

UNIVERSITY OF CONNECTICUT  
INTERIM PRESIDENT'S EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") by and between The University of Connecticut ("University") and Dr. Andrew Agwunobi ("Dr. Agwunobi") becomes effective upon signature by both parties and is effective as of July 1, 2021 (the "Effective Date"). As of the Effective Date, unless expressly provided otherwise herein, this Agreement supplements your November 23, 2015 letter of appointment to the position of Executive Vice President for Health Affairs at UConn Health.

**1.0 Appointment as Interim President**

- 1.1. The University appoints Dr. Agwunobi to be the Interim President of the University, to serve as the chief executive officer of the University under the supervision and the direction of the Board of Trustees of the University ("Board"), subject to the terms and conditions of this Agreement.
- 1.2. Except as used in Section 2.1, all references in this Agreement to "President" are intended to and do refer to this interim appointment.
- 1.3. This interim appointment is in addition to your appointment as Executive Vice President for Health Affairs at UConn Health.
- 1.4. The University and Dr. Agwunobi hereby set forth their respective rights, understandings, and obligations in this Agreement.

**2.0 Term of Appointment and Renewal**

- 2.1. The initial term of this Agreement shall commence on the Effective Date and expire upon the appointment by the Board of a successor President, unless terminated earlier as provided for herein.

**3.0 Termination With or Without Cause**

- 3.1. Either party may terminate this Agreement at any time with or without cause by providing the other party at least thirty (30) days' prior written notice. The other party may waive said written notice in writing.

#### 4.0 Powers and Duties

- 4.1. Dr. Agwunobi shall perform those services and duties: (1) that are incident to the Office of the President of the University, as the Chief Executive Officer of the University; (2) that are required of the President under the laws of the state of Connecticut and the University's By-Law, policies and procedures; and (3) that may be assigned or delegated to Dr. Agwunobi by the Board consistent with the position of President (hereinafter, collectively, "Duties of President").
- 4.2. Dr. Agwunobi and the University acknowledge and agree that the Duties of President shall include supervision of the entire program of activities of the University, including the UConn Health Center, and shall be consistent with those customarily performed by presidents of public colleges and universities comparable in size and type to the University, including but not limited to prudent planning and management of the University's financial resources, fundraising and development, promoting public, legislative and alumni relations, and attending University-sponsored artistic, cultural and athletic events.
- 4.3. Dr. Agwunobi and the University acknowledge and agree that the Duties of President shall include responsibility for all University educational and managerial affairs including, without limitation: providing University leadership; implementing Board policies; keeping the Board informed on appropriate matters; consulting with the Board in a timely manner on matters appropriate to its policy-making and fiduciary functions; and serving as the University's key spokesperson.
- 4.4. In carrying out the Duties of President, Dr. Agwunobi agrees:
  - (a) To work in partnership with the Board and the University community to advance the reputation of the University and to provide leadership, management and resource development for the University;
  - (b) To faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to the duties as the President of the University;

- (c) That such duties shall be rendered at the campuses of the University and at such other place or places as the Board or Dr. Agwunobi shall deem appropriate for the interest, needs, business, or opportunity of the University;
- (d) That the expenditure of reasonable amounts of time for personal matters, 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 services required to be rendered to the Board under the provisions of this Agreement;
- (e) That Dr. Agwunobi shall not, without prior written permission from the Chair of the Board, render services for remuneration to or for any person or firm other than the University. Dr. Agwunobi shall not engage in any activity that may be competitive with or adverse to the University, or that casts the University in a bad light, as determined by the Chair of the Board, and subject to the University's consulting rules and policies. Engaging in passive and personal investments shall not be prohibited hereunder. Subject to receipt of prior approval of the Board Chair and consistent with University policies and procedures, including the conflict of interest policies, as well as the State Code of Ethics for Public Officials, the President may serve on the boards of other for-profit or non-profit organizations, provided that such service shall not interfere with or cause a conflict of interest with President's performance of duties as President.

4.5. Perform the Duties of President on the University's Storrs and other campuses as appropriate, and at such other places that the President and the Board determines appropriate for the interests, needs, business or opportunities of the University.

4.6. Dr. Agwunobi expressly acknowledges and agrees that, as President of an NCAA institution:

- (a) He must cooperate fully with and assist the NCAA enforcement staff, the Committee on Infractions and the Infractions Appeals Committee to further the objections of the NCAA and its infraction program, including in the investigation and adjudication of a case; AND
- (b) If he is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process,

including suspension without pay or termination of employment.

## 5.0 COMPENSATION AND BENEFITS

5.1 In consideration for services and satisfactory performance of the conditions of this Agreement by Dr. Agwunobi, the Board shall pay Dr. Agwunobi an annual stipend in the amount of 15% (fifteen percent) of his current base salary, payable biweekly in equal installments at the end of each regular University pay period. Such stipend shall be in addition to your compensation as Executive Vice President for Health Affairs.

5.2 Except to the extent otherwise provided in Section 6.3., Dr. Agwunobi shall be responsible for any income tax liability incurred as a result of the compensation and benefits payable under this Agreement.

## 6.0 Housing

6.1. The University shall make housing available to Dr. Agwunobi for his use for the time he is President (“University-provided housing”).

6.2. Dr. Agwunobi may use the University-provided housing for his convenience and for the conduct of the University’s business and to advance the interests of the University. Such uses shall include but not be limited to: (a) the engagement of donors and potential donors, existing or potential business partners, students and prospective students and their parents, faculty and staff, alumni and governmental officials; (b) hosting events or activities that facilitate engagement, for the University’s business purposes, of academic, business, non-profit and governmental leaders and members of the community; and (c) supervision and development of UConn Health, the UConn Law School, and the UConn Hartford campus. To the extent that Dr. Agwunobi’s use of the University-provided Housing constitutes a taxable benefit to Dr. Agwunobi, the University shall pay to Dr. Agwunobi a tax gross-up (“Gross-Up Payment”) for any federal and state income taxes Dr. Agwunobi is required to pay resulting from his use of the University-provided housing.

6.3. Any tax liability incurred as a result of this section shall be borne by the University through a gross-up payment. The gross-up payment shall be calculated as follows:

$$\text{Amount of payment} = \text{Tax Benefit} \times \text{Applicable Marginal Rate} \div (1 - \text{applicable marginal rate}).$$

#### 7.0 Entire Agreement; Modification

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

#### 8.0 Severability

The terms of this Agreement are severable, such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

#### 9.0 Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the state of Connecticut without regard to choice of law principles. UConn and Dr. Agwunobi agree that the exclusive venue for any dispute arising from or related to employment shall be brought only in courts located within the state of Connecticut.

#### 10.0 Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

#### 11.0 Mutual Understanding

Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

#### 12.0 Non-Assignable

This Agreement is not assignable but shall be binding upon the heirs,

administrators, personal representatives, and successors of both parties.


IN WITNESS WHEREOF, Dr. Agwunobi and the authorized representative of the University of Connecticut have executed this Agreement on the date indicated below and it is effective as of the date first written above.

THE UNIVERSITY OF CONNECTICUT

By:   
\_\_\_\_\_  
*Daniel Toscano, Board Chair*

Date: 7/23/21

DR. ANDREW AGWUNOBI

By:   
\_\_\_\_\_  
*Dr. Andrew Agwunobi*

Date: 7/20/21