

ADMISSION AGREEMENT

THIS ADMISSION AGREEMENT (“Agreement”) is made and entered into effective as of September 10, 2021, by and between The Big 12 Conference, Inc., a Delaware not-for-profit corporation (the “Conference”), and University of Cincinnati (“UC”).

WHEREAS, UC desires to be admitted as a Member of the Conference, and the Conference desires to admit UC as a Member of the Conference, on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Admission of UC. In reliance on the covenants and representations of the Conference set forth herein, UC hereby agrees to become a Member of the Conference in all varsity sports sponsored by UC that are also offered by the Conference, and in reliance on the covenants and representations of UC set forth herein the Conference hereby admits UC as a full voting Member of the Conference on the terms and conditions set forth herein, effective as of July 1, 2024, or such earlier date as mutually agreed upon in writing between UC and the Conference (subject to Paragraph 3 below) (the “Commencement Date”). By execution of this Agreement, the parties agree that UC shall be bound by and entitled to all of the benefits (including those provided to each Member institution) of the terms and conditions of the Conference’s Restated Certificate of Incorporation (attached hereto as Exhibit A), Bylaws (attached hereto as Exhibit B), Rules (attached hereto as Exhibit C) and Amended and Restated Grant of Rights Agreement (attached hereto as Exhibit D) (the “GRA”) all of which are incorporated herein by reference each as now in effect, as amended or as hereafter may be amended in accordance with the terms thereof (collectively, the “Constituent Documents”) and agrees to comply with and be bound by the terms of the Constituent Documents as of and after the date of this Agreement, to the extent such provisions do not conflict with UC’s contractual obligations to its current conference. UC’s participation as a Member of the Conference shall commence on the Commencement Date; provided, however, that in the interim period following the execution of this Agreement and prior to the Commencement Date (i) UC shall be bound by the applicable provisions of the Bylaws attached hereto as Exhibit B, including but not limited to the withdrawal and sanction provisions of Section 3 of the Bylaws, to the extent such provisions do not conflict with UC’s contractual obligations to its current conference, (ii) UC shall have the same access to all Conference information provided to current Members and UC’s chief executive shall be entitled to attend and participate fully in Conference board meetings and other appropriate meetings, except the president or chancellor of UC shall not have any right to vote on matters considered by the Conference’s board of directors and his or her presence shall not count toward any quorum, vote, majority calculation or other provision thereof determined by the number of directors taking or not taking any action and (iii) UC’s director of athletics shall be entitled to attend and participate, as appropriate, in meetings of the Conference’s directors of athletics and other appropriate meetings. UC represents and warrants that, by executing or performing this Agreement and joining as a Member of the Conference, UC will not be in breach of any of its contractual obligations to any other party that are not subject to a unilateral right of termination by UC.

2. Deposit. Contemporaneously with the execution of this Agreement and as a condition to this Agreement being binding on the Conference, UC shall pay to the Conference by wire transfer of immediately available funds to an escrow account designated and owned by the Conference pursuant to the instructions attached hereto as Exhibit F (the “Escrow”) a deposit of Two Million, Five Hundred Thousand Dollars (\$2,500,000) (the “Deposit”), which will be returned to UC on the Commencement Date when UC officially joins the Conference as a member. UC hereby authorizes the Conference to invest the Deposit in money market, government securities or other similar investment vehicles selected by the Conference in its reasonable judgment (the “Investments”) for so long as the Deposit is held by the Conference, with the net earnings realized on the Investments to be returned to UC. In the event that UC does not become a member of the Conference fully participating in the athletic and other activities of the Conference as of the Commencement Date, then the Conference shall be entitled to withdraw and retain as its property the Deposit and all amounts earned thereon through the Investments from the Escrow in addition to any other rights and remedies that the Conference may have with respect to UC as a Withdrawing Member pursuant to the Bylaws.

3. Grant of Rights. As a condition to membership in the Conference, UC agrees hereafter to execute a Joinder Agreement to the GRA in the form attached hereto as Exhibit E and made a part hereof (the “Joinder”), granting to the Conference the same telecast rights and on the same terms and conditions granted by the other members of the Conference, with such grant of rights therein to be effective as of the Commencement Date; provided, however, that UC hereby agrees that the “Term” of the GRA as it applies to UC pursuant to Section 7 of the GRA shall be automatically extended beyond June 30, 2025 to be coterminous with the later of (i) any extension of the GRA agreed upon by the universities who are members of the Conference both as of the date hereof and who will remain as members of the Conference after such date and (ii) the execution of any new media rights agreement(s) executed by the Conference with the approval of a majority of the then-current Members entitled to vote thereon after the date of this Agreement.

4. Revenue Sharing. UC agrees that, notwithstanding anything to the contrary in the Conference’s Bylaws or Rules, it will not participate in distributions made by the Conference to current Members prior to the Commencement Date, and that it will participate in distributions of the distributable Conference revenues that otherwise would be distributed to a full member of the Conference after the Commencement Date as follows:

<u>Fiscal Year</u>	<u>Distribution to be Paid to UC</u>
First after the Commencement Date	\$18,000,000
Second after the Commencement Date if before 2025-2026	\$19,000,000

Commencing on July 1, 2025, UC shall participate fully in Conference revenues distributed to member institutions.

5. Current Conference Affiliation. UC agrees that on the date of this Agreement, it will immediately provide notice to its current conference or other athletic organization, if any, of its departure. UC agrees it is responsible for complying with the provisions of its current conference’s rules, bylaws or contracts relating to membership in and withdrawal from that conference and for all resulting economic obligations that it may have to that conference or its

members. UC represents and warrants that it made the initial contact with the Conference about becoming a Member of the Conference and that the Conference did not contact UC about becoming a Member of the Conference.

6. Additional Representations and Warranties. The parties hereby represent and warrant to each other as follows:

a. Authority; Due Execution. The Conference and UC each represent and warrant that it has full power and authority to enter into this Agreement and to perform the obligations pursuant hereto, and that this Agreement represents the valid and binding obligation of such party enforceable against it in accordance with its terms.

b. Due Organization. The Conference hereby represents and warrants that the Conference is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and in each other jurisdiction necessary to conduct the business of the Conference.

c. Constituent Documents. The Conference hereby represents and warrants that the Constituent Documents, attached hereto as exhibits, including without limitation the Conference's Restated Certificate of Incorporation attached hereto as Exhibit A and the Conference's Rules attached hereto as Exhibit C, are true and complete copies of such documents, and, except as otherwise specifically stated in Paragraph 3 of this Agreement, as of the date hereof have not been modified, rescinded, or amended, and remain in full force and effect.

d. Institutional Control; Compliance with Rules of NCAA. UC hereby represents and warrants that it has institutional control of athletes; as defined in the Rules, and is fully committed to compliance with the rules and regulations of the NCAA.

7. Miscellaneous.

a. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and UC and compliance with any provision hereof may not be waived except by a writing signed by the party against whom the waiver is being enforced.

b. This Agreement, including the attached exhibits, supersedes all prior documents, understandings and agreements, oral or written, relating to this transaction and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

c. None of the parties' rights or obligations under this Agreement may be assigned. Any assignment in violation of the foregoing shall be null and void.

d. If any one or more provisions of this agreement is held to be illegal, invalid or unenforceable under present or future laws, then, if possible, such illegal, invalid or unenforceable provision will be modified to such extent as is necessary to comply with such present or future laws and such modification shall not affect any other provision hereof, provided that if such provision may not be so modified such illegality, invalidity or unenforceability will

not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

e. The parties agree that, when sending written communications or other notices, they will use their good faith best efforts to provide either a simultaneous electronic mail copy of such material to the intended recipient thereof and/or give the intended recipient telephonic notice that such written communication or other notices being sent by mail. Communications and other notices given under this Agreement will be deemed delivered when personally delivered, or on the third business day following deposit in the U.S. mail, first class, postage paid, and addressed to the party at the business address.

f. All headings and captions used in this Agreement are for convenience only, and shall not be construed to either limit or broaden the language of this Agreement for any particular section.

g. This Agreement may be executed in two or more counterparts and delivered by facsimile transmission, each of which may be executed by one or more of the parties hereto, but all of which, when taken together shall constitute but one agreement binding upon all of the parties hereto.

h. This Agreement is not intended to confer upon any non-party rights or remedies hereunder.

i. This Agreement shall be deemed effective and legally binding upon the parties when it has been executed and delivered by all parties hereto.

j. The parties hereto acknowledge and agree that (i) each party and its representatives has reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party regardless of which party was generally responsible for the preparation of this Agreement.

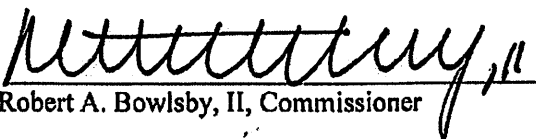
k. To the extent consistent with its lawful authority, each party shall execute and deliver such additional instruments and other documents, and use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable law to consummate the transactions contemplated hereby.

l. The Conference and UC agree that the terms and conditions of this Agreement and any oral or written information exchanged in connection with the preparation of this Agreement are regarded as confidential information.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Admission Agreement as of the day and year first set forth above.

The Big 12 Conference, Inc.

By: 
Robert A. Bowsby, II, Commissioner

University of Cincinnati

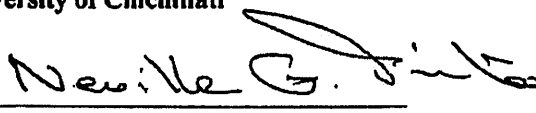
By: 
Neville G. Pinto, President

EXHIBIT A

Restated Certificate of Incorporation

[Attached]

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
THE BIG TWELVE CONFERENCE, INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

The Big Twelve Conference, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (as now in effect and as in the future may be amended, the "DGCL"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is The Big Twelve Conference, Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on June 30, 1995, under the name The Big Twelve Conference, Inc.

2. This corporation filed a Restated Certificate of Incorporation of The Big Twelve Conference, Inc. with the Secretary of State of the State of Delaware on April 15, 1996.

3. This Amended and Restated Certificate of Incorporation of The Big Twelve Conference, Inc. restates and amends such Restated Certificate of Incorporation and was duly adopted in accordance with the provisions of the DGCL.

4. The text of the Certificate of Incorporation of The Big Twelve Conference, Inc. is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the corporation (the "Corporation") is The Big 12 Conference, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street, City of Wilmington, County of New Castle, and its registered agent is the Corporation Trust Company.

THIRD: The purposes for which the Corporation is organized are to control and regulate intercollegiate athletics as institutional activities, to encourage sound academic practices for student-athletes and to establish harmonious intercollegiate relationships among member institutions; and accordingly, the Corporation is empowered to engage in any lawful act or activity for which nonprofit, non-stock corporations may be organized under the DGCL and to conduct or promote any lawful business or purposes not inconsistent with Articles Third, Fourth and Fifth hereof. The Corporation shall be a nonprofit corporation and shall not have authority to issue capital stock.

FOURTH: The Corporation is organized exclusively for charitable, educational and scientific purposes, including the making of distributions to other organizations for such purposes, but only to the extent and in such manner that such purposes constitute exclusively charitable, educational or scientific purposes within the meaning of Section 501(c)(3) of the

Internal Revenue Code of 1986 (the "Code") (or the corresponding provision of any future United States Internal Revenue law). The Corporation is organized exclusively for the benefit of the members of the Corporation, including current members so long as they remain members of the Corporation, and any future members.

FIFTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third and Fourth hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence public legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue law).

SIXTH: The affairs and business of the Corporation shall be managed and conducted by a Board of Directors in accordance with the Bylaws. The directors shall elect the regular officers of the Corporation in the manner provided by the Bylaws. To the fullest extent permitted by the DGCL, a director of this Corporation shall not be liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

SEVENTH: Membership in the Corporation shall be determined in accordance with the provisions set forth in the Bylaws, but shall be limited to colleges and universities that are exempt from taxation pursuant to Section 115 of the Code as a state or local government or Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law). A new member may be added or a current member may be removed only in accordance with the Bylaws.

EIGHTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute the remaining assets of the Corporation to its members equally, but if at the time of dissolution any member is not qualified for exempt status either as an exempt organization under Section 501(c)(3) of the Code or as a state or local government under Section 115 of the Code (or the corresponding provision of any future United States Internal Revenue law), such member's share shall be reallocated among the other qualified members. If no member is qualified under such provisions of the Code, then the Board of Directors shall distribute the remaining assets for one or more exempt purposes within the meaning of 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law) or shall distribute such assets to the Federal government, or to a state or local government, for a public purpose, as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the Court of Chancery of the State of Delaware in and for the county in which the

registered office of the Corporation in Delaware is then located, exclusively for such purposes, or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purposes.

NINTH: The Corporation shall indemnify the directors, the Faculty Athletics Representatives, the Athletics Directors, Senior Woman Administrators, officers and the Corporation staff, or any of them, and may indemnify others as permitted by the DGCL as authorized by the Board of Directors (each, a "Covered Person"), against any costs (including attorneys' fees), expenses, judgments, fines, and other amounts reasonably incurred by such Covered Persons, or any of them in connection with any claim demand, suit, or proceeding, civil or criminal, arising out of and related to acts performed while such Covered Persons are serving in official capacities on behalf of the Corporation (including but not limited to persons serving as officers or committee members) to the fullest extent permitted under the DGCL. In addition, the Corporation may enter into such agreements to indemnify any or all Covered Persons, or purchase and maintain insurance coverage by or on their behalf, as approved by the Board of Directors.

TENTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered, in the manner provided in the Bylaws of the Corporation, to make, alter, amend and repeal the Bylaws of the Corporation in any respect not inconsistent with the laws of the State of Delaware or with this Certificate of Incorporation.

ELEVENTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law; provided, however, that no amendment shall authorize the Board of Directors or the members to conduct the affairs of the Corporation in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law).

TWELFTH: The number and appointment of directors shall be determined in the manner provided herein and in the Bylaws.

THIRTEENTH: Except for those rights expressly vested in the members as set forth in the Bylaws, all powers of the Corporation are hereby vested in the Board of Directors. Accordingly, to the extent that the members have any rights under the DGCL to take any action for or on behalf of the Corporation, the members and the Corporation acknowledge and agree that the members may take any such action acting in unanimity only, and each member shall be entitled to one vote on all such matters submitted to a vote at a meeting of members.

FOURTEENTH:

A. Except as set forth in Section 1.5.2 of the Bylaws (or its successor), the Board of Directors may take action on any matter in accordance with the Bylaws by: (i) written consent signed by all directors who are Disinterested Directors (as defined below) with respect to the matter being voted on, in accordance with Section 1.6.8 of the Bylaws (or its successor); or (ii) the affirmative vote of a majority of the Disinterested Directors

Entitled to Vote (as defined below) Present (as defined below) at a duly called meeting at which a quorum is Present in accordance with Section 1.6.7 of the Bylaws (or its successor). For purposes hereof, the following defined terms have the meanings ascribed to them below:

i. The term "Disinterested Director(s)" with respect to any issue shall mean each person who: (i) is then duly qualified and serving as a member of the Board of Directors pursuant to Sections 1.5.3 and 1.5.4 of the Bylaws (or their respective successors); (ii) is the director representative of a member that has not Withdrawn (as defined in the Bylaws) and has not been precluded from voting on the matter in question as a Sanctioned (as defined in the Bylaws) member; and (iii) is not an Interested Director (as defined below) with respect to such issue.

ii. The term "Disinterested Director(s) Entitled to Vote" with respect to any issue shall mean each Disinterested Director who: (i) is Present at a duly called meeting at which such issue is to be considered; or (ii) signs a written consent with respect to such issue in accordance with Section 1.6.8 of the Bylaws (or its successor).

iii. The term "Interested Director(s)" with respect to any issue means any director who has personally, or as to which the member that such director represents has institutionally, a direct or indirect material interest in the subject matter of the issue (or series of related issues) being considered by the Board of Directors, that, in the judgment of a majority of the other directors who are not Interested Directors with respect to such issue or series related issues, could reasonably be expected to impact adversely the objectivity of such director in voting on such issue or issues. The interests that all members have in common as the beneficial members of the Corporation (even if such interests have disparate effects among members) will not, in and of itself, cause the director representing such member to be an Interested Director with respect to an issue or issues impacting all Members as the beneficial members of the Corporation. Any director who has been determined to be an "Interested Director" in accordance with the foregoing may appeal such determination only in accordance with the following: (i) such director shall submit a written appeal to the Commissioner and the highest ranking officer of the Board of Directors who has not been determined to be an Interested Director with respect to such issue, if any; (ii) the Commissioner and such highest ranking officer (if any) shall mutually determine and promptly notify such Interested Director with respect to their (or if there is no such officer, the Commissioner's) determination on the matter, which determination shall set forth whether such director is deemed to be an "Interested Director" on the matter in question; and (iii) the determination made by the Commissioner and any such highest ranking officer of the Board of Directors shall be final and binding on the director(s) appealing the initial determination by the other directors.

iv. The term "Majority of Disinterested Directors" with respect to any issue shall mean a majority of all persons who are Disinterested Directors with

respect to such issue, whether or not they are Present at a meeting considering such issue or sign a written consent with respect to such issue.

v. The terms "Present" or "Presence" as used in herein with respect to any meeting of the Board of Directors or a meeting of a committee designated by ~~the Board of Directors shall mean participation by a person in person at or by~~ means of Remote Access (as defined in the Bylaws) in the meeting.

vi. The term "Supermajority of Disinterested Directors" with respect to any issue shall mean seventy-five percent (75%) or more of all persons who are Disinterested Directors with respect to such issue, whether or not each is Present at a meeting considering such issue or signs a written consent with respect to such issue.

B. The number of members of the Board of Directors shall equal the number of members in the Corporation that have not Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors, consisting of one (1) representative for each such member, who shall be the most senior campus executive officer (President or Chancellor) (the "Chief Executive Officer") of each member. Prior to each Annual Meeting (as defined in the Bylaws) held pursuant to Section 1.6.1 of the Bylaws (or its successor), each member shall certify to the Corporation the name of its Chief Executive Officer and such person shall be automatically appointed as a director as provided in the Bylaws and shall hold office until his or her successor has been appointed; provided, however, that each member shall be deemed to have certified to the Corporation that there has been no change in its Chief Executive Officer then serving on the Board of Directors if the Corporation does not receive such certification at or prior to an Annual Meeting. Such appointment is automatic and no other vote or action of the members or directors shall be required to elect or appoint as a director the individual certified as the Chief Executive Officer of a member. Because of the special relationship of the directors to the members, a director may not be removed as long as the director is the Chief Executive Officer of a member.

C. In the case of a director's death, disqualification, resignation or removal from office as the Chief Executive Officer of a member (excluding directors representing members that have Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors) then (i) such director shall thereafter no longer be a director or member of the Board of Directors for any purpose (without the need for any additional action by the Board of Directors or the Corporation) and (ii) the member whose Chief Executive Officer created such vacancy shall as soon as is reasonably possible thereafter certify to the Corporation the name of its successor Chief Executive Officer and such person shall be automatically appointed to serve as a director; provided, however, that for the period beginning on the date such vacancy was created and the date on which a new Chief Executive Officer of such member is hired, certified and appointed as a director, the member may appoint an individual to serve as the member's director representative in such interim period. Similarly, in the event the number of directors is increased due to an increase in the number of members, the additional member(s) shall certify to the Corporation the name of its Chief Executive Officer and such person(s) shall be

automatically appointed to serve as a director(s) and shall serve until his or her successor has been appointed.

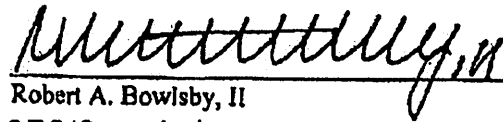
D. It is the intent of all members that persons elected as directors fulfill their fiduciary duties of care by attending meetings and otherwise participating in Board of Directors and Committee (as defined in the Bylaws) meetings to the maximum extent possible and that directors shall not act by proxy. However, the members acknowledge that from time to time, legitimate reasons may cause an elected director to be unable to be Present at a given Board of Directors or Committee meeting. In such events, to avoid disenfranchisement of the member at that meeting, the members authorize the Commissioner, after consultation with the director in question, in the Commissioner's sole discretion (subject to a contrary determination by the Executive Committee), to consider authorizing that director to appoint a substitute (a "Substitute") to participate as the director representing such member at a given Annual Meeting, Regular Meeting, or Special Meeting (each as defined in the Bylaws) to act in the director's stead at such meeting. In the event that the Commissioner approves the appointment of a Substitute director for such meeting, the director who will be absent will be deemed to resign from the Board of Directors for such meeting and the Substitute representative shall be deemed to be appointed to serve on the Board of Directors for purposes of such meeting only, without the need for further action by the Board of Directors, and all such Substitutes shall count as directors for purposes of establishing a quorum, determining votes, and for all other purposes at such meeting, except as set forth in Section 1.5.5.2 of the Bylaws. At the conclusion of such meeting, the Substitute shall be deemed to have resigned and the original director to have been reappointed to his or her position effective as of the adjournment of such meeting.

E. Except as may be otherwise specifically provided by statute, by this Certificate of Incorporation or by the Bylaws, seventy percent (70%) or more of the Disinterested Directors with respect to the matters to be considered at any meeting shall constitute a quorum for the transaction of business; provided, however, that if less than seventy percent (70%) or more of such Disinterested Directors are present at said meeting, a majority of such Disinterested Directors present may adjourn the meeting from time to time without further notice. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum. The vote of a director on any matter shall not be divulged by the Corporation or by any other director in press announcements, unless such director expressly consents in advance to such disclosure; provided, however, that nothing herein shall prevent the Corporation or the directors from divulging the total number of votes for or against or abstaining from a vote. Once a quorum is present at a meeting, business may continue to be conducted at the discretion of the Chair of the Board even if directors subsequently leave the meeting.

F. Any action that is required to be or may be taken at a meeting of the directors may be taken without a meeting if consents in writing, setting forth or indicating by reference to a separate communication the action(s) to be taken, are signed by all of the Disinterested Directors with respect to the issue subject to such action. Such consents shall have the same force and effect as a unanimous vote of the directors at a meeting

duly held, and may be stated as such in any certificate or document filed under the DGCL. Such consents shall be filed with the minutes of the meetings of the Board of Directors.

IN WITNESS WHEREOF, the Corporation, as authorized and directed by its Board of Directors, has caused this Amended and Restated Certificate of Incorporation to be executed by its Commissioner, this 7th day of June, 2013.



Robert A. Bowsby, II
CEO/Commissioner

EXHIBIT B

Bylaws

[Attached]

BYLAWS

BYLAWS

SECTION I.1- OFFICES

- 1.1 **Offices.** The principal office of The Big 12 Conference, Inc., a Delaware corporation (the "Conference"), is 400 East John Carpenter Freeway, Irving, Texas, 75062, or such other location as the Board of Directors (as defined below) may designate from time to time (the "Principal Office").

SECTION I.2- MEMBERSHIP

- 1.2.1 **Name.** The legal name of the Conference is The Big 12 Conference, Inc.
- 1.2.2 **Membership.** The members of the Conference (each a "Member" and together, the "Members") effective as of July 1, 2012, are:

Baylor University	Oklahoma State University
Iowa State University	Texas Christian University
University of Kansas	University of Texas at Austin
Kansas State University	Texas Tech University
University of Oklahoma	West Virginia University

- 1.2.3 **Agreement to Membership.** Each Member agrees with the Conference and with each of the other Members to remain a member of the Conference for ninety-nine (99) years beginning July 1, 2012.
- 1.2.4 **Qualification.** All Members of the Conference shall be institutions of higher education that hold Division I membership in the National Collegiate Athletic Association ("NCAA"), that support the mission of the Conference, and that meet the qualifications set forth in the Amended and Restated Certificate of Incorporation of the Conference (as amended from time to time, the "Certificate"), these Bylaws (as defined below), and the Rules (as defined below). Sections 1, 2, 3 and 4 hereof shall together constitute the Bylaws of the Conference (the "Bylaws") and shall not be altered, amended, or repealed except in accordance with Section 1.10 hereof. Sections 5 et. seq. thereafter (the "Rules") as amended from time to time hereafter, shall constitute the Rules as that term is used herein and may be adopted and amended as provided therein.

SECTION I.3- MISSION AND INSTITUTIONAL RESPONSIBILITY

- 1.3.1 **Mission.** The mission of the Conference is to:
- 1.3.1.1 Advance standards of scholarship, sportsmanship and equity consistent with the highest ideals of Conference membership.
 - 1.3.1.2 Support the development of national-championship caliber intercollegiate athletic programs.

- 1.3.1.3 Organize, promote and administer intercollegiate athletics among its member institutions.
- 1.3.1.4 Optimize revenues and provide supporting services compatible with both academic and competitive excellence.
- 1.3.1.5 Encourage collaboration in areas beyond athletics that builds good-will between institutions and promotes the overall missions of the universities.
- 1.3.2 **Adherence to NCAA Rules.** All Members of the Conference are committed to complying with NCAA rules and policies. Accordingly, Members shall demonstrate institutional control and ensure that authority for the intercollegiate athletics program is vested in the campus chief executive officer of such Member. In addition, the conduct of Members shall be fully committed to compliance with the rules and regulations of the NCAA and of the Conference. Each Member accepts the primary responsibility for the administration of rules and regulations, for investigating known or alleged violations at that institution, and for taking prompt and effective corrective actions where violations have occurred. On a regular basis, the Conference, through its Commissioner and others designated by the Commissioner, shall provide information and instructions to institutional personnel to assist the Members in their efforts to administer and enforce NCAA rules and regulations.
 - 1.3.2.1 **Compliance Reviews.** To further assist each Member in maintaining institutional control, the Conference, in cooperation with an outside firm, shall review each institutional compliance program at least once every four years. The specific procedures for the review shall be developed by the Conference.
- 1.3.3 **Institutional Athletically Related Financial Aid.**
 - 1.3.3.1 **Minimum Amount.** Member Institutions shall award athletically related financial aid based on the maximum amount permitted by NCAA Bylaws.
 - 1.3.3.2 **Period of Award.** Member Institutions shall award athletically related financial aid for no less than the student-athlete's initial period of eligibility or graduation at the certifying institution.
 - 1.3.3.3 **Former Student-Athletes.** Member Institutions shall award athletically related financial aid to former student-athletes per institutional policy.
 - 1.3.3.4 **Effective Date, Interpretations, Implementation and Sanctions for Violations.** Bylaw 1.3.3 shall become effective on August 1, 2015. Interpretations shall be made by the Bylaw 1.3.3 Committee consisting of one representative designated by the President or Chancellor of each Member Institution, which shall have the authority to adopt interpretations and to delegate to the Member Institutions the authority to make decisions implementing the Bylaws set forth in Section 1.3.3, all subject to review and approval by the Faculty Athletics Representatives. Those initial interpretations shall be issued no later than March 31, 2015 and may be modified from time to time thereafter by the Bylaw 1.3.3 Committee. Alleged violations of the



Bylaws in Section 1.3.3 shall be subject to review by the Faculty Athletics Representatives, which shall have the authority to determine violations and recommend sanctions, all subject to the review and approval by the Board of Directors in accordance with Section 3.6.

SECTION 1.4- MEMBERS

- 1.4.1 Rights of Members. Except for any Member that has Withdrawn (as defined below), or is subject to Sanctions (as defined below) to the contrary with respect to any right, each Member, in its capacity as a member of the Conference, shall have the right and obligation, and only the right, to: (i) certify to the Conference the name of its Chief Executive Officer (as defined below) and have such individual automatically appointed to serve as a Director on the Board of Directors; (ii) receive distributions of Conference revenue in accordance with these Bylaws and the Rules; and (iii) participate in Conference athletic events in accordance with these Bylaws and the Rules.

SECTION 1.5- DIRECTORS

- 1.5.1 General Powers. Subject to any limitations of these Bylaws, of the Certificate, and of the General Corporation Law of Delaware, as it may be amended from time to time hereafter (the "DGCL"), as to actions that shall be authorized or approved by the Members, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Conference shall be managed by the Board of Directors in accordance with these Bylaws.

- 1.5.1.1 Except as set forth in Section 1.5.2 below, the Board of Directors may take action on any matter in accordance with these Bylaws by: (i) written consent signed by all Directors who are Disinterested Directors (as defined below) with respect to the matter being voted on, in accordance with Section 1.6.8 below; or (ii) the affirmative vote of a majority of the Disinterested Directors Entitled to Vote (as defined below) Present (as defined below) at a duly called meeting at which a quorum is Present in accordance with Section 1.6.7 below.

- 1.5.2 Actions Requiring the Vote of a Majority of Disinterested Directors and a Supermajority of Disinterested Directors.

- (a) The following actions may be taken only if approved by the affirmative vote of a Majority of Disinterested Directors (as defined below):
- (1) Development and revision of long-range plans for the Conference;
 - (2) Approval of any contract of the Conference that can be expected to involve more than ten percent (10%) of the income or expenditures for the Conference for a fiscal year;
 - (3) Hiring, termination, and the employment (including approval of the terms of any employment agreement) of the Commissioner of the Conference;
 - (4) Approval of the operating budget of the Conference for each fiscal year;

- (5) Initiation or settlement of any litigation involving the Conference;
 - (6) Selection and discharge of the accounting and law firms for the Conference; and
 - (7) Selection of the location of the headquarters of the Conference, including the location of the real estate and approval of real estate leases.
- (b) The following actions may be taken only if approved by the affirmative vote of a Supermajority of Disinterested Directors (as defined below):
- (1) Amendments or modifications to the role and authority of the Board of Directors and the Advisory Committees (as defined in the Rules);
 - (2) The dissolution, liquidation, winding-up, merger, sale, or transfer of all or substantially all of the assets of the Conference;
 - (3) Admission of a new Member or amendment of Section 1.2.2, 1.2.3, or 1.2.4 above;
 - (4) Sanction of any Member, as set forth in Section 3 below;
 - (5) Any action with respect to a Withdrawing Member as set forth in Section 3 below;
 - (6) Approval or modification of contracts for the provision of teams to bowl games in intercollegiate football; and
 - (7) Approval or modification of: (i) Section 2 below or any other policies and procedures relating to the revenue distribution to the Members; and (ii) the establishment and funding of, terms or, maintenance of, and release or dissolution of, any reserves funded with Conference assets or revenues pursuant to Section 2.5 below.

1.5.2.2 As used in these Bylaws, the following terms shall apply:

- (a) The term "Disinterested Director(s)" with respect to any issue shall mean each person who: (i) is then duly qualified and serving as a member of the Board of Directors pursuant to Sections 1.5.3 and 1.5.4 below; (ii) is the Director representative of a Member that has not Withdrawn and has not been precluded from voting on the matter in question as a Sanctioned Member; and (iii) is not an Interested Director (as defined below) with respect to such issue.
- (b) The term "Disinterested Director(s) Entitled to Vote" with respect to any issue shall mean each Disinterested Director who: (i) is Present at a duly called meeting at which such issue is to be considered; or (ii) signs a written consent with respect to such issue in accordance with Section 1.6.8 below.



- (c) The term "Interested Director(s)" with respect to any issue means any Director who has personally, or as to which the Member that such Director represents has institutionally, a direct or indirect material interest in the subject matter of the issue (or series of related issues) being considered by the Board of Directors, that, in the judgment of a majority of the other Directors who are not Interested Directors with respect to such issue or series related issues, could reasonably be expected to impact adversely the objectivity of such Director in voting on such issue or issues. The interests that all Members have in common as the beneficial members of the Conference (even if such interests have disparate effects among Members) will not, in and of itself, cause the Director representing such Member to be an Interested Director with respect to an issue or issues impacting all Members as the beneficial members of the Conference. Any Director who has been determined to be an "Interested Director" in accordance with the foregoing may appeal such determination only in accordance with the following: (i) such Director shall submit a written appeal to the Commissioner and the highest ranking officer of the Board of Directors who has not been determined to be an Interested Director with respect to such issue, if any; (ii) the Commissioner and such highest ranking officer (if any) shall mutually determine and promptly notify such Interested Director with respect to their (or if there is no such officer, the Commissioner's) determination on the matter, which determination shall set forth whether such Director is deemed to be an "Interested Director" on the matter in question; and (iii) the determination made by the Commissioner and any such highest ranking officer of the Board of Directors shall be final and binding on the Director(s) appealing the initial determination by the other Directors.
- (d) The term "Majority of Disinterested Directors" with respect to any issue shall mean a majority of all persons who are Disinterested Directors with respect to such issue, whether or not they are Present at a meeting considering such issue or sign a written consent with respect to such issue.
- (e) The terms "Present" or "Presence" as used in these Bylaws with respect to any meeting of the Board of Directors or a meeting of a committee designated by the Board of Directors shall mean participation by a person in person at or by means of Remote Access (as defined below) in the meeting.
- (f) The term "Supermajority of Disinterested Directors" with respect to any issue shall mean seventy-five percent (75%) or more of all persons who are Disinterested Directors with respect to such issue, whether or not each is Present at a meeting considering such issue or signs a written consent with respect to such issue.

1.5.3 Number, Election and Term. The number of members of the Board of Directors of the Conference (the "Board of Directors") shall equal the number of Members in the Conference that have not Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors, consisting of one (1)



representative for each such Member, who shall be the most senior campus executive officer (President or Chancellor) (the "Chief Executive Officer") of each Member. Prior to each Annual Meeting (as defined below) held pursuant to Section 1.6.1, each Member shall certify to the Conference the name of its Chief Executive Officer and such person shall be automatically appointed as a Director as provided in these Bylaws and shall hold office until his or her successor has been appointed; provided, however, that each Member shall be deemed to have certified to the Conference that there has been no change in its Chief Executive Officer then serving on the Board of Directors if the Conference does not receive such certification at or prior to an Annual Meeting. Such appointment is automatic and no other vote or action of the Members or Directors shall be required to elect or appoint as a Director the individual certified as the Chief Executive Officer of a Member. Because of the special relationship of the Directors to the Members, a Director may not be removed as long as the Director is the Chief Executive Officer of a Member.

- 1.5.4 **Vacancies.** In the case of a Director's death, disqualification, resignation or removal from office as the Chief Executive Officer of a Member (excluding Directors representing Members that have Withdrawn or are subject to Sanctions that preclude representation on the Board of Directors) then (i) such Director shall thereafter no longer be a Director or member of the Board of Directors for any purpose (without the need for any additional action by the Board of Directors or the Conference) and (ii) the Member whose Chief Executive Officer created such vacancy shall as soon as is reasonably possible thereafter certify to the Conference the name of its successor Chief Executive Officer and such person shall be automatically appointed to serve as a Director; provided, however, that for the period beginning on the date such vacancy was created and the date on which a new Chief Executive Officer of such Member is hired, certified and appointed as a Director, the Member may appoint an individual to serve as the Member's Director representative in such interim period. Similarly, in the event the number of Directors is increased due to an increase in the number of Members, the additional Member(s) shall certify to the Conference the name of its Chief Executive Officer and such person(s) shall be automatically appointed to serve as a Director(s) and shall serve until his or her successor has been appointed.
- 1.5.5 **Substitutes for Directors.** It is the intent of all Members that persons elected as Directors fulfill their fiduciary duties of care by attending meetings and otherwise participating in Board of Directors and Committee (as defined below) meetings to the maximum extent possible and that Directors shall not act by proxy. However, the Members acknowledge that from time to time, legitimate reasons may cause an elected Director to be unable to be Present at a given Board of Directors or Committee meeting. In such events, to avoid disenfranchisement of the Member at that meeting, the Members authorize the Commissioner, after consultation with the Director in question, in the Commissioner's sole discretion (subject to a contrary determination by the Executive Committee), to consider authorizing that Director to appoint a substitute (a "Substitute") to participate as the Director representing such Member at a given Annual Meeting, Regular Meeting (as defined below), or Special Meeting (as defined below) to act in the Director's stead at such meeting. In the event that the Commissioner approves the appointment of a

Substitute Director for such meeting, the Director who will be absent will be deemed to resign from the Board of Directors for such meeting and the Substitute representative shall be deemed to be appointed to serve on the Board of Directors for purposes of such meeting only, without the need for further action by the Board of Directors, and all such Substitutes shall count as Directors for purposes of establishing a quorum, determining votes, and for all other purposes at such meeting, except as set forth in Section 1.5.5.2 below. At the conclusion of such meeting, the Substitute shall be deemed to have resigned and the original Director to have been reappointed to his or her position effective as of the adjournment of such meeting.

- 1.5.5.1 Each Substitute appointed pursuant to Section 1.5.5 and each interim Director appointed pursuant to Section 1.5.4 above must be a senior administrator or academic officer of the Member that he or she is being appointed to represent, but may not be a member of the other governance groups of the Conference appointed pursuant to Section 5.1 of the Rules.
- 1.5.5.2 No action may be taken by the Board of Directors or any Committee at any meeting if it is not approved by a majority of the Disinterested Directors Entitled to Vote, excluding in both the numerator and denominator of this calculation any Substitutes participating in such meeting.
- 1.5.6 Compensation. Directors shall not receive compensation for their services. Each Member will pay the expenses of its Director with respect to matters of the Conference, including but not limited to attendance at meetings of the Board of Directors.

SECTION 1.6- MEETINGS OF THE BOARD OF DIRECTORS

- 1.6.1 Annual Meetings. At least one (1) meeting each fiscal year (each an "Annual Meeting") of the Board of Directors shall be held at such time and place as may be fixed by the Board of Directors. The Annual Meeting shall be held in May or June of each year unless otherwise approved by the Board of Directors.
- 1.6.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as approved by the Board of Directors (each a "Regular Meeting"). In addition to the Annual Meeting of the Board of Directors, there shall be at least one (1) Regular Meeting of the Board of Directors each fiscal year.
- 1.6.3 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair of the Board (as defined below), the Executive Committee, or forty percent (40%) or more of the Disinterested Directors with respect to the matters to be considered at such meeting (each a "Special Meeting"), notice for which shall be given in accordance with Section 1.6.4 below.
- 1.6.4 Form of Meetings and Notice. Any meeting of the Board of Directors may be held (i) in person or (ii) by teleconference, video-conference, webinar, internet online meeting, or similar communication equipment or platforms, or any combination of the foregoing, as long as all persons participating in the meeting

can speak to and be heard by each other person (such means of access listed in this clause (ii) being referred to herein as "Remote Access").

- 1.6.4.1 Notice of any meeting ("Notice") shall be given no later than the close of regular business at the Conference's Principal Office on the day that is the third (3rd) Business Day (as defined below) prior to the day that on which the meeting is to be held (counting the day on which the notice is given but not the day of the meeting) by: (i) written notice delivered personally, by facsimile, U.S. Mail, overnight delivery service, or electronic mail; or (ii) posting to an electronic network or other form of electronic transmission or website or portal or other method of delivery that may be approved from time to time by the Directors for such purpose. Such notice shall be deemed to be given when deposited in the United States mail or delivered to the overnight delivery service in a sealed envelope addressed to the Director at such Director's address as it appears in the Rules, or as given by the Director to the Conference for purposes of notice, with postage or delivery charge prepaid; when directed to the electronic mail address or number of such Director as it appears in the directory accompanying the Conference Handbook, or as given by the Director to the Conference for purposes of notice; or when posted to an approved electronic network or other form of electronic transmission or website or portal or other approved method of delivery in a manner that can be accessed by all Directors entitled to such Notice. As used herein, the term "Business Day" means any day other than Saturday, Sunday, and any days on which state banks are closed for business in the location of the Principal Office.
- 1.6.4.2 The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express and sole purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Notice may be waived in writing or by electronic transmission by any Director, whether before or after the meeting.
- 1.6.5 Place of Meeting. Meetings of the Board of Directors shall be held at such place as shall be provided for in the resolution, notice, waiver of notice or call of such meeting, or if not otherwise designated, at the Principal Office of the Conference.
- 1.6.6 Conduct of Meeting. The Chair of the Board shall preside over and shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting.
- 1.6.7 Quorum. Except as may be otherwise specifically provided by statute, by the Certificate or by these Bylaws, seventy percent (70%) or more of the Disinterested Directors with respect to the matters to be considered at any meeting shall constitute a quorum for the transaction of business; provided, however, that if less than seventy percent (70%) or more of such Disinterested Directors are present at said meeting, a majority of such Disinterested Directors present may adjourn the meeting from time to time without further notice. The Directors present at a duly called or held meeting at which a quorum is present may continue to do

business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. The vote of a Director on any matter shall not be divulged by the Conference or by any other Director in press announcements, unless such Director expressly consents in advance to such disclosure; provided, however, that nothing herein shall prevent the Conference or the Directors from divulging the total number of votes for or against or abstaining from a vote. Once a quorum is present at a meeting, business may continue to be conducted at the discretion of the Chair of the Board even if Directors subsequently leave the meeting.

- 1.6.8 **Actions of the Board of Directors Without a Meeting.** Any action that is required to be or may be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth or indicating by reference to a separate communication the action(s) to be taken, are signed by all of the Disinterested Directors with respect to the issue subject to such action. Such consents shall have the same force and effect as a unanimous vote of the Directors at a meeting duly held, and may be stated as such in any certificate or document filed under the DGCL. Such consents shall be filed with the minutes of the meetings of the Board of Directors.
- 1.6.9 **Participation.** Members of the Board of Directors, or of any Committee (as defined below) designated by the Board of Directors, may participate in a meeting of the Board of Directors, or Committee, in person or by means of Remote Access; participation in a meeting in either such manner shall constitute Presence at the meeting for quorum and all other purposes.
- 1.6.10 **Committees.** The Board of Directors may authorize and designate, from time to time or on a regular basis, two or more Directors to constitute a committee of the Board of Directors (each, a "Committee"), and any such Committee, subject to the provisions of Section 1.5.2, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors establishing the Committee or its charter, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Conference. At all times the Conference shall have Committees designated as the Executive Committee and the Audit Committee, unless a majority of the Disinterested Directors Entitled to Vote affirmatively elects not to establish one or more of such Committees. In addition, a majority of the Disinterested Directors Entitled to Vote may authorize and establish, from time to time or on a regular basis, such other standing or special committees as it may deem advisable to act as an advisory committee to the Board of Directors. The members, terms and authority of such committees shall be established by the Board of Directors and may be set forth in the Rules (which terms applicable to such committees are incorporated by reference into these Bylaws and made a part hereof in all respects) or in the resolutions of the Board of Directors establishing such committees.
- 1.6.11 **Executive Committee.** The Executive Committee shall be comprised of the Chair of the Board, the Secretary/Treasurer and any Vice-Chair of the Board (as defined below) elected as an officer of the Conference. The Board of Directors may also appoint a Director as the Conference's representative to the NCAA Division I Board



of Directors, in which event such Director shall also be a member of the Executive Committee. The Executive Committee shall have full power and authority to act on behalf of the Board of Directors: (i) when expressly authorized in advance to do so by the Board; or (ii) in exigent circumstances that do not reasonably allow for action by the full Board of Directors by written consent or a meeting. Provided, however, the Executive Committee shall not have the power in and of itself to take any of the actions expressly set forth in Section 1.5.2. The Executive Committee shall report at each Annual Meeting, Regular Meeting or Special Meeting such matters considered or actions taken by it since the last meeting of the Board of Directors.

- 1.6.12 Audit Committee. The Audit Committee shall be comprised of the Secretary/Treasurer and two (2) other Directors. The Audit Committee shall review the financial statements of the Conference, shall perform such other duties and be vested with such authority as set forth in the charter of the Audit Committee adopted in accordance with Section 1.6.10, and shall have and may exercise all of the powers and authority as the Board of Directors may otherwise establish from time to time by resolution.
- 1.6.13 Written Signatures, Consents, or Agreements. When any provision of these Bylaws or the DGCL require that a document or other writing be "signed," "consented to in writing" "executed," or "taken or agreed to in writing" or other words of similar effect (including but not limited to any written consents in accordance with Section 1.6.8 above), then that requirement may be satisfied by: (i) a physical signature on any document that evidences the required intent relevant to the issue in question, regardless of form, delivered in physical form, facsimile, PDF or other electronic form of delivery, or other form of delivery; (ii) by any electronic communication that evidences the intent of the sender to consent or agree to the matter in question; or (iii) any other manner that complies with Delaware laws relating to electronic communications, electronic signatures, or other applicable laws.

SECTION 1.7- OFFICERS

- 1.7.1 Number. The corporate officers of the Conference (the "Officers") shall consist of a Chair of the Board, a Commissioner, and a Secretary/Treasurer (all as defined below). The Board of Directors may also elect as Officers one or more Vice-Chairs, one or more Assistant Secretaries, one or more Assistant Treasurers, and one or more Subordinate Officers (all as defined below). Any two or more offices may be held by the same person. All Officers of the Conference, as between themselves and the Conference, shall have such authority and perform such duties in the management of the property and affairs of the Conference as may be provided in these Bylaws or as are established by resolution of the Board of Directors.
- 1.7.2 Election and Term of Office. The Officers of the Conference shall be elected by the Board of Directors at the Annual Meeting. If the election of Officers shall not be held at such meeting, it shall be held as soon thereafter as may be convenient. Each Officer shall hold office until his or her successor shall have been duly elected or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided; provided, however, that without the express



consent of the Board of Directors, no Member is eligible to have its representative serve as Chair of the Board more than two (2) years within any six (6) year period.

- 1.7.3 **Vacancies.** If any office becomes vacant by reason of death, resignation, removal, disqualification or any other reason, or if any Officer of the Conference, in the judgment of the Board of Directors, is unable to perform the duties of his or her office for any reason, the Board of Directors may choose a successor to fill such vacancy or may delegate the duties of any such vacant office to any other Officer or to any Director of the Conference for the unexpired portion of the term.
- 1.7.4 **Removal; Resignation.** Any Officer or agent, including Subordinate Officers, elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Conference would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any Officer may resign at any time upon written notice to the Conference or Board of Directors.
- 1.7.5 **The Chair of the Board and Vice-Chair of the Board.** The Chair of the Board of Directors ("Chair of the Board") shall be a Director, and he or she shall preside at meetings of the Board of Directors in accordance with Section 1.6.6 above, the Executive Committee and the Executive Meetings (as set forth in Section 5.3.6 of the Rules, which section is incorporated herein and made a part hereof in all respects) and, subject to the direction and control of the Board of Directors, he or she shall direct the policy and management of the Conference. He or she shall perform such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chair of the Board, the Vice-Chair of the Board of Directors ("Vice-Chair of the Board") shall exercise all of the powers of the Chair of the Board. In the absence of the Vice-Chair of the Board, the Secretary/Treasurer shall exercise all of the powers of the Chair of the Board.
- 1.7.6 **The Commissioner.** The Commissioner shall be the chief executive officer of the Conference, subject to the direction and under the supervision of the Board of Directors. The Commissioner shall have general charge of the business affairs and property of the Conference and control over its agents and employees, and shall do and perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws or by the Board of Directors. The Commissioner shall be responsible for the general supervision of the operations of the Conference and shall employ such support personnel as necessary and that are consistent with the Rules. The Commissioner shall serve as the principal enforcement officer of the Rules and may conduct, or designate others to conduct, investigations of Members as provided in Section 7.2 of the Rules. The Commissioner shall have the responsibility for and is authorized to provide rulings and interpretations of the Rules. The Commissioner shall have the powers ordinarily given to the office of President in a for-profit corporation.
- 1.7.7 **Deputy Commissioner or Executive Associate Commissioner.** At the request of the Commissioner or in the event of his or her absence, disability or refusal to act, the Deputy Commissioner shall perform all the duties of the Commissioner and when so acting shall have all the powers of and be subject to all the restrictions upon the Commissioner. In the event of the Deputy Commissioner's absence,



disability or refusal to act, an Executive Associate Commissioner(s), Senior Associate Commissioner(s), Associate Commissioner(s) or Assistant Commissioner(s)) (or in the event there is more than one Executive Associate Commissioner, Senior Associate, Associate or Assistant Commissioner, the Executive Associate, Senior Associate, Associate or Assistant Commissioner(s) in the order of their seniority or designation) shall perform all the duties of the Commissioner and when so acting shall have all the powers of and be subject to all the restrictions upon the Commissioner. The Deputy Commissioner, Executive Associate Commissioner(s), Senior Associate Commissioner(s), Associate Commissioner(s) or Assistant Commissioner(s) need not be a member of the Board of Directors. Each of the Deputy Commissioner(s), Executive Associate Commissioner(s), Senior Associate Commissioner(s), Associate Commissioner(s) or Assistant Commissioner(s) shall have such powers and discharge such duties as may be assigned to him or her by the Commissioner or the Board of Directors, but shall not otherwise be a corporate Officer unless expressly designated as a Subordinate Officer by the Board of Directors.

- 1.7.8 The Secretary/Treasurer. The Secretary/Treasurer shall be a Director and shall: keep the minutes of the Board of Directors; see that all notices are duly given in accordance with the provisions of these Bylaws; have ultimate responsibility for supervision of the funds, securities, receipts and disbursements of the Conference; cause all monies and other valuable effects of the Conference to be deposited in its name and to its credit in such depositories as shall be selected by the Board of Directors or pursuant to authority conferred by the Board of Directors; cause to be kept correct books of account, proper vouchers and other papers pertaining to the Conference's business at the accounting office of the Conference; render to the Board of Directors annually an audited account of the financial condition of the Conference; and perform any other duties as from time to time may be assigned by the Board of Directors. These functions may be performed by other Officers or employees of the Conference under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall serve as a member of the Executive Committee as provided in Section 1.6.11 and of the Audit Committee as provided in Section 1.6.12.
- 1.7.9 The Assistant Secretary and Assistant Treasurer. The Assistant Secretary and Assistant Treasurer (or in the event there be more than one Assistant Secretary or Assistant Treasurer, in the order of their seniority, designation or election) need not be members of the Board of Directors and shall, upon request or in the absence or disability of the Secretary/Treasurer, perform the duties and exercise the powers of the Secretary/Treasurer, and shall be corporate Officers with the power to bind the Conference and perform such other duties as the Chair of the Board, the Commissioner, or the Board of Directors may designate. At all times, the Commissioner shall serve as an Assistant Secretary and Assistant Treasurer of the Conference.
- 1.7.10 Subordinate Officers. The Board of Directors may appoint, from time to time, such other corporate Officers as the business of the Conference may require (each a "Subordinate Officer"), each of whom shall be corporate Officers with the power to bind the Conference and have authority and perform such other duties as the

Chair of the Board, the Commissioner, or the Board of Directors may designate, and shall hold office until he or she resigns, is removed or is disqualified.

- 1.7.11 **Compensation.** The salaries or other compensation of the Officers shall be fixed from time to time by the Board of Directors; provided, however, that those Directors who are Officers shall not be entitled to receive compensation. The power to establish salaries of Officers, other than the Commissioner, may be delegated by the Board of Directors to the Chair of the Board, the Commissioner, or a Committee.

SECTION I.8- CONTRACTS. LOANS. CHECKS AND DEPOSITS

- 1.8.1 **Contracts, Deeds and Other Instruments.** Except as otherwise provided in these Bylaws, the Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any deed or other instrument in the name of and on behalf of the Conference, and such authority may be general or confined to specific instances.
- 1.8.2 **Loans.** No loans shall be contracted on behalf of the Conference and no evidences of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.
- 1.8.3 **Checks, Drafts and Other Documents.** All checks, drafts and other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Conference, shall be signed by such Officer or Officers, agent or agents of the Conference and in such manner as shall from time to time be determined by the Board of Directors. Endorsement of instruments for deposit to the credit of the Conference in any of its duly authorized depositories may be made by rubber stamp of the Conference or in such other manner as the Board of Directors may from time to time determine.
- 1.8.4 **Deposits.** All funds of the Conference not otherwise employed shall be deposited from time to time to the credit of the Conference in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION I.9- FISCAL YEAR

- 1.9 **Fiscal Year.** Except as from time to time otherwise provided by the Board of Directors, the fiscal year of the Conference shall extend from the first day of July to the last day of June of each year, both dates inclusive.

SECTION I.10- AMENDMENTS

- 1.10 **Amendments.** These Bylaws may be altered, amended or repealed and new Bylaws may be approved by the Board of Directors at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose only by the affirmative vote of seventy-five percent (75%) or more the Disinterested Directors Entitled to Vote on such issue, except for the provisions of Section 1.5.2 above and bylaws relating to matters for which a greater affirmative vote is required pursuant to Section 1.5.2,

which may be amended only by the affirmative vote of the number of Directors that would be required to take the action provided for in such bylaw.

SECTION I.II- INCENTIVE PLANS

- 1.11 **Incentive Plans.** In furtherance, and not in limitation, of the powers conferred by the laws of the State of Delaware, the Board of Directors, in its sole discretion, is authorized and empowered to establish bonus, pension, or other types of incentive or compensation plans for the employees, including Officers of the Conference, and to determine the persons to participate in any such plans and the amount of their respective participations; provided, however, that Directors and Directors who are Officers shall not be eligible for any incentive program or plan established pursuant to this Section 1.11.

SECTION I.I2- INDEMNITY POLICY

- 1.12 **Indemnity Policy.** The Conference shall indemnify the Directors, the Faculty Athletics Representatives, the Athletics Directors, Senior Woman Administrators, Officers and the Conference staff, or any of them, and may indemnify others as permitted by the DGCL as authorized by the Board of Directors (each, a "Covered Person"), against any costs (including attorneys' fees), expenses, judgments, fines, and other amounts reasonably incurred by such Covered Persons, or any of them in connection with any claim demand, suit, or proceeding, civil or criminal, arising out of and related to acts performed while such Covered Persons are serving in official capacities on behalf of the Conference (including but not limited to persons serving as officers or committee members) to the fullest extent permitted under the DGCL. In addition, the Conference may enter into such agreements to indemnify any or all Covered Persons, or purchase and maintain insurance coverage by or on their behalf, as approved by the Board of Directors.

SECTION I.I3- MISCELLANEOUS PROVISIONS

- 1.13.1 **Books and Records.** The Conference shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Members and Board of Directors and of the Executive Committee or other Committees when exercising any of the powers of the Board of Directors. The books and records of the Conference may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.
- 1.13.2 **Inspection of Bylaws.** The Conference shall keep in its Principal Office the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary/Treasurer, which shall be open to inspection by any Director or Member at all reasonable times during ordinary business hours.
- 1.13.3 **Notice.** Any notice or other document which is required by these Bylaws to be given shall be given by: (i) written notice delivered personally, by facsimile, U.S. Mail, overnight delivery service, or electronic mail; or (ii) posting to an electronic network or other form of electronic transmission or website or portal or other

method of delivery that may be approved from time to time by the Directors for such purpose.

- 1.13.4 Execution of Documents. An Officer who holds more than one office in the Conference may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one Officer.
- 1.13.5 Annual Report. An annual report shall be required, and shall be provided orally or in writing to the Board of Directors at the Annual Meeting or upon the completion of each fiscal year, stating the operations, prospects and finances of the Conference for such fiscal year and containing such other items as may be reasonably requested by the Board of Directors.

SECTION 2- BUDGET AND DISTRIBUTION POLICY

- 2.1 Budget Approval. The Board of Directors shall annually approve the Conference operating budget for the next immediate fiscal year during its Spring business meeting, including the amount of revenue to be distributed. Distribution of revenue in excess of the annual budgeted distributable net revenue from additional sources (e.g., second BCS bowl appearance) shall be determined by the Board of Directors during the annual spring meeting.
- 2.2 Member Assessments. The Conference shall fund its operations from revenues received from third party sources. The Board of Directors may from time to time vote to assess the Members to meet the operating and capital expenses of the Conference and enable the Conference to operate as provided in these Bylaws, the Rules and the Certificate.
- 2.3 Revenue Distribution. Subject to adjustment as provided in Section 2.4 below and Section 7.5 of the Rules, the revenues received by the Conference shall first be used to pay the operating and other expenses incurred or fund reserves established by the Board of Directors of the Conference, and thereafter the remainder (the "Net Distributable Revenues") shall be distributed as follows:
- 2.3.1 Payment of Member Subsidies and Member-Designated Revenues. Member participation subsidies payable by the Conference to a Member in connection with such Member's participation in post-season competition in accordance with rules established from time to time by the Board of Directors of the Conference, and revenue received by the Conference from the NCAA that is designated by the NCAA to be paid directly to a given Member for items such as NCAA grants-in-aid, academic enhancement payments, and student-athlete welfare payments, shall be paid to such Member and shall not be distributed pursuant to Section 2.3.2 below.
- 2.3.2 Equal Distribution of All Other Net Distributable Revenue. All Net Distributable Revenues other than those distributed pursuant to Section 2.3.1 above shall be distributed to each Member in equal proportions, except that if a given Member has executed a written agreement with the Conference resulting in such Member receiving a distribution in a given year that is less

than the distribution of revenues that such Member would otherwise have received pursuant to this Section 2, then: (i) the amount of Net Distributable Revenue that is distributed to such Member shall be the lesser agreed-on amount; and (ii) the reduction in the amount distributable to such Member shall be distributable to all other Members (excluding any Member(s) that have similarly executed a written agreement resulting in such Member(s) receiving a distribution in a given year that is less than the distribution of revenues that such Member would otherwise have received pursuant to this Section 2) in equal proportions.

- 2.4 **Adjustment of Revenue Distribution Upon Telecast of More Than One Football Game on Permitted Member Institution Outlets.** Members may televise football games (other than the Member Institution Retained Football Game (as defined in the Conference's Amended and Restated Telecast Rights Agreement with FOX Cable Networks, Inc. and FOX Broadcasting Company (collectively, "FOX") and the Conference's Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., and ESPN Enterprises, Inc. (collectively, "ESPN/ABC"), each dated effective as of July 1, 2012 (collectively, the "Media Rights Agreements")) (a "MIRFG")) on their Permitted Member Institution Outlets (as defined in the Media Rights Agreements) (a "PMIO") only when two institutions agree and the requisite consent or sublicense from FOX or ESPN/ABC, as applicable, is obtained. Members may agree to purchase or sublicense one or more football games beyond the MIRFG from FOX or ESPN/ABC to air on a PMIO, provided that both Members involved in such game and FOX or ESPN/ABC, as applicable, agree to such purchase or sublicense in accordance with the terms of the Media Rights Agreements (an "Additional Game"). If such purchase or sublicense occurs, then the pro rata share of the Conference distribution due to the Member or Members on whose PMIO such Additional Game is telecast shall be reduced by \$200,000 per Additional Game for each such Member on whose PMIO the Additional Game is telecast (or \$400,000 if both Members telecast the Additional Game in addition to their MIRFG on their PMIO) (the "Reduction Amount"), and the Reduction Amount shall be reallocated in equal proportions to the other Members who do not participate in such game. The Reduction Amount shall be reduced if the normal rights fee from the television platform on which the Additional Game is telecast is less than \$200,000, in which event the Reduction Amount shall be the amount of the actual rights fee for such Additional Game.
- 2.5 **Conference Assets and Reserves.** The Board of Directors may establish such reserves as it may determine appropriate from time to time and may fund such reserves from Conference revenues and assets and establish the form of such reserves (which may be in the form of reserve accounts or other assets) in the manner the Board of Directors determines to be appropriate. No Member shall have any right in any revenues, assets, or reserves of the Conference until such revenues, assets, or reserves are approved for distribution by the Board of Directors pursuant to the foregoing provisions of this Section 2.

SECTION 3- WITHDRAWAL AND SANCTIONS

- 3.1 **Withdrawal.** Notwithstanding the commitment of each Member set forth in Section 1.2.3 above, a Member may only withdraw from the Conference, cease to be a member in the Conference, or otherwise fail to fully participate in the activities of the Conference in contravention of its commitment to remain a Member in the Conference for such ninety-nine (99) year period (“Withdraws” or “Withdrawal”) by fully complying with the provisions of these Bylaws and by paying the Buyout Amount (as defined below). Each Member acknowledges and agrees that the Withdrawal of a Member and the payment of the Buyout Amount and implementation of the provisions of these Bylaws does not abrogate the obligations of such Withdrawing Member (as defined below) pursuant to that certain Amended and Restated Grant of Rights Agreement dated effective as of July 1, 2012, or any replacement or extension thereof or other agreement pursuant to which such Member grants the right to telecast some or all of its sporting events to the Conference (a “Grant of Rights Agreement”). The Grant of Rights Agreement which will remain in full force and effect as to such Withdrawing Member and the Withdrawing Member shall continue to be fully bound under the Grant of Rights Agreement after Withdrawal for the remainder of the term of any Grant of Rights Agreement as if it remained a Member of the Conference, but the Withdrawing Member shall not be entitled to payment of any amounts or any other benefits arising under the Grant of Rights Agreement after Withdrawal.
- 3.2 **Withdrawing Member.** A Member (a “Withdrawing Member”) may Withdraw, or shall be deemed to have Withdrawn, as a Member of the Conference: (i) if it gives notice of the intent to Withdraw to the Conference; or (ii) if a Supermajority of Disinterested Directors by affirmative vote determines that such Member: (A) makes statements or takes actions that are determined by a Supermajority of Disinterested Directors to evidence the intent of such Member to withdraw from the Conference either currently or in the future; (B) breaches or evidences its intent to breach or not honor and fully comply with its obligations to the Conference under these Bylaws or the Grant of Rights Agreement for the entirety of the respective terms thereof; (C) if a third party offers to, or attempts to induce a Member to, leave the Conference and/or breach or not to fully perform its future obligations under the Grant of Rights Agreement and the Member does not both (1) inform the Conference of such action as promptly as possible (but in any event not later than twelve (12) hours after such action) and (2) immediately and unconditionally reject that offer in a form and manner reasonably acceptable to the Commissioner; or (D) if a Member otherwise takes or fails to take actions that are determined by a Supermajority of Disinterested Directors to be contrary to the best interests of the Conference taken as a whole.
- 3.3 **Notice Date and Interim Period.** The “Notice Date” of the Withdrawal shall be the date of the occurrence of the event that causes the Withdrawal under Section 3.2 above. The “Effective Date” of the Withdrawal shall be the June 30 that next follows the end of the period that is 18 full calendar months following the Notice Date, unless an earlier date is established by a Supermajority of Disinterested Directors in its sole discretion. The period from the Notice Date to the Effective Date is referred to herein as the “Interim Period.”

3.4 **Buyout Amount.** Any Withdrawing Member shall pay to the Conference a commitment buyout fee (the "Buyout Amount") in an amount equal to the sum of the amount of distributions that otherwise would be paid to the Member during the final two years of its membership in the Conference. The Withdrawing Member shall be deemed to have agreed to forfeit all distributions of any type that otherwise would have been made to the Withdrawing Member during the Interim Period (the "Distribution Withholding") and the Conference shall not pay the Distribution Withholding to the Withdrawing Member. A Withdrawing Member agrees to pay to the Conference the amount by which the Buyout Amount exceeds the Distribution Withholding, with such payment to be made not later than the Effective Date. In addition,

- if (A) by legal action or otherwise, a Withdrawing Member, or any other person or entity, attempts to challenge or oppose or interfere with, or challenges or opposes or interferes with, (i) the payment of the Buyout Amount by the Withdrawing Member or the withholding of the Distribution Withholding by the Conference, (ii) the enforcement by the Conference of its rights under the Grant of Rights Agreement or the performance by the Withdrawing Member of its obligations under the Grant of Rights Agreement, or (iii) the right of the Conference's telecast partners to televise games of the Withdrawing Member under the terms of the Grant of Rights Agreement during its then-remaining term; or (B) for any other reason the Conference's telecast partners are unable to produce and telecast games of the Withdrawing Member during the then-remaining term of the Grant of Rights Agreement or the Conference is unable to realize the revenues relating to those games from its telecast partners,
- then the Members agree that such actions, in breach of the Withdrawing Member's agreements in these Bylaws, cause additional damage to the Conference and therefore that the Buyout Amount shall be increased by, and shall also include, and the Withdrawing Member shall be obligated to pay to the Conference immediately upon the occurrence of any of the foregoing events, the amount of all actual loss, damage, costs, or expenses whatsoever (including but not limited to lost revenues, damage to reputation and public image, and damage to relationships with related parties) incurred by the Conference or any of its remaining Members directly or indirectly related to that challenge or opposition, whether economic or otherwise.

Each of the Members agrees that Withdrawal of a Member contrary to its commitment to the Conference and the other Members pursuant to Section 3.1 above would cause damage and financial hardship to the Conference and the other Members without regard to the continued enforcement of the Grant of Rights Agreement, that the financial consequences to the Conference and its remaining Members cannot be measured or estimated with certainty at this time, and that the payment of the Buyout Amount is a reasonable method of compensating the Conference and the other Members for such damage and financial hardship and shall not be construed as a penalty.

3.5 **Effect of Withdrawal.** The term of office of any Director representing a Withdrawing Member shall automatically expire and such Director shall no longer

be a Director of the Conference effective as of the Notice Date and such Withdrawing Member shall not be entitled to have a Director representative on the Board of Directors during the Interim Period or thereafter. During the Interim Period and thereafter: (i) the number of Directors shall automatically be reduced by the number of Withdrawing Members and the calculation of the Disinterested Directors Entitled to Vote, the Majority of Disinterested Directors, and the Supermajority of Disinterested Directors shall exclude for all purposes the position on the Board of Directors previously represented by the Withdrawing Member(s); and (ii) neither the Director representing any Withdrawing Member nor such Member's representatives on any Advisory Committee (as defined in the Rules) shall be entitled to attend any meeting of, vote on any matter before, notice of any meeting of, or copies of materials distributed to, the Board of Directors or any Advisory Committee.

- 3.6 Sanction of a Member. The Conference may sanction ("Sanction" and "Sanctioned" and variations thereof) a Member by the affirmative vote of a Supermajority of Disinterested Directors at any meeting of the Directors at which the Director representative(s) of the Member(s) that are the subject of such vote has been given reasonable prior notice and the reasonable opportunity to be present and to be heard. A Supermajority of Disinterested Directors may take such action if, after the Member's opportunity to be heard, a Supermajority of Disinterested Directors determines that such Member has: (i) violated any provision of these Bylaws or the Rules and other regulations established from time to time by the Board of Directors that govern the Conference or the Grant of Rights Agreement; (ii) engaged in any action or a course of conduct materially adverse to the best interests of the Conference taken as a whole; (iii) taken or omitted to take any other action that could be the basis for Withdrawal as described above if a Supermajority of Disinterested Directors does not elect to deem the action to constitute a deemed Withdrawal at that time; or (iv) otherwise taken any action or omitted to take an action that a Supermajority of Disinterested Directors determines merits Sanctions. In accordance with the preceding sentence, a Supermajority of Disinterested Directors shall, in its sole discretion, be empowered to determine whether any Sanctions are appropriate, the type, extent, and conditions to any Sanctions imposed, and impose such Sanctions on a Member depending, in each case, on factors that a Supermajority of Disinterested Directors deems to be relevant, including but not limited to the severity of the harm to the Conference taken as a whole resulting from the action or inaction set forth in the preceding sentence. Without limiting the foregoing and merely as an illustration of the types of Sanctions that could be considered by a Supermajority of Disinterested Directors are prohibitions on appearance in postseason events or televised events, restrictions on revenue distributions, and limitations on recruiting or scholarships.

SECTION 4- PERMITTED MEMBER INSTITUTION OUTLETS

- 4.1 Permitted Member Institution Outlets. Each Member shall not, and shall cause its PMIO not to, produce, telecast, show, or otherwise distribute on its PMIO (while such PMIO is acting in the capacity as such Member's PMIO) any high school games or highlights of high school games. Pursuant to NCAA interpretations, it is

permissible to use scores, standings, and statistics of high school games on a PMIQ.

EXHIBIT C

Rules

[Attached]

RULES

RULES

SECTION 5- ORGANIZATION

5.1 **Organization.** Each Member Institution shall be represented in the Conference by a Chief Executive Officer (who shall be the President or Chancellor of each Member Institution and who shall serve as such Member Institution's representative on the Board of Directors), a Faculty Athletics Representative, an Athletics Director, and a Senior Woman Administrator. The Conference shall be governed and administered by the Board of Directors ("the Board"), and the following Advisory Committees, as authorized in the Bylaws of the Conference: Faculty Athletics Representatives ("FARs"), Athletics Directors ("ADs") and Senior Woman Administrators ("SWAs") (the Faculty Athletics Representatives, Athletics Directors and Senior Woman Administrators may be referred to herein collectively as "Advisory Committees" and each individually as an "Advisory Committee"). In addition, as authorized in the Bylaws, the Conference shall have such Standing Committees as are specified in Rule 5.4 herein.

5.1.1 **Board of Directors.** The Chief Executive Officer of each Member Institution (President or Chancellor) who is ultimately responsible for intercollegiate athletics shall serve on the Board of Directors. As the governing board of the Conference, the Board has authority over all functions and activities of the Conference not otherwise specifically limited by a Conference Rule. The powers and responsibilities of the Board of Directors are set forth in the Bylaws.

5.1.2 **Faculty Athletics Representatives.**

(a) The FARs shall consist of a representative of each Member Institution appointed by the Chief Executive Officer of such Member Institution who shall be a person of professorial rank who does not receive pay primarily for services rendered in connection with intercollegiate athletics (each "FAR"). It is the responsibility of the FARs to act on recommendations from the ADs and SWAs, to recommend rule and policy changes or adaptations, act on all eligibility matters, recommend a Conference budget, review recommendations from the Conference office, refer items to the attention of the ADs and SWAs, act on recommendations from Standing Committees which are referred to it, and evaluate accomplishment of the Conference's purposes.

(b) All FAR actions are effective following FAR approval. The FAR actions will be placed on the agenda for an Annual, Regular or Special Meeting of the Board of Directors for their review at which time the Board has the opportunity to review and alter any action of the FARs.

5.1.3 **Athletics Directors.** The ADs shall consist of representatives of each Member Institution appointed by the Chief Executive Officer of such institution who

shall be a AD at that Member Institution (each an "Athletics Director"). The AD shall be a full-time employee of the Member Institution. The ADs is:

- (a) Responsible for carrying out Conference operations and implementing policies and procedures related to competition, including scheduling, television and bowl negotiations, championship and tournament site selection and procedures, and officiating; and
- (b) Responsible for oversight of all authorized enterprises and activities of the Conference.

Actions of the ADs shall be forwarded to the FARs for further action. If approved by the FARs, the effectiveness of any action shall be determined in accordance with Rule 5.1.2-(b).

5.1.4 Senior Woman Administrators. The SWAs shall consist of the highest ranking female intercollegiate athletics administrator (or the next highest ranking female athletics administrator should the AD be female) of each Member Institution as appointed by the institution. The SWA shall be a full-time female employee of the Member Institution. Actions of the SWAs shall be forwarded to the ADs. The SWAs shall:

- (a) Be responsible for providing initial review of sport committee recommendations, policies and procedures related to all competition other than football and men's basketball; and
- (b) Be responsible for providing initial review and recommendations pertaining to policies and procedures relative to championships and awards programs for all sports;
- (c) Assist in the operation of the Conference by providing advice and advocacy involving any Conference issue and more specifically by providing leadership through proposing Conference actions and policies for the enhancement of gender equity and diversity.

5.1.5 Noncontroversial Recommendations. The chair of an Advisory Committee or standing committee whose charge is to take initial action on sport committee recommendations may use its discretion to designate a sport recommendation as noncontroversial, provided the recommendation has no budget impact, no adverse academic impact and does not significantly alter current policies and procedures. Such recommendations will be forwarded to all Advisory Committees. Upon receipt of the noncontroversial recommendations and for "check and balance" purposes, the Advisory Committees will have seven (7) business days to request further review of any sport recommendation based on any concern that the matter could be considered controversial in nature. At the conclusion of the seven (7) business days, recommendations that do not receive a request for further review shall be considered affirmed. For purposes of this policy, a business day is any

weekday that is not recognized as a national holiday, including any weekday which an institution is closed for other reasons (e.g., holiday break).

- 5.2 **Chair and Vice Chair of Each Advisory Committee.** Beginning July 1 of each year, the FAR, AD and SWA from each Member Institution shall serve as Chair of their respective advisory committee for one (1) year in the following order. In the absence of the Chair, the Vice-Chair may exercise all of the powers of the Chair. The Vice-Chair shall be designated from the Member Institution that will serve as Chair for the ensuing year.

2021-2022	Iowa State University
2022-2023	University of Texas at Austin
2023-2024	Kansas State University
2024-2025	Oklahoma State University
2025-2026	University of Kansas
2026-2027	Texas Christian University
2027-2028	West Virginia University
2028-2029	Texas Tech University
2029-2030	Baylor University
2030-2031	University of Oklahoma

- 5.3 **Procedures for Meetings of Advisory Committees.**

- 5.3.1 **Agenda Items.** In advance of each regularly scheduled Advisory Committee meeting, proposed agenda items shall be solicited from the committee's membership by the Conference staff. In consultation with the Commissioner, the chair of each Advisory Committee shall have the responsibility of preparing and distributing the agenda at least seven (7) days before the meeting and may place additional items on the agenda to be distributed. With the consent of at least seven (7) of the members of an Advisory Committee, items requiring action may be added to the agenda established for a meeting of the FARs, ADs or SWAs, as the case may be. A discussion item may be added to the agenda of an Advisory Committee meeting at the discretion of the Chair. A discussion item added by the Chair may become an action item with the consent of at least seven (7) members of the committee.
- 5.3.2 **Substitutions.** Substitute representatives shall not be permitted for FARs, ADs or SWAs at regularly scheduled meetings of each such Advisory Committee, except when the Chief Executive Officer of a Member Institution requests such representation.
- 5.3.3 **Annual Meetings.** At least one (1) Annual Meeting of each of the Advisory Committees shall be held. At the Annual Meeting, each Advisory Committee shall recognize the next Chair who shall serve a one-year term according to the rotation plan established by Rule 5.2.

- 5.3.4 **Regular Meetings.** Regular meetings of each of the Advisory Committees shall be held at such times as each such committee may determine; provided, however, in addition to the Annual Meeting of each of the Advisory Committees, there shall be at least three (3) regular meetings of each such Advisory Committee each year.
- 5.3.5 **Special Meetings.** Special meetings of each of the Advisory Committees may be called by or at the request of a majority of the Board of Directors, the Executive Committee of the Board of Directors, the Chair of each such Advisory Committee, or five (5) of the members of such Advisory Committee upon written or printed notice served personally to each member of the Advisory Committee or by mail, electronic mail or facsimile to his or her address.
- 5.3.6 **Board of Directors-Joint Council Meetings.** Board of Directors-Joint Council meetings consist of the Board of Directors, together with the FARs, ADs, and SWAs and shall be held upon the call of the Executive Committee of the Board of Directors. The Chair of the Board of Directors or his or her designee presides at such meetings. The agenda for such meetings can include any item relative to Conference operation, rules, or policies. At least one (1) Board of Directors-Joint Council meeting shall be held each year.
- 5.3.7 **Joint Council Meetings.** Joint Council meetings consist of the FARs, ADs, and SWAs, and shall be held upon the call of the Chair of the FARs. Each Member Institution will have one (1) vote at such meeting, which vote will be placed by the FAR. The agenda for such meetings shall be prepared by the Chair of the FARs and can include any item relative to Conference operation, rules, or policies. Joint Meetings may be held at the time of each annual or regular meeting of the FARs, ADs and SWAs. Normally, at least two (2) Joint meetings shall be held each year.
- 5.3.8 **Enactment of Conference Rules.** New Conference Rules shall not be applied retroactively, except a currently enrolled student-athlete shall receive the benefit of any new Rule that works to the student-athlete's advantage.
- 5.3.9 **Notice.** Notice of any meeting of an Advisory Committee shall be given at least seven (7) days previously thereto by written notice delivered personally, by facsimile, mail, overnight mail, or electronic mail to each member at his or her business address or electronic mail address. If mailed or overnight mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage thereon prepaid. If notice is given by electronic mail or facsimile, such notice shall be deemed to be delivered upon receipt. Except as otherwise provided in Rule 5.3.1 herein, the business to be transacted at and the purpose of any meeting of each Advisory Committee must be specified in the notice or waiver of notice of such meeting.
- 5.3.10 **Place of Meeting.** Meetings of each Advisory Committee shall be held at such place as provided in the resolution, notice, waiver of notice or call of such

meeting, or if not otherwise designated, at the Principal Office of the Conference.

- 5.3.11 **Conduct of Meeting.** Subject to the last sentence of this paragraph, the Chair of each Advisory Committee shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting. At any time at the beginning of or during a meeting, however, a member may demand on the record of such meeting that Robert's Rules of Order be followed with respect to any subsequent action at such meeting with respect to a specific issue specified in such demand.
- 5.3.12 **Quorum.** Seven (7) or more members of each Advisory Committee shall constitute a quorum for the transaction of business, and the vote of six (6) or more members of such Advisory Committee shall be required for the approval of any matter before such Advisory Committee. If less than seven (7) members are present at a meeting, a majority of the members present may adjourn the meeting without further notice. If a duly-called meeting begins with a quorum and subsequently enough members leave so that the meeting lacks a quorum, the consideration of business may continue subject to the requirement that matters for consideration still must be approved by six (6) or more members. Except as otherwise requested by a member, the vote of individual members of each Advisory Committee on any matter shall not be recorded in the minutes for such meeting. The individual votes of members of each Advisory Committee shall not be divulged by the Conference or by any other member of such Advisory Committee in press announcements, except as consented to in advance by such member.
- 5.3.13 **Participation.** Members of an Advisory Committee may participate in a meeting by means of videoconference, teleconference or similar communication equipment as long as all persons participating in the meeting can hear each person; participation in a meeting in this manner shall constitute presence in a person at the meeting.
- 5.3.14 **Actions Without a Meeting.** Any action that is required to be or may be taken at an Advisory Committee meeting may be taken without a meeting if consents in writing, setting forth the action so taken, are executed by all of the members of such Advisory Committee. Such consents shall have the same force and effect as a unanimous vote at a meeting duly held. Such consents shall be filed with the minutes of such Advisory Committee.
- 5.4 **Standing Committees.**
- 5.4.1 **Procedures for Meetings.** Unless otherwise provided, appointments to Standing Committees will be made by the Administrative Committee. Each Standing Committee shall meet on an "as needed" basis. Meetings of the Standing Committees may be called by the Board of Directors, the Executive Committee of the Board of Directors, the Commissioner, or by the Chair or a majority of the members of such Standing Committee. Unless waived in

writing by each member, notice of any meeting of a Standing Committee shall be given at least ten (10) days previously thereto by written notice delivered personally, by facsimile, mail, electronic mail, or overnight mail to each member of such Standing Committee at his or her business address or electronic mail address. Meetings of each Standing Committee shall be held at such place as shall be provided for in the notice of such meeting. Members of a Standing Committee may participate in a meeting by means of a videoconference, teleconference or other similar communication equipment as long as all persons participating in the meeting can hear each person. Recommendations shall be forwarded in a manner consistent with Section 13 – Governance Structure.

- 5.4.2 **Academic Committee.** The Academic Committee shall address academic matters including, but not limited to, Conference eligibility rules, national academic issues, legislative proposals that have an impact on academics, NCAA Academic Performance Program and Conference academic awards except the Dr. Prentice Gautt Postgraduate Scholarship recipients. The Committee shall provide an annual review of Conference academic performance data to identify Conference trends in the Academic Performance Rate (APR) and Graduation Success Rate (GSR) and provide recommendations as appropriate. The Committee shall act as an advisory committee for the Directors of Student-Athlete Support Services (DSASS). This Committee shall be comprised of four (4) FARs, two (2) DSASS and one (1) athletics administrator.
- 5.4.3 **Administrative Committee.** The Administrative Committee shall be responsible for (1) the process for determining membership and chairship of Standing Committees on the basis of interest and experience; (2) coordinating the Conference's nominating process for NCAA Committees; and (3) assisting the Conference staff in planning the Conference's meetings and services. The membership of the Committee shall be comprised of the then current chair of the FARs, the immediate outgoing chair of the ADs, and the incoming chair of the SWAs, each serving one-year terms. The composition will also include two (2) additional members from each Advisory Committee and the two additional FARs shall be the immediate outgoing chair and the incoming chair. Further, at least six (6) of the Member Institutions must be represented.
- 5.4.4 **Audit Committee.** The Audit Committee's primary purposes are to: (1) assist Board oversight of the integrity of the Conference's financial statements and systems of internal controls regarding finance, accounting, and legal compliance; and (2) exercise its direct responsibility for the appointment, compensation, oversight and retention of the Conference's independent auditors in performing audit services for the Conference and assist Board oversight of such auditor's qualifications, independence and performance. This Committee shall be comprised of the immediate past Chair of the Board, the current Vice-Chair of the Board, and the Treasurer of the Board, with the Big 12 Chief Financial Officer serving as staff liaison to the Committee. The Treasurer shall serve as the Chair of the Audit Committee. The Chief Financial

Officer of the University from which the Chair represents shall be considered an ex-officio member of the Committee.

- 5.4.5 Drug Testing Appeals Committee. The Drug Testing Appeals Committee shall have oversight of the drug testing program and serve as the appellate body. The committee shall consist of three voting members with staggered term limits, including two (2) FARs appointed by the FAR chair and a Commissioner- appointed institutional team physician or director of sports medicine from an institution other than one represented by the two FARs. The Commissioner or designee will chair the committee, but will not be a voting member. In the event an appeal involves the member institution of one of the committee members, the chair of the FARs will appoint a substitute FAR or team physician or director of sports medicine from another member institution. All decisions rendered by the committee are considered final.
- 5.4.6 Editorial Committee. The Editorial Committee shall recommend language to update and revise the Conference rules consistent with Conference and NCAA actions. The committee shall consist of the Commissioner and two (2) FARs, one (1) AD and one (1) SWA.
- 5.4.7 Finance and Budget Committee. The Finance and Budget Committee shall be responsible for advising the Conference on the development of the general Conference budget, including specific budgets for championships, tournaments, and other events. Its membership shall be comprised of the Commissioner, one (1) FAR, two (2) ADs and one (1) SWA.
- 5.4.8 Interpretations Committee.
- (a) Scope of Authority: The Interpretations Committee has authority to:
 - (i) Interpret a Conference Rule on an appeal from a Member Institution pursuant to Rule 7.1.
 - (ii) Interpret a Conference Rule on a referral by the Commissioner. The Commissioner has the discretion to refer a request for an interpretation either to the FARs or to the Interpretations Committee.
 - (iii) Grant a waiver pursuant to Rule 7.6 when the FARs on a temporary basis specifically has delegated such authority to the Interpretations Committee.
 - (b) Composition. The Interpretations Committee shall consist of the current and next chair of the FARs (according to the rotation set forth in Rule 5.2) and the Commissioner. In the event a matter involves the Member Institution of one of the FARs on the Interpretations Committee, that FAR shall be replaced by the immediate past chair of the FARs or the successor FAR from that institution. In the event a matter involves both FARs on the committee, the second replacement FAR shall be from the Member Institution next in the rotation to chair the FARs.

- (c) Appeal to the FARs. An interpretation of the Interpretations Committee pursuant to (a)(i) or (a)(ii) above is final as to the particular case for which the interpretation was rendered subject only to an appeal to the FARs by the FAR of the involved Member Institution. The FARs may approve, disapprove or modify an interpretation; the decision of the FARs is final.
- (d) Review by the FARs of Unappealed Interpretation pursuant to (a)(i) or (a)(ii) above. An Unappealed Interpretation rendered by the Commissioner or the Interpretations Committee is final as to the particular case for which the interpretation was rendered. Any such Unappealed Interpretation otherwise shall be in effect only until the first in-person meeting of the FARs held after the interpretation is rendered. At that meeting, the FARs may approve, disapprove, or modify the interpretation. In the event it disapproves or modifies the interpretation decision, the FARs will issue an interpretation, prospective in effect, that corrects the decision of the Interpretations Committee. The FARs also may embody its decision in a Conference Rule.
- (e) Waiver. A waiver decision made by the Interpretations Committee pursuant to a temporary delegation from the FARs is final as to the particular case for which the interpretation was rendered. Any such waiver decision shall be reported to the FARs for its review at its first in-person meeting held after the interpretation is rendered. The FARs will decide whether to approve, disapprove, or modify the waiver decision. In the event it disapproves or modifies the waiver decision, the FARs will issue an interpretation, prospective in effect, that corrects the decision of the Interpretations Committee. The FARs also may embody its decision in a Conference Rule.
- (f) Board of Directors. The Board of Directors shall have authority to review policy decisions of the Interpretations Committee or the FARs sitting as an interpretative body, but shall not have authority to vote on matters involving individual student-athletes, including their eligibility.

5.4.9 Dr. Prentice Gault Student-Athlete Experience Committee. The Dr. Prentice Gault Student-Athlete Experience Committee shall act in an advisory capacity for the SAAC and serve as the liaison between the SAAC and the FARs. It shall act as an advisory committee for the Directors of Life-Skills Services and the Head Athletics Trainers. It shall oversee the NCAA Student Assistance and Life Skills Enhancement Funds. The Committee shall approve the Dr. Prentice Gault Postgraduate Scholarship recipients and address student-athlete welfare issues including, but not limited to, health and safety issues and life-skills and leadership programming to enhance the total student-athlete experience by promoting opportunities and protecting student-athlete well-being. Its membership shall be comprised of three (3) FARs, one (1) AD, one (1) SWA, one (1) head athletic trainer, one (1) mental health professional, one (1) student-athlete support services professional and the Chair and Vice-Chair of the SAAC.

- 5.4.10 Student-Athlete Advisory Committee. The Student-Athlete Advisory Committee ("SAAC") shall deal with matters pertinent to all student-athletes in the Conference and the NCAA. Matters developed by the SAAC in its meeting may be appropriate to present to the Dr. Prentice Gautt Student-Athlete Experience Committee for consideration and/or action. Its membership shall be comprised of a male and female student-athlete, with one being from a historically underrepresented population (e.g., race, ethnicity, gender, sexual orientation, religion or disability), appointed from each Member Institution and the SAAC shall be assigned an FAR and SWA liaison.
- 5.4.11 Academic Performance Research. The Board of Directors may form a task force to examine issues relating to the academic performance of student-athletes pursuant to research protocols, which includes the informed consent requirement, as designed by the Academic Committee and approved by the Board of Directors. Any research conducted by the Academic Committee will be consistent with the Conference member institutional policies related to the protection of human research participants and data shall be submitted by the member institutions only on a redacted basis in which the identity of the individual student-athlete cannot be identified from the information submitted. The Academic Committee will treat the institutional identity of any data that is submitted by a given institution as confidential and, except for reports of its own information back to the submitting institution, will be reported only on a consolidated basis in the aggregate for all member institutions without identifying the submitting institution. Reports that include aggregate data and broad summaries may be made available to Member Institutions for their own internal use only and may not be disclosed or reported by the Academic Committee or the member institutions to third parties outside of the Conference or its member institutions without the prior approval of the Executive Committee of the Board of Directors.
- 5.4.12 Chairship. Chairs for standing committees shall be elected by the members of each such committee at the first meeting each fiscal year.
- 5.4.13 Staff Liaison. The Commissioner shall identify a staff member from the Conference office to serve as liaison and staff support to each of the Standing Committees.
- 5.5 Conference Meeting Expenses.
- 5.5.1 Expenses of Faculty Athletics Representatives, Athletics Directors and Senior Woman Administrators. The expenses of FARs, ADs and SWAs (or their respective designees) to attend annual, regular and special meetings shall be paid by each Member Institution.
- 5.5.2 Expenses of Coaches and Administrative Staff Members. The expenses of coaches and administrative staff members to attend annual, regular and special meetings shall be paid by each Member Institution.

- 5.5.3 Exception. When an individual member of an advisory committee, coach or other institutional staff member is representing the Conference at a specified event or attending a meeting of the standing committee, the Conference shall pay the actual and necessary expenses of that individual to represent the Conference at that meeting.
- 5.6 Coaches' Meetings. Conference-sanctioned annual meetings of the head coaches of each Member Institution may occur at convenient, cost-effective locations. Each Member Institution shall be allowed one (1) voting delegate per each group's meeting. Recommendations shall be forwarded in a manner consistent with Section 13- Governance Structure.
- 5.6.1 Head Coaches Mandatory Attendance Requirements. Head coaches must attend the Annual Conference Coaches Meeting or Teleconference or Videoconference and Conference Media Day, including in football, the ESPN Car Wash. Exceptions to this attendance requirement can only be granted in writing by the Commissioner after the coach's AD submits a written request for a waiver. Violations of this rule will result in a \$10,000 institutional fine for a first offense and a \$25,000 institutional fine for each subsequent offense.
- 5.7 Athletics Directors and Senior Woman Administrators Mandatory Attendance Requirement. ADs and SWAs must attend the Annual Conference Business Meeting (Spring Meeting). Exceptions to this attendance requirement must be submitted in writing and can only be granted by the Commissioner. Violations of this rule will result in a \$10,000 institutional fine for a first offense and a \$25,000 institutional fine for each subsequent offense.
- 5.8 Administrative Staff Meetings. The following administrative groups may hold Conference-sanctioned meetings at convenient, cost-effective locations or by videoconference: business managers, directors of compliance, directors of student-athlete support services, sports information directors, ticket managers, marketing coordinators, licensing coordinators, athletic development directors, athletics medical personnel and game managers.
- 5.9 Meetings with the Athletics Directors. A representative of each of the coaches and administrative staff groups as provided in Rules 5.6 and 5.8 shall meet with the ADs when requested.
- 5.10 Expenses. All expenses of university personnel in attending the meetings provided in Rules 5.6 and 5.8 shall be paid by each Member Institution; provided, however, when a head coach represents Conference coaches in their sport at a meeting of the ADs at a site that requires travel, the Conference shall pay the expenses of such coach.
- 5.11 Chairship. Chairs for each standing committee shall be elected by the members of each such group at its first meeting each fiscal year. The chair of each coaches group shall be the head coach from the institution which chairs the Conference

for the year. For those sports which do not have full membership, an alternate rotation shall be established.

- 5.12 Agenda Items. The chair of each group specified in Rules 5.6 and 5.8 shall solicit agenda items from the members of his/her group from the other Member Institutions. Agenda items can also come from one of the Advisory Committees, Board of Directors or from the Commissioner. The Commissioner is responsible for distributing the agenda prior to each meeting.

SECTION 6- ELIGIBILITY

- 6.1 Eligibility Rules. A student-athlete must comply with appropriate minimum requirements of the NCAA and the Conference in order to be eligible for athletically related aid, practice, and/or competition in any intercollegiate sport.
- 6.1.1 Exception. The Conference Rules in Section 6 do not apply to a sport if the Conference neither sponsors a championship nor schedules competition.
- 6.1.1.1 Letter of Intent. The Conference shall be a participant in the National Letter of Intent Program, and the Member Institutions shall conform to the program's operating procedures.
- 6.2 Qualifiers and Nonqualifiers. A student-athlete who initially enrolls, either full-time or part-time, at any collegiate institution, must meet the NCAA initial-eligibility requirements for qualifiers or academic redshirts or receive a NCAA Initial-Eligibility Waiver to be eligible for financial aid or competition. This rule applies to all student-athletes who enroll at a Member Institution, regardless of whether or not athletically related financial aid is awarded.
- 6.2.1 Summer Term Prior to Initial Full-Time Enrollment Exception. Summer enrollment prior to initial full-time enrollment does not constitute enrollment for the purposes of Rule 6.2.
- 6.2.2 Initial Eligibility Core-Curriculum Requirements Prior to Initial Full-Time Enrollment Exception. Enrollment in courses that will be used to satisfy initial eligibility core-curriculum requirements prior to initial full-time enrollment does not constitute enrollment for the purposes of Rule 6.2.
- 6.2.3 Partially-Approved NCAA Initial-Eligibility Waiver Exception. A nonqualifier student-athlete who initially enrolled at a Member Institution and received a partially-approved NCAA Initial-Eligibility Waiver is eligible to the extent authorized by the NCAA Initial-Eligibility Waiver decision and pursuant to NCAA Bylaws. A nonqualifier transfer who receives a partially-approved NCAA Initial-Eligibility Waiver remains subject to Rule 6.2.4.
- 6.2.4 Transfer Requirements.
- 6.2.4.1 Four-Year College Transfers. A nonqualifier, including those who received a partially-approved NCAA Initial-Eligibility Waiver, who

transfers from a four-year college (regardless of prior enrollment at any other collegiate institution) to a Member Institution, shall not be eligible for financial aid or competition unless the following requirements have been met prior to enrollment at the Member Institution:

- (a) Attended the most recent four-year college for at least three (3) semesters (excluding summer terms) as a full-time student; and satisfactorily completed at any collegiate institution at least 48 semester hours of transferable degree credit acceptable toward any baccalaureate degree at the certifying institution, including at least 36 semester hours from the most recent four-year college, with a minimum cumulative grade-point average of a 2.0; or
- (b) Graduated with a baccalaureate degree.

6.2.4.1.1 **2-4-4 Transfers.** A nonqualifier who transfers from a two-year college to a non-Conference four-year institution and then to a Member Institution shall not be eligible for financial aid or competition unless the student-athlete:

- (a) Met the requirements of Rule 6.2.4.3.1 prior to enrollment at the non-Conference four-year institution; or
- (b) Met the requirements of Rule 6.2.4.1 prior to enrollment at the Member Institution.

6.2.4.2 **International Institution Transfers.** A nonqualifier who transfers from an international collegiate institution shall be immediately eligible for financial aid, practice and competition, provided the student-athlete meets NCAA four-year college transfer requirements.

6.2.4.3 **Two-Year College Transfers.**

6.2.4.3.1 **Nonqualifiers.** A nonqualifier, including those who received a partially-approved NCAA Initial-Eligibility Waiver, who transfers from a two-year college (regardless of prior enrollment at any other collegiate institution) to a Member Institution shall not be eligible for financial aid or competition unless he or she meets NCAA transfer requirements prior to enrollment at the Member Institution.

6.2.4.3.2 **Academic Redshirts.** An academic redshirt who transfers from a two-year college (regardless of prior enrollment at any other collegiate institution) must meet the requirements of Bylaw 14.5.4.2.2 to be eligible for

financial aid and practice or Bylaw 14.5.4.3 to be eligible for financial aid, practice and competition.

- 6.3 Hardship Waivers. Member Institutions shall submit to the Commissioner or designee for approval all petitions for hardship waivers prior to August 1 following the academic year in which the injury or illness occurred (with the exception of the two-year transfer petitions). Waivers received after August 1 may be acted upon by the Conference staff; However, a report of belated hardship waivers will be provided to the FARs at its next regular meeting.
- 6.4 Certification.
- 6.4.1 6.4.1 Certification of Eligibility. The eligibility of each student-athlete is to be certified by a designated institutional officer outside the athletics department, according to a process approved by the FAR. Certification of eligibility must occur prior to allowing a student-athlete to represent the institution in intercollegiate competition.
- 6.4.2 Eligibility Reports. The record of the certification by the Certification Officer shall be filed with the institution prior to the first competition on a form maintained by the institution which shall include the approval of the head coach of the sport, the AD or his/her designee, the Certification Officer and the FAR and appropriate information to demonstrate the eligibility of a student-athlete.
- 6.4.3 Financial Aid Reports. Each institution shall comply with all financial aid legislation of the NCAA and the Conference. A copy of the Squad List for each sport shall be filed with the institution prior to the first competition for each sport and at the conclusion of the academic year.
- 6.4.4 Participation Reports. Participation reports shall be filed with the institution's Director of Compliance by July 15 for each sport sponsored by the institution. The reports do not have to be filed with the Conference office.
- 6.4.5 Accuracy of Certifications. The sole responsibility for the accuracy of the reports and the eligibility of the student-athletes rests with each Member Institution.
- 6.5 Recruiting Code of Ethics. One of the most visible areas in intercollegiate athletics is the recruitment of student-athletes by Member Institutions. Staff members of the athletic departments have the primary responsibility for wholesome conditions and honorable conduct of all individuals participating in the recruitment of student-athletes. Such staff members shall use their best efforts to ensure that the conduct of all individuals engaged in any form of recruitment for their Member Institution conforms to these standards:
- (a) All individuals engaged in the recruitment of prospective student-athletes shall be knowledgeable of and conform to all NCAA and Conference Rules governing recruiting;

- (b) Respect for the free choice of the prospective student-athlete and his or her family is to be acknowledged consistently;
 - (c) The National Letter of Intent, including the obligation undertaken by the signing of the prospective student-athlete, shall be fully explained to the prospective student-athlete and his or her family, with their attention called to each of the numbered items on each page of the document; and
 - (d) All discussions of financial aid with the prospect and/or family will be precise as to the qualifying conditions, terms, and duration of the aid.
- 6.6 Disciplinary Standards for Current Student-Athletes. Each Member Institution shall address serious misconduct (as defined in Rule 6.9) issues involving its current student-athletes through applicable institutional procedures.
- 6.7 Disciplinary Standards for Prospective Student-Athletes. Member Institutions must exercise diligence to identify and address, through institutional procedures, serious misconduct issues involving its prospective student-athletes, including transfers. Prospective student-athletes, including transfers who have committed serious misconduct (as defined in Rule 6.9) shall not be eligible for athletically related financial aid, practice or competition.
- 6.8 Compliance. Each Member Institution shall adopt and implement, and document compliance with reasonable due diligence and other procedures, standards and definitions to effect Rules 6.6 and 6.7 at that Member Institution.
- 6.9 6.9 Serious Misconduct Defined. For purposes of Rules 6.6 and 6.7, serious misconduct shall be defined by the Member Institution but that definition must include sexual assault and domestic violence.

SECTION 7- INTERPRETATIONS AND ENFORCEMENT OF RULES

- 7.1 Interpretations of Rules. A request for an interpretation of a Conference Rule may be made orally or in writing by a member of the Board of Directors, FARs, ADs, SWAs or Directors of Compliance. The Commissioner shall have authority to interpret any Conference Rule and make any related rulings or may refer the matter to the Interpretations Committee or the FARs for action. Furthermore, if an institution receives an unfavorable ruling or interpretation from the Commissioner, its FAR may appeal to the Interpretations Committee. If not appealed, the Conference staff will provide a written response and circulate the interpretation to the Conference membership.
- 7.2 Self-Reporting NCAA Violations.
- 7.2.1 Level III Violations. Level III violations of NCAA legislation shall be self-reported by each Member Institution in accordance with current NCAA legislation, any applicable Conference rule, directive or interpretation. Each

report shall be signed by the institution's FAR. Level III violations shall be filed with the NCAA.

- 7.2.2 **Potential Major Violations.** On matters involving major violations or alleged major violations of NCAA rules, the involved Member Institution may conduct its own investigation and file a self-report acting in concert with the NCAA enforcement staff. In addition, the involved Member Institution may proceed with the assistance of the Conference staff. In any event, the FAR of the involved Member Institution shall keep the Conference informed of significant developments.
- 7.3 **Reporting Alleged Violations by Another Member Institution.**
- 7.3.1 **Reporting.** Information regarding alleged violations of NCAA and Conference Rules committed by another Member Institution shall be sent from the compliance director or a senior athletics administrator from the institution making the allegation ("inquiring institution") to the compliance director or a senior athletics administrator at the institution about which the allegation is made ("responding institution") or reported to the Conference. The inquiry shall be specific and include any available documentation. If information is provided directly to the Conference, the Conference shall send the inquiry to the compliance director and faculty athletics representative at the responding institution.
- 7.3.2 **Findings.** The responding institution shall report its findings to the inquiring institution or Conference. The findings shall include if the standard penalties were applied and the date the violation was reported to the NCAA or Conference. If the findings were only reported to the Conference, the Conference shall forward the findings to the inquiring institution.
- 7.3.3 **Commissioner Review.** The Commissioner (or his designee) may review the information and, in cooperation with the involved Member Institution, determine the merit of the alleged violation. In the event the Commissioner deems it in the best interests of the Conference, the Commissioner may refer the matter involving possible violations of NCAA rules to the NCAA enforcement staff or direct the Member Institution to investigate and self-report pursuant to Rule 7.2.2.
- 7.4 **Ineligible Participation.** The Commissioner may impose sanctions when a student-athlete participates in a Conference contest or championship while ineligible as a result of: (a) an egregious violation of a Conference Rule or (b) a violation of an NCAA rule involving institutional culpability that is not subject to the jurisdiction of the NCAA Committee on Infractions. Results achieved by the ineligible student-athlete or the institution due to the ineligible participation may be vacated and any individual or team awards or trophies may be ordered returned to the Conference office. Additional penalties appropriate for the circumstances may also be assessed. If a Conference Rule has been violated and an institution seeks a waiver pursuant to Rule 7.6 to resolve eligibility issues of an

involved student-athlete, action taken by the FARs on such a waiver request shall not affect the authority of the Commissioner to impose sanctions.

- 7.5 **NCAA Sanctions.** If penalties imposed by the NCAA (or the Conference or the Member Institution, itself) prohibit postseason competition in a particular sport, the Member Institution—thus penalized shall not be eligible to participate in postseason conference championship events in that sport or serve as the automatic qualifier.
- 7.5.1 **Payment of Fines.** In the event a Member Institution is fined by the NCAA, or is required to return funds to the NCAA as a result of sanctions against it or due to the ineligible participation of a student-athlete, that Member Institution shall be solely responsible for the payment of those funds.
- 7.6 **Waivers/Exceptions.** The FARs shall have full power to grant waivers of and exceptions to Conference Rules for compelling, extenuating circumstances. As to Conference eligibility matters, the FARs may delegate the authority to grant waivers on a temporary basis to the Interpretations Committee.
- 7.7 **Special Cases.** The FARs shall have full power to act on all special cases not covered in these Rules.
- 7.8 **Enforcement.** If a violation of a Conference Rule has occurred, the Commissioner (or designee) shall have the authority to apply sanctions.

SECTION 8 - DRUG TESTING

- 8.1 **Purpose.** The Conference is concerned about the use of Big 12 and NCAA banned substances by Big 12 athletes. While the use of substances on the Big 12 and NCAA Banned Drug Classes List may result in severe sanctions for both the student-athlete and the Member Institution at which the student-athlete is in attendance, of greater concern to the Big 12 is the physical and psychological damage that such use can cause to a student-athlete. In an on-going effort to deter the use of banned substances and to protect the health and safety of all Big 12 student-athletes, the Conference has instituted the Conference Testing Procedures.
- 8.2 **Testing.** Drug testing of student-athletes shall be conducted yearly in a manner consistent with approved procedures and may include on-campus year-round testing as well as testing at championships.
- 8.3 **Positive Test – Sanctions.** A student-athlete who tests positive for the use of a banned substance, other than narcotics and cannabinoids as defined by the NCAA/Big 12 Banned Substances List, shall be sanctioned by the Big 12 Conference as outlined below:
- (a) The student-athlete will be immediately declared ineligible for further participation in regular-season and post-season competition;

- (b) The period of ineligibility will be for a minimum of 365 days from the date of the specimen collection that lead to the positive test result; and
- (c) The student-athlete shall also forfeit one season of competition in all sports because of the positive test result.

8.3.1 Second Positive Test. If the student-athlete tests positive a second time for the use of any banned drug, other than narcotics and cannabinoids, he or she shall lose all remaining Big 12 Conference regular-season and post-season eligibility in all sports.

8.3.2 Positive Test for Narcotics or Cannabinoids. With regard to a positive finding for the use of narcotics and cannabinoids as defined by the NCAA Banned-Substances List, an institution will be notified and shall impose a sanction consistent with institutional policy.

[Refer to the Big 12 Conference Drug-Testing Protocol and Procedures for the testing procedures and appeals process.]

SECTION 9- AWARDS

9.1 Conference Medal Awards. Each Member Institution may award Conference Medal Awards annually to the male and female student-athletes who have completed their athletic eligibility and who have made the most outstanding record in athletics and scholarship. No student-athlete shall be eligible for this award who has not had two (2) years of intercollegiate competition at the Member Institution.

9.2 Dr. Prentice Gautt Postgraduate Scholarship. A Dr. Prentice Gautt Postgraduate Scholarship in the amount of \$10,000 each shall be awarded annually to both a female and male scholar-athlete recommended by each Member Institution and confirmed by the Dr. Prentice Gautt Student-Athlete Experience Committee. The policy and procedures governing the Conference Postgraduate Scholarship Program are set forth in Appendix I.

9.3 Conference Honor Roll Program. The Conference shall sponsor a Commissioner's Honor Roll, which shall recognize all varsity student-athletes of a given semester who have achieved a 3.000 grade-point average or better for the that academic semester. This Honor Roll shall be published at the conclusion of Fall and Spring terms during the regular academic year.

9.4 Dr. Gerald Lage Academic Achievement Award. Awarded by the FARs, the Dr. Gerald Lage Academic Achievement Award shall annually recognize student-athletes that meet the following criteria: letter award winner, minimum of one academic year in residence at the institution and 100 hours of earned credit with a cumulative grade-point average of 3.80 or higher.

SECTION 10- CHAMPIONSHIPS AND SCHEDULES



- 10.1 Championship Dates and Sites. The dates and sites for all Conference championships shall be recommended to the ADs by the SWAs, and then presented to the FARs for approval during their annual meeting.
- 10.2 Schedules and Competition. Scheduling of Conference athletic events and championships during the final examination period of any Member Institution is prohibited, unless an exception is granted by the FARs as a matter of scheduling necessity. Scheduling of all forms of practice and competition during these periods is strongly discouraged. The rules and policies governing the making of schedules between Member Institutions are set forth in the Administrative Manual (as defined below in Section 11) for each sport.
- 10.3 Canceled Contests. A contest or meet that is required by the Conference and counts toward Conference standings may be canceled with the consent of the ADs and/or designees of the involved Member Institutions and the approval of the Conference. In the event a scheduled contest cannot be played as originally scheduled, every effort shall be made to reschedule such a contest at the earliest possible date, provided such rescheduling does not increase overall missed class time or interfere with examination periods, or other sports' prohibitions. If the two institutions cannot agree on a makeup date, the Commissioner will assign a makeup date for any game that is postponed, or shall have the authority to cancel/forfeit a game if there is no opportunity to reschedule a contest. A cancellation will be considered a "no-contest".
- In the event a team's travel plans are disrupted or otherwise adversely impacted because of inclement weather or other unforeseen occurrence, and a scheduled contest is thereby not played as originally scheduled, the Commissioner has the authority to declare a forfeit upon a determination that the traveling team did not make reasonable efforts to arrive in time for the scheduled contest. In such a case, ADs for the involved institutions will determine whether any reimbursement should be provided from the cancelling Member Institution to the host Member Institution. If the ADs cannot reach an agreement concerning reimbursement, the Commissioner has the authority to render a final decision.
- 10.4 Grounds. Member Institutions shall schedule and conduct all intercollegiate contests, where possible, on grounds either owned by or under the immediate control of one of the participating Member Institutions. Football games may be played on a field which precedent has established as an alternate home field for that Conference opponent.
- 10.5 Scheduling Obligations. Schedules for competition in all Conference sports shall be approved by the Conference office. Once approved, Member Institutions are to adhere to such schedules and any violation of this policy will subject the involved Member Institution to Conference enforcement procedures. Member Institutions may, but are not required to exchange game contracts.

SECTION II- SPORTS REGULATIONS

- 11.1 **Sponsorship of Intercollegiate Sports.** As an obligation of membership in the Conference, each Member Institution shall meet NCAA Division I Football Bowl Subdivision membership requirements, which includes sponsoring a minimum of 16 varsity sports, with the minimum of six varsity sports for men and a minimum of eight varsity sports for women. Further, a Member Institution must sponsor a minimum of six (6) men's sports and six (6) women's sports from the list below. The required men's sports shall be football and basketball; of the required women's sports, one (1) shall be basketball and one (1) shall be volleyball or soccer. Institutions that currently sponsor either volleyball or soccer may not drop these sports. Conference Rules shall apply to those sports in which the Conference sponsors a championship (regular season or postseason).

The following sports are sponsored by the Conference (indicates number of Member Institutions sponsoring the sport):

<u>Men</u>		<u>Women</u>	
Baseball	9	Basketball	10
Basketball	10	Cross Country	10
Cross Country	9	Equestrian	3
Football	10	Golf	9
Golf	10	Gymnastics	3
Swimming & Diving	3	Rowing	5
Tennis	6	Soccer	10
Track & Field- Indoor	9	Softball	7
Track & Field- Outdoor	9	Swimming & Diving	5
Wrestling	4	Tennis	10
		Track & Field- Indoor	10
		Track & Field- Outdoor	10
		Volleyball	9

- 11.1.1 **Conference Championship Sports Requirements.** In order for the Big 12 Conference to host a championship, that sport must include four institutions that satisfy "continuity-of-membership." In order to meet the "continuity-of-membership" requirement, a minimum of four institutions that sponsor the sport on a varsity intercollegiate basis must conduct conference competition together in Division I. (Note: The sports of equestrian, women's gymnastics men's swimming & diving and wrestling are "grandfathered" and retain championship status pending further review. In addition, the sports of equestrian and rowing maintain championship status).
- 11.1.2 **Notification Provision.** In order for the Big 12 Conference to successfully manage its sponsored sports, Member Institutions must maintain a minimum number of sports according to the Conference's sponsorship requirements. If a Member Institution chooses to discontinue a Conference-sponsored sport, confidential notification at the onset of the process must be provided to the Commissioner.

11.2 Principles and Standards of Sportsmanship. The regulation of the conduct of student-athletes, coaches, athletics department personnel and others shall be as provided in Section 12 hereto.

11.3 Administrative Sports Manuals. The rules and policies governing each sport recognized by the Conference shall be as set forth in the administrative manual for each such sport (each, an "Administrative Manual" and collectively, the "Administrative Manuals").

11.3.1 Delivery and Effect. The Administrative Manuals shall be forwarded via electronic transmission and shall have the status of Rules of the Conference.

11.3.2 Violations and Sanctions for Violations. Violations of Administrative Manual rules are subject to the following procedural guidelines with the understanding that the Commissioner may impose more severe sanctions if warranted:

- First offense: Private reprimand sent to AD;
- Second offense: Private reprimand sent to President or Chancellor with a warning of an institutional fine if the violation occurs again;
- Third offense: Financial penalty.

11.4 Travel Squad Restrictions.

(a) Regular Season Competition. The restrictions on size of travel squads set forth in subsection (c) shall apply to regular-season Conference competition that is required and scheduled by the Conference office. These limits apply to all student-athletes, whether they are in uniform and intending to compete or accompanying the team to an away from home competition (e.g., redshirt or injured student-athlete). If additional team members travel to the competition, it must be at their own expense and, in fairness to teams from greater distances, they should not be permitted to practice or be available for the games in case of injury or other circumstances.

(b) Conference Championship. For Conference postseason championships, the restrictions set forth in subsection (c) constitute the maximum competition squad size. Additional student-athletes who are eligible for competition may travel to the championship at institutional discretion but cannot dress in uniform, participate in pre-game warm-ups, or compete in the championship.

(c) Restrictions.

Baseball	30	Track & Field- Outdoor	32
Basketball	15	Rowing	42
Cross Country	10	Soccer	28
Equestrian	32	Softball	25
Football	70	Swimming	28

Golf	7	Tennis	9
Gymnastics	15	Volleyball	16
Track & Field – Indoor	26	Wrestling	13

11.4.1 Football Exception.

- (a) Exception for One Regular Season Game Per Year. Each institution may designate one (1) game per year in which it may travel and compete all players in their final year of eligibility as part of an expanded travel squad. It is the responsibility of each institution to communicate such designation in writing to the Conference office and host institution no later than the Monday preceding the contest.
- (b) Exception for the Conference Championship. For the Big 12 Football Championship, institutions are permitted to compete 70 plus all players in their final year of eligibility. (See Rule 11.4-(b) for travel restrictions.)

11.4.2 Baseball Exception. The following travel exceptions shall apply to the sport of baseball:

- (a) Exception for Non-conference Series. An institution playing a nonconference series adjacent to a Conference series is not prohibited by Conference rules from taking additional players to the Conference series. However, these players cannot dress in uniform, participate in pre-game warm-ups or compete.
- (b) Exception for Split Series. For those series played either at neutral sites, split between each team's campus and/or a combination thereof, there are no restrictions on the number of players who can dress in uniform for the originally designated host institution for the games on its campus or at neutral sites. The originally designated visiting institution may have an unlimited number of players in uniform only for games on its campus. The visiting team may also have an unlimited number of players in uniform for a single-game that is part of a split series between each team's campus and/or at a neutral site if there is no overnight travel.

11.4.3 Swimming and Diving Exception. Travel squads shall be limited to 28 equivalencies per championship meet. An entrant who swims shall be counted as (1) one competitor. Divers who are only competing in one (1) or two (2) diving events shall be counted as one-third (1/3). Divers competing in all three diving events shall be counted as one-half (1/2).

11.4.4 Final Season of Eligibility and Medically Unable to Compete Due to Incapacitating Injury or Illness Exception. An institution may travel any student-athlete who is in his or her final season of competition or will exhaust eligibility at the conclusion of the semester or academic year and who has been deemed medically unable to compete the remainder of the season due to an incapacitating injury or illness without counting the student-athlete

against the travel squad limits. The student-athlete may not miss class to travel with the team unless the missed class time is approved by the FAR in advance of the travel, and the institution must be able to provide medical documentation of the incapacitating injury or illness upon request of the Conference office.

SECTION 12- SPORTSMANSHIP AND ETHICAL CONDUCT

- 12.1 Principles of Sportsmanship and Standards for Conduct. The essential elements of character-building and ethics in sports are embodied in the concept of sportsmanship and six (6) core principles: trustworthiness, respect, responsibility, fairness, caring and good citizenship. The Member Institutions place great importance on the principles of sportsmanship and the ideal of pursuing victory with honor in intercollegiate athletics. Participation in athletics, including as a spectator, is a privilege and not a right.
- 12.2 General Statements of Responsibility. All those associated with the Conference athletic programs, including University personnel as well as fans, have responsibility to conduct themselves consistent with the principles of sportsmanship. The Conference adopts the following minimum standards of responsibility.
- 12.2.1 Institutional Responsibility. Member Institutions have the responsibility to take all reasonable steps to ensure that all university employees, students, and others in attendance at athletics events conduct themselves in a dignified manner and exhibit respect and courtesy towards game officials, other institutions and their employees, students (including student-athletes) and fans.
- 12.2.2 Athletics Department Responsibility. The Member Institution's AD shall have the responsibility to effectively communicate to all athletics department staff, coaches and student-athletes the basic principles of sportsmanship and standards for conduct. It must be made clear that concerns about Conference programs, such as officiating, and about other Member Institutions must be addressed within the Conference's governance structure and not in a public forum.
- 12.2.3 Game Management Responsibility. The Member Institution's AD shall have responsibility to take reasonable steps to create an environment that is fair and safe for visiting teams and officials. The AD, or his/her designee, must contact the visiting coach of a spectator sport to address any issues and identify the game manager who can respond to concerns during the contest and the location of this individual during the contest. Each institution must arrange its seating at spectator events so as to emphasize sportsmanship and minimize harassment of the visiting teams. Member Institutions shall also have a protocol that ensures the protection of all participants and related personnel, including safely escorting teams, coaches, officials and administrative staffs off the playing surface, particularly in the event of a post-game celebration (e.g., court or field storming).

- 12.2.4 **Coach Responsibility.** Coaches are expected to be role models and have the greatest influence over the young people in their programs and must continually emphasize the need for sportsmanship. Coaches have responsibility to control the behavior of their student-athletes and staff members to ensure they are demonstrating respect for their opponents, the game officials and the game itself. Coaches shall remain in their designated areas during a contest and refrain from behavior with the purpose of inciting the crowd toward negative conduct.
- 12.2.5 **Conference Responsibility.** The Commissioner shall have responsibility to promote and enforce these principles and standards of conduct in connection with all athletics events involving a Member Institution, including competition against non-conference institutions. The Commissioner shall have broad authority to interpret the standards, review disciplinary action taken by Member Institutions and further penalize those deemed to have violated the standards.
- 12.3 **Violations.** Violations of this rule requiring actions by the Commissioner are:
- 12.3.1 **Verbal or Physical Abuse.** Prior to, during and after a contest, coaches, student-athletes, members of the athletics department staff, spirit squads and others in attendance are prohibited from committing verbally or physically abusive acts toward game officials or an opponent's team members, coaching staff, institutional personnel or fans.
- 12.3.2 **Comments About Officiating.** Coaches, student-athletes, and institutional personnel are prohibited from making any public comment regarding the game officials or the officiating at any contest. The public airing of officiating matters, whether directly or indirectly, during or after a game, verbally or by use of video, on or off the record, is prohibited.
- 12.3.3 **Comments About Other Members.** Coaches, student-athletes, and institutional personnel are prohibited from making public comments that are negative about other Member Institutions, including, but not limited to, negative comments about the personnel, student-athletes, support groups and general matters related to the university, its location, etc.
- 12.3.4 **Court and Field Storming.** A Member Institution must safely escort the visiting team, coaches, officials and administrative staffs off the playing surface. All court and field storming incidents will be reviewed by the Conference.
- 12.3.5 **Other Misconduct.** In addition to the specific authority set forth in Rules 12.3.1, 12.3.2, 12.3.3 and 12.3.4 the Commissioner has the discretion to impose sanctions for other unsportsmanlike conduct that is contrary to or inconsistent with the principles and expectations set forth in Rules 12.1 and 12.2.
- 12.4 **Processing of Possible Violations.** When a Member Institution has reason to believe that a violation of Rule 12.3 has occurred or is aware of an incident



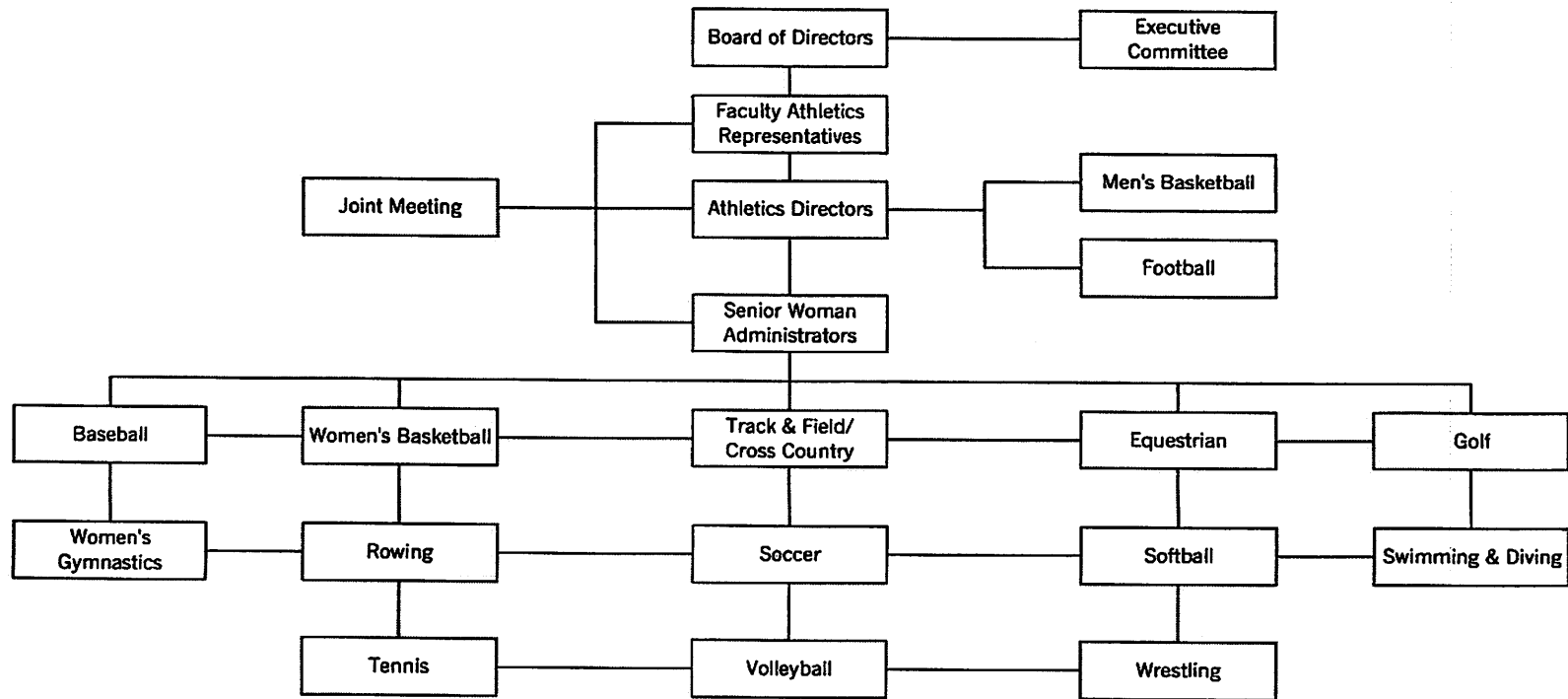
involving sportsmanship principles by either another institution or its own institution, it shall be reported immediately to the Commissioner. Written communication between the Conference and the involved institution shall include copies to the president or chancellor and FAR.

- 12.4.1 Report of Commissioner. After the Commissioner becomes aware of a possible violation of these rules, he/she or a designated Conference staff member will gather all information available for review of the matter. If the Commissioner concludes that a violation occurred, a report will be provided to the AD(s) of the institution(s) involved which will set forth the Commissioner's findings and penalty, if any, to be imposed.
 - 12.4.2 Response by Institution. After the receipt of the Commissioner's report, the AD(s) of the involved institution(s) shall within 24 hours of receipt of the report submit a response to the Commissioner indicating the institution's position on the matter.
 - 12.4.3 Final Decision by the Commissioner. Within 24 hours of the receipt of the institution's response, the Commissioner will send his final report to the AD(s) of the involved institution(s). The institution(s) will have 24 hours after receipt of the Commissioner's final decision to indicate in writing to the Commissioner whether it will appeal his/her decision under the provisions of Rule 12.5 below.
 - 12.4.4 Delegation of Authority and Timing Waiver. The Commissioner or AD may designate another member of their staff to act on their behalf. In addition, the Commissioner shall have the authority to waive the timing requirements set forth above and may initiate the process verbally.
 - 12.4.5 Penalties. The penalties that may be imposed by the Commissioner for violation of these standards may include, but are not limited to, private and public reprimand, institutional fines, and suspension from practice and/or competition.
 - 12.4.6 Violation by a Director of the Board, Other Institutional Personnel, Institutional Board Member. The members of the Conference Board of Directors, high ranking institutional staff outside of athletics and institutional board members are obligated to adhere to these sportsmanship rules. The Commissioner shall submit a report to the full Board if it is alleged that such personnel have violated the rules. The Board has sole authority to consider the allegation and will determine whether a violation occurred and the penalty, if any, to be assessed.
- 12.5 Appeals. Only the president or chancellor of a Member Institution may submit an appeal on behalf of the institution or individual affected by the final disciplinary action of the Commissioner involving a suspension from competition or fine or forfeiture of a game. In all other cases, the Commissioner's decisions shall be final. An appeal must be submitted in writing to the Commissioner within 24 hours after receiving the final decision. The Board of Directors, or its designated committee,

shall be the body to consider the appeal and shall do so as expeditiously as possible. The Board may increase or decrease any penalty imposed by the Commissioner.

- 12.5.1 Appeal Hearing. Once an appeal has been timely filed, a hearing in person or by teleconference will be conducted by the Board as expeditiously as possible. A minimum of three (3) Directors of Member Institutions not involved in the incidents that resulted in the Commissioner's penalty will be required to hear the appeal. The president or chancellor making the appeal must participate in the hearing.
- 12.5.1.1 Information Considered by Board. The president or chancellor filing the appeal must submit a written statement outlining the reasons for the appeal to the other Directors at least 24 hours prior to the hearing. In addition, the Conference office will submit its report, along with other relevant material (e.g., video, media reports, statements by witnesses, etc.) for the Board's consideration.
- 12.5.1.2 Hearing Process. If the chair of the Board cannot participate, he/she will appoint a chair for the appeal hearing from the Directors who will hear the appeal. The president or chancellor making the appeal will make an opening statement after the hearing is called to order by the chair for the hearing. The Conference staff will participate and will issue an opening statement as well. The hearing then will be open for discussion between all parties participating. The chair then will excuse everyone from the hearing except the Directors, who will deliberate and make a determination to uphold, modify or reject the Commissioner's final decision. In modifying the decision, the Directors are authorized to decrease or increase the Commissioner's penalties. The chair will then contact the Commissioner to relay the Board's decision and the Commissioner will notify the president or chancellor who submitted the appeal.
- 12.5.2 Final Decision. The decision of the Appeal Board shall be final.
- 12.6 Processing Sportsmanship Violations During Conference Championships. In recognition that an expedient process is required during championship events to address possible violations related to Sportsmanship and Ethical Conduct, all decisions of the Commissioner, or designee, are considered final, and not subject to appeal.

SECTION 13- GOVERNANCE STRUCTURE



Standing Committees (Reporting Lines)

- ~ Academic Committee (FAR)
- ~ Administrative Committee (Joint Council)
- ~ Audit Committee (Board)
- ~ Drug Testing Appeals Committee (FAR)
- ~ Editorial Committee (FAR)
- ~ Finance and Budget Committee (Joint Council)
- ~ Interpretations Committee (FAR)
- ~ Dr. Prentice Gautt Student-Athlete Committee (FAR)
- ~ Student-Athlete Advisory Committee (FAR)

Administrative Groups

- ~ Alumni Directors
- ~ Athletic Trainers
- ~ Business Managers
- ~ Communications & Media Relations Directors
- ~ Development Directors
- ~ Digital Media Directors
- ~ Directors of Compliance
- ~ Directors of Student-Athlete Support Services
- ~ Game Managers
- ~ Licensing Directors
- ~ Marketing Directors
- ~ Mental Health Professionals
- ~ Ticket Managers

EXHIBIT D

Amended and Restated Grant of Rights Agreement

[Attached]

EXECUTION VERSION

**AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

THIS AMENDED AND RESTATED GRANT OF RIGHTS AGREEMENT (the "**Agreement**") is executed on September 7, 2012, effective as of July 1, 2012, by and among The Big Twelve Conference, Inc., a Delaware not-for-profit corporation (the "**Conference**"), and (i) each of the following entities: Baylor University, a Texas non-profit corporation; Iowa State University of Science and Technology, an institution of the State of Iowa; Kansas State University, an institution of higher education and an agency of the State of Kansas; Oklahoma State University, an institution corporate under the Constitution and laws of Oklahoma; Texas Christian University, a Texas non-profit corporation; Texas Tech University, an institution of higher education in the State of Texas; The University of Kansas, an institution of higher education and an agency of the State of Kansas; The Board of Regents for the University of Oklahoma, a constitutional entity of the State of Oklahoma; The University of Texas at Austin, a Texas public institution of higher education; and the West Virginia University Board of Governors, on behalf of West Virginia University (collectively, the "**Current Members**"), and (ii) any entities that are admitted as new members of the Conference hereafter and which become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission (the "**Additional Members**" and, together with the Current Members, each a "**Member Institution**" and collectively, the "**Member Institutions**").

WHEREAS, the Conference and each of the Current Members entered into, or upon joining the Conference as members became parties to, that certain Grant of Rights Agreement dated November 1, 2011 (the "**Original Grant of Rights Agreement**"), pursuant to which, among other things, each of the Current Members irrevocably granted to the Conference certain of their rights through June 30, 2018;

WHEREAS, contemporaneous with the execution of this Agreement, the Conference is entering into: (i) that certain Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., and ESPN Enterprises, Inc. (collectively, "**ESPN/ABC**") effective as of July 1, 2012 (the "**ESPN/ABC Agreement**"); and (ii) that certain Amended and Restated Telecast Rights Agreement with FOX Cable Networks, Inc. and FOX Broadcasting Company (collectively, "**FOX**") effective as of July 1, 2012 (the "**FOX Agreement**" and together with the ESPN/ABC Agreement, the "**Telecast Rights Agreements**");

WHEREAS, the Board of Directors of the Conference (the "**Board**") has authorized and approved the Conference's execution of the Telecast Rights Agreements;

WHEREAS, as a condition to the agreement of ESPN/ABC and FOX (collectively, the "**Telecast Partners**") to execute the Telecast Rights Agreements, each of the Member Institutions is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, certain rights granted by the Conference to the Telecast Partners pursuant to the Telecast Rights Agreements, on the terms and conditions of this Agreement;

WHEREAS, the Conference and each of the Member Institutions desire to acknowledge that all Retained Rights (as defined below) of the Member Institutions are retained by the Member Institutions and are not granted to the Conference; and

WHEREAS, the Conference and each of the Current Members desire to amend, restate, and supersede the Original Grant of Rights Agreement on the terms and conditions set forth herein, effective as of July 1, 2012.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and in the Telecast Rights Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the undersigned each hereby agree with the Conference and with each other as follows:

1. Grant of Rights. Subject to paragraph 4 hereof, each of the Member Institutions hereby (a) irrevocably grants to the Conference during the Term (as defined below) all rights (the "Rights") necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the Telecast Rights Agreements, regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Member Institution that are expressly set forth in a Telecast Rights Agreement. The grant of Rights pursuant to this paragraph 1 includes, without limitation, (A) the right to produce and distribute all events of such Member Institution that are subject to the Telecast Rights Agreements; (B) subject to paragraph 9 hereof, the right to access such Member Institution's facilities for the purposes set forth in and pursuant to the Telecast Rights Agreements; (C) the right of the Conference to create and to own a copyright of the audiovisual work of the Selected Games (as defined in the Telecast Rights Agreements) of or involving such Member Institution (the "Works") with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the Telecast Rights Agreements. For the avoidance of doubt (1) the term "Rights" shall not include any Retained Rights or any other rights granted to or reserved by a Member Institution pursuant to any Telecast Rights Agreement and (2) the grant of Rights pursuant to this paragraph 1 shall not be deemed to encompass or accomplish the assignment of an ownership interest in copyrights otherwise owned by a Member Institution. The Conference and each Member Institution acknowledge and agree that this Agreement, including, without limitation, the grant of Rights pursuant to this paragraph 1, shall not be interpreted or construed as an agreement, understanding or commitment by a Member Institution to grant to a Telecast Partner any right or license to distribute Member Institution Ancillary Programming (as defined in the Telecast Rights Agreements).

2. Copyright Assignment and License. The Conference and each of the Member Institutions acknowledge that the Conference owns or will own the copyrights to the Works. Each Member Institution hereby grants to the Conference the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. Effective immediately after the conclusion of each Selected Game, the Conference hereby assigns to each Member Institution that is the home Member Institution for such event any and all of the Conference's rights in and to the copyrights in the Works for such event, and such Member Institution hereby grants to the Conference and the other participating Member Institution for

each such event (*i.e.*, the away Member Institution) a royalty-free, non-exclusive, limited right and license to use any such Works during the period that such Member Institutions are members of the Conference, which assignment and license in each case are subject in all respects to the use and other restrictions and rights set forth in the Telecast Rights Agreements, which use and other restrictions each Member Institution agrees to comply with in all respects. Additionally, the Conference has or will have a license from the Telecast Partners to utilize certain associated elements (pre and post game production, halftime, and other non-game elements) and herein sublicenses, on a royalty-free, non-exclusive basis, those associated elements to home and away Member Institutions. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference's federal copyright ownership interest in the Works created and/or Works to be created under the Telecast Rights Agreements until such time as the Conference assigns to the home Member Institution its rights in and to the copyrights in the Works for an event in accordance with this Section 2, and after such assignment the Conference may exercise such right only after such home Member Institution consents thereto. Each Member Institution agrees to cooperate with the Conference in any such action, but at the Conference's sole expense. For the avoidance of doubt, the Conference's right to bring actions under 17 U.S.C. 411(c) with respect to the Works shall be non-exclusive with respect to the home Member Institution's concurrent right to bring such actions (if and to the extent permitted under 17 U.S.C. 411(c)). The rights assigned include, but are not limited to, all rights under the United States and/or foreign copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, each Member Institution hereby waives the benefit or protection of same.

3. Execution of Additional Documents; Registration, Maintenance of Copyrights. Each party hereto hereby agrees to execute and deliver all documents reasonably requested by another party hereto to effectuate the intent of this Agreement, at the requesting party's expense. If requested by a Member Institution, the Conference will assist that Member Institution in preparing, filing, and maintaining with the United States Copyright Office (and other similar government offices requested by that Member Institution) the copyright applications and registrations related to the Works to be assigned to that Member Institution after the conclusion of the event. If the Conference provides such assistance to a Member Institution, then such Member Institution shall reimburse the Conference for any documented out-of-pocket expenses the Conference incurs in providing such assistance.

4. Retained Rights. The Conference and the Member Institutions acknowledge and agree that each Member Institution retains all of such Member Institution's Retained Rights. For the avoidance of doubt, no Retained Rights are granted to the Conference pursuant to this Agreement or otherwise, and no other rights are granted to the Conference pursuant to this Agreement or otherwise, that would limit, reduce or impair any Member Institution's Retained Rights. "Retained Rights" means, collectively, each Member Institution's rights to produce, distribute and otherwise exploit the following via its Permitted Member Institution Outlet(s) (as defined in the Telecast Rights Agreements) on a worldwide basis throughout the Term: (a) any Member Institution Retained Games (as defined in the Telecast Rights Agreements); (b) highlights and re-telecasts of Selected Games (as defined in the Telecast Rights Agreements); (c) ancillary sports-related programming (including without limitation coaches' shows, sports highlights shows, and magazine-style shows); (d) non-athletics programming; and (e) any and all

content and programming not expressly granted to a Telecast Partner in the Telecast Rights Agreements. Should circumstances dictate, the Conference may propose inclusion of certain Retained Rights in Telecast Rights Agreements and Member Institutions will consider such proposals in good faith; provided, that a Member Institution may grant or withhold inclusion of its Retained Rights in any Telecast Rights Agreement in its sole discretion. The Conference shall not, however, take any action that, directly or indirectly, limits, reduces or otherwise impairs a Member Institution's Retained Rights or Permitted Member Institution Outlet(s) without the prior written consent of all Member Institutions that are then members of the Conference.

5. Amendment of the Telecast Rights Agreements. The Board, after consultation with each of the Member Institutions, must approve any amendment, modification, extension, renewal or replacement of any Telecast Rights Agreement in accordance with the Conference's Bylaws (the "Bylaws"); provided, that the Conference shall not enter into any amendment, modification, extension, renewal or replacement of any Telecast Rights Agreement that grants rights to any Telecast Partner that are more favorable to the Telecast Partner, or imposes obligations or conditions on any Member Institution that are more restrictive to such Member Institution, than those set forth in the Telecast Rights Agreements as in effect on the Effective Date (as defined below) without the prior written consent of all Member Institutions that are then members of the Conference.

6. Additional Members. The Conference shall not admit a new member to the Conference unless and until (a) such new member agrees to become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission and (b) grants to the Conference pursuant to this Agreement all Rights of such Member Institution.

7. Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2025. The "Effective Date" means (a) for the Current Members, July 1, 2012, and (b) for any Member Institution other than the Current Members, the date on which it becomes a Member Institution admitted to membership in the Conference in accordance with the Bylaws and this Agreement. At the end of the Term or upon other termination of this Agreement, the Rights granted by a Member Institution to the Conference hereunder shall automatically revert to such Member Institution.

8. Acknowledgement. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a full member of the Conference in accordance with the Bylaws.

9. Reasonable Access. Without any additional consideration or compensation to the Member Institutions, each of the Member Institutions agrees throughout the Term to provide the Telecast Partners with reasonable access to its property and facilities, with appropriate ingress and egress, parking, facilities, utilities and lighting, and other support and assistance reasonably required by the Telecast Partners to exercise the Rights as and to the extent provided in the Telecast Rights Agreements.

10. Miscellaneous. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and each of the Member Institutions that are then members of the Conference. This Agreement may be executed in multiple counterparts and delivered by electronic or facsimile transmission. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and, effective as of July 1, 2012, supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof, including without limitation the Original Grant of Rights Agreement.

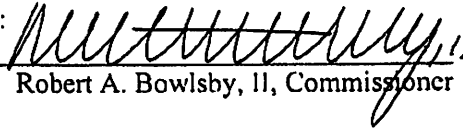
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IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

THE BIG TWELVE CONFERENCE, INC.

Dated: September 7, 2012

By: 
Robert A. Bowsby, II, Commissioner

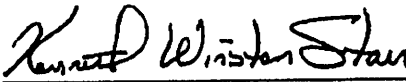
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DATED EFFECTIVE JULY 1, 2012

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MEMBER INSTITUTION:

BAYLOR UNIVERSITY

Dated: September 7, 2012

By: 
Kenneth Winston Starr, President

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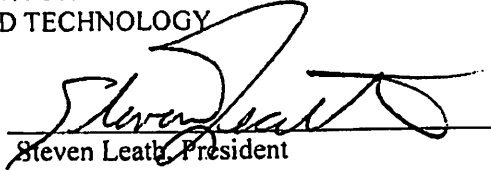
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MEMBER INSTITUTION:

IOWA STATE UNIVERSITY OF SCIENCE
AND TECHNOLOGY

Dated: September 07, 2012

By: _____


Steven Leath, President

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MEMBER INSTITUTION:

KANSAS STATE UNIVERSITY

Dated: September 6, 2012

By: 

Kirk H. Schulz, President

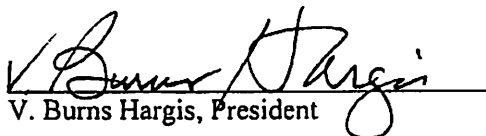
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MEMBER INSTITUTION:

OKLAHOMA STATE UNIVERSITY

Dated: September __, 2012

By: 
V. Burns Hargis, President

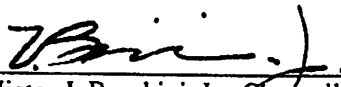
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MEMBER INSTITUTION:

TEXAS CHRISTIAN UNIVERSITY

Dated: September 07, 2012

By: 
Victor J. Boschini, Jr., Chancellor

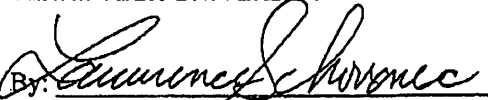
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MEMBER INSTITUTION:

TEXAS TECH UNIVERSITY

Dated: September 7, 2012

By: 
Lawrence Schovanec, Interim President

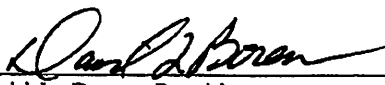
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MEMBER INSTITUTION:

THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

Dated: September 7, 2012

By: 
David L. Boren, President

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MEMBER INSTITUTION:

THE UNIVERSITY OF KANSAS

Dated: September 6, 2012

By: *Bernadette Gray-Little*
Bernadette Gray-Little, Chancellor

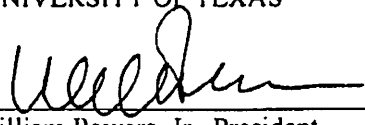
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MEMBER INSTITUTION:

THE UNIVERSITY OF TEXAS

Dated: September 6, 2012

By: 
William Powers, Jr., President


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GRANT OF RIGHTS AGREEMENT
DATED EFFECTIVE JULY 1, 2012

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS, ON BEHALF OF WEST
VIRGINIA UNIVERSITY

Dated: September 6, 2012

By: 
James P. Clements, President

SIGNATURE PAGE TO
THE BIG TWELVE CONFERENCE, INC'
AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT
DATED EFFECTIVE JULY 1, 2012

AMENDMENT NO. 1

TO AMENDED AND RESTATED GRANT OF RIGHTS AGREEMENT

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Amended and Restated Grant of Rights Agreement effective as of July 1, 2012 (as amended to date, the "Agreement"), is agreed to effective as of the effective date of the Amended ESPN/ABC Agreement (as defined below) (the "Effective Date") by and between The Big 12 Conference, Inc. (the "Conference"), a Delaware not-for-profit corporation, and the following member institutions of the Conference (each a "Participating Member Institution" and collectively the "Participating Member Institutions"): Baylor University, a Texas non-profit corporation; Iowa State University of Science and Technology, an institution of the State of Iowa; Kansas State University, an institution of higher education and an agency of the State of Kansas; Oklahoma State University, an institution corporate under the Constitution and laws of Oklahoma; Texas Christian University, a Texas non-profit corporation; Texas Tech University, an institution of higher education in the State of Texas; The University of Kansas, an institution of higher education and an agency of the State of Kansas; and the West Virginia University Board of Governors, on behalf of West Virginia University. Capitalized terms used herein without parenthetical definition shall have the same meaning as given to them in the Agreement.

WHEREAS, the Conference and each of the Member Institutions (including the Participating Member Institutions and the two other Member Institutions who are not Participating Member Institutions) entered into, or upon joining the Conference as members became parties to, the Agreement, which amended and superseded that certain Grant of Rights Agreement dated November 1, 2011, pursuant to which, among other things, each of the Member Institutions of the Conference (including the Participating Member Institutions) irrevocably granted to the Conference certain of their media rights through June 30, 2025;

WHEREAS, contemporaneous with or after the execution of this Amendment, the Conference has entered into or anticipates entering into that certain Amendment No. 2 ("ESPN Amendment No. 2") to the Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., ESPN Productions, Inc. and ESPN Enterprises, Inc. effective as of July 1, 2012 as amended on June 22, 2017 (as amended to date, the "Amended ESPN/ABC Agreement");

WHEREAS, the Conference and the Participating Member Institutions, with the consent of the other Member Institutions, have agreed to execute this Amendment, conditioned on the execution of the Amended ESPN/ABC Agreement by the parties thereto, to implement that certain modifications to the Agreement are necessary to effectuate the Amended ESPN/ABC Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the undersigned hereby agree that the Agreement is amended as follows effective as of and after the Effective Date as follows:

1. For all purposes of the Agreement, the term ESPN/ABC Agreement as used in the Agreement shall mean the Amended ESPN/ABC Agreement and the term Telecast Rights Agreements as used in the Agreement shall include the Amended ESPN/ABC Agreement, as such is amended by the ESPN Amendment No. 2.

2. As it applies to the Participating Member Institutions, Paragraph 1 of the Agreement is hereby amended by adding the following sentence as a new second sentence to that paragraph, without deleting any provisions of that paragraph: "Each Member Institution agrees that the Conference may license to third parties the right to distribute the events that are subject to the Telecast Rights Agreements in accordance with the terms of the Telecast Rights Agreements (including the ESPN Amendment No. 2) and that, pursuant to the Telecast Rights Agreements, the Member Institutions will produce certain of those events as provided in the Telecast Rights Agreements, including but not limited to the obligations to produce events under the Telecast Rights Agreements, including the ESPN Amendment No. 2. Without limiting the foregoing, the Participating Member Institutions each hereby grant to the Conference a license to the maximum extent necessary to enable the Conference to further license to ESPN/ABC all rights to Games of such Participating Member Institution and Surround Content of such Participating Member Institution beginning July 1, 2019 for Baylor University, Kansas State University, the University of Kansas, and Oklahoma State University, and beginning July 1, 2020, for Iowa State University, Texas Christian University, Texas Tech University, and West Virginia University, all as defined and as provided in the ESPN Amendment No. 2."

3. As it applies to the Participating Member Institutions, the last sentence of Paragraph 1 is hereby deleted in its entirety.

4. As it applies to the Participating Member Institutions, the third sentence of Paragraph 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Retained Rights" means, collectively, each Member Institution's rights to produce, distribute and otherwise exploit via its Permitted Member Institution Outlet(s) (as defined in the Telecast Rights Agreements) on a worldwide basis throughout the Term any and all content and programming not expressly granted to a Telecast Partner in the Telecast Rights Agreements."

5. By signing this Amendment, each of the Participating Member Institutions acknowledges and consents (i) in accordance with Section 10 of the Agreement, to the execution and performance by the Conference of and the terms of the ESPN Amendment No. 2, (ii) that the Agreement has been effectively amended to allow for, among other things, the establishment of the Big 12 Digital Network (as defined in the ESPN Amendment No. 2) pursuant to the Amended ESPN/ABC Agreement, and (iii) that pursuant hereto the Participating Member Institutions grant to the Conference the rights and powers necessary to perform its obligations under the ESPN Amendment No. 2 and agree to perform the obligations of the Participating Member Institutions under the ESPN Amendment No. 2. Each of the Participating Member Institutions acknowledges that The Board of Regents for the University of Oklahoma, a constitutional entity of the State of Oklahoma and The University of Texas at Austin, a Texas public institution of higher education, have not as of the original date of this Amendment become Participating Member Institutions, but that each of those two entities remain as Member Institutions that are a party to the terms of the Agreement without modification by this Amendment and that both of those entities have consented to the

execution of this Amendment by the Participating Member Institutions who are signatories below.

6. This Amendment shall not be effective unless and until the ESPN Amendment No. 2 has been approved by the Board of Directors of the Conference and executed by the Conference, ABC, ESPN, and their affiliates that are to be parties thereto.

7. Except as expressly amended above, the Agreement remains in full force and effect in accordance with its terms and the references therein to the "Agreement" shall include the terms of this Amendment.

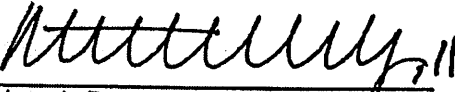
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Amendment in multiple counterparts intending to be legally bound hereby.

THE CONFERENCE:

THE BIG 12 CONFERENCE, INC.

Dated April 3, 2019

By: 
Robert A. Bowsby, II, Commissioner

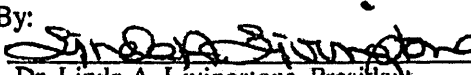
**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO. 1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

**IN WITNESS WHEREOF, the undersigned have executed this
Amendment in multiple counterparts intending to be legally bound hereby.**

MEMBER INSTITUTION:

BAYLOR UNIVERSITY

Dated 4.3, 2019

By: 
Dr. Linda A. Livingstone, President

**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

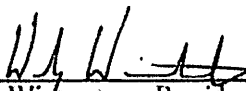
IN WITNESS WHEREOF, the undersigned have executed this Amendment in multiple counterparts intending to be legally bound hereby.

MEMBER INSTITUTION:

**IOWA STATE UNIVERSITY OF SCIENCE
AND TECHNOLOGY**

Dated 4-3, 2019

By:



Wendy Wintersteen, President

**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

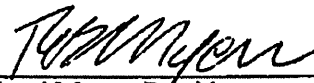
IN WITNESS WHEREOF, the undersigned have executed this Amendment in multiple counterparts intending to be legally bound hereby.

MEMBER INSTITUTION:

KANSAS STATE UNIVERSITY

Dated April 3, 2019

By:



Richard Myers, President

SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT

**IN WITNESS WHEREOF, the undersigned have executed this
Amendment in multiple counterparts intending to be legally bound hereby.**

MEMBER INSTITUTION:

OKLAHOMA STATE UNIVERSITY

Dated April 3, 2019

By: V. Burns Hargis
V. Burns Hargis, President

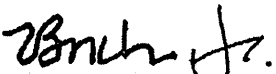
**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this Amendment in multiple counterparts intending to be legally bound hereby.

MEMBER INSTITUTION:

TEXAS CHRISTIAN UNIVERSITY

Dated 4/4, 2019

By: 
Victor K. Boschini, Jr., Chancellor
J.

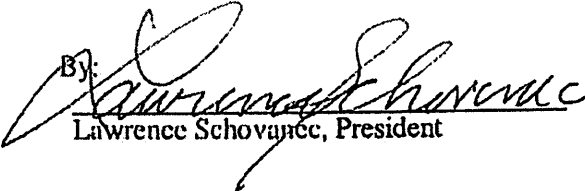
**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

**IN WITNESS WHEREOF, the undersigned have executed this
Amendment in multiple counterparts intending to be legally bound hereby.**

MEMBER INSTITUTION:

TEXAS TECH UNIVERSITY

Dated 4-3, 2019

By: 
Lawrence Schovanec, President


**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

**IN WITNESS WHEREOF, the undersigned have executed this
Amendment in multiple counterparts intending to be legally bound hereby.**

MEMBER INSTITUTION:

THE UNIVERSITY OF KANSAS

Dated 4/8, 2019

By: 

Douglas A. Girod, Chancellor

**SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO. 1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT**

IN WITNESS WHEREOF, the undersigned have executed this
Amendment in multiple counterparts intending to be legally bound hereby.

MEMBER INSTITUTION:

WEST VIRGINIA BOARD OF
GOVERNORS, ON BEHALF OF WEST
VIRGINIA UNIVERSITY

Dated April 3, 2019

By: 

E. Gordon Gee, President

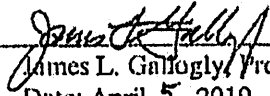
SIGNATURE PAGE TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO.1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT

CONSENT

The undersigned hereby consent to (i) the execution by The Big 12 Conference, Inc. (the "Conference") of that certain Amendment No. 2 to the Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., and their affiliates, as required by Section 5 of that certain Amended and Restated Grant of Rights Agreement executed on September 7, 2012 by the Conference and its Member Institutions (as defined therein) (the "GRA") and (ii) the execution by the Conference and each of the eight (8) other Member Institutions in the Conference as of the date hereof of that certain Amendment No. 1 to the GRA executed contemporaneously herewith or prior hereto, as required by Section 10 of the GRA.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

THE UNIVERSITY OF TEXAS

By: 
James L. Gallogly, President
Date: April 5, 2019

By: _____
Gregory L. Fennes, President
Date: April __, 2019

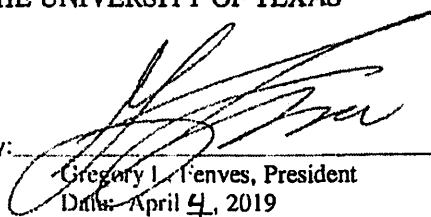
CONSENT

The undersigned hereby consent to (i) the execution by The Big 12 Conference, Inc. (the "Conference") of that certain Amendment No. 2 to the Amended and Restated Agreement with American Broadcasting Companies, Inc., ESPN, Inc., and their affiliates, as required by Section 5 of that certain Amended and Restated Grant of Rights Agreement executed on September 7, 2012 by the Conference and its Member Institutions (as defined therein) (the "GRA") and (ii) the execution by the Conference and each of the eight (8) other Member Institutions in the Conference as of the date hereof of that certain Amendment No. 1 to the GRA executed contemporaneously herewith or prior hereto, as required by Section 10 of the GRA.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF OKLAHOMA

By: _____
James L. Gallogly, President
Date: April __, 2019

THE UNIVERSITY OF TEXAS

By: 
Gregory L. Fenves, President
Date: April 4, 2019

CONSENT TO THE BIG 12 CONFERENCE, INC.
AMENDMENT NO. 1
TO THE AMENDED AND RESTATED
GRANT OF RIGHTS AGREEMENT

EXHIBIT E

Joinder Agreement to the Amended and Restated Grant of Rights Agreement


[Attached]

**JOINDER AGREEMENT TO AMENDED AND RESTATED GRANT OF RIGHTS
AGREEMENT**

The undersigned hereby agrees to become a party to and bound by the terms and conditions of the Amended and Restated Grant of Rights Agreement (the "Agreement"), effective as of July 1, 2012, by and among The Big 12 Conference, Inc., a Delaware not-for-profit corporation (the "Conference"), and the Current Members (as defined in the Agreement), as amended to date, as if it is a full party thereto being bound to the terms and conditions thereof from and after the Commencement Date, as defined in the Admission Agreement, effective as of September 10, 2021, by and between the Conference and the undersigned.

ADDITIONAL MEMBER:

University of Cincinnati

By: 
Name: Neville G. Pinto
Title: President

ACCEPTED AND AGREED:

The Big 12 Conference, Inc.

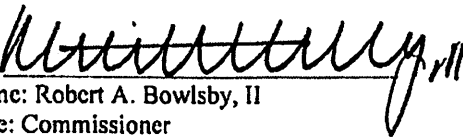
By: 
Name: Robert A. Bowsby, II
Title: Commissioner

EXHIBIT F

Escrow Account Wire Information

[Attached]



MEMORANDUM

SUBJECT Wire Transaction Information

The Big 12 Conference, Inc.
Federal ID #: 75-2604555

Bank: Amegy Bank of Texas
PO Box 27459
Houston, TX 77227-7459

ABA for wire transfer 113011258

Account Name: The Big Twelve Conference Inc.
Account Number: 0030053961

Confirmation may be emailed to Catrina Gibson catrina@big12sports.com

BIG 12 CONFERENCE

400 East John Carpenter Fwy \ Irving, TX 75062

469-524-1000

469-524-1044

BIG12SPORTS.COM