

JOINDER TO
ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT

THIS JOINDER AGREEMENT (“Joinder”) is made and entered into this 1st day of September, and effective as of August 2, 2024 (the “Effective Date”), by University of California, Berkeley (the “Joining Member”).

BACKGROUND

A. The Atlantic Coast Conference (the “Conference”) and its current Member Institutions (Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville) are parties to a certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (a copy of which is attached hereto as Exhibit A and incorporated herein by reference), as amended by an Amendment to Atlantic Coast Conference Grant of Rights Agreement, dated July 18, 2016 (a copy of which is attached hereto as Exhibit B and incorporated herein by reference) (collectively the “Grant of Rights Agreement”).

B. The Joining Member has been invited to become a Member Institution of the Conference and has accepted such invitation.

C. The Conference is a party to an Amended and Restated Multimedia Agreement, dated as of July 21, 2016, and a Network Agreement, dated as of July 21, 2016 (collectively, the “ESPN Agreements”) with ESPN, Inc. and ESPN Enterprises, Inc. (together “ESPN”) which require that the Joining Member provide the same assignments, authorizations and approvals that have been provided by current Member Institutions. These require that a Member Institution assigns its rights in Games to the Conference in writing, that the assignment of these rights be irrevocable and that a Member Institution authorizes the Conference to grant such rights exclusively to ESPN for the term of the ESPN Agreements.

D. The Grant of Rights Agreement also requires that the Joining Member execute a joinder agreement to the Grant of Rights Agreement as a condition of membership in the Conference.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Grant of Rights Agreement.
2. Effective as of the Effective Date, the Joining Member hereby joins as a party to the Grant of Rights Agreement and agrees to be bound by its terms and conditions as if the Joining Member had originally been a party to such Grant of Rights Agreement, and shall hereby be subject to all acknowledgements, representations,

warranties, and covenants of Member Institutions contained therein, including without limitation, the authorization of the grant by the Conference to ESPN exclusively of all the rights referenced in the ESPN Agreements.

3. As and to the extent provided in the Grant of Rights Agreement, the Joining Member (a) irrevocably and exclusively grants to the Conference through June 30, 2036 (the Term specified in the Grant of Rights Agreement) all rights (the “Rights”) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreements, regardless of whether such Joining Member remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Joining Member during the Term that are expressly set forth in the ESPN Agreements. The grant of Rights pursuant to paragraph 1 of the Grant of Rights Agreement includes, without limitation, (A) the right to produce and distribute all events of such Joining Member that are subject to the ESPN Agreements; (B) subject to paragraph 7 of the Grant of Rights Agreement, the right to authorize access to such Joining Member’s facilities for the purposes set forth in and pursuant to the ESPN Agreements; (C) the right of the Conference or its designee to create and to own a copyright of the audiovisual work of the ESPN Games (as defined in the ESPN Agreements) of or involving such Joining Member (the “Works”) with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the ESPN Agreements. Notwithstanding any other provisions of this paragraph, the grant of Rights pursuant to paragraph 1 of the Grant of Rights Agreement shall not include any rights of a particular Joining Member to sports as to which the Conference and such Joining Member have agreed, as of the Effective Date , that such Joining Member will not participate as a member of the Conference. The grant of Rights pursuant to paragraph 1 of the Grant of Rights Agreement shall remain subject to the right to produce and distribute, by means of specified media, those events of such Joining Member during the Term which are reserved to the Conference and the Joining Member under the ESPN Agreements and which may be exercised as permitted thereby and in accordance with Conference policy. Each Joining Member will cause any affiliated entity which has previously been granted any interest in the Rights, to grant such interest to the Conference to the extent necessary to allow the Joining Member to fully perform all of its obligations under this Agreement and provide the Conference with the Rights contemplated hereby.
4. As and to the extent provided in the Grant of Rights Agreement, the Joining Member acknowledges that the Conference owns or will own the copyrights to the Works. The Joining Member hereby grants to the Conference or its designee the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference’s federal copyright ownership interest in the Works created and/or Works to be created under the ESPN Agreements. The Joining Member agrees to cooperate with the Conference in any such action, but at the Conference’s sole expense. The rights assigned in the Works include, but are not limited to, all rights under the United States and/or foreign

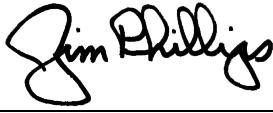
copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, the Joining Member hereby waives the benefit or protection of same.

5. The Joining Member hereby agrees to execute any other assignments, authorizations or agreements relating to the Grant of Rights Agreement or the ESPN Agreements (a) as are required of the current Member Institutions of the Conference, on the same terms thereof, or (b) as may be deemed reasonably necessary for the purposes of effectuating this Joinder, in each case, at the Conference's expense.
6. The background section of this Joinder is expressly incorporated into the substantive provisions of this Joinder and shall be binding upon the parties hereto as if expressly contained in the body of this Joinder.
7. This Joinder may be executed in any number of counterparts and all such counterparts shall be deemed to constitute one and the same Agreement.

[Signature page follows]

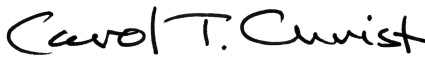
IN WITNESS WHEREOF, the parties hereto have executed this Joinder on the date first above written with the intent that it be effective as of the Effective Date.

ATLANTIC COAST CONFERENCE

By: 
James J. Phillips, Ph.D., Commissioner

Date: September 1, 2023

UNIVERSITY OF CALIFORNIA,
BERKELEY

By: 
Carol T. Christ, Ph.D., Chancellor

Date: September 1, 2023

Exhibit A

ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT

THIS ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT (the "Agreement") is executed on _____, 2013, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: (i) Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, and Wake Forest University (collectively, the "Current Members"), (ii) University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Accepted Members"), and (iii) any entities that are admitted as new members of the Conference hereafter and which become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission (the "Additional Members" and, together with the Current Members and Accepted Members, each a "Member Institution" and collectively, the "Member Institutions").

RECITALS:

WHEREAS, the execution and delivery of this Agreement enhances the stability of Conference membership, confirms the commitment by each Member Institution to the other Member Institutions of the Conference, and thereby provides valuable benefits to each Member Institution of the Conference;

WHEREAS, the Conference has previously entered into the Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012 (as amended, collectively referred to as the "Amended ESPN Agreement");

WHEREAS, each of the Accepted Members has been accepted for membership in the Conference by the Current Members and each Accepted Member has agreed that its membership shall be effective on the date specified on its signature page to this Agreement;

WHEREAS, as a condition to the agreement of ESPN to offer additional consideration to the Conference as part of a further amendment to the Amended ESPN Agreement (the "Additional Amendment"; the Additional Amendment, together with the Amended ESPN Agreement, collectively, the "ESPN Agreement"), each of the Member Institutions is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, those rights granted herein; and

WHEREAS, the Conference and the Member Institutions desire to have this Agreement memorialize their understandings with respect to the matters set forth herein.

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

1. Grant of Rights. Each of the Member Institutions hereby (a) irrevocably and exclusively grants to the Conference during the Term (as defined below) all rights (the “Rights”) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement, regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Member Institution during the Term that are expressly set forth in the ESPN Agreement. The grant of Rights pursuant to this paragraph 1 includes, without limitation, (A) the right to produce and distribute all events of such Member Institution that are subject to the ESPN Agreement; (B) subject to paragraph 7 hereof, the right to authorize access to such Member Institution’s facilities for the purposes set forth in and pursuant to the ESPN Agreement; (C) the right of the Conference or its designee to create and to own a copyright of the audiovisual work of the ESPN Games (as defined in the ESPN Agreement) of or involving such Member Institution (the “Works”) with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the ESPN Agreement. Notwithstanding any other provisions of this paragraph, the grant of Rights pursuant to this paragraph 1 shall not include any rights of a particular Member Institution to sports as to which the Conference and such Member Institution have agreed, as of the date of such Member Institution’s execution of this Agreement or a joinder thereto, that such Member Institution will not participate as a member of the Conference. The grant of Rights pursuant to this paragraph 1 shall remain subject to the right to produce and distribute, by means of specified media, those events of such Member Institution during the Term which are reserved to the Conference and the Member Institution under the ESPN Agreement and which may be exercised as permitted by the ESPN Agreement and in accordance with Conference policy. Each Member Institution will cause any affiliated entity which has previously been granted any interest in the Rights, to grant such interest to the Conference to the extent necessary to allow the Member Institution to fully perform all of its obligations under this Agreement and provide the Conference with the Rights contemplated hereby.

2. Copyright Assignment and License. The Conference and each of the Member Institutions acknowledge that the Conference owns or will own the copyrights to the Works. Each Member Institution hereby grants to the Conference or its designee the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference’s federal copyright ownership interest in the Works created and/or Works to be created under the ESPN Agreement. Each Member Institution agrees to cooperate with the Conference in any such action, but at the Conference’s sole expense. The rights assigned in the Works include, but are not limited to, all rights under the United States and/or foreign copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, each Member Institution hereby waives the benefit or protection of same.

3. Execution of Additional Documents. If requested by the Conference, each Member Institution hereby agrees to execute and deliver all documents reasonably requested by the Conference to effectuate the intent of this Agreement, at the Conference’s expense.

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

5. Term. The “Term” of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027. The “Effective Date” means (a) for the Current Members, the date first set forth above, and (b) for Accepted Members and Additional Members, the date on which the Conference and a particular Accepted Member or Additional Member have agreed that the membership in the Conference shall become effective in accordance with the Conference’s Constitution and Bylaws, which date is set forth on the respective signature page hereof for each Accepted Member and shall be set forth on the signature page of this Agreement for each Additional Member. For clarity, all Accepted Members and Additional Members agree to be bound as of their signature hereon even though the term of their membership in the Conference has not yet begun.

6. Acknowledgements, Representations, Warranties, and Covenants. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a member of the Conference in accordance with the Conference’s Constitution and Bylaws. Furthermore, each Member Institution represents and warrants to the Conference (a) that such Member Institution either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, has the right, power and capacity to execute, deliver and perform this Agreement and to discharge the duties set forth herein; (b) that execution, delivery and performance of this Agreement and the discharge of all duties contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Member Institution; (c) that execution and delivery of this Agreement by Member Institution and the discharge of duties contemplated herein by Member Institution will not, with or without the giving of notice or the lapse of time, or both: (i) violate or conflict with any of the provisions of the charter document, bylaws or other governing documents of such Member Institution; (ii) violate, conflict with or result in breach or default under, or cause termination of any contract, license, permit or other agreement, document or instrument to which Member Institution is a party or by which Member Institution may be bound; or (iii) violate any provision of any law, statute, rule, regulation, court order, judgment, or decree, or ruling of any governmental authority, by which Member Institution is a party or to which Member Institution may be bound; and (d) that Member Institution, either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, owns all Rights granted to the Conference in paragraph 1 above. Each of the Member Institutions covenants and agrees that (x) it will not enter into any agreement that is inconsistent with the provisions of this Agreement, and (y) it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.

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

8. Miscellaneous. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and each of the Member Institutions that are then members of the Conference. This Agreement may be executed in multiple counterparts and delivered by electronic or facsimile transmission. This Agreement, together with any substantially contemporaneous agreement between the Conference and an affiliated entity of a Member Institution relating to the Rights, sets forth the entire understanding of the parties hereto relating to the grant of Rights and related subject matter provided for herein and, effective as of the date first set forth above, supersedes all prior agreements and understandings among or between any of the parties relating to the grant of Rights and related subject matter provided for herein. The Recitals set forth above shall be deemed incorporated by this reference into and specifically made part of this Agreement. Should any provision of this Agreement be determined to be invalid or unenforceable, such shall not invalidate this Agreement, but such provision shall be deemed amended to the extent necessary to make such provision valid and enforceable and which as closely as possible reflects the original intent of the parties.

[The remainder of this page is intentionally left blank.]

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

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: _____, 2013

By: _____
John D. Swofford
Commissioner

Exhibit B

AMENDMENT TO ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT

This Amendment is entered into as of this ____ day of June, 2016, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the “Conference”), and each of the following entities: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the “Member Institutions”), who are parties to that certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (the “Original Grant Agreement”).”

WHEREAS, the Conference is a party to a Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. (collectively, “ESPN”), dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012, and by a Second Amendment to Multi-Media Agreement,” dated as of June 24, 2014 (collectively, the “Original ESPN Agreement”); and

WHEREAS, the Conference has negotiated an Amended and Restated Multi-Media Agreement with ESPN (the “Restated Multi-Media Agreement”) and a Network Agreement with ESPN (collectively, the “Prospective Agreements”), which offer certain additional consideration to the Conference; and

WHEREAS, ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The term “ESPN Agreement” in the fourth “Whereas” clause of the Original Grant Agreement is hereby amended to refer collectively to the Original ESPN Agreement and the Prospective Agreements.

2. Section 5 of the Original Grant Agreement is hereby amended by deleting the first sentence of the existing Section 5 in its entirety and substituting the following therefor:

“Term. The “Term” of this Agreement shall begin on the Effective Date and shall continue until June 30, 2036.

3. Except as specifically modified by this Amendment, the terms of the Original Grant Agreement will remain in full force and effect.

4. This Amendment is effective as of June 27, 2016.

[The remainder of this page is intentionally left blank.]

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

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: _____, 2016

By: _____
John D. Swofford
Commissioner