

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is between the WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS FOR AND ON BEHALF OF WEST VIRGINIA UNIVERSITY (the “University”) and Michael T. Benson, D.Phil. (“BENSON”).

1. **Recitals.** The University shall employ BENSON as the University’s President, and BENSON accepts such employment, upon the terms and conditions set forth in this Agreement.

2. **Employment Term.** Subject to earlier termination as provided in this Agreement, the term of BENSON’s employment as President of the University pursuant to this Agreement shall be from July 15, 2025 through June 30, 2030 (“Term”). Upon expiration of the Term or earlier termination of this Agreement, BENSON’s employment as President shall terminate. BENSON’s appointment as President is made at the will and pleasure of the West Virginia University Board of Governors (“BOG” or “Board”) and BENSON’s service in this position or termination from it is at the discretion of the Board.

3. **Duties; Conflicts of Interest.**

(a) **General Duties.** BENSON shall serve the University in the capacity of President, acting as chief executive officer, and devoting BENSON’s best efforts, energy, and skill to such position. BENSON shall be responsible to the Board of Governors, or its successor (the “Board”), and shall report directly to the Board through the Chair of the Board, or such other Board member and/or Board committee designated by the Chair, or by the Board. BENSON’s duties and responsibilities as President are identified in the Bylaws and/or policies of the Board, together with applicable state laws. BENSON shall comply with federal and state laws, rules, and regulations attendant to BENSON’s position as President, as well as the directives, policies, procedures, and rules of the Board. Subject to the foregoing, BENSON shall have the general powers and duties of supervision and management of the property and business affairs of the University that usually pertain to the office, and shall have general charge of all of the academic programs of the University. BENSON shall perform all duties incidental to the office of President, including without limitation fundraising and development; public and alumni relations; institutional, faculty, and educational leadership; long-range and strategic planning; student and faculty recruitment; appointment, supervision, promotion, and dismissal of staff members; maintenance of an apolitical position when representing the University; and all other duties set forth in the University’s Bylaws and the directives, policies, procedures, and rules of the Board, as in effect from time to time.

(b) **Faculty Position.**

(i) BENSON shall be eligible for a faculty position with tenure, contingent upon endorsement by the Department of History in the Eberly College of Arts & Sciences in accordance with their policies and procedures.

(ii) If BENSON receives a faculty position, BENSON’s duties as a faculty member in the University’s Department of History in the Eberly College of Arts & Sciences shall include such teaching and research at a reduced level during BENSON’s presidency so as not

to interfere or conflict with BENSON's performance of BENSON's duties as President; provided, that all University administrators, including the president, holding tenured faculty positions are required by state law to either teach every eighteen months or maintain an on-going research program. These faculty duties shall be subject to and performed in accordance with the policies and procedures of the University generally applicable to faculty, as those policies and procedures may be adopted and amended from time to time, except as expressly provided to the contrary in this Agreement.

(iii) Should BENSON's appointment as President be terminated for Cause (as defined in Section 15 below), then BENSON's faculty appointment shall likewise terminate, automatically and without further action, as provided in Section 15, notwithstanding any University policies, procedures, rules and regulations regarding termination of tenure and/or faculty appointments. Except as set forth in the preceding sentence and Sections 3(c) and 15, BENSON's employment as a member of the faculty, including termination of BENSON's faculty appointment, shall be subject to the University's applicable policies, procedures, rules and regulations, as in effect from time to time.

(c) Other Employment; Conflicts of Interest. The parties agree that should another employment opportunity in higher education or otherwise be presented to BENSON, or should BENSON be interested in other employment during the term of this Agreement, or any renewals or extensions, BENSON must notify the Chair of the Board of such opportunity or interest before any discussions can be held by BENSON with any potential employment principals/agents. BENSON shall not render services of any nature (including, without limitation, service as a member of the board of directors or other governing body of any entity) to or for any person or organization as a volunteer or for compensation other than the University during the Term without the prior written consent of the Chair of the Board, which shall only be granted upon the disclosure by BENSON of all relevant information and/or details deemed necessary by the Chair of the Board. Provided, however, that BENSON shall serve as the chair of the board of directors of the West Virginia United Health System, Inc. ("WVUHS") and West Virginia University Hospitals, Inc. ("WVUH") as required by state law. In addition, BENSON may not accept any salary supplement or deferred compensation from the West Virginia University Foundation (the "Foundation"), WVUHS, WVUH, their affiliates, or any other source, intended to compensate BENSON for performing the duties of President, except as agreed to by the University and that entity. Under no circumstance may BENSON engage in any activities that may be competitive with or adverse to the best interests of the University, as determined by the Board in its sole discretion. The making by BENSON of passive personal investments and the conduct of private business affairs by BENSON shall not be deemed a violation of the preceding sentence, provided that such activities do not interfere with BENSON's performance of BENSON's duties under this Agreement. Anything to the contrary notwithstanding, any outside activities otherwise permitted in accordance with this Section 3(c) must be consistent with applicable law, policies and procedures, including without limitation the West Virginia Ethics Act and WVU BOG Rule 1.4 – Ethics, Conflicts of Interest, and Outside Consulting Arrangements.

(d) Certain Reporting Obligations. As President, BENSON shall perform the duties of a campus security authority under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act") and the duties of a responsible employee under

the University's policies and procedures adopted for purposes of compliance with Title IX of the Education Amendments of 1972, the Violence Against Women Act's amendments to the Clery Act, and/or any similar state or local law, including without limitation BOG Rule 1.6 (collectively, "Title IX Policies"). Without limiting the foregoing or BENSON's reporting obligations under other University policies and procedures, if BENSON becomes aware of any fact, occurrence, circumstance or state of affairs that BENSON is obligated to report pursuant to the Title IX Policies, BENSON will immediately and directly report such information to the applicable designated University official (currently the University's Title IX Coordinator).

#### **4. Salary.**

(a) As President. BENSON shall be paid by the University, with support from the WVU Foundation, a base salary at an annual rate of Eight Hundred Fifty Thousand Dollars (\$850,000.00) per year (less any applicable deductions and tax withholdings) for the substantial services BENSON performs as President pursuant to this Agreement. Such salary shall be payable to BENSON in bi-weekly installments in accordance with the University's payroll schedule. In addition, BENSON shall be entitled to receive the annual increment available to all state employees as provided by statute. Any additional increase that the Board determines, in its discretion, shall be based upon BENSON's performance reviews as conducted by the Board from time to time pursuant to Section 5.

(b) As Faculty. While serving as President, BENSON shall not receive any additional compensation for BENSON's faculty appointment, if such an appointment is received. Should BENSON continue in the role as a faculty member in the University's Department of History in the Eberly College of Arts & Sciences following BENSON's term as President, BENSON shall be granted an initial academic year salary equal to the average of the three highest paid non-administrative faculty members in the Department of History in the Eberly College of Arts & Sciences. Should BENSON continue in the role as a faculty member in the Department of History in the Eberly College of Arts & Sciences following BENSON's term as President, BENSON shall be required to exhaust all annual leave either via lump sum or by remaining on payroll while off-appointment prior to the start of the faculty appointment.

#### **5. Performance Evaluations and Incentives.**

(a) Performance Evaluations. BENSON's performance as President will be formally reviewed in accordance with West Virginia Code §18B-1B-6 and WVU BOG Rule 1.3 – Presidential Selection, Contracts, and Evaluation.

(b) On or before May 1 of each year, BENSON shall provide, in writing, a list of BENSON's proposed performance goals for the upcoming University fiscal year to the Chair of the Board. During the 30-day period following BENSON's initial delivery of BENSON's proposed performance goals, the Chair and BENSON shall discuss the proposed performance goals, and the Board Officers will then determine and approve the applicable goals and provide them in writing to BENSON.

(c) In addition to BENSON's base salary, beginning in the second year of this Agreement, the Board may, in its discretion, award BENSON a performance incentive each year based upon BENSON's accomplishments against the performance goals established by the Board Officers for the applicable fiscal year. This incentive, if earned, shall be paid in full (subject to applicable deductions and tax withholdings) within 30 days following the date the incentive is granted (and in no event later than December 31st of the year that includes the applicable fiscal year-end). Each incentive, if any, shall be determined at the sole discretion of the Board. The right to receive a performance incentive under this Section 5 shall not arise prior to the date the Board or its designee first awards such performance award to BENSON.

**6. Deferred Compensation.** The University, with support from the WVU Foundation, shall credit on behalf of BENSON the deferred compensation amounts described in the Deferred Compensation Agreement that is attached as Appendix A to this Agreement. That Deferred Compensation Agreement, which has been established pursuant to Section 457(f) of the Internal Revenue Code, describes the requirements that must be satisfied by BENSON in order to be paid those deferred compensation amounts.

**7. Fringe Benefits.**

(a) General. For so long as BENSON performs substantial services as President pursuant to this Agreement, BENSON shall be entitled to the retirement, insurance and other benefits extended to non-classified employees of the University, subject to the eligibility and other requirements of the applicable plans. Consistent with present policy and subject to any change in that policy, annual leave will accumulate in accordance with WVU BOG Rule 3.5 – Employee Leave. BENSON shall be eligible to accumulate up to BENSON's yearly annual leave entitlement. Consistent with present policy and subject to any change in that policy, sick leave will accumulate in accordance with WVU BOG Rule 3.5 – Employee Leave; currently there is no limit on accumulation. All benefits to which BENSON is entitled under this paragraph shall be subject to change from time to time, it being understood, however, that BENSON shall be entitled at all times to whatever benefits may be offered and available to other senior administrators within the University.

(b) Automobile. For so long as BENSON performs substantial services as President pursuant to this Agreement, the University, with support from the WVU Foundation, shall provide to BENSON and BENSON's spouse the use of two vehicles commensurate with BENSON's duties as President. The University shall also pay for or reimburse BENSON for related operating expenses, maintenance and repair costs for the vehicles and automobile liability insurance, as reasonably determined by the University in accordance with its generally applicable policies and procedures as in effect from time to time.

(c) Professional Dues. For so long as BENSON performs substantial services as President pursuant to this Agreement, the University shall pay BENSON's annual membership dues to such professional organizations related to BENSON's presidential duties as the Chair of the Board may from time to time approve in writing.

(d) Club Membership. For as long as BENSON performs substantial services as President pursuant to this Agreement, the University shall pay BENSON's annual membership dues at agreed upon club(s) related to BENSON's presidential duties as the Chair of the Board may from time to time approve in writing.

(e) Development Leave. In the event that BENSON elects to continue employment as a full-time faculty member upon conclusion of BENSON's presidency, BENSON shall be entitled to one year of development leave immediately upon the conclusion of BENSON's presidency. Prior to the start of BENSON's employment as a full-time faculty member and any development leave, BENSON shall be required to exhaust all annual leave either via lump sum or by remaining on payroll while off-appointment prior to the start of the faculty appointment. During BENSON's development leave, BENSON shall receive BENSON's faculty salary, determined pursuant to Section 4(b) (payable in accordance with the University's usual and customary payroll cycle, and less any applicable withholdings and deductions), and shall be eligible for standard faculty benefits to the extent BENSON remains eligible under the terms of the applicable plans. BENSON shall engage in such appropriate and substantial academic, administrative, or fundraising pursuits for the University during the development leave period that are agreed to in writing by BENSON and the Chair of the Board. Notwithstanding any of the foregoing, BENSON shall not be eligible for the development leave benefit if BENSON's employment as President is terminated for Cause at any time during the term of this Agreement under Section 15 or for Disability under Section 14.

## **8. The President's Residence.**

(a) Residence and Other Uses. As a condition of employment as President, and for so long as BENSON performs substantial services as President pursuant to this Agreement, BENSON is required by the University to live in the President's residence (currently Blaney House) located on the University's campus. BENSON shall also use the President's residence to host events with students, faculty, and staff; for the entertainment of persons important to the University; and for other University functions on a regular basis; as well as to be available to respond promptly in the event of emergencies or other events occurring at the University requiring BENSON's immediate attention. BENSON shall promptly vacate the President's residence at the time BENSON's service as President of the University shall cease, except in the event that BENSON is no longer able to execute BENSON's duties due to death or Disability (as defined in Section 14). In such event, either BENSON's family shall be permitted to continue to occupy the President's residence for up to three months, or the University shall make comparable arrangements with BENSON's family for some other mutually agreeable housing for a similar term, as chosen by the Board.

(b) Relocation Expenses. The University shall reimburse BENSON's reasonable relocation and moving expenses from BENSON's current residence, not to exceed \$100,000, subject to such expenses being approved in advance by the Chair of the Board and subject to any reasonable requirements the Chair may specify. Any approved expenses described in this paragraph that have been properly documented by BENSON in accordance with the University's policies and procedures shall be reimbursed by the University as soon as reasonably

possible after the applicable expenses are incurred, and in no event later than the March 15th date that immediately follows the calendar year in which the applicable expense was incurred.

(c) Residence Expenses. Throughout the Term, the University shall pay all expenses connected with the reasonable maintenance and ownership of the President's residence in accordance with its current practice.

(d) Insurance. The University shall pay for liability and casualty insurance with respect to the President's residence and its use by BENSON and BENSON's family. The University and BENSON shall each be responsible for procuring contents insurance on articles of personal property owned by each respective party and located in the President's residence from time to time during the Term.

## **9. Reimbursement of Expenses**

(a) Pre-Presidency Transition Expenses. It is the expectation of the parties that, as part of BENSON's employment duties in anticipation of BENSON's service as President pursuant to this Agreement, BENSON shall make himself available prior to commencement of the Term to consult with the University's outgoing President regarding matters of transition, to meet with prominent alumni and other persons of importance to the University, and to meet with designated Board and administration members, faculty members, and students. The parties shall agree upon the dates and details of these meetings. The University shall reimburse BENSON for BENSON's reasonable travel and other expenses incurred in connection with such meetings.

(b) Travel and Entertainment. For so long as BENSON performs substantial services as President pursuant to this Agreement, reasonable travel and entertainment expenses incurred in BENSON's capacity as President of the University shall be paid directly by the University, or in the case of out of pocket expenses incurred by BENSON, reimbursed to BENSON at the expense of the University. The University shall also reimburse BENSON for reasonable travel and entertainment expenses incurred by BENSON's spouse when BENSON's spouse accompanies BENSON while BENSON is traveling on the University's business and/or at University events, in accordance with established University procedures, provided that BENSON's spouse performs defined and documented substantial duties on behalf of the University during such travel. At no time shall the University be required to reimburse BENSON for travel and/or entertainment expenses incurred by BENSON's spouse where the reimbursement of such travel expenses would be treated as taxable income to BENSON under the Internal Revenue Code.

(c) General Business Expenses. In addition to the foregoing, the University shall reimburse BENSON for other general business expenses reasonably incurred by BENSON in connection with BENSON's duties in accordance with its generally applicable University policies and procedures as in effect from time to time.

(d) Record Keeping. As a condition to any payment or reimbursement of expenses pursuant to this Agreement, BENSON shall: (i) comply with all record keeping requirements imposed by the University from time to time; and (ii) file any University-required

documentation for expenses that are eligible to be reimbursed under this Agreement within the time period required by the University's policies and in no event later than two months following the end of the calendar year in which such expenses were incurred. Such documented expenses shall be paid by the University no later than the March 15th date that immediately follows such calendar year.

**10. Working Facilities.** The University shall furnish BENSON with a private office, executive administrative assistance and such other facilities and services as may be necessary to the performance of BENSON's duties as President from time to time.

**11. Confidentiality.** BENSON acknowledges that while employed by the University BENSON will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. BENSON acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, BENSON shall not use the Confidential Information or disclose the Confidential Information to any third party, except (a) as required to perform BENSON's duties to the University in a manner consistent with professional standards and obligations; (b) as authorized or directed by the University; (c) in furtherance of the University's legitimate business interests; (d) to comply with applicable law or accreditation standards; or (v) to the extent such Confidential Information shall have become public other than by BENSON's unauthorized use or disclosure. Notwithstanding the foregoing, except as required by law, in no event shall BENSON use or disclose Confidential Information if such use or disclosure could reasonably be expected to expose the University to competitive disadvantage or legal liability, or otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public regarding the University, the Foundation or (as applicable) their respective actual or prospective students, employees, alumni or donors, including without limitation information regarding actual or potential activities of the University or the Foundation; admissions information; fundraising information; financial statements, budgets, projections, or other financial information; the identities of persons under consideration for positions as board members, officers or employees; vendor contracts and/or pricing; customer information and/or pricing; information regarding actual or potential legal, regulatory, National Collegiate Athletic Association ("NCAA") or accreditation proceedings; and any other information that should by its nature or context be recognized as proprietary and/or confidential. BENSON expressly agrees and understands that the remedy at law for any breach by BENSON of this Section 11 will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon BENSON's actual or threatened violation of any provision of this Section 11, the University shall (without limitation of other available remedies) be entitled to obtain from any court of competent jurisdiction immediate preliminary and/or permanent injunctive relief restraining any threatened or further breach.

**12. Withholding; Payroll Taxes.** Whether or not expressly stated herein, all compensation and any other benefits payable or provided pursuant to this Agreement shall be subject to withholding, payroll taxes, and such other deductions as may from time to time be required in accordance with applicable law. BENSON shall comply with all applicable reporting and record keeping requirements in regard to compensation and reimbursed expenses.

**13. Death.** In the event of BENSON's death during the Term, this Agreement shall terminate and all benefits shall cease, except as otherwise expressly provided in this Agreement and except for any benefits payable in the event of death in accordance with the benefits package provided by the University.

**14. Disability.** BENSON's employment under this Agreement may be terminated by the University at any time during the Term for Disability, upon 30 days written notice and subject to any requirements that may be imposed by applicable law. In such event, the University's sole liability shall be to pay BENSON such compensation actually earned and accrued but unpaid through the date of termination, any business expense reimbursement otherwise due and the value of any accrued but unused annual leave, all of which, except the annual leave which shall be paid in accordance with BOG Rule 3.5 – Employee Leave, shall be paid within 30 consecutive days following termination less all applicable taxes and appropriate withholdings, and any benefits payable in the event of disability in accordance with the benefits package provided by the University. For purposes of this Agreement, "Disability" means BENSON's inability to perform the essential functions of the position of President, with or without reasonable accommodation, for a period of 90 consecutive days or 180 days, whether consecutive or not, within a 365 day period by reason of any physical or mental impairment, and "Disabled" has a corresponding meaning. If the University has a reasonable good faith belief that BENSON has become Disabled, the University reserves the right to require BENSON to submit to a medical, psychological, and/or psychiatric examination, by a qualified independent physician selected by University in consultation with BENSON (if capable of consultation) and paid for by the University. BENSON agrees to submit to such examination as soon as reasonably possible after being notified about such examination. BENSON hereby waives any physician-patient privilege that BENSON may have with respect to the results of any examination conducted pursuant to this Section 14, and shall provide whatever consent may be reasonably necessary for the disclosure of these results to the University.

**15. Termination of Employment For Cause.** The University may terminate BENSON's employment as President for Cause at any time upon written notice to BENSON. For purposes of this Agreement, "Cause" shall be defined as (a) a material breach of a substantive provision of, or any representation or warranty set forth in, this Agreement which, if susceptible to cure in the reasonable opinion of the Chair of the Board, is not cured within 10 business days; (b) gross or habitual neglect of duties; (c) unreasonable absence from duties without consent of the Board of the University; (d) conviction (including a plea of no contest or a *Kennedy* plea or an *Alford* plea) of a crime other than a traffic violation; (e) substance abuse or habitual insobriety; (f) fraud, academic dishonesty or moral turpitude, whether or not related to the University, occurring prior to or during the Term; (g) material misrepresentation by BENSON of BENSON's educational or other qualifications for employment under this Agreement, including without limitation inaccuracy of any representation made in Section 24; (h) conduct occurring prior to or during the Term that is clearly contrary to the character and responsibilities of a person occupying the position of University President, significantly offends the traditions of the University, brings serious discredit to the University, or substantially harms the University's reputation (or any conduct that, if it subsequently became publicly known, would reasonably be expected to result in any of the foregoing); or (i) other malfeasance occurring prior to or during the Term which, in the opinion of



two-thirds of the voting members of the Board then in office, demonstrates that BENSON should no longer remain as President of the University. Upon BENSON's termination for Cause, (a) BENSON's employment as President shall cease immediately, (b) BENSON's faculty appointment shall terminate concomitantly, automatically and without further action (notwithstanding any University policy, procedure or practice to the contrary), and (c) the University's sole liability shall be to pay BENSON such compensation actually earned and accrued but unpaid through the date of termination, any business expense reimbursement otherwise due and the value of any accrued but unused annual leave, all of which, except the annual leave which shall be paid in accordance with BOG Rule 3.5 – Employee Leave, shall be paid within 30 days following termination less all applicable taxes and appropriate withholdings, and any benefits payable in accordance with the benefits package provided by the University.

**16. Termination Upon Notice.** Notwithstanding the Term specified in Section 2 of this Agreement, and unless terminated earlier pursuant to another provision of this Agreement:

(a) The University may terminate this Agreement and BENSON's employment as President, without necessity of demonstrating Cause, at any time during the Term for the convenience of the University upon written notice to BENSON. Termination of this Agreement by virtue of BENSON's death (pursuant to Section 13) or Disability (pursuant to Section 14) shall not be construed as termination without Cause. If BENSON's employment as President is terminated by the University without Cause, the University shall pay BENSON, within 60 days following termination, a lump-sum severance benefit equal to the lesser of (i) the aggregate of 12 months of BENSON's base salary (at the monthly rate in effect on the date of termination), or (ii) the aggregate amount of base salary that would be payable to BENSON pursuant to this Agreement through the unexpired balance of the Term, less any applicable deductions and tax withholdings. The University's obligation to pay the foregoing severance benefit shall be contingent upon BENSON providing an effective release of claims against the University and its affiliates, at such time and in such form reasonably acceptable to the University. In such event BENSON shall not thereafter be entitled to any further compensation or benefits as President, except for compensation actually earned and accrued but unpaid through the date of termination, any business expense reimbursement otherwise due and the value of any accrued but unused annual leave, all of which, except the annual leave which shall be paid in accordance with BOG Rule 3.5 – Employee Leave, shall be paid within 30 days following termination less all applicable taxes and appropriate withholdings, and any benefits payable in accordance with the benefits package provided by the University.

BENSON may resign as President and terminate this Agreement at any time during the Term by providing at least nine months' prior written notice to the University of BENSON's resignation. BENSON's employment as President shall cease and this Agreement shall terminate on the effective date of such resignation, and BENSON shall not thereafter be entitled to any further compensation or benefits as President, except for such compensation actually earned and accrued but unpaid through the date of termination, any business expense reimbursement otherwise due and the value of any accrued but unused annual leave, all of which, except the annual leave which shall be paid in accordance with BOG Rule 3.5 – Employee Leave, shall be paid within 30 days following termination less all applicable taxes and appropriate withholdings, and any benefits payable in accordance with the benefits package provided by the University. In the event

BENSON terminates this Agreement in accordance with this Section 16(b), BENSON agrees to either pay to the University or cause to be paid to the University, as liquidated damages, an amount outlined in the table below.

<u>Termination Date</u>	<u>Amount</u>
On or before June 30, 2026	\$500,000
July 1, 2026, through June 30, 2027	\$400,000
July 1, 2027, through June 30, 2028	\$300,000
July 1, 2028, through June 30, 2029	\$200,000
On or after July 1, 2029	\$0

BENSON shall make, or cause to be made, payment of the aforementioned amounts within sixty (60) consecutive days of the effective date of termination by BENSON. For the avoidance of doubt, the parties affirm that they have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the fact that the University will incur administrative, recruiting, resettlement, and other costs in obtaining a replacement for BENSON if BENSON terminates this Agreement prior to its expiration, which damages are extremely difficult or impracticable to determine with certainty. The payment of the liquidated damages shall constitute adequate and reasonable compensation to the University for the damages and injury suffered because of Termination Upon Notice by BENSON; it is not, nor shall it be construed to be, a penalty.

**17. Buyout Obligation.** The University shall pay an amount equal to (A) BENSON's buyout obligation to Coastal Carolina University (the "Coastal Buyout"), and (B) a tax gross-up payment with respect to the Coastal Buyout that is reasonably determined by the University to put BENSON in the same financial position he would have been in had the University's payment of the Coastal Buyout been nontaxable to BENSON (the "Tax Gross-Up Payment"); provided, however, that the payment of the amounts described in the this sentence are contingent on (A) BENSON providing such documentation and information regarding the Coastal Buyout and the Tax Gross-Up Payment as are reasonably requested by the University to make a reasonable determination of the total amount of the Coastal Buyout and the Tax Gross-Up Payment, and (B) receipt by the University of a written acknowledgement from Coastal University that payment of the Coastal Buyout will satisfy BENSON's remaining obligations to Coastal Carolina University based upon his resignation. The Coastal Buyout shall be paid to Coastal Carolina University on or before July 31, 2025, and the University shall pay the Tax Gross-Up Payment to BENSON on or before December 31, 2025. The University shall comply with any applicable tax reporting and withholding requirements that apply with respect to payment of the amounts described in this Section 17. Such amounts shall not be taken into account for the purposes of computing the University's contributions to or for BENSON's benefit accruals under any pension or employee benefit plan.

**18. Limitations on Damages.** BENSON acknowledges and agrees that in the event that the University breaches any obligation set forth in this Agreement, BENSON's damages, if any, shall be limited to the amount of the severance benefit set forth in Section 16. If any court or administrative tribunal awards damages (including attorneys' fees and costs) for the breach of any

such obligation in excess of the amount set forth in Section 16, BENSON hereby assigns to the University any right and interest to any such excess award.

**19. NCAA Required Acknowledgements.** Pursuant to National Collegiate Athletic Association (“NCAA”) Bylaw 11.2.1, BENSON acknowledges that:

(a) BENSON has an affirmative obligation to cooperate fully (within the meaning of NCAA Bylaw 19.2.3) in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA requirement.

(b) Any individual found to be in violation of any NCAA requirement shall be subject to disciplinary or corrective action as set forth in relevant NCAA enforcement procedures, including possible suspension without pay or termination of employment.

**20. Intellectual Property Rights.**

(a) As consideration for BENSON’s appointment and pursuant to University BOG Governance Rule 1.5 Intellectual Property Rule for Patent, Copyright, and Trademark Rights, BENSON agrees to assign and hereby assigns BENSON’s rights in Intellectual Property (as defined in BOG Governance Rule 1.5) created or invented within the scope of BENSON’s employment with the University to the University, unless otherwise agreed in writing by the Chair of the Board.

(b) Notwithstanding anything to the contrary contained in this Agreement, BENSON agrees that the University shall have the exclusive royalty-free worldwide right and license to use BENSON’s name, nickname(s), initials, autograph, image, photograph, picture and other likeness and other indicia of or closely identified with BENSON (collectively referred to as “Personal Indicia”) for the benefit of the University. Additionally, the University shall have the exclusive rights to authorize, license, or grant to any other party the right to use BENSON’s Personal Indicia; provided, however, that any such use shall be in good taste and shall not reflect negatively upon BENSON.

(c) To the extent necessary, BENSON hereby assigns to University a non-exclusive rights, title and interest to the use of BENSON’s Personal Indicia, and any derivatives thereof, during the Term, which assignment will terminate or expire when BENSON’s employment with University ends, except for uses related to BENSON’s employment and performance at University. BENSON, subject to this Agreement, is, and will remain, the sole and exclusive owner of BENSON’s Personal Indicia and all proprietary and potentially proprietary rights therein.

**21. Notices.** All notices and communications under this Agreement shall be in writing and shall be given by personal delivery or certified mail, return receipt requested, to the receiving party at the address stated here or such other address as the receiving party may designate by notice given in accordance with this Section:

BENSON: Michael T. Benson, Ph.D.  
Permanent Address on File with WVU

With a Copy to: Ryan L. Richards  
10482 N Canterbury Pl  
Highland, UT 84003

University: Chair of the Board of Governors  
West Virginia University  
105 Stewart Hall, PO Box 6204  
Morgantown, WV 26506-6204

With a Copy to: General Counsel's Office  
West Virginia University  
105 Stewart Hall, PO Box 6204  
Morgantown, WV 26506-6204

**22. Assignment.** This Agreement is personal in nature and neither party may assign or transfer any rights or obligations provided for in it. Any such purported assignment or transfer shall be void.

**23. Tax Construction Provisions.** Notwithstanding any provisions in this Agreement to the contrary, this Agreement is intended to comply with, and shall be construed to comply with, Section 409A of the Internal Revenue Code and the regulations and interpretive guidance thereunder ("409A Requirements") and Section 457(f) of the Internal Revenue Code and any applicable regulation and Internal Revenue Service guidance ("457(f) Requirements") so as not to trigger the additional tax and/or penalties or interest imposed by the 409A Requirements or 457(f) Requirements. To the extent the Agreement is subject to the 409A Requirements and is not otherwise exempt under one of the applicable exemptions from the 409A Requirements. Accordingly, by way of example and not limitation: (i) to the extent this Agreement provides for a payment to be made or a benefit to be provided upon a termination of employment, and to the extent such payment or benefit is subject to the 409A Requirements, the meaning of "termination of employment" (and other similar phrases) for purposes of that payment or benefit shall mean a "separation from service" as defined in the 409A Requirements; and (ii) with regard to any provision in this Agreement that provides for reimbursement or payment of expenses, or in-kind benefits, except for any reimbursement or payment of an expense, or an in-kind benefit, provided pursuant to this Agreement that does not constitute a "deferral of compensation" within the meaning of the 409A Requirements, (A) the right to reimbursement or payment of expenses, or in-kind benefits, shall not be subject to liquidation or exchange for another benefit, (B) the amount of expenses eligible for reimbursement or payment, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement or payment, or in-kind benefits to be provided, in any other taxable year, and (C) any claim for reimbursement or payment of an eligible expense must be submitted and settled no later than two-and-a-half (2-1/2) months after the end of the calendar year in which the expense was incurred. Nothing in this Section 22 is intended as a guarantee to BENSON that additional tax and/or penalties or interest will not arise in respect of payments and benefits payable to BENSON under this Agreement, and any liability

that might arise under the Section 409A Requirements and/or Section 457(f) Requirements shall be handled in the manner specified by the applicable Code and Internal Revenue Service requirements.

**24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement. BENSON acknowledges and agrees that neither the University nor anyone acting on its behalf (including without limitation the Foundation) has made, and is not making, and in executing this Agreement, BENSON has not relied upon, any representations, promises or inducements except to the extent expressly set forth in this Agreement.

**25. Prior Agreements; Representations and Warranties.**

(a) BENSON affirms, represents and warrants that BENSON is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of BENSON in view of, BENSON's employment by the University or BENSON's undertakings under this Agreement.

(b) BENSON further affirms, represents and warrants as follows:

(i) To the best of BENSON's knowledge, BENSON has not violated any of the bylaws, rules or regulations of the National Collegiate Athletic Association ("NCAA") or any athletic league or conference;

(ii) BENSON is not aware of any threatened or pending NCAA, league or conference investigation involving BENSON's conduct at any NCAA member institution;

(iii) BENSON has not been, and is not currently, the subject of any Title IX or similar investigation involving BENSON's conduct nor has BENSON been disciplined, sanctioned, or found responsible for any Title IX or similar violations;

(iv) BENSON has not been, and is not currently, the subject of any academic integrity or similar investigation involving BENSON's alleged plagiarism, cheating, fabrication, falsification or similar conduct, nor has BENSON been disciplined, sanctioned, or found responsible for any such violations;

(v) BENSON has not been, and is not currently, the subject of any investigation alleging BENSON engaged in discriminatory conduct nor has BENSON been disciplined, sanctioned, or found responsible for engaging in discriminatory conduct;

(vi) BENSON has not been, and is not currently, the subject of any investigation involving the U.S. Department of Education's Office for Civil Rights nor is BENSON aware of any threatened Office for Civil Rights investigations;

(vii) BENSON is not aware of any fact, occurrence, circumstance or state of affairs that could reasonably be expected to give rise to any violation, investigation, proceeding, discipline, sanction or finding described in the foregoing Subsections 24(b)(i)-24(b)(vi)); and

(viii) BENSON's resume and credentials provided to the University or its employees, agents or representatives are accurate, true and complete.

**26. Severability.** 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 not found invalid, inoperative, or unenforceable shall remain in full force and effect.

**27. Waiver; Modification.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement may not be modified in any respect except by a writing executed by each party hereto.

**28. No Third Party Beneficiaries.** This Agreement is not intended to benefit any third party, nor may any person who is not a party hereto enforce any of the rights or obligations of a party under this Agreement.

**29. Heading References.** Section headings in this Agreement are included for convenience of reference only and do not constitute a part of this Agreement for any other purpose.

**30. Voluntary Agreement.** This Agreement is the result of arm's-length negotiation between the parties, and the parties have had the opportunity to be represented by counsel of their own choosing, which includes but is not limited to, legal advice of tax consequences relative to the compensation herein. Each party enters into this Agreement freely and voluntarily and with the full intent to be bound hereby.

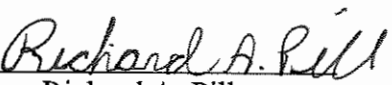
**31. Governing Law and Jurisdiction.** This Agreement is made and entered in Monongalia County in the State of West Virginia, and the laws of West Virginia shall govern its validity, interpretation, performance, and enforcement by the parties of their respective duties and obligations hereunder.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by DocuSign or similar platform, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.

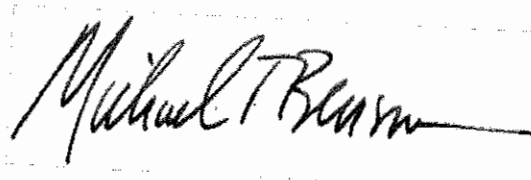
The parties' assent to this Agreement on the date(s) set forth below is established by their following signatures.

WEST VIRGINIA UNIVERSITY BOARD OF  
GOVERNORS on behalf of WEST VIRGINIA  
UNIVERSITY

Date: February 22, 2025

By:   
Richard A. Pill,  
Chair of the West Virginia University Board of  
Governors

Date: February 22, 2025

  
By: \_\_\_\_\_  
Michael T. Benson, D.Phil.