

ADMISSION AGREEMENT

THIS ADMISSION AGREEMENT ("Agreement") is made and entered into effective as of September 26, 2023, by and between The Big 12 Conference, Inc., a Delaware not-for-profit corporation (the "Conference"), and the Arizona Board of Regents for and on behalf of Arizona State University ("Arizona State").

WHEREAS, Arizona State desires to be admitted as a Member of the Conference, and the Conference desires to admit Arizona State 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 Arizona State. In reliance on the covenants and representations of the Conference set forth herein, Arizona State hereby agrees to become a Member of the Conference in all varsity sports sponsored by Arizona State that are also offered by the Conference, and in reliance on the covenants and representations of Arizona State set forth herein the Conference hereby admits Arizona State as a full voting Member of the Conference on the terms and conditions set forth herein, effective as of August 2, 2024 (subject to Paragraph 3 below) (the "Commencement Date"). By execution of this Agreement, the parties agree that Arizona State 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), Amended and Restated Grant of Rights Agreement (attached hereto as Exhibit D) (the "GRA"), and the Second Amended and Restated Grant of Rights Agreement (attached hereto as Exhibit E) (the "Second 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 Commencement Date. Arizona State'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) Arizona State shall, as an incoming Member of the Conference, reasonably comply with the 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, unless compliance with such provisions would conflict with Arizona State's obligations to its current conference, (ii) Arizona State shall have the same access to all Conference information provided to current Members and Arizona State's president shall be entitled to attend and participate fully in Conference board meetings and other appropriate meetings, except the president of Arizona State 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) Arizona State'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. Arizona State represents and warrants that, by executing or performing the Joinder referenced in Paragraph 2 below, Arizona State, to the actual

knowledge of the undersigned and the attorneys in Arizona State's Office of General Counsel working with this Agreement, 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 Arizona State.

2. Grant of Rights.

a. As a condition to membership in the Conference, Arizona State agrees hereafter to execute a Joinder Agreement to the GRA and Second GRA in the form attached hereto as Exhibit F 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.

b. The Conference agrees that the rights granted under the GRA and Second GRA do not include any rights with respect to any varsity sport sponsored by Arizona State now or in the future that is not also sponsored by the Conference (each, a "Non-Sponsored Sport" and collectively, the "Non-Sponsored Sports"). As of the date of execution of this Agreement, the Non-Sponsored Sports are: (i) men's ice hockey; (ii) beach volleyball; (iii) women's lacrosse; (iv) triathlon; and (v) women's water polo.

c. The Conference also agrees that all rights of any kind, nature or description with respect to the sport of men's ice hockey and all activities, events and programming related thereto (of an athletic or sporting nature or otherwise) or exploitation thereof, whether now known or hereafter devised (collectively, "Men's Ice Hockey Rights"), are specifically and expressly excluded from the "Rights" (as such capitalized term is defined in the GRA and Second GRA) granted by Arizona State under the GRA and Second GRA because such Rights relate to a Non-Sponsored Sport. If the Conference adds the sport of men's ice hockey as a Conference-sponsored intercollegiate varsity sport following the date of this Agreement, Arizona State may at its sole discretion grant its Men's Ice Hockey Rights to the Conference.

d. The parties agree that if the Conference elects to sponsor any of the Non-Sponsored Sports (apart from men's ice hockey, which is subject to subparagraph c. above) after the Commencement Date, Arizona State's rights in such Non-Sponsored Sport(s) will become subject to the GRA and Second GRA subject to any then-existing grant of rights agreement to which Arizona State is a party with respect to such Non-Sponsored Sport, which grant of rights agreement shall remain in effect until its expiration (provided that it shall not be extended).

3. Revenue Sharing and Bonus. The parties agree that, notwithstanding anything to the contrary in the Conference's Bylaws or Rules, Arizona State shall participate fully and equally in Conference revenues distributed to Conference's Member institutions (i.e., Arizona State shall receive 100% of a full distribution).

4. Current Conference Affiliation. Arizona State agrees that it will not execute a new grant of rights agreement with its current conference or renew or extend its current grant of rights with its current conference beyond August 1, 2024. Arizona State 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.

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

a. Authority; Due Execution. The Conference and Arizona State 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. Arizona State hereby represents and warrants that it has institutional control of its student-athletes, as defined in the NCAA Rules, and is fully committed to compliance with the rules and regulations of the NCAA.

6. Miscellaneous.

a. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Texas, without reference to principles of conflicts of law. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and Arizona State 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 act in good faith and use their best efforts to provide either a simultaneous e-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 are 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 set forth below.

If to Arizona State:

Arizona State University
Attn: Michael Crow, President
300 East University Drive, Suite 410
Tempe, Arizona 85281

If to the Conference:

The Big 12 Conference, Inc.
Attn: Brett Yormark, Commissioner
400 East John Carpenter Freeway
Irving, Texas 75062

With a copy to:

Arizona State University
Attn: Lisa Loo, General Counsel
300 East University Drive, Suite 335
Tempe, Arizona 85281
Email: lisaloo@asu.edu
And a copy to: ogcmail@asu.edu

With a copy to:

The Big 12 Conference, Inc.
Attn: Jessica Presnall, Chief Legal Officer
400 East John Carpenter Freeway
Irving, Texas 75062
Email: JPresnall@big12sports.com

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 have 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.

[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: 
Brett Yormark, Commissioner

**The Arizona Board of Regents for and on behalf of
Arizona State University**

By: 
Michael Crow, 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

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, 2023, are:

Baylor University	Kansas State University
Brigham Young University	University of Oklahoma
University of Central Florida	Oklahoma State University
University of Cincinnati	Texas Christian University
University of Houston	University of Texas at Austin
Iowa State University	Texas Tech University
University of Kansas	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 or provide relevant programming to each institutional compliance program on a regular basis. 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 I.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 I.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 PMIO.

EXHIBIT C

Rules

[Attached]

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.

2023-2024	Oklahoma State University
2024-2025	University of Kansas
2025-2026	Texas Christian University
2026-2027	West Virginia University
2027-2028	Texas Tech University
2028-2029	Baylor University
2029-2030	University of Oklahoma
2030-2031	Iowa State University
2031-2032	University of Texas at Austin
2032-2033	Brigham Young University
2033-2034	University of Central Florida
2034-2035	University of Cincinnati
2035-2036	University of Houston
2036-2037	Kansas State University

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 12 – 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 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 three (3) additional SWAs and three (3) additional FARs which shall be the immediate outgoing chair, the incoming chair and an at-large member. 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 **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.
- 5.4.6 **Dr. Prentice Gautt Student-Athlete Experience Committee.** The Dr. Prentice Gautt 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 Gautt 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.
- 5.4.7 **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.
- 5.4.8 **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.

5.4.9 **Chairship.** Chairs for standing committees shall be elected by the members of each such committee at the first meeting each fiscal year.

5.4.10 **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 12- 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.

6.4 **Certification.**

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 **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 FARs for action. Also, the Board of Directors shall have authority to review decisions of the FARs sitting as an interpretative body, but shall not have authority to vote on matters involving individual student-athletes, including their eligibility. 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

In an effort to deter the use of banned substances and to protect the health and safety of Big 12 student-athletes, each Member Institution must establish and implement an institutional drug testing policy that includes at a minimum drug education for all student-athletes.

SECTION 9- CHAMPIONSHIPS AND SCHEDULES

- 9.1 **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.
- 9.2 **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 10) for each sport.
- 9.3.1.1 **Postponed, Canceled and Forfeited Contests.** A contest that is required by the Conference and counts toward Conference standings may be postponed with the consent of the ADs and/or designees of the involved Member Institutions and the approval of the Conference. Every effort shall be made to reschedule the postponed 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 the contest that is postponed. However, if no reasonable opportunity exists to reschedule the contest, the Commissioner shall have the authority to cancel the contest. A cancellation will be considered a "no-contest".

Impacted Travel with No Reasonable Efforts Made. 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 Member Institution traveling to the contest shall have forfeited the contest if the Commissioner determines that the traveling institution did not make reasonable efforts to arrive in time for the scheduled contest. The Member Institution traveling to the contest will be issued a loss and the host team will be issued a win. In such a case, ADs for the involved institutions will determine whether any reimbursement should be provided from the traveling 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.

Unable to Field a Team and No Extraordinary Circumstances Exist. In the event a Member Institution is unable to field a team for a contest, and a scheduled contest is thereby not played as originally scheduled, the Member Institution unable to

field a team shall have forfeited the contest if the Commissioner determines that no extraordinary circumstances existed. The Member Institution unable to field the team will be issued a loss in the Conference standings and the opposing team will be issued a win.

9.4 **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.

9.5 **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 10- SPORTS REGULATIONS

10.1 **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 (6) varsity sports for men and a minimum of eight (8) 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 must be football and basketball. Of the required women's sports, one (1) must be basketball and one (1) must be volleyball or soccer. Member 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



- 10.1.1 **Conference Championship Sports Requirements.** To host a Conference championship, the sport must satisfy “continuity-of-membership.” “Continuity-of-membership” requires a minimum of four (4) Member Institutions to sponsor the sport on a varsity intercollegiate basis and to conduct Conference competition together in Division I. (Note: The sports of equestrian, women’s gymnastics, men’s swimming & diving and wrestling are exempt and retain championship status pending further review. In addition, the sports of equestrian and rowing maintain championship status).
- 10.1.2 **Notification Provision.** To successfully manage its sponsored sports, Member Institutions must maintain a minimum number of sports per the Conference’s sponsorship requirements in C.R. 10.1. If a Member Institution discontinues a Conference-sponsored sport, confidential and written notification at the onset of the process must be provided to the Commissioner.
- 10.2 **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 11 hereto.
- 10.3 **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”).
- 10.3.1 **Delivery and Effect.** The Administrative Manuals shall be forwarded via electronic transmission and shall have the status of Rules of the Conference.
- 10.3.2 **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.
- 10.4 **Travel Squad Restrictions.**
- (a) **Regular Season Competition.** The travel squad size restrictions 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 accompanying the team to an away-from-home competition (e.g., redshirt, injured student-athlete). If additional student-athletes travel to the competition, it must be at their own expense. Additional student-athletes may not practice or compete under any circumstance.
- (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 the Member Institution's discretion but may not 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	17
Track & Field – Indoor	26	Wrestling	13

10.4.1 **Football Exception.** In addition to the 70 student-athletes in the travel squad, a Member Institution may travel and compete all student-athletes in their final year of eligibility as part of an expanded travel squad. This exception may be used each year at:

- (a) One regular season game provided the Member Institution communicates such designation in writing to the Conference and host institution no later than the Monday preceding the game; and
- (b) The Conference Championship.

10.4.2 **Baseball Exceptions.** The following travel exceptions shall apply to the sport of baseball:

- (a) **Exception for Non-conference Series.** A Member Institution playing a non-conference series adjacent to a Conference series may travel additional student-athletes to the Conference series. However, these student-athletes may not dress in uniform, participate in pre-game warm-ups or compete while at the Conference series.
- (b) **Exception for Split Series.** For those series played at neutral sites and/or split between each institution's campus, there are no restrictions on the number of student-athletes who may dress in uniform for the originally designated host institution only for the games on its campus or at neutral sites. The originally designated visiting institution may have an unlimited number of student-athletes in uniform only for games on its campus. The visiting institution may also have an unlimited number of student-athletes in uniform for a single game that is part of a split series between each institution's campus and/or at a neutral site if there is no overnight travel.

10.4.3 **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).

- 10.4.4 **Final Year of Eligibility and Medically Unable to Compete Due to Incapacitating Injury or Illness Exception.** An institution may travel and exempt from the travel squad limit any student-athlete in his or her final year of eligibility who has been deemed medically unable to compete the remainder of the season due to an incapacitating injury or illness. The student-athlete may not miss class to travel unless the missed class time is approved by the FAR in advance of the travel. The institution must also be able to provide medical documentation of the incapacitating injury or illness upon request of the Conference office.

SECTION II- SPORTSMANSHIP AND ETHICAL CONDUCT

- 11.1 **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 fan, is a privilege and not a right.
- 11.2 **General Statements of Responsibility.** All those associated with the Conference athletics programs, including institutional personnel and fans, have the responsibility to conduct themselves consistent with the principles of sportsmanship. The Conference adopts the following minimum standards of responsibility.
- 11.2.1 **Institutional Responsibility.** Member Institutions have the responsibility to take all reasonable steps to ensure that all institutional personnel, students and others in attendance at athletics events conduct themselves in a dignified manner and exhibit respect and courtesy toward game officials and those representing and supporting the opposing institution.
- 11.2.2 **Athletics Department Responsibility.** The Member Institution's AD shall have the responsibility to effectively communicate to all athletics department personnel, 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 other Member Institutions must be addressed with the appropriate Conference or institutional staff and not in a public forum.
- 11.2.3 **Game Management Responsibility.** The Member Institution's AD shall have the 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 team's AD, or his/her designee, of a 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 events so as to emphasize sportsmanship and minimize harassment of the visiting teams. Member Institutions must also have a protocol that ensures the protection of all participants and related personnel, particularly regarding court or field storming incidents.

- 11.2.4 **Coach Responsibility.** Coaches, as role models, have the greatest influence over the young people in their programs and must continually emphasize the need for sportsmanship. Coaches have the 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 must remain in their designated areas during a contest and refrain from behavior with the purpose of inciting the crowd toward negative conduct.
- 11.2.5 **Conference Responsibility.** The Commissioner shall have the 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 rules, review disciplinary action taken by Member Institutions and further sanction those deemed to have violated the rules.
- 11.3 **Violations.** Violations of Section 11 and its subsets requiring actions by the Commissioner are:
- 11.3.1 **Verbal or Physical Abuse.** Prior to, during and after a contest, coaches, student-athletes, institutional personnel, 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.
- 11.3.2 **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.
- 11.3.3 **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, whether made directly or indirectly, about the personnel, student-athletes, support groups and other matters related to the institution.
- 11.3.4 **Court and Field Storming.** A Member Institution must safely escort the visiting team, coaches, officials and other personnel off the playing surface, particularly in the event of a post-game celebration. All court and field storming incidents will be reviewed by the Conference.

- 11.3.5 **Other Misconduct.** In addition to the specific authority set forth in Rules 11.3.1, 11.3.2, 11.3.3 and 11.3.4, the Commissioner has the absolute discretion to impose sanctions for other unsportsmanlike conduct that is contrary to or inconsistent with the principles and expectations set forth in Rules 11.1 and 11.2.
- 11.4 **Processing of Possible Violations.** When a Member Institution has reason to believe that a violation of Section 11 and its subsets has occurred or is aware of an incident involving sportsmanship principles by either another member 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.
- 11.4.1 **Report of Commissioner.** If the Commissioner believes a violation of these rules may have occurred, he/she or a designated Conference staff member will gather all information available for review of the matter. If the Commissioner believes that a violation occurred, a written report will be provided to the AD of the involved institution.
- 11.4.2 **Response by Institution.** After receipt of the Commissioner's report, the AD of the involved institution must submit, within 24 hours of receipt of the report, a written response to the Commissioner indicating the institution's position on the matter. See Rule 11.4.4 for exceptions to the 24-hour deadline.
- 11.4.3 **Final Decision by the Commissioner.** Within 24 hours of receipt of the institution's response, the Commissioner will send the final written decision to the AD of the involved institution, which will set forth the Commissioner's findings and penalty, if any, to be imposed. The institution 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 11.5 below. See Rule 11.4.4 for exceptions to the 24-hour deadline.
- 11.4.4 **Delegation of Authority and Timing Exceptions.** The Commissioner or AD may designate another member of his/her staff to act on his/her behalf. In addition, the Commissioner shall have the authority to extend or shorten the 24-hour deadlines set forth above. In certain incidents where timing is of the essence, the Commissioner may initiate the process in Rule 11.4.1 verbally.
- 11.4.5 **Penalties.** The penalties that may be imposed by the Commissioner for violation of these rules may include, but are not limited to, private and public reprimand, institutional fines, and suspension from practice and/or competition.
- 11.4.6 **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.

11.5 **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.

11.5.1 **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 incident(s) 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.

11.5.1.1 **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) for the Board's consideration.

11.5.1.2 **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.

11.5.2 **Final Decision.** The decision of the Appeal Board shall be final.

11.6 **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.