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COMMISSIONER: Stu Jackson

December 21, 2023

Dr. Jayathi Y. Murthy  
President  
Oregon State University  
1500 SW Jefferson Way  
Corvallis, OR 97331

Dr. Kirk H. Schulz  
President  
Washington State University  
255 E. Main Street  
Pullman, WA 99163

Re: West Coast Conference/Affiliate Invitations for Designated Sports

Dear President Murthy and President Schulz:

The West Coast Conference (“**WCC**”) is pleased to extend an invitation to Oregon State University (“**OSU**”) and Washington State University (“**WSU**”, and with OSU, each an “**Affiliate**” and collectively the “**Affiliates**”) to become affiliate members of the WCC for those sports designated in this letter agreement (“**Agreement**”) for each of the WCC’s 2024-2025 and 2025-2026 fiscal years (which run from July 1 through June 30 and referred to herein respectively as the “**2024-2025 Year**” and “**2025-2026 Year**”).

The WCC is a California non-profit association and it is governed by its Constitution (“**Constitution**”), Bylaws (“**Bylaws**”) and Administrative Regulations (“**Regulations**”, and with the Constitution and Bylaws, the “**WCC Charter Documents**”), copies of the Regulations as currently in effect have been provided to the Affiliates. The Affiliates will not become voting or participating members of the WCC, and will not be subject to and afforded the benefits of membership as described in the WCC Charter Documents, except as described in this Agreement.

The Constitution of the WCC requires, in connection with invitations of affiliate membership, the approvals of both the Presidents’ Council and the Executive Council of the WCC, and such approvals have been obtained subject to the terms and conditions of this Agreement.

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Pac-12 Conference Matters

The WCC acknowledges that each of the Affiliates has been and continues to be a member of the Pac-12 Conference (“**Pac-12 Conference**”). The Affiliates and the WCC intend that nothing in this Agreement constitutes, should be construed as creating, or causes any legal agreement or understanding between the WCC, on the one hand, and the Pac-12 Conference, on the other. To the extent required, the Affiliates have obtained any consent necessary from the Pac-12 or otherwise to enter into this Agreement.

Affiliate Sports and Required Payments

OSU and WSU, both in 2024-2025 Year and 2025-2026 Year shall become affiliate members of the WCC for the sports described below (the “**Affiliate Sports**”), and for which each of the Affiliates shall make the payments at the times described in this Agreement.

	<u>OSU</u>	<u>WSU</u>	
Men's Basketball	\$ 87,500	\$ 87,500	
Women's Basketball	\$ 87,500	\$ 87,500	
Men's Golf	\$ 8,000	\$ 8,000	
Women's Golf	\$ 8,000	\$ 8,000	
Women's Rowing	\$ 8,000	\$ 8,000	
Women's Soccer	\$ 25,000	\$ 25,000	
Softball (OSU only)	\$ 25,000	\$ _____	
Women's Volleyball	\$ 25,000	\$ 25,000	
Men's Soccer (OSU only)	\$ 25,000	\$ _____	
Men's Cross Country (WSU only)	\$ _____	\$ 8,000	
Women's Cross Country	\$ 8,000	\$ 8,000	
Women's Tennis (WSU only)	\$ _____	\$ 8,000	Subtotals
	\$ 307,000	\$ 273,000	\$580,000 per year
			\$1,160,000 2 year term

The aggregate annual payments (\$307,000 and \$273,000) for WSU and OSU, respectively, shall be paid by each Affiliate as follows: \$100,000 no later than January 19, 2024, \$100,000 no later than June 30, 2024, and the remainder no later than December 31, 2024, for the 2024-2025 Year; and \$100,000 no later than January 17, 2025, 100,000 no later than June 30, 2025, and the remainder no later than December 31, 2025, for the 2025-2026 Year. Neither Affiliate shall be permitted to subsequently decline affiliate membership in any Affiliate Sport during the 2024-2025 Year or 2025-2026 Year without paying the fees set forth herein (including, if applicable, the Withdrawal Fee, as defined below), and each Affiliate specifically

acknowledges and agrees that participation in Women's Golf and Softball are fundamental to this Agreement in view of Automatic Qualifier requirements for the WCC.

Not later than January 26, 2024, the Affiliates together, but not separately, have the option to each add Baseball to the Affiliate Sports for a fee of \$25,000 each, for each of the 2024-2025 Year and the 2025-2026 Year, with the fee for the 2024-2025 Year due not later than February 16, 2024.

As to all Affiliate Sports, the Affiliates will compete with WCC members as if they were members of the WCC for the full, regular season of each respective sport. The Affiliates will receive the same services as WCC members, including officiating, replay, and other typical services, as to each of the Affiliate Sports. The Affiliates shall be required to align their technological platforms with the WCC's providers for matters related to replay, video exchange, bench technology and similar in-game or event offerings. All of such services shall be at the cost and expense of the Affiliates without any distributions from or reimbursements by the WCC.

#### Withdrawal Obligations

OSU and WSU intend to fully satisfy their affiliate membership requirements for both the 2024-2025 Year and 2025-2026 Year. The payment obligations for both OSU and WSU are absolute, and the Affiliates acknowledge that a determination at a later date not to align with the WCC for such years in all of the Affiliate Sports will cause significant additional administrative requirements and expenses. As a result, in addition to the Affiliate's other payment obligations described in this Agreement, if an Affiliate terminates its affiliate membership status for any Affiliate Sport and does not participate in all of the Affiliate Sports for the 2025-2026 Year, it shall owe the WCC an additional payment of \$125,000 ("**Withdrawal Fee**"), due and payable as a lump sum with all of the other annual fees described in this Agreement within thirty (30) days of its notification to the WCC of its decision not to participate in all Affiliate Sports for the 2025-2026 Year, which notice must be given not later than January 1, 2025. A Notice by an Affiliate to the WCC of its intention not to participate in an Affiliate Sport for the 2025-2026 Year shall provide the WCC with the right, solely at its option, to terminate such Affiliate's participation in all Affiliate Sports but without any reduction in the Affiliate's financial obligations including payment of the Withdrawal Fee.

#### Broadcasting Matters

The WCC is a party to various broadcasting agreements including with ESPN (for both linear and digital broadcasts) and CBS Sports Network, which agreements grant the broadcasters rights to various events and obligates the current members of the WCC to undertake various commitments. Each of the Affiliates agrees that its events, whether conducted at home, away or neutral sites, shall be subject to and governed by the WCC's broadcasting agreements, without any distribution of funds to or any reimbursements of funds for the Affiliates; provided, however, that any grant of media rights to the WCC for Affiliated Sports under this Agreement will not take effect until August 2, 2024 and will expire upon the termination of this Agreement

(including, for avoidance of doubt, termination of affiliate membership status for the 2025-2026 Year). Any rights not granted to broadcasters, however, are reserved to the Affiliates.

#### Administrative and Coaches' Participation; Regulations

The business and affairs of the WCC are managed by the Presidents' Council and the Executive Council (comprised of each member's Athletics Director, Senior Woman Administrator, Faculty Athletics Representative and Student-Athlete representative). Representatives of the Affiliates will not participate in any of the meetings or business of the Presidents' Council or Executive Council, except that the Presidents' Council or the WCC may request the limited or partial participation on an as needed basis, but without any obligation of the WCC to make any request.

The Affiliates' coaches in the Affiliate Sports shall participate in all relevant meetings of the WCC's coaches relating to the administration of such Affiliate Sports for the 2024-2025 Year and 2025-2026 Year.

The participation by the Affiliates and their Student-Athletes in the Affiliate Sports is subject to the Regulations including, without limitation, Article 17 through 22, inclusive, relating to general principles, and the remainder of the Regulations applicable to the Affiliate Sports to the extent of the Affiliate's participation therein. The Affiliates are eligible to receive the WCC's Automatic Qualifying bids for post-season competition, and its Student-Athletes are eligible for awards and recognition as described in the Regulations. Any NCAA tournament units earned by the Affiliates will be retained by the WCC.

#### Revenues and Expenses

The Affiliates are not entitled to and will not receive any cash or other distributions from the WCC irrespective of the source. Similarly, neither Affiliate will be entitled to any reimbursement of expenses from the WCC for any reason including their participation in the Affiliate Sports. The WCC shall not receive any funds from the Pac-12 Conference nor shall it have any financial obligations to the Pac-12 Conference. Other than the fees for Affiliate Sports and the Withdrawal Fee set forth herein, neither Affiliate shall be liable to the WCC for any fees in exchange for the ability to compete in the Affiliate Sports assuming compliance with the terms and conditions of this Agreement.

#### Intellectual Property Matters

The WCC and its member institutions own the rights to use and sublicense to others the right to use certain trademarks (collectively, the "**WCC Trademarks**"), which include for the WCC and each member institution its trademarks, trade name, trade dress, other commercial symbols, signs, copyrights, logos and/or other indicia of origin, whether registered or unregistered. The WCC grants to the Affiliates a non-exclusive, royalty-free license and right to use the WCC Trademarks, but only during the term of this Agreement (expiring June 30, 2026),

and solely for the purpose of promoting the WCC's Affiliate Sports and the Affiliate's participation therein. The Affiliates do not acquire any right, title or interest in or to the Trademarks other than the right to use the same in accordance with this Agreement and the promotion of the Affiliate Sports. The Affiliates shall not modify or alter any of the Trademarks, or dispose or otherwise knowingly harm the goodwill associated with any of the Trademarks. The WCC acknowledges OSU, WSU, and the Pac-12 Conference's rights to continue to use their respective trademarks in association with participation in Affiliate Sports and other performance of this Agreement.

#### Miscellaneous Provisions

(i) This Agreement and all claims arising out of or relating to it shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed entirely within such State by California residents. Each Affiliate has full power and authority to execute and to deliver this Agreement and all related documents, and to carry out the transaction contemplated herein. This Agreement is valid, binding and enforceable against each Affiliate in accordance its terms. The execution of this Agreement and the consummation of the transaction contemplated herein do not result in a breach of the terms and conditions of nor constitute a default under or violation of any law, regulation, court order, agreement or obligation to which either Affiliate is now a party or by which each Affiliate may be bound or affected.

(ii) If a party to this Agreement shall bring any action, for any relief against the other party, declaratory or otherwise (as determined by the final non-appealable judgment of a court of competent jurisdiction), to enforce the terms hereof or to declare rights hereunder, the non-prevailing party in such action shall pay to the prevailing party in such action a reasonable sum for the prevailing party's attorneys' fees and expenses (at the prevailing party's attorneys' then current rates, as increased from time to time by the giving of advance written notice by such counsel to such party) incurred in prosecuting or defending such action and/or enforcing any judgment, order, ruling or award.

(iii) Each Affiliate agrees to individually indemnify, defend, and hold harmless the WCC, each of its members, and each of their officers, trustees, employees, attorneys, agents and representatives from and against any and all liabilities, losses, suits, actions, or causes of action that any party entitled to indemnification suffers as a result of (A) such Affiliate's breach of any representation and warranty in this Agreement, or (B) such Affiliate's negligent, reckless, or intentional conduct.

(iv) Each of the parties agrees to keep confidential the financial terms of this Agreement, unless and until such terms have been disclosed publicly other than through a breach by a party of this covenant or as otherwise required by law. This provision does not prohibit a party from providing this information on a confidential and privileged basis to a party's attorneys or accountants. Notwithstanding the foregoing, the WCC recognizes that both Affiliates are subject to their respective state's public records laws and that all or portions of this Agreement,

including the financial terms, may be subject to disclosure under said laws. In the event that an Affiliate receives a public records request that implicates this Agreement, the Affiliate will withhold or redact information to the extent permitted, in the Affiliate's sole discretion, under the applicable public records law; provided however, that in the event that the Affiliate believes any portion of this Agreement is subject to disclosure, the Affiliate will notify the WCC of such with sufficient time prior to release for the WCC to seek court relief.

(v) Substantially concurrently with the execution of this Agreement, the parties shall issue a joint press release or separate press releases, in each instance mutually agreeable to all of the parties but without any disclosure of the financial terms in any such releases.

\* \* \*

[Signature Page Follows]

Oregon State University  
Washington State University  
December 21, 2023  
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If OSU and WSU are in agreement with the foregoing, please execute a copy of this Agreement below, and return the same to the undersigned.

WEST COAST CONFERENCE

By: Stu Jackson  
Stuart W. Jackson  
Commissioner

Agreed and Accepted:

OREGON STATE UNIVERSITY

WASHINGTON STATE UNIVERSITY

By: Jayathi Murthy  
Dr. Jayathi Y. Murthy  
President

By: \_\_\_\_\_  
Dr. Kirk H. Schulz  
President

[Signature Page to Affiliate Member Agreement]

If OSU and WSU are in agreement with the foregoing, please execute a copy of this Agreement below, and return the same to the undersigned.

WEST COAST CONFERENCE

By: Stu Jackson  
Stuart W. Jackson  
Commissioner

Agreed and Accepted:

OREGON STATE UNIVERSITY

By: \_\_\_\_\_  
Dr. Jayathi Y. Murthy  
President

WASHINGTON STATE UNIVERSITY

By: Kirk H. Schulz  
Dr. Kirk H. Schulz  
President

[Signature Page to Affiliate Member Agreement]