

Memorandum of Understanding

This Memorandum of Understanding (“MOU”), between _____ (“University”), and _____ (“Coach”), sets forth the understanding of the parties as to the principal terms and conditions of an agreement for Coach’s employment as _____ (“Position Title”) for _____ (“Team”). The parties also acknowledge that any binding agreement reflecting the terms set forth below and additional necessary provisions may need approval and authorization by the Board of Regents (“Board”) of The Texas A&M University System (“System”). University agrees to seek Board approval, if needed, in a timely manner, and the parties agree to work toward the prompt execution of a binding, definitive agreement relating to the employment of Coach by University that includes the principal terms below as well as other necessary provisions, which subsequent agreement is referred to below as the “Agreement.”

1. Term _____
(specific hire date and proposed contract end date)

2. Annual Base Salary: The University agrees to pay, and Coach agrees to accept from the University a base salary of \$ _____ payable in monthly installments. In addition, the University agrees that Coach shall be entitled to other employee benefits typically provided to senior administrative and professional staff, including vacation time, sick leave, insurance, worker’s compensation, and similar benefits in accordance with University rules and policies.

3. Additional Benefits: University agrees to provide the following additional benefits to Coach during the Term of the Agreement:

- None
- Cell Phone/Stipend: _____
- Vehicle/Stipend: _____
- Country Club Membership: _____
- Other: _____

4. Incentive Compensation: University agrees to provide the following incentive compensation to Coach during the Term of the Agreement:

- None
- Coach shall receive incentive payments according to Athletic Department policy.
- If the University Team achieves certain performance goals, and Coach remains employed with University at the time the applicable goal is achieved, Coach will receive incentive compensation as outlined in the attached documents.

5. Other: University agrees to provide the following during the Term of the Agreement:

- Relocation: _____
- Compensation from University-sponsored Camp: _____
- Financial Obligation from previous employer (i.e., buyout): _____
- Other: _____

6. Termination by University for Cause: University will have the right to terminate the Agreement for cause in the event Coach breaches the Agreement; violates any _____ (“Conference”), NCAA, University, or System rules or policies; engages in criminal, immoral or unethical conduct or otherwise brings the University into disrepute; engages in misconduct. If the Agreement is terminated for cause, the University shall have no obligation to make further payments to Coach.

7. Damages Upon Termination by University without Cause:

- None
- University will be obligated to pay liquidated damages to Coach in an amount equal to the base salary payable during the remaining term of the Agreement, if University terminates Coach's employment without cause. Coach will have a duty to mitigate by making a good faith effort to obtain employment in a similar position at a market rate.

8. Damages Upon Termination by Coach without Cause:

- None
- Coach will be obligated to pay a one-time lump-sum amount of \$_____ to the University.
- Coach will be obligated to pay the University an amount equal to _____ percent of Coach's annual Base Salary in the event Coach terminates the Agreement before its expiration; unless Coach terminates the Agreement and accepts employment with another _____ (Conference) institution, in which case, Coach shall pay the University an amount equal to _____ percent of Coach's annual Base Salary.

9. Rules and Regulations: Coach's employment will be subject to all University, System, _____ (Conference), and NCAA policies, regulations, rules, and bylaws.

10. Background; Disclosure: Coach represents and warrants that he/she has disclosed to University all information concerning any previous NCAA, _____ (Conference), or institutional rules violation or potential violations committed by him/her or any staff member under his/her direct or indirect control at any other NCAA member institution prior to the date on which he/she executed this MOU; similarly University represents that it has disclosed to Coach any pending or ongoing NCAA investigations or inquires of any University sports program. Coach acknowledges that execution of an Agreement is subject to a satisfactory criminal background check and NCAA compliance check.

11. Governing Law: This MOU shall be governed by the laws of the State of Texas without regard to its conflicts of law provisions.

12. Effective Date: This MOU is effective on the date it is signed by both parties.

UNIVERSITY

COACH

(Printed Name)
President

(Printed Name)
Coach

Date

Date

(Printed Name)

(Title)

Date