

## UConn Extends Nike Sponsorship Through 2022-23

The total value of the contract to the University from 2017-23 in combined product and cash is \$32.45 million.



July 26, 2017

**STORRS, Conn.** - The University of Connecticut and its Division of Athletics has extended its exclusive sponsorship agreement with Nike through the 2022-23 academic year. Nike will continue to provide UConn teams with uniforms, apparel, footwear, practice gear and equipment in addition to making cash payments to the school.

Nike first became the exclusive provider to UConn in 2008 – the first-ever all-sports deal in school history.

"UConn is very proud of the relationship we have had with Nike over the years and now we can look forward to that continuing in the future," said UConn Director of Athletics David Benedict. "The Nike agreement allows our student-athletes to practice and compete with premier sportswear and equipment and also provides our university with important financial resources."

The new extension of the UConn-Nike relationship sees an increase in Nike's commitment to the school in terms of the retail value of the annual product allotment. The total value of the contract to the University from 2017-23 in combined product and cash is \$32.45 million.

"I was thrilled to hear that UConn will be continuing its long-standing partnership with Nike," said women's basketball coach Geno Auriemma, whose teams have won 11 NCAA national championship. "Over the years, this relationship has been extremely beneficial to my team and the athletic department at large. I look forward to UConn benefiting from Nike's innovations for years to come."

"It's wonderful that we will continue our association with Nike for years to come," said men's basketball coach Kevin Ollie, who led his team to the 2014 NCAA national championship – one of four won by UConn. "Nike is the No. 1 name in college athletics and has been a big part of the success that we have enjoyed here at UConn. We couldn't ask for a more supportive partner as we move forward."

"Nike has been an important part of the development of UConn football and it has given us an important association with their national brand," said football coach Randy Edsall, who has led UConn to five bowl appearances and two conference championships. "We have won championships wearing Nike gear and I am looking forward to that happening again. I am very happy that UConn and Nike will be partners in the future."

"Our student-athletes, coaches and staff are extremely happy with the Nike product line," said Benedict. "The Huskies have enjoyed many championship moments in Nike ware and look forward to more in the future."

**SECOND AMENDMENT AND EXTENSION TO ALL-SPORT AGREEMENT  
BY AND BETWEEN THE UNIVERSITY OF CONNECTICUT  
AND  
NIKE USA, INC.**

This Second Amendment and Extension (this "Second Amendment") to the All-Sport Agreement between the University of Connecticut ("UConn") and NIKE USA, Inc. ("NIKE"), effective July 1, 2008 and amended by letter on October 4, 2011 (collectively, the "Agreement"), is entered into by and between UConn and Nike as of June 30, 2017 (the "Effective Date").

UConn and NIKE agree that as of the Effective Date:

1. The Term of the Agreement, set forth in Paragraph 2 thereof, shall be extended for five (5) additional "Contract Years" from June 30, 2018, such that the Agreement shall remain in effect through June 30, 2023, unless sooner terminated in accordance with the terms of the Agreement.
2. Paragraph 3(b) of the Agreement shall be amended to replace "any pre-existing Trademark License Agreements" with "the Trademark License Agreement".
3. Paragraph 4 of the Agreement is deleted in its entirety, and the following is inserted in its stead:

**"PRE-EXISTING AGREEMENT.**

NIKE is party to a pre-existing contract with women's head basketball coach, Geno Auriemma ("Coach Contract"), with respect to product supply of the women's basketball program and personal services, and the parties agree that (i) such Coach Contract shall not be amended without UConn's prior approval, and (ii) the terms of this Agreement shall not be deemed, or construed in any manner, to diminish any rights NIKE may have pursuant to such Coach Contract."

4. The chart set forth in Paragraph 7(a) of the Agreement, which sets forth the annual product consideration (i.e., "Annual Product Allotment") shall be amended to modify the amounts set forth in the 9th and 10th Contract Year and to include the following additional Contract Years:

Contract Year		Annual Product Allotment (in retail value)
9th Contract Year	2016-17	\$3,200,000
10th Contract Year	2017-18	\$3,250,000
11th Contract Year	2018-19	\$3,300,000
12th Contract Year	2019-20	\$3,350,000
13th Contract Year	2020-21	\$3,400,000

14th Contract Year	2021-22	\$3,450,000
15th Contract Year	2022-23	\$3,500,000

5. The chart set forth in Paragraph 10(a) of the Agreement, which sets forth the annual cash consideration (i.e., "Base Compensation"), shall be amended to modify the amounts set forth in the 9th and 10th Contract Year and to include the following additional Contract Years:

Contract Year		Base Compensation
9th Contract Year	2016-17	\$1,285,710
10th Contract Year	2017-18	\$1,285,715
11th Contract Year	2018-19	\$1,285,715
12th Contract Year	2019-20	\$1,285,715
13th Contract Year	2020-21	\$1,285,715
14th Contract Year	2021-22	\$1,285,715
15th Contract Year	2022-23	\$1,285,715

UConn acknowledges and agrees that the Base Compensation amounts set forth in the chart which appears in Paragraph 10(a), as amended herein, are inclusive of the amounts paid by NIKE under the Coach Contract, and therefore UConn's Base Compensation shall be reduced by the amounts paid by NIKE under the Coach Contract, subject to, and in accordance with, Paragraph 11(c) of the Agreement.

6. The date set forth in Paragraph 17(a) of the Agreement shall be deemed to be July 1, 2022.

7. The dates set forth in Paragraph 17(b) of the Agreement shall be deemed to be July 1, 2022 to June 30, 2023.

8. The following is inserted into the Agreement as subparagraph 17(c):

"(c) In the event that the NCAA Division I Committee on Infractions sanctions UConn by placing the institution on probation for a "major violation" of NCAA rules (or UConn self-imposes sanctions) that results in either (a) a post-season competition ban, or a ban on television appearances, for the men's or women's basketball programs, and/or (b) a reduction of the number of men's and/or women's basketball grant-in-aid scholarships by two (2) or more scholarships for two (2) or more seasons, in lieu of exercising its right of termination under Paragraph 22, NIKE shall have the right, exercisable upon written notice to UConn, to extend the term of this Agreement for the number of Contract Years that corresponds to the number of impacted seasons on the same terms in effect at the time of imposition of such sanctions (and subject to any applicable reductions). (For example, if a UConn basketball program was subject to a 2-year post-season competition ban, or 2-year loss of three (3) scholarships, NIKE would be entitled to extend this Agreement for a period of two (2) additional

Contract Years.) Such right shall only be exercised after the issuance of a final decision following the conclusion of any appeal process."

9. Paragraph 20(a) of the Agreement is deleted in its entirety, and the following is inserted in its stead:

"(a) NIKE acknowledges and confirms a shared commitment with UConn to improving the working conditions in the subcontracted factories engaged to make University of Connecticut licensed product sold at retail under the CLC License. Accordingly, NIKE represents and warrants that all retail licensed products bearing UConn Marks shall be manufactured in accordance with (i) the NIKE Code of Conduct, and (ii) the CLC Code of Conduct (the "CLC Code") as described in the agreed upon CLC License, and NIKE shall publicly disclose on-line the names and locations of active contracted factories that produce such product."

10. In furtherance of the amendment made in Section 9 hereof, UConn and Nike acknowledge and agree that Schedule B of the Agreement is hereby deleted in its entirety.

11. Section 21(c) of the Agreement shall be deleted in its entirety and replaced with the following is inserted in its stead:

"(c) The CLC License is terminated by NIKE prior to its expiration."

12. Sections 33(c) and (d) of the Agreement are deleted in their entirety.

13. That portion of the Performance Bonuses chart, set forth in Schedule A of the Agreement, which pertains to Football Bonuses, is deleted in its entirety and replaced with the following:

<b>Football Bonuses*</b>	
Plays in Conference Championship Game	\$ 10,000
Wins Conference Championship Game	\$ 20,000
Plays in a College Football Playoff game	\$ 25,000
Plays in National Championship Game	\$ 50,000
Wins National Championship	\$100,000

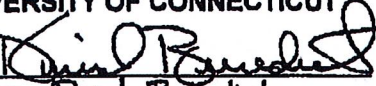
\*All football bonuses are cumulative. NIKE shall pay UConn for any football bonuses achieved within thirty (30) days of receipt of an invoice.

14. All provisions of the Agreement, except those which are explicitly modified hereby, shall remain unchanged and continue in full force and effect.

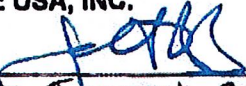
15. Upon full execution of this Second Amendment, the Agreement shall be deemed amended and shall remain in effect through the end of the new Term.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their authorized representatives.

UNIVERSITY OF CONNECTICUT

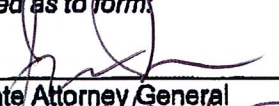
By   
Name: David Benedict  
Title: Director of Athletics  
Date signed: June 21, 2017

NIKE USA, INC.

By   
Name: JONATHAN BANKS  
Title: VP NA SPORTS MARKETING  
Date signed: JUNE 22, 2017

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF CONNECTICUT

Approved as to form:

By:  Joseph Rubin  
Associate Attorney General  
Date: 6/26/17