



PERSONAL & CONFIDENTIAL

Mr. Rob Mullens
Athletic Director
University of Oregon
Athletic Department
2727 Leo Harris Parkway
Eugene, OR 97401

Dear Rob:

It would be our pleasure to have the opportunity to work with you and represent the University of Oregon in a search for your Head Football Coach. We will work closely with you in identifying, recruiting, and assessing candidates for your consideration.

SCOPE OF WORK

Our search consulting services are designed to assist the client in providing marketplace information, identifying and assisting the client in recruiting and selecting well qualified candidates through a comprehensive search process.

- **Original research and candidate identification will continue throughout the search process.** The search firm uses both original research, as well as a careful review of our proprietary database to identify and recruit qualified candidates to compare and evaluate against the position requirements and each other.
- **An assessment will continue throughout the search process.** The search firm will obtain an understanding of accomplishments, capabilities, strengths and weaknesses, and potential for success for each candidate through background review, telephone interviews, and, in some instances, personal interviews.
- **The search firm will advise and facilitate the process.** The search firm recommends candidates who are qualified and meet the specifications for the position, but the search firm does not have a vote in the final selection process.

- **The search firm's role in interview scheduling.** The search firm will make all arrangements and schedule candidates for interviews with the representatives of the University, with their approval.
 - Consult with representatives of the University on determining dates and location for interviews.
 - Make all meeting arrangements with hotel/meeting venue, including room reservations for University representatives and candidates.
 - Schedule interview time and date with each candidate.
 - Assist candidates with air and/or ground travel arrangements.
 - Schedule or assist in scheduling additional interviews for final candidates.

- **The search firm will assist with preparing for interviews, to include:** Appropriate questions and advising the University representatives on appropriate interviewing techniques, as requested.

- **The search firm will work with the University in all candidate follow ups including recruiting the preferred candidate.** The firm will be involved in working with the client in concluding the search process, including salary and benefit negotiations, when appropriate. Parker Executive Search encourages the use of a memorandum of understanding with the final candidates and will work with University representatives to draft the document. In addition, the firm will continue to work with the successful candidate and maintain a close contact, including quarterly telephone conversations to ensure a smooth transition.

- **Candidate notification.** We will contact all candidates who have expressed an interest in the search as to the outcome of the search process and selection.

- **Conduct background investigations on final candidates.**
 - Obtain written permission from each candidate to conduct background investigations.
 - Conduct criminal, credit, and motor vehicle investigations.
 - Confirm candidates' degrees.
 - NCAA sanctions review
 - Conduct media reviews for potentially controversial areas of concern.
 - Reference checking for each candidate.

- **Ensure qualified candidates.** Our search process is inclusive, not exclusive. All candidates expressing an interest will be given complete consideration.

We are prepared to represent the University of Oregon in this critical search assignment for a total set fee of \$95,000.00. The fee will be invoiced in two equal increments at the beginning of the search and upon the hiring of the selected candidate. In the event the search parameters are modified which requires additional work by us, or if the Client requests us to recommence or expand the search beyond the original recommendations, we are entitled to an additional fee which will be negotiated prior to the commencement of any additional work.

In addition to the professional fee, direct expenses are billed on an out-of-pocket basis. These expenses include items such as teleconference calls with the committee, secure site access for the search committee, research and delivery services, as well as travel and interview expenses for the search consultants. We make every effort to hold reimbursable expenses to a minimum and will ensure that our expenses are no more than 10% of the total fee. Advertising, background investigations, committee interview, committee travel, and candidate travel expenses are not included in the 10% expense budget and will be invoiced separately to the University along with proper documentation.

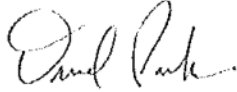
You may terminate the search for any reason upon notice. If this occurs within the first three months after we commence our engagement, the fee for our services up to that point shall be equal to the set fee, prorated on a per diem basis over the initial 90-day period plus any out-of-pocket expenses incurred. If the termination occurs after the 90-day period, the fee for our services shall be the set fee plus out-of-pocket expenses and any reimbursable expenses.

We agree to make every possible effort to present you with the best candidates, but understandably cannot guarantee the performance of a candidate that is ultimately selected by you. We can, however, stand by what should have reasonably been foreseen. Therefore, should you hire one of the candidates for the position, but then that individual, within one full calendar year of the starting date, resigns, is terminated, or is otherwise unable to perform the requirements of the position for any reason (other than illness or health related issues, injury caused by natural disaster or occurring through no fault of Parker Executive Search, organizational realignment, restructuring, a significant change in the role or work assignment or compensation, an abusive work environment, or the position was misrepresented), we shall, if requested, conduct a replacement search at no additional fee (billing only out-of-pocket expenses). Our work in replacing the person will be the extent of our liability with this respect as we cannot be liable for any consequential or other damage from the termination or resignation of the hired candidate.

We commit our professional effort to this search, and we will continue until the position is filled or until we are both satisfied that every reasonable effort has been made.

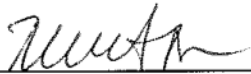
Rob, if you are in agreement with our letter of understanding, please sign and return it to us for our files. We appreciate the opportunity to work with and assist you and the University of Oregon in identifying a quality pool of candidates for your consideration.

Best regards,



Daniel Parker
Vice President & Managing Director
Parker Executive Search

Agreed to and accepted by:



Mr. Rob Mullens
University of Oregon

Date: 12/8/16

Parker Executive Search accepts, without reservation, the principles of equal opportunity in employment. Parker Executive Search does not discriminate on the basis of gender, disability, race, age, color, sexual orientation, political affiliation, marital status, national origin, or religion.

May 24, 2018

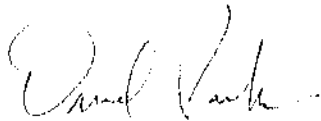
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Athletic Director
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2727 Leo Harris Parkway
Eugene, OR 97401

Dear Rob:

WHEREAS Parker Executive Search and the University of Oregon entered into an agreement executed December 8, 2016 for Parker Executive Search to conduct the Head Football Coach for the University of Oregon for a professional fee of \$95,000;

Per conversations between the University of Oregon and Parker Executive Search, Parker Executive Search will agree to payment of a lesser fee of one-half of \$95,000. We agree that once the amount of \$47,500 is paid, we will consider this search and all conversations regarding this search closed. No additional fee or payment will be expected from the University of Oregon to be paid to Parker Executive Search for this search. The revised fee of \$47,500 will be invoiced immediately after this letter is signed.



Daniel Parker
Vice President & Managing Director
Parker Executive Search

Agreed to and accepted by:



Rob Mullens
Athletic Director
University of Oregon

Date: 6/7/18

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