



This Amendment 4 to Agreement #UCOP-319 ("Agreement") is entered into between The Regents of the University of California (UC) and the Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

This letter serves to extend the above referenced Agreement between the University of California and U.S. Bank. All terms and conditions shall remain the same. This renewed agreement will expire on 12/31/2024 or until such time as it superseded by a new agreement. The Agreement is hereby amended as follows:

- Section 3. (a) Term of Agreement is extended. The period of performance for this Agreement is extended to December 31, 2027.
- ATTACHMENT A STATEMENT OF WORK, Section K. [REDACTED]
- ATTACHMENT A STATEMENT OF WORK, Schedule 2 - Rebate Section 4, Performance Percentage under Schedule 2 – Table A (on page 41 of the MSA) is replaced with the following:

“4. Performance Percentage. U.S. Bank will pay UC a portion of its Net Annual Charge Volume based on the File Turn Days Payment Performance for Qualifying Agents for each Agreement Year in accordance with the table below. In the event that the average, or blended, speed of payment for all commercial card program participants under this agreement were to exceed 10 file turn days, U.S. Bank reserves the right to notify UCOP of any such speed of payment issues. In connection with any such notice, U.S. Bank may contact any participants that impact the speed of payment and work with any such participants to address any speed of payment matters. If the average, or blended, speed of payment for all commercial card program participants under this agreement is not less than 10 file turn days within 90 days of such notice, U.S. Bank may, in its sole discretion, revise the financial offer.

Speed of Payment Incentive

File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage
[REDACTED]							

- ATTACHMENT A STATEMENT OF WORK, Schedule 4 – Incentive Payment Opportunity, D. Optional Agreement Extension Incentive (on page 52 of the MSA) is deleted in its entirety and replaced with the following:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- ATTACHMENT A STATEMENT OF WORK, Schedule 4 – the following is added and incorporated into the Agreement at and as section E (Additional Agreement Extension Incentive):

“E.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- ATTACHMENT A STATEMENT OF WORK, Section L. Card Product Fees, Rebates and Incentive Programs:

\*SCHEDULE 1 – CARD PRODUCT FEES is hereby deleted in its entirety and replaced with the following:

**\*SCHEDULE 1- CARD  
PRODUCT FEES**

CARD PRODUCT FEES	
Description	Fee
Annual Card Fee	[REDACTED]
Delinquency Fee	
Corporate Cards & Account Ancillary Products	
Not Paid by Due Date on the entire Past Due Balance	[REDACTED]
Not Paid by Each Subsequent Billing Cycle on the entire Past Due Balance	[REDACTED]
*Minimum Late Fee	[REDACTED]
Purchasing Card & Account, One Card& Account and Ancillary Products	
Not Paid by Due Date on the entire Past Due Balance	[REDACTED]
Not Paid by Each Subsequent Billing Cycle on the entire Past Due Balance	[REDACTED]
Minimum Late Fee	[REDACTED]
ATM/Cash Fee	
Transaction Fee	[REDACTED]
Minimum Fee	[REDACTED]
Maximum Fee	[REDACTED]
**Expedited Card Delivery Fee, per delivery	[REDACTED]
Cardholder Rewards Programs (optional)	
Executive Cards	[REDACTED]
Non-Sufficient Funds Fee, per occurrence	[REDACTED]
Statement Copy Fee, each	[REDACTED]
Draft Copy, each	[REDACTED]
Foreign Transaction Fee	[REDACTED]
[REDACTED]	
Electronic Attachment Utility™.	[REDACTED]

Note:

1. [REDACTED]
2. [REDACTED]

\*SCHEDULE 1 – CARD PRODUCT FEES is UC\_U.S. Bank Confidential, and not to be disclosed.


All other terms and conditions will remain in place.

Please indicate your acceptance of this renewal by signing below and returning to me at [robert.stueber@ucop.edu](mailto:robert.stueber@ucop.edu) or via U.S. mail.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of the date of countersignature.

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA**

  
\_\_\_\_\_  
(Dec 11, 2023 10:46 PST)  
(Signature)

\_\_\_\_\_  
(Printed Name)


**AVP and Chief Procurement Officer**

\_\_\_\_\_  
(Title)  
Dec 11, 2023

\_\_\_\_\_  
(Date)

**U.S. Bank**

ZGS  
ZGS

  
\_\_\_\_\_  
(2:24 CST)  
(Signature)

\_\_\_\_\_  
(Printed Name)

**CFO Corporate Payments Group**

\_\_\_\_\_  
(Title)  
Dec 7, 2023

\_\_\_\_\_  
(Date)