

**EMPLOYMENT AGREEMENT
BETWEEN
UNIVERSITY OF WISCONSIN-MADISON
DIVISION OF INTERCOLLEGIATE ATHLETICS
AND
CHRISTOPHER MCINTOSH**

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of July 1, 2021, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ("University"), through its duly authorized representative, the University of Wisconsin-Madison Chancellor, and Christopher McIntosh ("McIntosh").

NOW THEREFORE, University and McIntosh mutually agree as follows:

I. THE POSITION

- A. Subject to the terms and conditions stated in this Agreement, McIntosh shall be employed by University as Director of the Division of Intercollegiate Athletics ("Athletic Director"). McIntosh shall perform such duties as may be assigned in connection with the supervision and administration of the Division of Intercollegiate Athletics, and otherwise as appropriate, in the University. McIntosh shall work under the immediate supervision of the University's Chancellor or designee and subject to the guidance of the University's Athletic Board. McIntosh's appointment is a limited appointment, pursuant to the Wisconsin Statutes and Administrative Code, and the rules and policies of the University, applicable to such appointments, except that, to the extent this Agreement specifies the rights and obligations of the parties, this Agreement shall prevail.
- B. McIntosh understands and acknowledges that he is employed in a position of trust with access to vulnerable populations and that rules, policies and procedures related to this employment type must be adhered to including recurring criminal background checks. McIntosh shall be required to self-disclose certain criminal offenses that may occur during the course of employment. McIntosh understands that he is a Responsible Employee for purposes of Title IX, and accordingly must report any disclosures of sexual harassment or sexual violence to the University's Title IX program. McIntosh understands that he is a Campus Security Authority for purposes of the Clery Act, and accordingly must report crimes in accordance with University policy to the University's Clery Program within the University's Police Department.

II. SCOPE OF SERVICES/DUTIES

To fulfill the purpose of McIntosh's employment as Athletic Director in a satisfactory and proper manner he:

- A. Agrees to faithfully and conscientiously perform the usual and customary duties of Athletic Director and those more fully specified in this Agreement;
- B. Agrees to devote full-time, attention, and energy to the duties as required herein, and to the promotion of the University and its intercollegiate athletic programs, and avoid any business or professional activities or pursuits that will prevent him from devoting full-time to the performance of his duties under this Agreement, or which will detract in any manner from the duties outlined herein; or which would conflict with any University policy, including its policy on Conflict of Commitment;
- C. Agrees to be a loyal employee of the University, to comply with all rules, regulations, policies and decisions established or issued by the University, and to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes;
- D. Agrees to Provide direction to all University intercollegiate activities, including the management of the staff, budget, and other resources of the athletic program, consistent with the objectives of the University;
- E. Agrees to assure that the organizational units under the direction of the Athletic Director are properly structured and staffed, providing for the hiring, development, training and review of staff, and developing program or departmental goals and objectives that strengthen the intercollegiate athletic program. McIntosh shall have complete discretion in the appointment of staff, subject only to approval of the University's Chancellor, to approval of the Board of Regents where total annual compensation is above the applicable threshold, and to applicable University procedures for appointment, termination, and compensation of University personnel;
- F. Agrees to facilitate and oversee the development of fiscally responsible Division budgets for the long-term fiscal stability of the Division;
- G. Agrees to be fully knowledgeable of the University's athletic policies, and, with the advice and counsel of the Athletic Board, be responsible for the direction, enforcement, interpretation, and review of the University's intercollegiate athletic policies and programs, and recommend improvements where necessary;
- H. Agrees to cooperate with the University's Athletic Board in its review and advisory responsibilities;
- I. Agrees to facilitate the scheduling of competition for the Division's teams;

- J. Agrees to abide by and comply with the constitution, bylaws, rules, regulations and interpretations (collectively "Legislation") of the National Collegiate Athletic Association ("NCAA"), Big Ten Conference and any applicable conferences with which the University may be affiliated ("Conference"), and University rules and regulations relating to the conduct and administration of athletic programs, as now constituted or as any of the same may be amended during the term hereof, and to assure the Division's compliance with such policies, rules and regulations. In the event McIntosh becomes aware or has reasonable cause to believe that significant violations of NCAA, Conference or University Legislation may have taken place, he shall report the same promptly to the University's Chancellor;
- K. Agrees to provide the environment for admissions, financial aid, academic eligibility, and recruiting to be carried out properly and in compliance with NCAA and Conference regulations, and University of Wisconsin-Madison Standards for Safeguarding Institutional Governance of Intercollegiate Athletics;
- L. Agrees to cooperate and make full disclosure of all facts to the proper authorities should there be any investigation of the intercollegiate athletic program, or any of the student-athletes participating therein, by the University, the NCAA, the Big Ten or any other applicable conference with which University may be affiliated;
- M. Agrees to cooperate fully in any investigations of sexual harassment or sexual violence conducted by the University's Title IX Program or designee;
- N. Agrees to develop programs and procedures that assure the mental, physical and emotional welfare of the student-athletes who participate in the University's athletic programs;
- O. Agrees to uphold the academic standards of the University and to facilitate the progress of every student-athlete toward a degree;
- P. Agrees to promote gender and racial equity throughout the athletic program, and oversee compliance with Title IX and other applicable regulatory requirements ;
- Q. Agrees to enforce the Division's Student-Athlete Discipline policy;
- R. Agrees to carry out the University's commitment to equal opportunity and affirmative action in all athletic program personnel matters;
- S. Agrees to provide leadership for the communications and public relations programs of the Division and to develop campus and community support for the University's athletic programs;
- T. Agrees to maintain effective communications and relations with University alumni, to facilitate fundraising and overall support for the Division;

- U. Agrees to maintain effective relations with governing boards, associations, conferences, committees, other universities, and support groups, including students, faculty, and staff;
- V. Agrees to be responsible for implementation of policy directives pertaining to responsibilities that emanate from governmental agencies, accrediting associations, and athletic associations;
- W. Agrees to cooperate with the University of Wisconsin Foundation with regard to the fundraising efforts of the University of Wisconsin Foundation to support the Division; and
- X. Agrees to perform such other duties as the University's Chancellor may from time to time assign.

III. TERM OF EMPLOYMENT

- A. The term of this Agreement shall begin on July 1, 2021, and, unless terminated earlier pursuant to the terms contained herein, will end without further notice on June 30, 2026.
- B. The term of this Agreement may be extended for additional periods as may be mutually agreed upon by the parties, with the approval and under the authority of the University's Chancellor. In the event the term of McIntosh's employment with the University is so extended, this Agreement shall continue in full force and effect to the extent that it is not inconsistent with such subsequent written agreements.
- C. The University's Chancellor or designee shall conduct an annual review of McIntosh's performance under this Agreement. A broader review of performance will occur prior to a renewal or extension.

IV. COMPENSATION

- A. University agrees to pay McIntosh as compensation for services as Athletic Director an annual gross base salary of Five Hundred Thousand Dollars (\$500,000). Said salary, less all applicable withholding, shall be paid to McIntosh in equal installments pursuant to UW-Madison payroll policies and procedures.
- B. Concurrently with this Agreement, McIntosh is entering into an Additional Compensation Agreement with the University of Wisconsin Foundation that will provide him with additional compensation of \$440,000 for the period ending June 30, 2022, as specified therein. Thereafter, McIntosh will receive such additional compensation annually, with a \$30,000 annual increase until the end of the Term, as specified therein.

- C. McIntosh shall be entitled to vacation, sick leave and other benefits available to limited appointees of the University, prorated on the length of appointment.
- D. The University shall only be obligated to compensate McIntosh as specified in this Agreement. Nothing herein constitutes an agreement by the University to guarantee or provide him with any collateral sources of income or benefits. The compensation stated above specifically includes payment for any and all required television, radio or other media appearances on behalf of the University.
- E. As additional compensation, the University shall provide to McIntosh use of two (2) automobiles or two (2) annual automobile allowances as determined by the University. All expenses associated with the automobiles, including but not limited to liability, collision and comprehensive insurance shall be borne by McIntosh. Furthermore, University shall provide one (1) family country club membership which includes initiation fees, annual dues and related assessments (excluding food, beverages and related charges).

V. TERMINATION AND LIQUIDATED DAMAGES

A. By University.

University recognizes that the entire term of this Agreement is of the essence of this Agreement to McIntosh. University also recognizes that McIntosh is making a highly valuable contribution to University by entering into this Agreement, and that this contribution would be lost were University to terminate this Agreement prior to the expiration of its term. While recognizing these agreements and this entire Agreement, the parties agree that University may, nevertheless, terminate this Agreement prior to the conclusion of the term, but only upon the following terms and conditions.

1. Termination by University for just cause.

- (a) University may terminate this Agreement at any time for just cause. The term "just cause" shall include any of the following:
 - (1) A violation by McIntosh of any of the terms and conditions of this Agreement, or refusal or unwillingness or inability to perform such duties in good faith and to the best of his abilities that are not remedied after thirty (30) days written notice thereof to McIntosh;
 - (2) Any conduct of McIntosh which constitutes moral turpitude, which would constitute a criminal offense under Wisconsin law, or which would tend to bring public disrespect, contempt, or ridicule upon University;
 - (3) Fraud or dishonesty by McIntosh in the performance of his duties or responsibilities under this Agreement;

- (4) A significant violation or failure to report a violation of any law, rule, regulation, constitutional provision or bylaw of University or Conference, or significant violation of the rules of the NCAA, which violation may, in the sole judgment of University, reflect adversely upon University or its athletic programs, including any violation which may result in University being sanctioned or placed on probation by a conference or the NCAA. For the purposes of this paragraph and the following paragraph, a “significant violation of the rules of the NCAA” would include only Level I or Level II violations or repeated Level III violations which place the University at risk of NCAA sanction;
 - (5) A significant violation or failure to report a violation of any law, rule, regulation, constitutional provision or bylaw of University or Conference, or significant violation of the rules of the NCAA, by a member of the Athletic Department staff or any other person under McIntosh’s supervision or direction, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic programs, including any violation which may result in University being sanctioned or placed on probation by a Conference or the NCAA, and which violation was the result of McIntosh’s failure to supervise the offending individual(s); or
 - (6) Prolonged absence from duty without University’s written consent.
- (b) Prior to termination for cause, University shall provide McIntosh with written notice of the factual basis for the proposed action and the intended effective date of termination. McIntosh shall have an informal opportunity to be heard by the University’s Chancellor to discuss and rebut the alleged factual basis for the termination. The University has the sole authority to determine whether McIntosh’s actions or inactions merit dismissal.
 - (c) In the event this Agreement is terminated for just cause, all obligations of University to make further payments and/or to provide any other consideration hereunder shall cease as of the date of such termination. In no case shall University be liable to McIntosh for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any other sources.
 - (d) In the event McIntosh challenges such decision in a court of competent jurisdiction and the court determines that the University breached this Agreement by terminating McIntosh without cause, then the liquidated damages provision set forth in Article V, Section A.3 herein shall apply and shall be McIntosh’s sole and exclusive remedy for any cause of action based on this Agreement.

2. Termination by University without cause.

This Agreement may be terminated at any time by University by delivering to McIntosh written notice of University's intent to terminate this Agreement without cause, which termination shall be effective thirty (30) days after the date of delivery of such notice to McIntosh.

3. Liquidated damages upon termination by University without cause, with notice.

The University shall have the right to terminate this Agreement prior to the expiration date without cause pursuant to Article V, Section A.2. In such event, the University shall pay, or cause to be paid, liquidated damages, and not compensation, to McIntosh or to his estate or designated beneficiary should McIntosh die after termination but during the payment period, as McIntosh's exclusive remedy in lieu of any and all other legal remedies, damages of any type, or equitable relief available to McIntosh, subject to his duty to mitigate as set forth hereinafter. From the effective date until June 30, 2022, such liquidated damages will be in the amount of \$1,880,000 (twice his initial annual gross base salary). On July 1st 2022, and subsequently on each July 1st thereafter, the amount of liquidated damages to which McIntosh is entitled for termination pursuant to Article V, Section A.2. will decrease by \$200,000, until it reaches a level of one million dollars (\$1,000,000), where it will remain throughout the remainder of the Term of this Agreement, including any extensions thereof. McIntosh may be required to use accumulated unused vacation and personal leave for the period from the effective date of the termination to the end of the term per the policies for University Academic Staff. University's obligation shall be paid on a monthly basis, prorated over the period of two (2) years from the effective date of the termination, or for the remainder of the term, including any extension thereof, whichever period is shorter.

The University's obligation to pay liquidated damages is subject to McIntosh's duty to mitigate, as follows: If, within the period the University is required to pay McIntosh liquidated damages, McIntosh accepts employment at any other college or university, the amount of liquidated damages the University is obligated to pay, and McIntosh is entitled to receive as specified herein, shall be reduced on a monthly basis by an amount equal to McIntosh's annual gross base salary paid for such month under McIntosh's new employment.

In either event, McIntosh may, at his own expense, continue health insurance through a private source or COBRA, but University-provided health insurance will end. As permitted by Wisconsin law, McIntosh may secure a conversion policy for his UW group term life insurance. Any other employee benefits that McIntosh was receiving at the time of termination will be terminated, including contributions to University retirement plans. In no case shall University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that may ensue as a result of University's termination of this Agreement without cause.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by University without cause prior to its natural expiration may cause McIntosh to lose certain income, fringe benefits, supplemental compensation, or outside compensation relating to his employment at University, which damages are extremely difficult to determine fairly or with certainty. The parties further agree that the payment of such liquidated damages by University and acceptance thereof by McIntosh shall constitute adequate and reasonable compensation to McIntosh for the damages and injury suffered by him because of such termination by University. The parties acknowledge that the foregoing is not, nor should it be construed to be, a penalty, and shall be binding upon the parties.

4. For death or disability.

Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically and shall be null and void if McIntosh dies or becomes totally or permanently disabled within the meaning of the applicable retirement system or of any University income continuation program definition or is otherwise unable to perform the essential functions of the position. In the event McIntosh becomes disabled as defined in the applicable University retirement system or income continuation program or is otherwise unable to perform the essential functions of the position, University agrees to continue his annual gross base salary less applicable withholdings for ninety (90) days from the date of disability. Said ninety (90) days shall include the use by McIntosh of all accumulated sick, vacation and personal leave. Termination hereunder is not subject to the provision for liquidated damages set forth in Article V, Section A.3 above.

B. By McIntosh.

McIntosh recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement to University. McIntosh also recognizes that University is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with University prior to the expiration of the term of this Agreement.

While recognizing these agreements and this entire Agreement, the parties agree that McIntosh may, nevertheless, terminate this Agreement prior to its normal expiration, but only upon the following terms and conditions.

1. Termination by McIntosh.

McIntosh's employment may be terminated by McIntosh by giving University written notice of the termination of his employment with University or by accepting another position at any time during the remaining term of this Agreement, including any extensions thereof. Unless otherwise negotiated with the Chancellor, termination shall become effective immediately upon receipt of notice or acceptance of another position. If McIntosh exercises his right under this provision to terminate this Agreement, University's sole obligation to McIntosh shall be payment of compensation through the date of such termination and there shall be no liquidated damages due or payable to the University.

VI. NOTIFICATION REQUIRED PRIOR TO DISCUSSION WITH OTHER EMPLOYERS

The parties agree that should another employment opportunity be presented to McIntosh or should McIntosh be interested in other employment during the term of this Agreement, McIntosh shall notify the University's Chancellor of such opportunity or interest before any discussions can be held by McIntosh with the potential employer. This provision is essential to this Employment Agreement and violation thereof may immediately be considered just cause for termination pursuant to Article V, Section A.1.

VII. DISCIPLINARY/CORRECTIVE ACTION

Pursuant to NCAA Bylaw 11.2.1, McIntosh understands and agrees that if McIntosh is found in violation of any NCAA or Conference Legislation or fails to report a violation, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. It is understood and agreed that any such disciplinary or corrective actions shall be in addition to and in no way limit or restrict any actions the University may take pursuant to Article V herein.

VIII. OUTSIDE EMPLOYMENT, ACTIVITIES AND BENEFITS

A. Annual approval.

McIntosh agrees to comply with NCAA Bylaw 11.2.2, which, in its current form, requires McIntosh to provide a written detailed account annually to the University's Chancellor or designee of all athletically related income and benefits from sources outside the University, including but not limited to, income from annuities, sports camps, housing benefits, automobile benefits, country-club memberships, complimentary tickets, television and radio programs, speeches/appearances and written materials, commercial endorsements or consulting contracts. McIntosh agrees to provide to the University upon request copies of all records and contracts related to his athletically related income.

B. Reporting of previous receipt.

McIntosh shall annually report outside activities and interests and employment perquisites received during the previous year as required by University or Division policy and/or UWS Chapter 8.

C. Assignment of rights.

McIntosh acknowledges that the total compensation to be paid to him as Athletic Director is intended to include any and all amounts he might have expected to receive from (1) any television and radio shows and advertising revenues derived from those shows and (2) any arrangements with athletic shoe, apparel or equipment companies. It is therefore understood and agreed that any and all rights McIntosh has in the production and compensation for any television and radio shows and related advertising and any shoe, apparel or equipment arrangements are hereby assigned in their entirety to the University or to Universities designees.

In connection with said assignment, McIntosh agrees as follows:

1. To grant University the right to use McIntosh's name and likeness in promoting any television or radio show;
2. To grant University the right to permit others to sell all or a portion of the advertising for any such show;
3. To grant University the right to collect and retain the revenues generated from the sale of advertising on any such show;
4. To appear on any such show and to work cooperatively with the producer of such shows in scheduling taping sessions and other related production issues;

5. To work cooperatively with any shoe, apparel or equipment company to assist in the fulfillment of the University's obligations under any arrangement with the shoe, apparel or equipment company;
6. To avoid entering into any agreement in McIntosh's personal capacity which may conflict with University's other contractual obligations, or under which McIntosh purports to endorse or sponsor the products of any company that competes with a University sponsor or partner.

It is further expressly understood that the University may reassign any and all of the rights assigned to it by McIntosh.

D. Use of name and logos.

It is further understood and agreed that McIntosh shall not, directly or by implication, use University's name or logos in the endorsement of commercial or other products or services for personal gain or otherwise without the prior written approval of the University's Chancellor or designee.

IX. MEDICAL DECISIONS

McIntosh hereby understands and agrees that the final decision regarding student-athlete participation in organized practices and/or competitions shall be made by the Division's medical and training room staff. This provision is essential to this Employment Agreement and violation thereof may be considered just cause for termination pursuant to Article V, Section A.1.

X. UNIVERSITY PROPERTY

Not later than the effective date of termination or expiration of this Agreement, McIntosh shall return to the University any University issued automobile, equipment, cash advance, credit cards, telephone calling cards, University keys and other items, unless otherwise agreed to in writing by the University. McIntosh agrees that the University shall be authorized to deduct the value of any and all such un-returned items from his final University payroll check or liquidated damage payment.

Furthermore, McIntosh agrees that during his employment he will receive or be involved in the development of charts, films, books, reports, diagrams, and other paraphernalia, which shall be and remain the property of University, and McIntosh agrees to surrender such property upon demand by the University's Chancellor or designee. Any materials created on McIntosh's free time, and at his expense, shall remain his property.

XI. ACADEMIC POLICY AND GOVERNANCE

McIntosh understands that, by Wisconsin law and custom, the Board of Regents is responsible for the governance of all parts of the University of Wisconsin System. The Board of Regents has delegated to the University's Chancellor all necessary authority and ultimate responsibility for intercollegiate athletics. The University's Chancellor has delegated all necessary responsibility and authority for the day to day operation of intercollegiate athletics to the Director of Athletics. The University faculty has certain responsibilities for the governance of the University, including academic and educational activities. The faculty have delegated to the Athletic Board all the faculty's responsibility and authority over such aspects of intercollegiate athletics.

XII. ACADEMIC SUPPORT

The personal and academic well-being of every student-athlete is the primary concern of the University and Athletic Board. McIntosh understands the importance of academic performance and agrees that McIntosh and each member of his staff will take an active interest in every student-athlete to facilitate his/her progress toward a degree.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties, with respect to the matters contained herein, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement terminates and replaces any previous employment agreements entered into by the parties, without any additional amounts or obligations due thereunder.

XIV. SEVERABILITY/SAVING CLAUSE

If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions of this Agreement shall be deemed valid and shall remain in full force and effect.

XV. MODIFICATION

This Agreement may be amended only upon mutual agreement in writing by the parties.

XVI. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement except as specifically stated herein without the advance, written consent of the other party; provided, however, that nothing contained herein shall prohibit McIntosh from assigning, for collateral purposes only, McIntosh's right to receive payments hereunder, including, but not limited to, McIntosh's payments of salary under Article IV or liquidated damages under Article V.

XVII. GENERAL

A. Applicable laws and regulations.

All provisions of this Agreement are subject to the laws of the State of Wisconsin and the rules and regulations of the Board of Regents of the University of Wisconsin System or other University authority. It is expressly understood that these include, but are not limited to, the following:

- (1) Policy on Outside Activities and Interests and Employment Perquisites for Division of Intercollegiate Athletics Personnel.
- (2) Unclassified Staff Code of Ethics, Chapter UWS 8, Wisconsin Administrative Code.
- (3) University of Wisconsin-Madison Standards for Safeguarding Institutional Governance of Intercollegiate Athletics.

XVIII. NOTICES

All notices, demands or other communications of any type given by either party hereto shall be void and of no effect unless given in accordance with the terms of this paragraph. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person (provided that such delivery is confirmed), or by United States mail, postage prepaid, as a Registered or Certified item, return receipt requested. Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery, and notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and addressed as provided below. The proper addresses of the parties hereto are as follows:

If to University:

Office of the Chancellor
University of Wisconsin-Madison
500 Lincoln Drive, 161 Bascom Hall
Madison, WI 53706

If to McIntosh:

Christopher McIntosh, Director of Athletics
University of Wisconsin-Madison
Kellner Hall, 1440 Monroe Street
Madison, WI 53711

Either party hereto may change the address for notice specified above by giving the other party hereto ten (10) days advance written notice of such change of address.

XIX. ACKNOWLEDGMENT

McIntosh acknowledges that he has read and understands the foregoing provisions of this Agreement, that such provisions are reasonable and enforceable, and that he agrees to abide by this Agreement and the terms and conditions set forth herein.

IN WITNESS WHEREOF, University and McIntosh have executed this Agreement in Madison, Wisconsin on the dates indicated below.

**THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:**

By: Rebecca Flank
Chancellor, University of Wisconsin Madison

Date: June 14, 2021

By: Chris McIntosh
Christopher McIntosh, Director of Athletics

Date: 6/14/21

ADDITIONAL COMPENSATION AGREEMENT

This ADDITIONAL COMPENSATION AGREEMENT ("Agreement") is made by and between Christopher McIntosh ("McIntosh"), Director of Athletics at the University of Wisconsin-Madison ("University"), and the University of Wisconsin Foundation ("UWF").

WHEREAS, the University and McIntosh have agreed on an Employment Agreement effective July 1, 2021 ("Employment Agreement"), under which McIntosh will be employed as Athletic Director at the University; and

WHEREAS, it is understood that McIntosh will receive compensation in addition to the compensation set forth in the Employment Agreement; and

WHEREAS, UWF has agreed to facilitate the payment of the additional compensation to McIntosh through the University's Division of Intercollegiate Athletics ("Athletics") Special Expenditures Policy; and

WHEREAS, it is understood that the receipt of additional compensation by McIntosh under this Agreement is conditioned upon McIntosh's performance throughout the term of this Agreement of various services (including personal appearances), at the reasonable discretion of the University and in connection with any agreement with the multi-media rights partner and the supplier of apparel, footwear or equipment to Athletics;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Term.** The Term of this Agreement shall begin effective July 1, 2021 and shall run concurrently with and be terminated at the same time as the Employment Agreement.
2. **Payment Schedule.** McIntosh will be paid \$440,000 for the period ending June 30, 2022. This amount will be divided into four (4) equal installments payable on July 1, 2021; October 1, 2021; January 1, 2022; and April 1, 2022.

Thereafter, McIntosh will be paid \$470,000 for the twelve (12) month period beginning July 1, 2022 (July 1 through June 30), and receive such annual payment throughout the Term of this Agreement. The annual payment will be divided into four (4) equal installments payable on July 1; October 1, January 1; and April 1 throughout the Term of the Agreement. The total amount of the annual payment will increase by \$30,000 each year thereafter and shall run concurrently with and be terminated at the same time as the Employment Agreement. See Exhibit A, Additional Compensation Agreement Summary, attached hereto.

3. **Obligations of the UWF.**

A. UWF agrees to facilitate, through Athletics' Special Expenditures Policy, the payment to McIntosh of the amounts, and at the times, specified in Section 2 above, which payments shall be made from the balances in the Athletics' Multi-Media Rights Fund (F#12133172) and/or Athletics' Unrestricted Gift Funds as appropriate. UWF shall not be obligated to facilitate the payments from any other assets or sources.

B. UWF shall satisfy its obligation hereunder by timely remitting the amount of each payment specified in Section 2 above to the University for payment to McIntosh through the University's payroll system, and UWF shall have no further obligation hereunder to McIntosh with respect to any payment to the extent that UWF has remitted such payment to the University. UWF shall not be liable or responsible for, but the University shall be responsible and liable for, any applicable federal, state or other income or payroll tax withholding or any other withholding with respect to any payment hereunder.

4. Obligations of McIntosh.

A. McIntosh agrees, throughout the Term, to perform various services (including personal appearances), at the reasonable and good faith discretion of the University and in connection with any agreement with multi-media rights partner and the supplier of apparel, footwear or equipment to athletics.

B. McIntosh agrees, throughout the Term, to maintain detailed records regarding, and hereby assigns to UWF, any income earned from Athletics' multi-media rights partner, and any apparel, footwear or equipment supplier agreements, to the extent he receives or has the right to receive such income directly. McIntosh further agrees to permit UWF reasonable access to any such records.

5. Amendment/Modification. The parties understand that the University may, during the Term, request that UWF change the structure of this Agreement. McIntosh agrees to accept any such modification provided that it does not reduce the level of additional compensation or materially alter the amount or nature of the services performed by McIntosh hereunder or materially impact any legal rights that McIntosh possesses.

6. Termination.

A. Automatic. This Agreement shall automatically terminate on the day that the Employment Contract is terminated or expires.

B. By UWF. Should McIntosh materially breach any of the terms of Section 4 of this Agreement, UWF shall provide Notice of such breach to McIntosh, and shall provide McIntosh a 30-day period in which to cure said breach. If McIntosh does not make a good faith attempt to cure said breach within 30 days of receipt of Notice, or if the breach is not cured for whatever reason within 30 days of Notice to McIntosh, UWF may terminate this Agreement and suspend all payments hereunder.

7. Mutual Cooperation. This Agreement is entered into with a spirit of mutual cooperation, and the parties agree to seek amicable solutions to any disagreements arising hereunder.

8. **Notices.** Notice shall be deemed given on the day that such notice is mailed via certified or registered U.S. mail, and addressed to:

To UWF:

Mr. Michael M. Knetter
University of Wisconsin Foundation
1848 University Ave.
Madison, WI 53708-8860


To McIntosh:

Christopher McIntosh
Kellner Hall
1440 Monroe Street
Madison, Wisconsin 53711

9. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the internal laws of the State of Wisconsin.

10. **Not an Employment Agreement.** Nothing in this Agreement shall cause McIntosh to be an employee or an independent contractor of UWF, nor shall any provision of this Agreement be construed as creating any employment or independent contractor relationship between UWF and McIntosh.

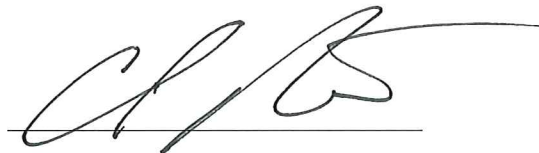
UNIVERSITY OF WISCONSIN
FOUNDATION

By: 
Michael M. Knetter

Title: President

Date: 6/18/21

CHRISTOPHER MCINTOSH



Title: Athletic Director

Date: 6/14/21

UNIVERSITY OF WISCONSIN-MADISON
TO PROVIDE NCAA BYLAW 11.2.2 APPROVAL

By: 
Chancellor (or Designee)

Date: June 14, 2021