entering into this Agreement.

B. This Agreement may only be modified by a writing signed by both parties.

C. The invalidity of any portion of this Agreement shall not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

D. This Agreement shall be interpreted in accordance with Tennessee law.

E. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

F. Coach Joseph may not assign, pledge, or encumber his rights, interests,

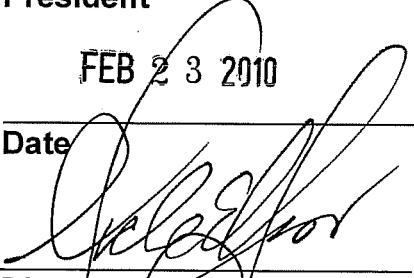
or obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

THE UNIVERSITY OF TENNESSEE

By: 

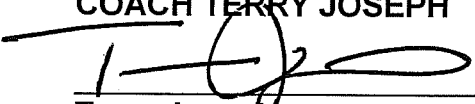
President

FEB 23 2010
Date 

Director of Men's Athletics

2/17/10
Date

COACH TERRY JOSEPH



Terry Joseph

2/11/10
Date

Exhibit A

Duties of Assistant Football Coach/Recruiting Coordinator

Purpose: The purpose of the Assistant Football Coach/Recruiting Coordinator position is to assist with the total administration of the football program in compliance with NCAA and SEC rules and regulations and the procedures of the University of Tennessee.

Duties and Responsibilities, include, but are not limited to:

1. Coaching a position or group of positions;
2. Performing recruiting activities at the direction of the Head Football Coach;
3. Maintaining an exemplary knowledge of NCAA and SEC rules and regulations and the University of Tennessee's desire to abide by these rules; and
4. Performing all other duties as assigned by appropriate Athletic Department personnel.