

CONTRACT OF EMPLOYMENT

I. INTRODUCTION

This Contract of Employment ("Contract") is effective this 1st day of January, 2009 between the Board of Regents of the University of Oklahoma ("University") and Robert Anthony Stoops ("Coach"). For and in consideration of the mutual promises and covenants set forth in this Contract, the parties agree as follows:

II. TERM

A. Subject to the terms and conditions of this Contract, the University will employ Coach as Head Football Coach for the men's intercollegiate football program for a term beginning January 1, 2009 and ending December 31, 2015.

B. The Oklahoma Constitution, Article X, Section 23, limits the power of the Board of Regents to make a contract that provides remuneration for more than one fiscal year. Therefore, it is understood that this Contract, which sets forth an employment term, is contingent upon the appropriation of funds for the position of Head Football Coach. The University shall fund the Head Football Coach's position before any other position or item or expense for the University of Oklahoma Football Program.

III. AUTHORITY, DUTIES, AND RESPONSIBILITIES OF HEAD COACH

A. Coach is hereby employed by the University as Head Football Coach with all of the duties, responsibilities, and obligations normally associated with the position of Head Football Coach at a major university. In such capacity and under the direction of the Athletic Director, Coach shall devote such time and attention as are necessary to satisfy the responsibilities for the position of Head Football Coach. Throughout the term of this Contract, Coach shall use his best energies and abilities for the benefit of the University.

B. Coach shall be subject to the rules and regulations of the University as established by the President and the Board of Regents. In order to emphasize the importance of compliance with the rules of the National Collegiate Athletic Association and any Conference of which the University is a member, the Board of Regents of the University of Oklahoma has adopted a policy that generally states that any Athletics Department staff member who knowingly violates an NCAA or Conference rule or who conceals or attempts to cover up the violation of an NCAA or Conference rule will be fired immediately, and all contract rights terminated. This provision is included in all Athletics Department employment contracts, including this Contract. It is specifically noted that Paragraph V.C(2) of this Contract provides for the contractual consequences for violation of this Regents' policy.

(1) During the term of this Contract, Coach shall perform his duties as Head Football Coach of the University in a manner which, in all material respects, complies with all NCAA rules and regulations. A coach who is found in violation of NCAA rules or regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

(2) Coach shall use his best efforts to cause all assistants or any other person associated with the football program to comply with NCAA and University rules, regulations, and policies.

(3) Coach will cooperate with the NCAA or University staff in the investigation of possible violations of NCAA rules and regulations when requested to do so by the University.

C. Outside Activity.

(1) Coach shall perform certain personal services in addition to his duties as Head Football Coach. Under the direction of the Athletic Director, Coach shall use his best efforts and devote such time and attention necessary to fund-raising, promotional, public relations, recruitment, and other activities benefiting the University as directed by the Athletic Director. These activities include, but are not limited to: radio and television programs; Internet; "chat-room" conversations; speaking engagements; endorsements; shoe, equipment, and apparel consulting agreements; and all other athletic related activities.

(2) Any television, radio, camp/clinic, shoe and apparel, consultant, endorsement, speaking engagement, or other athletic related income or outside employment contracts or agreements of any nature as well as all other activities relating to Coach's involvement in University athletics will be under the supervision, direction, and control of the Athletic Director. All such arrangements and activities must first be approved in writing by the President and the Athletic Director and shall not conflict with the best interests of the University. Approval for such outside activities will not be unreasonably withheld.

(3) Coach must annually report through the Athletic Director to the President all athletic-related income from sources outside the institution, including but not limited to income from gifts from donors or friends of the Athletic Department; annuities; sports camps/clinics; housing benefits (including preferential housing arrangements); country club memberships; complimentary ticket sales; television and radio programs; and endorsements or consultation contracts with athletic shoe, apparel or equipment manufacturers. The annual report must be submitted by Coach to the Athletic Director by July 15 of each year.

(4) The University recognizes the value and benefits received directly by the University for equipment, public relations, promotions, recruitment of students and other benefits as a result of Coach's outside activities. As provided in Paragraph IV.B.(1)