

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, between The Pennsylvania State University (the "University"), and David M. Joyner ("Acting Athletic Director") records the agreement of the parties as to the principal terms and conditions under which the Acting Athletic Director will be employed for the University and will later be incorporated into an employment agreement ("Employment Agreement").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. EFFECTIVE DATE OF EMPLOYMENT: The University will name David M. Joyner as Acting Athletic Director, effective November 17, 2011.
2. TERM: The term of the employment agreement is indefinite and will terminate with thirty (30) days' notice.
3. COMPENSATION: The University will pay the Acting Athletic Director annual compensation which will be comprised of base salary and will total the annual compensation of \$ 396,000 to be paid at \$ 33,000 per month and subject to all applicable withholding.
4. BENEFITS: Acting Athletic Director will be entitled to whatever benefits for which he is eligible under University policy.
5. AUTOMOBILES: Acting Athletic Director will be furnished with the personal use of one (1) dealer or loaned automobile of a quality – in terms of make and model – similar to the vehicles previously provided to other University Athletic Directors.
6. REPORTING: Acting Athletic Director will report for all purposes to the President of the University.
7. TERMINATION OF MEMORANDUM OF UNDERSTANDING: The parties understand and agree that the University may terminate this Memorandum of Understanding at any time for cause, including, but not limited to, (i) willful misconduct, (ii) willful and major violation of any rule or regulation of the NCAA or any athletic conference of which the University is a member, (iii) any other action or conduct which reflects adversely on the good name and reputation of the University, and (iv) failure to negotiate in good faith to execute the Employment Agreement within a reasonable time.
8. OTHER TERMS AND CONDITIONS:
 - a. Devotion of substantially all Acting Athletic Director's business time, service, and best efforts exclusively to the affairs of University;
 - b. Perform such other duties and responsibilities as may be authorized or directed, from time to time, by the President of the University; and
 - c. Application of policies of the University and its Board of Trustees, of the University's Athletic Department, the NCAA and the Big Ten Conference to the Acting Athletic Director's Employment.

This Memorandum of Understanding shall be governed by the laws of the Commonwealth of Pennsylvania.