



Athletics  
Utah State University

Ben Scott Jacobson

PII

**BY EMAIL ONLY**

March 30, 2026

Re: Letter of Agreement

Dear Ben,

We are pleased to offer you the position of Head Men’s Basketball Coach (“Position”) at Utah State University (“USU”). This offer is subject to the terms and conditions set forth herein and, if executed by you, will constitute your employment agreement (“Agreement”) with USU.

1. **Term.** You will serve in the Position on an exempt and full-time basis beginning April 1, 2026 (“Effective Date”) and ending on the later of March 31, 2031, or the last game of the team’s 2030-2031 season (“Term”). Each “Contract Year” shall run from April 1 to the following March 31 (except the final Contract Year which shall end on the later of March 31, 2031, or the last game of the team’s 2030-2031 season). The Term is extendible solely through a signed agreement by the Parties. Any continued employment of you by USU after the expiration or termination of this Agreement shall be strictly “at-will,” no longer subject in any way to the terms and conditions of this Agreement.

2. **Supervision.** You will report directly to the Vice President and Director of Athletics, Cameron Walker (“Director”), who will conduct an annual review of your performance at a schedule to be set at their discretion.

3. **At-Will.** Consistent with USU Policy 3305, your employment by USU will be “at will,” meaning that you or USU may terminate your employment at any time, subject to the terms of this Agreement. Although your duties, title, compensation, and benefits, as well as USU’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed through a signed agreement by the Parties.

4. **Compensation.**

a. **Annual Salary.** You will be paid a starting annual salary as set forth below:

Contract Year	Total Annual Salary
Year 1	\$1,200,000
Year 2	\$1,250,000
Year 3	\$1,300,000
Year 4	\$1,350,000
Year 5	\$1,400,000 *pro-rated for any period after March 31, 2029

This salary will be paid consistent with the standard payroll practices of USU and subject to all withholdings and deductions as required by law.

b. **Benefits.** During the Term and consistent with USU policies, USU will provide you with the following benefits: medical and dental insurance, USU contributions to an approved retirement program consistent with USU’s Retirement Plan Document (including contribution caps associated with the annual contribution limits set forth in Section 401(a)(17) of the Internal Revenue Code for the applicable plan year), employer-funded life insurance and disability insurance (based on salary paid by USU), sick leave, and tuition reduction for you and eligible family



members. Information about the above-listed employment benefits may be found online at <https://www.usu.edu/hr/benefits/>.

c. **Moving Expenses.** USU will pay you a moving allowance of twenty-five thousand dollars (\$25,000) in accordance with USU policy and state law. USU will also provide you with up to two thousand five hundred dollars (\$2,500) per month for two months of temporary housing. Any amount received is subject to income tax, per IRS regulations. Should you resign from the Position within twelve (12) months of the start date, you will be responsible to pay back the full moving allowance and temporary housing payments received. Payment must be received within thirty (30) days of your resignation.

d. **Incentive Compensation.** You will be eligible to be paid cash incentives each Contract Year based upon the following achievements ("Achievements"):

<b>Conference Achievements</b>	<b>Amount</b>
Team wins the regular-season Conference Championship (either outright Champion or Co-Champion)	\$15,000
Team wins the Conference Tournament Championship	\$25,000

<b>NCAA Tournament Achievements</b>	<b>Amount</b>
Team granted an at-large NCAA Tournament Bid	\$20,000
Each NCAA Tournament Game win (including a First Four Game but excluding the National Championship Game) Note: each NCAA Tournament win, except the Championship Game, will qualify Coach for a \$20,000 incentive payment	\$20,000
Team qualifies as a Final Four Participant	\$50,000
Team wins the NCAA Tournament National Championship	\$100,000

<b>End-of-Season Achievements</b>	<b>Amount</b>
Team is ranked in the final end-of-season Associated Press Poll in the: Top 10 Top 20 Top 25	\$50,000 \$25,000 \$10,000
Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the Team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25).	

<b>Coaching Achievements</b>	<b>Amount</b>
Coach is selected as the "Conference Coach of the Year" by the Conference	\$10,000
Coach is selected as national "Coach of the Year" by one of the following organizations: the Associated Press, the Atlanta Tipoff Club (Naismith College Coach of the Year), or the National Association of Basketball Coaches (NABC). Note: If more than one of the above organizations selects Coach as "Coach of the Year," then only one payment of \$25,000 will be paid.	\$25,000

<b>Academic Achievements</b>	<b>Amount</b>
Team maintains a single-year Academic Progress Rate (" <u>APR</u> ") of 950 or above for any academic year in which you coach. Note: The APR report is published annually. This incentive compensation may be paid annually (beginning in Contract Year 3) and will be triggered upon the publication of the single year APR of 950 or greater.	\$10,000

Each amount of incentive compensation set forth above will be "earned" upon the occurrence of the related Achievement and payable within thirty (30) days of the last day of the Contract Year, provided that you are employed in the Position on the date the Achievement occurs. Beginning in Contract Year 2, if the NCAA determines that USU committed a Level I

or Level II Violation (as defined in NCAA Bylaws) during a preceding Contract Year when you were employed by USU incentive compensation earned for the applicable Contract Year may be reduced or canceled if, in the reasonable discretion of the President, the violation contributed in any way to the Achievement. The incentive compensation for any given Contract Year shall be capped at and shall not exceed three hundred and fifty thousand dollars (\$350,000).

**e. Vehicle.** At the discretion of the Director, USU will provide you for USU business purposes with either one loaned vehicle (“courtesy car”) or a monthly vehicle stipend. If the courtesy car is provided then (i) USU will withhold all applicable federal and state taxes related to your use of this car, as required by the IRS and applicable law and (ii) you will be required to follow all USU and USU Athletic Department policies and procedures related to use of courtesy cars, including periodic reports of vehicle information. If a vehicle stipend is provided, then any business-related or personal automobile expenses (including, but not limited to, lease or automobile loan payments, taxes, registration, fees, fuel costs, maintenance costs, insurance payments, or other automobile-related costs of fees) incurred by you in excess of this vehicle stipend will be your sole financial responsibility; and USU will not provide you with reimbursements for mileage, fuel, or other vehicle costs incurred by you while conducting USU business.

**f. Athletic Event Tickets and Family Travel.** If requested by you, USU will provide you with (a) up to sixteen (16) season tickets in the lower bowl to regular-season home men’s basketball games, (b) fourteen (14) tickets to regular away men’s basketball games, and (c) six (6) tickets to regular-season home football games and at least one (1) parking pass for each home men’s basketball game and home football game. Further, USU will provide you with up to twenty (20) priority-level tickets to any post-season men’s basketball game (including, if applicable, the conference championship game). If requested by you and subject to available space, USU will provide your immediate family members (spouse or immediate children) with access to USU-chartered transportation to the men’s basketball away games, at no direct cost to you.

**g. Communication Allowance.** You will be provided a monthly communication allowance in the amount of \$100 per month. The allowance will be in accordance with University Policy 3312.

**h. Country Club Membership.** You will be provided a business membership at the Logan Golf and Country Club (“*Club*”). Your membership will be subject to any terms and conditions imposed by the Club, including, but not limited to, the right of the Club to revoke membership. USU will not be responsible for any food minimum requirements or purchases of goods and services at the Club.

**i. Taxable Benefits.** All benefits and compensation received by you, as set forth in this section, will be subject to applicable tax laws and, if appropriate, will be treated as taxable income subject to applicable deductions and withholdings, as required by law.

## 5. Duties and Responsibilities.

**a. Assigned.** You will devote your full time and best efforts to the performance of all duties and responsibilities as set forth in this Agreement and as further assigned by the Director, and including all duties as set forth in your then-current job description on file with the Athletics Department. USU reserves the right to, in its sole discretion, modify the Position, including its duties, reporting lines, etc. at any time during your employment, provided you will remain Head Coach.

**b. Student Athlete Welfare.** You will always promote and protect the welfare of USU, its Athletics Department, and USU student athletes to the best of your ability. You will support and maintain a team culture and climate of respect and uphold USU’s principles of community.

**c. Conduct.** You agree to represent USU positively in public and private forums and will not engage in conduct or act in such a manner that reflects adversely on USU, the team, or USU’s athletics program. You will perform your duties and personally comport yourself at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of USU and its Athletics Department.

**d. Compliance.** You will be subject to, and responsible for knowing and complying with, all applicable policies and procedures of USU, the USU Athletics Department, and the Utah System of Higher Education; all relevant state, local and federal laws and regulations (including, but not limited to, the Utah Ethics Act); and the applicable athletic conference (“*Conference*”) and NCAA Bylaws, rules, and regulations (together, the “*Rules and Regulations*”). Your employment will be subject to all USU policies, including those applicable to (a) at-will employees (See, e.g. USU Policy 390) and (b) to employees of USU’s Athletics Department (See, e.g. USU Policy 345, sections 2.1 and 2.2.5). USU’s policy library may be reviewed at <https://www.usu.edu/policies/>.

**e. Disciplinary or Corrective Action for Violations.** You will cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). You understand, agree, and

stipulate that any individual, including yourself, who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

**f. Gifts and Ethics.** All of your salary or compensation for performance of coaching duties shall be paid only by USU, or as expressly approved in writing by the Director. To that end, you will not solicit or accept gifts of cash or of substantial value or accept hospitality, from any person, including without limitation, a person who is a “representative of the athletic interests of the University” as that term is defined in Governing Athletic Rules. You also recognize that you are a State of Utah employee and, as such, must comply with the Utah Public Officers’ and Employees’ Ethics Act (“*Utah Ethics Act*”) for public officials and state employees. Any violation of this provision as determined by USU will subject you to disciplinary action, up to and including discharge. Discharge under this provision will constitute “for cause” termination under the Agreement.

**g. Other Activities.** You agree to not undertake any business, professional, or personal activities or pursuits that would prevent you from devoting your full time and best efforts to the performance of your duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of USU, would reflect adversely upon USU or its athletics program. To avoid entering into an agreement in conflict with a USU contract or commitment, or an agreement which would not be in USU’s best interest, you agree to submit all outside consulting agreements to USU for review and approval prior to execution (including consulting or equipment agreements that relate to camps). You must also report such outside income to USU in accordance with NCAA rules. You agree to avoid any conflict of interest and comply with USU’s Conflicts of Interest policy. You agree to not participate in any business transactions or endorse any products or appear on any radio or, television, internet, or any other media programs, which may discredit or bring undue criticism to USU or impinge upon any contractual obligations of USU or, which in USU’s sole but reasonable discretion, are otherwise not in the best interests of USU or which violate the Rules & Regulations.

**h. USU Property.** All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, playbooks, statistics or any other material or data, furnished to you by USU, developed by you on behalf of USU, or otherwise in connection with your employment are and shall remain the sole and confidential property of the USU. At the conclusion of your employment at USU, you must deliver any such materials in your possession or control to USU and may not retain a copy.

**i. Other Employment Opportunities.** By accepting the position of Head Coach, you agree that should another employment opportunity be presented to you or should you be interested in other employment during the Term of this Agreement, you must notify the Director of such opportunity or interest before any discussions can be held by you with a potential employer. Failure to do so will result in just cause for termination under Section 7.

**j. Approval and Reporting of Outside Income and Benefits.** All athletically related outside income shall be subject to the prior approval of the Director, including, but not limited to, annuities, sports camps and programs, housing benefits, receipt of complimentary tickets, television and radio programs, and endorsement or consultation contracts with athletics shoe apparel or equipment manufacturers. You shall annually provide a written detailed account for all athletically related income and benefits from sources outside USU. This report is to be made to the President of USU through its Director.

**6. Termination for Convenience.** At any time during the Term, USU or you may terminate this Agreement and your employment *for convenience* (also commonly referred to as a without cause basis).

**a. Termination for Convenience by USU.** Termination under this section shall be effective upon your receipt of written notice from either the Director or USU’s President, unless a different date is provided in the written notice. Such notice may be delivered by mail or email. If this Agreement is terminated by USU for convenience, the USU will be responsible to pay you liquidated damages in the amount of **seventy-five percent (75%)** of the “*Cumulative Remaining Salary*” which is the prorated amount of the total of the annual salary remaining in the Term that would have been due to you, had the Agreement not been terminated. The Cumulative Remaining Salary specifically excludes all other forms of compensation, including, but not limited to, the value of any USU benefits (health, retirement, life insurance, etc.), vehicle access, unachieved incentive compensation, etc., except compensation and benefits of any kind that were earned, due, vested or accrued prior to the effective date of termination. If terminated by USU, you agree that the liquidated damages shall fully compensate you for the loss of collateral business opportunities and you shall not be entitled to any other amounts, compensation, benefits, or damages under this Agreement. USU may pay the liquidated damages (a) in a single lump sum payment or (b) in substantially equal installment payments through the date whereon this Agreement would have expired had it not been terminated under this section. If USU terminates the Agreement for

convenience, then you are to immediately seek re-employment as a head or assistant coach with compensation in keeping with fair market compensation rates. USU will be entitled to offset its liquidated damage obligation by any employment compensation received by you after termination of this Agreement, whether from athletic-related or non-athletic related sources. Under such a circumstance, you agree to immediately inform USU in writing of any re-employment. If you fail to in good faith seek re-employment or seek compensation in keeping with fair market compensation rates, then USU may, at its discretion, withhold liquidated damages on a pro rata basis for any period of time where you are deemed to not be seeking re-employment in good faith. Notwithstanding anything to the contrary contained above, if you are terminated for convenience by USU and you choose to retire from the coaching profession at that time, then you will not be required to seek re-employment, provided that if you retire and later accept a coaching position during the Term of the Agreement, offset to such liquidated damages shall then apply. USU shall address and accommodate the applicability of Internal Revenue Code of 1986 (as amended) Sections 409A and 457(f) to its liquidated damages' obligation to Coach. If you are terminated for convenience by USU, then any liquidated damages obligations by USU shall be conditioned upon you executing a comprehensive release in the form to be determined by USU in its reasonable and good faith discretion. Any reference to your "termination of employment" (or any form thereof) shall mean your "separation from service" within the meaning of Sections 409 and Treasury Regulation Section 1.409A-1(h). The parties' obligations in this section shall survive expiration or termination of this Agreement.

**b. Termination for Convenience by You.** If this Agreement is terminated by you for convenience, then you will be responsible to pay USU liquidated damages in the amount of **seventy-five percent (75%)** of the "*Cumulative Remaining Salary*". Termination under this section, unless otherwise agreed to by the parties in writing, shall be effective upon the earlier of (i) the date of USU's receipt (via the Director) of written (by mail or email) or verbal notice from you or your agent (as applicable); or (ii) the date of any public announcement of your accepting a new full-time position with any third party made by you, your agent, or your new employer. Termination under this section shall waive any and all compensation otherwise due under this Agreement. The liquidated damages shall be due within ten (10) days of termination. In addition, if you terminate for convenience within one year of the Effective Date, then the liquidated damages shall be increased by an amount equal to any moving expenses paid for or reimbursed by USU on your behalf. The parties' obligations in this section shall survive expiration or termination of this Agreement.

## 7. Termination for Cause.

**a. For Cause.** USU may terminate this Agreement and your employment *for cause*, based on, but not limited to, your conduct as set forth below:

- 1) Insubordination, including but not limited to, deliberate failure to follow reasonable instructions from the Director or deliberate failure to comply with the Rules and Regulations (as defined herein) or other regulatory requirements applicable to higher education generally; or
- 2) Material neglect or inattention to your duties or responsibilities or your refusal or inability to perform such duties or responsibilities after written notice has been given to you by the Director; or
- 3) Absence from duty for three (3) or more consecutive working days without notifying Director in advance (See USU Policy 399); or
- 4) A significant or repetitive or intentional violation of any of the Rules and Regulations (or a pattern of conduct which may constitute or lead to an NCAA Level I or Level II violation), as reasonably determined by USU; or
- 5) Failure to use reasonable and timely best efforts to prevent a significant or repetitive or intentional violation of any of the Rules and Regulations (or a pattern of conduct which may constitute or lead to an NCAA Level I or Level II violation) by any person under your supervision or direction (including, but not limited to, other assistant coaches, operations personnel, and student-athletes) if you knew or should have known of the violation/conduct, as reasonably determined by USU; or
- 6) Failure to report promptly to the Director in writing any violations or potential violations known to you of the Rules and Regulations by yourself, the assistant coaches, students, or other persons under your direct control or supervision, as reasonably determined by USU; or
- 7) A material breach of the terms of this Agreement, as reasonably determined by USU, or
- 8) Any criminal conduct (excluding minor traffic violations); or
- 9) Failure to submit required reports regarding crimes or violation of the Rules and Regulations by student, student athletes, and/or another USU employee if you knew or should have known of the violations/conduct, as reasonably determined by USU; or

- 10) A violation the Utah Ethics Act, as reasonably determined by USU; or
- 11) Fraud or dishonesty in the performance of your duties or responsibilities under this Agreement, as reasonably determined by USU; or
- 12) Fraud or dishonesty in preparing, falsifying, submitting, or altering documents or records of USU, NCAA, or the Conference, or documents or records required to be prepared or maintained by the Rules and Regulations, or other documents or records pertaining to any recruit or 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 other person, as reasonably determined by USU; or
- 13) Failure to respond accurately and fully to any request or inquiry relating to the performance of your duties hereunder or the performance of your duties during your prior employment at any other institution of higher learning propounded by USU, NCAA, the Conference or other governing body having supervision over the athletics program of USU or such other institution of higher learning, or required by the Rules and Regulations, as reasonably determined by USU; or
- 14) Counseling or instructing any coach, student, or other person to fail to respond accurately and fully to any request or inquiry concerning a matter relevant to USU's athletics program or other institution of higher learning which shall be propounded by USU, NCAA, the Conference or other governing body having supervision over the athletics program of USU or such other institution of higher learning, or required by the Rules and Regulations, as reasonably determined by USU; or
- 15) Failure to manage the team in a manner that reflects the academic values of USU, as reasonably determined by USU; or
- 16) Failure to promote and/or protect the safety, health, or welfare of USU student athletes to the best of your ability, as reasonably determined by USU; or
- 17) Material failure to represent the University and/or the Athletics Department positively in public and private forums; or
- 18) Soliciting, placing or accepting a bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging any illegal gambling, bookmaking, or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool or any other method of organized gambling; or furnishing information or data relating in any manner to the team or any other sport to any individual known by you to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating with such persons, as reasonably determined by USU; or
- 19) Use or consumption of alcoholic beverages, drugs, controlled substances, steroids or other chemicals as to impair your ability to perform your duties hereunder, or failure to fully cooperate in the enforcement and implementation of any drug testing program established by USU for student athletes, as reasonably determined by USU; or
- 20) Sale, use or possession, or your permitting, encouraging, or condoning by a student athlete, assistant coach, or other athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use, or possession of which by you, athletic staff or such student-athlete is prohibited by law or by the Rules and Regulations, as reasonably determined by USU; or
- 21) Failure to obtain prior approval for outside activities as required by this Agreement and by NCAA rules or to report accurately all sources and amounts of all income and benefits as required by NCAA and/or the Rules and Regulations, as reasonably determined by USU; or
- 22) Commission of or participation in any act, situation, or occurrence or any conduct which, in USU's reasonable judgment, brings or may bring you and/or USU into public disrepute, embarrassment, contempt, scandal, or ridicule or which constitutes a substantial failure to perform in good faith the duties required of you as set forth in this Agreement or failure to conform your personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon USU's reputation and overall primary mission and objectives, including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not warrant arrest by the relevant authorities.

Notwithstanding the foregoing, USU acknowledges and agrees that it may not terminate this Agreement *for cause* for minor, technical, or immaterial violations of the foregoing Sections 7(a)(1)-(22) that are not repetitive or reoccurring as reasonably determined by USU.

**b. Notice and Termination.** Prior to terminating this Agreement *for cause*, USU shall (i) provide you with written notice detailing the conduct that warrants termination and (ii) provide you with an opportunity to meet (in-person or via video conference) with the Director to discuss such notice; provided that you must make yourself immediately available for any such meeting upon Director's request. After you have been provided with the notice and an opportunity to meet (as set forth above), then USU may terminate this Agreement *for cause* by providing you with written notice of termination with an effective date of termination to be determined by USU. In the event this Agreement is terminated *for cause*, you shall NOT be entitled to receive any further compensation or benefits under this Agreement, which have not been earned as of the date of termination. You agree that USU shall not be liable to you for the loss of any collateral business opportunities, or any other benefits, perquisites, income, or consequential damages suffered by you because of USU's termination *for cause*. This Section shall survive expiration or termination of this Agreement.

**c. Liquidated Damages.** In the event this Agreement is terminated by USU *for cause*, you shall pay to USU liquidated damages equivalent to all incentive compensation you received for any achievement that is subsequently vacated by USU or the NCAA, if such vacation is due, in whole or in part, to your wrongful actions, as determined by USU or the NCAA. In addition, in the event this Agreement is terminated by USU *for cause*, you shall pay to USU additional liquidated damages equivalent to any moving expenses that were paid for directly by USU or reimbursed to you. Any such liquidated damages shall be due to USU within thirty (30) days of termination. This Section shall survive expiration or termination of this Agreement.

**d. NCAA Considerations.** The Parties recognize that termination for cause may encompass findings or determinations of violations during your employment at USU or any other institution of higher learning. As required by NCAA Bylaw 11.2.1, you are hereby notified that in addition to the actions USU may take in accordance with this Agreement, you are also subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures if you are found by the NCAA or USU to be in violation of NCAA Bylaws. You agree that USU may implement any such disciplinary or corrective actions imposed by the NCAA. The Parties' obligations in this paragraph shall survive expiration or termination of this Agreement.

**8. Termination Due to Disability or Death.** Your employment and this Agreement will automatically terminate if you (1) become totally or permanently disabled as defined by the USU's disability insurance plan; (2) become, in USU's sole but reasonable judgment based upon the written opinion of a competent and licensed medical professional, unable to perform the essential functions of the Position for a period of at least ninety (90) days; or (3) die. Termination under such circumstances shall be effective as of the last day worked, except that your personal representative or other designated beneficiary shall be paid any earned but unpaid incentive compensation and/or death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by USU and due to your estate or beneficiaries thereunder. These obligations in this section shall survive expiration or termination of this Agreement.

## **9. Miscellaneous.**

**a. Choice of Law and Venue.** The Agreement and any dispute associated therewith that arises after expiration or termination of this Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah. The Parties' obligations in this Section shall survive expiration or termination of this Agreement.

**b. Non-Discrimination.** USU is committed to a learning and working environment free from discrimination, including harassment. For USU's non-discrimination notice, see <https://equity.usu.edu/non-discrimination>.

**c. Tax Advice.** USU will not provide tax advice to you regarding the tax effects of this Agreement. USU encourages you to consult with independent tax advisors concerning the federal, state, and local tax effects of this Agreement. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code and, to the maximum extent permitted by law, shall be administered, operated and construed consistent with this intent.

**d. Attorneys' Fees and Costs.** If you breach any terms of this Agreement, to the extent authorized by Utah law, then you will be responsible for payment of all reasonable attorneys' fees and costs that USU incurred in the course of enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts. The Parties' obligations in this section shall survive expiration or termination of this Agreement.

**e. Government Records and Management Act.** You acknowledge that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as

amended ("**GRAMA**"); that certain records within USU's possession or control, including without limitation, the Agreement, may be subject to public disclosure.

**f. Notice.** Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing, unless otherwise set forth herein, and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; (b) on the date of attempted delivery if delivered by courier, express mail service, or first-class mail, registered or certified; or (c) on the date of delivery if delivered through electronic means, such as email. Such notice shall be sent or delivered to the address listed in the opening clause of this Agreement, if to USU, or to the last home address or email address listed in USU's record system, if to you.

**g. Assignment.** Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without the other Party's prior written approval.

**h. No Third-Party Beneficiaries.** The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

**i. Amendment.** Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

**j. Merger.** This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written between the Parties relating to the subject matter thereof.

**k. Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, then such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

**10. Requirements.** This offer and the Agreement are contingent upon: (a) verification of your right to work in the United States, as demonstrated by your successful completion of the I-9 Form upon hire within three business days of starting employment; and (b) satisfactory completion of a background investigation, reference checks, and other due diligence.

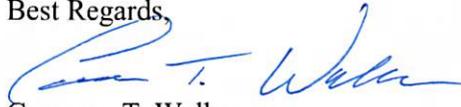
**11. Legal Restrictions.** By executing this Agreement, you confirm that you are able to accept this job and carry out the work involved without breaching any legal restrictions, such as those imposed by a current or former employer (e.g. non-competition, confidentiality, intellectual property rights or ownership etc.). If you have any questions about legal restrictions connected with a current/former employer, then please discuss such questions with that employer. You will be expected to inform USU about any legal restrictions and provide USU with copies of any agreements between you and your current or former employer.

**12. Withdrawal.** This offer is valid until end of day, **March 30, 2026**. If you wish to accept this offer and the terms and conditions of this Agreement, please sign below and return this letter to me prior to that time.

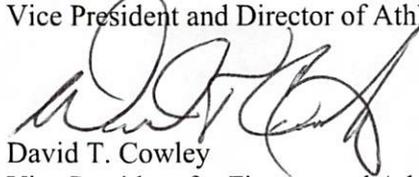
We are excited about the prospect of you joining the USU team. If you have any questions about the above conditions, terms, requirements, or details, please contact us to discuss.

We look forward to hearing from you.

Best Regards,



Cameron T. Walker  
Vice President and Director of Athletics



David T. Cowley  
Vice President for Finance and Administrative Services

By signing below, I certify that I have read and understand this letter, agree to the terms and conditions set forth in this Agreement, and accept the Position as described above.

Signature:

Signed by:  
  
Ben Jacobson

Name:

Ben Jacobson

Date:

3/30/2026