

EMPLOYMENT CONTRACT

This Contract is entered by and between The Pennsylvania State University, organized and existing under the laws of the Commonwealth of Pennsylvania and located in University Park, Pennsylvania (hereinafter "Penn State" or "The University") and William O'Brien, residing in Foxborough, Massachusetts (hereinafter "Coach").

WHEREAS, the University wishes to employ the Coach as its Head Football Coach, and wishes to enter this contract with Coach on the terms and conditions set forth in this Contract; and,

WHEREAS, the Coach also wishes to enter this contract;

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which consideration is hereby acknowledged, the University and Coach hereby agree as follows:

1. EMPLOYMENT. The University hereby agrees to employ the Coach pursuant to this Agreement as its Head Football Coach on the terms and conditions herein set forth. Coach will report to the Director of Intercollegiate Athletics (hereinafter "Director") and will be responsible for the coaching, leadership, recruiting, supervision and promotion of the intercollegiate football program at Penn State during the term of this Contract and any extensions hereof, providing leadership in building and maintaining a competitive, quality program which will reflect the values and high standards of Penn State. Coach hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder, which duties shall include the following, subject to the directives, orders, input and advice of his superiors:
 - A. Administering, managing and leading the intercollegiate football program at Penn State in such a manner as to reflect positively on the image and reputation of Penn State at all times, in accordance with the University's mission and pursuant to the Statement of Principles for Intercollegiate Athletics.
 - B. Administering, managing and leading the football program at Penn State in such a manner as to allow its football team to effectively compete in National Collegiate Athletic Association ("NCAA") and Big Ten Conference play.
 - C. Hiring and managing the assistant coaches necessary and appropriate to assist Coach in meeting his responsibilities hereunder.
 - D. Being knowledgeable of, and assuring and monitoring compliance by all student-athletes and assistant coaches in the football program with, applicable governing constitutions, by-laws, rules, policies, interpretations and regulations of the NCAA, the University and The Big Ten Conference or any conference or organization

of which the University is or becomes a member during the term of this Contract. Coach shall immediately advise the Office of Compliance if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA or Big Ten Conference violations conducted or authorized by Penn State or the NCAA or the Big Ten Conference at any time.

E. Directing the University's intercollegiate athletic activities in football, including management of staff, budget and other resources.

F. Understanding, observing, upholding and championing Penn State's academic standards, requirements and policies; and, promoting an environment in which admissions, financial aid, academic services for student athletes and recruiting can be conducted consistently with the University's mission and Statement of Principles for Intercollegiate Athletics.

G. Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff and friends of the University with respect to football.

H. Teaching the mechanics and techniques of football to team members, coaching student-athletes, overseeing daily practices, analyzing and instructing student-athletes in areas of deficiency.

I. Performing all other duties customarily performed by a Head football Coach of commensurate rank serving other NCAA and Big Ten Conference member institutions.

J. Performing other duties as assigned by the Director and/or his designee.

2. TERM. The Coach's employment hereunder shall be for a term beginning on January 6, 2012, and shall continue through January 6, 2017 or until any post-season game(s) is over, unless terminated earlier pursuant to the terms and provisions hereof.

3. EXTENSION. On or about January 6, 2016, the University will begin reviewing Coach's performance and by mutual agreement, the parties can extend Coach's contract for an additional term of one, two or three years on the terms and conditions set forth herein. The University also shall have the option, in its sole discretion, not to extend this Agreement at that time.

4. COMPENSATION. The University agrees to pay to the Coach as compensation for the services performed by Coach pursuant hereto, a base salary ("Base Salary") of Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000) per year, which will be subject to such withholdings as may be required by applicable local, state and federal laws.

a. For the services of Coach, University shall pay to Coach an annualized salary of Nine Hundred Fifty Thousand and No/100 (\$950,000) dollars for the period

from the commencement date of this Employment Contract through June 30, 2013. For the year beginning July 1, 2013 and for each successive year thereafter for the duration of the term of this Employment Contract, Coach shall receive base salary increases in the amount of five (5%) percent.

Base salary payments shall be paid to Coach in equal monthly installments, and such salary payments shall be reduced by withholding and other applicable taxes and retirement contributions.

b. The University shall contribute, at its normal contribution rate to the Pennsylvania State Employees' Retirement System, subject to applicable contribution limitations of the Internal Revenue Code and University policy.

c. Coach shall conduct a reasonable number of summer sport camps at the University Park campus each year in consultation with the Director, which shall be administered in accordance with summer sport camp policies implemented by Continuing and Distance Education and Intercollegiate Athletics, as the same may be modified from time to time during the term of this Contract. Such camps may not run simultaneously. Coach shall not own, operate or participate in competing summer sport camps within Pennsylvania without the prior written consent of the Director.

Use of the University's name, logo and marks by Coach in connection with summer sport camps shall be subject to prior written approval of the Director.

d. University shall pay or arrange for others to pay to Coach as additional compensation the amount of One Million and No/100 (\$1,000,000) Dollars during each fiscal year through June 30, 2017, commencing in the 2012 – 2013 fiscal year and payable in two equal installments on December 31 and June 30, if, and only if, Coach participates, at the direction of the Director in (1) University-sponsored radio and television programs relating to the Football Program and (2) a reasonable number of public appearances. Although payment under this paragraph 4(d) will be provided to Coach twice a year, Coach shall be deemed to earn a pro rata amount of the annual payment on a weekly basis during the fiscal year (July 1 – June 30), and Coach shall be entitled to any amount earned, but unpaid, upon termination of his employment for any reason.

e. For the contract year beginning July 1, 2012 and continuing through January 6, 2017 or the day after the bowl game in which Penn State participates if after January 6, 2017, University shall pay to Coach as additional compensation the amount of Three Hundred Fifty Thousand and No/100 (\$350,000) Dollars from the proceeds of a shoe and apparel contract between the University and Nike, Inc.

University shall pay the above amount of Three Hundred Fifty Thousand and No/100 (\$350,000) Dollars to Coach as additional compensation in two equal installments of One Hundred Seventy-Five Thousand and No/100 (\$175,000) Dollars on December 31

and June 30 for the years 2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017.

Although payment under this paragraph 4(e) will be provided to Coach twice a year, Coach shall be deemed to earn a pro-rata amount of the annual payment on a weekly basis during the contract year (July 1 – June 30), and Coach shall be entitled to any amount earned but unpaid, upon termination of his employment for any reason. Coach is required to make no more than five (5) personal appearances on behalf of Nike as required under the current Nike Contract, which appearances may include, but not be limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. The parties may mutually agree on additional appearances as may be requested by Nike.

f. It is understood and agreed that Coach shall not receive additional compensation for public speaking engagements required by the Director, but that with the appropriate written consent as provided in paragraph 6 hereof, Coach shall have the right to earn supplemental income from other speaking engagements.

g. Coach shall have the same rights and privileges as any other employee to participate in the employee benefit plans of University, including without limiting the generality of the foregoing, the option of a vehicle through the Dealer Car Program or an automobile stipend in the amount of Five Thousand and No/100 (\$5,000) Dollars per year, and health, dental and vision coverage. University agrees to provide insurance for the vehicle which Coach obtains through the Dealer Car Program. Only Coach and Coach's spouse shall be authorized drivers of said vehicle. Upon termination of the Employment Contract for any reason, Coach shall immediately return the vehicle(s) to University. Coach shall also have the option of receiving an adapted handicapped van for the use of his handicapped son.

h. University shall reimburse Coach for all reasonable relocation expenses in accordance with University policy. University shall provide temporary housing for Coach and his family for a period of not to exceed three (3) months from the date of this Employment Contract.

i. All cash payments made to Coach other than base salary, if applicable, pursuant to paragraph 4 shall be subject to withholding and other applicable taxes, but not retirement contributions.

5. INCREASES IN BASE SALARY. Commencing on July 1, 2012, and on July 1 of each year thereafter throughout the term of this Contract and any extensions hereof, Coach's Base Salary shall be the sum of (a) Coach's Base Salary for the immediately preceding year and (b) an amount equal to five percent (5%) of the Coach's per annum Base Salary for the

immediately preceding year.

6. OUTSIDE INCOME. Coach shall devote substantially all his business time, service and best efforts exclusively to the affairs of University and shall not directly or indirectly render any substantial services of a business, commercial, professional or governmental nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Director, or without the prior written consent of the President of the University, where such consent is required by the NCAA, the Big Ten Conference or University policy.

Subject to University's prior written consent on a case by case basis for each endorsement, which consent shall not be unreasonably withheld, Coach shall have the opportunity to earn outside income from endorsements that in the University's judgment: (i) do not directly or indirectly conflict with the University's existing endorsement contracts; (ii) do not directly or indirectly conflict with any rules, regulations or policies of the NCAA, Big Ten Conference or University; (iii) do not directly or indirectly associate the University with the subject of Coach's endorsement; and (iv) do not reflect adversely on the good name and reputation of the University. Beginning with the effective date of this Employment Contract, Coach shall disclose annually on or about June 30 to the Director, sources and amounts of athletically related benefits.

University shall have the right, in its sole discretion, to use Coach's name and likeness in connection with promotion of The Pennsylvania State University, promotion of the University's intercollegiate athletics program and promotion of the Football Program. In addition, Coach hereby grants permission to the University for its use of Coach's name and likeness during the term of this Employment contract in connection with the University's endorsement contracts; provided however, that the University will not associate Coach's name and likeness with any person, thing or activity that in Coach's reasonable judgment may be deemed to be lewd, immoral tasteless, lascivious, grotesque or otherwise offensive, including without limitation alcohol, tobacco, gambling, sex and firearms, without Coach's prior written consent. Except as otherwise provided in this paragraph, University shall not use Coach's name and likeness for any other purpose.

7. ANNUAL PERFORMANCE INCENTIVES.

A. In addition to the compensation described herein, including but not limited to his Base Salary, his appearance compensation and his automobile/entertainment compensation, the University agrees to pay to Coach in each year of the Contract the following performance incentives, not to exceed a maximum of \$200,000 cumulatively, based upon achievement of the following: -winning the division (5% of Base Salary), the Big Ten Championship Game(8% of Base Salary), participation in a post-season bowl game (11% of Base Salary)and winning the BCS Championship Game(9% of Base Salary).

- 1) Any supplemental compensation payable under this Paragraph will be subject to applicable local, state and federal withholding taxes and will be paid to Coach on or about June 30 of the respective Contract Year.
- 2) The amount under this Paragraph in each Contract Year will be earned by and payable to Coach only if Coach is employed as the University's Head football Coach on the day of the event that is the basis for the University paying the amount.

¹ Currently the BCS bowls are the Sugar Bowl, Orange Bowl, Rose Bowl, and Fiesta Bowl. The parties recognize that the BCS may be discontinued or revised, such that these four bowls may not continue to constitute BCS bowls. In such event, it is the intention of the parties to replace this bonus criterion with an equivalent bowl criterion.

The University shall not be required to make contributions to the 403(b) plan or any other pension plan based on the amount of additional compensation. The University's obligation under this Paragraph shall terminate upon termination of this Contract for any reason or at the end of the term, except that University shall pay a pro rata amount of the additional compensation up to the date of termination.

The Coach agrees to refrain from any efforts to, and to waive his right to, enter into separate contracts for apparel, footwear, hats, uniforms or other items, coaches radio or television shows, personal appearances or speaking engagements or product endorsements or any other contracts. Contracts for athletic equipment and apparel shall be either between the university and vendor or tripartite arrangement between the university coach/support personal and vendor. The university must be a party to agreements entered into between coaches and/or support personnel and vendors.

The Coach hereby agrees that Coach will promptly report to the Director and the President of the University in writing, annually or more frequently if requested by the University from time to time, all athletically related income and/or benefits Coach receives from sources outside the University during the term of this Contract and will turn such amounts over to the University unless the University has authorized such payment from such outside source. The University shall have reasonable access to all records of the Coach necessary to verify such reports and Coach's compliance with this provision.

8. TERMINATION BY COACH

A. Resignation.

(1) Coach may terminate this Contract for any reason upon written notice to University. (Coach will be deemed to have terminated this Contract in the event Coach dies or Coach becomes disabled or incapacitated and is continuously unable to perform any or all of his obligations under this contract for a period of at least six (6) months). If such termination (other than by reason of death, disability, or incapacity) occurs during the term of this contract or any extension hereof, Coach will pay University as liquidated damages an amount equal to the product of (i) Coach's Base Salary and Additional Compensation at the time of termination, multiplied by (ii) the number of years remaining under this Contract at the time of termination. In the case of partial years, the amount will be pro-rated by the number of months left in the partial year. This amount will be in lieu of any and all other legal remedies available to University pursuant to this paragraph.

(2) Any payment due under this Paragraph will be made within thirty (30) days of the effective date of Coach's termination of the Contract. The parties acknowledge that the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket, broadcast or other revenues, which damages are impossible to determine with certainty and

accordingly agree to this liquidated damages provision. The parties further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

(3) In calculating the amount of liquidated damages under this Paragraph, it will be assumed that Coach's per annum Base Salary and Additional Compensation on the date of termination would remain in effect for the remaining stated term of this Contract.

(4) In the event of termination by Coach under this Paragraph, University will be obligated to pay to Coach the Annual Performance Incentives provided for in Paragraph 7 earned to the date of such termination but will not be obligated to reimburse Coach for any expenses incurred by coach prior to termination toward presentation of any summer camp.

9. TERMINATION BY UNIVERSITY.

A. Termination Without Cause.

(1) University shall have the right, in its sole discretion, to terminate this Contract at any time for any reason by giving sixty (60) days' prior written notice to Coach.

In the event University terminates the employment of Coach, pursuant to this Paragraph 9.A. for any reason other than cause, death or disability on or before January 6, 2017, University shall pay to Coach as liquidated damages an amount of Coach's Base Salary in Paragraph 4(a) for the remaining term of the Agreement. In addition to said payment, Coach shall receive any compensation, additional compensation, bonuses and other benefits earned, but unpaid, through the date of Coach's termination. The amount payable hereunder shall be paid within sixty (60) days of the date of notice of termination. If the University shall terminate this Employment Contract pursuant to this Paragraph and makes the applicable payment to Coach set forth above, the right to future compensation, additional compensation, bonuses and other benefits provided in Paragraph 4 of this Employment Contract shall cease immediately and University shall have no further obligation or liability to Coach under this Employee Contract.

(2) In addition to the payment of liquidated damages as provided above in the event of a termination under this Paragraph 9.A., University will be obligated to pay to Coach the Annual Performance Incentives provided for in Paragraph 6 earned to the date of such termination and to reimburse Coach for reasonable, substantiated expenses incurred by Coach, if any, prior to termination toward presentation of the next summer camp. Other than outlined in this Paragraph 9.A., the University shall have no other obligation to the Coach. Specifically the University shall not be obligated to pay anything under Paragraph 9 hereof nor annual incentives other than those earned at the date of termination or any other amounts whatsoever.

(3) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that a termination of this Contract by University prior to its natural expiration would cause Coach to lose his salary, special compensation, supplemental compensation, fringe benefits, certain other University-

provided benefits, and possibly other income and benefits provided by third parties which damages are difficult to determine with certainty. Similarly, the parties recognize that Coach in the absence of this provision generally would have had a duty to obtain other employment in mitigation of any damages sustained by virtue of the termination of this Contract.

(4) In the event of termination under this Paragraph 9.A., all fringe benefits furnished by the University will terminate on the date of termination of this Contract except for medical, dental and vision coverage which will terminate thirty (30) days thereafter, and the University will not be liable to Coach for any collateral business opportunities, personal service contracts, or other benefits associated with Coach's position as Head football Coach.

B. Termination for Cause.

If the University shall terminate the employment of Coach for Cause (as hereinafter defined), the right to future compensation, additional compensation, bonuses and other benefits provided in paragraphs 4 and 9(A) of this Contract shall cease immediately and University shall have no further obligation or responsibility to Coach, other than to pay Coach any compensation, additional compensation, bonuses and other benefits earned, but unpaid, through the date of Coach's termination.

(1) Cause. The University may terminate this Employment Contract for Cause. Cause" as used in this Employment Contract includes, but is not limited to the following:

a. Deliberate and serious violations of the duties of the Head Football Coach which are outlined under Employment, or refusal or unwillingness to perform such duties or comply with directions of the President or Director in good faith and to the best of the Coach's abilities.

Material breach or violations by Coach of any of the other terms and conditions of this Employment contract, including without limitation paragraph 9(B)

b. Willful misconduct by Coach,

c. A deliberate or serious violation of a rule of the NCAA or Conference by Coach or any employee under Coach's supervision or direction which could result in any sanction being imposed upon University, including being placed on probation by the NCAA, a finding of a lack of institutional control, loss of grants-in-aid, loss of post-season play, or loss of revenue;

d. Multiple secondary violations of the rules of the NCAA or conference in or related to the Football Team which could result in any sanction being imposed upon University, including being placed on probation or in a finding of a lack of institutional control, loss of grants-in-aid, loss of post-season play, or loss of revenue'

e. A violation of any policy of the Board of Trustees of University involving

dishonesty, moral turpitude, or conflict of interest, or conviction of any law involving dishonesty, moral turpitude, or conflict of interest, or any other personal conduct that impairs Coach's ability to fulfill assigned duties or reflects adversely on Coach's fitness to serve as head coach; and

f. Any other action or conduct which reflects adversely on the good name and reputation of the University, including but not limited to:

1. Material violation of NCAA Legislation by Coach or a failure to report a violation of NCAA Legislation;
2. Material violation of NCAA Legislation relating to the Football Program by an assistant coach, coordinator or Football Program student-athlete, and either (i) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (ii) the Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA Legislation;
3. Engaging in conduct which is unlawful, results in Coach's conviction of a crime, or displays a continual or serious disrespect or disregard for the character or mission of the University, or causes notorious and public scandal;
4. Refusing or failing to perform any duties reasonably related to Coach's position, or failing to perform the same to the best of Coach's ability, after notice to the Coach of the University's expectation;
5. Committing material or repeated violations of any provision of this Contract or any policy of the University;
6. Engaging in conduct that constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Head football Coach as a visible representative of the University; or
7. Prolonged absence from the University without its consent.

In addition, University shall have the right to suspend Coach, with or without pay, for any deliberate or serious violation of any rules of the NCAA of the Big Ten Conference.

C. Death.

In the event of the death of Coach, the salary payments pursuant to Paragraph 4(a) shall cease after the next monthly salary payment. Amounts due, if any, to Coach pursuant to paragraphs 4(c), (d), (e) and (g) and shall be paid to the Estate or Coach within sixty (60) days of the date of death if, but only if, earned by Coach prior to his death.

D. Disability. "Disability" shall be defined as the inability of Coach, by reason of health,

accident, or other cause, to continue his service as Head Coach, as contemplated herein, if such disability persists for greater than 90 days. In the event that Coach suffers a "Disability", University may terminate Coach for this reason, and the salary payments pursuant to Paragraph 4(a) shall cease after the next monthly salary payment. Amounts due, if any to Coach pursuant to Paragraph 4(c), (d), (e), and (g) shall be paid to Coach within sixty (60) days of the date of termination if, but only if, earned by Coach prior to his disability.

(2) In the event of any such termination for just cause, the Coach's salary and other benefits, as set forth above, shall terminate at the end of the month in which such termination occurs, and the University shall not thereafter be liable to Coach for any damages, unless Coach is otherwise entitled thereto under applicable state or federal statutory law. This provision shall include but not be limited to the following: the payment of any salary, or benefits under this Contract or any other compensation or benefit of any kind, or any installment thereof, that accrues following the end of the month in which termination occurs.

(3) Pursuant to NCAA By-Laws 11.2.1 and 11.2.1.1, if Coach is found in violation of NCAA regulations, then Coach shall be subject to disciplinary or corrective action by the University as set forth in the provisions of the NCAA enforcement procedures. In addition, Coach may be suspended for a period of time, without pay, or the Coach's employment may be terminated, if the Coach is found by the University to have been involved in deliberate and serious violations of NCAA legislation.

10. REPRESENTATIONS BY COACH. Coach hereby represents, which representations Coach understands are material facts upon which University has relied in reaching its decision to employ Coach, the following with respect to his background, credentials, education and past employment, to the best of his knowledge and information:

- a. that Coach has never been convicted of a misdemeanor or felony in any jurisdiction;
- b. that Coach has never been disciplined, reprimanded or sanctioned by the NCAA or any athletic conference;
- c. that Coach has never provided an improper benefit, as defined by the rules and regulations of the NCAA, to any student athlete at any time;
- d. that to the best of Coach's knowledge, while serving as the coordinator or assistant coach, he did not violate any rules or regulations of the NCAA or any athletic conference;
- e. that while serving as coordinator or assistant coach of a football program, he was not disciplined, reprimanded or sanctioned by the NCAA or any athletic conference;
- f. Misrepresentations made in Coach's bio, a copy of which is attached hereto as Exhibit "A," are true and accurate; and
- g. that Coach has never engaged in any other action or conduct that would reflect adversely on the good name and reputation of the University or that could cast the University in a negative light.

Any misrepresentation with respect to the foregoing shall constitute conduct which allows the University to terminate this Employment Contract for Cause.

11. AUTHORIZATION TO INVESTIGATE BACKGROUND. Coach authorizes University to undertake, at any time during the term of this Employment Contract, such investigation as it deems necessary concerning Coach's background, credentials, education and past employment. Coach agrees to execute any authorization that may be required to authorize a disclosure to University of records which University deems pertinent to its investigation of the representations made by Coach.

12. UNIVERSITY PROPERTY. All materials or articles of information, including, without limitation, personnel records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University. Within ten (10) days of the expiration or termination of this Contract with or without cause by either party, Coach shall immediately cause any such materials in his or her possession, custody or control to be returned and delivered to the University.

13. CONSTRUCTION. This Contract constitutes and expresses the entire Contract and understanding of the parties hereto in reference to any employment of the Coach by the University and in reference to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to such employment, there being no oral, written or other Contracts, understandings, letter agreements, promises or representations between the parties affecting this Contract. This Contract cannot be changed, modified or amended in any respect except by written instrument signed by both parties.

14. APPLICABLE LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. RESOLUTION OF DISPUTES. Any claim or dispute arising out of or related to this Contract, Coach's employment or the discipline or termination of Coach pursuant hereto shall be resolved exclusively via confidential, binding arbitration at the Employer's place of business, or at another site in Pennsylvania that is mutually agreeable to the parties. Arbitration shall be conducted by a panel of three (3) arbitrators selected pursuant to the rules of the American Arbitration Association ("AAA"). The arbitration panel's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To initiate arbitration, a demand for arbitration must be filed in writing with the other party to this Contract and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16. HEADINGS. The words of this Contract appearing as headings are for identification purposes only and are not a part of this Contract.

17. SEVERABILITY. If any portion of this Contract is declared null, void, invalid or unenforceable, such provisions shall be stricken from the Contract. All of the provisions of this Contract not so stricken shall remain in full force and effect and shall be binding upon the parties and their respective heirs, successors, assigns and personal representatives.

18. ASSIGNMENT. This is a Contract for the performance of personal services. It is personal to the Coach and the University and may not be assigned to any other person or entity at any time without the express written consent of the other party.

William J. O'Brien

New England Patriots
1 Patriot Place
Foxboro, MA 02035
(919) 259-1827

EXPERIENCE

New England Patriots

Offensive Coordinator/Quarterbacks Coach

January 2011 – present

Quarterbacks Coach

January 2009 – January 2011

- Responsible for coordinating every aspect of one of the most productive offenses in the NFL. Currently ranked 2nd in the league in total yards and passing yards and 3rd in scoring.
- In 2010 led the NFL with 32.4 points per game and ranked 8th in total offense.
- In 2009 offense finished 3rd in the NFL, averaging 397.3 yards per game.
- Coach Tom Brady who in 2011 became the first unanimous Associated Press NFL MVP.
- Heavily involved with the evaluation of offensive positions in preparation for the NFL Draft.

Receivers Coach

February 2008 – January 2009

- Coached Randy Moss, Wes Welker and Jabar Gaffney. Lost Tom Brady in first game of season but still finished with an 11-5 record.

Offensive Assistant

January 2007 – February 2008

- 18-1 overall, 16-0 regular season. Heavily involved in game planning for offense that set multiple NFL records.
- Assisted with coaching the wide receivers and quarterbacks.

Duke University

Offensive Coordinator/Quarterbacks Coach

January 2005 – January 2007

- Responsible for all facets of offensive game plan. Called plays on game day.
- Authored quarterback manual, managed unit meetings and conducted daily game-strategy meetings with quarterbacks.
- True freshman QB Thaddeus Lewis broke Duke freshman passing record and finished fourth in the ACC in passing and fifth in total offense in 2006.
- Responsible for the national recruitment of players who could meet Duke University's rigorous academic standards.

University of Maryland

Running Backs Coach

February 2003 – December 2004

- In 2003 finished second in the ACC in rushing offense, averaging 191.3 yards per game.
- Two running backs, Josh Allen and Bruce Perry, each averaged over 70 yards per game in 2003 while combining for 1,635 yards and 14 touchdowns.

Georgia Institute of Technology

Georgia Institute of Technology

Assistant Head Coach

January 2002 – February 2003

Offensive Coordinator/Quarterbacks Coach

December 2000 – February 2003

- Coordinated daily practice plans and managed unit meetings; authored quarterback manual and conducted daily game-strategy meetings with quarterbacks. Responsible for all facets of offensive game plan. Called plays on game day.
- Coached quarterback George Godsey who in 2001 threw for 3,085 yards with a 66% completion percentage and quarterback rating of 142.
- In 2001 offense led the ACC in passing; ranked third in scoring (32 ppg); averaged 420 yards per game; ranked first in third down efficiency; ranked first in time of possession.
- Responsible for the national recruitment of players who could meet the institution's rigorous academic requirements.

Recruiting Coordinator/Running Backs Coach

January 1999 – December 2000

Running Backs Coach

March 1998 – January 1999

- As Recruiting Coordinator, secured two top-15 recruiting classes. Responsible for coordinating all assignments for coaching staff including prospects, recruiting areas, and travel plans. Developed relationships with high school coaches nationwide.
- Responsible for segments of game plan including red zone and third down; assisted in developing practice plans.
- Part of offense that in 2000 ranked in the top-10 in the country in scoring, averaging 36 points and 450 yards per game, and led country in 1999 in offense per game (501 yards) and scoring per game (40.7 points).
- In 1998, 1999 and 2000 finished no lower than third in the ACC in team rushing rankings.
- Coached Joe Burns, First Team All-ACC Running Back; Ed Wilder, Second Team All-ACC Full Back; and Charlie Rogers, second-round pick of the Seattle Seahawks and Pro-Bowl punt returner.

Graduate Assistant Football Coach

May 1995 – December 1997

Worked with tight ends and offensive line.

Brown University

Recruiting Coordinator/Running Backs Coach

January 1998 – March 1998

Linebackers Coach

1994-1995

Tight Ends Coach

1993-1994

EDUCATION

Brown University, Providence, Rhode Island

Bachelor of Arts, Political Science and Organizational Behavior, December 1992

Honors and Activities: Three-year letterman; winner of The Broomhead Award for outstanding contribution to the Brown University football program