



**University at Buffalo**  
*The State University of New York*

**Division of Athletics**

March 25, 2013

Bobby Hurley  
7 Fort Avenue  
Cranston, RI 02905

RE: Memorandum of Understanding Offer  
Head Men's Basketball Coach – University at Buffalo

Dear Bobby:

It is with great pleasure that I offer you the position of Head Men's Basketball Coach for the University at Buffalo, effective March 25, 2013. This Memorandum of Understanding, which presents the material terms of our offer, will be incorporated into a formal employment contract with the University at Buffalo for execution at the earliest possible date. Such formal employment contract shall be subject to the Policies of the Board of Trustees of the State University of New York. Your acceptance of this offer will constitute a binding agreement between you and the University. The employment contract will be for a term of five years with an option for an extension after a 24-month review at the University's discretion.

Your compensation as Head Men's Basketball Coach will be the following:

- Annual guaranteed compensation of:
  - \$250,000
- Additional Compensation
  - "Also Receives" in the amount of \$50,000
- Incentive Compensation: (NCAA minimum Multi-Year Academic Progress Rate (APR) must be met in order to activate incentive compensation.)
  - Conference Regular Season Championship = 1/12 Base Salary
  - Conference Tournament Championship = 1/12 Base Salary
  - At-Large NCAA Tournament Appearance = 1/12 Base Salary
  - Sweet 16 Appearance = 1/12 Base Salary
  - Elite Eight Appearance = 1/12 Base Salary
  - Final Four Appearance = 1/6 Base Salary
  - National Championship Appearance = 1/1 Base Salary
  - At-Large NIT Appearance = 1/24 Base Salary
  - NIT Championship Win = 1/12 Base Salary
  - Named National Coach of the Year = \$25,000
  - Named Conference Coach of the Year = \$10,000
  - Named District/Region Coach of the Year = \$10,000
- Incentive compensation for new revenue on ticket sales (non-cumulative)
  - Gross Ticket Sales \$300,000\* + = 25%
  - \* \$300,000 is based on average gross sales over the past 3 seasons

- Incentive compensation for Academic Performance
  - APR Rate in top 10% among Conference/National = \$5,000
- Full standard benefits on the same terms as provided by the University to all professional employees, with contributions and benefit amount based upon the base salary where relevant.
- Reimbursement for your household moving expenses in accordance with University policy and state law.
- Temporary housing at the discretion of the Athletics Director.
- Monthly Car Stipend of \$400.
- University Cell Phone.
- 50 tickets to home contests.

Among other terms, your employment contract will include the following:

- You shall be prohibited from receiving benefits or compensation other than as described above from any other source without prior written agreement.
- If you terminate the contract, or if the contract is terminated for cause, the University shall not be liable for any payments or benefits after the date of termination.
- If you or the basketball program is found by the University to have committed a major violation of NCAA rules and regulations, whether while employed by the university or during prior employment at another NCAA member institution, you shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, including termination of employment for cause.
- The standard University provision for termination for cause.
- A termination without cause provision that will require payment of one-half of the base salary for the remainder of the term of the contract.
- A provision that you will agree not to seek or apply for other positions without prior notice. If you accept another position, you are responsible to pay to the University a buyout of one-half of the base salary for the remainder of the term of the contract.

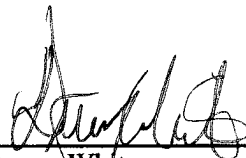
While these terms are contingent upon our executing an employment contract, I trust that every reasonable effort will be made to mutually conclude that process within 60 calendar days of your start date. However, this Memorandum of Understanding will serve as the contract if a formal contract is not signed within 60 calendar days.

It is with great anticipation and enthusiasm that I offer you the position of Head Men's Basketball Coach at the University at Buffalo. Assuming that you are amendable, please indicate your acceptance by signing below. I have every confidence that you will lead our basketball program with integrity and pride, and I look forward to welcoming you as a member of the UB family.

Sincerely,

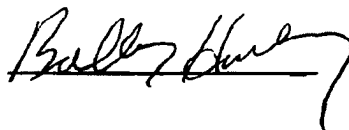


Dr. Satish K. Tripathi  
President  
University at Buffalo



Danny White  
Director of Athletics  
University at Buffalo

Accepted (if offered):



Date:

3-26-13