

## TEAM AGREEMENT

### (REFERENCE GMU-1590-19)

This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and **George Mason University** ("School"), a private educational institution. This Agreement is effective as of **July 1, 2020** and ending on **June 30, 2023**. There are two (2), one (1) year renewal options available upon mutual agreement of the parties.

- A. School fields athletic teams and programs in **Men:** Baseball, Basketball, Cross Country, Golf, Soccer, Swimming & Diving, Tennis, & Track & Field, Volleyball and Wrestling. **Women:** Basketball, Cross Country, Lacrosse, Rowing, Soccer, Softball, Swimming & Diving, Tennis, Track & Field, and Volleyball, (each, a "Team") and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the "Team Participants"). This agreement shall also include any and all sports added by the School during the terms specified in this agreement.
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. The products included in the adidas Team Program include Footwear Products, non-Footwear Products, Inflatables, and Lacrosse Hardgoods (each as defined in Section 1 below) (collectively, "adidas Products"). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

## AGREEMENT

### 1. **adidas Products.**

- 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants' use in accordance with the adidas Team Program (45% off MSRP, except for adidas Golf Footwear Products which are at 40% off MSRP). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting, and media engagements.
- 1.2. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products for Team Participants' use in accordance with the adidas Team Program (50% off MSRP for all apparel) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including custom uniforms), accessories, equipment (including travel

bags, headwear, socks, wristbands, gloves, watches, eyewear, swimwear, hard goods and inflatables.) included in the adidas Team Program, but excluding Footwear Products.

- 1.3. Lacrosse and Baseball Products. During the Term, School agrees to purchase, directly from adidas, Lacrosse Products and Baseball Products at 37.5% off MSRP for Team Participants' use. For this paragraph only, "Lacrosse Products" includes all head to toe (protective wear, and sticks) but does not include helmets. For this paragraph only, "Baseball Products" include catcher and batter protective equipment including helmets.
- 1.4. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas' gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
- 1.5. Orders. School will provide written purchase orders to adidas ("**Orders**") from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement.
- 1.6. Shipping. All Orders, including those of adidas' licensees, are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Section of the Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into, the terms of this Agreement shall prevail.
- 1.7. Licensee Pricing. School understands and acknowledges that adidas contracts with certain licensed partners ("Licensees") to provide products that adidas does not manufacture itself. For products ordered through Licensees, School shall order products based on pricing discounts determined by Licensees directly.

## 2. **Exclusive Use.**

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any Team event and any other athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, and conducting or participating in camps or clinics.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to "spat," obstruct or alter adidas' logos and marks in any way.

Exceptions to this Section 2 require written approval by adidas

**License.** School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Adidas will still process its license request through the university licensing agent, CLC. School may grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with Adidas, however, George Mason Athletics may not. This license includes the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement. In addition to the provisions already stated in Section 3, for avoidance of doubt, during the Term of this Agreement, School acknowledges and understands that School shall be able to grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created, however, George Mason Athletics may not.

3. **Promotional Merchandise.**

- 3.1. Merchandise Provided if Purchase Minimums Met. During the Term, adidas will provide School with merchandise listed in Section 3.2 below, during each School Year (defined as June 1 through May 31) of the Term, contingent upon School achieving and maintaining minimum annual purchase volumes of **\$300,000**. Failure to comply with minimum purchase requirements will result in School being liable for providing adidas with cash compensation equivalent to the sales shortfall.
- 3.2. Promotional Merchandise for Each School Year. For each School Year (defined as June 1 through May 31), during the Term, adidas shall provide School the following types and values of Promotional Merchandise:

**Purchase Incentives:** In addition, George Mason will receive an additional \$20,000 in retail product for every \$50,000 wholesale product purchased starting at \$350,000.

Athletic Department	
School Year	Base Promo Product Amount (retail)
2020-21	<b>\$160,000</b>
2021-22	<b>\$160,000</b>
2022-23	<b>\$160,000</b>
2023-24	<b>\$160,000</b>
2024-25	<b>\$170,000</b>

- 3.3 Signing Bonus.** School shall receive \$20,000 in Promotional Merchandise to be used during the 2020-2021 School Year.

#### **Sport Specific Allotment –Men’s Basketball**

Annual Product Allotment	\$90,000 retail value
--------------------------	-----------------------

#### **Sport Specific Allotment –Women’s Basketball**

Annual Product Allotment	\$50,000 retail value
--------------------------	-----------------------

“Promotional Merchandise” means promotional merchandise orders from the adidas Team Sales Catalog. Any Promotional Merchandise allotments exclude any product provided by third party vendors or licensees including Agron, Saranac, HFS, and any other vendors or licensees authorized by adidas. Unused Promotional Merchandise amounts, as of 5:00 PM EST May 31, are forfeited by School. As a result, Promotional Merchandise cannot be carried from one School Year to the next.

4. **Incentive Compensation.** adidas shall provide School the following bonus amounts in promotional merchandise in any School Year if School achieves the applicable goals during such School Year. Sport must be included in definition of Sports to be eligible for performance incentives.

Goal	Bonus: Merchandise at Retail Value
Men & Women Basketball – Finish Season Ranked in Top 25	\$10,000
Men & Women Basketball – Beat an AP Top 25 Team	\$1,000 per win
Men & Women’s Basketball – NIT Champions	\$10,000
<b>*All bonuses below are non-cumulated (e.g. only the highest achievement shall be compensated)</b>	
Men & Women's Basketball - NCAA Appearance	\$7,500
Men & Women's Basketball - Sweet Sixteen Appearance	\$15,000
Men & Women’s Basketball – Elite 8 Appearance	\$25,000

Men & Women's Basketball – Final 4 Appearance	\$35,000
Men & Women's Basketball – National Champions	\$45,000
Men & Women Basketball – Conference Coach of the Year	\$5,000
Men & Women Basketball – National Coach of the Year	\$15,000
All Other Programs - Conference Coach of the Year	\$2,000
All Other Programs – NCAA Appearance (Team)	\$5,000
All Other Programs – NCAA Semi-Final/CWS	\$7,500
All Other Programs – NCAA Appearance (Team)	\$10,000

5. **Cash Incentive Compensation.** adidas shall provide School the following bonus amounts in any School Year if School achieves the applicable goals during such School Year:

Incentive Sponsorship Compensation (Men's Basketball)	Cash
Sweet 16	\$ 20,000.00
Elite 8	\$ 25,000.00
Final Four	\$ 75,000.00
NCAA Champions	\$225,000.00
*All bonuses are non-cumulated (e.g. only the highest achievement shall be compensated)	

Incentive Sponsorship Compensation (Women's Basketball)	Cash
Sweet 16	\$ 2,500.00
Elite 8	\$ 10,000.00
Final Four	\$ 25,000.00
NCAA Champions	\$50,000.00
*All bonuses are non-cumulated (e.g. only the highest achievement shall be compensated)	

6. **Marketing Benefits.** In all media and methods of communication listed below, School shall identify adidas as Mason's ICA's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products.

School shall also provide:

Athletic Collateral Materials

- adidas logo placement in all applicable sports related publications and game day programs

- adidas logo placement on all collateral materials used to promote George Mason Athletics; including, but not limited to schedules, posters, camp brochures and coach's clinics

#### Social Media

- Include adidas content in three communications/messages per year in George Mason Athletics social media accounts which shall be subject to the advance written approval of an Athletics Representative.

#### Stadium Signage at no cost to adidas

- Basketball Arena:
  - Rotating Signage at Scorer's Table (or)
  - Basketball Goalpost Pad
- Baseball/Softball Outfield Signage
  - (1) permanent outfield wall sign
- Soccer
  - (1) permanent outfield fence sign

#### Athletic Website

- adidas link on <http://www.gomason.com/> homepage listing adidas as an 'Official Corporate Sponsor'

#### Public Address Announcements

- (2) PA Announcements during each Men's & Women's Basketball, Volleyball and Baseball & Softball home games listing adidas as the official supplier/outfitter of George Mason Athletics
- (2) Video Board Announcements during each Men's & Women's Basketball home games (if applicable)

#### Official Game Ball

- adidas will be the 'Official Game Ball' for George Mason Men's & Women's Basketball during the length of the agreement

#### Tickets

- (6) Men's Basketball Season Tickets and (2) Parking Passes (upon request)
- All Sports - Offered up to (4) Post-Season/CWS/NCAA/NIT tournament tickets for free (upon request)

7. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

8. **Term and Termination. Term.** This Agreement is effective as of **July 1, 2020** and ending on **June 30, 2023**. There are two (2), one (1) year renewal options available upon mutual agreement of the parties.

. This is the term unless sooner terminated pursuant to the terms of this Agreement (the "Term").

- 8.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such

breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2 constitutes an incurable material breach of this Agreement.

- 8.2. Termination by adidas. adidas may, in its sole discretion, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.

- 8.3. Right of Suspension or Reduction. If adidas believes that School has breached any term of this Agreement, then adidas may (in its sole discretion) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section 4 according to the following schedule:

For the first offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 8.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Sections 9.1 and 9.2 shall survive the expiration or termination of this Agreement.

## 9. **School Approvals.**

- 9.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement except where apparel is being sourced using university trademarks, names, etc. In these cases, artwork must be submitted via CLC brandmanager360 for review and approval.
- 9.2. Notice. adidas shall provide School with items for approval. School shall approve or disapprove within five (5) business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

10. **Covenants of Parties.**

- 10.1. Confidentiality. Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.
- 10.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 10.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities but only to the extent related to vendor's provision of service to the School.
- 10.4. INDEMNIFICATION: adidas will indemnify and hold harmless Mason, its officers, agents and employees from any and all costs, damages or loss, claims, liability, expenses (including, without limitation, attorney's fees and expenses) caused by or arising out of the performance and or non-performance of the Contract by the Contractor or its agents or subcontractors including the provision of any service or product.
- 10.5. Limitation of Liability. ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS'S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES.

- 11. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Director, U.S. Team Sports

If to George Mason University:

Director of Athletics  
George Mason University  
MS 3A5  
4400 University Drive  
Fairfax, VA 22030



With a copy to:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Legal Dept.

With a copy to:

[TBD]

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

## 12. Miscellaneous.

- 12.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 12.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.
- 12.3. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 12.4. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas' prior written consent.
- 12.5. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 12.6. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.
- 12.7. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
- 12.8. Entire Agreement. This Agreement, together with any exhibits, schedules or attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each Order, the account or credit application completed in connection with

execution of this Agreement, and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. The order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order, and (iii) the account or credit application. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

**13. adidas Code of Conduct and Commitment to Compliance.**


adidas has high standards of compliance, as set out in its Fair Play Code of Conduct (available at [www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/](http://www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/) or upon request from [fairplay@adidas.com](mailto:fairplay@adidas.com)). To demonstrate a similarly high commitment to compliance, School confirms and agrees that: (i) it has implemented measures to comply with all applicable laws and/or regulations, and in particular all laws and/or regulations relating to bribery, corruption, and conflicts of interest; and (ii) in the event School learns of any actions by School, adidas, or any individuals affiliated with either party that, in its reasonable discretion, School determines may constitute a violation or breach of any applicable laws and/or regulations, School shall both disclose such actions to adidas at [fairplay@adidas.com](mailto:fairplay@adidas.com) and take reasonably practicable steps to cease, remedy, and/or mitigate them.

14. Governing Rules: The agreement shall be subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, and any revisions thereto, and the Governing Rules, which are hereby incorporated into this agreement in their entirety.


IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

**adidas America, Inc.**

DocuSigned by:  
  
8EF602C637CE4B2  
Name: Chris McGuire  
Title: Senior Director, US Sports Marketing

DocuSigned by:  
  
7C2FE76D009D46B  
Name: Kurt Tandan  
Title: Legal Counsel

**GEORGE MASON UNIVERSITY**

 Digitally signed by  
Clifford Shore  
Date: 2019.10.18  
09:04:55 -04'00'  
Name: Clifford Shore  
Title: Chief Procurement Officer