

SECOND AMENDMENT
TO THE AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND BANK OF THE WEST

THIS SECOND AMENDMENT (“Second Amendment”) is made, entered into, and effective as of December 23, 2019 (“Effective Date”) by and between **The Regents of the University of California, a California corporation** (“University”) and **Bank of the West, a California banking corporation** (“Bank of the West”).

WHEREAS, University and Bank of the West entered into an agreement (“Agreement”), effective July 1, 2015, to set forth an exclusive sponsorship relationship between the parties; and

WHEREAS, University and Bank of the West wish to amend the Agreement to include the refinement of:

1. Specific sponsorship entitlements provided to Bank of the West as outlined in Exhibit B (Activities to be Supported on an Annual Basis), Section 3 (ASUC Student Union), Section 4 (Recreational Sports), and Section 6 (Student Affairs)
2. Specific products to be provided by Bank of the West as outlined in Exhibit B (Activities to be Supported on an Annual Basis), Section 17 (Specific Products):
 - a. Bank at Work – Employee Banking Program
3. The Primary Marks that may be used by Bank of the West as outlined in Exhibit D (University Marks)
4. The Bank of the West marks as outlined in Exhibit G (Bank of the West Marks)
5. Branch curtailment and branch hours as outlined in Exhibit K (Lease Agreement) Section 8 (Use), Paragraph 8.1 (Use)
6. Branch security and Campus staff access as outlined in Exhibit K (Lease Agreement) Section 8 (Use), Paragraph 8.2(b) (Compliance with Law and UC Policy)

NOW THEREFORE, in consideration of the premises and promises herein contained, the parties hereby agree to amend the Agreement as follows:

1. Exhibit B (Activities to be Supported on an Annual Basis), Section 3 (ASUC Student Union) is hereby amended as follows:
 - j. Additional Student Engagement – Bank of the West will have additional opportunities through the LEAD Center to engage with students by participating in

student-led events with experiential assets such as tabling, seminars, workshops, keynote speeches, etc.

- i. Opportunities will be identified and mutually agreed upon annually by Bank of the West and Student Affairs

2. Exhibit B (Activities to be Supported on an Annual Basis), Section 4 (Recreational Sports), is hereby deleted in its entirety and replaced with the following:

4. Berkeley International Office (BIO)

a. Experiential – Annual International Student Orientations

1. Tabling opportunity at international undergraduate freshman, transfer, and exchange Fall orientation
2. Tabling opportunity at international graduate student Fall orientation
3. Tabling opportunity at international parent/family Fall orientation
4. Tabling opportunity at new international student Spring orientation
5. BIO will thank Bank of the West onstage at each orientation

b. Other Experiential

1. Financial Literacy Workshop – Annual financial literacy workshop, co-hosted by Berkeley International Office and Bank of the West, Fall
2. Bank “Office Hours” – International student “office hours” to be held at the Bank of the West ASUC Student Union branch location, Fall
 1. BIO will promote with a targeted email to international students, content to be provided by Bank of the West and approved by BIO

c. Digital

1. Sponsorship Webpage – Annual recognition on BIO Sponsorship webpage as a highest level sponsor
 1. Includes prime location on webpage and short descriptive content provided by Bank of the West and approved by BIO
2. Student E-Newsletter – Promotion in one (1) pre-arrival e-newsletter sent to all new students, with link, logo, description, and contact email, Fall and Spring
 1. Content provided by Bank of the West and approved by BIO
3. Promotional Attachment – Promotional flyer attachment sent with one (1) pre-arrival e-newsletter, Fall and Spring

1. Content provided by Bank of the West and approved by BIO
4. Parent/Family E-Newsletter – Promotion in pre-arrival e-newsletter sent to parents/families, with link, logo, description, and contact email, Fall
 1. Content provided by Bank of the West and approved by BIO
5. Continuing Student E-Newsletter – Promotion in one (1) continuing student e-newsletter, with link, logo, description, and contact email, Fall
 1. Content provided by Bank of the West and approved by BIO
6. Social Media Posts – Four (4) social media posts annually that include Bank of the West contact information
 1. Posts may be divided between Facebook (US) and Weibo (Chinese) at the discretion of Bank of the West
 2. Content provided by Bank of the West and approved by BIO
7. Money and Banking Webpage – Annual inclusion of Bank of the West information on the BIO Money and Banking webpage
 1. Content provided by Bank of the West and approved by BIO
8. Mobile App – Annual inclusion in iStart: Cal Edition mobile app and arrival guide
 1. Includes in-app content, a link, and acknowledgment of Bank of the West as a BIO sponsor
 2. Content is the same as e-newsletter content

d. Print

1. Promotional Materials – Promotional materials provided to all new international students at orientations, Fall and Spring, with five hundred (500) additional pieces of promotional material made available in the Berkeley International Office
 1. Content provided by Bank of the West and approved by BIO
 2. Orientation Brochures – Logo placement on orientation brochures
 3. Transitions Calendar – Logo placement on parent/family transitions calendar
3. Exhibit B (Activities to be Supported on an Annual Basis), Section 5 (Cal 1 Card Program), is hereby deleted in its entirety and replaced with the following:
 5. Cal 1 Card Program

- a. The Cal 1 Card is an identification card issued to all UC Berkeley students, staff, faculty and affiliated individuals. It is also used for non-exempt time keeping, attendance tracking, and afterhours or secured building access. It is not a debit or credit card, but it can be loaded with monetary value redeemable at authorized University and non University points-of-sale locations. Bank of the West will be the exclusive sponsor (with regard to the services described in Exhibit A for the Cal 1 Card, including exclusive rights to participate in all on-site Cal 1 Card tabling opportunities at University events irrespective of whether Bank of the West elects to occupy a table at the event). Cal 1 Card holders will not be required to become Bank of the West customers in order to use their Cal 1 Card, nor will there be any co-branded or affinity banking services resulting from this Agreement.
- b. Digital
 1. Logo placement and recognition of the bank's status as the official bank of UC Berkeley, with brief description of bank's campus locations and services on the Cal 1 Card website.
 2. Two (2) annual social media campaigns activated through all four "class of ..." accounts on Facebook
 3. One (1) email blast featuring Bank of the West's Cal 1 Card sponsorship:
 - a) In 2019 only, in conjunction with the move of the Cal 1 Card office from the Cesar E. Chavez Student Center to 212 Sproul Hall, this message will entail:
 - i) Campus-wide Bank of the West-sponsored Cal 1 Card Trivia Contest email celebrating the move of the Cal 1 Card office to 212 Sproul;
 - ii) Bank of the West-sponsored Cal 1 Card Trivia contest (online)
 - b) After 2019, the content and nature of the email blast will be mutually agreed upon by UC Berkeley and Bank of the West.
- c. Signage
 1. Two (2) co-branded vinyl clings inside the Cal 1 Card office.
- d. Print
 1. Opportunity to place logo and sponsor text on the Cal 1 Card bookmark and mini-Map.
 2. Opportunity to distribute one (1) co-branded 4x6 piece at the Cal 1 Card office
 3. Opportunity to distribute flyers and other promotional materials at Cal Housing office.

- e. On-Site
 - 1. Opportunity to staff a table at a proximate location to any location where the Cal 1 Card is tabling up to six (6) times per year.
 - 2. Opportunity to provide a gift with the Cal 1 Card (e.g. branded lanyard) to be provided with all issued card
- 4. Exhibit B (Activities to be Supported on an Annual Basis), Section 6 (Student Affairs), is hereby amended as follows:
 - g. Recreational Sports – Caltopia
 - 1. Experiential
 - a. Exhibitor Space – Two (2) 10’x10’ exhibitor spaces located in the main exhibitor’s area; includes full operational and hospitality packages
 - b. Cal Student Street Team – The Cal Student Street Team will be available to distribute promotional information during the event
 - c. Business to Business – Invitation to develop a fully integrated business-to-business strategy with over 100 participating sponsors and exhibitors
 - 2. Digital
 - a. Social Media Postings – Bank of the West will be recognized as the Official Bank of the event on all social media postings via Facebook, Twitter, and Instagram
 - b. Social Media Advertising – Two (2) geo-targeted advertisements via Facebook. Includes selected image and company name
 - c. Event Website – Name and hyperlink included on website
 - 3. Print
 - a. Event Guide – Two (2) full-page color advertisements in the official event guide, includes circulation in additional electronic version
 - b. T-shirt publication – Logo placement on approximately 4,000 pieces
 - 4. Signage
 - a. One (1) 3’x10’ banner placed by Recreational Sports at the event
 - i. Bank of the West to provide banner

h. Golden Bear Orientation (GBO)

1. Digital

- i. Student Email – Informational content about Bank of the West included in a resource email to incoming students in the summer prior to arrival on campus
 - i. Any editorial content created by Bank of the West is subject to approval by Student Affairs Communications
- ii. Parent Communication – Mutually agreed upon communication to parents
- iii. Move-in Website – Inclusion in “Move-in Checklist,” “Move-in FAQs,” and “Move-in Promotions” webpages
 - i. FAQ and promotion content subject to approval by Student Affairs Communications
- iv. Mobile App Banner Ad – Clickable mobile app banner ad published during expected high usage times that can direct user to in-app content or to a URL through the web browser
 - i. Advertisement to be created and designed by Bank of the West
 - ii. Ad content subject to approval by Student Affairs Communications
- v. Mobile App Campus Map – Bank of the West “pin-dropped” location added to campus map in mobile app, including branch hours and services provided

2. Experiential

- i. Move-in Bags – Opportunity to insert one useful branded item and collateral in student move-in welcome bags placed in residence hall rooms
 - i. 9,000 units required; additional units may be requested as needed on an annual basis to satisfy increased enrollment. Any quantities over 9,000 must be requested by Student Affairs six (6) months in advance.
 - ii. Production costs to be borne by Bank of the West
 - iii. Item and collateral subject to approval by Student Affairs

- ii. Resource Fair Tabling – Opportunity to table at Student Resources Fair during GBO
 - iii. Campus Tours – Inclusion of Bank of the West Student Union branch location in campus tours during GBO
 - i. Includes one- to two-sentence introduction to the branch and acknowledgment of Bank of the West as the official bank of UC Berkeley
 - ii. Includes brief walk-by with a short pause at the branch
 - iii. Does not include opportunity for bank staff to engage with students; all information to be provided by tour guide
 - iv. Tour guide script subject to approval by Student Affairs Communications
 - iv. Parent Orientation Tabling – Opportunity to table at Parent Orientation during GBO, including opportunity to distribute marketing and informational materials, as well as a branded gift to parents
 - i. Marketing and informational materials and branded gift subject to approval by Student Affairs Communications
 - ii. Production costs for the free gift to be borne by Bank of the West
 - v. Company Visits – Opportunity to host company visit sessions at Bank of the West headquarters in San Francisco during GBO to introduce groups of students to the industry, the company, and the types of career paths within the organization
 - i. Opportunity to be finalized between Student Affairs and Bank of the West in advance
 - ii. Sessions should focus on workplace and career paths rather than Bank of the West products offered to students
5. Exhibit B (Activities to be Supported on an Annual Basis), Section 17 (Specific Products to be provided by Bank of the West), is hereby amended as follows:

17. Specific Products to be provided by Bank of the West

b. Bank at Work – Employee Banking Program

Bank of the West shall offer eligible faculty and staff employed by the Campus an employee banking experience with Bank of the West through its Bank at Work Program,

with specific benefits and features as outlined in Bank of the West's Bank at Work Program (Appendix B: UC Berkeley Bank at Work Program Benefits and Features), subject to account disclosures and the schedule of fees and charges provided to the faculty or staff member at the time of account opening. Specific benefits and program features offered in Bank of the West's Bank at Work Program and the accompanying disclosure and schedule of fees and charges are subject to change based on product evolution and evaluation, and/or applicable laws, rules, and regulations. Bank of the West's Bank at Work Program will be made available to qualified applicants who meet Bank of the West's checking account and debit card eligibility requirements.

- i. Bank of the West may impose other fees and charges for its deposit products, as described in Bank of the West's disclosures and schedules of fees and charges. Bank of the West will notify University and accountholders of any changes as may be required by applicable laws, rules and regulations. Bank of the West shall notify University of such changes prior to notice to accountholders if new fees or changes in fees are to be assessed or of any increases of more than 50%.

6. Exhibit D (University Marks) is hereby deleted in its entirety and replaced with the following:

1. Primary Marks

The following Primary Marks may be used in co-branded marks or as otherwise specifically approved by the University in the manner set forth in this Agreement:

- University Partnership Program / UPP 
- Cal/Cal Script 
- Cal Alumni Association 
- ASUC Student Union 
- Berkeley Recreational Sports 
- Cal 1 Card 
- Go Bears – subject to approval by University

2. Secondary Marks

The following may only be used in association with one of the aforementioned Primary Marks or with an approved co-branded mark:

- University of California, Berkeley

3. Excluded Marks

The following University Marks are specifically EXCLUDED from use:

- Athletic Bear Mark



- Sideview (aka Silhouette or Walking) Bear Mark



- ASUC Student Union Bear Mark



- Oski



- Other “bear” University of California marks

4. Marks & Logo Use: Bank of the West may develop and use custom joint (aka co-branded) artwork (i.e., co-branded logo) that include the Primary Marks as described in this Exhibit D, subject to the Trademark Use and Co-Brand Guidelines of Exhibit E, or any subsequent Visual Design Guidelines provided by the Office of Communication and Public Affairs. Joint logo development and use shall be subject to the terms of the Agreement, including its review provisions. The joint marks may refer to Bank of the West’s relationship with the University, as described in this Agreement. Bank of the West may use the joint marks for commercial and marketing programs, subject to the provisions of the Agreement. Bank of the West shall have the right to use the joint marks in all national markets, consistent with the term of this Agreement. Bank of the West may generally use its registered trademarks depicting bears (or discrete portions thereof such as but not limited to the head of the bear) in co-branding with the University, unless the specific use would confuse a reasonable viewer into believing that an Excluded Mark is being used.

7. Exhibit G (Bank of the West Marks) is hereby deleted in its entirety and replaced with the following:

1. Bank logos





2. Cobranded logos



Official Bank of UC Berkeley



Official Bank of UC Berkeley



Official Bank of Cal Athletics

3. Text only

Bank of the West is the Official Bank of UC Berkeley

Bank of the West is the Official Bank of Cal Athletics

Bank of the West is the Official Bank of ASUC Student Union

Bank of the West is the official Bank of Cal Recreational Sports

8. Exhibit K (Lease Agreement), Section 8 (Use), Paragraph 8.1 (Use) is hereby deleted in its entirety and replaced with the following:

8. USE.

8.1 Use. The Premises shall be used and occupied only for a Bank of the West's bank branch (the "Branch") or any other use which, in University's sole opinion, is reasonably comparable, and for no other purpose. The Branch shall be open five (5) days a week and a minimum of forty (40) hours per week of operations during the Fall and Spring semesters. Bank of the West may reduce Summer and Holiday Break hours by twenty-five percent (25%) during the seven (7) days a week, for a minimum of thirty (30) hours per week. The Branch shall be closed during the UC Berkeley Energy Curtailment Period according to the dates set forth each fiscal year by UC Berkeley. Should the branch remain open, the days, times, and costs will be agreed upon by both parties. Subject to and after written notice to, consultation with, and receipt of approval from University, Bank of the West may modify the hours and days of operation of the Branch based on trends of student behavior.

9. Exhibit K (Lease Agreement) Section 8 (Use), Paragraph 8.2(b) (Compliance with Law and UC Policy) is hereby amended to include the following:

8.2

(b) Except as provided in this Section, Bank of the West shall, at Bank of the West's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Bank of the West of the Premises. Bank of the West shall also comply with the terms of the UCB Lower Sproul Redevelopment Project – MLK Lease Requirements for LEED attached as Exhibit D regarding the LEED status of the Building. If this warranty has been violated, then University shall, after written notice from Bank of the West, promptly, at University's sole cost and expense, rectify any such violation. If Bank of the West does not give to University written notice of violation of this warranty within six (6) months from the Lease Commencement Date, the correction of same shall be the obligation of Bank of the West at Bank of the West's sole cost. Bank of the West shall pay all of its employees who perform work upon the Premises, and shall require all of its contractors who perform work upon the Premises, not less than the minimum wages specified in the University's Fair Wage/Fair Work Plan.

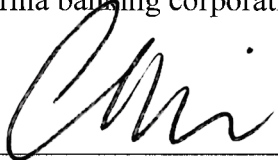
- i. The University of California Police Department will have a key to the Premises. Due to privacy and security concerns, Bank of the West will not allow the University of California Police Department to have a key to the IDF server room located on the Premises, and Bank of the West will not allow Building facilities staff to have a key to the Premises. Because of this change in policy, both parties agree that Bank of the West will be responsible for the cost of any damage to or within the Building or Premises (including but not limited to leaks in the Bank's living wall) caused by either forced entry to the Premises or delay in entry to the Premises in the case of any emergency (including any non-life-threatening emergency).

10. Except as modified or amended hereby, the terms and conditions of the Agreement shall remain in full force and effect and the obligations, liabilities, and rights of the parties herein and thereunder shall remain unchanged. Capitalized terms used in this Second Amendment shall have the same meanings as set forth in the Agreement.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties effective on the Effective Date.

BANK OF THE WEST,

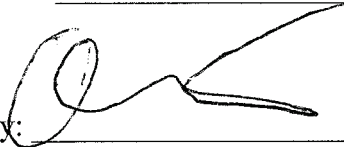
a California banking corporation

By: 

Name: Christopher Ferranti
VP, Operations Manager
Marketing and Communications

Title: _____

Date: 3/19/2020

By: 


Name: Alan Newstead

Title: Head of Sources

Date: 3/18/2020

THE REGENTS OF THE UNIVERSITY

OF CALIFORNIA, a California corporation

By:  Digitally signed by
 Eryn Hong
 Date: 2020.03.24
 13:52:19 -07'00'

Name: Eryn Hong

Title: Manager, Brand Protection and Business Projects

Date: 3/24/2020