



OREGON STATE

ATHLETICS

AGREEMENT

THIS AGREEMENT is entered into as of the date of the last signature and is between **OREGON STATE UNIVERSITY**, Corvallis, Oregon (Host Institution) and **UNIVERSITY OF NEW MEXICO**, Albuquerque, New Mexico (Visiting Institution).

WITNESSETH

WHEREAS, the parties desire to schedule a Men's Baseball tournament in Surprise, Arizona. The parties mutually desire that the games to be played hereunder should have maximum media exposure, including exposure via television and radio coverage.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- I. **SPORT.** The Visiting Institution's Men's Baseball team will play on February 19-22, 2021 at the facility in Surprise, Arizona.
- II. **GOVERNING RULES.** This competition shall be governed in all respects, including the eligibility of participants, by the rules, and regulations of the National Collegiate Athletic Association in addition to any other conference or association to which either or both of the parties may belong.
 - A. The Visiting Institution shall adhere to the NCAA and Pac-12 non-conference opponent COVID testing protocols.
 - I. See Table 1 and Table 2
- III. **PAYMENT.** NONE.
- IV. **OFFICIATING.** The officials shall be assigned and provided by the Host Institutions Conference.
- V. **COMPLIMENTARY TICKETS.** NONE.
- VI. **OTHER ARRANGEMENTS.** NONE.
- VII. **RADIO.** The Visiting Institution shall be provided space for one radio broadcast outlet for the non-exclusive regional terrestrial radio broadcast by the Visiting Institution's flagship station and additional terrestrial distribution on the Visiting Institution's regional network of terrestrial radio stations.
 - A. The Host Institution shall have unfettered regional terrestrial, national terrestrial and satellite radio rights, and any other audio distribution method now known, existing or hereafter developed. The Host Institution also shall have exclusive rights to sell national terrestrial radio rights.
- VIII. **TELEVISION, VIDEO, FILM, AND INTERNET VIDEO STREAMING.** The parties hereto mutually desire that the game (s) to be played hereunder should have maximum media exposure, including national television exposure.
 - A. **Agreement to Telecast.** Each game covered hereunder shall be available for telecasting by the Host Institution. The Host Institutional shall have all rights of telecast, including, but not limited to, national network television, national cable, Conference networks, Internet streaming, delayed telecasting, unlimited highlights, institutionally syndicated packages, and telecasting any and all other means. The Visiting Institution agrees to the following:
 - I. The scheduled start time for the game(s) is solely at the discretion of the Host Institution and may be changed up to 6 days in advance of the game in order to accommodate television.

2. Any change in the date of the game(s), including changes for television, must be mutually agreed upon by the participating institutions.
 3. Media timeout formats are determined by the Host Institution's conference.
 4. The Visiting Institution may not telecast the game in any way or use any video from the Host Institution's telecast of the game without the written permission of the Host Institution's conference; provided, however, that the Visiting Institution shall be allowed the use of highlights of the game(s), not to exceed eight (8) minutes in length, for the sole purpose of producing coach's shows and season highlight presentations. This permission, if granted, must be within any limits set by the Host Institution's conference or telecast rights holder regarding amount of video (time elapsed), where the video may be seen or accessed (i.e., national vs. local TV, website, mobile device) and any other restrictions. Notwithstanding the above, immediately following the conclusion of each game hereunder, the Visiting Institution shall have the right to telecast audio and visual highlights not to exceed eight (8) minutes in length on the Visiting Institution's or the Visiting Institution's conference's controlled and operated Network (e.g. Pac-12 Network, Texas Longhorn Network, Big Ten Network, Mtn., etc.)
- B. Contact. Questions dealing with interpretations of the Pac-12 Basketball Television Agreements should be addressed to the Pac-12 Association Commissioner, television. Questions dealing with interpretations Visiting Institution's Conference Basketball Television Agreements should be addressed to the Visiting Institution's Associate Commissioner, Television.
- IX. DEFINITIONS: For the purposes of this Agreement "Home Area Telecast" shall mean a release in one or more markets near the releasing institution's main campus, but not on such a numerical (station) or geographical basis as to constitute a syndication. "Home Area," for Pac-12 institutions, shall be defined as set forth in the Conference rules and regulations. "Home Area" for non-Pac-12 institutions shall mean the area agreed to by the parties. "Delayed Release" shall mean presentation of a game telecast no earlier than the conclusion of the game.
- X. FACILITIES. The Host institution agrees to provide the Visiting Institution, at no cost to it, adequate facilities at the game site to originate a television broadcast of the game, or, if in the good faith determination of the Host Institution the facilities do not so permit, to provide the Visiting Institution a clean video feed and natural sound audio feed of its telecast, plus space for the Visiting Institution's announcers. The Host Institution or its television producer may charge the Visiting Institution's producer a customary fee in line with the industry guidelines for such a feed. Notwithstanding any other provision of this Agreement, the Host Institution shall not be required to make any alteration to or expansion of existing television or radio broadcast or press box facilities for the purposes of this Agreement.
- XI. DISTRIBUTION OF REVENUE. If the game is televised as part of a conference package or series, there shall be no rights fee paid the Visiting Institution or its conference. All of the television rights fee, if any, shall be retained by the Host Institution and its conference.
- In all other instances, any rights fees received by the televising institution(s) shall be retained by the televising institution(s) for both a live and delayed telecast of the game.
- XII. NATURAL DISASTERS. This Agreement shall be void in the event that it becomes impossible to play the said contest for the reason of fire, flood, earthquake, war, invasion, hostilities, pandemic, rebellion, insurrection, confiscation by order of the government, military, or public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority, civil or military, or other Acts of God and Nature or Acts of Common Enemy or failure of the Oregon Legislative Assembly to appropriate funds sufficient to meet this obligation. If, relative to this Article, the Agreement is canceled, any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by the parties hereto.
- XIII. DEFAULT. In the event either party fails to comply with the conditions of this Agreement, for any reason other than those contained in Article XIII either by cancellation or failure to appear, shall forfeit money to the non-defaulting party in the amount of \$100,000.00 dollars unless such cancellation shall be upon the mutual consent of both parties, in which case this Agreement shall be null and void.
- XIV. LIMITATION ON COSTS. Host Institution's obligation to pay any liabilities and damages under this Agreement is subject to the limitations of Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, ORS 30.260 to 30.300, and to the extent funds are lawfully available for such purposes.

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by each of the parties hereto, through its representative thereunto duly authorized.

OREGON STATE UNIVERSITY

UNIVERSITY OF NEW MEXICO

Keila Mintz

Keila Mintz (Jan 22, 2021 15:50 PST)

Keila Mintz – Asst. AD, Business Ops

David Williams

David Williams (Jan 22, 2021 09:36 MST)

Director of Athletics

Mindy Berger

Mindy Berger (Jan 28, 2021 14:37 PST)

OSU PaCS Officer

Ray Birmingham jr.

Jan 22, 2021

Date

Jan 22, 2021

Date

Contact Information:

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OREGON STATE UNIVERSITY ATHLETICS
201 Gill Coliseum
Corvallis, OR 97331
Phone: 541-760-6643
Keila.Mintz@oregonstate.edu

Please sign and return one (1) copy to above address

Contact Information:

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Phone: (505) 925-5720
RayBirm@unm.edu

College Baseball Classic

	Date	Opponent	Home	Time	
Friday	19-Feb	Kansas State University	Oregon State University	12:00 p.m.	Stadium
Friday	19-Feb	University of New Mexico	Gonzaga University	5:00 p.m.	Stadium
Saturday	20-Feb	University of New Mexico	Oregon State University	12:00 p.m.	Stadium
Saturday	20-Feb	Gonzaga University	Kansas State University	5:00 p.m.	Stadium
Sunday	21-Feb	Gonzaga University	Oregon State University	12:00 p.m.	Stadium
Sunday	21-Feb	Kansas State University	University of New Mexico	5:00 p.m.	Stadium
Monday	22-Feb	Kansas State University	Gonzaga University	10:00 a.m.	Stadium
Monday	22-Feb	University of New Mexico	Oregon State University	3:00 p.m.	Stadium

Table 1
PAC-12 COVID-ADVISORY GROUP
COVID-19 TESTING SUMMARY

MROT SPORTS

For sports designated as intermediate or medium risk of transmission (MROT), minimum testing should include the following:

Student-Athletes
Weekly/Practice (In Season)
1x week PCR test <i>or</i> 3x week POCT* may be used in the alternative
Competition
- PCR within 48 hours prior to departure (may fulfill weekly PCR requirement) <i>or</i> - POCT on day of travel
Travel
Weekly PCR test should be administered within 48 hrs prior to first game of the week (or prior to departure to first game of the week if traveling) - If using 3x week POCT cadence, POCT on day of departure.

Coaches
Weekly/Practice (In Season)
1x week PCR test
Competition
Travel
Weekly PCR test should be administered within 48 hrs prior to first game of the week (or prior to departure to first game of the week if traveling) - If using 3x week POCT cadence, POCT on day of departure.

Officials
Travel (if applicable)
PCR test prior to travel - coordinated by Conference office

Travel Party [^]
Travel (if applicable)
Test within 48 hrs prior to departure - If sharing plane/bus/car with multiple travel party members

Non-Conference Opponents
Week of Competition
1x week PCR test <i>or</i> 3x week POCT*

* All references to POCT may be fulfilled through antigen test or daily PCR with < 24 hr turnaround

[These testing recommendations are a minimum recommendations and institutions and conference administration are free to establish additional requirements.](#)

Table 2
PAC-12 COVID-ADVISORY GROUP
COVID-19 TESTING SUMMARY

GENERAL

UNIVERSAL MASKING

- **Coaches and Staff:** Coaches and staff must wear face coverings over the nose and mouth at all times.
- **Student-Athletes:** Student-athletes must wear face coverings over the nose and mouth at all times when not actively conditioning, practicing, and competing (and may use them even during these activities).
 - Face coverings should be replaced before talking to or interacting with coaches or staff whenever possible.
 - Face coverings should be replaced on the sideline/bench.
- **Exceptions:** Face coverings may be removed while hydrating or eating in a physically distanced manner.

SPORTS DESIGNATIONS

Higher Risk of Transmission (HROT)		Medium/Intermediate Risk of Transmission (MROT)		Lower Risk of Transmission (HROT)	
Basketball	Indoor	Baseball	Outdoor	Beach Volleyball*	Outdoor
Football	Outdoor	Field Hockey	Outdoor	Cross Country*	Outdoor
Ice Hockey	Indoor	Lacrosse	Outdoor	Fencing*	Indoor
Rugby	Outdoor	Rowing (2 or more)	Outdoor	Golf	Outdoor
Water Polo	Indoor/Outdoor	Soccer	Outdoor	Gymnastics*	Indoor
Wrestling	Indoor	Softball	Outdoor	Rowing (single skull)	Outdoor
Acrobatics & Tumbling	Indoor	Track & Field (indoor)	Indoor	Skiing	Outdoor
Volleyball (unmasked)	Indoor	Volleyball (masked)*	Indoor	Swimming & Diving*	Indoor
				Tennis	Outdoor
				Track & Field (outdoor)	Outdoor
				Triathlon*	Outdoor

** requires additional modifications. Consult the Pac-12 Return to Play Considerations document for more detailed guidance on higher, medium, and lower risk activities within each sport to identify and mitigate risk within each sport during practice and competition.*

AFFILIATE TEAMS

- **Minimum Testing Requirements:** Pac-12 affiliate teams must comply with non-conference opponent minimum testing requirements for competition with Pac-12 teams.

POST-RECOVERY TEST EXEMPTION

- **Post-Recovery Testing Exemption:**
 - Following recovery of from a Covid-19 infection, individuals are exempt from the surveillance testing cadence for **one hundred fifty (150)** days.
 - A test should be administered upon presentation of any Covid-19 symptoms.
 - Post-recovery testing exemption periods are subject to more restrictive local/state regulations and campus policies.
- **Non-Conference Opponents:**
 - Pac-12 teams may compete with non-conference teams with alternate post-recovery testing policies.
 - Non-conference opponent testing minimums will still apply for all individuals who are not in their respective team's post-recovery exemption period.

ADDENDUM

Force Majeure:

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": of God; (b) tornado, haboob, drought, flood, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the Impacted Party.

The parties acknowledge that they enter this contract in the midst of the COVID-19 pandemic. This pandemic has resulted in various declarations of national, state and local emergencies and actions by governmental authorities that restrict the movement and gathering of persons. If the Game were to be played in the current environment, it is likely that governmental authority would prohibit the Game from being played. However, the parties enter this contract in the good faith belief that current governmental restrictions will no longer be in effect at the time of performance. Notwithstanding the fact that the pandemic has already resulted in Force Majeure Events, the parties agree that they may be subject to future Force Majeure Events that impact one or both parties and make performance of this contract impossible or impracticable. The parties agree that the existence of current Force Majeure Events is not predictive of future Force Majeure Events related to COVID-19, and that unforeseen consequences of future government actions related to COVID-19 shall entitle either part to invoke the protections of the Paragraph, above.

Keila Mintz

Keila Mintz (Jan 22, 2021 15:50 PST)

FOR: OREGON STATE UNIVERSITY

David Williams

David Williams (Jan 22, 2021 09:36 MST)

FOR: THE REGENTS OF THE UNIVERSITY OF NEW MEXICO