

Employment Agreement and Notice of Appointment for President

This Employment Agreement and Notice of Appointment (the "Agreement") is made between Oregon State University (the "University") and Dr. F. King Alexander ("Dr. Alexander"). The University and Dr. Alexander collectively are referred to as the "Parties." This Agreement is effective December 13, 2019 ("Effective Date").

WHEREAS, ORS 352.096(1) authorizes the Board of Trustees of Oregon State University (the "Board") to appoint and employ a president of the university;

WHEREAS, ORS 352.096(1)(b) authorizes the Board to prescribe the president's compensation and terms and conditions of employment;

WHEREAS, the University desires to employ Dr. Alexander as the president of the University and Dr. Alexander 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. EMPLOYMENT OF PRESIDENT

- 1.1 The University employs Dr. Alexander and Dr. Alexander accepts employment as president of the University pursuant to the terms of this Agreement for the period beginning on July 1, 2020 (the "Commencement Date") and ending on June 30, 2025 (the "Term"), subject to earlier termination as provided below.
- 1.2 Prior to the expiration of the Term, but no later than June 30, 2024, the Chair of the Board and Dr. Alexander will meet to discuss the Board's intent regarding the extension of Dr. Alexander's employment as president. The Chair's communications in this meeting and related discussions in no way binds the Board, with which the sole power of appointment, reappointment, employment and compensation rests.

2. DUTIES AND RESPONSIBILITIES

- 2.1 As president, Dr. Alexander is the executive and governing officer of the University, president of the faculty, and an *ex officio* nonvoting member of the Board. Dr. Alexander 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 Dr. Alexander'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 his 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 Dr. Alexander 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 his full professional attention and energies to the duties as president of the University.
- 3.2 Dr. Alexander's service will be rendered at the University's campus in Corvallis, Oregon and at such other place or places as the Board and Dr. Alexander 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 Dr. Alexander as president, the University shall pay Dr. Alexander the annual amount of \$366,600, payable in twelve substantially equal monthly installments (this annual amount together with any annual increases provided under Section 4.4, the "Annual Base Salary").
- 4.2 Foundation Provided Supplemental Compensation. Subject to funding commitment by the University's recognized foundation, the Board approves supplemental compensation for Dr. Alexander in the annual amount of \$263,400 payable in twelve substantially equal monthly installments, funded by the University's recognized foundation (this annual amount together with any annual increases provided under Section 4.4, the "Base Salary Supplement").
- 4.3 Completion Incentive. Subject to funding commitment by the University's recognized foundation, the Board approves Dr. Alexander to receive \$75,000 (subject to adjustment in accordance with section 415(m) of the Internal Revenue Code of 1986, as amended (the "Code") in annual supplemental retirement contributions funded by the University's recognized foundation (such annual amount, the "Supplemental Retirement Contribution") to be credited to Dr. Alexander's account in the University's Supplemental Retirement Plan, to vest only if Dr. Alexander remains president through the last day of the Term. For avoidance of doubt, Dr. Alexander has no rights to any portion of the Supplemental Retirement Contributions prior to vesting.
- 4.4 Annual Increase. On an annual basis the Board may increase the amount of the Annual Base Salary, and subject to funding commitment by the University's recognized foundation, the Board may approve increases to the Base Salary Supplement and Supplement Retirement Contribution. Annual increases are subject to the Board's guidelines or policies, as may be changed from time to time.
- 4.5 Relocation Allowance. University will pay to Dr. Alexander a one-time relocation allowance of \$40,000 to be paid within 90 days of the Commencement Date.

- 4.6 Professional Development and Club Memberships. The University shall reimburse Dr. Alexander for payment of dues to professional associations and other organizations incurred during Dr. Alexander's term as president and reasonably judged by the Board Chair to be of benefit to the University.
- 4.7 Automobile.
- (a) University agrees to provide Dr. Alexander with one vehicle (and coverage of all operating costs of the vehicle, including routine maintenance, fuel, and insurance) to be used for University business during Dr. Alexander's term as president, as permitted by law and applicable policies. To the extent required by law or policy, Dr. Alexander will account for any incidental personal use of the University provided vehicle.
- (b) In lieu of a University-provided vehicle under Section 4.7(a), Dr. Alexander may elect to receive a monthly vehicle stipend of \$1,000 while Dr. Alexander is serving as president. By accepting the monthly vehicle stipend, Dr. Alexander agrees he 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 president. Subject to University policies and procedures, the restrictions of this paragraph 4.7(b) do not apply when Dr. Alexander requires use of a rental vehicle for out-of-state or air-related travel.
- 4.8 Travel. University will reimburse Dr. Alexander for reasonable and documented travel-related expenses incurred for the benefit of the University during Dr. Alexander's term as president, consistent with Board and University policies governing travel reimbursements. When the presence of Dr. Alexander's spouse (or spousal equivalent) is of benefit to the University, expenses incurred for the travel of Dr. Alexander's spouse (or spousal equivalent) shall also be reimbursed. The travel expenses of Dr. Alexander and Dr. Alexander's spouse (or spousal equivalent) may be reviewed by the Board Chair at any time.
- 4.9 Benefits. Dr. Alexander 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, Dr. Alexander shall advise the Board Chair in advance of any vacation or other event that renders Dr. Alexander unavailable to communicate with the Board Chair in the event of an emergency impacting the University. Dr. Alexander shall also consult with the Board Chair prior to scheduling any vacation in excess of two weeks.
- 4.10 Professional Consultants. University shall reimburse Dr. Alexander up to \$3,000 to offset Dr. Alexander's costs and expenses of any legal or financial advisors assisting Dr. Alexander in reviewing, drafting and negotiating this Agreement. University shall reimburse Dr. Alexander's costs and expenses within thirty (30) business days of Dr. Alexander's submitting substantiating documentation for costs and expenses to the Board Secretary with privileged and confidential information redacted therefrom.
- 4.11 Transition Payment. University will pay to Dr. Alexander a transition payment of \$40,000 within 90 days of the Effective Date.

5. EVALUATION

- 5.1 The Board shall evaluate Dr. Alexander's performance as University president annually in accordance with the Board's guidelines and policies, as may be changed from time to time.

5.2 While serving as president of the University, Dr. Alexander shall report and be accountable to the Board. To that end:

- (a) To the extent that Dr. Alexander 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 Dr. Alexander's employment and Dr. Alexander expressly waives any rights or benefits that Dr. Alexander 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 Dr. Alexander, those policies do not apply to Dr. Alexander's employment and Dr. Alexander expressly waives any rights or benefits that Dr. Alexander 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 Dr. Alexander, those policies do not apply to Dr. Alexander's employment and Dr. Alexander expressly waives any rights or benefits that Dr. Alexander would otherwise enjoy under those policies.

6. ACADEMIC RANK, TENURE AND RETURN-TO-FACULTY LEAVE

6.1 The University shall use reasonable efforts to conduct an expedited tenure review and approval process concerning Dr. Alexander. If Dr. Alexander is awarded tenure at the completion of that process, it will be as a full Professor in the College of Education.

6.2 Contingent upon Dr. Alexander's being awarded tenure under Section 6.1, upon completion of the Term as president (and any extensions to the Term), Dr. Alexander may elect to remain a member of the University's faculty, subject to the exceptions set forth in Section 11.2, as follows:

- (a) If Dr. Alexander remains a member of the University's faculty under such terms, Dr. Alexander's annual salary as Professor will equal the average of the annual salary for the three highest paid tenured full professors in Dr. Alexander's academic department at the time the Term or any extension to the Term is completed (the "Annual Academic Salary"). Dr. Alexander will be subject to the then current Board and University policies and procedures governing tenure and faculty employment.
- (b) To provide Dr. Alexander with an opportunity to prepare to assume faculty duties, Dr. Alexander may elect to take return-to-faculty leave with pay for a period of 12 months directly following the end of the Term (or Term extension if applicable). Prior to beginning the return-to-faculty leave, Dr. Alexander will submit a work plan to the Board Chair for the leave period, which will include a description of expected outcomes for the benefit of the University. During the return-to-faculty leave, Dr. Alexander shall be a full-time employee of the University, subject to the then-current Board and University policies governing faculty employment, and shall be paid the Annual Academic Salary in twelve substantially equal monthly installments. Following conclusion of the return-to-faculty leave, Dr. Alexander will: i) submit a summary report of the leave to the then-current president, and ii) assume the duties as full-time faculty. In the event Dr. Alexander for any reason does not return to full-time active faculty status at the end of the return-to-faculty leave, or returns to full-time active faculty status but fails to remain with and perform reasonable duties assigned by the University for one year thereafter, the University may require repayment of compensation paid

to Dr. Alexander during the return-to-faculty leave.

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 Dr. Alexander's employment as president, Dr. Alexander shall reside at 3480 SW Western Boulevard, Corvallis, Oregon (the "President's House") during Dr. Alexander's employment as president.
- (b) In the event a state or federal taxing authority assesses Dr. Alexander any tax on Dr. Alexander because of the University-provided President's House or interest or penalties with respect to such tax, Dr. Alexander is entitled to receive additional payments (a "Gross-Up Payment") in an amount that shall fund the payment by Dr. Alexander 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 Dr. Alexander, his family or personal guests (normal wear and tear excepted) for which Dr. Alexander is responsible. For purposes of this section, "personal guests" means those persons not invited to the residence as part of Dr. Alexander's duties to host official and other University functions, whom Dr. Alexander 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, the President's House will be furnished with furniture and furnishings at the cost of Dr. Alexander. The cost of any insurance on Dr. Alexander's personal furnishings and contents in the President's House will be borne by Dr. Alexander.

7.4 Vacating President's House. Dr. Alexander and Dr. Alexander's family and any other household members shall vacate the President's House by no later than thirty (30) days following the termination of Dr. Alexander's employment as president, except in the case of early termination by the University without cause, or by virtue of the death or permanent disability of Dr. Alexander, 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, Dr. Alexander 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. Dr. Alexander'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 Dr. Alexander be found in violation of NCAA regulations Dr. Alexander 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 Dr. Alexander 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. Dr. Alexander will conduct all services to the University in an ethical and legal manner.

10. OUTSIDE INCOME/CONFLICT OF COMMITMENT

10.1 Dr. Alexander 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, Dr. Alexander 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, Dr. Alexander 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 Dr. Alexander's 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 Dr. Alexander 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, Dr. Alexander 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 Dr. Alexander's employment as president at any time for Cause upon written notice to Dr. Alexander. "Cause" means any of the following grounds, determined in the reasonable 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. Conduct which brings Dr. Alexander or the University into public disrepute, embarrassment, contempt or ridicule; or
7. 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 Dr. Alexander'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 Dr. Alexander's employment for Cause:
1. In the event of potential termination for Cause, the Board Chair shall first provide Dr. Alexander with notice and a reasonable opportunity to cure the defect if practicable as determined by the Board.
 2. University shall deliver to Dr. Alexander written Notice of Termination for Cause (described in paragraph 3 below) not less than 30 days prior to any hearing and shall afford Dr. Alexander 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 Dr. Alexander's employment as 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 Dr. Alexander 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. Dr. Alexander may present an oral or written statement, documents, live testimony, or sworn statements. The Chair or designee in her/his sole discretion may or may not allow an attorney for the Board or for Dr. Alexander to present argument or ask questions of any person providing live testimony.
 5. Dr. Alexander's termination for Cause is effective when a resolution is duly adopted by an affirmative vote of the Board stating that the Board finds Dr. Alexander 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 Dr. Alexander 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 Dr. Alexander's employment as president and, if applicable, as a tenured full Professor and Dr. Alexander 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 Dr. Alexander's employment as president at any time without cause upon no less than ninety (90) calendar days' prior written notice to Dr. Alexander.
- (b) If the University terminates Dr. Alexander's employment as president without cause:

1. Dr. Alexander 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 Dr. Alexander under this Agreement. In the event of termination without cause, the University shall pay Dr. Alexander as liquidated damages the lesser of: (i) one year of Dr. Alexander's then-current Annual Base Salary and Base Salary Supplement, or (ii) the amount of Dr. Alexander's then-current Annual Base Salary and Base Salary Supplement that would be due from the effective date of the termination until the expiration of the Term ("Severance Pay"). Severance Pay is payable in twelve equal monthly installments, per usual payroll procedure and timing and subject to all applicable withholdings. Dr. Alexander is not entitled to any benefits or compensation other than those as set forth in this Section.
 2. Dr. Alexander is entitled to continue the health insurance plan at Dr. Alexander's expense under the then-current rules and regulations governing COBRA coverage from the effective date of termination.
 3. Dr. Alexander 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.
 4. Dr. Alexander is entitled to reimbursement for previously incurred and approved expenses.
 5. If Dr. Alexander is appointed as a tenured full Professor under Section 6.1, Dr. Alexander shall retain tenure and may elect to assume that faculty position. For avoidance of doubt, Dr. Alexander is not entitled to return-to-faculty leave in the event of termination without cause.
- (c) Dr. Alexander 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, Dr. Alexander 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 Dr. Alexander fails to provide the University with a signed release within 21 days of Dr. Alexander's receipt, or if Dr. Alexander thereafter revokes such release during its stated revocation period, Dr. Alexander shall forfeit any right to Severance Pay hereunder.
- (d) In the event of termination under this Section 11.2, Dr. Alexander agrees not to apply for unemployment compensation.
- (e) If at any time during the period that University is obligated to make severance payments to Dr. Alexander, amounts paid as Severance Pay shall be reduced by any amounts University pays to Dr. Alexander as salary as a Professor.
- (f) Unless Dr. Alexander elects to continue as a Professor at the University following termination of Dr. Alexander's employment as president, Dr. Alexander agrees to mitigate University's severance payment obligation by making reasonable and diligent efforts to obtain other employment or engage in other compensable activities consistent with his professional and educational background. If at any time during the period that University is obligated to make severance payments to Dr. Alexander ("Severance Payment Period"), Dr. Alexander becomes entitled to receive from a third party compensation or remuneration for work, services or other activity (collectively, "Compensable Services"), Dr. Alexander shall notify University in writing within 15 days of becoming so entitled and shall include the identity of the payor, the nature of the Compensable Services and the compensation or remuneration Dr. Alexander will be entitled to receive at any time for Compensable Services to be performed by Dr. Alexander during the Severance Payment Period. University's obligation to make severance payments under this Section 11.2 ceases immediately upon Dr. Alexander engaging in Compensable Services unless the compensation or remuneration he will be entitled to receive at any time from the third party for Compensable Services to be performed during the Severance Payment Period is less, when prorated on a monthly basis over the

remainder of the Severance Payment Period ("Prorated Monthly Third-Party Payment"), than University's monthly severance payment obligation. In the event that such Prorated Monthly Third-Party Payment is less than University's monthly severance payment obligation, University's monthly severance payment obligation shall be reduced beginning with the month following Dr. Alexander's commencement of performance of Compensable Services by an amount equal to the Prorated Monthly Third-Party Payment. If, however, Dr. Alexander does not notify University of the Compensable Services within the 15 day period University shall not be liable for any further payments under this Section 11.2.

- (g) If in the interest of the University, Dr. Alexander may be reassigned to other duties until the effective date of the termination. 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 Dr. Alexander's employment as president without cause. The parties have bargained for and agreed to the foregoing provisions, giving consideration to the fact that termination of Dr. Alexander's employment as president by the Board without cause prior to its expiration may cause loss to Dr. Alexander 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 Dr. Alexander will constitute adequate and reasonable compensation to Dr. Alexander for any loss and injury suffered and are not intended to be a penalty.

11.3 Termination by Dr. Alexander.

- (a) Dr. Alexander may voluntarily resign employment as 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 Dr. Alexander's resignation, Dr. Alexander 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 Dr. Alexander's employment as president if Dr. Alexander is unable to perform the essential functions of Dr. Alexander's 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 Dr. Alexander is disabled, as defined by the federal Americans with Disabilities Act and applicable state law, the University will provide a reasonable accommodation to Dr. Alexander so long as such reasonable accommodation would not impose an undue hardship to the University and would enable Dr. Alexander to satisfactorily perform the essential functions of the position. Dr. Alexander agrees, in the event of a dispute under this Section relating to Dr. Alexander's Disability, to submit to a physical examination by a licensed physician jointly selected by the Board Chair and Dr. Alexander. If the University terminates Dr. Alexander's employment as president because of Dr. Alexander's Disability, Dr. Alexander 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, Dr. Alexander 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 Dr. Alexander dies while employed as president of the University, the University shall pay to Dr. Alexander's 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 Dr. Alexander's executors, legal representatives, administrators, heirs, or assigns or any other person claiming under or through Dr. Alexander.

12. EXPENSE RECEIPT AND DOCUMENTATION

- 12.1 Dr. Alexander 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 Dr. Alexander 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 Dr. Alexander has been made a party by reason of being or having been president, provided Dr. Alexander acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the University. Dr. Alexander 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 Dr. Alexander's employment as president 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 to the Board of Trustees
638 Kerr Administration Building
Corvallis, OR 97331

If to Dr. Alexander, 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 Dr. Alexander, 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 Dr. Alexander. 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 Dr. Alexander under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by Dr. Alexander.
- 13.5 No Conflicting Agreements. Dr. Alexander represents and warrants that Dr. Alexander is free to enter into and perform this Agreement and the agreements referred to herein, and that Dr. Alexander is not a party to any existing agreement which would prevent Dr. Alexander 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. Dr. Alexander 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 Dr. Alexander's death by giving the University written notice of such change. In the event of Dr. Alexander's death or a judicial determination of Dr. Alexander's incompetence, reference in this Agreement to Dr. Alexander shall be deemed, where appropriate, to refer to Dr. Alexander'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.

- 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. Dr. Alexander 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 Section 409A of the Internal Revenue Code. Notwithstanding anything herein or in the Agreement to the contrary, no payments will be made or benefits provided under this Amendment or the Contract in violation of section 409A(2)(b)(i) of the Code. Notwithstanding anything in this Agreement to the contrary, all payments to be made upon a termination of employment under this Agreement will only be made upon a "separation from service" within the meaning of Section 409A of the Code. To the maximum extent permitted under Section 409A of the Code and its corresponding regulations, the cash severance benefits payable under this Agreement are intended to meet the requirements of the short-term deferral exemption under Section 409A of the Code and the "separation pay exception" under Treas. Reg. §1.409A-1(b)(9)(iii). With respect to any expense, reimbursement or in-kind benefit provided pursuant to this Agreement that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and its implementing regulations and guidance, (i) the expenses eligible for reimbursement or in-kind benefits provided to Dr. Alexander must be incurred during the Term (or applicable survival period), (ii) the amount of expenses eligible for reimbursement or in-kind benefits provided to Dr. Alexander during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Dr. Alexander in any other calendar year, (iii) the reimbursements for expenses for which Dr. Alexander is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iv) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. The University will adopt such amendments to this Agreement as are necessary or appropriate to exempt the payments or benefits from section 409A of the Code or to modify such payments or benefits in a manner that maintains the value of this Agreement to Dr. Alexander to the maximum extent possible while remaining in compliance with section 409A of the Code.
- 13.13 Return of Property. Any property (including without limitation equipment, documents, records and keys) furnished to or created by Dr. Alexander incident to his employment as president belongs to the University and shall be promptly returned to the University upon request of the Board Chair, reasonable wear and tear accepted.
- 13.14 Technology Transfer. Dr. Alexander 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.
- 13.15 Self-Disclosures. Dr. Alexander represents that he has accurately disclosed all background information, including without limitation criminal history, to the University's search firm. This Agreement is conditioned upon and contingent on the truth of Dr. Alexander's representation in this Section.

13.16 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 "DR. ALEXANDER" and "BOARD CHAIR" in the first signature block are indicating agreement on the terms of employment and appointment between Dr. Alexander 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 "DR. ALEXANDER" 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.

DR. ALEXANDER

BOARD CHAIR

By: *Dr. F. King Alexander* 11/24/19 (date) By: *R Borkar* 11/24/19 (date)
Dr. F. King Alexander (date) 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:

DR. ALEXANDER

OREGON STATE UNIVERSITY

By: *Dr. F. King Alexander* 11/24/19 (date) By: *R Borkar* 12/13/19 (date)
Dr. F. King Alexander (date) Rani Borkar (date)
Board Chair

By: *Debbie Colbert* 12/13/19 (date)
Debbie Colbert (date)
Secretary of the Board