

ATHLETICS INTEGRITY AGREEMENT
Between The National Collegiate Athletic Association and The Big
Ten Conference, and The Pennsylvania State University

I. PREAMBLE

The Pennsylvania State University (the "University") hereby enters into this Athletics Integrity Agreement ("AIA" or the "Agreement") with the National Collegiate Athletic Association ("NCAA") and The Big Ten Conference, Inc. ("Big Ten") (collectively, the "Parties") to promote the University's compliance with the NCAA and Big Ten rules and regulations as well as with the NCAA's and Big Ten's standards of integrity for its member institutions. The Parties enter into this AIA pursuant to the Consent Decree entered on July 23, 2012.¹

II. TERM AND SCOPE OF THE AIA

A. Unless otherwise specified, or as a result of a material failure to comply with the Consent Decree or the AIA, the period of the obligations assumed by the University under this AIA shall be five years from the effective date of this AIA. The effective date shall be the date on which the Parties execute this AIA (the "Effective Date").

B. The scope of this AIA shall be governed by the following definitions:

1. "Athletics Department" shall mean all University NCAA-sanctioned intercollegiate athletics teams and all persons engaged to perform services for those teams. The Athletics Department does not include events staff, ushers, security personnel, vendors, and other individuals who are engaged on a temporary basis to provide support at University athletic events.

2. "Covered Persons" shall mean all student-athletes who participate on any University NCAA-sanctioned intercollegiate athletics team; all coaches and all managers of any of the University's NCAA-sanctioned intercollegiate athletics teams; all University staff and other University employees who are directly involved with any of the University's NCAA-sanctioned intercollegiate athletics teams; the University's Board of Trustees individually and collectively (the "Board of Trustees"); the President of the University; and all members of the Athletics Director's Executive Committee.

¹ The Big Ten Conference was not a party to the Consent Decree.

III. INTEGRITY OBLIGATIONS

The University shall establish and maintain an Integrity Program that includes the following elements:

A. Freeh Report Recommendations

The University shall implement all recommendations contained in Chapter 10, Section 5.0 of the report issued by Freeh Sporkin & Sullivan on July 12, 2012 (the "Freeh Report").² The University shall take all reasonable steps to implement the recommendations in spirit and substance by December 31, 2013.

The parties acknowledge the University's need to review and assess the recommendations not in Chapter 10, Section 5.0 of the Freeh Report and to implement them in an appropriate and practical way. The NCAA agrees that good faith efforts by the University to comply in all material respects with the spirit and substance of those recommendations satisfies the requirements of this subsection and a good faith decision by the University not to implement a particular recommendation in spirit and substance for good and valid reasons requires the consent of the NCAA and Big Ten, which consent in either case shall not be unreasonably withheld, but then will not be considered a breach of the Consent Decree or AIA.

B. Athletics Integrity Officer and Council

1. *Athletics Integrity Officer.* The University shall use best efforts to appoint, within 120 days after the Effective Date, an individual to serve as an integrity officer or equivalent for Athletics ("Athletics Integrity Officer" or "AIO") and shall employ and maintain an Athletics Integrity Officer for, at a minimum, the duration of this AIA. The University must present to the NCAA and the Big Ten the rationale for failure to hire or appoint the Athletics Integrity Officer within the 120 day period. The University may be given a maximum of an additional 60 days to hire or appoint the Athletics Integrity Officer, after which point the failure to hire or appoint may be considered a material breach of this AIA. In the event the AIO does not complete his or her term, for any reason, the University shall immediately notify the Integrity Monitor ("Monitor"), described in Part IV, the NCAA and the Big Ten of such reason and shall replace the AIO within 60 days of such notice (or such other period as the University and the NCAA and Big Ten may agree).

² Freeh Sporkin & Sullivan, LLP, Report of the Special Investigative Counsel Regarding the Actions of The Pennsylvania State University Related to the Child Sexual Abuse Committed by Gerald A. Sandusky, July 12, 2012, *available at* http://www.thefreehreportonpsu.com/REPORT_FINAL_071212.pdf.

The Athletics Integrity Officer shall be responsible for developing and implementing policies, procedures, and practices designed to ensure the Athletics Department's compliance with all applicable NCAA and Big Ten rules and regulations and with the requirements set forth in this AIA. The Athletics Integrity Officer shall be responsible for review and oversight of matters related to the compliance and ethical obligations of the Athletics Department, including analyzing Athletics Department risks related to the Athletics Integrity Officer's responsibilities and, where appropriate, overseeing internal or external investigations. The Athletics Integrity Officer shall be responsible for oversight and monitoring of the Athletics Department's compliance with the NCAA Constitution and Bylaws, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and Big Ten Handbook, and shall be responsible for any reporting obligations under the AIA.

The Athletics Integrity Officer shall have access to all Athletics Department and relevant University records, documents, personnel, and facilities as are reasonably necessary to assist in the execution of his or her duties. The University shall preserve all such records as directed by the Athletics Integrity Officer. The Athletics Integrity Officer shall have the right to interview any officer, faculty, employee, agent, consultant or student-athlete of the University and to participate in any meetings concerning any matter within or relating to his or her jurisdiction.

The Athletics Integrity Officer shall report to the Chief Compliance Officer, Chief Ethics Officer or other similarly situated senior executive outside the Athletics Department and shall have regular and direct access to the President and the Board of Trustees, or an appropriate committee thereof. The Athletics Integrity Officer shall not hold any other job responsibilities in the Athletics Department. Any other functions that the Athletics Integrity Officer performs must not interfere, or present a conflict of interest, with his or her ability to perform the duties outlined in this AIA. Throughout the term of this Agreement, the Athletics Integrity Officer shall meet with the NCAA and the Big Ten on a quarterly basis to discuss the status of the Athletics Department's compliance with the requirements set forth in this AIA. The Monitor and other University representatives may participate in these meetings.

The University shall allow the NCAA and Big Ten to review the initial position description and inform the NCAA of the appointment of the Athletics Integrity Officer. The University shall report to the NCAA, and the Big Ten, in writing, any changes in the identity or position description of the Athletics Integrity Officer, or any actions or changes within the Athletics Department or the University as a whole that would substantially affect the Athletics Integrity Officer's ability to perform the duties necessary to meet the obligations of this AIA, within five business days after such change.

2. *Athletics Integrity Council.* Within 120 days after the Effective Date, the University shall appoint an Athletics Integrity Council ("AIC"). The Athletics Integrity Council shall, at minimum, be composed of the Athletics Integrity Officer, at least three faculty and senior University administrators who are not Covered Persons, the

Faculty Athletics Representative and the Associate Athletics Director for Compliance and Student-Athlete Services. The Athletics Integrity Officer shall chair the Athletics Integrity Council, and the Athletics Integrity Council shall support the Athletics Integrity Officer in fulfilling his or her responsibilities. The Athletics Integrity Council shall report to the President and to the Board of Trustees or an appropriate committee thereof. The Athletics Integrity Council shall meet at least quarterly.

3. *Internal Accountability and Certifications.* In addition to the responsibilities set forth in this AIA for all Covered Persons, a named coach, manager, or appropriate administrator for each University NCAA-sanctioned intercollegiate athletics team shall be assigned to monitor and oversee activities within his or her team relating to compliance with the AIA and other relevant standards and obligations ("Team Monitor"), and shall report annually to the Athletics Director and Athletics Integrity Council regarding any issues or problems that have arisen during that year and any corrective action taken in response. Every year, the Team Monitors shall certify in writing to the Athletics Director and Athletics Integrity Council that his or her team is compliant with the NCAA Constitution and Bylaws and the Big Ten Handbook, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and the Big Ten Handbook. The certification shall include reference to any secondary violations committed by the Athletics team with a notation as to whether those violations were self-disclosed by the team or discovered by someone external to it. It should be noted that monitoring and discovery of secondary violations is generally viewed as an indicator of a healthy compliance environment that encourages education and awareness of the need to self-disclose and self-report. If the Team Monitor fails to certify in writing or such certification is limited or conditioned in any way, the Athletics Integrity Council shall direct that immediate steps be taken to remediate any shortcomings and report such action to the President and the Board of Trustees, or an appropriate committee thereof.

4. *Additional Review and Certification.* Every year, the Athletics Director shall review any and all reports submitted by Team Monitors and shall annually certify in writing to the Athletics Integrity Council, NCAA and the Big Ten that the Athletics Department is in compliance with the NCAA Constitution and Bylaws and the Big Ten Handbook, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the Constitution and Bylaws and the Big Ten Handbook. If the Athletics Director fails to provide a certification, the Board of Trustees (or committee thereof) or appropriate University administrator shall take appropriate action against the Athletics Department, including the possibility of reduction in Athletics Department funding.

C. Written Standards

1. *Code of Conduct.* Within 120 days after the Effective Date, the University shall develop (or update), implement, and distribute a written Code of Conduct for Athletics to all Covered Persons. The Code of Conduct shall, at a minimum, set forth in sufficient and appropriate detail:

a. The promotion of, and adherence to, the Code of Conduct is an element in evaluating the performance of all coaches and staff.

b. The Athletics Department's commitment to full compliance with the NCAA Constitution and Bylaws, and the Big Ten Handbook, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws, and the Big Ten Handbook.

c. The Athletics Department's requirement that all Covered Persons shall be expected to comply with the NCAA Constitution and Bylaws and the Big Ten Handbook, the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and the Big Ten Handbook, and the Athletics Department's own Policies and Procedures.

d. The requirement that all Covered Persons must report suspected violations of the NCAA's rules and the Big Ten's rules or the Athletics Department's own policies and procedures, or other conduct that has a reasonable risk of undermining the University's commitment to principles of civility, integrity, and ethical conduct in its Athletics Department, to the Athletics Integrity Officer or through another official reporting mechanism (e.g., a hotline).

e. The right of individuals to use the Disclosure Program described in Section III.E, and the University and the Athletics Department's commitment to non-retaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosure.

Within 30 days from the promulgation of the Code of Conduct each Covered Person shall certify, in writing, that he or she has received, read, and understood and shall abide by the Athletics Department's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 150 days after the Effective Date, whichever is later.

The University shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make necessary revisions based on such review. Any revised Code of Conduct shall be distributed within 30 days after any revisions are finalized. Each Covered Person shall certify, in writing, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct.

If any individual Covered Person does not provide certification for either the original or a revised Code of Conduct, the University shall not be in breach of this AIA if it undertakes best efforts to obtain such certification and submits in writing to the NCAA and the Big Ten the efforts that it undertook and the reasons the individual refused to certify, if any are provided after best efforts, which includes an inquiry to the individual refusing to comply.

2. *Policies and Procedures.* Within 120 days after the Effective

Date, the University shall implement (or update) written Policies and Procedures regarding the operation of the Integrity Program, including, but not limited to, compliance with this AIA, the University's requirements under the NCAA Constitution and Bylaws and the Big Ten Handbook, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and the Big Ten Handbook.

The Policies and Procedures should also contain mechanisms designed to ensure that Covered Persons do not permit their collective or individual reverence or deference towards any individual, team or other aspect of the Athletics Department to undermine their responsibility to comply with the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws, the Big Ten Handbook and the University's Code of Conduct as described pursuant Section III C above. At a minimum, these mechanisms should prohibit retaliation or retribution against anyone; including, Trustees, the University President, members of the Athletic Integrity Council, or other senior University administrators for any actions taken that the individuals reasonably believed necessary to uphold or enforce compliance with this AIA, the University's obligations under the NCAA Constitution and Bylaws and Big Ten Handbook, or the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and Big Ten Handbook.

Subject to the requirements in the AIA, the University will act in good faith to develop, finalize and select the content of the Policies and Procedures. Within 30 days from the promulgation of such Policies and Procedures, the relevant portions of the Policies and Procedures shall be distributed to all Covered Persons. The University shall deliver a copy of the Policies and Procedures to the NCAA and the Big Ten. At least annually (and more frequently, if appropriate), the University shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of such revised Policies and Procedures shall be distributed to all Covered Persons.

D. Training and Education

1. *Annual Training.* In addition to Chapter 10, Section 5.6 of the Freeh Report, all Covered Persons shall complete an annual training course which addresses the NCAA Constitution and Bylaws and the Big Ten Handbook; the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the Constitution and Bylaws; and the Athletics Department's own Policies and Procedures. The training received by the Board of Trustees shall cover the Board's relationship, role and responsibilities regarding the Athletics Department and any team, person or aspect thereof. The University should consider relevant external resources to aid in the development of training programs. The training shall also cover the Disclosure Program, described in Section III E, and the University and the Athletics Department's commitment to non-retaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures. All training under this Section shall be overseen by the Athletics Integrity Council.

2. *Certification.* Each Covered Person who is required to complete training shall certify, in writing, that he or she has received such training. The certification shall specify the date the training was received. All training shall be overseen by the Athletics Integrity Council. The Athletics Integrity Officer (or designee) shall retain the certifications, along with any course materials. These shall be made available to the NCAA and The Big Ten, upon request.

If any individual Covered Person does not provide certification with respect to training, the University shall not be in breach of this AIA if it undertakes best efforts to obtain such certification and submits in writing to the NCAA and the Big Ten the efforts that it undertook and the reasons the individual refused to certify if any are provided after best efforts, which includes an inquiry to the individual refusing to comply.

E. Disclosure Program

Within 120 days after the Effective Date, the University shall create a Disclosure Program, including a hotline, for named or anonymous individuals to disclose, report, or request advice on, at a minimum, any identified issues or questions related to compliance with (i) this AIA; (ii) the Athletics Department's and/or relevant University Policies and Procedures, (iii) the NCAA Constitution, Bylaws, and the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws or (iv) the Big Ten Handbook and the principles regarding institutional control, responsibility, ethical conduct and integrity reflected in the Big Ten Handbook. The University shall appropriately and widely publicize the existence of the disclosure mechanism (e.g., periodic e-mails or by posting the information in prominent common areas). The University may use its existing hotline and disclosure policies and procedures if they comply with the requirements in this section.

The Disclosure Program shall emphasize a non-retribution, non-retaliation policy and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of a disclosure within the job responsibilities of the Athletics Integrity Officer, the Athletics Integrity Officer (or designee) shall gather all relevant information from the disclosing individual, to the extent possible. The Athletics Integrity Officer (or designee) shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that the Athletics Integrity Officer (or designee) in good faith determines requires further inquiry, the University (under the oversight of the Athletics Integrity Council) shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

The procedures described above in Section III.E regarding the preliminary inquiry by the Athletics Integrity Officer or review by the Athletics Integrity Council must be done in a manner that does not interfere with, any relevant criminal investigation and must be done in a manner that is consistent with all laws and any and all University policies relating to: mandatory reporting; the proper handling of criminal misconduct; proper handling of student misconduct; or the proper handling of health and safety issues.

Any University policies promulgated after the date hereof shall be developed in good faith with due consideration given to the processes described in this Section.

The Athletics Integrity Officer (or designee) shall provide regular updates to the Athletics Integrity Council of any reports received by the Athletics Integrity Officer. The Athletics Integrity Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received, regardless of how general or unsubstantiated the information is ultimately viewed (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal review. To the extent allowed by law, the disclosure log shall be made available to the NCAA and the Big Ten during its quarterly meeting with the Athletics Integrity Officer.

Nothing in this Section is intended to replace any of the existing procedures at the University to address disclosures. The University may follow such other procedures in addition to the process described above, for any particular disclosure. If the University makes a good faith determination that it is unnecessary, inappropriate or prohibited by law to follow the procedures set forth in this Section III E. because other procedures are more appropriate or legally required, it must notify in writing the Athletics Integrity Officer and Monitor of that determination and the basis upon which it was made. The Athletics Integrity Officer should prepare a memorandum to file if he or she makes a good faith determination that the process should not be followed and this documentation will be available to the Monitor.

F. The Role of the Associate Athletics Director for Compliance and Student-Athlete Services.

The Associate Athletics Director for Compliance and Student-Athlete Services will remain the individual primarily responsible for the day-to-day administration of the Athletics Department compliance office, including responsibility for compliance with the NCAA Constitution, Bylaws, and the Big Ten Handbook. Nothing in this AIA is intended to limit, restrict or supplant any part of the University's existing compliance programs or the responsibility and authority of the Associate Athletics Director for Compliance and Student Athlete Services. The provisions relating to the Athletics Integrity Officer are intended to enhance oversight of Compliance operations for Athletics.

IV. APPOINTMENT OF AN INDEPENDENT ATHLETIC INTEGRITY MONITOR

The University agrees to retain an independent Athletic Integrity Monitor, whose powers, rights and responsibilities shall be set forth below.

A. Selection and Term

The Monitor has been selected by the NCAA, in consultation with the University and the Big Ten. He shall serve as the Monitor for a period of five years from the effective date of this AIA or such longer or shorter period as may be determined in accordance with this Agreement. Following the process described in Section V of this Agreement, in the event the NCAA determines during the term of the Monitor (or any extensions thereof), that the University has committed a material breach of this Agreement, an extension of the term of the Monitor may be imposed in the sole discretion of the NCAA. After a minimum of two years of implementation of the AIA, the term of the Monitor may be reduced or concluded in the sole discretion of the NCAA if the University requests and the Monitor recommends a reduction based upon compelling evidence that the athletics culture is consistent with the NCAA Constitution and Bylaws and the Big Ten Handbook and that sufficient progress has been made in the implementation of the AIA that the measures required under the AIA no longer need the oversight of a Monitor. In such case, all other terms and conditions of the Consent Decree and AIA would remain in effect. The NCAA shall have the right, in its sole discretion, to replace the Monitor at any time, but must first consult with the University and the Big Ten. If the Monitor is replaced by the NCAA, the term of the replacement Monitor shall be coterminous with the remaining term of the AIA or any extensions.

B. Jurisdiction, Scope, and Oversight Authority

The Monitor shall review and monitor the University's compliance with the AIA and the systems, processes and procedures to comply with the NCAA Constitution and Bylaws and Big Ten Handbook, including, but not limited to, the principles regarding institutional control, responsibility, ethical conduct, and integrity reflected in the NCAA Constitution and Bylaws and Big Ten Handbook. The Monitor shall also review the activities of the Athletic Department and all Covered Persons to ensure that their conduct and relationships with the athletics program are appropriate under the AIA, the NCAA Constitution and Bylaws and the Big Ten Handbook. The Monitor will prepare a written quarterly report to the University's Board of Trustees, the Big Ten, and the NCAA regarding the University's execution and maintenance of the provisions of the AIA. The Monitor will make recommendations to the University to take any steps he or she reasonably believes are necessary to comply with the terms of the Consent Decree, the AIA, and the Freeh recommendations, and to enhance future compliance with NCAA Constitution and Bylaws, rules and regulations and Big Ten Handbook and rules and regulations.

The Monitor will have the authority to employ legal counsel, consultants, investigators, experts, and other personnel reasonably necessary to assist in the proper discharge of his or her duties. The Monitor's expenses will be paid by the University. The Monitor will submit reasonable and proper documentation of these expenses as a condition precedent to their payment. The Monitor and his or her professional advisors shall be indemnified by the University against any third-party claims arising from the Monitor's good faith performance of his or her duties except for conduct: (a) outside the

scope of the Monitor's duties; (b) undertaken in bad faith; or (c) constituting gross negligence or willful misconduct, as set forth in the Consent Decree.

C. Access to Information

Except as prohibited by law, the Monitor shall have access to any University facilities, personnel, and non-privileged documents and records as are reasonably necessary to assist in the execution of his duties.³ The University shall preserve all such records as directed by the Monitor.

If reasonably necessary to assist the Monitor in the execution of his duties, and except as prohibited by law, the Monitor shall have the right to interview any Trustee, administrator, officer, faculty, employee, agent, coach, manager, consultant or student-athlete of the University and, if not unreasonably disruptive of University operations, to participate in any meetings concerning any matter within or relating to his jurisdiction. It shall not be a breach of this AIA if any such individual refuses to talk to the Monitor provided that the University employs its best efforts to obtain the individual's cooperation and provides a written explanation of those efforts and the reasons for the individual's failure to comply if any are provided after best efforts, which includes an inquiry to the individual refusing to comply. The Monitor shall take appropriate steps to maintain in confidence any non-public information entrusted to him and shall share such information only with the NCAA and the Big Ten as expressly provided in this Agreement under the same requirement of confidentiality, except as may be necessary for the NCAA or the Big Ten to enforce this Agreement.

V. BREACH AND DEFAULT PROVISIONS

The University is expected to fully and timely comply with all of the AIA obligations. In the event the NCAA has reasonably reliable information, including but not limited to a report from the Monitor, that the University may be in material breach of the AIA, the NCAA will have the right to interview any officer, faculty, employee, agent, consultant or student-athlete of the University. If the NCAA concludes in good faith that a material breach may have occurred, the NCAA will provide the University notice of the allegation of a material breach and an opportunity to respond and present evidence to the NCAA President or his designee in a form acceptable to the NCAA. The NCAA will also provide the University a reasonable opportunity to cure. If the University does not cure the alleged material breach within 30 days and if after consideration of the University's response and evidence, the NCAA President, or his designee, determines that a material breach has occurred, the NCAA shall notify the University in writing of that determination and proposed sanctions. The University shall have the right to request a reconsideration of that determination by the NCAA Executive Committee upon a written request and submission of relevant materials by the University. Such submission must be made by the University within 15 days. If the NCAA Executive Committee

³ The FERPA waivers signed by student-athletes would allow disclosure for the purposes of this AIA.

determines that the University materially breached the AIA, such action shall be considered grounds for extending the term of this AIA or imposing additional sanctions, up to and including, a temporary ban on participation in certain intercollegiate athletic competition and additional fines. The University agrees that any determination by the NCAA made following the process described in this paragraph that the University has or has not materially breached the AIA and imposing any sanction for such breach is final. The University expressly agrees not to challenge this AIA and, to the extent allowed by law, waives any claim to further process, including, without limitation, any right to a determination by the NCAA Committee on Infractions, any appeal under NCAA rules, and any judicial process related to the subject matter of this AIA, which is inextricably bound to and a required implementing document of the Consent Decree.

VI. EFFECTIVE AND BINDING AGREEMENT

The University, the NCAA and the Big Ten agree as follows:

A. This AIA shall be binding on the University and its successors, assignees, and transferees;

B. This AIA shall become final and binding on the date the final signature is obtained on the AIA;

C. This AIA satisfies the July 23 Consent Decree's requirement relating to the implementation of an Athletics Integrity Agreement. Nothing in the AIA obviates the Consent Decree, which continues in full force and effect;

D. This AIA constitutes the complete agreement between the University and the NCAA and the Big Ten on the subject matter hereof and may not be amended except by written consent of the Parties to this AIA;

E. Each signatory represents and warrants that he is signing this AIA in his official capacity, that he is authorized to execute this AIA, and that such execution is in compliance with all applicable laws and regulations;

F. This AIA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same AIA. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this AIA;

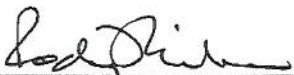
G. This AIA shall be governed by the laws of New York;

H. The parties acknowledge and agree that they owe each other a duty of good faith and fair dealing in the interpretation, implementation and enforcement of this AIA; and

I. When this Agreement refers to "annually" or "every year" or similar language, it shall mean the academic or fiscal year ending June 30.

IN WITNESS WHEREOF, this Athletics Integrity Agreement has been signed by
or on behalf of each of the Parties.

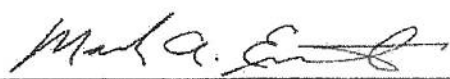
FOR THE PENNSYLVANIA STATE UNIVERSITY


Name Rodney A. Erickson Date 8/28/12
Title: President

FOR THE BIG TEN

Name James E. Delany Date
Title: Commissioner

FOR THE NCAA


Name Mark A. Emmert Date 8/28/12
Title: President

IN WITNESS WHEREOF, this Athletics Integrity Agreement has been signed by
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FOR THE PENNSYLVANIA STATE UNIVERSITY

Name Rodney A. Erickson Date
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FOR THE BIG TEN

James E. Delany 8/29/12
Name James E. Delany Date
Title: Commissioner

FOR THE NCAA

Name Mark A. Emmert Date
Title: President