

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), which shall not be effective until confirmation by the Florida Board of Governors, is entered into by and between THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of Florida State University (the “University,” the “Board,” or the “Board of Trustees”), and Dr. Richard D. McCullough (the “President” or “Dr. McCullough”). The Board and Dr. McCullough may hereinafter be collectively referred to as the “parties.”

### **RECITALS**

WHEREAS, the Board has conducted an extensive nationwide and public search for the next President of the Florida State University; and

WHEREAS, the Board, acting for and on behalf of the University, has the statutory and regulatory authority to select a president of the University; and

WHEREAS, the University wishes to employ Dr. McCullough as its president and Dr. McCullough wishes to serve as the University President and be its employee, subject to the terms and conditions of this Agreement; and

WHEREAS, both the University and Dr. McCullough desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.0 Term.** The University shall employ Dr. McCullough as its president for a term of five (5) years, contingent upon confirmation by the Florida Board of Governors, in accordance with Board of Governors Regulation 1.002. This contract shall commence effective August 16, 2021, and end August 31, 2026. Upon mutual agreement of the parties, this Agreement may be extended for additional successive one-year terms upon approval of the Board and confirmation by the Florida Board of Governors following a positive annual performance evaluation. Dr. McCullough hereby accepts such employment on the terms and conditions set forth in this Agreement. This appointment shall be subject to prior termination as provided for in this Agreement and to the availability of annual appropriations by the Florida Legislature.

**Section 2.0 Powers and Duties.** Effective on his first day of employment, Dr. McCullough shall be the President of the University, subject to the regulations, policies and supervision of the Board. Dr. McCullough shall have the powers and duties reserved to the position of University President by the Florida Statutes, Regulations of the Florida Board of Governors, Regulations of the University Board of Trustees, the University Bylaws and Policies,

and other actions of the Board of Trustees (collectively, the “Duties”). Dr. McCullough and the Board acknowledge and agree that the Duties shall be consistent with those customarily performed by presidents of top-tier, flagship state universities comparable in size and type to the University, including, without limitation, educational leadership, faculty relations, budgeting, long-range planning, fundraising, development, public relations, student services, primary control and responsibility for the intercollegiate athletics program, recruitment of personnel, appointment, promotion, termination and dismissal of all faculty and staff members, and such other duties as may be mutually agreed upon by the Board and the President.

### **Section 3.0 Compensation.**

**Section 3.1 Annual Base Salary.** As compensation for the services to be performed by Dr. McCullough pursuant to this Agreement, the University shall pay to Dr. McCullough an annual base salary of \$700,000 distributed over 26.1 pay periods. The annual base salary will be funded in compliance with section 1012.975, Florida Statutes, and any and all applicable regulations of the Florida Board of Governors. Funding sources for the annual base salary may include Florida State University and/or its direct support organizations, as appropriate. This amount shall be payable according to the pay plan for executive service employees of the University, with appropriate deductions for taxes and benefits. The Board may increase Dr. McCullough’s annual base salary in connection with the annual evaluation of his performance, as set forth in Section 4.2 of this Agreement.

### **Section 3.2 Incentive Compensation.**

- (A) **Performance Compensation:** At the time of the President’s annual evaluation by the Board as provided in Section 4.2, the Board may award Dr. McCullough an annual performance bonus of up to \$150,000 contingent upon the availability of funds, based on the Board’s evaluation of the President’s achievement of written goals and objectives mutually agreed upon by Dr. McCullough and the Board for that year.
- (B) **Retention Compensation:** Dr. McCullough shall be eligible for a retention payment, which shall be paid only after Dr. McCullough has served the University to the Board’s satisfaction in the role of President for a full five (5) years. If the President serves a full five (5) year period as contemplated by this Agreement, the University shall pay to Dr. McCullough an accumulated retention payment of \$500,000, assuming satisfactory service, at the completion of the fifth year.
- (C) As a tenured Professor, as outlined in Section 5.5 of this Agreement, Dr. McCullough shall receive any recurring and/or non-recurring performance (non-merit) increases provided to University faculty.

**Section 3.3 Deferred Compensation.** While employed as University President, Dr. McCullough shall be provided deferred compensation equal to 25% of his annual base salary then in effect. This sum shall be provided through an established plan with the University (e.g. 457 and 415(m) plans, etc.). Funding sources for deferred compensation may include Florida State University and/or its direct support organizations, as appropriate.

**Section 4.0. Goals & Evaluation.**

**Section 4.1 Annual Goals.** On or before July 1<sup>st</sup> of each year of this Agreement, Dr. McCullough shall provide to the Chair of the Board (the “Chair”) a list of proposed goals for the twelve (12) months period beginning on July 1<sup>st</sup>. The Board or a committee thereof (referred to in this section as “the Board”) and Dr. McCullough shall discuss the President’s proposed goals and objectives, after which time the Board and Dr. McCullough shall agree upon the final goals for that twelve (12) months period. Dr. McCullough shall provide the proposed goals and objectives for the first year of the term to the Chair as soon as practicable after his first day of employment as President.

**Section 4.2 Annual Evaluation.** On or before July 1<sup>st</sup> of each calendar year, Dr. McCullough shall initiate the evaluation process for the period that began on July 1<sup>st</sup> of the previous calendar year by submitting to the Board a self-appraisal of his performance during that period. This self-appraisal shall address performance related to each of the goals agreed upon by the Board and the President in the preceding year. After the President has submitted the self-appraisal to the Board, the Board shall evaluate his performance for the previous year based on his achievement of the mutually agreed upon goals and, to a lesser extent, other such criteria the Board deems appropriate. To aid the Board in its annual performance review, the President agrees to furnish to the Board such additional oral or written reports as it may request.

**Section 5.0 Benefits.**

**Section 5.1 Standard Benefits.** While employed as University President, Dr. McCullough shall be eligible to participate in all present and future benefit plans maintained by the University for executive service employees. Such benefits shall include, without limitation, health care programs, disability programs, life insurance programs, retirement plans, tax-deferred savings plans, flexible spending plans, and vacation and sick leave.

**Section 5.2 Business/Travel Expenses & Dues.** While employed as University President, the University and/or its direct support organizations shall cover the cost of Dr. McCullough’s reasonable business expenses, including professional dues, meetings, business travel, and work-related entertainment. When the President’s spouse or partner travels with him on University-related business, the University and/or its direct support organizations shall cover the cost of the spouse/partner’s reasonable travel expenses for travel that is in the best interests of the University. The President shall be entitled to payment of Governor’s Club, Seminole Legacy Golf Club, and University Center Club dues, communication expenses, and other items as included in the Office Budget and Foundation Budget. All travel expenses paid with state funds shall conform to the laws of the State of Florida, University regulations and travel policies.

**Section 5.3 Automobile.** The University will provide \$1,000 monthly in car allowance support.

**Section 5.4 Sign-On Bonus & Relocation.** The University shall provide a one-time sign-on bonus and relocation expense payment equal to the lesser of: (A) 25,000 plus reasonable and documented relocation expenses of \$25,000 if any; and (B) \$50,000.

**Section 5.5 Tenure.** Dr. McCullough shall be granted a tenured faculty appointment at the rank of Professor in the College of Arts and Sciences upon his appointment as University President (or as soon thereafter as practicable), with all rights and privileges afforded to such appointment. Thereafter, Dr. McCullough's faculty tenure and status shall be subject to the same University regulations, policies and protections available to other tenured faculty of the University. The University shall provide Dr. McCullough with a suitable office and administrative support coverage.

**Section 6.0 Housing.** For the benefit and convenience of the University, while employed as University President, Dr. McCullough shall be required to reside in the University-owned President's House located on the University campus in Tallahassee, Florida, in order for him to be immediately available to properly perform his duties and responsibilities as the University's President. The University shall provide staff with responsibilities for security, grounds keeping, repairs, and general maintenance of the residence and cover all related expenses, including utilities. In addition, the University shall provide housekeeping services for all public areas of the President's House.

For the benefit and convenience of the University, the President's House shall be available and shall be used for University-related business and entertainment on a regular and continuing basis. Costs associated with such University events shall be paid by the University. Housekeeping services for private areas shall be the responsibility of the President at his expense.

**Section 7.0 Outside Activities.** Dr. McCullough agrees to faithfully, industriously, and with maximum application of experience, ability and talent, devote full-time attention and energies to his duties and responsibilities as University President. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the Duties set forth in Section 2.0 of this Agreement. Dr. McCullough shall not engage in any activity that may be competitive with or adverse to the best interests of the Board and the University.

Dr. McCullough may serve on up to three (3) boards of directors of for-profit corporations, with prior approval from the Board, in addition to University direct support organizations, with such approval not unreasonably withheld, and subject to state statutes regarding conflicts of interest/commitment. In addition, Dr. McCullough must give prior notice to the Board Chair before agreeing to serve on any board of directors of a nonprofit corporation (not including University direct support organizations). Any and all income or other compensation earned by Dr. McCullough in connection with outside business activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation and benefits he is otherwise entitled to receive under this Agreement. With approval, Dr. McCullough may also serve on any national, state or local boards that further the interests of the University and such service shall not be deemed personal in nature.

**Section 7.1 Reporting of Outside Activities.** As an Executive Service employee, the President is obligated to comply with University policies on conflicts of interest, gift solicitation

and acceptance, and outside activity/outside employment disclosures and shall utilize University's procedures and systems for any disclosures. The President shall ensure prompt filing of a Form 1 within 30 days of appointment and, thereafter, timely reporting of any gifts, honoraria, or other annual information required by the Florida Commission on Ethics.

**Section 8.0 Representations & Warranties Regarding Prior Conduct.** Dr. McCullough acknowledges that Inappropriate Conduct at the University shall not be tolerated. "Inappropriate Misconduct" means harassment, sexual harassment, sexual assault, or other forms of sexual misconduct, and unlawful discrimination of any kind." Dr. McCullough hereby represents and warrants that the following statements are true and correct:

- a) In the last 15 years, Dr. McCullough has not been accused of Inappropriate Conduct.
- b) In the last 15 years, Dr. McCullough has not retaliated or been accused of retaliation against any student, coworker, supervisor, or other person for making a complaint of Inappropriate Conduct.
- c) In the last 15 years, Dr. McCullough has not engaged in any form of Inappropriate Conduct.
- d) In the past 15 years, Dr. McCullough has not been found guilty or otherwise responsible for Inappropriate Conduct.
- e) Dr. McCullough will fully and timely participate in all trainings required by the Florida Board of Governors and/or the University, including mandatory trainings on the subjects of sexual harassment, sexual assault, or other forms of sexual misconduct or discrimination, and will also require all University employees to do the same.
- f) Dr. McCullough has not entered into any type of settlement agreement related to allegations of Inappropriate Conduct against Dr. McCullough, and Dr. McCullough has no knowledge that any prior employer of Dr. McCullough has entered into any type of settlement agreement relating to claims that Dr. McCullough either engaged in Inappropriate Conduct or that Dr. McCullough did not respond appropriately to allegations of Inappropriate Conduct made against employees or students for which Dr. McCullough had supervisory or other responsibility.
- g) In the past 15 years, Dr. McCullough has not engaged in or failed to report to appropriate institutional or regulatory officials conduct by employees or students for which Dr. McCullough had supervisory or other responsibility that involves violations of rules or regulations related to academic integrity.
- h) In the past 15 years, Dr. McCullough has not engaged in conduct or failed to report to appropriate institutional or regulatory officials conduct by employees or students for which Dr. McCullough had supervisory or other responsibility that would constitute a crime involving moral turpitude, violence, dishonesty or a crime of any type wherein the victim was a student.

i) Dr. McCullough has accurately disclosed to the University or its search firm all (1) background information, including without limitation criminal history, (2) any Inappropriate Misconduct that may or may not be included in the required representations and warranties in this Section, and (3) any other conduct which, if discovered, would tend to bring Dr. McCullough or the University into public disrepute, contempt, scandal or ridicule, with such conduct materially offending prevailing social mores or values or reflecting materially unfavorably upon the University's reputation and overall primary mission and objectives.

j) By signing this Agreement, Dr. McCullough confirms that all statements, representations and warranties contained in this Section are true and any misrepresentation will be grounds for immediate termination from the role of FSU President and member of the faculty.

### **Section 9.0 Termination or Resignation.**

**Section 9.1 Termination for Cause.** Notwithstanding anything in this Agreement to the contrary, the Board may terminate this Agreement at any time for cause by a vote of the Board. For purpose of this Agreement, "cause" shall mean any one or more of the following, determined in the reasonable sole judgement of the Board by a majority vote:

- (A) Neglect or inattention to the Duties of University President as specified in Section 2.0 or Dr. McCullough's refusal or unwillingness to perform such duties in good faith and to the best of his abilities after reasonably specific written notice of such neglect or inattention being given to Dr. McCullough by the Board Chair and continued neglect or inattention during a subsequent reasonable period specified by the Board; or
- (B) Material, serious, or repetitive violation or breach of this Agreement; or
- (C) Conviction, a plea of guilty, or a plea of nolo contendere by Dr. McCullough to any felony, or to a misdemeanor involving moral turpitude; or
- (D) Fraud or dishonesty of Dr. McCullough in the performance of his duties and responsibilities as University President; or
- (E) Fraud or dishonesty of Dr. McCullough in the preparation, falsification or alteration of document or records; or
- (F) Knowing failure to obtain prior approval for outside activities as required by law or this Agreement; or
- (G) Commission, participation, action or inaction in any act, situation, or occurrence by Dr. McCullough which brings Dr. McCullough or the University into public disrepute, contempt, scandal or ridicule, with such conduct materially offending prevailing social mores or values or reflecting materially unfavorably upon the University's reputation and overall primary mission and objectives, including conduct that occurred while Dr. McCullough was University President as well as conduct occurring prior to University employment that was not adequately disclosed by Dr. McCullough to the University as part of the hiring process; or
- (H) Seriously offensive and inappropriate behavior of a material nature towards the University, its employees, officers, faculty, students, or supporters; or
- (I) Breach or a material misrepresentation of the representations and warranties regarding prior conduct in Section 8.0; or

- (J) Actions or omissions that materially harm the University which are undertaken or omitted knowingly and are criminal or fraudulent or involve material dishonesty or moral turpitude; or
- (K) Material breach of fiduciary duty to the University; or
- (L) Failure to maintain a reputation and image appropriate for that of a top tier public university.

In the event that the Board determines there are grounds to terminate Dr. McCullough for cause pursuant to Section 9.1(A), the Board may terminate Dr. McCullough's appointment as FSU President only and he shall be entitled to elect either: (1) to receive a sum of severance pay equal to 20 weeks of his annual base pay then in effect, pursuant to section 215.425, Florida Statutes, or (2) to return to the faculty with tenure at a salary of the average salary for a Professor in the President's discipline in the most recent Oklahoma State University Faculty Salary Survey plus 10%. In the event that the Board determines there are grounds to terminate Dr. McCullough for cause under any one or more of Sections 9.1(B) – 9.1(L), the Board may terminate Dr. McCullough's employment in all capacities with the University and Dr. McCullough shall not be entitled to any further compensation or benefits under this Agreement and shall forfeit any additional compensation accrued but not earned pursuant to Section 3.0. The Board may suspend Dr. McCullough for a period not to exceed 90 days for any one or more of the acts or omissions representing the grounds for termination for cause without waiving the right of termination.

**Section 9.2 Termination Without Cause.** The University may terminate this Agreement without cause at any time for the convenience of the University upon the lesser of 90 days prior written notice to Dr. McCullough or the remaining term of the contract. If the University terminates this Agreement without cause prior to its expiration, Dr. McCullough shall be entitled to elect either: (1) to receive a sum of severance pay equal to 20 weeks of his annual base pay then in effect, pursuant to section 215.425, Florida Statutes, or (2) to return to the faculty with tenure at a salary of the average salary for a Professor in the President's discipline in the most recent Oklahoma State University Faculty Salary Survey plus 10%.

Any severance pay provided may not exceed the amount specified in section 215.425, Florida Statutes. Severance pay cannot be provided by the University when an officer, agent, employee, or contractor has been fired for misconduct, as defined in section 443.036(29), Florida Statutes.

Termination of this Agreement by virtue of Dr. McCullough's death or permanent disability (as defined in Section 9.3 of this Agreement) shall not be construed as termination without cause.

**Section 9.3 Death/Permanent Disability.** Dr. McCullough's death or permanent disability prior to the expiration date of this Agreement shall terminate this Agreement, subject to the provisions of this section. For purposes of this Agreement, "permanent disability" shall be defined as Dr. McCullough's inability to perform the Duties as specified in Section 2.0 of this Agreement for a minimum of three (3) continuous months.

In the event of Dr. McCullough's death while serving as University President, his spouse/partner, or, if none, his estate, shall receive any benefits, if any, to which he is entitled

under this Agreement. In addition, his spouse/partner shall be entitled to remain in the University-owned residence for up to 100 days after Dr. McCullough's death.

If Dr. McCullough becomes permanently disabled during his/her service as University President, he shall receive all benefits to which he is entitled pursuant to the University's disability insurance plan in which he participates.

**Section 9.4 Resignation as President.** Dr. McCullough may voluntarily terminate this Agreement at any time upon a minimum of 90 days prior written notice to the University. Dr. McCullough's employment as University President shall cease on the effective date of the resignation and he shall not be entitled to any further compensation, bonuses, or benefits as President, except as set forth in the University's various benefits plans with respect to vesting and rights after termination of employment. By a majority vote, the Board may elect to reduce or eliminate the 90 day notice period.

**Section 10.0 Dispute Resolution.** The Board and Dr. McCullough agree that if any dispute arises concerning this Agreement that they will first attempt in good faith to resolve the dispute to their mutual satisfaction within 60 days. If they are unable to do so, the Board and Dr. McCullough agree that they will submit to a confidential mediation before a mutually agreeable State of Florida certified mediator in Tallahassee, Florida. If a resolution is not agreed to by or after mediation, the Board and Dr. McCullough agree that they will submit the dispute to confidential, binding arbitration before a panel of three American Arbitration Association certified arbitrators who reside within the State of Florida. The Board and Dr. McCullough will each select one arbitrator of their choosing, and the two arbitrators will jointly select the third neutral arbitrator. The proceedings will be governed by the Commercial Arbitration Rules of the American Arbitration Association then in effect and will take place in Tallahassee, Florida. The fees and costs of the mediation and/or arbitration, including the mediator's and the arbitrators' fees, shall be divided equally among the parties, unless otherwise agreed in writing by the parties. Each party shall bear their own costs of any legal fees associated with the dispute, the mediation and/or arbitration. The University and Dr. McCullough will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know the disclosed information, and will use their best efforts to ensure that such persons do not further disclose any such information. The University and Dr. McCullough agree that no arbitrator may be a University faculty member or have any material ongoing relationship with the University. The University and Dr. McCullough understand that this provision is subject to any disclosures that may be required by law.

**Section 11.0 Notice.** Unless and until changed by one party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

**If to the University:**

Chair, Florida State University Board of Trustees  
Office of the President

Carolyn Egan  
General Counsel

Florida State University  
211 Westcott Building  
Tallahassee, FL 32306-1470

Florida State University  
211 Westcott Building  
Tallahassee, FL 32306-1470

If to Dr. McCullough

Dr. Richard D. McCullough  
Office of the President  
Florida State University  
211 Westcott Building  
Tallahassee, FL 32306-1470

**Section 12.0 Severability and Waiver.** If any portion of this Agreement shall be held to be invalid, inoperative, or unenforceable then, so far as possible, effect shall be given to the intent manifested by the portion held invalid, inoperative or unenforceable, and the remainder of this Agreement shall remain in full force and effect. No waiver or failure to enforce any or all rights under this Agreement by either party on any occasion shall constitute a waiver of that party's right to assert the same or any other rights on that or any other occasion.

**Section 13.0 Governing Law.** This Agreement shall be interpreted and construed, and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Florida, excluding its choice of law rules.

**Section 14.0 Counterparts.** This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument.

**Section 15.0 Modification of Agreement.** This Agreement represents the full and complete understanding of the parties and supersedes any previous or contemporaneous written or oral representations made by either party. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by mutual written consent of the parties.

**Section 16.0 Personal Contract.** The obligations and duties of Dr. McCullough shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. McCullough and his/her executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

**Section 17.0 Insurance and Indemnification.**

**Section 17.1 Insurance** Dr. McCullough and the University agree that the University may purchase a life insurance policy on Dr. McCullough with the University named as beneficiary, and that Dr. McCullough agrees to submit to any reasonable medical examination(s) required by the insurance company as a condition for the purchase of said policy.

**Section 17.2 Indemnification** Dr. McCullough may be provided with director's and officer's liability insurance coverage and be protected by indemnification agreements on the same terms and conditions enjoyed by trustees and senior officers, said coverage to survive termination as to matters relating to his presidency.

**Section 18.0 No Trust Fund.** Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Dr. McCullough acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Dr. McCullough

**Section 19.0 Code Section 409A and Code Section 457.** All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the University or incurred by Dr. McCullough during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in on taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Internal Revenue code of 1986, as amended, and to the extent that such payment or benefit is payable upon Dr. McCullough's termination of employment, then such payment or benefit shall be payable only upon Dr. McCullough's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

The parties intend that this Agreement will be administered in accordance with Section 409A and to the maximum extent possible, payments hereunder will not subject to tax under Section 457 of the Internal Revenue Code of 1986, as amended, prior to the time that amounts become payable to Dr. McCullough. To the extent that any provision of this Agreement is ambiguous as to its exemption from or compliance with Section 409A, the provision shall be read in such a manner so that all payments hereunder are exempt from or comply with Section 409A. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

**Section 20.0 Public Disclosure of the Agreement.** Both parties agree and acknowledge that this Agreement may be subject to the Florida public records law, Chapter 119, Florida Statutes, or other provisions and may, therefore, be subject to disclosure by and in the manner provided.

**Section 21.0 Miscellaneous.** The headings in the Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms “Board,” “Board of Trustees,” and “University,” as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer, or employee of said entity.

Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

**Section 22.0 Understanding of the Agreement.** Both parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with the intention to comply with its terms.

**Section 23.0 General Cooperation Covenant.** Without limitation of the obligations specified in the Agreement, applicable University rules, regulations, policies and procedures, Dr. McCullough agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, Dr. Richard D. McCullough and the authorized representative of the Florida State University Board of Trustees have executed this Agreement on this 25 day of June, 2021.

**FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES,  
for and on behalf of Florida State  
University**

DocuSigned by:  


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Edward E. Burr  
Chair, Board of Trustees

6/26/2021 | 11:34 AM EDT  
Date: \_\_\_\_\_

**PRESIDENT**

DocuSigned by:

*President-Elect McCullough*

53626F41334E4DB...

Dr. Richard D. McCullough

6/26/2021 | 10:34 AM EDT

Date: \_\_\_\_\_

Reviewed and approved as to form  
and legal sufficiency:

DocuSigned by:

*Caro*

256EDDCACB96487...

Caro  
Caro A. Egan  
General Counsel