



Intercollegiate Athletics Contract



This agreement is made and entered into this day, August 4, 2021, by and between:

The Pennsylvania State University ("Penn State")

and

Louisiana State University

The Parties agree to the following conditions:

(1) To participate in: Women's Volleyball

Date(s): September 4, 2021

Time(s): 8:00 PM

Site: Penn State University, Rec Hall, University Park, PA

(2) The financial arrangements shall be \$ 0 to be paid by Penn State to Louisiana State University. If the game does not take place due to a positive Covid-19 test, no financial guarantee will be paid. Other financial arrangements include the following:

Up to 36 hotel rooms at the rate of \$107 per night and 11% occupancy tax at the Wyndham Garden Inn, State College, PA.

(3) The contest(s) shall be governed in all respects, including the eligibility of the participants and the number of participants, by rules and regulations of the National Collegiate Athletic Association and the Big Ten Conference, or any conference or association to which either or both of the parties may belong.

(4) Officials shall be provided by and paid for by Penn State.

(5) Louisiana State University shall be allowed 40 complimentary tickets.

(6) All radio rights shall be the property of the home team, except reciprocal rights for the visiting team for one free outlet.

(7) Louisiana State University is required to follow all relevant medical testing and related protocols which have been provided in advance by Penn State.

(8) Television and Video

TELEVISION: Louisiana State University acknowledges and agrees that (a) all rights to telecast or distribute (live or delayed, whole or condensed (including highlights), throughout the universe, in any and all markets, in any and all languages and via any and all forms of media and methods of distribution and distribution technology) Penn State home games and certain games played at a neutral site have been assigned by Penn State to The Big Ten Conference, Inc. ("The Big Ten"), which in turn has entered into agreements with certain third parties for the telecast or distribution of such games, (b) Penn State has no ability to grant to Louisiana State University any rights for the telecast or distribution of games played pursuant to this Agreement in which Penn State is the home team or of games played pursuant to this Agreement at certain neutral sites and (c) the Big Ten shall have the exclusive right to retain all revenues derived from the telecast or distribution of games played pursuant to this Agreement in which Penn State is the home team. Penn State acknowledges and agrees that Louisiana State University shall have the exclusive right to enter into agreements with respect to the telecast or distribution of games played pursuant to this Agreement in which Louisiana State University is the home team or of games played pursuant to

this Agreement at certain neutral sites and to retain all revenues derived there from. Notwithstanding the foregoing, the respective rights, if any, of Penn State and Louisiana State University with respect to the telecast or distribution of games played pursuant to this Agreement in which they are the visiting team (and the revenues derived there from) shall be governed by a separate agreement between The Big Ten and Louisiana State University which separate agreement shall govern certain aspects of any games played between the member institutions of The Big Ten and Louisiana State University, provided, that in the absence of any such separate agreement, the term's of this Agreement shall control.

USE OF GAME VIDEO: Louisiana State University shall have the right to produce films and/or videotapes of the games played pursuant to this Agreement for coaching purposes and for use in a weekly coaches' show only and for no other purpose. Such films and/or videotapes may not be replayed, used or otherwise distributed by the visiting team to any person other than the incorporation of up to eight minutes (8:00) of highlights of the game as part of a weekly coaches' show and to its team coaches and players. The host institution agrees to provide reasonable facilities for such cameras as may be reasonably required by the visiting team to produce such films and/or videotapes. Any other usage by the visiting team of footage of games played pursuant to this Agreement shall be governed by a separate agreement between the BIG TEN and Louisiana State University.

(9) Impossibility and Force Majeure:

Neither party shall be considered in breach of this Agreement, nor responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any event or circumstance that causes a party to fail to participate in the Contest or to otherwise fail to perform hereunder, if such failure: (i) was not caused by the affected party's fault or negligence; (ii) is caused by one or more events, conditions, or circumstances beyond the affected party's reasonable control; and (iii) cannot be prevented or overcome by the affected party's exercise of reasonable diligence (herein, a "Force Majeure"). As long as it meets all of the above criteria, a Force Majeure may include, without limitation, power failure, strike, work stoppage, adverse and unusual weather condition, riot, war, terrorism, pandemic, epidemic, national crisis, compliance with applicable law or governmental order, rule, regulation or directive, action of government or public authority, or other similar event, condition or circumstance. The parties acknowledge and agree that the potential impacts of the COVID-19 pandemic (including a change to an in-conference only schedule as dictated by a party's conference) are ongoing and uncertain and will continue to constitute an event of Force Majeure under this Agreement.

Notwithstanding the foregoing, Force Majeure shall not include, by itself: (a) economic hardship of the affected party; or (b) difficulty or commercial undesirability of performance by the affected party. The party whose performance is affected by a Force Majeure will immediately notify the other party of the occurrence of the Force Majeure, describing the nature in reasonable detail.

For The Pennsylvania State University:

russ rose

Name

COACH

Position

russ rose

russ rose (Aug 11, 2021 16:17 EDT)

Signature

11-Aug-2021

Date

Name

Position

Signature

Date

Sport Administrator e-mail address

Name

Position

Signature

Date

For Louisiana State University :

Fran Flory

Name

Fran Flory

Position

Fran Flory

Fran Flory (Aug 11, 2021 17:24 CDT)

Signature

11-Aug-2021

Date

Miriam Segar

Name

Sr. Associate Athletics Director

Position

MS

Miriam Segar (Aug 12, 2021 07:39 CDT)

Signature

12-Aug-2021

Date