

Employment Agreement and Notice of Appointment for Interim President

This Employment Agreement and Notice of Appointment (the "Agreement") is made between Oregon State University (the "University") and Dr. Rebecca ("Becky") Johnson (the "Interim President"). The University and the Interim President collectively are referred to as the "Parties." This Agreement is effective April 16, 2021 ("Effective Date").

WHEREAS, the University is engaged in a search for a new President and that search may take a year or more to complete; and

WHEREAS, the Board of Trustees has appointed an Acting President who previously served as the Provost of the University and his energy, skills and diligence are needed as Provost; and

WHEREAS, the University desires to employ Dr. Johnson as the Interim President of the University until the effective date of the appointment of a President and Dr. Johnson desires to accept such employment on the terms of this Agreement;

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. RESIGNATION FROM CURRENT ROLE; EMPLOYMENT OF INTERIM PRESIDENT; POSSIBLE RETURN TO FACULTY
 - 1.1 The University employs Dr. Johnson and Dr. Johnson accepts employment as Interim President of the University pursuant to the terms of this Agreement for the period beginning on May 1, 2021 (the "Commencement Date") and ending on the effective date of a new President's appointment or earlier as provided below (the "Term").
 - 1.2 Dr. Johnson hereby resigns from her current position as Vice President of Oregon State University-Cascades, effective on the Commencement Date.
 - 1.3 So long as her appointment as Interim President has not been terminated for cause as provided below, at the conclusion of the Term, Dr. Johnson may, at her election, resume her full-time, 1.0 FTE, 9-month tenured appointment as Professor in the Department of Forest Ecosystems and Society with an assigned location at the OSU-Cascades Campus. Should she return to the faculty, her 9-month annual salary will be \$161,023, adjusted proportionally for any regular salary adjustments that occurred during her appointment as Interim President.
2. DUTIES AND RESPONSIBILITIES
 - 2.1 As Interim President, Dr. Johnson is the executive and governing officer of the University, president of the faculty, and an *ex officio* nonvoting member of the Board. Dr. Johnson is supervised by and is responsible to the Board for all matters concerning the University and is an advisor to the Board in matters of policy and administration. Duties include, but are not limited to:
 - (a) Administration of the affairs of the University as best serves the institution consistent with Board rules, policies, and directives, and federal, state and local laws and regulations;
 - (b) Development and implementation of the University's academic, student service, outreach, research, athletic and overall institutional strategies and related plans;
 - (c) Service as an *ex officio* nonvoting member of the Board;
 - (d) Reporting to the Board Chair all significant matters within the Interim President's knowledge related to the University;
 - (e) Institutional, faculty, and educational leadership, and the fostering of productive faculty and

- administration relationships;
- (f) Long-range planning;
- (g) Management of buildings, grounds and equipment controlled by the University, as well as capital projects;
- (h) Student recruitment, success and services;
- (i) Senior administration and faculty recruitment;
- (j) Appointing, supervising, promoting, and dismissing employees;
- (k) Enforcing expectations concerning compliance with laws, regulations and the rules of governing bodies, including the NCAA;
- (l) Preparing policies and procedures useful to the University's welfare;
- (m) Fundraising, development, and public and alumni relations;
- (n) Addressing and documenting compliance with Board-identified outcomes for each year; and
- (o) Performing all services, acts, or things necessary or advisable to discharge her duties under this Agreement, and such other duties as are commonly performed by a university president or which may, from time to time, be prescribed by the University through its Board.

3. DEVOTE EFFORTS

- 3.1 The Interim President shall use best efforts to carry out the duties and responsibilities required by this Agreement and to faithfully, industriously, and with maximum application of experience, ability, and talent devote her full professional attention and energies to the duties as interim president of the University.
- 3.2 The Interim President's service will be rendered at the University's campus in Corvallis, Oregon and at such other place or places as the Board and the Interim President deem appropriate for the interest, needs, business or opportunity of the University.

4. COMPENSATION AND BENEFITS

- 4.1 Annual Base Salary. Unless increased by Board action, for all services rendered by the Interim President, the University shall pay the Interim President the annual amount of \$320,076, payable in twelve substantially equal monthly installments (the "Annual Base Salary").
- 4.2 Foundation-Provided Supplemental Compensation. The Board approves supplemental compensation for the Interim President in the annual amount of \$229,932 payable in twelve substantially equal monthly installments, which may be funded by the University's recognized foundation (the "Base Salary Supplement").
- 4.3 Relocation Allowance. University will pay to the Interim President a relocation allowance of \$8,000 to be paid within 90 days of the Commencement Date. The Parties expect that a portion of the relocation allowance may be used by the Interim President for furnishing the private portion of the President's House (as set forth in Section 7, below), and that the purchased furnishings will remain the property of the Interim President. Further, the University will pay to the Interim President a second relocation allowance of \$8,000 for her expenses in returning to Bend, Oregon, to be paid within 90 days of the termination of her employment as Interim President for any reason.
- 4.4 Professional Development and Club Memberships. The University shall reimburse the Interim President for payment of dues to professional associations and other organizations incurred during the Term and reasonably judged by the Board Chair to be of benefit to the University.

- 4.5 Automobile. University agrees to provide the Interim President a monthly vehicle stipend of \$1,000 during the Term. The Interim President is not entitled to any vehicle-related expense reimbursement when on University business or to a University-owned vehicle for the discharge of duties as Interim President. Subject to University policies and procedures, the restrictions of this paragraph 4.7(a) do not apply when the Interim President requires use of a rental vehicle for out-of-state or air-related travel.
- 4.6 Travel. University will reimburse the Interim President for reasonable and documented travel-related expenses incurred for the benefit of the University during the Term, consistent with Board and University policies governing travel reimbursements. When the presence of the Interim President's spouse (or spousal equivalent) is of benefit to the University, expenses incurred for the travel of the Interim President's spouse (or spousal equivalent) shall also be reimbursed. The travel expenses of the Interim President and spouse (or spousal equivalent) may be reviewed by the Board Chair at any time.
- 4.7 Benefits. The Interim President shall receive the same benefits as those provided to other University employees, currently including, but not limited to, medical, dental, and retirement benefits, accrual of vacation and sick leave, and staff fee privileges, subject to the eligibility requirements of such plans and programs. Nothing in the Agreement, however, shall prevent the University from amending or terminating any employee retirement, welfare benefit, or any other employee benefit plan or program as the University deems appropriate. Notwithstanding the foregoing, the Interim President shall advise the Board Chair in advance of any vacation or other event that renders the Interim President unavailable to communicate with the Board Chair in the event of an emergency impacting the University. The Interim President shall also consult with the Board Chair prior to scheduling any vacation in excess of two weeks.
- 4.8 Professional Consultants. University shall reimburse the Interim President up to \$2,000 to offset costs and expenses of any legal or financial advisors assisting the Interim President in reviewing, drafting and negotiating this Agreement. University shall reimburse these costs and expenses within thirty (30) business days of the Interim President's submission of substantiating documentation for costs and expenses to the Board Secretary with privileged and confidential information redacted therefrom.

5. EVALUATION

- 5.1 While serving as interim president of the University, the Interim President shall report and be accountable to the Board. To that end:
- (a) To the extent that the Interim President is otherwise entitled to access and enjoy the benefits of the faculty grievance procedures found in University Policies 576-050, or their successors, those policies do not apply to his or her employment as Interim President and she expressly waives any rights or benefits that she would otherwise enjoy under those policies.
- (b) To the extent that the tenure-related provisions of University Policies 580-021-0130, 580-021-0105, 580-021-0110, 580-021-0115, 580-021-0120, and 580-021-0305, or their successors, otherwise might apply to the Interim President, those policies do not apply to her employment as Interim President and she expressly waives any rights or benefits that she would otherwise enjoy under those policies.
- (c) To the extent that the discipline and termination procedures in University Policies 580-021-0305 to 580-021-0470, or their successors, otherwise apply to the Interim President, those policies do not apply to her employment as Interim President and she expressly waives any rights or benefits that she would otherwise enjoy under those policies.

6. ACADEMIC RANK AND TENURE

6.1 The Interim President shall maintain her academic rank and tenure.

7. OFFICIAL RESIDENCE

7.1 Official Residence.

- (a) For the benefit and convenience of the University in having appropriate proximity and access to student life, and to entertain students, faculty, staff, parents, alumni, Trustees, donors, community members and other guests on behalf of the University, and as a term and condition of the Interim President's employment, the Interim President shall reside at 3480 SW Western Boulevard, Corvallis, Oregon (the "President's House") during her employment as Interim President.
- (b) In the event a state or federal taxing authority assesses the Interim President any tax because of the University-provided President's House or interest or penalties with respect to such tax, the Interim President is entitled to receive additional payments (a "Gross-Up Payment") in an amount that shall fund the payment by the Interim President of the tax as well as all taxes imposed on the Gross-Up Payment, and any interest or penalties imposed with respect to taxes on the Gross-Up Payment.

7.2 Maintenance and Insurance. Subject to the exceptions noted below, the University will maintain the President's House in good repair and pay for utilities, telephone service, cable, internet access, and similar expenses. The University will not be obligated to pay for any damage or expense caused by the willful misconduct or negligence of the Interim President, her family or personal guests (normal wear and tear excepted) for which the Interim President is responsible. For purposes of this section, "personal guests" means those persons not invited to the residence as part of the Interim President's duties to host official and other University functions, whom the Interim President or one of her family members invites in an exclusively personal capacity. The University will maintain the grounds of the President's House. The University will keep the President's House insured for fire and extended coverage and will pay for liability insurance on the property.

7.3 Personal Possessions. With the exception of furnishings already in the President's House or purchased by or on behalf of the University for use in University-related events or business, and except as provided in Section 4.3, the President's House will be furnished with furniture and furnishings at the Interim President's expense. The cost of any insurance on the Interim President's personal furnishings and contents in the President's House will be borne by the Interim President.

7.4 Vacating President's House. The Interim President and her family and any other household members shall vacate the President's House by no later than thirty (30) days following the termination of the Interim President's employment as interim president, except in the case of early termination by virtue of the death or permanent disability of the Interim President, in which case sixty (60) days shall be allowed.

8. NCAA COMPLIANCE

8.1 Responsibility to Cooperate. In compliance with NCAA Bylaw, as may be amended from time to time, including Bylaws 11.2.1(a) and 19.2.3, the Interim President shall cooperate fully in the infractions process,

including the investigation and adjudication of any case involving allegations of infractions. Such cooperation includes cooperation with any internal University investigation, with NCAA enforcement staff, the NCAA Complex Case Unit, the NCAA Committee on Infractions, the NCAA Independent College Sports Adjudication Panel and the NCAA Infractions Appeals Committee in order to further the objectives of the NCAA, its infractions program, and its independent alternative resolution program. The Interim President's obligation to cooperate in connection with allegations of infractions alleged to have occurred prior to the expiration of the Term survives termination or expiration of this Agreement. Should the Interim President be found in violation of NCAA regulations she may be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, as well as hereunder.

9. OREGON GOVERNMENT ETHICS COMMISSION

9.1 The Interim President shall be knowledgeable about and comply with the requirements of Oregon's Government Ethics law and the instructions and requirements of the Oregon Government Ethics Commission. The Interim President will conduct all services to the University in an ethical and legal manner.

10. OUTSIDE INCOME/CONFLICT OF COMMITMENT

10.1 The Interim President is permitted to expend a reasonable amount of time for personal, charitable and professional development activities, provided such activities: (i) do not interfere with the services required to be rendered under this Agreement, and (ii) are consistent with applicable laws and University policies regarding conflicts of interest and conflict of commitment. Upon written approval by the Board, the Interim President may serve on boards for nonprofit and for-profit corporations or other entities, to the extent permitted by law and University policy.

10.2 Other than activities or services permitted under Section 10.1, the Interim President will not render services of any outside business or professional nature to or for any person, firm, or entity for remuneration other than to the University, and will not engage in any activity that would cause a conflict of interest with her duties to the University. The making of passive or personal investments and the conduct of private business affairs are not prohibited by this section.

10.3 Reimbursement of expenses received by the Interim President related to outside activities permitted under Section 10.1 is considered the reimbursement of expenses for purposes of ORS 244.040. If acceptance of any such reimbursement creates a potential conflict of interest, the Interim President shall promptly report the potential conflict in writing to the Board Chair.

11. TERMINATION

11.1 Termination by University for Cause.

(a) The University may terminate the Interim President's employment at any time for Cause upon written notice to the Interim President. "Cause" means any of the following grounds, determined in the sole judgment of the Board:

1. Conviction of or entering a guilty plea or a plea of no contest to any felony or any crime involving fraud, theft, misuse or misappropriation of money or other property, or moral turpitude;
2. Willful breach of any material term of the Agreement or University policy;

3. Neglect, failure or refusal to perform in good faith material assigned duties;
 4. Gross or willful misconduct with respect to the affairs of the University;
 5. Insubordination toward the Board;
 6. Any conduct occurring at any time which brings the Interim President or the University into public disrepute, embarrassment, contempt or ridicule;
 7. Failure to disclose any fact relevant to University's decision to enter this Agreement including without limitation, representations made to University or University's consultant(s) during the selection process, or failure to disclose any criminal charges brought against Interim President at any time or failure to disclose any prior or pending investigations into misconduct by Interim President; or
 8. Absence from duty for more than thirty (30) days for reasons other than illness or disability, without Board consent.
- (b) In lieu of any other termination notice and hearing procedures that may otherwise apply to the Interim President's employment under University Policies 580-021-0305 to 580-021-0470, other University Policies, or any law, the following notice and hearing procedures shall apply in the event that the Board proposes to terminate the Interim President's employment for Cause:
1. In the event of potential termination for Cause, the Board Chair shall first provide the Interim President with notice and a reasonable opportunity to cure the defect if practicable as determined by the Board.
 2. University shall deliver to the Interim President written Notice of Termination for Cause (described in paragraph 3 below) not less than 30 days prior to any hearing and shall afford the Interim President the hearing set forth in paragraph 4 below.
 3. "Notice of Termination for Cause" means a notice that indicates the specific termination provision in this Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Interim President's employment as interim president. The failure to set forth any fact or circumstance in a Notice of Termination for Cause does not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.
 4. The Board will conduct a hearing in executive session under ORS 192.660(2)(b), unless the Interim President requests an open hearing. The Board will audio record or otherwise provide for the making of a record for the hearing. The Board Chair or any person designated by the Board Chair will preside at the hearing. The Chair or designee shall decide matters of procedure and introduction of evidence, and shall conduct the hearing in such manner as, in the Chair's or designee's discretion, will best serve the attainment of a fair outcome. The Board may consider live testimony, documents, or sworn statements. The Interim President may present an oral or written statement, documents, live testimony, or sworn statements. The Chair or designee in her or his sole discretion may or may not allow an attorney for the Board or for the Interim President to present argument or ask questions of any person providing live testimony, but if the Board is allowed an attorney then the Interim President shall be allowed one as well.
 5. The Interim President's termination for Cause is effective when a resolution is duly adopted by an affirmative vote of the Board stating that the Board finds the Interim President is responsible for the conduct described in the Notice of Termination for Cause.
- (c) The Board Chair (in the Board Chair's sole discretion) may place the Interim President on paid administrative leave at any time pending completion of the process set forth in Section 11.1(b).
- (d) Termination for Cause immediately terminates the Interim President's employment as interim

president and, if applicable, as a tenured full Professor and the Interim President shall forfeit any other payment or benefit under this Agreement that has not been paid or accrued as of the date of termination, except for: (i) as a lump sum, the portion of the Annual Base Salary to the extent already accrued and unpaid up to the date of termination, (ii) all benefits vested before termination in accordance with the terms of any applicable benefit plans and programs of the University described in Section 4.9, and (iii) reimbursement for previously incurred and approved expenses.

11.2 Termination by University Without Cause.

- (a) The University may terminate the Interim President's employment as interim president at any time without cause upon no less than sixty (60) calendar days' prior written notice to the Interim President.
- (b) If the University terminates the Interim President's employment as interim president without cause:
 1. Interim President agrees to accept liquidated damages as specified in this Section in complete satisfaction of and as payment in full for all obligations, if any, due and owing by University to her under this Agreement. In the event of either a termination without cause or the effective date of a new President's appointment arrives during the first nine months of the Term, the University shall pay Interim President as liquidated damages the remaining months of her then-current Annual Base Salary and Base Salary Supplement ("Severance Pay") up to nine months. Severance Pay is payable in equal monthly installments, per usual payroll procedure and timing and subject to all applicable withholdings.
 2. The Interim President is entitled to all other benefits vested before termination in accordance with the terms of any applicable benefit plans and programs of the University described in Section 4.9.
 3. The Interim President is entitled to reimbursement for previously incurred and approved expenses.
 4. Interim President agrees that as a condition of receiving any Severance Pay as set forth in this Section 11.2, except for compensation, benefits or expense reimbursement accrued prior to the effective date of termination, Interim President must execute a general release of all claims in a form proscribed by the Board and return the release to the University within twenty-one (21) days of delivery by the University. If Interim President fails to provide the University with a signed release within 21 days of Interim Presidents' receipt, or if Interim President thereafter revokes such release during its stated revocation period, Interim President shall forfeit any right to Severance Pay hereunder.
 5. If at any time during the period that University is obligated to make severance payments to Interim President, amounts paid as Severance Pay shall be reduced by any amounts University pays to Interim President as salary as a Professor.
 6. If in the interest of the University, Interim President may be reassigned to other duties until the effective date of the termination.
 7. Under no circumstance will the 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 the University's termination of Interim President's employment as interim president without cause. The Parties have bargained for and agreed to the foregoing provisions, giving consideration to the fact that termination of Interim President's employment as interim president by the Board without cause prior to its expiration may cause loss to Interim President which is extremely difficult to determine with certainty. The parties further agree that payments made based on the foregoing by the University and acceptance thereof by Interim President will

constitute adequate and reasonable compensation to Interim President for any loss and injury suffered and are not intended to be a penalty.

11.3 Termination by the Interim President.

- (a) The Interim President may voluntarily resign employment as interim president before the expiration of the Term by providing the Board Chair with 60 days' advance written notice of such resignation. Upon the effective date of the Interim President's resignation, she will not be entitled to any further compensation or benefits except: (i) the portion of the Annual Base Salary and Base Salary Supplement to the extent already accrued and unpaid up to the date of resignation, (ii) all benefits vested before termination in accordance with the terms of any applicable benefit plans and programs of the University described in Section 4.9, and (iii) reimbursement for previously incurred and approved expenses.

11.4 Termination by Disability.

- (a) The University may terminate the Interim President's employment if she is unable to perform the essential functions of her job with or without reasonable accommodation during the Term because of physical or mental injury or illness ("Disability"), subject to any limitations imposed by federal, state or local laws. If the Interim President is disabled, as defined by the federal Americans with Disabilities Act and applicable state law, the University will provide a reasonable accommodation to her so long as such reasonable accommodation would not impose an undue hardship to the University and would enable her to satisfactorily perform the essential functions of the position. The Interim President agrees, in the event of a dispute under this Section relating to her Disability, to submit to a physical examination by a licensed physician jointly selected by the Board Chair and the Interim President. If the University terminates the Interim President's employment because of her Disability, she shall be entitled to receive the following: (i) the portion of the Annual Base Salary and Base Salary Supplement to the extent already accrued and unpaid up to the date of termination, (ii) all benefits vested before termination in accordance with the terms of any applicable benefit plans and programs of the University described in Section 4.9, and (iii) reimbursement for previously incurred and approved expenses. For the avoidance of doubt, the Interim President shall be entitled to no other compensation or benefits in the event of early termination due to disability.

11.5 Termination by Death.

- (a) If the Interim President dies while employed as president of the University, the University shall pay to her executor, legal representative, administrator or designated beneficiary, as applicable, the portion of the Annual Base Salary and Base Salary Supplement already accrued and unpaid up to the date of death, and all benefits vested before termination in accordance with the terms of any applicable benefit plans and programs of the University described in Section 4.9, and reimbursement for previously incurred and approved expenses through the date of death. Except as set forth above, the University shall have no further liability or obligation under this Agreement to the Interim President's executors, legal representatives, administrators, heirs, or assigns or any other person claiming under or through her.

12. EXPENSE RECEIPT AND DOCUMENTATION

- 12.1 The Interim President shall maintain and make available to the University detailed accounting records, including original documentation of all expenses reimbursed or paid for by University under this

Agreement in accordance with federal and state laws and regulations and University policies and standards.

13. MISCELLANEOUS

- 13.1 Indemnification. The University shall, to the extent legally permissible, defend, hold harmless and indemnify the Interim President against all liabilities and expenses (including legal fees) reasonably incurred in connection with the defense of any action, suit, or other proceeding (whether civil, criminal, administrative, or investigative) to which she has been made a party by reason of being or having been president, provided she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the University. The Interim President is not entitled to indemnification for acts that are adjudicated to be the result of malfeasance in office or willful or wanton neglect of duty.
- 13.2 Survivorship. The respective rights and obligations of the Parties under this Agreement shall survive any termination of the Interim President's employment to the extent necessary to preserve the intended rights and obligations.
- 13.3 Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered, delivered by overnight courier or mailed by registered or certified mail, as follows (provided that notice or change of address shall be deemed given only when received):

If to the University by mail, hand delivery or courier, to:

Board Chair:

Chair, OSU Board of Trustees
638 Kerr Administration Building
Corvallis, OR 97331

With a copy to:

Secretary of the OSU Board of Trustees
638 Kerr Administration Building
Corvallis, OR 97331

If to the Interim President, to the address then on file in the University's Office of Human Resources or to such other names or addresses as the University or the Interim President, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section 13.3.

- 13.4 Contents of Agreement; Amendment and Assignment. This Agreement sets forth the entire understanding between the Parties and cannot be changed, modified, extended or terminated except upon written amendment approved or authorized by the Board and executed on its behalf by a duly authorized member of the Board and by the Interim President. All of the terms and provisions of this Agreement shall be binding upon and inure of the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors, and assigns of the Parties, except that the

duties and responsibilities of the Interim President under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by her.

- 13.5 No Conflicting Agreements. The Interim President represents and warrants that she is free to enter into and perform this Agreement and the agreements referred to herein, and that she is not a party to any existing agreement which would prevent her from entering into and performing this Agreement.
- 13.6 Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 13.7 No Waiver of Remedies. No delay or omission by either Party to this Agreement in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.
- 13.8 Beneficiaries/ References. The Interim President shall be entitled, to the extent permitted under any applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit payable under this Agreement following her death by giving the University written notice of such change. In the event of the Interim President's death or a judicial determination of her incompetence, reference in this Agreement to the Interim President shall be deemed, where appropriate, to refer to the Interim President's beneficiary, estate or other legal representative, as appropriate.
- 13.9 Miscellaneous. All section headings used in this Agreement are for convenience only. This Agreement may be executed in counterparts, each of which is an original and all of which constitute only one agreement. An electronic signature or a copy of a signature by facsimile, electronic scan or otherwise will be treated as original signatures.
- 13.10 Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the University shall withhold from any payments under this Agreement all federal, state, and local taxes as the University is required to withhold pursuant to any law or government rule or regulation. The Interim President shall be solely responsible for all federal, state, and local taxes due with respect to any compensation received under this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Oregon without giving effect to any conflict of laws provisions.
- 13.12 Return of Property. Any property (including without limitation equipment, documents, records and keys) furnished to or created by the Interim President incident to her employment belongs to the University and shall be promptly returned to the University upon request of the Board Chair, reasonable wear and tear excepted.
- 13.13 Technology Transfer. The Interim President acknowledges the University has a technology transfer

program that requires that as a condition of employment, employees assign to the University rights to any invention or improvements in technology, including software, developed using University facilities, personnel, information or other University resources.

13.14 Self-Disclosures. The Interim President represents that she has accurately disclosed all background information, including without limitation criminal history, to the University’s contractor or any other University agent in the course of the selection process. This Agreement is conditioned upon and contingent on the truth of the Interim President’s representations made in this Section and during the selection process.

13.15 Criminal History Check. This Agreement is contingent on successful completion of University’s background check process, which includes a criminal history check and a qualification determination as per OSU Standard 576-055-0000 et seq.

14. AGREEMENT SIGNATURES

14.1 This Agreement is subject to Board approval. It is not binding on either Party unless and until signed by both Parties following the Board’s affirmative vote approving the appointment, employment, and terms of this Agreement in a public meeting. Accordingly,

(a) The signatures by “REBECCA JOHNSON” and “BOARD CHAIR” in the first signature block are indicating agreement on the terms of employment and appointment between Dr. Johnson and the Board Chair to be proposed to the Board. The signatures do not reflect the Parties’ intent to be legally bound by this Agreement. Signature by the Board Chair is not an offer by the University.

(b) When signed by “REBECCA JOHNSON” and “OREGON STATE UNIVERSITY” following Board approval, the Party’s signatures in the second signature block indicate agreement on the terms of employment and appointment between the Parties with an intention to be legally bound by this Agreement.

Signatures only for the purpose of indicating agreement on terms for proposal to Board.

BOARD CHAIR

DocuSigned by:
Rebecca Johnson
By: Rebecca Johnson 4/13/2021 | 09:04:02 PDT
E8BD29EF3DAC4EC...
Rebecca Johnson (date)

DocuSigned by:
Rani Borkar
By: Rani Borkar 4/13/2021 | 21:14:22 PDT
270699577DF546A...
Rani Borkar (date)
Board Chair

Signature of the Parties agreeing to be legally bound and to be effective as of the Effective Date.

Agreed to:

OREGON STATE UNIVERSITY

DocuSigned by:
Rebecca Johnson
By: Rebecca Johnson 4/17/2021 | 13:32:10 PDT
E8BD29EF3DAC4EC...
Rebecca Johnson (date)

DocuSigned by:
Rani Borkar
By: Rani Borkar 4/17/2021 | 16:34:35 PDT
270699577DF546A...
Rani Borkar (date)

Board Chair

DocuSigned by:

By:



4/17/2021 | 19:16:51 PDT

B37E953032CA411...
Debbie Colbert

(date)

Secretary of the Board