

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made in the State of Arizona by and between Lawrence M. Krauss (hereinafter “Krauss”) and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (hereinafter “ASU”).

RECITALS

Krauss is employed by ASU as a tenured professor in the School of Earth and Space Exploration;

Pursuant to Arizona Board of Regents policy, ASU and Krauss recently engaged in a Conciliation process to resolve issues related to Krauss’s employment relationship with ASU. In the discussions that followed, the parties reached the following agreement, which resolves the parties’ concerns regarding Krauss’s continued employment.

AGREEMENT

In consideration of the agreements and provisions contained in this Agreement, the parties agree and declare as follows:

1. Krauss to Voluntarily Retire. Krauss will retire from his position as a tenured Professor in the School of Earth and Space Exploration effective May 16, 2019. ASU shall accept Krauss’s request to retire, and Krauss’s retirement shall become irrevocable. Krauss shall tender his written retirement to ASU President Michael M. Crow within 24 hours of the last party’s signature to this agreement. Krauss shall remain on leave with pay through his final date of employment. Krauss’s base academic year salary and benefits will remain unchanged. Krauss shall have no authority to act for or on behalf of ASU and shall make no statements, including in any online profiles or social media websites or in speaking engagements that misrepresent his status or authority. Krauss shall continue to be subject to Arizona Board of Regents and University policies while he remains employed.

2. Resolution of Internal Processes. ASU shall terminate the pending personnel review process and shall not commence future review processes against Krauss regarding any matter arising before the Effective Date of this agreement. Records relating to the pending personnel inquiry will be maintained in the Office of General Counsel.

3. Krauss to Return University Property. Krauss agrees to return all University property, including, but not limited to, keys, files, records, computer access codes, computer programs and any other property belonging to ASU no later than May 16, 2019.

4. Funds Donated to ASU Foundation for Origins Project. If, within 90 days of the Effective Date, any of the following donors to the ASU Foundation to support the

Origins Project makes a request that the ASU Foundation return their donation, ASU will not oppose the return of funds to the donor:

(a) Donors who contributed \$4,000 or more, including multiple donations from a single family, since January 1, 2017; and

(b) Donors who contributed in excess of \$300,000 since 2010.

Only requests from these individuals or groups will be considered for return. The ASU Foundation shall be solely responsible for determining the method for calculating the amount of funds attributable to each donor that are available for return, making the calculation, and specifying the form of the consent or direction necessary from the donor.

5. ASU Statement and Public Records.

a. The parties agree that, following Krauss's written tendering of his retirement as outlined in Paragraph 1 above, the following public statement will be released by ASU:

The University has accepted Dr. Krauss's request to retire from his position as Professor at Arizona State University.

Krauss may respond truthfully to inquiries about his employment at ASU in communication with potential employers. If contacted by a potential employer, and to the extent that Krauss has provided information beyond the statement above, ASU shall have the right to correct inaccuracies, if any, in the information provided.

b. If ASU receives a public record request from a third party for records pertaining to Krauss' employment at the university, ASU will provide notice to Krauss prior to any disclosure to permit Krauss the opportunity to consider whether he should seek a judicial order to prevent disclosure of the record. ASU will use [REDACTED] to provide notice. Krauss understands that he has the responsibility to notify the Office of General Counsel at ASU if his email address changes.

6. Non-Disparagement. Except as provided by law, the parties agree that they will refrain from making any statements that are disparaging of the other. This means that: (a) Krauss will refrain from making any statements that are disparaging of ASU and the President, the Executive Vice-President and Provost, the Dean of the College of Liberal Arts and Sciences, the Dean of Natural Sciences of the College of Liberal Arts and Sciences, the Director of the School of Earth and Space Exploration, and the employees who participated in the ASU Office of Equity and Inclusion investigation (all collectively referred to hereafter as the "Participating Employees") and (b) the President, the Executive Vice-President and Provost, the Dean of the College of Liberal Arts and Sciences, the Dean of Natural Sciences of the College of Liberal Arts and Sciences, and the Director of the School of Earth and Space Exploration will refrain from

making any statements that are disparaging of Krauss. For purposes of this provision, a "disparaging statement" is any statement related to this personnel review process intended to impugn the integrity of the individuals and institutions identified in this paragraph or any statement that is intended to adversely affect their reputational interests. If any ASU employee makes a disparaging statement about Krauss to the media or in another public context, and that statement could reasonably be perceived as speaking on behalf of ASU, then, if asked to comment, ASU will respond that the employee spoke in their personal capacity and not on behalf of ASU. Releasing factual information, or producing records in response to a public records request, will not constitute a violation of this provision.

7. Waiver and Release of Claims.

a. Krauss waives, releases, and discharges all of his existing rights to any relief of any kind (known and unknown) from ASU, and its respective insurers, affiliates, divisions, directors, board members, officers, employees, spouses, agents, successors, and assigns, including without limitation all claims that arise out of or that relate to his employment with Arizona State University, all claims that he asserted or could have asserted, all claims that arise out of or that relate to any of the statements or actions of ASU, all claims that arise under the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family & Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Arizona Civil Rights Act, the Arizona wage payment laws, or the Arizona Employment Protection Act, all claims for relief or other benefits under any other federal, state, or local statute, ordinance, regulation, rule of decision, or principle of common law, all claims that ASU engaged in conduct prohibited on any basis under any federal, state, or local statute, ordinance, regulation, rule of decision, or principle of common law, and all claims for attorneys' fees, liquidated damages, punitive damages, costs, and disbursements (all of which are referred to here collectively as "Claims"), regarding any matter arising before the Effective Date of this Agreement. For the avoidance of doubt, however, this waiver and release of claims does not apply to the Age Discrimination in Employment Act (ADEA) or the Older Workers Benefits Protection Act (OWBPA).

b. Krauss acknowledges and agrees that the waiver, release, and discharge in this Agreement is a general release of all existing Claims, known and unknown, except as noted above regarding the ADEA and OWBPA, regarding any matter arising before the Effective Date of this Agreement. Krauss intends by the execution of this Agreement to fully, finally, and forever release all known and unknown Claims, notwithstanding the discovery or existence of any additional or different facts or Claims at any time after he signs this Agreement, except as noted above regarding the ADEA and OWBPA, regarding any matter arising before the Effective Date of this Agreement.

8. No Admission of Wrongdoing. This Agreement does not constitute an admission that any person or entity violated any local, state, or federal law, ordinance, regulation, ruling, statute, rule of decision, or principle of common law, or that any

person or entity engaged in any improper or unlawful conduct or wrongdoing. No party will characterize this Agreement as an admission or indication that any person or entity engaged in any improper or unlawful conduct or wrongdoing.

9. Statements by ASU. Krauss acknowledges that in deciding to sign this Agreement, he has not relied upon any statements, representations, or promises made by ASU, other than the statements made in this Agreement.

10. Authority. Krauss represents and warrants that he has the authority to enter into this Agreement, that he has not assigned any Claims to any person or entity. Krauss has carefully read and fully understands all of the provisions of this Agreement and has knowingly and voluntarily agreed to accept all of the terms and conditions contained herein without any pressure or coercion by any person. Krauss has had the opportunity to consult legal counsel prior to signing this agreement.

11. Invalidity. In the event that a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or unenforceable in any respect, such a determination will not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and the remaining provisions of this Agreement will continue to be valid and enforceable.

12. Entire Agreement. The parties intend for this Agreement to define the full extent of their legally enforceable undertakings. The parties do not intend that any representations or statements made in any prior conversations, discussions, negotiations, correspondence, or writings between them be legally enforceable, and all other agreements and understandings between them relating to the subject matter of this Agreement are superseded by this Agreement. The parties will execute and deliver to each other any and all such further documents and instruments, and shall perform any and all such other acts, as reasonably may be necessary or proper to carry out or effect the purposes of this Agreement.

13. Headings. The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

14. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

15. Governing Law and Attorneys' Fees. This Agreement will be construed in accord with the laws of the State of Arizona. Any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by Arizona law. In the event any suit, action nor other proceeding arises under the terms of this Agreement, or in connection with any of its provisions, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including appeals, in addition to any other relief to which it may be entitled.

16. Effective Date. The Effective Date of this Agreement shall be the date of the last party's signature to this agreement, and in any event, no later than October 19, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated at their respective signatures below.

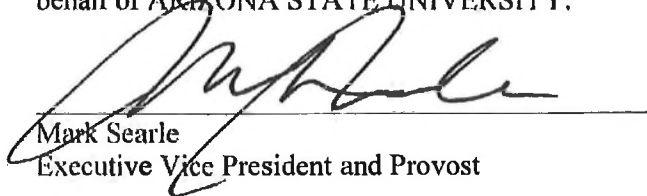
Oct 19, 2018
Dated: _____



Lawrence M. Krauss

ARIZONA BOARD OF REGENTS For and on
behalf of ARIZONA STATE UNIVERSITY:

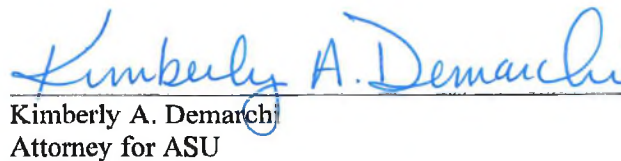
Dated: Oct 19, 2018



Mark Searle
Executive Vice President and Provost

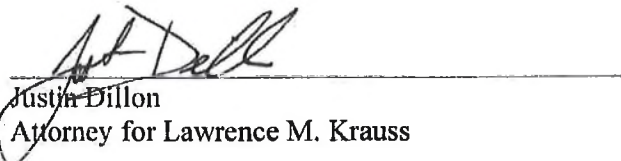
Approved as to form:

Dated: 10/19/18



Kimberly A. Demarchi
Attorney for ASU

Dated: 10/19/18



Justin Dillon
Attorney for Lawrence M. Krauss