

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA
CASE NO. 23-CA-002860

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES,

Plaintiff,

v.

ATLANTIC COAST CONFERENCE,

Defendant.

SECOND AMENDED COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, FLORIDA STATE UNIVERSITY BOARD of TRUSTEES (“FSU Board”), acting for and on behalf of its steward, FLORIDA STATE UNIVERSITY (“FSU”), files this Second Amended Complaint for Declaratory Judgment against Defendant, ATLANTIC COAST CONFERENCE (“ACC”), and respectfully submits as follows:

INTRODUCTION

FSU and the ACC agree this dispute is now very simple. The Court need only construe two contract provisions from two separate contracts to resolve it. First, under the Grant of Rights, whether the media rights to FSU’s home games after it leaves the ACC are “necessary” for the ACC “to perform” its “contractual obligations” under the ESPN Agreement. Second, under Article 1.4.5 of the ACC Constitution, whether the self-described “liquidated damages” “withdrawal payment” (\$140 million) is a penalty. Fortunately, the ACC concedes both.

As to the first, the ACC explained this to the Court April 9, 2024: “Once Florida State leaves the conference,” then “ESPN doesn’t have the right to broadcast anything” with respect to FSU. *See* Transcript of April 9, 2024 Hearing at 144:18-22 (filed April 24, 2024). The ACC then stated, “ESPN has no right whatsoever to broadcast that game once Florida State leaves.” *Id.* at

145:5-6. Because ESPN has “no right” to FSU’s home games after FSU leaves the ACC, those media rights are not “necessary” for the ACC to perform the ESPN Agreements. Hence, the media rights to FSU’s home games after it leaves the ACC never transferred to the ACC in the first place.

As to the second question, the ACC Commissioner Jim Phillips and the Court of Appeals of North Carolina have resolved it. On July 20, 2022, at the ACC Football Kickoff in Charlotte, North Carolina, Mr. Phillips stated the Article 1.4.5 liquidated damages withdrawal payment is “a nine-figure financial penalty.” In 2013, when the amount was just “\$52,266,342”, the Court of Appeals for North Carolina deemed it a “penalty.” *ACC v. Maryland*, 751 S.E. 2d 612, 614 n.3 (N.C. App. 2013). That 2013 “penalty” is now 240% bigger.

Over the past decade, the missions of the FSU Board and the ACC have diverged. Then, the ACC’s mission was to “generat[e] substantial revenue on which the member institutions rely each year”—a mission that meshed well with those of the FSU Board’s to build FSU back into an elite major football power with state-of-the-art broadcast television production facilities to match. While the FSU Board was achieving its missions, the ACC was abandoning its. Today’s ACC votes for (a) a revenue-sharing arrangements at the College Football Playoff (“CFP”) Committee that subordinate its members and render the ACC second class, and (b) an ill-advised and ill-timed expansion that hopelessly dilutes the ACC’s football media value. This leaves FSU Board a stark choice: either abandon its hard-won achievements or withdraw; in reality, no choice at all. The ACC uses two contracts to try to deprive the FSU Board of its choice: the Grant of Rights and Article 1.4.5 of the ACC Constitution, which as construed by the ACC, generate a \$700 million invoice to Florida taxpayers. Hence, to protect its achievements, the FSU Board has no choice but to sue. It does so not for money (like the ACC) but to simply construe a few contract terms, leave everyone intact to pursue their chosen missions and cause the least harm along the way.

PARTIES

1. Plaintiff FSU Board is a public body corporate of Florida pursuant to section 1001.72, Florida Statutes, having stewardship over and the capacity to sue on behalf of FSU. The FSU Board and FSU have their principal places of business in Leon County, Florida.

2. The FSU Board, in a publicly noticed meeting on December 22, 2023, held in Leon County, voted to authorize the FSU Board to initiate this litigation.

3. The ACC is a college athletic conference and a North Carolina unincorporated nonprofit association under the Uniform Unincorporated Nonprofit Associations Act, N.C. General Statute, §§ 59B-1, *et seq.* (the “UUNAA”), with its principal place of business in North Carolina. The institutions within the ACC are “members” or “Conference Institutions.”

MEDIA AND THE NORTH CAROLINA TAKING

4. “Media” is defined as “[c]ollectively, the means of mass communication, specif. television, radio, newspapers, magazines, and the Internet regarded together—also termed *mass media*.” *Black’s Law Dictionary* (11th Ed. 2019) (“*Black’s Law*”).

5. To mass communicate by television, radio and/or the Internet, the content of the communication must be produced and then transmitted or broadcast from the location of its production. Imagination, facilities, and equipment are required to produce original television content and then broadcast it as a mass communication or Media.

6. “Florida State’s Media Rights [are] a form of intellectual property.” (ACC. Am. Comp. ¶ 178.) “Intellectual property” is “[a] category of intangible rights protecting commercially valuable products of the human intellect.” *Black’s Law*.

7. When broadcast, athletic contests played between two colleges produce original content, or Media. When two college athletic teams so compete, one team is designated the “home”

team with the opponent the “away” team. In most cases, the “home” team competes in a geographic location close to its main campus.

8. When FSU plays an athletic contest at or in one of its Tallahassee facilities, it is considered an FSU “home” game. FSU can on occasion be designated the “home” team for a game played at a “neutral” site outside Tallahassee.

9. The Media Rights generated by college athletic contests have become extremely valuable, are at the heart of this case, and have driven many of the changes discussed below.

10. Today football Media rights are by far the most valuable in college athletics. “[F]ootball is the end-all, be-all of college athletics at this point, the driving force behind every single decision made from realignment to television partners.” *The ACC has a big Notre Dame problem, and it’s not the 28-game football losing streak*, September 13, 2023, L. Decock, *The News and Observer*, <https://www.newsobserver.com/sports/spt-columns-blogs/luke-decock/article278972299.html>.

11. The fully ripened dispute between the parties regarding the Grant of Rights “involves a dispute over whether the Grant of Rights and amended Grant of Rights . . . granted Florida State’s Media Rights to the ACC” *after* FSU withdraws from the ACC and “through June 30, 2036.”¹ (ACC First Amended Complaint (“ACC FAC”) ¶¶ 25, 175, 184 and 196-97.)

12. The ACC contends “[t]he Grant of Rights Agreement is a written contract between” FSU and the ACC “in which [FSU] granted the [ACC] its Media Rights”, with “Media Rights” being defined as “rights are for ‘home’ games. A ‘home’ game being any game which is either played at a [FSU's] home location or in which [FSU] is designated as the ‘home’ team.” (ACC FAC ¶ 58 and n.5.)

¹ The ACC agrees FSU’s “Media Rights” are “a form of intellectual property,” and that FSU’s “Media Rights . . . are worth in excess of \$5 Million.” (ACC FAC ¶ 178.)

13. FSU produces and broadcasts original television content of these FSU “home” games “played at [FSU’s] home location” for nine different sports (including football) all from facilities built and maintained by FSU in Leon County, broadcasting it all from Leon County.

14. In North Carolina, the ACC seeks a declaration that the ACC “will” be the “owner” of all FSU’s Media Rights in athletics through 2036 (ACC FAC ¶ 184), “regardless of whether [FSU] withdrew from the [ACC].” (ACC FAC ¶¶ 62, 86, 175 and 196-97.)

15. Thus, that dispute is whether under the Grant of Rights the ACC can “take” all FSU Media Rights for all FSU’s “home” athletic games for the period from the time after FSU leaves the ACC through 2036. Hereinafter described at the “**North Carolina Taking Case.**”

JURISDICTION, FLORIDA LONG-ARM JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this action under section 26.012(2)(a) and (c), Florida Statutes. The parties are on opposite sides of real, actual, and justiciable controversies appropriate for judicial determination under Chapter 86, Florida Statutes (Declaratory Judgments).

17. This Court has personal jurisdiction over the ACC by virtue of the ACC’s citizen/resident status. To the extent the ACC denies its Florida citizenship or residency, it is subject to personal jurisdiction in Florida by virtue of Florida’s long-arm statute (section 48.193, Florida Statutes), and the exercise of jurisdiction over the ACC does not offend traditional notions of fair play and substantial justice. *See Venetian Salami Co. v. Parthenais*, 554 So. 2d 499, 500 (Fla. 1989) (citing *Int’l Shoe Co. v. Washington*, 326 U.S. 310 (1945)). In addition, the FSU Board further states as follows:

(a) The ACC is an unincorporated association and therefore a citizen or resident of every jurisdiction in which its members are citizens or residents, just as a limited liability company or

partnership would be. Two ACC members are Florida citizens. Florida citizens and residents are subject to general personal jurisdiction in Florida. *See, e.g., Subic Bay Marine Exploratorium, Inc. v. JV China, Inc.*, 257 So. 3d 1139 (Fla. 5th DCA 2018) (noting that “Florida residents are subject to the general jurisdiction of Florida courts” and that the long-arm statute analysis is unnecessary when dealing with a Florida resident).

(b) To the extent the ACC denies it is a resident or citizen of Florida, then the ACC is subject to Florida’s long-arm statute (section 48.193, Florida Statutes) with respect to this matter, including identifying and quoting the language of the long-arm statute and pleading facts sufficient to show personal jurisdiction exists, all under *Venetian Salami Co. v Parthenais*, 554, So. 2d 499 (Fla. 1989), to wit:

(i) The ACC is subject to section 48.193(1)(a)1, as at all times relevant it was “[o]perating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state.” § 48.193(1)(a)1, Fla. Stat. The FSU Board shows in this pleading that the ACC operates, conducts, engages in, and carries on business in Florida. The ACC has two Florida members, markets and collects millions of dollars for those members’ “Tier I” (nationally important home games) Media Rights to a national audience, and markets those members’ “Tier II and III” (regionally significant home games) Media Rights to Florida regional audiences. The ACC does so in part by operating its own branded television network (the “ACC Network”) in Florida through extensive television broadcast production facilities in both Tallahassee and Miami, all for the purpose of generating “substantial revenues” for itself (*see* ¶ 30, 175)—with tens if not hundreds of millions of dollars flowing to FSU and Miami, according to the ACC’s February 16, 2024 earlier-filed Motion to Dismiss (at 29). Indeed, the ACC defines its

activities in Florida as a “joint venture.” See ACC’s Motion to Dismiss at 26 (“ACC itself is a joint venture between Florida State and the other members”). The banner that appears at the bottom of the cover page at this ACC Network website <https://theacc.com/watch/?id=6351674260112> bears its branding logos and looks like this:



This pleading further alleges the ACC launched the ACC Network in 2019. (¶¶ 96, 98) (reciting the ACC’s assertion that it jointly operates the ACC Network under a 50/50 revenue split arrangement with ESPN, emblematic of a joint venture.) According to the ACC’s website, “[i]n a new joint venture the ACC and ESPN have partnered to launch the ACC Network [“ACCN”] . . . dedicated to ACC sports and studio programming.” <https://theacc.com/news/2019/3/11/general-acc-network-frequently-asked-questions.aspx>. According to the ACC, “ESPN already has a state-of-the-art facility . . . that, coupled with the individual school studios, can deliver the highest quality content,” adding “[e]ach campus has created or upgraded dedicated production facilities for ACCN content.” *Id.* The ACCN “content” consists of “[a]pproximately 450 live televised events, including 40 regular-season football games, 150 men’s and women’s basketball games, and 200 other regular-season competitions and tournament games from across the conference’s 27 sponsored sports. . . .” *Id.* The ACC Network broadcasts members’ home games played in Florida from more than a dozen Florida facilities in at least two separate Florida counties. This pleading further alleges that the ACC pays \$2 million to ACC members and Florida citizens each year as broadcast television production payments in connection with the production and broadcasting of FSU and Miami home games—ACCN

content, all in connection with generating ACC revenue. *See* ¶¶ 72 n.4., 84, 90. And this pleading alleges the ACC distributes millions of dollars annually into Florida in connection with media rights and the ongoing operation of the ACC Network in Florida. *See id.* and ¶ 18.

Each spring for at least the past decade, the ACC has hosted its annual spring conference meeting in Amelia Island, Florida. This annual spring conference meeting in Amelia Island spans multiple days, and is hosted by ACC Management at a resort at which lodging and conference room accommodations are provided to the members by the ACC. During each of these spring conference meetings, the ACC has operated and/or conducted and/or engaged in and/or carried on a business or business venture “in this state.”

As for the annual ACC football bowl games, according to the ACC “[t]he Capital One Orange Bowl [in] Miami Gardens, Florida” “has been the ‘home of the ACC’ since 2007.” <https://theacc.com/news/2019/7/11/football-acc-announces-bowl-agreements-for-2020-25.aspx>. As for other “**ACC Bowls, 2020-2025**,” “[t]he ACC and its bowl partners” include the “Camping World Bowl (Orlando, Florida), . . . the Outback Bowl (Tampa, Florida), . . . [and the] TaxSlayer Gator Bowl (Jacksonville, Florida).” *Id.* The “Bad Boy Mowers Gasparilla Bowl (Tampa, Florida)” also “collaborate[s] on the selection of one ACC team.” *Id.* That amounts to five ACC Bowl games played in Florida each year, as compared to just one in North Carolina. *Id.*

The alleged operations far exceed the type of operations by which other entities have been found to be operating a business venture in Florida under section 48.193(1)(a)1. *See, e.g., Kapila v. RJPT, Ltd.*, 357 So. 3d 241, 252 (Fla. 2d DCA 2023) (reversing dismissal where investment in a Florida entity provided sufficient “business venture” under

section 48.193(1)(a)1. and satisfied the “minimum contacts” test, even where defendant had only visited Florida once); *Golant v. German Shepherd Dog Club of America*, 26 So. 3d 60, 63 (Fla. 4th DCA 2010) (not-for-profit New York “Club” with “thousands of members who are domiciled throughout the United States and several foreign countries” conducted “Club business largely . . . from the homes of its Board members[,]” making the Florida “home” of just one of its members a “de facto office of the Club”; “[t]he Club receives pecuniary benefit from its business activity in Florida,” subjecting “the Club” to personal jurisdiction in Florida due to its ““general course of business activity in the State for pecuniary benefit.””) (quoting *Dinsmore v. Martin Blumenthal Assocs., Inc.*, 314 So. 2d 561, 564 (Fla. 1975)); *Sutton v. Smith*, 603 So. 2d 693, 699 (Fla. 1st DCA 1992) (quoting *Levinson v. Wister*, 742 P.2d 1024 (Nev. 1087) (“Where a contract for joint venture between a resident of a forum state and non-resident contemplates that the resident member will perform substantial services within the forum state, such performance is sufficient to exercise personal jurisdiction over the non-resident”)).

(ii) The ACC is also subject to sections 48.193(1)(a)2 (“tortious act within this state”) and (1)(a)6 (“causing injury to persons or property within the state arising out of an act or omission by the defendant outside the state” while defendant “engaged in solicitation or service activities in this state,” or while defendants’ “products” and services are used or consumed in Florida). The FSU Board shows in this pleading that the ACC has harmed FSU in innumerable ways by acts or omissions outside of Florida and, within Florida, has harmed FSU by wrongfully filing the **North Carolina Taking Case** against the FSU Board on December 21, 2023, and serving it in Tallahassee, Florida, in violation of the ACC’s fiduciary duties (an intentional tort) (§§ 168-171); that the ACC acts in an ongoing way to

restrain trade in Florida violation of section 542.18, Florida Statutes (§§ 149-159); and that the ACC continues to breach its contract (the ACC Constitution and Bylaws) with FSU in a variety of ways (§§ 135-140). The ACC has been actively engaged in solicitation and service in Florida for several years. The ACC is thus subject to long-arm jurisdiction in Florida under both § 48.193(1)(a)2 and (1)(a)6.

(iii) The ACC is also subject to long-arm jurisdiction under section 48.193(1)(a)7 (“Breaching a contract in this state by failing to perform acts required by the contract to be performed in this state.”). This pleading alleges breaches of duties set forth in the ACC Constitution and Bylaws, which are renewed annually, as breaches of contract with respect to performance due and payments owed FSU in Florida, including service of an unauthorized lawsuit in Tallahassee, Florida. *See* §§ 135-140.

(iv) The ACC’s activities described herein constitute substantial and not isolated activity within Florida, subjecting the ACC to general personal jurisdiction in Florida. § 48.193(2) (“A defendant who is engaged in substantial and not isolated activity within this state, whether such activity is wholly interstate, intrastate, or otherwise, is subject to the jurisdiction of the courts of this state, whether or not the claim arises from that activity.”).

(v) The exercise of jurisdiction over the ACC does not offend traditional notions of fair play and substantial justice (the “minimum contacts” test). *See Venetian Salami Co. v. Parthenais*, 554 So. 2d 499, 500 (Fla. 1989) (citing *Int’l Shoe Co. v. Washington*, 326 U.S. 310 (1945)). The ACC’s inclusion of two Conference Institutions and agents in Florida (one, a sovereign state entity), engagement in significant business ventures in Florida, and receipt of substantial income from Florida far exceed any colorable

claim of offense at jurisdiction in Florida. In fact, the ACC admitted as much in open court: “I don't think North Carolina is a better forum or this court is a better forum. I think North Carolina is the more appropriate forum.” *See* Transcript of April 9, 2024 Hearing (filed April 24, 2024), at 50:12-15. Certainly, the ACC’s admission that its claimed home state is no better forum for the action than this Court is an acknowledgment that jurisdiction here does not “offend traditional notions of fair play.”

The facts supporting jurisdiction far exceed those that routinely satisfy the minimum contacts test. *See, e.g., Garris v. Thomasville-Thomas County Humane Society, Inc.*, 941 So. 2d 540 (Fla. 1st DCA 2006) (reversing dismissal where Georgia humane society’s newsletters, donation solicitations, and relationship with other animal aid organizations satisfied minimum contacts: “The Humane Society purposefully avails itself of a variety of privileges under Florida law, in drawing on various Florida resources to accomplish its goals...and...targeting the populous Florida ‘market.’”).

Finally, *Kapila* reminds of factors that weigh significantly in favor of finding the exercise of jurisdiction in this case is appropriate, considering the fact that the Plaintiff is a sovereign Florida entity, and the dispute involves Florida’s sovereign immunity and hundreds of millions of Florida’s dollars—a substantial interest of this forum State:

Factors weighing upon the determination of whether the exercise of jurisdiction “would offend ‘traditional notions of fair play and substantial justice’” include “the burden on the defendant, the interests of the forum State, and the plaintiff’s interest in obtaining relief.” Courts must also weigh “the interstate judicial system’s interest in obtaining the most efficient resolution of controversies; and the shared interest of the several States in furthering fundamental substantive social policies.”

Id. at 251 (quoting *Asahi Metal Indus. Co. v. Superior Ct. of Cal.*, 480 U.S. 102, 113 (1987)). The interest of the forum State (Florida), the Plaintiff’s interest, and the interstate

judicial system's interest in efficiency all militate toward jurisdiction in Florida. At no time has Florida expressed in statute a "clear, unequivocal" waiver of sovereign immunity for suit in a foreign state on contracts or torts in language so specific as to leave no room for "any other reasonable construction." See *Edelman v. Jordan*, 415 U.S. 651, 673 (1974) ("In deciding whether a State has waived its constitutional protection under the Eleventh Amendment, we will find waiver only where stated 'by the most express language or by such overwhelming implications from the text as [will] leave no room for any other reasonable construction.'"); *Alden v. Maine*, 527 U.S. 706 (1999) (so-called "Eleventh Amendment immunity" is a "convenient shorthand" used for state sovereign immunity generally, and bars suit against states in state as well as federal courts absent adequate waiver); *Franchise Tax Bd. of Cal. v. Hyatt*, 139 S. Ct. 1485, 1490 (2019) (confirming that the Constitution does not "permit[] a State to be sued by a private party without its consent in the courts of a different State."); *Austin v. Glynn Cnty., Ga.*, 80 F.4th 1342, 1350-51 (11th Cir. 2023) (courts will not expand waiver of sovereign immunity outside jurisdiction unless waiver specifically "employ[s] language that is either explicit or else admits of no other reasonable interpretation.") (quoting *Schopler v. Bliss*, 903 F.2d 1373, 1379 (11th Cir. 1990)); *Maynard v. Board of Regents of Universities*, 342 F.3d 1281 (11th Cir. 2003) (applying Florida law and holding that Florida's "all courts" waiver language does not even include federal courts located inside Florida).

In sum, when it comes to "traditional notions of fair play and substantial justice," as those terms are used in *Kapila* and *Asahi*, any alleged "burden on the defendant" in this case is outweighed by the "interest of the forum state," the "plaintiff's interest in obtaining relief," "the interstate judicial system's interest in obtaining the most efficient resolution,"

and the “shared interests of the several States in furthering fundamental substantive social policies[.]” including the essential tradition of state sovereign immunity.

18. The ACC exists to advertise and solicit television viewers (fans) to buy and consume the ACC’s Media products (broadcast ACC members’ home games and subscriptions to the ACC Network), including in Florida, the third most populous state in the Union and the home of two of the ACC’s Conference Institutions.

19. The ACC cannot reasonably argue it has no reason to anticipate that is susceptible to jurisdiction in Florida, and exercise of jurisdiction over it is consistent with—in fact is the definition of—fair play and substantial justice. Specifically:

(a) To service the ACC Network and produce original television content for broadcast on the ACC Network, and at the request of the ACC Network and ESPN, FSU spent in excess of ten figures of its own monies to build from scratch state-of-the-art sports television broadcast production studios on the FSU campus including five (5) Video Control Rooms and three (3) Live Broadcast Control Rooms, with each studio capable of separate live television broadcast and production. All these studios were built by FSU from nothing at 403 Stadium Drive in Tallahassee. The facilities conspicuously market the ACC Network designated copyrighted logo, *e.g.*:



(b) FSU currently has 235 staff, students, and volunteers working on producing original broadcast television content for the ACC Network at those Tallahassee control rooms;

(c) For use in connection with producing original broadcast television content for the ACC Network, FSU has purchased all the following:

(i) Five (5) Ross Production Switchers;

(ii) Two (2) Ross Acuity 4ME Production Switchers, which, on information and belief, no other college sports broadcasting production facility has besides the University of Notre Dame;

(iii) One (1) 2 ME Carbonite Black;

(iv) Two (2) Carbonite-Graphite;

(v) Eight (8) Evertz Dream Catcher Replay Stations;

(vi) Sixteen (16) Panasonic broadcast cameras;

(vii) Eight (8) 80X and 95X Camera Lens Broadcast kits; and

(viii) Eleven (11) Ross Xpression Character Generator work stations.

(d) ESPN staff have told FSU's broadcast television production team that FSU has the best sports broadcast television production facilities of any college in the United States;

(e) Out of and from its studios on the campus of FSU, FSU produces original broadcast television content sold by the ACC Network for nine different sports generated at seven different brick and mortar facilities built and maintained on FSU's campus in Tallahassee.

(f) During each of these broadcast television productions, FSU prominently displays ACC and the ACC Network branding approximately 50 to 100 times, providing live commentary by FSU personnel often wearing multiple articles of ACC Network branded gear, all in promotion, advertisement, and solicitation for and on behalf of the ACC Network and the ACC;

(g) Sample still images of these promotions and advertisements are as follows:



(h) These promotions, including the ACC logo emblazoned onto each playing surface and most physical fences and walls, are broadcast by the FSU television broadcast production

facilities and on behalf of ACC Network and the ACC from the seven separate facilities built and maintained by FSU on FSU's campus:

- (i) Basketball (Men's and Women's) (Donald L. Tucker Civic Center, Tallahassee, Florida);
- (ii) Baseball (Mike Martin Field, Tallahassee, Florida);
- (iii) Football (Doak Campbell Stadium, Tallahassee, Florida);
- (iv) Women's Soccer (Seminole Soccer Complex, Tallahassee, Florida);
- (v) Softball (Joanne Graf Field, Tallahassee, Florida);
- (vi) Tennis (Men's and Women's) (Scott Speicher Memorial Tennis Center, Tallahassee, Florida); and
- (vii) Volleyball (Lucy McDaniel Court at Tully Gymnasium, Tallahassee, Florida).

(i) The ACC Network and ESPN prepare and provide the graphics that FSU is required to super-impose on FSU's television broadcast images including the ACC/ESPN watermark logo in the upper left-hand corner of the screen (usually on a continual basis) and game specific graphics, examples of which appear below:





20. Venue is proper under section 47.011, Florida Statutes, in Leon County, Florida, given the location of an ACC member there, the ACC’s business ventures there, and the injuries caused there. The ACC has claimed it is not a resident of Florida and has disputed applicability of section 47.011 based on the statute’s language, “This section does not apply to nonresidents”—arguing that no venue in Florida could be proper. The effect of that language, however, is not that venue in Leon County would be improper—it is that venue anywhere in Florida would be proper. Upon information and belief, the ACC now acknowledges venue in Leon County is proper.

FACTUAL BACKGROUND

21. The ACC was formed when all its original members withdrew from their then-athletics conference in the middle of that conference’s meeting in 1953. The FSU Board has never been an ACC Member, and FSU did not join the ACC until 1991.

22. The SEC, the Big Ten, the ACC, the Big 12 Conference (“Big 12”) and the Pac-12 Conference (“Pac-12”) were for decades the five largest and most financially impactful college athletic conferences and together form a market.

23. In the past four decades, no member has withdrawn from the SEC or the Big Ten. The SEC and the Big Ten have repeatedly negotiated increasingly lucrative media rights

agreements, and are today considered the most fiscally sound college athletic conferences.

24. “In 2002 the ACC and the Big Ten were more or less financial equals. About a decade later [2012], the once small and relatively insignificant monetary gap between the conferences had grown almost \$100 million wide.” *How the ACC went from one of the most successful in college sports history to uncertain future*, July 10, 2022, A. Carter, *The News & Observer*, <https://www.newsobserver.com/sports/college/acc/article263200793.html>.

The ACC Constitution and Bylaws Are a Contract Binding the ACC

25. According to Official Comment 2 to the UUNAA, “This Act contains no rules concerning corporate governance . . . A court *must* resort to the rules of the non-profit association.” In this case, that is the ACC Constitution and Bylaws.

26. According to the ACC, “The Constitution of the ACC (the ‘Constitution’) is a contract” “pursuant to which the “ACC is organized by and operates.” *Atlantic Coast Conference v. University of Maryland, Board of Regents, University System of Maryland*, ACC Complaint, ¶¶ 8-9, Case No. 12CVS10736, Superior Court of North Carolina, Guilford County, 2012 WL 8305455 at *3, Nov. 26, 2012 (hereinafter “*ACC v. Maryland et al.*”).

27. The ACC admits the “ACC Constitution and Bylaws” the “governing documents for the Conference.” See ACC Motion to Dismiss at 15. The ACC Constitution and Bylaws are attached as Exhibit 1.

28. FSU has the right to withdraw under the ACC Constitution Article 1.4.5. To exercise that right, FSU must submit an “official notice of withdrawal.” Article 1.4.5 includes a “liquidated damages” “withdrawal payment.”

29. Because FSU has not withdrawn, the ACC must treat FSU exactly like all other ACC members.

30. The ACC states it is a “common enterprise” obliged to “generate[] substantial revenue on which the member institutions rely each year.” *ACC v. Maryland et al.*, Complaint, ¶

20. The ACC Constitution describes the “Purpose” of the ACC to include “responsible fiscal management and further[ance] of fiscal stability.” ACC Constitution, Art. 1.2, § 1.2.1g.

31. The means by which the ACC is to achieve its contractual mission is as follows: “the Members have granted to the conference the right to exploit certain media and related rights of the Members (such rights, the ‘Media Rights’).” ACC Bylaw 2.10.1. As the ACC is only an athletics conference, the Media Rights the ACC must exploit concern only athletics.

32. In contradiction to the allegations of the **North Carolina Taking Case**, the ACC has never owned, and has no right to, the Media Rights for FSU’s home games after FSU withdraws from (“leaves”) the ACC.

Current College Athletics Media Rights

33. Generally, two types of media rights agreements exist in college athletics: (i) national contracts encompassing “marquee” games of national significance, “Tier I” games, and (ii) regional contracts that typically involve games considered only regionally significant or are games involving less popular teams and/or sports, “Tier II and III” games.

34. The Tier II and III rights agreements usually include the development of a conference-affiliated, branded sports network, oftentimes distributed in a limited geographic area, referred to as “prestige” networks.

35. The ACC owns its own branded-prestige network, the “ACC Network,” for the broadcast of Tier II and Tier III games that involve an ACC member playing at home.

The “Raycom Sports Partnership” and 2010 ESPN Agreement

36. In 1997, the ACC named as its Commissioner John Swofford (“Swofford”). In 2007, his son, Chad, became Director, Business Development at Raycom Sports in Charlotte, North Carolina. Raycom had for decades provided media services to the SEC and the ACC.

37. In 2008, Raycom suffered a financial setback with respect to the SEC:

In August 2008, ESPN won the rights for all SEC content, meaning ESPN, not Raycom, would manage the conference’s syndicated product through its Charlotte-based ESPN Regional Television.

Raycom, which had handled the SEC’s syndicated rights since 1986, believed its history with the conference would be enough to carve out a package of games. [Ken] Haines [Raycom Sports’ CEO] and his staff were stunned to learn that they had been cut out of the deal between the conference [SEC] and ESPN.

The outcome took its toll on Raycom as 20 employees were cut. Once a giant in the college sports media business, Raycom was just a shell of its old self.

History with ACC secures future for Raycom, October 4, 2020, M. Smith and J. Ourand, *Sports Business Journal*, <https://www.bizjournals.com/washington/stories/2010/10/04/daily3.html?page=all> at 2. Raycom did not include Chad Swofford in its cuts.

38. The ACC’s agreement with Raycom was expiring in 2010, and at that time, about “80% of Raycom’s annual revenue [came] from its business with the ACC,” hence “[t]he survival of Raycom hinged on its 31-year relationship with the ACC.” *Id.* at 2, 1.

Without the ACC, Raycom’s future would be bleak. CEO Ken Haines felt the pressure, as did his 50 employees, most of whom described it as a tense two years that led up to the ACC talks [in 2010].

Id. at 2.

39. According to that same article, in 2010, Raycom had no way to compete:

Knowing that the ACC planned to combine football and basketball in the new contract, Raycom resigned itself to the fact that it couldn’t compete with bigger national sports networks for an all-in deal that ended up costing \$155 million a year.

But “keeping a piece of the ACC business was the only way” a “small regional TV syndicator” like Raycom “could stay relevant in the multibillion-dollar college marketplace:”

The problem was that Raycom couldn’t compete financially with bigger national TV networks, like ESPN and Fox, who also wanted the ACC’s rights. So Raycom decided to rely on the deep, personal relationships it developed over its three-decade relationship with the [ACC].

40. Swofford made it clear to potential media partners that Raycom *had* to be included:

Swofford let the strongest bidders, ESPN and Fox, know that he wanted to include Raycom, which went into the talks as a partner to both networks, rather than trying to bid against their deeper pockets.

Id. at 3. John Skipper of ESPN, a fellow University of North Carolina alum, “recognized the power of those ties early in his talks with Swofford” as they sat “on the brick patio . . . [u]nder the swaying pines trees” of North Carolina:

‘It would be our preference,’ Swofford told Skipper, ‘if ESPN could construct something that would keep us in business with Raycom.’

‘So we did,’ Skipper said.

Id. at 1.

41. As a result, ESPN entered a separate “sublicensing arrangement” whereby ESPN sublicensed to Raycom a package of ACC Tier II and Tier III original content in exchange for which Raycom paid to ESPN a reported \$50 million per year, which provided Raycom “with more marketing and media rights than it had before.” *Id.* at 2.

42. Raycom kept all the profits and paid the ACC none. The Raycom arrangement has cost each ACC millions of dollars, and produced strange bedfellows: “Raycom’s new best friend, ESPN, is the same company that almost put [it] out of business.” *Id.*

43. On July 8, 2010, the ACC entered into its first contract with ESPN, which was “constructed” to account for Raycom. (“2010 ACC-ESPN Agreement”).²

44. On September 13, 2011, the ACC determined that the cost to the ACC of a member withdrawal was \$21 million, or 1.25 times (1.25X) the ACC’s total operating budget.

The 2012 ACC-ESPN Amendment and the Unconscionable Penalty

45. The following spring, the ACC and ESPN renegotiated key terms, which generated the May 9, 2012, ACC-ESPN Amendment (the “2012 ACC-ESPN Amendment”), which was to expire June of 2027.³ Although the 2012 ACC-ESPN Amendment addressed only Tier I rights, it carried forward the Raycom arrangement.

46. One article analyzing the 2012 ACC-ESPN Amendment stated:

The ACC’s previous contract [2010] with ESPN essentially was outdated before it went into effect. Shortly after the ACC agreed to its initial deal with ESPN for \$155 million a year in 2010, the Pac-12 shocked the collegiate world with a 12-year deal with ESPN and Fox for \$250 million a year that reset the market.

One year later, ACC ups its rights fees by a third, May 14, 2012, M. Smith, *Sports Business Journal*, <https://www.sportsbusinessjournal.com/Journal/Issues/2012/05/14/Media/ACC.aspx>.

47. The 2012 ACC-ESPN Amendment treated all ACC members the same, with no member designated as preferred or a “must keep” school. The Tier I rights annual payment per member was set at \$12,269,021, with that amount increasing a rate 4.5% annually through 2027.

² The ACC refuses to provide its members, much less the public, with a copy of the media rights agreements to which its members are “committed.” Rather, members are only allowed to inspect the document at the ACC’s headquarters after first obtaining permission from the ACC and while under the ACC’s watchful eye, making it almost impossible for the members to ascertain whether the terms of “their” media rights agreement are competitive or at market. For example, to gather the information necessary to compose this pleading, attorneys on behalf of FSU had to make multiple trips to Greensboro, North Carolina to ascertain the “terms” of FSU’s media rights within the ACC.

³ It is a widely repeated misconception that the ACC’s multi-media rights agreement expires in 2036. As explained below, in truth, the multi-media rights agreement expires in 2027 unless ESPN chooses to exercise its unilateral option.

48. Set forth in table form, the 2012 ACC-ESPN Amendment guaranteed Tier I payment structure per member for the period from 2012 to 2027 looked like this:

Year	2012 ACC-ESPN Amendment	
	Guaranteed	Tier I Rights Payment Per Member (12 Members)
	Cash Payment	% Growth
2012-13	\$12,269,021	4.50%
2013-14	\$12,821,127	4.50%
2014-15	\$13,398,077	4.50%
2015-16	\$14,008,991	4.50%
2016-17	\$14,631,036	4.50%
2017-18	\$15,289,432	4.50%
2018-19	\$15,977,457	4.50%
2019-20	\$16,696,443	4.50%
2020-21	\$17,447,782	4.50%
2021-22	\$18,232,933	4.50%
2022-23	\$19,053,415	4.50%
2023-24	\$19,910,818	4.50%
2024-25	\$20,806,805	4.50%
2025-26	\$21,743,111	4.50%
2026-27	\$22,721,551	4.50%

49. *Forbes* condemned the deal, pointing out that the Big 12 “has reportedly agreed to a new deal with ESPN and Fox” in an amount that “when split among the Big 12’s ten teams it is worth \$20 million per conference member, a cool \$3 million more than each ACC school will take home.” *Did ACC Teams Get Ripped Off with New ESPN TV Contract*, May 9, 2012, C. Smith, *Forbes*, <https://www.forbes.com/sites/chrissmith/2012/05/09/did-acc-teams-get-ripped-off-with-new-espn-tv-contract/?sh=43e5e6934139> at 2.

50. Later *Forbes* article stated “[i]n short, the ACC is giving away more [than the Big 12] and getting back less,” while noting that “this isn’t the first time that John Swofford has left media rights on the table.” *The ACC’s third tier rights and why they’re killing the conference*, *Forbes*, June 4, 2012, C. Smith, <https://www.forbes.com/sites/chrissmith/2012/06/04/the-accs-third-tier-rights-and-why-theyre-killing-the-conference/?sh=4ea281776375>. This article traced the shortcomings back to Raycom.

51. “When the ACC signed its previous ESPN contract a few years ago, Swofford insisted on maintaining a partnership with syndicator Raycom Sports, possibly giving away increased media rights revenues in the process.” *Id.* at 4. According to that article: “the ACC schools see none of the money” paid annually by Raycom Sports.

It’s rather surprising that a conference would so willingly take less TV money – the core source of revenue in collegiate athletics—just to keep a broadcast company from folding.

52. Purportedly to explain his steadfast commitment to Raycom, Swofford said the company “tugged at me.” *History with ACC secures future for Raycom*, October 4, 2010, M. Smith and J. Ourand, *Sports Business Journal*, <https://www.bizjournals.com/washington/stories/2010/10/04/daily3.html> at p. 2. Other explanations have surfaced:

There are, of course, plenty of conspiracy theories to explain Swofford’s irrational decision. Raycom Sports is based in North Carolina, and the ACC is often accused of favoring its four NC schools. Then there’s Swofford's son, Chad Swofford, who is the Senior Director of New Media and Business Development at Raycom Sports (he was also employed by Boston College athletics when the school received an invite from the ACC).

The ACC’s third tier rights and why they’re killing the conference, June 4, 2012, C. Smith, *Forbes*, <https://www.forbes.com/sites/chris-smith/2012/06/04/the-accs-third-tier-rights-and-why-theyre-killing-the-conference/?sh=4ea281776375> at 4.

53. The final *Forbes* article concluded: “The end of the ACC as we know it seems inevitable, and the conference only has itself to blame.” *Id.* at 6.

54. Aware how uncompetitive its 2012 ACC-ESPN Amendment was, the ACC had to convert its “liquidated damages” “withdrawal payment” into a penalty to discourage withdrawals. On September 12, 2012, the ACC escalated its then one-year-old liquidated damages withdrawal payment from 1.25X the ACC’s annual operating budget to 3X the ACC’s annual operating budget—a whopping 240% increase—pushing it to a more than \$50 million penalty. (Hereinafter

“**ACC Withdrawal Penalty**”). No effort was made to ascertain whether this increase fairly approximated the cost of a withdrawal by a single member.

55. FSU and Maryland viewed the increase as a penalty and opposed it. FSU Board Chairman and former Florida House speaker Allan Bense, stated, FSU “President Barron voted against it. I personally think that \$50 million is punitive. I am not sure that holds up.”

56. On November 19, 2012, Maryland withdrew from the ACC to join the Big Ten. The ACC immediately sued Maryland in North Carolina. In that case, the Court held “[m]ultiplying the annual operating budget of the ACC for the 2012-2013 year by the new factor of three increases the total withdrawal *penalty* to \$52,266,342.” *ACC v. Maryland et al.*, 751 S.E.2d 612, 614 n.2 (NC App. 2013) (emphasis added).

The ACC Dangles the ACC Network Before the Members

57. Not long after Maryland withdrew, it became public knowledge the SEC and ESPN were putting together an SEC Network.

58. On March 7, 2013, the ACC presented a “Competitive Market Analysis” “to evaluate the current-day competitiveness of the ACC and . . . positioning of the conference in the industry.” *The ACC Defrauded FSU of Its Media Rights*, *Mtn Sports News*, https://big12insider.com/articles/acc_fraud.html, <https://big12insider.com/docs/maryland-acc-rief-exhibit-.pdf>.

59. The presentation stated “[t]he SEC will announce the planned launch of the SEC Network in partnership with ESPN in 2014,” adding, “We project it will be a successful venture.” The presentation did not explain why the SEC had been preferred over the ACC, but assured ACC members they would not be left behind:

If it is determined that an ACC [prestige] network can be successful, ESPN has indicated it will do a deal on the same terms and conditions as it has with the SEC on the SEC Network.

ESPN has agreed to assess the market viability of an ACC Network. Both the ACC and ESPN are currently developing business models and will be sitting down in the next 60-90 days to determine whether an ACC Network can be successful.

The ACC Tries to Lock the ACC Exit with a Grant of Rights

60. During that window, Swofford introduced a pact to the members intended to remain secret titled Grant of Rights. For many years, the ACC refused to provide its members a copy of the fully executed ACC Grant of Rights.

61. Although Swofford was told the FSU Board would not consider or approve the document, he and his media consultant, Dean Jordan, traveled to Leon County to meet with individual members of the FSU Board to try to promote it.

62. No Grant of Rights has been presented to the FSU Board. No Grant of Rights has ever been approved by the FSU Board. No Grant of Rights has ever been signed by the FSU Board.

63. The ACC was fully aware of that when, at a conference meeting, the ACC made 14 Presidents and/or Chancellors sign the Atlantic Coast Conference Grant of Rights Agreement on April 19, 2013 (“Grant of Rights”) (attached hereto as Exhibit 2).

64. The Grant of Rights adds nothing to the two operative contracts dealing with Media, the ACC Constitution and Bylaws and/or “the ‘ESPN Agreement’” (described in the Fourth WHEREAS clause of the Grant of Rights) and neither of those contracts incorporate any of the terms of the Grant of Rights.

65. The “Grant of Rights” (Ex. 2 at ¶ 1) establishes that the only media rights conveyed by the Grant of Rights are those media “*rights (‘Rights’) necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement.*” *Id.*

66. The ACC agrees Media Rights to the FSU home games played after FSU leaves the ACC are not “necessary” for the ACC to perform its contractual obligations under the ESPN Agreement. “Once Florida State leaves the conference”, then “ESPN doesn’t have the right to broadcast anything” with respect to FSU. *See* Transcript of April 9, 2024 Hearing at 144:18-22 (filed April 24, 2024).

67. The ACC also admits “ESPN has no right whatsoever to broadcast that game once Florida State leaves.” *Id.* at 145:5-6.

68. Indeed, the ACC admits there is no existing contract of any kind that addresses FSU’s Media Rights to its future home games “once Florida State leaves the Conference:”

The conference could broadcast it. The conference can go with Florida State. They could hire someone to broadcast. They could sell those rights. They could sell them game by game. They could sell them back to Florida State. But ESPN has no right whatsoever to broadcast that game once Florida State leaves.

Id. at 144:25 to 145:6.

69. The Grant of Rights provides no consideration to FSU, and nowhere does the Grant of Rights call for the payment of any monies to FSU.

70. Media Rights payments to be made to FSU are governed by a completely different contract, ACC Bylaw Section 2.10.9, which provides:

The revenues derived under Section 2.10.2 (Revenues from Media Rights) and Section 2.10.6 (Revenues From Non-Package Games) resulting from the ACC-ESPN Multimedia Agreement and the ACC-ESPN Network Agreement shall be divided equally among the Members in accordance with Section 2.5.2, unless otherwise provided in these Bylaws (see Section 2.12).

None of the above-underlined sections make any mention of the Grant of Rights.

71. FSU received no increased Tier I payments as a result of the Grant of Rights, and the ACC never secured, as promised, the “same terms and conditions” from ESPN for the ACC Network that the SEC had secured from ESPN.

72. Under the ACC's logic, assuming a member withdrew from the ACC in 2013, it would have faced a total penalty of \$234 million comprised of: (i) the *ACC Withdrawal Penalty* of \$52 million; (ii) the forfeiture of its future media rights (\$12 million x 14 years = \$168 million); and (iii) forfeiture of annual broadcast production payments⁴ totaling \$14 million:

TRAJECTORY OF ACC-CLAIMED "PENALTY FOR WITHDRAWING" 2010-2013		
Year	Penalty Amount	Source(s)
2010	\$0.00	ACC Constitution
9/13/2011	\$21,777,642.50	<i>ACC Withdrawal Payment</i>
9/12/2012	\$52,266,342.00	<i>ACC Withdrawal Penalty</i>
4/13/2013	\$234,266,342.00	Grant of Rights + ACC Withdrawal Penalty

The ACC's Prestige Network Starts from Way Behind

73. Within a month of the day the ACC made the 14 Presidents and Chancellors sign the Grant of Rights, the ACC told its members the ACC Network would be delayed a long time:

Don't expect an ACC-branded TV channel to be launched any time soon.

The biggest problem so far is a rights issue. ESPN needs to control the conference's syndicated rights to launch a channel. But those rights are tied up until 2027 through deals with Raycom and Fox Sports Net.

ACC network may stall over rights issues, May 20, 2013, M. Smith and J. Ourand, *Sports Business Journal*, <https://www.sportsbusinessjournal.com/Journal/Issues/2013/05/20/Media/ACC-net.aspx>

74. It turned out that Raycom had sublicensed substantial ACC member media rights to ESPN's primary competitor, Fox Sports Net:

Even if the conference is able to buy back those rights from Raycom, a second roadblock remains. Raycom sublicensed 17 of those football games and 25 of those basketball games to Fox, which carries the games on its regional sports networks throughout the ACC footprint. Live local sports programming is important to Fox's RSNs, and they are not likely to give up those games cheaply.

⁴ Under the ACC's agreements with ESPN, conference members are to receive \$1 million each year as reimbursement for costs incurred by those conference members in connection with producing and broadcasting original content for ACCN.

Id. at 1. The ESPN-SEC network deal had no similar Raycom drag:

It's unlikely that ESPN will try to launch a channel [ACC Network] without those rights. ESPN bought all those rights—TV, digital sponsorship – together as it formed the SEC Network, which launches in August 2014.

ACC network may stall over rights issues, May 20, 2013, M. Smith and J. Ourand, *Sports Business Journal*, <https://www.sportsbusinessjournal.com/Journal/Issues/2013/05/20/Media/ACC-net.aspx> at p. 2. “Industry insiders say there is no rush to put together an ACC [Network].” *Id.* at 1.

75. In 2014, the ACC and ESPN executed an agreement containing certain preliminary non-binding terms for a future ACC Network agreement including for a then-purported targeted launch in 2016. The June 24, 2014, arrangement (“2014 ACC-ESPN Amendment”) placated ACC members for the launch delay with a network placeholder payment (“Network Placeholder Consideration”).

76. Under the label “Grant of Rights” fee, ESPN would pay the Network Placeholder Consideration for each year the launch was delayed beyond that of the SEC. For the years 2014 and 2015, ESPN only had to pay just over \$1 million per member. For a delay beyond March 1, 2016, ESPN would have to pay each member about \$3 million per year.

77. Once launched, the Network Placeholder Consideration would cease, confirming it was never any sort of “Grant of Rights” fee, but rather just designed to pacify members for the lengthy launch delay of the ACC Network.

78. Under no circumstances were the Network Placeholder Consideration payments to extend beyond 2027, and they terminated with the 2019 launch of the ACC Network.

Swofford Floats an “ESPN Ultimatum” and Negotiates a Disastrous Tier I Deal

79. In June of 2016, Swofford said the launch of the ACC Network would be delayed another three years, or until 2019, and that ESPN had issued an ultimatum: unless the members extended the Grant of Rights for another nine years (from 2027 to 2036), ESPN would enter no

future agreement. “ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Grant of Rights to extend the term thereof” through 2036 (the “ESPN Ultimatum”).

80. FSU’s President signed an Amendment to Atlantic Coast Conference Grant of Rights Agreement on April 28, 2016 (attached hereto as Exhibit 3; “Amended Grant or Rights”). Just as in 2013, the ACC knew the FSU Board had never considered or approved the Amended Grant of Rights.

81. On July 21, 2016, the ACC and ESPN signed (i) an Amended and Restated Multi-Media Agreement (the “2016 ACC Tier I Agreement”), and (ii) a Network Agreement (the “2016 ACC Network Agreement”) for the ACC Network (collectively, the “2016 ESPN Agreements”).

82. The 2014 ACC-ESPN Amendment and the 2016 ESPN Agreements do not reference, mention, or incorporate the Grant of Rights, its amendment, or any purported ESPN Ultimatum, and did not in any way adjust the Network Placeholder Consideration payments, though the agreement did delay the launch of the ACC Network three years.

83. The 2016 ACC Network Agreement granted ESPN the power to shut down the ACC Network under certain circumstances, in which case the Network Placeholder Consideration would restart; but if so restarted, the payments would last only until June 30, 2027.

84. The 2016 ACC Network Agreement included a guaranteed annual television broadcast production fee payment to each ACC member of \$1 million.

85. The 2016 ESPN Agreements treated all full and future ACC members the same. So long as the ACC includes at least 15 Conference Institutions, any member can withdraw with no financial consequence to the ACC, with each remaining member’s share remaining unchanged.

86. So long as the ACC has 15 members, if any ACC member withdraws, ESPN stops paying that member’s share. If a new member is added, ESPN pays the ACC another standard member share identical to that of the others.

87. In the 2016 ACC Tier I Agreement, the ACC negotiated no increase in the Tier I rates set in 2012, before the Grant of Rights. This can be seen by comparing the two contracts side-by-side:

Year	2012 ACC-ESPN Amendment		2016 ACC Tier I Agreement			
	Guaranteed Tier I Rights Per Member (12 Members)		Guaranteed Tier I Rights Paid Per Member (14,184 Members)			
	Cash Payment	% Growth	Cash Payment	% Growth	Add'l Notre Dame (.184 Member) Cash Payment	% Growth
2012-13	\$12,269,021	4.50%				
2013-14	\$12,821,127	4.50%				
2014-15	\$13,398,077	4.50%				
2015-16	\$14,008,991	4.50%				
2016-17	\$14,631,036	N/A	\$14,631,036	N/A	\$2,731,127 (18.4% of Member)	N/A
2017-18	\$15,289,432	4.50%	\$15,289,432	4.50%	\$2,854,027 (18.4% of Member)	4.50%
2018-19	\$15,977,457	4.50%	\$15,977,457	4.50%	\$2,982,459 (18.4% of Member)	4.50%
2019-20	\$16,696,443	4.50%	\$16,696,443	4.50%	\$3,116,669 (18.4% of Member)	4.50%
2020-21	\$17,447,782	4.50%	\$17,447,782	4.50%	\$3,256,919 (18.4% of Member)	4.50%
2021-22	\$18,232,933	4.50%	\$18,232,933	4.50%	\$3,403,481 (18.4% of Member)	4.50%
2022-23	\$19,053,415	4.50%	\$19,053,415	4.50%	\$3,556,637 (18.4% of Member)	4.50%
2023-24	\$19,910,818	4.50%	\$19,910,818	4.50%	\$3,716,686 (18.4% of Member)	4.50%
2024-25	\$20,806,805	4.50%	\$20,806,805	4.50%	\$3,883,937 (18.4% of Member)	4.50%
2025-26	\$21,743,111	4.50%	\$21,743,111	4.50%	\$4,058,714 (18.4% of Member)	4.50%
2026-27	\$22,721,551	4.50%	\$22,721,551	4.50%	\$4,241,356 (18.4% of Member)	4.50%
2027-28	N/A		Nothing unless ESPN in February 2025 exercises the Unilateral ESPN Nine-Year Option (§ 69)			
2028-29						
2029-30						
2030-31						
2031-32						
2032-33						
2033-34						
2034-35						
2035-36						

88. In 2016, the ACC negotiated NO guaranteed payments from ESPN of any kind for the nine-year period added in the Amended Grant of Rights—from 2027 to 2036. Like the 2012 ACC-ESPN Amendment, the 2016 ACC Tier I Agreement expires June 30, 2027.

89. For reasons never explained to FSU, the 2016 ACC Tier I Agreement gave ESPN a *unilateral* option to extend it *an additional nine years* beyond its expiration on June 30, 2027, or until 2036 (the “Unilateral ESPN Nine-Year Option”). This left the ACC unable to market its media rights for the period from 2027-2036 while getting nothing from ESPN in return.

90. The 2016 ACC Network Agreement includes no guaranteed payments (beyond the annual \$1 million production fee) to the ACC but instead provides a 50/50 net revenue share.

91. Up to approximately \$64 million (*e.g.*, for the 2026-27 contract year) is deducted from gross revenue due to the Raycom arrangement, thereby reducing the ACC revenue share by \$32 million (\$64 million x 50%). This results in approximately \$82 million of ACC media rights fees flowing to third parties.

92. The 2016 ESPN Agreements permit the addition and subtraction of members interchangeably so long as 15 remain, thereby proving there was never any ESPN Ultimatum. Otherwise, no subtraction of members would be provided for because ESPN supposedly would “own” the withdrawn member’s media rights after it left the ACC.

93. The fact that the termination of the Network Placeholder Consideration and the 2016 ACC Tier I Agreement coincide with the end of Grant of Rights (June 30, 2027) belies any purported ESPN “demand” in 2016 for an extension of that Grant of Rights until 2036.

94. The Grant of Rights provision contained in the 2016 ESPN Agreements had three conjunctive components: (a) that the Game had to have been played by a “Conference Institution;” (b) that the Game had been completed “during the Term” of the agreement; and (c) that ESPN had “the right to distribute in perpetuity” that Game.

95. Once withdrawn, a member ceases to be a “Conference Institution,” it is no longer subject to the 2016 ESPN Agreements. This explains why ESPN, in the words of the ACC, “has no right whatsoever to broadcast that game once Florida State leaves;” “ESPN doesn’t have the right to broadcast anything . . . [o]nce Florida State leaves the conference.”

96. To launch the ACC Network, ACC members “spen[t] a whopping \$110 million to \$120 million of their own money so they are prepared to produce live events and other

programming,” an amount “four times what the SEC schools spent to get ready for that conference’s network launch in 2014.” *Id.* at 1.

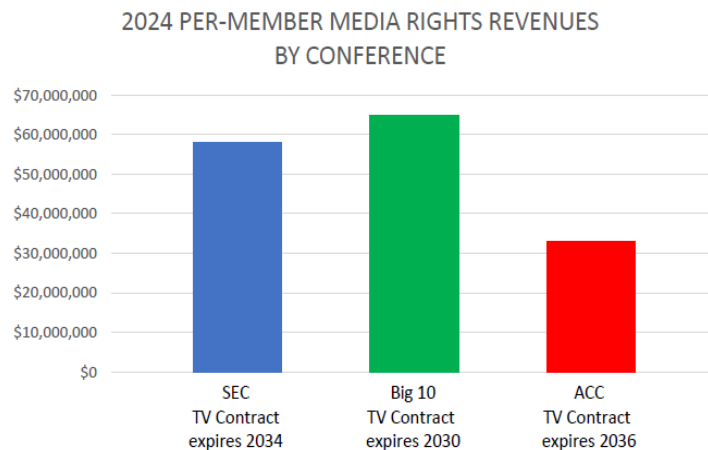
97. According to reports, “the ACC has pinned its financial future on the revenue it expects to generate from a conference branded linear network,” the ACC Network. *Id.*

98. The ACC Network launched in 2019, triggering a requirement that ESPN exercise its Unilateral ESPN Nine-Year Option by 2021. On August 14, 2021, ACC Commissioner Jim Phillips extended that option for four additional years by executing an amendment of a Material Media Rights Agreement without approval by the members of the ACC. Phillips reasoned “the added time could potentially prove beneficial if we are able to work out a different arrangement with ESPN.” The ACC has “worked out” no different arrangement.

The ACC Loses the Tier I Wars—to Everyone

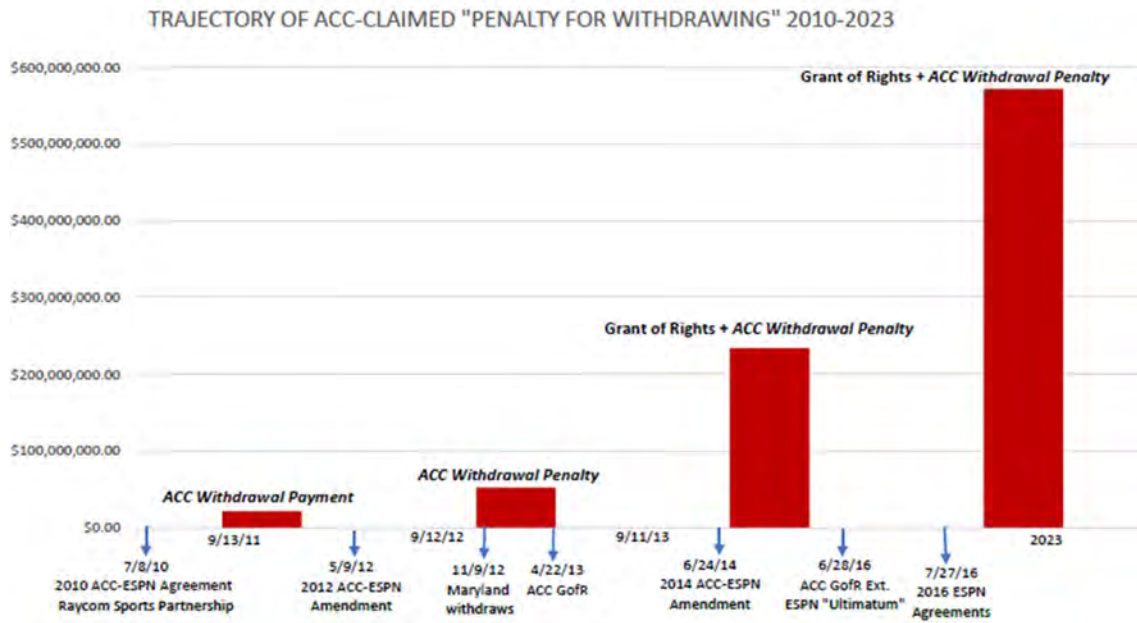
99. The ACC has fallen hopelessly behind the competition as to Tier I rates. Notwithstanding the loss of its two most valuable football media rights members, in 2023 the Big 12 negotiated a new Tier I agreement with ESPN and Fox Sports pays it members substantially more annually than ACC members.

100. In 2023, the Big Ten and SEC re-negotiated their already more lucrative 2020 Tier I Agreements. The Big Ten’s new deal expires in 2030, while the SEC expires in 2034. In sum, the ACC simply fails to stack up:



101. The *ACC Withdrawal Penalty* now amounts to \$140 million. According to the ACC in the **North Carolina Taking Case**, if FSU leaves the ACC, then FSU faces a withdrawal cost of at least \$572 million, comprised of: (i) the *ACC Withdrawal Penalty* of \$140 million; (ii) \$429 million for lost future media rights through 2036; and (iii) \$13 million for unreimbursed production costs fees (\$1M x 13 years).

TRAJECTORY OF ACC-CLAIMED "PENALTY FOR WITHDRAWING" 2010-2023		
Year	Penalty Amount	Source(s)
9/13/2011	\$21,777,642.50	ACC Withdrawal Payment
9/12/2012	\$52,266,342.00	ACC Withdrawal Penalty
9/11/2013	\$234,266,342.00	Grant of Rightgs + ACC Withdrawal Penalty
↓	↓	↓
2023	\$572,000,000.00	Grant of Rights + ACC Withdrawal Penalty



102. The ACC has never undertaken any analysis to determine whether its penalties approximate the cost of a single member withdrawal.

103. Under the ACC's logic in the **North Carolina Taking Case**, FSU has to pay it \$140 million to exercise its Constitutional right to "withdraw" in exchange for which the ACC

will then seize all FSU’s Media Rights (“intellectual property”) for the next 12 years. That is quite a payday for a nonprofit association.

104. The **ACC Severe Withdrawal Penalty** dwarfs the withdrawal fees to be paid by SEC conference members, reported to be (i) \$30 million with two years notice; (ii) \$40 million if less than two years’ notice; and (iii) \$45 million if a member is deemed to have withdrawn without notice. *Report: SEC added withdrawal fee of up to \$45 million in 2021*, January 4, 2022, D. Lyons, *Sports Illustrated*, <https://www.si.com/college/2022/01/04/sec-adds-withdrawal-fee-conference-realignment-2021>.

The ACC Mishandles the Conference Realignment

105. In 2022, the University of California, Los Angeles (“UCLA”), and the University of Southern California (“USC”) announced they were leaving the Pac-12 for the Big Ten. *USC, UCLA to leave Pac-12 in 2024: College sports begins its latest seismic shakeup*, June 23, 2022, D. Cobb, *CBS Sports* <https://www.cbssports.com/college-football/news/usc-ucla-to-leave-pac-12-for-big-ten-in-2024-college-sports-begins-its-latest-seismic-shakeup/>. USC and UCLA at the time were believed to have the most valuable Tier I football media rights in the Pac-12.

106. In 2023, the remaining Pac-12 colleges with the most valuable football media rights were acquired by other conferences. In addition to USC and UCLA, the Big Ten added the Pac-12’s two top-ranked teams, the University of Washington and the University of Oregon, and the Big 12 acquired the University of Arizona, Arizona State University, the University of Colorado, and the University of Utah.

107. That left just four Pac-12 teams, all passed over for lack of football media value, including Stanford University (“Stanford”) and the University of California, Berkeley (“Cal”).

108. The Big 12 repeatedly passed over Southern Methodist University (“SMU”), even though it added four members from SMU’s conference: “the four [colleges] we got . . . were the ones that bring the highest top-end and the most value.” *Conference realignment: Bob Bowlsby details why Big 12 passed on SMU and others, future expansion still viable*, October 21, 2021, D. Strake, *247Sports*, <https://247sports.com/article/conference-realignment-bob-bowlsby-details-why-big-12-passed-on-smu-and-others-future-expansion-still-viable-173563791/> at 1.

109. ACC management pushed to add Cal and Stanford. Cal was ranked number 60 and Stanford number 95 (out of a possible 133) in one final poll. In September 2023, over the objections of FSU and other members, the ACC added SMU, Stanford, and Cal to the ACC.

110. Here is how Stanford, SMU, and Cal compare to FSU as to football viewership:

Team	Viewership
FSU	42,940,000
Stanford	6,592,000
California	5,401,000
SMU	2,406,000

Including post-season games, the gap explodes:

Team	Viewership
FSU	60,360,000
Stanford	6,592,000
California	6,421,000
SMU	5,746,000

111. Rather than elevate its football media value, the ACC actively diminished it. As proof of the admitted trio’s lack of football media value, the new members were compelled to buy their way into the ACC.

112. *The News & Observer* described it as a “rob-Peter-to-pay-Paul Ponzi scheme that basically takes money that would have been going to Cal and Stanford and SMU and gives it to everyone one else [in the ACC is a] bill that will come due over the next 13 years, when there are

more mouths scabbling at a smaller pie.” *The ACC has a big Notre Dame problem, and it’s not the 28-game football losing streak*, September 13, 2023, L. Decock, *The News and Observer*, <https://www.newsobserver.com/sports/spt-columns-blogs/luke-decock/article278972299.html>.

FSU Tries to Work Internally Within the ACC

113. Realizing that FSU’s missions to maintain an elite top-of-the-market athletics program and a state-of-the-art sports television broadcast production facilities could not be reconciled with the increasingly uncompetitive ACC revenue streams, FSU worked behind-the-scenes to find solutions to make up the revenue gap, but with no success.

114. It became apparent to the FSU President the super majority of ACC members no longer shared FSU’s missions, and that FSU was an increasingly square peg trying to fit into a round hole. The FSU President was forced to explore all options, including withdrawal.

115. When word of the FSU Board deliberations was reported, ACC members collectively condemned FSU. North Carolina’s Director of Athletics told FSU to stop “barking like that” and just “[p]ay for the exit fee, wait for your grant of rights that you’ve given and then, in 2036, when those rights return to you, do whatever you want.” *How the rest of the ACC is reacting to Florida State’s unhappiness*, August 6, 2023, A. Adelson and D. Hale, *ESPN Enterprises, Inc.*, https://www.espn.com/college-football/story/_/id/38135996/acc-florida-state-college-football-2023-conference-realignment; *Bubba Cunningham critical of comments from Florida St. president*, August 3, 2023, A. Adelson, *ESPN Enterprises, Inc.*, https://www.espn.com/college-football/story/_/id/38129880/unc-ad-bubba-cunningham-critical-comments-florida-state-president.

116. That punitive sentiment persists. One week before an important hearing in the **North Carolina Taking Case**, the same spokesman stated: “I am not sure that \$500 (million) is going to be enough,” Cunningham said. ‘So, maybe it’s \$600 or \$700 million to get out of the

league.”” <https://www.sportskeeda.com/college-football/news-it-s-600-700-million-get-league-north-carolina-ad-bubba-cunningham-unveils-staggering-buyout-sum-fsu-s-acc-departure>.

The ACC Has No Confidentiality Arrangement or Agreement with FSU

117. Nothing within the ACC Constitution or Bylaws imposes any sort of confidentiality obligation on FSU. Neither the FSU Board nor FSU have ever been asked to sign any sort of confidentiality or non-disclosure agreement, and none exists.

118. According to the plain terms of the agreements between the ACC and ESPN, the confidentiality of the ESPN Agreements as to FSU is determined strictly under Florida law:

Each party shall maintain the confidentiality of this Agreement and its terms and any other Confidential Information, except when disclosure is: . . . (c) to each Conference Institution provided that each Conference Institution shall agree to maintain confidentiality of this Agreement, **subject to the law applicable to each such Conference Institution.**

119. The ACC, as specifically contemplated and authorized by the ESPN Agreements, has on multiple occasions willingly provided FSU and its agents with access to the ESPN Agreements at the ACC’s headquarters.

120. Under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (Florida’s Public Records Act), all the multi-media agreements and their ancillary documents are public records. *See* §§119.01(3) and 119.07, Fla. Stat.; *see also*, *NCAA v. Associated Press*, 18 So. 3d 1201, 1207 (Fla. 1st DCA 2009), *rev. den.*, 37 So. 3d 848 (Fla. 2010).

121. There is no provision in Florida law by which the FSU Board, or its attorneys, are authorized to waive the applicability of Florida’s Public Records Act. Even an express written confidentiality agreement knowingly executed by FSU’s attorneys cannot override these laws. *NCAA v. Associated Press, supra*.

The ACC Files Suit to Accomplish the North Carolina Taking

122. At 4:55 PM on December 21, 2023, the ACC initiated the **North Carolina Taking Case** against the FSU Board in North Carolina state court.

123. According to the ACC Constitution, the “initiation of any material litigation involving the Conference” by the ACC is contingent upon the ACC giving give notice of and convening a “meeting” of its Board at which meeting the ACC is required to secure the affirmative vote of an “Absolute Two-Thirds” majority (including all Directors “not present for such a vote”). ACC Constitution 1.6.2 (the “**Required Vote**”). The ACC has never obtained this **Required Vote**, nor has the ACC’s Board ever ratified the unauthorized actions of its agent last December.

124. In the **North Carolina Taking Case**, the ACC claims a North Carolina voluntary unincorporated nonprofit association “acting on its own behalf” and separate from its members, has a license to unilaterally “waive” those members’ sovereign immunity. *Id.* at ¶ 6.

125. On April 4, 2024, the Court in the **North Carolina Taking Case** issued a ruling that the State of Florida’s sovereign immunity had been waived. The Florida Attorney General has disputed that finding of a waiver of sovereign immunity in a letter of April 17, 2024 to other Attorneys General in states with public institution ACC members.

126. Chapter 86, Florida Statutes, governs declaratory judgment actions and “[i]ts purpose is to settle and to afford relief from insecurity and uncertainty with respect to rights, status, and other equitable or legal relations and is to be liberally administered and construed.” § 86.101, Fla. Stat. Declaratory relief affords any person “whose rights, status, or other equitable or legal relations” that “are affected by a statute” to determine any question of construction or validity arising under that statute, and “obtain a declaration of rights, status, or other equitable or legal relations thereunder.” § 86.021, Fla. Stat.

COUNT I

THE GRANT OF RIGHTS NEVER TRANSFERRED THE MEDIA RIGHTS FOR FSU'S HOME GAMES AFTER FSU LEAVES THE ACC

127. The FSU Board realleges and incorporates paragraphs 1-126 above.

128. The ACC contends FSU transferred to the ACC the media rights for FSU's home games after FSU withdraws from the ACC and through 2036 under the Grant of Rights. The Grant of Rights did no such thing. No more media rights than *necessary* for the ACC to fulfill the 2016 ESPN Agreements were transferred under the Grant of Rights.

129. Because, under the 2016 ESPN Agreements, ESPN "has no right whatsoever to broadcast that game once Florida State leaves," and "ESPN doesn't have the right to broadcast anything . . . [o]nce Florida State leaves the conference", the media rights to those games are not necessary for the ACC to fulfill its obligations under the 2016 ESPN Agreements.

130. A real, actual, and substantial controversy appropriate for immediate judicial determination exists between the ACC and the FSU Board.

COUNT II

THE ACC WITHDRAWAL PENALTY IS AN UNENFORCEABLE PENALTY

131. The FSU Board realleges and incorporates paragraphs 1-126 above.

132. The *ACC Withdrawal Penalty* is not designed to, and does not, approximate any cost to the ACC from a withdrawal, but rather was contrived as a punitive *in terrorem* penalty to prevent members from exercising their right to withdraw.

133. The potential damage suffered by the ACC caused by a withdrawing member is wholly disproportional to the *ACC Withdrawal Penalty*. The *ACC Withdrawal Penalty* is a penalty not enforceable under Florida law.

134. An actual controversy exists between the ACC and the FSU Board concerning whether the punitive sanctions the ACC seeks to levy are penalties.

COUNT III

THE ACC MATERIALLY BREACHED ITS CONSTITUTION AND BYLAWS

135. The FSU Board realleges and incorporates paragraphs 1-126 above.

136. At all material times, FSU complied with and performed its obligations under the ACC Constitution and Bylaws. Prior to December 22, 2023, the ACC materially breached the ACC Constitution and Bylaws with respect to FSU in at least the following ways:

- Initiating a lawsuit against the FSU Board without obtaining authority for such action as required by the Article 1.6.2;
- Amending the 2016 ACC Tier I Agreement without securing the approval of two-thirds of its Directors required under Bylaw 2.10.3;
- Extending for no consideration the Unilateral ESPN Nine-Year Option under the 2016 ACC Tier I Agreement in violation of Bylaw 2.10.1;
- Misrepresenting the scope of the media rights acquired by the ACC from FSU Rights with respect to FSU games played after withdrawal from the ACC;
- Undertaking the expansion of the ACC in violation of Bylaw 2.10.1;
- Failing to exploit FSU's media rights but rather diluting them thereby impairing the ability of FSU to remain competitive, all in violation of Bylaw 2.10.1; and
- Failing to achieve "responsible fiscal management" and achieve "further fiscal stability" of the enterprise in violation of Article 1.2.1.g.

137. Subsequent to December 22, 2023, the ACC materially breached its Constitution and Bylaws with respect to FSU in at least the following ways:

- Treating FSU as if it had withdrawn from the ACC even though it has not, in violation of Articles 1.4.5 and 1.5.1.3;
- Maintaining a lawsuit against the FSU Board without being authorized to do so as "**Required Vote**" as set forth in Article 1.6.2;

- Failing to distribute to FSU all agendas “ten (10) business days before each Regular Meeting and at least two (2) calendar days before each special meeting of the Board” in violation of Article 1.5.1.5.6;
- Failing to submit to FSU “draft minutes of each meeting of the Board and copies of all reports submitted at such meetings to be distributed . . . within thirty (30) days after the conclusion of each meeting” in violation of Article 1.5.1.5.6; and
- Casting its College Football Playoff (“CFP”) Committee vote in favor of a revenue distribution that declares the ACC an inferior athletics conference in breach of Bylaw 2.10.1 and its duty to “[f]oster quality competitive opportunities for student-athletes” to compete for “championships” in violation of Article 1.2.1.c.

138. As a consequence of these breaches, FSU has been damaged.

139. Because the ACC committed these material breaches first, FSU has been fully and completely discharged and relieved from having to perform any and all duties under the ACC Constitution and Bylaws, including any and all obligations with respect to withdrawal.

140. An actual controversy exists between the ACC and the FSU Board whether the ACC has materially breached its contractual duties to FSU.

COUNT IV

THE FSU BOARD’S SOVEREIGN IMMUNITY FOR ANY CLAIM MADE BY THE ACC IN NORTH CAROLINA

141. The FSU Board realleges and incorporates paragraphs 1-126 above.

142. The ACC contends that the FSU Board has waived its interstate sovereign immunity in North Carolina, and that Florida is subject to suit in the courts of North Carolina.

143. FSU is a public institution of higher education in Florida, and the FSU Board is a sovereign Florida entity, and, as such, they are entitled to the same sovereign immunity as the State of Florida. The FSU Board has not waived such immunity.

144. The United States Constitution does not “permit[] a State to be sued by a private party without its consent in the courts of a different state.” *Franchise Tax Bd. v. Hyatt*, 587 U.S.

230, 233 (2019). Rather, under the United States Constitution, “no state may . . . hale another into its courts without the latter’s consent.” *Id.* at 245. “This rule is not merely . . . a matter of comity”; instead, the United States Constitution “embeds interstate sovereign immunity within the constitutional design.” *Id.*

145. A state may waive its interstate sovereign immunity “only where stated ‘by the most express language or by such overwhelming implications from the text as will leave no room for any other reasonable construction.’” *Edelman v. Jordan*, 415 U.S. 651,673 (1974) (original parentheses omitted) (quoting *Murray v. Wilson Distilling Co.*, 213 U.S. 151, 171 (1909)).

146. A state’s consent to suit in its own courts is not a consent to suit in another state’s courts or the federal courts. *Fla. Dep’t of Health & Rehab. Servs. v. Fla. Nursing I Home Ass’n*, 450 U.S. 147, 150 (1981); *Smith v. Reeves*, 178 U.S. 436, 441 (1900). Florida’s specific “all courts” waiver allows suit *only* in Florida’s own courts, and does not include Florida federal courts. *See Maynard v. Board of Regents of Universities*, 342 F.3d 1281 (11th Cir. 2003).

147. A statutory statement that a state may “sue and be sued” does not constitute such consent. *Fla. Dep’t of Health & Rehab. Servs.*, 450 U.S. at 149-50. No statutory or contractual provision constitutes Florida’s or the FSU Board’s consent to suit in the courts of another State. *See id.* Further, another state’s laws cannot create a waiver of sovereign immunity by Florida or its agencies.

148. An actual controversy exists between the ACC and the FSU Board whether the State of Florida has waived its sovereign immunity in North Carolina courts.

COUNT V

THE ACC PUNISHMENTS ARE UNENFORCEABLE AS UNREASONABLE RESTRAINTS OF TRADE UNDER FLORIDA STATUTE 542.18

149. The FSU Board realleges and incorporates paragraphs 1-126 above.

150. According to section 542.18, Florida Statutes, “Every contract...in restraint of trade or commerce in this state is unlawful.”

151. The *ACC Withdrawal Penalty*, the Grant of Rights and the Amended Grant of Rights are punitive instruments that individually and collectively violate section 542.18 because they prevent FSU, all ACC members, and other Power Five Conferences from competing in the marketplace for college athletic media rights thereby adversely affecting FSU’s student-athletes, and its athletics programs in the relevant market. The punitive instruments are grossly excessive, overly broad, excessively long in duration and their anticompetitive effects vastly outweigh any alleged procompetitive benefits.

152. As the recent withdrawal of ten of the twelve members of the Pac-12 demonstrate, the market for athletic media rights and talent is competitive and open, which benefits the student-athletes and each institution.

153. The ACC’s punitive restrictions do not increase competition for the athletic media rights of FSU, its student-athletes, the other members of the ACC and the other Power Five Conferences. Instead, they suppress that competition. A relevant market negatively impacted by the ACC’s punitive instruments is athletics and athletic media rights within the Power Five conferences, including but not limited to a member’s ability to market those rights and obtain compensation based on free and open competition.

154. The ACC admits that “the termination of the Grant of Rights” was necessary to render “the University of Texas and the University of Oklahoma” as well as “UCLA and USC free to market th[eir Media] rights”. ¶¶ 113 and 115. The same is true here with respect to FSU.

155. The ACC seeks to wrongfully prohibit a member institution’s ability to explore and negotiate opportunities within the relevant market, suppress the market for those media rights, and

compromise and inhibit the trade and commerce surrounding those media rights. This prohibition stifles competition, which negatively impacts the member institution, as well as the market.

156. The *ACC Withdrawal Penalty*, the Grant of Rights and the Amended Grant of Rights as construed by the ACC in the **North Carolina Taking Case** are so disproportional to what FSU receives from the ACC that they restrain trade in the market for college athletics media rights and restrict FSU from competing on an equal footing for talent even with its home State rivals, and adversely impacts not just FSU, but all its student-athletes, coaches, staff and employees connected with its athletic programs and the other Conferences and participants in the relevant Power Five market.

157. The ACC's punitive instruments prevent full and free competition, which could limit the quality of athletics, the ability to attract and retain players, and the ability to properly fund Title IX athletic teams and athletic teams that do not normally receive media attention. These anticompetitive effects are not outweighed by the pretextual argument that the Grant of Rights and its amendment were necessary in order to secure a lucrative television rights agreement, because the ACC did not secure any such agreement.

158. The injury suffered by, or that could be suffered by, the FSU Board and FSU and the market for Power Five Conference media rights is the kind that section 542.18 was enacted to prevent and flows from what makes the ACC's actions and contract terms unlawful.

159. An actual controversy exists between the ACC and the FSU Board as to whether the *ACC Withdrawal Penalty*, the Grant of Rights, and the Amended Grant of Rights as construed by the ACC in the **North Carolina Taking Case** are unreasonable restraints of trade.

COUNT VI

THE GRANT OF RIGHTS IS UNENFORCEABLE FOR SEVERAL OTHER REASONS

160. The FSU Board realleges and incorporates paragraphs 1-126 above.

161. As construed by the ACC in the **North Carolina Taking Case**, the Grant of Rights and the Amended Grant of Rights are an unenforceable penalty.

162. The Grant of Rights and its amendment, as construed by the ACC in the **North Carolina Taking Case**, directly and materially contradict and subvert the ACC Constitution and the 2016 ESPN Agreements, both of which afford FSU the fundamental right to withdraw from the ACC.

163. Under the legal doctrine *generalia specialibus non derogant* where there is a conflict between the general and specific, the specific provisions prevail – the specific provisions of the ACC Constitution or the 2016 ESPN Agreements prevail.

164. Neither the Grant of Rights nor its amendment were ever considered, approved, or signed by the FSU Board, all of which was known to the ACC.

165. Neither the Grant of Rights nor its amendment are supported by consideration and were induced by false recitals of consideration and fact by the ACC.

166. For the period of the Amended Grant of Rights (2027-2036), the ACC failed to secure any guaranteed payments from ESPN for that period.

167. An actual controversy exists between the ACC and FSU whether the Grant of Rights and Amended Grant of Rights as construed by the ACC in the **North Carolina Taking Case** are valid and enforceable *vis-a-vis* FSU.

COUNT VII

THE ACC BREACHED ITS FIDUCIARY DUTIES TO FSU

168. The FSU Board realleges and incorporates paragraphs 1-126 above.

169. The ACC owed FSU several fiduciary duties especially with respect to securing, protecting, and exploiting the FSU athletics media rights entrusted to it. The ACC breached those duties and harmed FSU by failing to negotiate competitive media rights agreements and terms, by

diluting the value of FSU's athletics media rights. To make matters worse, the ACC then wrongfully filed the **North Carolina Taking Case** against the FSU Board on December 21, 2023, and served it in Tallahassee, Florida, in further violation of the ACC's fiduciary duties, and causing further harm.

170. At all relevant times, the ACC understood that FSU was relying upon the ACC to exploit and maximize FSU's media rights entrusted to the ACC. The ACC's breach of those fiduciary duties has harmed the athletic programs of FSU and diluted the value of its media rights.

171. An actual controversy exists between the ACC and the FSU Board concerning whether the ACC has breached its fiduciary duties to FSU.

COUNT VIII

THE ACC PUNISHMENTS VIOLATE FLORIDA PUBLIC POLICY AND ARE UNCONSCIONABLE

172. The FSU Board realleges and incorporates paragraphs 1-126 above.

173. The *ACC Withdrawal Penalty*, the Grant of Rights and its amendment as construed by the ACC in the **North Carolina Taking Case**, individually and collectively, are injurious to the interests of Florida law as well as the Florida public, contravene the interest of Florida society in maintaining economically viable and fiscally sound institutions of post-secondary learning in the Florida, and are harsh, shocking to the conscience and produce a profound sense of injustice, and thus are unconscionable in practice and in theory.

174. An actual controversy exists concerning whether the *ACC Withdrawal Penalty*, the Grant of Rights and its amendment as construed by the ACC in the **North Carolina Taking Case** violate public policy and are unconscionable.

COUNT IX

FUNDAMENTAL FAILURE OR FRUSTRATION OF CONTRACTUAL PURPOSE

175. The FSU Board realleges and incorporates paragraphs 1-126 above.

176. FSU, in joining the ACC, bargained for the announced fundamental purpose of the ACC being an “enterprise” formed and obligated to generate substantial revenues on which each member would rely each year.

177. The ACC has failed in this fundamental purpose rendering the enterprise fiscally unstable thereby producing failures or frustrations of the ACC contracts and “enterprise” purpose.

WHEREFORE, the FSU Board respectfully requests that the Court:

1. Declare the Media Rights to FSU’s home games after it leaves the ACC were never transferred to the ACC under either the Grant of Rights or the Amended Grant of Rights;
2. Declare the Article 1.4.5 “liquidated damages” payment an unenforceable penalty;
3. Declare the ACC has materially breached the ACC Constitution and Bylaws;
4. Declare FSU has been fully discharged from any duty to make the liquidated damages withdrawal payment and/or submit any official notice of withdrawal under Article 1.4.5 as a consequence of the ACC’s antecedent breaches of the ACC Constitution Bylaws;
5. Declare that should FSU be obliged to provide an “official notice of withdrawal” under Article 1.4.5, that this Court deem such notice effective no later than August 14, 2023;
6. Declare that Florida and the FSU Board are entitled to their full right to interstate sovereign immunity and have in no way waived any such right in North Carolina;
7. Declare that the Grant of Rights and Amended Grant of Rights as construed by the ACC in the **North Carolina Taking Case** are invalid and unenforceable as to FSU, including for being unenforceable penalties and restraints of trade;

8. Declare that the ACC Withdrawal Payment, the Grant of Rights, and the Amended Grant of Rights as construed by the ACC in the **North Carolina Taking Case** violate Florida public policy and are unconscionable;

9. Award costs of this action to the FSU Board; and

10. Award such further relief in favor of the FSU Board as this Court deems fit.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of May, 2024, a true and correct copy of the foregoing was served to the following:

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EXHIBIT 1



CONSTITUTION

ACC MANUAL

2023 | 2024

CONSTITUTION

1.1 NAME

The name of this association shall be the Atlantic Coast Conference, hereinafter referred to as the "Conference".

1.2 PURPOSE

1.2.1 General Purpose.

It is the purpose and function of this Conference to enrich and balance the athletic and educational experiences of student-athletes at its member institutions (collectively, the "Members"), to enhance athletic and academic integrity among its members, to provide leadership, and to do this in a spirit of fairness to all. The Conference aims to:

- a. Enhance the academic and athletic achievement of student-athletes;
- b. Increase educational opportunities for young people;
- c. Foster quality competitive opportunities for student-athletes in a broad spectrum of amateur sports and championships;
- d. Promote amateurism in intercollegiate athletics;
- e. Coordinate and foster compliance with Conference and NCAA rules;
- f. Stimulate fair play and sportsmanship;
- g. Encourage responsible fiscal management and further fiscal stability;
- h. Provide leadership and a voice in the development of public attitudes toward intercollegiate sports;
- i. Address the future needs of athletics in a spirit of cooperation and mutual benefit of the Members; and
- j. Promote mutual trust and friendly intercollegiate athletic relations between the Members.

1.2.2 Principle of Diversity, Inclusion and Equity.

The Conference and its Members are committed to diversity, inclusion, and equity among our student-athletes, staff, coaches, administrators, and leaders. The promotion of diversity, inclusion, and equity are integral to the structure, programs, legislation, and policies of the Conference and its Members.

1.3 INSTITUTIONAL CONTROL

There shall be institutional responsibility and control of intercollegiate athletics at the Member level. Each Member is responsible for conducting its intercollegiate athletics program in compliance with rules and regulations of the NCAA and the Conference. The Member's CEO (as defined below) is ultimately responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures.

The Member's responsibility for the conduct of its intercollegiate athletics program includes responsibility for the actions of its staff members and for the actions of any other individual or organization engaged in activities promoting the athletics interests of the Member.

1.4 MEMBERSHIP

1.4.1 Current Membership.

The Conference is composed of the following Members:

Boston College	North Carolina State University
Clemson University	University of Notre Dame
Duke University	University of Pittsburgh
Florida State University	Syracuse University
Georgia Institute of Technology	University of Virginia
University of Louisville	Virginia Polytechnic Institute & State University
University of Miami	Wake Forest University
University of North Carolina	

1.4.2 Required Teams.

Each member shall meet NCAA Division I Football Bowl Subdivision membership requirements regarding the minimum number of teams. Further, each Member shall have a men's and women's basketball team, a football team, and either a women's soccer team or a women's volleyball team.

1.4.3 Admission of New Members.

- a. Prior to considering admission of new Members, the Board (as defined in Section 1.5.1.1) shall consider the desirability of expansion generally and the ramifications of any potential expansion on Conference revenues, scheduling, student-athlete welfare, and the pool of prospective Members, among other issues.
- b. Prospective Members must be proposed for admission by three Directors (as defined in Section 1.5.1.2).
- c. Upon proper nomination for admission as outlined in Section 1.4.3(b), a prospective Member shall submit to the Conference office (Attention: Commissioner) an expression of interest for admission and all information the Conference has requested be included with such initial submission, including but not limited to, information regarding the institution's academic and athletic cultures, the most recent report of the accrediting agency for colleges and universities, the Equity in Athletics Disclosure Act (EADA) report, and the NCAA Committee on Institutional Performance report. The information will be distributed to the Board, and if authorized by the Board, the faculty athletics representatives, and athletics directors of all Members.
- d. Thereafter, the prospective Member shall promptly submit to the Conference such additional information as may be requested by the Conference.
- e. A favorable vote of three-fourths of the Directors is required to extend an invitation for membership to the Conference.
- f. Participation by the new Member in Conference revenues and all other terms and conditions under which the new Member will join the Conference, including the amount, payment schedule and other terms for any fee payable to the Conference by the new Member, will be determined by a three-fourths ($\frac{3}{4}$) vote of the Board at the time of admission.

1.4.4 Expulsion/Suspension/Probation of Members.

A Member may be expelled, suspended, or placed on probation by the Conference only upon the favorable vote of three-fourths of the Directors (excluding the Director appointed by the Member under consideration). To expel means a complete severance from the Conference in all sports. To suspend means a temporary severance under stated conditions from the Conference in one or more sports.

Among the reasons a Member may be expelled, suspended, or placed on probation for good cause is if it no longer participates in one or more sports which are required for membership in the Conference, if the Member is required by the NCAA to discontinue such required sport because of violations of NCAA regulations, or such Member or one or more of its sports programs becomes incompatible with the objectives of the Conference.

The effective date of any expulsion shall be June 30. In the event of expulsion, the Conference must provide the Member with the specific reasons for expulsion and a notice of expulsion on or before August 15 of the year preceding the June 30 expulsion date. The expelled Member will receive a proportionate share of the distribution made to Members with respect to the fiscal year ending on the June 30 expulsion date, unless its share has previously been reduced due to a suspension or probation, in which case it shall receive such reduced share.

In the event of suspension or probation, the Conference may enforce penalties immediately.

In any sport in which a Member is ineligible for postseason play because of violations of NCAA or Conference regulations, the Member may be suspended in that sport. If suspended, the Member shall not be eligible for the Conference championship in that sport and may be required to forfeit its share of any or all Conference revenues generated by that sport.

1.4.5 Withdrawal of Members.

To withdraw from the Conference, a Member must file an official notice of withdrawal with each of the Members and the Commissioner on or before August 15 for the withdrawal to be effective June 30 of the following year.

Upon official notice of withdrawal, the Member will be subject to a withdrawal payment, as liquidated damages, in an amount equal to three times the total operating budget of the Conference (including any contingency included therein), approved in accordance with Section 2.5.1 of the Bylaws of the Conference (the "Bylaws"), which is in effect as of the date of the official notice of withdrawal. The Conference may offset the amount of such payment against any distributions otherwise due such Member for any Conference year. Any remaining amount due shall be paid by the withdrawing Member within 30 days after the effective date of withdrawal. The withdrawing Member shall have no claim on the assets, accounts, or income of the Conference.

1.5 GOVERNANCE STRUCTURE

1.5.1 Board of Directors.

1.5.1.1 Authority. Except as otherwise provided in this Constitution, the Bylaws, or resolutions of the board of directors of the Conference (the "Board"), all of the powers of the Conference shall be exercised by or under the authority of the Board, and all of the activities and affairs of the Conference shall be managed by or under the direction, and subject to the oversight, of the Board

in accordance with this Constitution and the Bylaws. Notwithstanding anything to the contrary in the Constitution, Bylaws or such resolutions, or in the Sports Operations Code, General Policies and Procedures or otherwise in the Manual, the Board shall have the right to take any action or any vote on behalf of the Conference, and each Director shall have the right to take any action or any vote on behalf of the Member it represents, even if such right could be taken or exercised by another committee or person if the Board or such Director did not choose to exercise such right.

1.5.1.2 Composition, Terms and Vacancies. The Board shall be composed of a representative of each Member (each a “Director”), provided that each Director must be the most senior executive officer of such Member, whether such position is characterized as president, chancellor, chief executive officer or otherwise. In these capacities, these persons are occasionally referred to in this Constitution or the Bylaws as the “CEOs” of the Members they represent. The Commissioner shall also serve on the Board as an ex-officio, non-voting member and shall not be counted towards any quorum requirements. No election or appointment of any other Director shall be required or permitted. The term of each Director shall continue for so long as the Director is serving as the CEO of the Member it represents. If a vacancy occurs on the Board, other than due to the termination or withdrawal of a Member, the Member with a vacancy on the Board shall designate an individual to fill the vacancy on an interim basis until such time as a new CEO of such Member is appointed. Such interim appointee shall either be the acting or interim CEO of such Member or a person discharging a substantial portion of the duties of the CEO on an acting or interim basis. The remaining Directors shall have the authority, by majority vote, to remove from, or to refuse to recognize or seat on, the Board, any designee who fails to meet the criteria set forth in this Section 1.5.1.2.

1.5.1.3 Expelled and Withdrawing Member. The CEO of any Member that is expelled pursuant to Section 1.4.4 or withdraws from the Conference pursuant to Section 1.4.5 shall automatically cease to be a Director and such CEO and any other representative of such expelled or withdrawing Member that is then serving on any other Committee of the Conference shall automatically cease to be a member of such Committee, and shall cease to have the right to vote on any matter as of the effective date of the expulsion or withdrawal. During the period between delivery of a notice of expulsion or withdrawal and the effective date of the expulsion or withdrawal, the Board, the Executive Committee and any other Committee may withhold any information from, and exclude from any meeting (or portion thereof) and/or any vote, the Director and any other representatives of the expelled or withdrawing member, if the Board determines that (i) the relevant matter relates primarily to any period after the effective date of expulsion or withdrawal, (ii) such information is proprietary or confidential or (iii) such attendance, access to information or voting could present a conflict of interest for the expelled or withdrawing member or is otherwise not in the best interests of the Conference, as determined by the Board.

1.5.1.4 Chair and Vice Chair. The Board shall elect a chairperson of the Board (the “Chair”) and a vice chairperson of the Board (the “Vice Chair”) from among the Directors, each of whom shall serve for a term of two (2) years beginning on July 1 and ending on June 30, unless the Board determines a shorter term is appropriate. No Director shall be eligible to serve in the same position as Chair or Vice Chair for more than one (1) two (2)-year term unless a period of 6 years has passed since such Director last served in such position. For clarity, the foregoing sentence does not prevent a Director from serving one term as Chair and one term as Vice Chair within such six-year time period. In the event of any vacancy in the position of Chair or Vice Chair, any successor selected by the Board who serves out the remaining term of his or her predecessor shall remain eligible to serve an additional full two-year term unless the unexpired term filled by

such successor is 18 months or longer. The Chair shall preside at all meetings of the Board at which he or she is present, and the Vice Chair shall preside at all meetings of the Board at which the Chair is not present. The Board shall have the right to remove the Chair and/or the Vice Chair from such offices (but not the position of Director) at any time that the Board determines that such removal is in the best interests of the Conference.

1.5.1.5 Meetings of the Board.

1.5.1.5.1 Frequency; Notice and Participation. Unless the Board shall otherwise decide, the Board shall meet at least three (3) times each year, which generally shall include one meeting in the fall (the second Tuesday and Wednesday in September), one meeting during the Men's or Women's Basketball Conference Championship (alternating annually) and one meeting in May ("Regular Meetings"). The times and places of each Regular Meeting will be arranged by the Chair, who shall provide at least ninety (90) days' notice of each Regular Meeting to the Directors; provided that at the beginning of each one (1) year period beginning with the Annual Meeting (as defined below), the Chair may provide a single notice of all Regular Meetings for that year, or for a lesser period, without having to give notice of each meeting individually. Special meetings of the Board may be called at any time by the Chair, the Commissioner or at least two-thirds (2/3) of the Board. Special meetings also may be called by any three (3) Directors who serve on the Executive Committee pursuant to Section 1.5.3.1(iv) or by any three (3) Directors who do not also serve on the Executive Committee if they believe any item that is to be taken up by the Executive Committee (but has not yet been voted on by the Executive Committee) should instead be addressed by the full Board. Any special meetings shall be called upon at least three (3) days' notice (which notice shall state the purpose of the special meeting), unless notice is waived by three-fourths (3/4) of the Directors. Voting by proxy is not permitted. Any or all of the Directors may participate in and vote at any meeting of the Board by any means of communication by which all participants may simultaneously hear each other during the meeting and any Member attending by such means shall be deemed "present" for all quorum and voting purposes. Participation in a meeting by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted.

1.5.1.5.2 Waiver of Notice. Before or after the date and time stated in the notice of any meeting of the Board, any Director may waive on such Director's own behalf any required notice of that meeting or any other required process with respect to any business to be conducted at that meeting by delivering to the Conference a written waiver of such notice or process by mail or by electronic transmission, which shall be filed with the corporate records of the Conference. Any Director who attends or participates in a meeting shall be deemed to have waived any required notice or process, unless the Director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at the meeting on the ground that the meeting is not permitted to be called or convened or the required process for any business to be conducted has not been followed. Any waiver of notice or process with respect to a Board meeting shall only be effective if waived (or deemed waived) by three-fourths (3/4) of all the Directors.

1.5.1.5.3 Method of Notice. Any notice, request, consent, or other communication to any Director shall be deemed given effectively on the date delivered if given in person or by e-mail, one (1) business day after being transmitted by a nationally recognized overnight

delivery service, or five (5) business days after being sent by U.S. certified mail, return receipt requested, addressed to such Director at such Director's mail or e-mail address as it appears on the records of the Conference. Unless otherwise set forth in this Constitution or the Bylaws, any writing required or permitted hereunder may be in electronic form.

1.5.1.5.4 Action without Meeting. Any action of the Board required or permitted to be taken at any meeting of the Board may be taken without a meeting if each Director consents in writing or by electronic transmission and such writing or electronic transmission is filed with the corporate records of the Conference.

1.5.1.5.5 Annual Meetings. Unless the Board shall otherwise decide, a Regular Meeting occurring at any time between May 1 and May 31 of the calendar year shall constitute the annual meeting of the Board (the "Annual Meeting") and shall be deemed to constitute, unless the Chair shall designate otherwise, the annual meeting of the Members, which shall be held at a time and place fixed by the Chair.

1.5.1.5.6 Agenda. The agenda for each Board meeting shall be prepared by the Commissioner in consultation with the Chair and shall include all items submitted to the Commissioner by at least three (3) Directors no later than fifteen (15) business days before such meeting. The Commissioner shall be responsible for distributing the agenda to the Directors at least ten (10) business days before each Regular Meeting and at least two (2) calendar days prior to each special meeting of the Board. Except for Absolute Two-Thirds Matters (as defined below) and Absolute Three-Fourths Matters (as defined below), additional items may be added to the agenda at the meeting with the approval of the Board in accordance with Section 1.6.2. The Secretary (as defined below) shall cause draft minutes of each meeting of the Board and copies of all reports submitted at such meetings to be distributed to the Directors within thirty (30) days after the conclusion of each meeting. Any Director wishing to propose modifications to such draft minutes shall do so in a writing to the Secretary within the succeeding thirty (30) day period. The agenda for the next meeting shall include the adoption of such minutes, with such amendments as the Board may approve.

1.5.1.5.7 Attendees at Board Meetings; Executive Sessions. The Chair may invite persons other than Directors and the Commissioner to attend meetings of the Board, including, without limitation, the chairs of the Advisory Committees (as defined below), the officers of the Conference and any outside advisors or consultants to the Conference; provided that no such persons shall count toward a quorum nor be entitled to vote on any matter. The Board, at the request of the Chair or at least three (3) Directors, may meet in executive session in which one or more of such invited persons or the Commissioner may not be invited to attend. The Chair may, however, invite to such executive session internal or external counsel or any outside expert whose advice the Chair reasonably believes to be necessary or advisable to assist the Board in such executive session.

1.5.2. Officers.

1.5.2.1 Commissioner.

1.5.2.1.1 Appointment and Employment Terms. The Board shall appoint one person to serve as the chief executive officer and president of the Conference, who shall have the

title of “Commissioner” (the “Commissioner”). A vote of at least two-thirds (2/3) of the Directors shall be necessary (a) to authorize the appointment, extension of the term, or removal of the Commissioner, and (b) in connection with any appointment or extension, to determine the Commissioner’s salary, other compensation and benefits, length of term in office, and other terms and conditions of employment; provided, that by a vote of at least two-thirds (2/3) of the Directors, the Board may delegate, within such parameters as it shall establish, final authority over the negotiation or modification of one or more of such employment matters and any related employment agreement to the Executive Committee or another committee formed for such purpose. Any terms and conditions of the Commissioner’s employment (including upon a removal) shall be subject to any contractual rights the Commissioner may have.

1.5.2.1.2 Authority and Duties. The Commissioner shall have general supervision and direction of the day-to-day activities and affairs of the Conference and shall have such other authority as the Board may determine from time to time. The Commissioner shall report to, and be subject to the direction and supervision of, the Board. The Commissioner shall perform such duties as are prescribed in Sections 2.2.1 and 2.3.1 of the Bylaws and such other duties and responsibilities as may be established by the Board from time to time.

1.5.2.2 Other Officers.

1.5.2.2.1 President. The Commissioner shall also serve as the President of the Conference and will have such duties as may be established by the Board or as are generally incident to the office of President.

1.5.2.2.2 Secretary. The Board shall appoint one person (who shall not be the Commissioner) to serve as the secretary of the Conference (the “Secretary”) under the supervision of the Board and the Commissioner. The Secretary shall attend all meetings of the Board and record all votes of the Board, prepare and retain in the Conference’s records the minutes of all meetings of the Board, and perform similar duties for all Committees if requested by such Committees, it being understood that each Committee shall have the authority to appoint a Committee designee to perform any or all of such tasks. The Secretary shall give, or cause to be given, notice of all meetings of the Board, and shall have charge of the books, records and papers of the Conference and shall see that the reports, statements, and other documents required by law to be kept and filed are properly kept and filed. The Secretary shall perform such other duties as may be established by the Board or the Commissioner or as are generally incident to the office of Secretary.

1.5.2.2.3 Treasurer. The Board shall appoint one person (who shall not be the Commissioner) to serve as the treasurer of the Conference (the “Treasurer”) under the supervision of the Board and the Commissioner. Subject to any applicable policies of the Board, the Treasurer shall have custody of the Conference funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Conference, and shall keep the moneys of the Conference in one or more separate accounts to the credit of the Conference. The Treasurer shall have the authority to take all actions and to sign all agreements necessary or advisable to open and administer the Conference’s bank accounts and shall disburse the funds of the Conference as may be

ordered by the Board or the Commissioner, taking proper vouchers for such disbursements, and shall render to the Chair, the Vice Chair and the Board, at Regular Meetings, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Conference. The Treasurer shall perform such other duties as may be established by the Board or, subject to any applicable policies of the Board, the Commissioner or as are generally incident to the office of Treasurer.

1.5.2.2.4 Additional Officers. The Conference shall have such other officers (e.g., Vice President(s)) as may from time to time be appointed or elected by the Board or by the Commissioner (but only to the extent such authority has been granted to the Commissioner by the Board). Each officer shall have the authority to perform the duties set forth in this Constitution or the Bylaws or, to the extent consistent with this Constitution and the Bylaws, established by the Board, subject to any applicable policies of the Board, by the Commissioner. Except as set forth in this [Section 1.5.2](#), one person may simultaneously hold any two or more offices.

1.5.2.2.5 Appointment and Removal of Officers. Officers of the Conference (other than the Commissioner) shall be appointed by the Board at the Annual Meeting and shall continue in office from July 1 through June 30; provided, that in the event the Board shall fail to appoint a new officer to any office prior to June 30, the person holding such office shall continue to hold such office until the earlier of appointment of such person's successor or such person's removal, resignation, death, or incapacity. The Board shall have the right to remove any Officer of the Conference at any time that the Board determines that such removal is in the best interests of the Conference, subject to any contractual rights the individual may have with the Conference and, in the case of the removal of the Commissioner, the two-thirds (2/3) voting requirement under Section 1.5.2.1.1.

1.5.3. Executive Committee.

Unless otherwise determined by the Board, there shall be an executive committee (the "[Executive Committee](#)") consisting of the Chair, the Vice Chair and four (4) other Directors, who shall rotate among the Members in accordance with a rotation order determined by three-fourths (3/4) of the Board, provided that service as Chair or Vice Chair shall count as a rotation opportunity. If the election of a Chair or Vice Chair requires a change in the Executive Committee rotation, such change shall be determined by a majority of the Board. The Chair shall serve as chairperson and the Vice Chair as the vice chairperson of the Executive Committee. The Commissioner and the chairs of the AD Committee, FAR Committee and SWA Committee shall serve as ex-officio, non-voting members of the Executive Committee and shall not be counted towards any quorum requirements.

1.5.3.1 Duties. Between Board meetings, the Executive Committee shall serve as a forum for the Chair or the Commissioner to seek advice on strategic, operating, and other matters relating to the Conference. In addition, if requested by the Chair or requested by the Commissioner and approved by the Chair between Board meetings, the Executive Committee shall have the authority to take any action on behalf of the full Board that could have been taken by the affirmative vote of a simple majority of the Directors at a meeting at which a quorum is present, excluding (i) the approval of the budget, (ii) the approval of any change in the rotation order of the Executive Committee, (iii) the approval of any matter that under applicable law must be approved by the Board (and may not be delegated to a committee) and (iv) the approval of any matter that at least three Directors serving on the Executive Committee request be submitted to the full Board

(provided such request is made prior to any vote by the Executive Committee on such matter). For the avoidance of doubt, (a) except as provided in clause (iv) of the foregoing sentence, the Chair shall determine whether the Executive Committee may act on behalf of the Board between meetings or whether to call a special meeting of the Board and (b) the Executive Committee shall not have the authority to take any action that under this Constitution or the Bylaws would require the affirmative vote of more than a majority of the Directors who are present for such vote, including the Absolute Two-Thirds Matters and the Absolute Three-Fourth Matters. If an agenda for an Executive Committee meeting is prepared in advance of the meeting, the Commissioner shall, if practicable, distribute such agenda to the full Board prior to the Executive Committee meeting.

1.5.3.2 Term of Executive Committee Members. The Chair and Vice Chair shall each serve on the Executive Committee for the duration of their terms in such offices; any removal of a Director as Chair or Vice Chair also shall automatically be a removal from the Executive Committee unless the Board otherwise decides. The remaining members of the Executive Committee shall be Directors selected in accordance with the rotation described in [Section 1.5.3](#) and each shall serve a two (2) year term; provided that the Board shall have the right to create initial one-year terms for one or more members of the Executive Committee to create staggered terms and such initial one (1) year term shall not count against the aggregate two (2) year term limit described in the following sentence. Any Member whose Director has served one (1) two (2)-year term on the Executive Committee (including any Director completing a term as Chair or Vice Chair) shall not be eligible for reappointment on the Executive Committee until such Member is next in the rotation described in [Section 1.5.3](#), unless such Director has been elected Chair or Vice Chair in accordance with [Section 1.5.1.4](#).

1.5.3.3 Meetings of the Executive Committee; Executive Sessions. The Executive Committee may invite persons not on the Executive Committee to attend its meetings if such attendance is approved by the Chair (unless disapproved by a majority of the Executive Committee members), but such person shall not count toward a quorum nor be entitled to vote on any matter. The Executive Committee at the request of the Chair or at least three (3) Directors on the Executive Committee may meet in executive session in which one or more of such invited persons or the ex-officio members may not be invited to attend.

1.5.3.4 Vacancies. If a vacancy occurs in the positions of Chair or Vice Chair, the individual designated by the Board under [Section 1.5.1.4](#) to serve as his or her successor in such position shall serve on the Executive Committee for the remaining term that such person serves as Chair or Vice Chair. If a vacancy occurs in any other seat on the Executive Committee, other than due to the expulsion or withdrawal of a Member, then the individual designated by the Member to fill its vacancy on the Board in accordance with [Section 1.5.1.2](#) shall serve out the remaining term of the departing member of the Executive Committee. If a vacancy occurs on the Executive Committee (other than the Chair or Vice Chair) as a result of the expulsion or withdrawal of a Member, then such vacancy shall be filled in accordance with the rotation described in [Section 1.5.3](#) and service of the remaining term of the departing member of the Executive Committee shall not count against the aggregate two (2) year term limit.

1.5.3.5 Notice and Conduct of Meetings; Quorum and Required Vote; Action without Meeting. Meetings of the Executive Committee may be called by the Chair, the Commissioner or at three least Directors serving on the Executive Committee. Unless waived by all Directors on the Executive Committee, notice of any meeting of the Executive Committee shall be given at least

three (3) days prior to such meeting. If all members of the Executive Committee are present at a meeting and no objection is made as to notice or the absence of any other required process, no notice or other process shall be required and any business authorized under this Constitution or the Bylaws may be transacted at the meeting. Except as otherwise provided by applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all the Directors on the Executive Committee shall constitute a quorum and, if a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present and eligible to vote shall be the act of the Executive Committee. Voting by proxy is not permitted. Any or all members of the Executive Committee may participate in any meeting by any means of communication by which all participants may simultaneously hear each other during the meeting and any member attending by such means shall be deemed "present" for quorum purposes. Participation in a meeting by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted. Any action of the Executive Committee required or permitted to be taken at any meeting of the Executive Committee may be taken without a meeting if all Directors on the Executive Committee eligible to vote consent thereto in writing or by electronic transmission and such writing(s) or electronic transmission(s) are filed with the records of the proceedings of the Executive Committee.

1.5.3.6 Notice of Executive Committee Decisions. The Chair will periodically provide the full Board with notice of all Executive Committee decisions that constitute action on behalf of the Board within a reasonable period of time after such decisions have been made, but in no event later than the date of the next Regular Meeting or special meeting of the Board.

1.5.4 Committees.

1.5.4.1 Establishment of Committees. The Board may from time to time establish committees of the Board (in addition to the Executive Committee, which has been established under Section 1.5.3) ("Committees"), on a standing or ad hoc basis, including but not limited to those expressly provided for in Section 2.4 of the Bylaws. At or about the time of the Annual Meeting, the Board shall elect the Directors to serve in any positions to be open on the following July 1 on any Committee comprised entirely of Directors. With respect to any Committee that is not comprised entirely of Directors and does not by its nature have a specified number of representatives per Member (e.g., FAR Committee, SWA Committee, AD Committee, Student-Athlete Advisory Committee), (a) the Members or their representatives may nominate individuals to serve on such Committees by submitting such nomination to the Commissioner and the Chair at least six weeks prior to the Annual Meeting, (b) the Commissioner and the Chair shall recommend to the Executive Committee the individuals to serve on each Committee by proposing a slate of nominees for the positions expected to be open on such Committee on the following July 1 at least two weeks prior to the Annual Meeting, and (c) each such Committee slate shall be subject to approval as a slate by the Executive Committee at or about the time of the Annual Meeting, with appointed persons to begin serving on the immediately following July 1. Each Committee shall have such authority as the Board may determine; provided, that, except as expressly provided in the Constitution or the Bylaws or by the Board, no Committee (including any Committee described in Section 2.4 of the Bylaws) shall (i) be authorized to act on behalf of the Board, (ii) have the power to bind the Conference or (iii) have any power which is specifically required by law, this Constitution, the Bylaws or any resolution of the Board to be exercised by the full Board or the Executive Committee. Subject to the foregoing sentence, the establishment or disbanding of any Committee, other than those explicitly provided for in the Bylaws, shall not require an amendment of this Constitution or the Bylaws, and shall instead be accomplished by

a vote of the Board in accordance with [Section 1.6.2](#).

1.5.4.2 Terms and Vacancies. All Committee terms shall begin on July 1 and end on June 30. Directors serving on the Audit Committee, Finance Committee or Autonomy Committee shall serve for a two-year term and shall not be eligible to serve more than one such two-year term unless otherwise determined by a majority of the Directors. Members of Advisory Committees shall serve for so long as they remain the AD, FAR or SWA, as applicable, of the Member they represent. Persons who serve on a Committee by virtue of holding another position (e.g., Commissioner, chair of FAR Committee, etc.) shall serve on such Committee for so long as they remain in such position. All members of Committees not described in the foregoing sentences of this [Section 1.5.4.2](#) shall each serve terms of three (3) years and shall not be eligible to serve more than two consecutive three-year terms; provided, that the Board shall have the right to create initial one (1) or two (2) year terms for one or more members of each Committee to create staggered terms and such initial one (1) or two (2) year terms shall not count against the aggregate six (6) year term limit. If a vacancy occurs on any Committee comprised entirely of Directors, the Board shall appoint a Director to fill the vacancy and such individual shall serve out the remaining term of the vacating member. If a vacancy occurs on any Advisory Committee, the relevant Member may designate an individual to fill the vacancy on an interim basis until such time as a new FAR, AD or SWA (as applicable) of such Member is appointed. If a vacancy occurs on any other Committee, the Executive Committee shall appoint an individual to fill the vacancy from nominations proposed by the Chair and the Commissioner and, where applicable, such individual shall serve out the remaining term of the vacating member. Such individual shall be selected from the same group of individuals (whether Directors, athletic directors, faculty athletic representatives, senior woman administrators, student-athletes or otherwise) as the vacating member, if applicable. In the case of a Committee established during the course of the year, members may be appointed to the Committee effective upon its formation and any period of service prior to the next July 1 shall not affect their ability to serve a term of up to three (3) years beginning on July 1 and shall not count against the aggregate six (6) year term limit.

1.5.4.3 Notice and Conduct of Meetings; Quorum and Required Vote; Action without Meeting. Meetings of a Committee may be called by the Chair, the chairperson of such Committee, the Commissioner, or a majority of the voting members of such Committee. Unless waived by three-fourths (3/4) of the voting members of a Committee, notice of any meeting of such Committee shall be given at least ten (10) days prior to such meeting. If all members of a Committee are present at a meeting and no objection is made as to notice or the absence of any other required process, no notice or other process shall be required and any business authorized under this Constitution or the Bylaws may be transacted at the meeting. Except as otherwise provided by applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all the members of a Committee shall constitute a quorum and, if a quorum is present when a vote is taken, the affirmative vote of a majority of the members present and eligible to vote shall be the act of such Committee; provided that, with respect to any vote on a matter pertaining to a given sport, any Committee member who represents a Member that does not participate in such sport shall not count towards a quorum and shall not be entitled to vote on such matter. Voting by proxy is not permitted for any Committee (except as provided below by a substitute representative for Advisory Committee meetings). Any or all members of a Committee may participate in any meeting by any means of communication by which all participants may simultaneously hear each other during the meeting and any member attending by such means shall be deemed "present" for quorum and voting purposes. Advisory Committee members are expected to participate in all meetings of such Advisory Committee; however, a substitute representative of a Member may participate in and

vote at an Advisory Committee meeting if an illness or other exigent circumstance affects the ability of a Member's representative to participate. Participation in a Committee meeting (other than Advisory Committee meetings) by substitute representation is not permitted, unless determined otherwise in the specific case by the Chair, but in no event shall voting by a substitute representative be permitted (except as provided above for Advisory Committee meetings). Any action of a Committee required or permitted to be taken at any meeting of such Committee may be taken without a meeting if all members of such Committee eligible to vote consent thereto in writing or by electronic transmission and such writing(s) or electronic transmission(s) are filed with the records of the proceedings of such Committee.

1.5.4.4 Rule and Procedures. Each Committee shall keep regular minutes of its meetings and report to the Board when required or requested to do so. The Board may adopt other rules and regulations for the conduct of any Committee business or meetings not inconsistent with this Constitution or the Bylaws, and each Committee may adopt such other rules and regulations not inconsistent with applicable law, this Constitution, or the Bylaws for the conduct of its business or meetings as such Committee may deem proper.

1.6 BOARD VOTING REQUIREMENTS

1.6.1 Quorum.

Except as provided under applicable law, this Constitution or the Bylaws, two-thirds (2/3) of all Directors present at a meeting of the Board shall constitute a quorum of the Board; provided that, in the case of any matter requiring the affirmative vote of more than two-thirds (2/3) of all Directors present, a quorum shall only exist if at least that number of Directors equal to such required vote is present.

1.6.2 Required Vote.

Each Director shall be entitled to one vote each. Except as otherwise provided herein or in the Bylaws, if a quorum is present when a vote of the Directors is taken, the affirmative vote of a majority of all Directors present for such vote shall be an act of the Board.

For the avoidance of doubt, all references in this Constitution or the Bylaws to the affirmative vote of:

- a. a majority or two-thirds (2/3) of all "Directors present", shall mean a majority or two-thirds (2/3) of all the Directors who are present at a Board meeting at which a quorum exists;
- b. two-thirds (2/3) of all the Directors, shall mean two-thirds (2/3) of all the Directors of the Board, even if one or more of such Directors is not present for such vote ("Absolute Two-Thirds Matters"); and
- c. three-fourths (3/4) of all the Directors, shall mean three-fourths (3/4) of all the Directors of the Board, even if one or more of such Directors is not present for such vote ("Absolute Three-Fourths Matters").

The Absolute Two-Thirds Matters are as follows: (i) any amendment to Article 2.5 of the Bylaws (Finances), (ii) selecting or changing the location of the Conference office, (iii) entering into or amending any Material Media Rights Agreement (as defined in Section 2.3.1(q)), (iv) the appointment, extension of the term, or removal of the Commissioner or the other matters set forth in Section 1.5.2.1.1, and (v) the initiation of any material litigation involving the Conference (but not, for clarity, the settlement of any

litigation involving the Conference, which requires the affirmative vote of a majority of all Directors present for such vote).

The Absolute Three-Fourths Matters are as follows: (i) the admission of new Members to the Conference pursuant to Section 1.4.3, (ii) the expulsion, suspension, or probation of a Member pursuant to Section 1.4.4, (iii) any amendment of this Constitution, (iv) any amendment of the Bylaws (except amendments to Article 2.5), and (v) waiver of notice or other required process for a Board meeting pursuant to Section 1.5.1.5.2.

1.6.3 Constitution and Bylaws Amendments.

The initial draft of any proposed amendment to this Constitution or the Bylaws shall be submitted in writing to the Directors or their designees at least four weeks before the Board meeting at which such amendment shall be considered. Revised drafts reflecting material comments received within 14 days shall be sent to the Directors at least 10 days before the meeting; provided that motions for further amendments may be considered and adopted by the requisite vote at the meeting.

1.6.4 Waivers of Eligibility Rules.

An approved waiver of the ACC initial-eligibility rule requires an affirmative vote of two-thirds of the members of the FAR Committee present at a FAR Committee meeting and voting on the request and not less than a majority of the total members on the FAR Committee. All FAR Committee members, including the FAR representing the Member requesting the waiver, are eligible to vote. The FAR Committee may invite persons other than FARs to attend any such meetings of the FAR Committee, including any compliance expert or other advisor; provided that no such persons shall count toward a quorum nor be entitled to vote on any matter.

1.6.5 Sports Operation Code Amendments.

The Commissioner, after consultation with the ADs and SWAs, shall submit proposed amendments to the Sports Operation Code to the FAR Committee, which may adopt any such amendment by a majority vote of the FARs present and voting on the issue.

1.6.6 General Policies and Procedures Amendments.

Unless the Board decides it will vote on any such proposed amendments, the Commissioner, after consultation with the ADs and SWAs, shall submit proposed amendments to the General Policies and Procedures to the FAR Committee, which may adopt any such amendment by a majority vote of the FARs present and voting on the issue.

1.6.7 Effective Date of Amendments.

All amendments to the ACC Manual shall become effective July 1 following adoption unless otherwise noted in the proposed amendment or the resolution(s) adopting the proposed amendment.



BYLAWS

ACC MANUAL

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BYLAWS

2.1 SPORTSMANSHIP PRINCIPLE

It shall be the responsibility of each Member to ensure that all individuals associated with the athletics program of that Member conduct themselves in a sportsmanlike manner when representing their university. For purposes of this Article 2.1, an individual associated with the athletics program includes, but is not limited to, coaches, administrators, student-athletes, team attendants, band members, cheerleaders, and mascots. Coaches and administrators have the responsibility to set the tone for responsible behavior on the part of their teams and followers. It is an infraction of the rules for an individual associated with the Member's athletics program to conduct themselves in an unsportsmanlike manner.

Unsportsmanlike conduct, when demonstrated by any individual associated with the athletics program, will not be tolerated, and may subject the Member and/or individual to disciplinary action. The duties with regard to sportsmanship of Members, any individual associated with the Member's athletics program, and the Commissioner are elaborated below.

2.1.1 Duties of Members.

Each Member is responsible for the actions of any individual associated with its athletics program and other individuals over whom it has authority and may be held accountable for their actions. Every reasonable effort shall be made by competing Members to emphasize the importance of good sportsmanship at all athletics events. When an action violates the sportsmanship principle, the Member is encouraged to take any action it deems appropriate to demonstrate this emphasis.

Further, in the event crowd control procedures must be initiated, this responsibility rests with each host Member, or with the tournament or meet director at off-campus championship events. The athletics directors or their designated representatives shall be available at the site of the competition to assist in controlling the crowd. Only participants, coaches, officials, and authorized personnel shall be allowed in the competition area before, during and at the conclusion of competition.

2.1.2 Duties of the Commissioner.

Whenever the Commissioner believes after a reasonable investigation that there has been a violation of the sportsmanship principle, the following shall apply:

2.1.2.1 Process. The Commissioner will provide the Member with the time and opportunity that the Commissioner considers reasonable to take action and may adopt that action as Conference action if he or she deems appropriate. A Member or individual at risk of penalty will be provided an opportunity, which may be waived, to offer its position on whether the conduct occurred as alleged. After considering all information the Commissioner deems necessary, he or she shall determine whether a penalty should be imposed and what penalty is appropriate. In the event the individual or the Member believes the Commissioner's penalty is inappropriate or excessive in nature, an appeal may be initiated with the Executive Committee by filing a notice with the Chair. The appeal must be filed within 48 hours of receipt of notification of the penalty imposed by the Commissioner.

2.1.2.2 Considerations. In deciding whether to assess a penalty for a violation of the sportsmanship principle, the factors to be considered by the Commissioner include, but are not

limited to, the following:

- a. The general nature or severity of and the circumstances surrounding the act;
- b. Any injury or damage that is a direct result of the act;
- c. The manner in which the rules of the game, if any, address the act and whether those rules were appropriately applied by those with authority (e.g., officials);
- d. The response and any action taken by the involved Member; and
- e. Any prior acts by the involved Member or individual that were subject to this process.

2.1.2.3 Penalties. After investigating the alleged act, concluding that the act is a violation of the sportsmanship principle, and considering the factors in [Section 2.1.2.2](#) above, the Commissioner may assess against the involved Member and/or individual any, or all, of the penalties below. The Commissioner may also determine that no additional Conference action is necessary.

- a. Reprimand (public or private);
- b. At the discretion of the Commissioner, fines can be issued to the Member and/or individual up to \$25,000 per occurrence, with such fines being put into the Weaver-James-Corrigan-Swofford Postgraduate Scholarship account; and
- c. Suspension from contests.
 - 1) Carrying Penalty Over to Next Season. Whenever a penalty or suspension is imposed, such penalty may be carried over into the next season of competition at the discretion of the Commissioner.
 - 2) Definition of Suspension. As used in this regulation, “suspension” in the case of a player, means that the player cannot participate in the designated number of contests but may practice; in the case of a coach, “suspension” means that the coach cannot be present in the playing area for the designated number of contests but may conduct practice sessions; in the case of a band member, cheerleader or mascot, “suspension” means that the individual cannot be present in the playing area for the designated number of contests.

2.1.3 Punishable Acts of the Sportsmanship Principle.

2.1.3.1 Punishable Acts. Acts violating the sportsmanship principle shall include, but not be limited to, the following and the acts prohibited under [2.1.3.2](#) and may subject violators to the process in [Section 2.1.2](#):

- a. Any person who physically or verbally abuses an official, opposing coach, student-athlete, or spectator;
- b. Any person who intentionally incites participants or spectators to violent or abusive (physical or verbal) action;
- c. Any person who makes obscene gestures;
- d. Any person who publicly criticizes any contest official, Conference personnel, Member or Member personnel;
- e. Any person who engages in negative recruiting by making statements which are unduly derogatory of another institution or its personnel to a prospective student-athlete, parents, high school coach, or other person associated with the prospective student-athlete;
- f. Any person who enters the competition area for an unsportsmanlike purpose;
- g. Any other act of unsportsmanlike conduct not specifically prescribed.

2.1.3.2 Public Criticism of Officials. Public criticism of officials or public comments evaluating the officiating of particular contests is not in the best interest of intercollegiate athletics.

Individuals associated with the athletics program are prohibited, therefore, from commenting while acting in an official capacity on officiating other than directly to the Conference office. Head coaches are responsible for the comments of assistant coaches and other athletics staff members associated with their teams.

2.1.4 Distribution of Policy.

A copy of this Article 2.1 (Sportsmanship Principle) is to be given by the athletics director at each Member to each head coach, assistant coach, band director, and cheerleading and mascot coordinator at the beginning of each academic year. A copy shall also be given to each student-athlete, band member, cheerleader and mascot at the squad meeting held at the beginning of each year. Acceptance of this document, pursuant to NCAA rules governing the student-athlete statement, will constitute agreement to conform to its requirements.

2.1.5 Annual Review.

Any case for which the Commissioner has activated the process outlined in Section 2.1.2.1 will be reviewed annually by the Infractions and Sportsmanship Review Committee, regardless of whether any penalties were assessed. The purpose of the review is to provide each Member with information on the treatment of possible violations of the sportsmanship principle so the Members may use it when considering possible institutional actions in the future.

2.2 NCAA REGULATIONS

The Conference and each of its Members shall be members of Division I Football Bowl Subdivision of the NCAA. All Members are bound by NCAA rules and regulations, unless Conference rules are more restrictive, in which case, the Members shall be bound by the more restrictive Conference rule(s).

2.3 OFFICE OF THE COMMISSIONER

2.3.1 Duties of the Commissioner.

The Commissioner's duties shall include the following, subject to the direction and authority of the Board:

- a. Chief Executive Officer and President. Serve as the chief executive officer and president of the Conference in accordance with the Constitution and these Bylaws.
- b. Conference Rules and Regulations. Interpret and enforce all rules and regulations of the Conference and of the NCAA. This responsibility includes, but is not necessarily limited to, broad discretionary powers to supervise investigations, hold hearings and impose temporary or permanent measures against Members, personnel, and student-athletes for conduct judged to be in violation of the spirit as well as the letter of the Constitution and these Bylaws. The above shall be carried out under procedures as set forth in these Bylaws or any resolution of the Board.
- c. Equity. Implement and advocate the principle of diversity, inclusion, and equity.
- d. Committee Membership. Serve as an ex-officio, non-voting member of the Advisory Committees, the Board, the Executive Committee, and all other Committees, unless otherwise determined by the Board or specified in the Constitution or these Bylaws.
- e. Meetings. Issue the call for regular and special meetings of the Board, the Executive Committee, the Advisory Committees, and any other Committee unless that authority has been delegated to a different person by the Board or the Commissioner (including, for example, a Committee chair). Make arrangements for the meetings of these groups, and for such meetings of the coaches or other employees of the athletics administration as may be authorized by the athletics directors, and be responsible for the distribution of all minutes setting forth actions by any of these groups,

unless that authority has been delegated to a different person by the Board or the Commissioner (including, for example, a Committee chair).

- f. Constitution and Bylaws. Reprint the Constitution and these Bylaws from time to time as may be necessary and distribute copies as appropriate to each Member's CEO (as defined in the Constitution), faculty athletics representative, athletics director, and senior woman administrator.
- g. Athletics Problems. Study athletics problems of the Conference, offer advice and assistance in their solution, and encourage and promote friendly relations among the Members, student-athletes, and alumni.
- h. Officiating. Assign football and basketball officials for all games between Members. Assignments also may be made for non-Conference football and basketball games and for other sports when requested. The Commissioner is authorized to expend funds from his budget for the improvement of officiating.
- i. Awards and Trophies. Purchase awards and trophies presented by the Conference.
- j. Publicity. Conduct, through the print and electronic media, periodicals, various meetings, and the general service of the Conference office, a continuing educational program to promote the development of better sportsmanship, respect for the amateur spirit, and understanding of the values of competitive athletics, and exert all reasonable effort to acquaint the public with the ethics and high ideals which motivate the Conference in its conduct of intercollegiate athletics.
- k. Income Producing Projects. Initiate and formulate, for the Conference, income producing projects.
- l. School Visits. Visit each Member at least once each year to inquire into and observe the operation of its intercollegiate athletics program.
- m. Assistance to Non-Members. Stand ready to render reasonable assistance to non-Members when solicited that would not materially interfere with the performance of the Commissioner's duties for the Conference.
- n. Conference Employees. Select and engage assistants and employees to assist in carrying out the activities described herein within the limits of the approved budget; to choose titles for Conference employees (provided that any officers of the Conference shall be selected by the Board in accordance with Section 1.5.2.2 unless such authority has been granted by the Board to the Commissioner); and, if applicable, to fix their compensation within the limits of the approved budgets. For clarity, the Board may choose to fix the specific compensation (or range of compensation) for one or more Conference employees in the approved budget.
- o. Execute Contracts. Execute contracts approved by the Board or in the ordinary course of Conference business.
- p. Conference Budget. Present a budget for consideration to the Finance Committee in accordance with Section 2.5.1.
- q. Media Rights. Negotiate Media Rights agreements on behalf of the Conference, provided that all Material Media Rights Agreements shall be subject to approval by the Board under Section 2.10.3 and all other Media Rights agreements shall be subject to approval by the Executive Committee. "Material Media Rights Agreements" shall include any Media Rights agreement (i) that provides for an average annual value equal to or greater than 5% of the Conference's aggregate gross revenues during the most recently completed fiscal year or (ii) that otherwise is deemed material by the Chair or the Commissioner or that must be approved by the Board pursuant to any Media Rights policy or resolution adopted by the Board.
- r. Other Duties. Perform such other duties as the Board may direct from time to time or as required in the Constitution, these Bylaws, or any resolutions of the Board.

2.3.2 Office of the Commissioner.

The Office of the Commissioner shall be at the Conference office and shall be located at a place

designated by the Board in accordance with [Section 1.6.2](#).

2.4 COMMITTEES

2.4.1 Advisory Committees.

The Board has established the following advisory committees (collectively, the “[Advisory Committees](#)”):

2.4.1.1 FAR Committee. The FAR Committee shall consist of one representative from each Member who is a regular full-time member of the faculty or an administrative officer of such Member at the time of his or her appointment and shall be appointed by the CEO of such Member (each, a “[faculty athletics representative](#)” or an “[FAR](#)”). The purpose of the FAR Committee shall be to (i) advise the Board on matters concerning student welfare, academic integrity, and the impact of athletics on academics, and (ii) perform any other duties or obligations as may be delegated or assigned to the FAR Committee by the Board from time to time, including making the decisions described in [Section 1.6.4](#) of the Constitution and approving the amendments described in [Sections 1.6.5](#) and [1.6.6](#) of the Constitution. In accordance with [Sections 1.5.4.1](#) and [Section 1.5.4.2](#) of the Constitution and this [Section 2.4](#), the Executive Committee and the Board may from time to time appoint one or more faculty athletics representatives to serve on one or more Committees.

2.4.1.2 AD Committee. The AD Committee shall consist of the athletic directors of each Member (each, an “[athletic director](#)” or an “[AD](#)”). The purpose of the AD Committee shall be to (i) advise the Board on matters concerning football, men’s basketball, women’s basketball, and Conference media rights, (ii) assist the Commissioner to prepare a proposed budget in accordance with [Section 2.5.1.1](#) and (iii) perform any other duties or obligations as may be delegated or assigned to the ADs by the Board from time to time. In accordance with [Section 1.5.4.1](#) and [Section 1.5.4.2](#) of the Constitution and this [Section 2.4](#), the Executive Committee and the Board may from time to time appoint one or more athletic directors to serve on one or more Committees.

2.4.1.3 SWA Committee. The SWA Committee shall consist of the highest ranking female intercollegiate athletics administrator (or the next highest-ranking female athletics administrator if the athletics director is female) (each, a “[senior woman administrator](#)” or an “[SWA](#)”) of each Member. The purpose of the SWA Committee shall be to (i) advise the Board on matters concerning sports other than football, men’s basketball, and women’s basketball and (ii) perform any other duties or obligations as may be delegated or assigned to the SWAs by the Board from time to time. In accordance with [Section 1.5.4.1](#) and [Section 1.5.4.2](#) of the Constitution and this [Section 2.4](#), the Executive Committee and the Board may from time to time appoint one or more senior woman administrators to serve on one or more Committees.

2.4.1.4 Chair of Each Advisory Committee. At the Annual Meeting, the Board shall appoint a chairperson of each Advisory Committee from nominations made by the Chair and the Commissioner, provided that no chairperson of an Advisory Committee shall represent the same Member as any other such chairperson or any member of the Executive Committee. Each chairperson shall serve for a term of one (1) year beginning on July 1 and ending on June 30.

2.4.1.5 Advisory Committee Meetings. Unless otherwise determined by the Board:

2.4.1.5.1 Regular Meetings. Each Advisory Committee shall meet three times each year

in October, January/February, and May. Each Advisory Committee shall meet separately before convening in a joint business session. During such a joint session, the faculty athletics representative shall be the voting delegate for each Member. If the faculty athletics representative is not present, the institution's vote may be cast by the athletics director or senior woman administrator present at the meeting.

2.4.1.5.2 Fall Meetings. This regular annual meeting of the FARs, ADs, SWAs, and up to five student-athletes (autonomy student-athlete representatives, the SAAC (as defined below) chair and the SAAC vice-chair) shall be held in October.

2.4.1.5.3 December Meeting. The FAR Committee shall meet in December at the site of the ACC Football Championship Game.

2.4.1.5.4 Winter Meetings. Annually, the Advisory Committees shall meet separately and jointly in January or February at a location designated by the Board.

2.4.1.5.5 Spring Meetings. This regular annual Conference business meeting of the FARs, ADs, SWAs, and up to five student-athletes (autonomy student-athlete representatives, the SAAC chair, and the SAAC vice-chair) shall be held in May at a location designated by the Board.

2.4.1.6 The Board may request that one or more Advisory Committees perform duties or make recommendations acting as separate Advisory Committees or jointly, as determined by the Board.

2.4.2 Standing Committees.

The Board has established the standing committees set forth in [Section 2.4.2.4](#) (collectively, the "Standing Committees"). See [Appendix 2-2](#) for current membership of the Standing Committees. At any time, the Board may constitute new Standing Committees, dissolve existing Standing Committees, or change the mission, scope of authority or composition of any Standing Committee (or subcommittee thereof).

2.4.2.1 Standing Committee Reporting. Each Standing Committee shall report to the Board (or if designated by the Board, the Executive Committee). The Board shall also have the right to delegate oversight of any Standing Committee to the Commissioner or other designated Conference stakeholders (e.g., athletics directors, faculty athletics representatives or senior woman administrators). No Standing Committee shall be authorized to act on behalf of the Board unless the Board expressly delegates such authority to such Standing Committee.

2.4.2.2 Standing Committee Composition, Terms and Vacancies. All members of Standing Committees shall be appointed (and may be removed) in accordance with [Section 1.5.4](#) of the Constitution. Unless otherwise determined by the Board, the Commissioner shall be an ex-officio, non-voting member of all Standing Committees. The term that each Standing Committee member shall serve shall be as set forth in [Section 1.5.4.2](#) of the Constitution; provided that the term of any student-athlete appointed to serve on a Standing Committee shall be one (1) year, beginning on July 1 and ending on June 30. Vacancies on any Standing Committee shall be filled as set forth in [Section 1.5.4.2](#) of the Constitution.

2.4.2.3 Standing Committee Meetings. All Standing Committees will meet via telephone conference call or in-person at least one time each academic year.

2.4.2.4 Mission and Composition of Standing Committees.

2.4.2.4.1 Audit Committee.

- a. Mission: The Audit Committee shall recommend to the Board for approval the external audit firm to be employed by the Conference and meet annually with this firm to review the Conference audit and financial statements for the previous fiscal year, revise the Conference's internal controls with the auditors, and undertake such other actions as are customarily taken by Audit Committees. The committee makes recommendations, if needed, following this review to the Conference staff.
- b. Composition: Three (3) Directors who are not on the Finance Committee or the Executive Committee.

2.4.2.4.2 Autonomy Committee.

- a. Mission: The Autonomy Committee shall discuss priorities and concepts for autonomy legislation and report to the Board.
- b. Composition: Eighteen voting members consisting of one representative per Member and the three autonomy student-athlete voting representatives. There shall be no fewer than three Directors, three faculty athletics representatives, three athletics directors, and three senior woman administrators. Each Member will have one vote and each student-athlete will have one vote.
- c. Subcommittees: Autonomy Committee subcommittees shall be created on an ad hoc basis based on expertise needed for the committee's priorities and topics.

2.4.2.4.3 Finance Committee.

- a. Mission: The Finance Committee shall (i) collaborate with the Conference staff in the preparation of the annual ACC operating budget, (ii) make recommendations to the Board on investment of Conference assets, (iii) develop the Conference investment policy and review the performance of any investment managers employed to invest Conference assets, (iv) serve as the compensation committee for employees of the Conference other than the Commissioner (whose terms and conditions of employment shall be subject to Section 1.5.2.1), and (v) generally review topics associated with Conference revenues and expenditures. The Committee will recommend the proposed Conference operating budget for the upcoming fiscal year to the Board for approval at the Annual Meeting.
- b. Composition: Three (3) Directors who are not on the Audit Committee as voting members. The Treasurer shall serve as a non-voting, ex-officio member.

2.4.2.4.4 Infractions and Sportsmanship Review Committee.

- a. Mission: The Infractions and Sportsmanship Review Committee shall annually review all ACC and NCAA violations reported by Members. The committee does not investigate a case or provide additional penalties, but, rather, uses the information to identify trends and/or areas to focus rules education. The committee shall also review an annual report of all investigations and penalties under the sportsmanship principle.
- b. Composition: Fifteen voting members (one from each Member) consisting of faculty athletics representatives, athletics directors, and senior woman administrators.

2.4.2.4.5 Legislation Committee.

- a. Mission: The Legislation Committee shall provide leadership on the Conference's activities in the NCAA Council legislative cycle, including the sponsorship of proposals and development of feedback on proposals sponsored by another source. To the extent requested by the Board, the Legislation Committee shall provide input on proposed changes to the ACC Manual, including ensuring the Manual is accurately and clearly written.
- b. Composition: Nine voting members, including at least one faculty athletics representative, one athletics director, one senior woman administrator, and one student-athlete.

2.4.2.4.6 Media Committee.

- a. Mission: The Media Committee monitors and evaluates the Conference's relationships with its various television and digital media partners and offers feedback and recommendations to the Board for continual improvement.
- b. Composition: Fifteen voting members consisting of the AD from each Member. The chair of the FAR Committee and one SWA shall serve as ex-officio members.

2.4.2.4.7 Nominating Committee.

- a. Mission: The Nominating Committee shall nominate individuals from the Members to serve on select NCAA committees or governance groups. In making such nominations, the committee shall adhere to any diversity, inclusion and equity principles adopted by the Conference.
- b. Composition: Seven voting members, five of whom shall be the Commissioner, the athletics director at the immediate past Chair's institution, the senior woman administrator at the current Chair's institution and two FARs. The Deputy Commissioner – Chief of Internal Affairs (or if nobody holds such title, the Secretary) or such person's designee (if any) is an ex-officio, non-voting member.

2.4.2.4.8 Student-Athlete Advisory Committee ("SAAC").

- a. Mission: The Student-Athlete Advisory Committee, which represents diverse views and backgrounds of student-athletes, was established to serve as a medium of communication through which student-athletes, Conference administrators, Member representatives, NCAA representatives, and coaches discuss and take action on issues relating to rules and regulations, student-athlete welfare, and community service.
- b. Composition: Sixty student-athletes (four from each Member) as voting members. One faculty athletics representative and one senior woman administrator shall serve as ex-officio members.

2.4.3 Sports Committees.

The Board has established standing sports committees for each of the sports in which the Members participate (collectively, the "Sports Committees"). At any time, the Board may constitute new Sports Committees, dissolve or combine existing Sports Committees, or change the mission, scope of authority or composition of any Sports Committee (or sub-committee thereof).

2.4.3.1 Sports Committee Reporting and Function. Each Sports Committee shall report to the Board (or if designated by the Board, the Executive Committee). The Board shall also have the right to delegate oversight of any Sports Committee to the Commissioner or other designated

Conference stakeholders (e.g., athletics directors, faculty athletics representatives or senior woman administrators). Each Sports Committee shall also submit an annual report to the Board at least ten (10) days prior to the Annual Meeting. See [Appendix 2-3](#) for current membership of these committees.

2.4.3.2 Sports Committee Composition. Members of the Sports Committees shall be appointed pursuant to [Section 1.5.4](#) of the Constitution. It is contemplated that (a) the Football and Men’s Basketball Sports Committees shall be composed of the athletics director from each Member with one designated as chairperson by the Board, (b) the Women’s Basketball Sports Committee shall be composed of an athletics director or an assistant/associate athletics director of each Member with an athletics director of a Member designated as chairperson by the Board, (c) the president of the respective conference coaches’ association shall serve as an ex-officio member of the Football, Men’s Basketball and Women’s Basketball Sports Committees along with faculty athletics representatives appointed by the Board, and (d) with respect to each Sports Committee other than Football, Men’s Basketball and Women’s Basketball, such Sports Committees (i) will include the head coach of the applicable sport from each Member, (ii) an athletics director or associate/assistant athletics director of a Member shall be designated by the Board as chairperson of such Sports Committee, and (iii) a vice chairperson of such Sports Committee shall be designated by the Board; provided that if an SWA is not appointed as chair or vice-chair of such Sports Committee by the Board, the Board may appoint an SWA as an ex-officio member. One diving coach shall be appointed as an ex-officio non-voting member of the Men’s and Women’s Swimming & Diving Committee. Unless otherwise determined by the Board, the Commissioner shall be an ex-officio non-voting member of all Sports Committees.

2.4.3.3 Sports Committee Terms and Vacancies. The terms that each Sports Committee member shall serve shall be as set forth in [Section 1.5.4.2](#) of the Constitution. Vacancies on any Sports Committee shall be filled as set forth in [Section 1.5.4.2](#) of the Constitution.

2.4.3.4 Sports Committee Meetings. Unless otherwise provided in the Sports Operation Code, each Sports Committee (and head coaches group in the case of men’s and women’s basketball and football) shall meet at least once per year at a location determined by the Conference or by telephone or videoconference, depending on the nature of the business. (See Section 4.9.1 for attendance requirement.)

2.4.3.5 Committee Chair Responsibilities. Unless otherwise determined by the Board, the responsibilities for each chairperson of any Sports Committee shall include the following:

- a. Be present at all committee meetings or participate on all committee conference calls.
- b. Preside over and conduct all committee meetings with the Conference liaison.
- c. Facilitate and mediate discussion arising from agenda items.
- d. Be present at the championship site for the pre-championship meeting and throughout the duration of the championship.
- e. Serve as chair of the Protest Committee.
- f. Address committee issues during the senior woman administrator meetings or with your respective senior woman administrator to be discussed at the annual senior woman administrator’s meeting.
- g. Assist with selecting a vice-chair when necessary.
- h. Assist the Conference liaison with various logistical, operational, and administrative issues that may arise at the championship.

- i. Provide the committee with Conference and/or national perspective.

2.4.3.6 Committee Vice-Chair Responsibilities. Unless otherwise determined by the Board, the responsibilities for each vice chairperson of any Sports Committee shall include the following:

- a. Be present at all committee meetings or participate on all committee conference calls.
- b. Assist with the conduct of all committee meetings and preside over in the absence of the committee chair.
- c. Assist with mediating discussion arising from agenda items.
- d. Be present at the championship site for the pre-championship meeting and throughout the duration of the championship.
- e. Serve as vice-chair of the Protest Committee, if applicable.
- f. Assist the Conference liaison with various logistical, operational, and administrative issues that may arise at the championship.

2.4.3.7 Committee Senior Woman Administrator Ex-Officio Member Responsibilities. Unless otherwise determined by the Board, the responsibilities for each senior woman administrator ex-officio member of any Sports Committee shall include the following:

- a. Be present at all committee meetings or participate on all committee conference calls, if possible.
- b. Assist with the conduct of all committee meetings and preside over in the absence of the committee chair.
- c. Assist with mediating discussion arising from agenda items.
- d. Be present at the championship site for the pre-championship meeting and throughout the duration of the championship.
- e. Serve as vice-chair of the Protest Committee, if applicable.
- f. Assist the Conference liaison with various logistical, operational, and administrative issues that may arise at the championship.
- g. Assist the Conference liaison with presentation of recommendations of the sport committee to the Senior Woman Administrators.

2.5 FINANCES

2.5.1 Conference Budget.

2.5.1.1 Budget Preparation and Review. The Commissioner shall, with the assistance of the Conference staff and in consultation with the AD Committee, prepare the proposed annual operating budget for each fiscal year of the Conference. The Commissioner shall submit a draft operating budget to the Finance Committee for consideration and review on or before the March 15th immediately prior to the Annual Meeting. The Finance Committee shall review the proposed budget and, after making any changes to such budget that it deems necessary, shall submit the proposed budget to the Board for approval on or before the April 1st immediately prior to the Annual Meeting.

2.5.1.2 Board Approval. At the Annual Meeting, the Board shall consider and approve a Conference operating budget for the following fiscal year, which need not be in the form submitted by the Finance Committee. No change may be made to the approved budget without

Board approval.

2.5.1.3 Reporting. With the assistance of the Conference staff, the Commissioner shall periodically provide the Finance Committee with reports comparing the budgeted and actual expenditures and revenues for the current fiscal year.

2.5.2 Distribution of General Revenue.

The Conference shall distribute its net revenue, including but not limited to revenue from television receipts, Conference championships, participation in preseason or postseason competition, and interest from Conference funds on deposit, according to the provisions set forth in this [Article 2.5](#).

Before distributing any net revenue to the Members, the Conference shall deduct such reserves as may be determined by the Board from time to time in accordance with [Section 2.5.3](#). Unless otherwise specified in these Bylaws (including in [Section 2.12](#)) or any agreement to which the Conference is a party, after deducting such reserves, the remainder of the Conference net revenue shall be divided equally among the Members and distributed in one or more installments and in equal shares to each Member by June 1, or the first business day following June 1 or such other date as determined by the Board, in accordance with the distribution plan approved annually by the Board.

If the Board determines at any time that the Conference does not have sufficient funds to pay its costs, expenses, and liabilities, then the Board shall have the authority to make assessments on the Members on a pro rata basis sufficient to pay such costs, expenses, and liabilities, and each Member shall be required to pay its pro rata assessment.

2.5.3 Conference Reserves.

The Board of Directors may establish such reserves at it may determine appropriate from time to time and may fund such reserves from Conference revenues and assets and establish the form of such reserves (which may be in the form of reserve accounts or other assets) in the manner that the Board of Directors determines to be appropriate. Unless the budget approved by the Board authorizes the use of a specified amount of such reserve funds, any use of such reserve funds shall require Board approval.

2.5.4 Employee Insurance.

Without limiting [Section 2.11.4.6](#), the Conference shall be insured against dishonesty and theft by the Commissioner and any Conference employee, and the cost of the insurance shall be paid from Conference funds.

2.5.5 Distribution of NCAA Funds.

All funds distributed by the NCAA from the Grant-In-Aid, Sports Sponsorship, Academic Enhancement, and Academic Performance Funds will be received by the Conference and divided equally among the Members. Funds distributed by the NCAA from the Student Assistance Fund (Special Assistance Fund and Student-Athlete Opportunity Fund) will be received by the Conference and distributed to each Member based on the qualified amount.

2.5.6 Distribution of Revenue from the NCAA Men's Basketball Championship.

All receipts from the NCAA Equal Conference Fund and Basketball Performance Fund will be divided equally among the Members after allowance payments to the participating men's and women's teams ([Sections 3.3.3](#) and [3.4.3](#)) and expenses.

2.5.7 Distribution of Revenue from the National Invitational Tournaments.

All receipts from participation in the preseason or the postseason National Invitational Tournaments will be distributed to the respective participating Member.

2.5.8 Distribution of Revenue from Postseason Football Games.

All receipts from bowl revenue will be divided equally among the Members after payment of bowl expenses, bowl allowances, and ticket obligations are subtracted from the total bowl revenue (Section 3.8.5).

2.5.9 Payment of Expenses.

The Conference may adopt an expense reimbursement policy approved by the Board that, among other things, may govern the Conference's reimbursement of expenses related to attendance at Committee meetings.

2.6 RULES OF ELIGIBILITY APPLICABLE TO ALL SPORTS**2.6.1 Conference Initial-Eligibility Rule.**

A nonqualifier whose first full-time collegiate enrollment occurs at a Member shall not be eligible for competition, practice, or athletically related financial aid at any Member. On an annual basis, a Member may permit a maximum of four nonqualifiers (two in men's sports and two in women's sports with no more than one in any single sport) who have been granted a partial waiver by the NCAA Initial-Eligibility Waivers Committee permitting them to receive athletic aid and/or practice per NCAA rules and whose first full-time collegiate enrollment occurs at a Member.

2.6.1.1 Male Practice Player Exception. Male practice players are exempt from the conference initial-eligibility rule provided the student meets NCAA eligibility requirements.

2.6.1.2 Waivers. Upon written application and good cause shown, the FAR Committee shall have the authority to grant exceptions to this rule based on objective evidence that demonstrates circumstances which warrant the waiver of the normal application of this rule (e.g., the student's overall academic record, whether the student was recruited by the institution). A written summary of the FAR Committee's decision will be distributed to all Members and kept on file in the Conference office.

2.6.2 Medical Hardship Waivers.

The Office of the Commissioner has the authority to administer all requests for medical hardship waivers per NCAA legislation. Members should submit such waiver requests on a form prescribed by the Conference office. All waiver requests received by the Conference should be complete upon submission and contain all the necessary and required NCAA and Conference documentation. Any appeal of a decision by the Office of the Commissioner regarding a medical hardship waiver will be forwarded to and administered by the NCAA in accordance with NCAA policies.

2.6.3 Eligibility.

2.6.3.1 Eligibility Certification. It is the responsibility of each Member to certify its student-athletes in accordance with all applicable Conference and NCAA eligibility requirements prior to allowing the student-athlete to represent the Member in intercollegiate competition.

2.6.3.2 Forfeiture of Games. When a player is found to be ineligible for intercollegiate athletics, all athletic contests in which the student-athlete has participated, after the date of the act or conditions which rendered the individual ineligible, may be forfeited to the respective opposing team or teams, and any individual championships may be forfeited.

2.7 ASSIGNING OFFICIALS

The Conference office shall be responsible for the assignment of officials in the following sports: baseball, men's and women's basketball, field hockey, football, women's lacrosse, men's and women's soccer, softball, men's and women's tennis, volleyball, and wrestling. In no event shall officials be employees of the Conference.

2.8 ENFORCEMENT PROCEDURES

2.8.1 Alleged Violations.

The Commissioner may receive and investigate reports of alleged violations of rules and regulations of the Conference and of the NCAA and may interpret and rule upon such.

In order to prevent escalation of intraconference problems and continuation of violations, the following procedures are required:

- a. A Member shall communicate to the Conference office potential NCAA violations that might result in student-athlete ineligibility and generate media exposure. Further, a Member shall communicate potential violations of NCAA rules when it is reasonable to conclude that the potential violations might be Level I or II in nature (e.g., NCAA interview conducted). Such communication should be directed to the Commissioner (or his or her designee) in a timely manner and ultimately shall also include the resolution of the matter once complete.
- b. An inquiry or report of alleged violations by a Member should be sent from a senior level athletics administrator or compliance director from the Member making the allegation to a senior level athletics administrator or compliance director at the Member against which the allegation is made. In addition, the Member making the allegation should notify the Conference office. If the above option is followed, the Member making the allegation is considered party to any investigation and shall receive subsequent information as outlined in (e) below. A Member may also use the Conference's compliance staff to communicate allegations from one Member to another; however, in this instance, the Member is not considered party to any investigation and shall not receive subsequent information. In either case, all findings should be reported to the Commissioner.
- c. The Member against which the allegation is made should consult with the Conference to procure advice and guidance in how to conduct the investigation but should not rely on the Conference to assist in the actual investigation.
- d. Only the Member which made the allegation shall receive periodic progress reports throughout the investigation along with a final report at the conclusion of the investigation. That Member, shall not, however, release any information it receives to any other institution or entity. Violations of this will result in forfeiture of any subsequent information regarding the investigation or other sanctions.

- e. Once the investigation has concluded, the Member shall report its findings and, if applicable, any action taken to the Conference and/or NCAA. After any decision or determination by the Conference and/or NCAA, only the Member which made the allegation shall receive a final report that shall include the following:
 - 1) Facts of the case as discovered through the investigation;
 - 2) Findings based upon the facts presented; and
 - 3) Action and/or penalties taken.

2.8.2 Investigations.

The Commissioner is the principal enforcement officer of the Conference rules and regulations but shall not undertake significant investigative responsibilities except in a supervisory capacity. Upon the request of the athletics director or faculty athletics representative of any Member showing reasonable grounds or upon the Commissioner's own initiative, the Commissioner shall initiate such investigation as may be necessary to determine whether there has been a violation. As part of such an investigation, the Conference office should assist the Member in:

- a. Determining how the potential violation may be classified by the NCAA Enforcement staff (e.g., Level I, II, III);
- b. Identifying any mitigating circumstances;
- c. Determining the appropriate institutional action(s) that should be taken to remedy the situation;
- d. Determining appropriate penalties that would likely be accepted by the Enforcement staff, the NCAA Committee on Infractions, the NCAA Student-Athlete Reinstatement staff, or the NCAA Student-Athlete Reinstatement Committee;
- e. Processing Level III violations through the process established by the Enforcement staff;
- f. Processing Level I and Level II violations through summary disposition, or Committee on Infractions; or
- g. Processing eligibility appeals through the NCAA-Student-Athlete Reinstatement staff or the NCAA Student-Athlete Reinstatement Committee.

2.8.3 Hearings.

If the investigation reveals that a violation may exist, the Commissioner shall inform the CEO, the faculty athletics representative, and the athletics director of the involved Member, and afford an opportunity to be heard.

The Commissioner may elect to hear those cases deemed to be Level III in nature. Such hearing may be conducted by a designee of the Commissioner. If, after a hearing or failure of a Member to appear for a hearing, the Commissioner concludes there is a violation, the Commissioner is empowered to impose penalties such as, but not limited to, those listed in Appendix 2-5.

All other cases will be heard by the Executive Committee or a subcommittee of the Executive Committee or special Committee established by the Executive Committee for such purpose, which special Committee need not include Executive Committee members. That body shall have the same power as the Commissioner to impose penalties. No representative of the Member for whom the hearing is being held shall have membership on the hearing body. The Member and any employee or student-athlete involved in the case shall have an opportunity to be heard and to be represented by legal counsel. The decision of the hearing body must be rendered within one week after the hearing.

2.8.4. Unsportsmanlike Conduct.

The Commissioner is authorized to investigate cases involving unsportsmanlike conduct of coaches, institutional officials or participants on teams representing a Member and, if sufficient evidence is found

that they have been guilty of unsportsmanlike conduct, the Commissioner is authorized to impose such penalties as in his judgment the case warrants. (See Bylaws 2.1 – Sportsmanship Principle)

2.8.5 Penalties.

Penalties imposed by the Commissioner shall become effective immediately and shall remain in effect until and unless set aside by the Conference on appeal.

2.8.6 Enforcement Reports.

The Commissioner shall, upon request, report to the Board in executive session the results of any investigations into violations of Conference rules and regulations.

2.9 APPEALS

2.9.1 Appeal Procedures.

The decision of the Commissioner or the Executive Committee in any proceedings under Bylaws Article 2.8 may be appealed. Such appeal must be made by the Member involved within 14 days after receiving, by registered mail or nationally recognized overnight delivery service, the notice of such action. Appeals from decisions about interpretations or violations of the Conference rules and regulations, or penalties imposed under these rules, shall be made to the Board or the Executive Committee (as applicable) through the Chair.

- a. Final appeal of a decision made by the Commissioner (or any subcommittee or special committee appointed by the Executive Committee) normally is heard by the Executive Committee; however, at the request of the appealing Member, the Board will hear the appeal in lieu of the Executive Committee. If the Executive Committee hears the appeal, the Executive Committee's decision may not be further appealed to the Board.
- b. Final appeal of an initial decision made by the Executive Committee will be heard by the Board.
- c. The committee hearing the appeal may, if it so chooses, modify the decision as to guilt and/or penalty but may not increase the penalty.
- d. Appeals shall be limited in scope and will not constitute a new complete hearing of the case. Notice of appeal shall state specifically the findings of violations or penalties or both on which the appeal is being made and the reasons why those items are being appealed.

2.9.2 Appellate Decision.

The decision as to the appeal shall be rendered only after affording any Member, employee, or student-athlete involved in the appealed portion of the case an opportunity to be heard and to be represented by legal counsel and must be rendered within a reasonable time after the hearing of the appeal. Such decision is final and is not subject to further appeal except under provision of Section 2.9.3 (New Evidence or Prejudicial Error).

2.9.3 New Evidence or Prejudicial Error.

The Executive Committee or the Board, as applicable, shall consider a request to reopen a case upon receipt of new evidence of fact or of prejudicial error in the hearing or appeals procedure. A decision not to reopen a case is not subject to further appeal.

2.10 MEDIA RIGHTS POLICY

[Note: See Section 2.12 of these Bylaws for provisions regarding the University of Notre Dame.]

2.10.1 Grant of Rights. The Members have granted to the Conference the right to exploit certain media and related rights of the Members (such rights, the “Media Rights”; and the agreement pursuant to which the Members granted such rights, the “Grant of Rights”).

2.10.2 Revenues from Media Rights.

Unless otherwise determined by the Board, all revenues from the sale, licensing, distribution, and other exploitation of the Media Rights shall be deposited with the Conference.

2.10.3 Conference Media Rights Agreements.

The Commissioner shall negotiate all contracts and agreements for the sale, licensing, distribution, and other exploitation of the Media Rights on behalf of the Conference as provided in Section 2.3.1(q); provided that any Material Media Rights Agreement shall require the approval of two-thirds (2/3) of the Directors and all other Media Rights agreements shall be subject to approval by the Executive Committee. The Media Committee established pursuant to Section 2.4.2 shall assist the Commissioner in the negotiation and evaluation of the Conference’s Media Rights agreements and shall make a recommendation to the Board with respect to any Media Rights agreement requiring Board approval.

2.10.4 Conflict Games.

Subject to the terms of this Section 2.10.4, no Member shall participate in any game that will conflict with the terms of any Conference Media Rights agreement or any of the Conference’s rights or obligations thereunder. To the extent any Member is invited to participate in a football or men’s basketball game that will be distributed or otherwise exploited in conflict with any football or men’s basketball game that is or may be subject to any Conference Media Rights agreement (“Conflict Game”), and such Member wishes to participate in such Conflict Game, the Member shall promptly refer the matter to the Commissioner for his or her prior written approval. Unless the Commissioner grants such approval, the Member shall be prohibited from participating in such Conflict Game.

2.10.5 Member Rights.

Notwithstanding Section 2.10.3, but only to the extent permitted by the Conference’s Media Rights agreements, each Member shall retain such rights that are expressly retained by the Members under the Grant of Rights and any other rights that the Board may from time to time determine may be exploited by the Members.

2.10.6 Revenues from Non-Package Games.

Unless otherwise determined by the Board, all revenues derived from the exploitation by any Member of its football games and basketball games that are not included in or selected for distribution as part of any Conference Media Rights agreement (“Non-Package Games”) shall be deposited with the Conference.

2.10.7 Conference Non-Package Contracts.

In appropriate circumstances determined by the Board, the Commissioner’s office may negotiate television contracts for events that are not part of any Conference Media Rights agreement. However, any such contracts shall be subject to the approval of the Board.

2.10.8 Rights Fee for Non-Package Games.

The Board may establish a rights fee for the exploitation of any Non-Package Game.

2.10.9 Distribution of Revenues.

The revenues derived under Section 2.10.2 (Revenues From Media Rights) and Section 2.10.6 (Revenues From Non-Package Games) resulting from the ACC-ESPN Multimedia Agreement and the ACC-ESPN Network Agreement shall be divided equally among the Members in accordance with Section 2.5.2, unless otherwise provided in these Bylaws (see Section 2.12).

2.11 GENERAL REGULATIONS**2.11.1 Booster Organization.**

The athletics director shall serve as a board member of the Member's athletics booster (fundraising) organization where one exists, and the employees of that organization shall be directly responsible to the athletics director or the person to whom the athletics director reports.

2.11.2 Annual Institutional Certification.

A Member shall not be eligible to enter a team or individual competitors in a Conference championship unless its governing board makes an annual institutional certification, on a form approved by the Conference office, attesting that:

- a. Responsibility for the administration of the athletics program has been delegated to the CEO of the Member.
- b. The chief executive officer has the mandate and support of the board to operate a program of integrity in full compliance with NCAA, Conference and all other relevant rules and regulations.
- c. The chief executive officer, in consultation with the faculty athletics representative and the athletics director, determines how the institutional vote shall be cast on issues of athletics policy presented to the NCAA and the Conference.

2.11.3 Nonprofit Operating Principles.

2.11.3.1 Inurement of Income. No part of the net earnings of the organization shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein above.

2.11.3.2 Legislative or Political Activities. No substantial part of the activities of the organization shall be the carrying on of propaganda or otherwise attempting to influence legislation by legal, governmental agencies, and the organization shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2.11.3.3 Operation Limitations. Notwithstanding any other provisions of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under Section 501(c) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Revenue Law), or (b) by an organization, contributions to which are deductible under Section 170(c) of the Internal Revenue Code of 1986 (or other corresponding provisions of any future United States Internal Revenue

Law).

2.11.3.4 Dissolution Clause. Upon the dissolution of the Conference, the Board shall dispose of all the assets of the organization exclusively for the purpose of the organization in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the state court of jurisdiction in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes.

2.11.4 Indemnification.

2.11.4.1 Indemnification. To the fullest extent permitted under applicable law, the Conference shall defend, indemnify and hold harmless each Director, each officer of the Conference and each member of the Executive Committee and other Committees solely in his or her capacity as such (each a "Covered Person") for any loss, liability, damage, claim or expense (including reasonable attorneys' fees and costs) (collectively, "Losses") reasonably incurred by such Covered Person as a result of any third-party action, suit or proceeding, whether civil, criminal, administrative or investigative (each, a "Proceeding"), to which such Covered Person is made a party or threatened to be made a party, in each case, by reason of any act or omission performed or omitted by such Covered Person in such capacity in good faith on behalf of the Conference and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person explicitly under the Constitution or these Bylaws or otherwise by the Board pursuant to the Constitution or these Bylaws; provided that no Covered Person shall be entitled to be indemnified in respect of any Losses incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. The indemnification described in this Section 2.11.4.1 shall continue as to a Covered Person who has ceased to be a Director, officer of the Conference or member of the Executive Committee or other Committee, and shall inure to the benefit of such Covered Person's heirs, executors and administrators; provided, however, that, except as provided in Section 2.11.4.3 hereof with respect to Proceedings to enforce rights to indemnification, the Conference shall indemnify any such Covered Person in connection with a Proceeding (or part thereof) initiated by such Covered Person only if such Proceeding (or part thereof) was duly authorized by the Board. Any obligation under this Section 2.11.4.1 shall be provided out of and to the extent of the Conference's assets only, and no Member or other Covered Person shall have any personal liability for any indemnification obligation.

2.11.4.2 Expenses. The right to indemnification conferred in Section 2.11.4.1 above shall be a contract right and such right may include the right to be paid by the Conference the expenses incurred in defending any such Proceeding in advance of its final disposition (an "Advancement of Expenses"), but only to the extent set forth in policies and contracts approved by the Board from time to time and, unless modified by any such policies or contracts, subject to an undertaking by the Covered Person to repay any Advancement of Expenses upon demand by the Conference if the Conference reasonably determines that the Covered Person has not met the applicable standard for indemnification.

2.11.4.3 Right of Covered Person to Bring Suit. If a claim under either of Sections 2.11.4.1 or, if applicable, 2.11.4.2 hereof is not paid in full by the Conference within 120 days after a written claim has been received by the Conference, the Covered Person may at any time thereafter bring suit against the Conference to recover the unpaid amount of the claim. If such Covered Person substantially prevails in any such suit or in a suit brought by the Conference to recover an Advancement of Expenses pursuant to the terms of an undertaking delivered to the Conference by or on behalf of such Covered Person, then in each case, the Covered Person shall also be entitled to be paid the reasonable expenses of prosecuting or defending such suit. In any suit brought by the Covered Person to enforce a right to indemnification hereunder (including in a suit brought by the Covered Person to enforce a right to an Advancement of Expenses) it shall be a defense that the Covered Person has not met the applicable standard for indemnification. Without limiting any other rights it may have under policies and contracts approved by the Board, if the Conference substantially prevails in any suit by a Covered Person seeking indemnification or an Advancement of Expenses or in a suit by the Conference seeking recovery (in whole or in part) of an Advancement of Expenses pursuant to the terms of an undertaking to repay the Conference, the Conference shall be entitled to recover its reasonable expense of defending or prosecuting such suit.

2.11.4.4 Notice of Proceedings. Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding against such Covered Person, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Conference, give prompt written notice to the Board and the Commissioner of the commencement of such Proceeding; provided, however, that the failure of a Covered Person to give notice as provided herein shall not relieve the Conference of its obligations under either of Sections 2.11.4.1 or 2.11.4.2, except (a) to the extent that the Conference's ability to defend the Proceeding is actually prejudiced by such failure and (b) that the Conference shall not be obligated to reimburse any expenses (including attorneys' fees and costs) incurred prior to the date such notice is received. If any such Proceeding is brought against a Covered Person (other than a Proceeding by or in the right of the Conference), then the Conference shall be entitled, upon notice to the Covered Person, to assume the defense of such Proceeding with counsel selected by the Conference; provided, however, that the Covered Person shall be entitled to participate in such Proceeding and to retain its own counsel at his or her own expense. Once the Conference gives notice to the Covered Person that it will assume the defense of such Proceeding, the Conference will not be liable for expenses subsequently incurred by such Covered Person in connection with the defense thereof. Without the consent of such Covered Person, the Conference will not consent to the entry of any judgment or enter into any settlement that does not include as a term thereof the giving by the claimant or plaintiff to such Covered Person of a release from all liability arising out of the Proceeding and claims asserted therein.

2.11.4.5 Non-Exclusivity of Rights. The rights to indemnification and to the Advancement of Expenses conferred in this Section 2.11.4 shall not be exclusive of any other right which any person may have or hereafter acquire under applicable law or under any agreement that refers to and expressly supersedes this Section 2.11.4.

2.11.4.6 Insurance. The Conference may maintain insurance, at its expense, to protect itself and any Covered Person, employee or agent of the Conference or another corporation, partnership, joint venture, trust, or other enterprise against any Losses, whether or not the Conference would have the power to indemnify such person against such expense, liability, or Loss under applicable law. The Conference shall use commercially reasonable efforts to obtain and maintain a

customary directors and officers insurance policy on commercially reasonable terms.

2.11.4.7 Indemnification of Employees and Agents of the Conference. The Conference may, to the extent authorized from time to time by the Board, grant rights to indemnification, and to the Advancement of Expenses, to any employee or agent of the Conference to the same extent granted to Covered Persons under this [Section 2.11.4](#) (or to such lesser extent as the Board shall determine).

2.11.4.8 Limitation on Certain Damages. Notwithstanding anything to the contrary in these Bylaws, no claim may be made for indemnification under this [Section 2.11.4](#) by a Covered Person, and the term “Losses” shall not include, any special, indirect, consequential, exemplary, incidental or punitive damages, in respect of any claim for breach of contract, misrepresentation, breach of warranty, indemnification or other allegation of Losses or any other theory of liability arising out of or related to the Constitution or these Bylaws; provided that the foregoing limitation shall not apply to any indemnification obligation under this [Section 2.11.4](#) in connection with a third-party claim in which any such special, indirect, consequential, exemplary, incidental or punitive damages are payable by any Covered Person to a third party (as finally determined by a court of competent jurisdiction, which determination is not subject to review or appeal).

2.11.5 Interpretation.

Terms for which meanings are defined in the Constitution and these Bylaws shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine forms. Whenever used in any provision of the Constitution or these Bylaws, the term “including” means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a person or entity shall include a reference to the successors and permitted assigns of such person or entity. All references to “articles,” “sections” or “appendices” shall be references to the articles, sections and appendices to the Constitution and these Bylaws, as amended, modified, supplemented, or restated from time to time. All references to the “Constitution” and these “Bylaws” shall include all such articles, sections, and appendices. Unless otherwise specified, all references to any other agreement shall mean such agreement, as it may be amended, modified, supplemented, or restated from time to time.

[2.12 UNIVERSITY OF NOTRE DAME MEMBERSHIP](#)

Notwithstanding any other provision of the Constitution, these Bylaws, the Committee structure, Sports Operation Code, or General Policies and Procedures of the Conference:

- a. The University of Notre Dame’s football team shall neither compete with the football teams of the other Members for the Conference championship nor participate in the ACC Football Championship Game. Any game between the University of Notre Dame football team and a football team from another Member shall be considered a non-Conference game. Such games will be covered by the ACC-Notre Dame Football Competition Agreement. Rules, Polices, and Procedures of the Conference that have specific application to football will not apply to the University of Notre Dame’s football team, unless otherwise specifically provided.
- b. The University of Notre Dame shall be entitled to retain all media and broadcast rights and revenues associated with its football and ice hockey teams, including rights and revenues related to its participation in Postseason Football Games.

- c. No representatives of the University of Notre Dame shall serve on any Committee dealing solely with football.
- d. Representatives of the University of Notre Dame serving on the Board, the Executive Committee or other Committees shall recuse themselves from voting on or participating in – and if asked shall leave the room during – the discussion of matters specifically relating to football, including media and broadcast rights relating to football, and such representatives shall not be considered in determining whether a quorum is present for any such vote.
- e. The University of Notre Dame shall not participate in any allocation or distribution of Conference revenues attributable to football media or broadcast rights. For purposes of this provision, eighty percent (80%) of total media and broadcast right revenues of the Conference in any particular fiscal year, after determination of amounts reserved or used for Conference office expenses, shall be deemed to be attributable to football, and the remaining twenty percent (20%) of such revenues shall be deemed to be attributable to other sports.
- f. The University of Notre Dame shall be entitled to retain all revenue from its participation in a College Football Playoff (CFP) game or in the Orange Bowl and shall not receive any expense reimbursement from the Conference for such games or participate in the allocation or distribution of any revenues relating to the participation of any other Member in such games.
- g. The University of Notre Dame shall participate in expense reimbursement and revenue distribution, with respect to its participation in a Postseason Football Game, other than a CFP game or the Orange Bowl, under the same terms and conditions as any other Member.

APPENDIX 2-1 ADVISORY COMMITTEE ROSTERS

FAR Committee

Sheila Vélez Martínez	University of Pittsburgh, chair
Bob Murphy	Boston College
Antonis Katsiyannis	Clemson University
Linda Franzoni.....	Duke University
Mike Brady.....	Florida State University
Jenna Jordan	Georgia Institute of Technology
Krista Wallace-Boaz.....	University of Louisville
Marvin Dawkins.....	University of Miami
Lissa Broome	University of North Carolina
Joel Pawlak	North Carolina State University
Tricia Bellia.....	University of Notre Dame
Mary Graham.....	Syracuse University
Carrie Heilman.....	University of Virginia
Jennifer Irish.....	Virginia Polytechnic Institute & State University
Peter Brubaker.....	Wake Forest University

Staff Liaisons:	Matt Burgemeister	Associate Commissioner
	Shelby McKay.....	Associate Commissioner

AD Committee

John Wildhack.....	Syracuse University, chair
Blake James.....	Boston College
Graham Neff.....	Clemson University
Nina King	Duke University
Michael Alford.....	Florida State University
J Batt.....	Georgia Institute of Technology
Josh Heird	University of Louisville
Dan Radakovich	University of Miami
Bubba Cunningham	University of North Carolina
Boo Corrigan.....	North Carolina State University
Jack Swarbrick.....	University of Notre Dame
Heather Lyke.....	University of Pittsburgh
Carla Williams	University of Virginia
Whit Babcock	Virginia Polytechnic Institute & State University
John Currie	Wake Forest University

Staff Liaisons:	James J. Phillips.....	Commissioner
	Ben Tario.....	Deputy Commissioner

SWA Committee

Amy Calabrese University of Louisville, chair
 Shauna Cobb Boston College
 Stephanie Ellison-Johnson Clemson University
 Heather Ryan Duke University
 Alycia Varytimidis Florida State University
 Joeleen Akin Georgia Institute of Technology
 Rachelle Paul University of Miami
 Marielle vanGelder University of North Carolina
 Michelle Lee North Carolina State University
 Missy Conboy University of Notre Dame
 Jennifer Tuscano University of Pittsburgh
 Kirsten Elleby Syracuse University
 Armani Dawkins University of Virginia
 Reyna Gilbert-Lowry Virginia Polytechnic Institute & State University
 Lindsey Babcock Wake Forest University

Staff Liaisons: Jessica Rippey Senior Associate Commissioner
 Brandon Neff Assistant Commissioner
 Matt VanSandt Director
 Jared Romance Assistant Director
 Jas Palmer Assistant Director

APPENDIX 2-2 STANDING COMMITTEE ROSTERS

Committee members listed with an asterisk (*) are currently serving their second three-year term and cannot be reappointed.

Audit Committee

Ángel Cabrera (2024)..... Georgia Institute of Technology, chair
Fr. John Jenkins (2024)..... University of Notre Dame
Kent D. Syverud (2024)..... Syracuse University

Staff Liaison: Ben Tario..... Deputy Commissioner

Autonomy Committee

Julio Frenk (2024)..... University of Miami, chair
TBD..... Boston College
James P. Clements (2024)..... Clemson University
Heather Ryan (2026*) Duke University
Mike Brady (2024)..... Florida State University
Joeleen Akin (2026*) Georgia Institute of Technology
TBD..... University of Louisville
Marielle vanGelder (2025) University of North Carolina
Joel Pawlak (2025) North Carolina State University
Fr. John Jenkins (2024)..... University of Notre Dame, chair
Sheila Vélez Martínez (2024) University of Pittsburgh
Mary Graham (2025)..... Syracuse University
TBD..... University of Virginia
Whit Babcock (2024) Virginia Polytechnic Institute & State University
Peter Brubaker (2025) Wake Forest University

Staff Liaisons: James J. Phillips..... Commissioner
Brad Hostetter Deputy Commissioner

Finance Committee

Timothy D. Sands (2024)..... Virginia Polytechnic Institute & State University
Fr. William P. Leahy (2024) Boston College
Richard McCullough (2024) Florida State University
Ben Tario..... Treasurer/Deputy Commissioner, ex-officio

Infractions and Sportsmanship Review Committee

Shauna Cobb (2026)..... Boston College
Antonis Katsiyannis (2025) Clemson University
Linda Franzoni (2025)..... Duke University
Mike Brady (2024)..... Florida State University
Jenna Jordan (2026) Georgia Institute of Technology
Amy Calabrese (2026*) University of Louisville

Marvin Dawkins (2024)	University of Miami
Bubba Cunningham (2024*)	University of North Carolina
Joel Pawlak (2024*)	North Carolina State University
Jack Swarbrick (2025)	University of Notre Dame
Jennifer Tuscano (2024*)	University of Pittsburgh
Kirsten Elleby (2025)	Syracuse University
Carrie Heilman (2024*)	University of Virginia
Reyna Gilbert-Lowry (2026*)	Virginia Polytechnic Institute & State University
Peter Brubaker (2025*)	Wake Forest University

Staff Liaisons:	Jessica Rippey	Senior Associate Commissioner
	Matt Burgemeister	Associate Commissioner
	Milton Roy	Director

Legislation Committee

Henry Archuleta (2026)	Clemson University
Todd Mesibov (2024*)	Duke University
John Carns (2026)	University of Louisville
Marvin Dawkins (2026)	University of Miami
Heather Lyke (2024*)	University of Pittsburgh
Mark Wheeler (2024*)	Syracuse University
Derek Gwinn (2024)	Virginia Polytechnic Institute & State University
Lindsey Babcock (2024)	Wake Forest University

Staff Liaisons:	Matt Burgemeister	Associate Commissioner
	Milton Roy	Director

Media Committee

John Wildhack	Syracuse University, chair
Blake James	Boston College
Graham Neff	Clemson University
Nina King	Duke University
Michael Alford	Florida State University
J Batt	Georgia Institute of Technology
Josh Heird	University of Louisville
Dan Radakovich	University of Miami
Bubba Cunningham	University of North Carolina
Boo Corrigan	North Carolina State University
Jack Swarbrick	University of Notre Dame
Heather Lyke	University of Pittsburgh
Carla Williams	University of Virginia
Whit Babcock	Virginia Polytechnic Institute & State University
John Currie	Wake Forest University
Sheila Vélez Martínez (2024) (FAR Committee Chair)	University of Pittsburgh, ex-officio
Amy Calabrese (2024) (Senior Woman Administrator)	University of Louisville, ex-officio

Staff Liaisons:	James J. Phillips	Commissioner
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Ben Tario.....Deputy Commissioner
 Amy Yakola.....Deputy Commissioner

Nominating Committee

Nina King (2025) Duke University
 Joeleen Akin (2026*) Georgia Institute of Technology
 Joel Pawlak (2024) North Carolina State University
 Chris Hoppe (2024).....University of Pittsburgh
 Armani Dawkins (2025) University of Virginia
 Peter Brubaker (2024*).....Wake Forest University
 James J. Phillips.....Commissioner
 Brad Hostetter Deputy Commissioner, ex-officio

Staff Liaison: Matt BurgemeisterAssociate Commissioner

Student-Athlete Advisory Committee

Student-athlete terms are for one year; appointments will be made in August.

Krista Wallace-Boaz (2024).....University of Louisville, ex-officio
 Reyna Gilbert-Lowry (2026*)Virginia Polytechnic Institute & State University, ex-officio

Staff Liaisons: Shelby McKayAssociate Commissioner

APPENDIX 2-3 SPORT COMMITTEE ROSTERS

Committee members listed with an asterisk (*) are currently serving their second three-year term and cannot be reappointed.

Baseball Committee

Craig Anderson (2024) Boston College, chair
 Kyle Young (2024*) Clemson University, vice-chair
 Ed Scott (2025) University of Virginia, vice-chair
 Michelle Lee (2025*) North Carolina State University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jessica Rippey Senior Associate Commissioner

Men's Basketball Committee

Bubba Cunningham (2026*) University of North Carolina, chair
 Bob Murphy (2025) Boston College, ex-officio
 Adrian Autry (2024) Syracuse University, ex-officio
 Lindsey Babcock (2025) Wake Forest University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the athletics director of each member institution)

Staff Liaison: Paul Brazeau Senior Associate Commissioner

Women's Basketball Committee

Nina King (2024) Duke University, chair
 Shauna Cobb Boston College
 Stephanie Ellison-Johnson Clemson University
 Bob Weiseman Duke University
 Cindy Hartmann Florida State University
 Joeleen Akin Georgia Institute of Technology
 Amy Calabrese University of Louisville
 Rachelle Paul University of Miami
 Robbi Pickeral Evans University of North Carolina
 Stephanie Menio North Carolina State University
 Heidi Uebelhor University of Notre Dame
 Jennifer Tuscano University of Pittsburgh
 Kirsten Elleby Syracuse University
 Armani Dawkins University of Virginia
 Bridget Brugger-McSorley Virginia Polytechnic Institute & State University
 Ellie Shannon Wake Forest University
 Carrie Heilman (2024) University of Virginia, ex-officio
 Kara Lawson (2024) Duke University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio

Staff Liaison: Jackie Carson..... Senior Associate Commissioner

Men's and Women's Fencing Committee

Matt Weldy (2025) University of Notre Dame, chair
 Elinor Hurt (2024)..... Duke University, vice-chair
 Shauna Cobb (2024)..... Boston College, ex-officio
 James J. Phillips..... Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jas Palmer..... Assistant Director

Field Hockey Committee

Steve Pritzker (2026) University of Virginia, chair
 Rachael Cosgrove (2026)..... University of Louisville, vice-chair
 Kirsten Elleby (2026)..... Syracuse University, ex-officio
 James J. Phillips..... Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Matt VanSandt Director

Football Committee

Whit Babcock (2026*)..... Virginia Polytechnic Institute & State University, chair
 Antonis Katsiyannis (2025)..... Clemson University, ex-officio
 Dino Babers (2024)..... Syracuse University, ex-officio
 Lindsey Babcock (2025)..... Wake Forest University, ex-officio
 James J. Phillips..... Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the athletics director of each member institution)

Staff Liaison: Michael Strickland Senior Associate Commissioner

Men's Golf Committee

Jack Winters (2024*)..... Duke University, chair
 Zach Brooks (2025)..... University of Louisville, vice-chair
 Lindsey Babcock (2024)..... Wake Forest University, ex-officio
 James J. Phillips..... Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Matt VanSandt Director

Women's Golf Committee

Eric Sabin (2026*)..... Clemson University, chair
 Jim Fraleigh (2026)..... University of Notre Dame, vice-chair
 Marielle vanGelder (2026*)..... University of North Carolina, ex-officio
 James J. Phillips..... Atlantic Coast Conference, ex-officio

(The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jared Romance Assistant Director

Gymnastics Committee

Stephanie Ellison-Johnson (2025) Clemson University, chair
 Carrie Doyle (2025) North Carolina State University, vice-chair
 Reyna Gilbert-Lowry (2025) Virginia Polytechnic Institute & State University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jessica Rippey Senior Associate Commissioner

Men’s Lacrosse Committee

Clint Gwaltney (2025*) University of North Carolina, chair
 Chris Kennedy (2025*) Duke University, vice-chair
 Armani Dawkins (2026) University of Virginia, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Matt VanSandt Director

Women’s Lacrosse Committee

Jodry Kirr (2025) Clemson University, chair
 Mark Wheeler (2025) Syracuse University, vice-chair
 Missy Conboy (2025*) University of Notre Dame, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Matt VanSandt Director

Women’s Rowing Committee

Amanda Gray Richardson (2024*) Clemson University, chair
 Tim Wise (2025) University of Notre Dame, vice-chair
 Heather Ryan (2025) Duke University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jas Palmer Assistant Director

Men’s Soccer Committee

Garrett Munro (2026*) North Carolina State University, chair
 Matt Lombardi (2026) Clemson University, vice-chair
 Marielle vanGelder (2025*) University of North Carolina, ex-officio

James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Brandon NeffAssistant Commissioner

Women’s Soccer Committee

Craig Zakrzewski (2025)..... Wake Forest University, chair
 Katie Stumpp (2025)..... University of Pittsburgh, vice-chair
 Amy Calabrese (2025) University of Louisville, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio

(The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jessica Rippey Senior Associate Commissioner

Softball Committee

Natalie Gonzalez Honnen (2025).....Clemson University, chair
 Todd Mesibov (2025) Duke University, vice-chair
 Joeleen Akin (2025)..... Georgia Institute of Technology, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio

(The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Brandon NeffAssistant Commissioner

Men’s and Women’s Swimming and Diving Committee

Katie Graham (2024) North Carolina State University, chair
 Wendy Meyers (2025)..... University of Pittsburgh, vice-chair
 Lauren Rust (2025) University of Louisville, vice-chair
 John Proctor (2026*)..... Florida State University, ex-officio
 Heather Ryan (2024).....Duke University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio

(The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Matt VanSandt Director

Men’s Tennis Committee

Jon Allen (2026*)Clemson University, chair
 Colin Hargis (2025)..... North Carolina State University, vice-chair
 Rachelle Paul University of Miami, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio

(The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Brandon NeffAssistant Commissioner

Women’s Tennis Committee

Justin Ruffin (2025) University of Louisville, chair
 Leslie Barnes (2025) Duke University, vice-chair
 Kirsten Elleby (2025) Syracuse University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Brandon NeffAssistant Commissioner

Men’s and Women’s Track and Cross Country Committee

Meeghan Ford (2025) Duke University, chair
 Shirelle Jackson (2026*) University of Miami, vice-chair
 Chris Hoppe (2025) University of Pittsburgh, vice-chair
 Lisa Varytimidis (2025) Florida State University, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jared Romance Assistant Director

Women’s Volleyball Committee

Lisa Varytimidis (2026) Florida State University, chair
 Jess Kerr (2026) University of Notre Dame, vice-chair
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Jared Romance Assistant Director

Wrestling Committee

Vince Ille (2024*) University of North Carolina, chair
 Shawn Zeplin (2025) Duke University, vice-chair
 Jennifer Tuscano (2024*) University of Pittsburgh, ex-officio
 James J. Phillips Atlantic Coast Conference, ex-officio
 (The remainder of the committee is composed of the head coach of each member institution)

Staff Liaison: Brandon NeffAssistant Commissioner

APPENDIX 2-4 SERVICE GROUP LIAISONS

Listed below are the staff liaison(s) for identified Conference service groups. In-person service group meetings will be subject to the approved operating budget for the applicable year.

Academic Support Directors

Shelby McKay Associate Commissioner

Communications Directors

Kevin Davis Senior Associate Commissioner

Compliance Directors

Milton Roy Director

Matt Burgemeister Associate Commissioner

Brad Hostetter Deputy Commissioner

Development Directors

Amy Yakola Deputy Commissioner

Equipment Managers

Donald Moore Director

Facilities and Operations Directors

Brandon Neff Assistant Commissioner

Financial Officers

Ben Tario Deputy Commissioner

Kelvin Anthony Associate Commissioner

Health Care Advisory Group

Shelby McKay Associate Commissioner

Marketing Directors

Tim Lynde Senior Associate Commissioner

Carl Hairston Associate Commissioner

Student-Athlete Development Directors

Shelby McKay Associate Commissioner

Ticket Managers

Ben Tario Deputy Commissioner

Kara Tyree Director

Video Services Directors

Martha Schwab Associate Commissioner

Steve Vollinger Director

APPENDIX 2-5 PENALTIES

1. The offending institution or staff member may be publicly reprimanded and/or censured by the commissioner and warned against repetition of the offense.
2. The staff member found in violation of a recruiting rule may be denied the privilege of contact with any prospective student-athlete for a period not to exceed one year; and the same penalty may be imposed upon all staff members of the sport involved.
3. The institution may be denied the right to schedule games with other Members in the sport in which the violation occurred. This action shall be subject to approval of the Conference.
4. The Commissioner shall have the authority to fine any member institution a maximum of \$25,000 for any violation of the Constitution and Bylaws. Fines assessed shall be paid within 30 days after final determinations.
5. The Commissioner may order severance of athletic relations with the offending institution. This action shall be subject to the approval of the Conference.
6. Member institutions prohibited from appearing on any ACC or NCAA controlled television program and/or prohibited from participating in ACC or NCAA preseason or postseason competition, including bowl games, shall not be entitled to participate in the distribution of Conference funds derived from those sources during the period of such prohibition.
7. Prohibition of an institution from participating in sanctioned Conference competition versus non-Conference teams and from sharing in the revenue distribution derived from the event.
Note: The above would include any television arrangement in which the Conference is a participant.
8. Prohibition of an institution from participating in NCAA Championships or postseason bowl games.
9. Prohibition of an institution from receiving Conference Championship tickets or tickets to Conference sanctioned competition versus non-Conference opponents.
10. Prohibition of an institution from sharing in distribution of other Conference income (e.g., corporate sponsorship, NCAA grant money).
11. Ineligibility of a team or teams for Conference championships.
12. Determination that contests against a university on probation for violations in a sport may be determined not to count in Conference standings in that sport.
13. Restriction of a coach involved in violations from any coaching for a period of time.
14. Reduction in the number of coaches in any sport.
15. Reduction in the number of initial grants in football for one or more years.
16. Reduction in the maximum allowable scholarship limits in a sport for one or more years.
17. Disassociation of the institution from a booster club or the reorganization of such a club controlled by the institution.
18. Restriction of a coach from having a television show.
19. Restriction of a coach from summer sports camp activity.
20. Restrict number of a coach's remunerated public appearances.
21. Required annual report from the coach and the athletics director concerning the status of compliance in a sport.
22. Cancellation of a coach's gratuities from athletic equipment companies.
23. Reduction of the recruiting budget for a sport or coach.
24. Requirement that an institution show cause as to why its membership should not be terminated if appropriate action is not taken against a coach found to have been involved in serious financial aid violations.

EXHIBIT 2

ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT

THIS ATLANTIC COAST CONFERENCE GRANT OF RIGHTS AGREEMENT (the "**Agreement**") is executed on _____, 2013, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "**Conference**"), and each of the following entities: (i) Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, and Wake Forest University (collectively, the "**Current Members**"), (ii) University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "**Accepted Members**"), and (iii) any entities that are admitted as new members of the Conference hereafter and which become bound by this Agreement by executing a signature page or joinder agreement hereto as a condition to such admission (the "**Additional Members**") and, together with the Current Members and Accepted Members, each a "**Member Institution**" and collectively, the "**Member Institutions**").

RECITALS:

WHEREAS, the execution and delivery of this Agreement enhances the stability of Conference membership, confirms the commitment by each Member Institution to the other Member Institutions of the Conference, and thereby provides valuable benefits to each Member Institution of the Conference;

WHEREAS, the Conference has previously entered into the Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012 (as amended, collectively referred to as the "**Amended ESPN Agreement**");

WHEREAS, each of the Accepted Members has been accepted for membership in the Conference by the Current Members and each Accepted Member has agreed that its membership shall be effective on the date specified on its signature page to this Agreement;

WHEREAS, as a condition to the agreement of ESPN to offer additional consideration to the Conference as part of a further amendment to the Amended ESPN Agreement (the "**Additional Amendment**"; the Additional Amendment, together with the Amended ESPN Agreement, collectively, the "**ESPN Agreement**"), each of the Member Institutions is required to, and desires to, irrevocably grant to the Conference, and the Conference desires to accept from each of the Member Institutions, those rights granted herein; and

WHEREAS, the Conference and the Member Institutions desire to have this Agreement memorialize their understandings with respect to the matters set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and in the ESPN Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the undersigned each hereby agree with the Conference and with each other as follows:

1. Grant of Rights. Each of the Member Institutions hereby (a) irrevocably and exclusively grants to the Conference during the Term (as defined below) all rights (the "Rights") necessary for the Conference to perform the contractual obligations of the Conference expressly set forth in the ESPN Agreement, regardless of whether such Member Institution remains a member of the Conference during the entirety of the Term and (b) agrees to satisfy and perform all contractual obligations of a Member Institution during the Term that are expressly set forth in the ESPN Agreement. The grant of Rights pursuant to this paragraph 1 includes, without limitation, (A) the right to produce and distribute all events of such Member Institution that are subject to the ESPN Agreement; (B) subject to paragraph 7 hereof, the right to authorize access to such Member Institution's facilities for the purposes set forth in and pursuant to the ESPN Agreement; (C) the right of the Conference or its designee to create and to own a copyright of the audiovisual work of the ESPN Games (as defined in the ESPN Agreement) of or involving such Member Institution (the "Works") with such rights being, at least, coextensive with 17 U.S.C. 411(c); and (D) the present assignment of the entire right, title and interest in the Works that are created under the ESPN Agreement. Notwithstanding any other provisions of this paragraph, the grant of Rights pursuant to this paragraph 1 shall not include any rights of a particular Member Institution to sports as to which the Conference and such Member Institution have agreed, as of the date of such Member Institution's execution of this Agreement or a joinder thereto, that such Member Institution will not participate as a member of the Conference. The grant of Rights pursuant to this paragraph 1 shall remain subject to the right to produce and distribute, by means of specified media, those events of such Member Institution during the Term which are reserved to the Conference and the Member Institution under the ESPN Agreement and which may be exercised as permitted by the ESPN Agreement and in accordance with Conference policy. Each Member Institution will cause any affiliated entity which has previously been granted any interest in the Rights, to grant such interest to the Conference to the extent necessary to allow the Member Institution to fully perform all of its obligations under this Agreement and provide the Conference with the Rights contemplated hereby.

2. Copyright Assignment and License. The Conference and each of the Member Institutions acknowledge that the Conference owns or will own the copyrights to the Works. Each Member Institution hereby grants to the Conference or its designee the right to create a copyright Work and, for the entire duration of the applicable event, the copyright in such Works. The Conference shall have the right to seek relief under 17 U.S.C. 411(c) for any interference with the Conference's federal copyright ownership interest in the Works created and/or Works to be created under the ESPN Agreement. Each Member Institution agrees to cooperate with the Conference in any such action, but at the Conference's sole expense. The rights assigned in the Works include, but are not limited to, all rights under the United States and/or foreign copyright laws; all reproduction, performance, display, distribution, and other intellectual property rights; the right to modify, distort, or alter the Works and future Works; and all so-called moral rights. To the extent moral rights may not be assigned, each Member Institution hereby waives the benefit or protection of same.

3. Execution of Additional Documents. If requested by the Conference, each Member Institution hereby agrees to execute and deliver all documents reasonably requested by the Conference to effectuate the intent of this Agreement, at the Conference's expense.

4. Additional Members. The Conference shall not admit a new member to the Conference unless and until (a) such new member agrees to become bound by this Agreement with respect to all sports in which it participates as a member of the Conference by executing a signature page or joinder agreement hereto as a condition to such admission and (b) grants to the Conference pursuant to this Agreement all Rights of such Member Institution with respect to such sports.

5. Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2027. The "Effective Date" means (a) for the Current Members, the date first set forth above, and (b) for Accepted Members and Additional Members, the date on which the Conference and a particular Accepted Member or Additional Member have agreed that the membership in the Conference shall become effective in accordance with the Conference's Constitution and Bylaws, which date is set forth on the respective signature page hereof for each Accepted Member and shall be set forth on the signature page of this Agreement for each Additional Member. For clarity, all Accepted Members and Additional Members agree to be bound as of their signature hereon even though the term of their membership in the Conference has not yet begun.

6. Acknowledgements, Representations, Warranties, and Covenants. Each of the Member Institutions acknowledges that the grant of Rights during the entire Term is irrevocable and effective until the end of the Term regardless of whether the Member Institution withdraws from the Conference during the Term or otherwise ceases to participate as a member of the Conference in accordance with the Conference's Constitution and Bylaws. Furthermore, each Member Institution represents and warrants to the Conference (a) that such Member Institution either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, has the right, power and capacity to execute, deliver and perform this Agreement and to discharge the duties set forth herein; (b) that execution, delivery and performance of this Agreement and the discharge of all duties contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Member Institution; (c) that execution and delivery of this Agreement by Member Institution and the discharge of duties contemplated herein by Member Institution will not, with or without the giving of notice or the lapse of time, or both: (i) violate or conflict with any of the provisions of the charter document, bylaws or other governing documents of such Member Institution; (ii) violate, conflict with or result in breach or default under, or cause termination of any contract, license, permit or other agreement, document or instrument to which Member Institution is a party or by which Member Institution may be bound; or (iii) violate any provision of any law, statute, rule, regulation, court order, judgment, or decree, or ruling of any governmental authority, by which Member Institution is a party or to which Member Institution may be bound; and (d) that Member Institution, either alone, or in concert with an affiliated entity that has executed an agreement to be bound by the provisions of this Agreement, owns all Rights granted to the Conference in paragraph 1 above. Each of the Member Institutions covenants and agrees that (x) it will not enter into any agreement that is inconsistent with the provisions of this Agreement, and (y) it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, that would affect the validity and enforcement of the Rights granted to the Conference under this Agreement.

7. Reasonable Access. Without any additional consideration or compensation to the Member Institutions, each of the Member Institutions agrees throughout the Term to provide ESPN and its sublicensees with reasonable access to its property and facilities, with appropriate ingress and egress, parking, facilities, utilities and lighting, and other support and assistance reasonably required by ESPN and its sublicensees to exercise the Rights as and to the extent provided in the ESPN Agreement.

8. Miscellaneous. This Agreement may not be modified or amended other than by an agreement in writing signed by duly authorized representatives of the Conference and each of the Member Institutions that are then members of the Conference. This Agreement may be executed in multiple counterparts and delivered by electronic or facsimile transmission. This Agreement, together with any substantially contemporaneous agreement between the Conference and an affiliated entity of a Member Institution relating to the Rights, sets forth the entire understanding of the parties hereto relating to the grant of Rights and related subject matter provided for herein and, effective as of the date first set forth above, supersedes all prior agreements and understandings among or between any of the parties relating to the grant of Rights and related subject matter provided for herein. The Recitals set forth above shall be deemed incorporated by this reference into and specifically made part of this Agreement. Should any provision of this Agreement be determined to be invalid or unenforceable, such shall not invalidate this Agreement, but such provision shall be deemed amended to the extent necessary to make such provision valid and enforceable and which as closely as possible reflects the original intent of the parties.

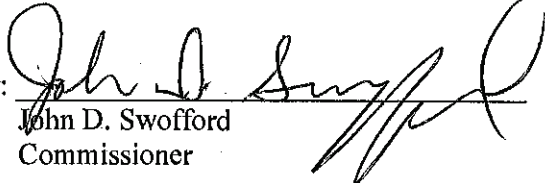
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IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: April 22, 2013

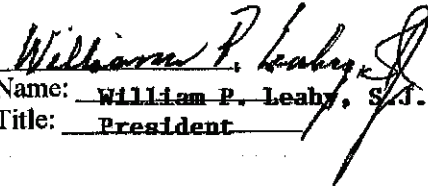
By: 
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

A Dated: April 19, 2013

By: 
Name: William P. Leahy, S.J.
Title: President

SIGNATURE PAGE TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT
DATED 4-19, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: 4 / 19, 2013

By: 
Name: James F. Barker
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: APRIL 19, 2013

By: Richard A. Brodhead
Name: RICHARD A. BRODHEAD
Title: PRESIDENT,
DUKE UNIVERSITY

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

FLORIDA STATE UNIVERSITY

Dated: April 19 2013


By: Eric J Barron
Name: ERIC J BARRON
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: April 19, 2013


By: 
Name: G.P. Peterson
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: April 19, 2013

By: 
Name: James R. Ramsey
Title: President

Date that Conference membership becomes effective:

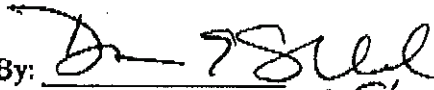
Expected July 1, 2014, pending withdrawal negotiations with the Big East Conference

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: April 19, 2013

By: 
Name: DONNA E. SHALATA
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA

Dated: April 19, 2013


By: H. Holden Thorp
Name: H. Holden Thorp
Title: Chancellor

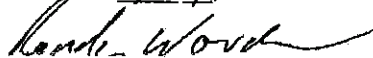
IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

NORTH CAROLINA STATE UNIVERSITY

Dated: April 19, 2013

By: 
Name: W-RANDOLPH WOODSON
Title: CHANCELLOR

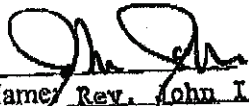


IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NOTRE DAME DU LAC

Dated: April 19, 2013

By: 
Name: Rev. John L. Jenkins; C.S.C.
Title: President

Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF PITTSBURGH

Dated: April 19, 2013

By: Mark A. Nordenberg
Name: Mark A. Nordenberg
Title: Chancellor

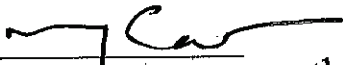
Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

SYRACUSE UNIVERSITY

Dated: April 19, 2013

By: 
Name: Nancy Cantor
Title: Chancellor


Date that Conference membership becomes effective: July 1, 2013

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF VIRGINIA

Dated: April 19, 2013

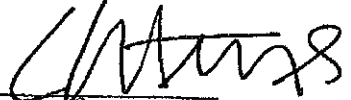
By: 
Name: Teresa A. Sullivan
Title: President, University of Virginia

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Dated: 4 19, 2013

By: 
Name: Charles W. Steger
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WAKE FOREST UNIVERSITY

Dated: April 19, 2013

By: 

Name: Nathan D. Hatch

Title: President

EXHIBIT 3

**AMENDMENT TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT**

This Amendment is entered into as of this ____ day of June, 2016, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Member Institutions"), who are parties to that certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (the "Original Grant Agreement")."

WHEREAS, the Conference is a party to a Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. (collectively, "ESPN"), dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012, and by a Second Amendment to Multi-Media Agreement," dated as of June 24, 2014 (collectively, the "Original ESPN Agreement"); and

WHEREAS, the Conference has negotiated an Amended and Restated Multi-Media Agreement with ESPN (the "Restated Multi-Media Agreement") and a Network Agreement with ESPN. (collectively, the "Prospective Agreements"), which offer certain additional consideration to the Conference; and

WHEREAS, ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The term "ESPN Agreement" in the fourth "Whereas" clause of the Original Grant Agreement is hereby amended to refer collectively to the Original ESPN Agreement and the Prospective Agreements.

2. Section 5 of the Original Grant Agreement is hereby amended by deleting the first sentence of the existing Section 5 in its entirety and substituting the following therefor:

"Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2036.

3. Except as specifically modified by this Amendment, the terms of the Original Grant Agreement will remain in full force and effect.

4. This Amendment is effective as of June 27, 2016.

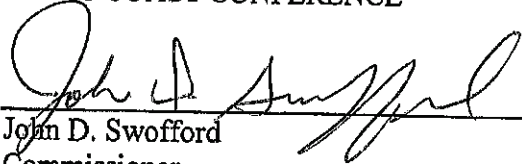
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Amendment as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: July 18, 2016

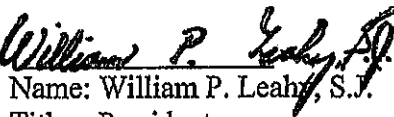
By: 
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

Dated: June 27, 2016.

By 
Name: William P. Leahy, S.J.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: June 29, 2016

By: James P. Clements
Name: James P. Clements, Ph.D.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: June 27, 2016

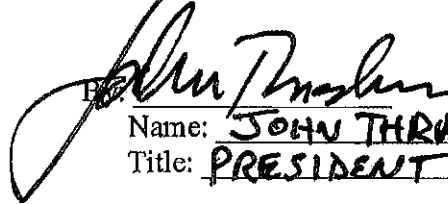
By: *Richard Brodhead*
Name: Richard H. Brodhead
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

FLORIDA STATE UNIVERSITY

Dated: June 28, 2016



Name: JOHN THRASHER
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: June 27, 2016


By: 
Name: G. T. PETERSON
Title: PRESIDENT

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: June 27, 2016

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: June 30, 2016


By: 
Name: Julio Frenk
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

NORTH CAROLINA STATE UNIVERSITY

Dated: June 29, 2016


By: 
Name: Scott R. Douglass
Title: Vice Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

Dated: June 27, 2016


By: 
Carol L. Folt
Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NOTRE DAME DU LAC

Dated: July 12, 2016


By: 
Name: John I. Jenkins, C.S.C.
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF PITTSBURGH

Dated: June 27, 2016

By: 
Name: Patricia Gally
Title: Chancellor

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

SYRACUSE UNIVERSITY

Dated: June 27, 2016

By: *Kent Syverud*
Name: Kent Syverud
Title: Chancellor & President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF VIRGINIA

Dated: June 27, 2016

By: *Theresa A. Sullivan*
Name: Theresa A. Sullivan
Title: President

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

VIRGINIA POLYTECHNIC INSTITUTE
& STATE UNIVERSITY

Dated: June 24, 2016

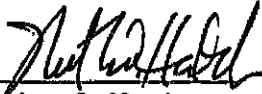
By: M. Dwight Shelton, Jr.
Name: M. Dwight Shelton, Jr.
Title: VP for Finance & CFO

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WAKE FOREST UNIVERSITY

Dated: June 27, 2016

By: 
Nathan O. Hatch
President