



## UNIVERSITY OF CALIFORNIA - LOS ANGELES ALL-SPORT AGREEMENT

THIS AGREEMENT is made and entered into by and between The Regents of the University of California ("UNIVERSITY"), by and on behalf of the Los Angeles campus' ("UCLA") Department of Intercollegiate Athletics only, having its principal administrative office at the J.D. Morgan Center, 325 Westwood Plaza, Los Angeles, CA 90095, and NIKE USA, Inc., an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 ("NIKE").

### RECITALS

WHEREAS, UNIVERSITY fields and maintains nationally recognized intercollegiate athletic programs (and retains the coaches and staff in connection therewith) and owns all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logos, and other recognized references to UCLA or its intercollegiate athletic programs; and

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related equipment and accessories, and desires to support UCLA's intercollegiate athletic programs as described below;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, NIKE and UNIVERSITY agree as follows:

#### 1. DEFINITIONS.

For purposes of this Agreement, the following definitions apply:

- (a) "Athletic Department" means the UCLA Department of Intercollegiate Athletics.
- (b) "Coach" means an individual employed during the Term (as defined below) of this Agreement to act as a head coach of a Covered Program.
- (c) "Coach Property(ies)" means a Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of identification used by such Coach in connection with the promotion of the UCLA-NIKE sponsorship and in accordance with the terms of this Agreement and Coach's employment agreement.
- (d) "Conference" means the Pac-12 Conference, Mountain Pacific Sports Federation (MPSF) and such other intercollegiate athletic conference(s) of which UCLA is a member or in which a Covered Program competes.
- (e) "Contract Year" means each consecutive 12-month period from July 1 through June 30 during the Term.
- (f) "Covered Program(s)" means any and all NCAA Division I varsity intercollegiate athletic teams fielded by UCLA during the Term, which, as of the date of this Agreement, includes: baseball; basketball (men's and women's); beach volleyball; cross country (men's and women's); football; golf (men's and women's); gymnastics (women's); rowing (women's); soccer (men's and women's); softball; swim and dive;

tennis (men's and women's); indoor track & field (men's and women's); outdoor track & field (men's and women's); volleyball (men's and women's); water polo (men's and women's) and such other varsity programs as may be added by UCLA during the Term.

- (g) "Covered Program Activity" means the official games, practices, trainings, exhibitions, events and public appearances of a Covered Program, in which any Team member, Coach or Staff member appears as an official representative of the Covered Program or Athletic Department.
- (h) "Flagship Program(s)" means each and any of UCLA's football, men's basketball and women's basketball programs.
- (i) "NCAA" means the National Collegiate Athletic Association (or any successor organization with similar governing authority over collegiate athletics).
- (j) "NIKE Group" means NIKE USA, Inc., NIKE Retail Services, Inc., their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (k) "Performance Apparel" means all apparel that has unique construction (e.g., compression gear) or fabrications (e.g., moisture-wicking) that assist the wearer during sport, exercise or general athletic tasks in all types of weather, but excluding heavy outerwear and rainwear. In order to constitute "Performance Apparel," the special characteristics must also be marketed as a feature of the product through hangtags, jock tags, or other labels on the product.
- (l) "Products" means:
  - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches or Staff wear while participating in a Covered Program Activity;
  - (2) all authentic competition apparel consisting of uniforms, sideline or courtside jackets, polos, sweaters, pants, shorts and shirts, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, "base-layer" apparel (including padded and non-padded compression products) and similar apparel, cheer and dance squad apparel, practicewear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches or Staff wear while participating in a Covered Program Activity;
  - (3) all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, t-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, on-field quarterback hand-towels (but specifically excluding all other sideline hand-towels), receiver's and linemen's gloves, sleeves (e.g., single or double arm protective sleeves), weight training gloves, elbow and knee pads (collectively, "Accessories") that members of any Team, Coaches or Staff wear or use while participating in a Covered Program Activity;
  - (4) sports equipment including inflatables, protective equipment, protective eyewear, eyewear with performance attributes and sunglasses, body-worn (or handheld) activity tracking/monitoring devices and watches, and such other equipment as NIKE may add to its product lines at any time during the term of this Agreement (subject to the provisions of Paragraph 16) (collectively, "Equipment"), but

specifically excluding football helmets, volleyballs, golf clubs, golf balls, baseball and softball bats, and baseball and softball batting helmets.

- (m) "NIKE Products" means all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Jordan, Converse) now or later owned or controlled by NIKE (collectively, "NIKE Marks") appear.
- (n) "Staff" means, collectively, all assistant coaches, strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ball persons, etc.) employed by UCLA within the Athletic Department during the Term to provide services to any Covered Program.
- (o) "Team" means that group of student athletes attending UCLA during the Term and then comprising the roster of each Covered Program.
- (p) "UCLA Marks" means the names, nicknames, mascots, identifications, trademarks, service marks, logos and symbols, trade dress, and any other recognized reference to UCLA or its Covered Programs.

## 2. TERM.

This Agreement is effective as of the date of last signature below and shall remain in full force and effect for a period of six full Contract Years, commencing July 1, 2021 and ending June 30, 2027 (or eight full Contract Years, ending June 30, 2029, if NIKE exercises its option in Paragraph 15(a)), unless sooner terminated or extended in accordance with the terms and conditions hereof (the "Term").

## 3. GRANT OF ENDORSEMENT RIGHTS, PRE-EXISTING AGREEMENTS.

UNIVERSITY hereby grants to NIKE, NIKE, Inc., and NIKE Innovate C.V., and their successors and assigns, and such NIKE entities hereby accept:

- (a) The designation as "the exclusive supplier of athletic footwear, apparel and accessories of [the University of California Los Angeles/UCLA]", "the official athletic footwear and apparel sponsor of [each Covered Program]", the "official athletic footwear sponsor of [each Covered Program]" and such similar designations as the parties may agree upon in writing (collectively, the "Designations"); and
- (b) The right to utilize (subject to the terms and conditions of this Agreement) the UCLA Marks, Coach Properties and Designations worldwide, in any media, platform or technologies now known or later created, in connection with NIKE's sponsorship of the Covered Programs, which may be reflected in the advertising, marketing and promotion of NIKE Products and the NIKE brands. Such rights shall specifically include the following:
  - (1) The exclusive right to supply Products to the Covered Programs and to use the Designations;
  - (2) To the extent permitted by Paragraph 4, the right to manufacture, sell and market NIKE Products bearing or incorporating UCLA Marks and to conduct promotions with and through NIKE retail accounts; and
  - (3) The right to use game photographs, videotape and film footage of any and all Covered Programs subject to applicable UNIVERSITY, Athletic Department, Conference and NCAA rules and regulations with respect to the depiction of student athletes. At NIKE's request, UNIVERSITY shall permit NIKE to utilize,

consistent with this Paragraph 3, UCLA game photographs and footage (where owned or controlled by UNIVERSITY), without a use fee, other than reasonable search and edit charges. To the extent that such materials are not controlled by UNIVERSITY, UNIVERSITY shall provide reasonable (non-financial) assistance as NIKE may request in obtaining access to, and approval of, such third party materials.

(c) NIKE acknowledges that UNIVERSITY is party to certain pre-existing contracts or supply arrangements with respect to product supply as set forth on Schedule B, and NIKE agrees that such contracts or arrangements may be maintained and extended or replaced (unless otherwise noted on Schedule B) during the Term, and doing so shall not constitute a breach of this Agreement; provided no such agreement or arrangement can be replaced by another supplier that is a company or brand well-known to the public as a footwear or athletic apparel company or brand, and any changes to the products supplied shall be subject to NIKE's prior written approval, not to be unreasonably withheld. Such designation shall be used to identify NIKE as the exclusive supplier of certain Products (as provided herein), but shall not constitute an endorsement of NIKE, its products or services.

#### 4. RETAIL LICENSING RIGHTS.

It is the parties' intent that Associated Students UCLA ("ASUCLA") and NIKE will enter into, and maintain in full force and effect throughout the Term, a retail license agreement setting forth the terms for NIKE's manufacture and sale of retail NIKE Products bearing UCLA Marks (the "Retail License Agreement"). To that end, UNIVERSITY shall introduce NIKE to representatives of ASUCLA with whom NIKE shall negotiate the Retail License Agreement. UNIVERSITY agrees to reasonably support and facilitate such negotiations between NIKE and ASUCLA. The parties acknowledge that ASUCLA and NIKE have previously agreed the labor standards that will apply to the Retail License Agreement, a copy of which is attached here as Schedule C and will be incorporated into the Retail License Agreement. Notwithstanding the foregoing, UNIVERSITY acknowledges that no royalty shall be payable on Products provided by NIKE pursuant to this Agreement for UNIVERSITY, Team, Coach or Staff use.

#### 5. NIKE'S PRODUCT CONSIDERATION.

(a) In partial consideration for the rights granted under this Agreement, each Contract Year UNIVERSITY (on behalf of UCLA's Athletic Department) shall be entitled to order directly from NIKE and receive the below-indicated amounts of NIKE Product for use by (or in connection with) the Covered Programs, Covered Program Activities and such other purposes as UCLA's Athletic Director (or authorized representative) may deem appropriate to support the relationship between UNIVERSITY and NIKE. The aggregate retail value (as of the date of the order) of supplied product that UNIVERSITY may order for each Contract Year is set forth in the table below (each, an annual "Annual Product Allotment"). Such orders of NIKE Product shall include game and practice uniforms, competition inflatables, and footwear for use by the Covered Programs.

Contract year	Annual Product Allotment
1st Contract Year (2021-22)	\$9,500,000
2nd Contract Year (2022-23)	\$6,500,000
3rd Contract Year (2023-24)	\$6,625,000

4th Contract Year (2024-25)	\$6,750,000
5th Contract Year (2025-26)	\$6,875,000
6th Contract Year (2026-27)	\$7,000,000
Option Year 1 (2027-28)	\$7,125,000
Option Year 2 (2028-29)	\$7,250,000

UNIVERSITY shall be permitted to carry over a maximum of \$200,000 (retail value) (unless a greater amount is otherwise approved in writing by NIKE, approval not to be unreasonably withheld) of unordered Annual Product Allotment from one Contract Year to the immediately subsequent Contract Year, provided it confirms in writing such desire (and the intended amount of carryover) no later than April 1 of the Contract Year from which the carryover will be taken. Any unordered Annual Product Allotment not carried over or, if carried over, not used in the immediately subsequent Contract Year, shall be forfeited.

- (b) UNIVERSITY may elect to adjust Base Compensation (payable pursuant to Paragraph 11(a)) and the Annual Product Allotment (but in no event any carryover amount) applicable to any Contract Year as follows: UNIVERSITY may increase its Base Compensation and reduce its Annual Product Allotment on a 1:3 ratio up to a maximum of 25% (unless a greater amount is otherwise approved in writing by NIKE) of the Annual Product Allotment scheduled in Paragraph 5(a). For example, in the first Contract Year, UNIVERSITY could decrease the Annual Product Allotment by up to \$2,375,000 (i.e., 25% of \$9,500,000) and increase Base Compensation for the same Contract Year by 1/3 of the decrease (i.e., up to \$791,667). UNIVERSITY must notify NIKE in writing of any such election by March 1 of the applicable Contract Year, and any increased Base Compensation shall be paid by NIKE within 60 days of UNIVERSITY's notification date.
- (c) NIKE's Jordan Brand will outfit UCLA's football and men's and women's basketball programs (from the Annual Product Allotment above).

6. PRODUCT ORDERING, DELIVERY & LOGO USE ON PRODUCT; APPROVALS.

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be as reasonably specified by the UNIVERSITY and consistent with NIKE's overall product marketing strategy. NIKE shall propose styles each year, sufficiently in advance, to allow UNIVERSITY adequate time for consideration, and any depiction of UCLA Marks on Products shall be subject to UNIVERSITY's prior written approval, in each instance.
- (b) If in any Contract Year UCLA's Athletic Department requires additional NIKE Products in excess of that provided by its Annual Product Allotment, UNIVERSITY (on behalf of UCLA's Athletic Department) may order and purchase such additional quantities of NIKE Products at NIKE's published wholesale prices, subject to availability and NIKE standard account sales terms and conditions. Except as otherwise described in this Agreement, in no event shall UNIVERSITY purchase any Products for Covered Program use (or use by any UNIVERSITY-operated camp or clinic associated with a Flagship Program) from any third-party without NIKE's approval. All Products to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Any shipping costs, returns or restocking fees for Products ordered pursuant to the Annual Product

Allotments shall be covered by NIKE and not count toward such product allotment(s). Only properly submitted orders from UCLA's Athletic Director or any authorized representative of UCLA's Athletic Director will be filled by NIKE.

- (c) UNIVERSITY acknowledges that Products ordered pursuant to the Annual Product Allotments shall be delivered to UCLA generally one month prior to the start of the regular season for each Covered Program and that such Products must typically be ordered 9-12 months in advance of each season to ensure timely delivery. As long as UNIVERSITY places all orders by the October 1 preceding any Contract Year (or later date if mutually agreed), the Annual Product Allotment for each Covered Program shall be delivered to UCLA by the following dates during such Contract Year:

Football	
Basics	July 1
Uniforms	August 1
Basketball	
Basics	July 1
Uniforms	October 1
All other Fall Athletic Programs	
Basics	July 1
Uniforms	August 1
All Spring Athletic Programs	
Basics	July 1
Uniforms	December 1

Notwithstanding the foregoing, if approved in writing by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of intended actual use. Further, UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a written, mutually agreed priority schedule. (By way of example, for football Product, footwear and practicewear would be delivered by July 1, game uniforms by photo day, and cold weather wear by October 1.)

- (d) UNIVERSITY acknowledges that the placement of the NIKE (or Jumpman) logo, as it is currently permitted by the NCAA and now placed by NIKE (in terms of size, location placement, color contrast/prominence and number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that has the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on products as such logo now appears and is permitted by current relevant NCAA rules or regulations, including NCAA Rule 12.5.4. UNIVERSITY further acknowledges that nothing in this subparagraph shall be construed as a restriction of any right of NIKE to avail itself of more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be permitted under NCAA, Conference or other applicable rules (including by any subsequent relaxation of such rules).

7. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis (subject to Paragraph 3(c)) to all Covered Programs (including Jordan Brand products available on an exclusive basis to the Flagship Programs) to be worn and used by Team members, Coaches and Staff during Covered Program Activities during which Team members, Coaches and Staff wear or use Products. UNIVERSITY shall require Coaches, Team members and Staff to wear and use exclusively NIKE Products during such Covered Program Activities.

Notwithstanding the foregoing, NIKE acknowledges and agrees that:

- (1) other than UNIVERSITY-operated sports camps and clinics associated with a Flagship Program, UNIVERSITY will inform Coaches that their sports camps and clinics shall have the option to use generic t-shirts (i.e., non-NIKE) that do not bear any externally visible manufacturer/maker identification and provided they are not sourced from any manufacturer or seller of athletic footwear;
- (2) Team members, Coaches and Staff may wear non-athletic footwear and apparel (e.g., business attire), as appropriate, in connection with Covered Program Activities and the election to not wear NIKE Product for such activities shall not constitute a breach of this Paragraph.

NIKE shall not be liable to UNIVERSITY, any Coach, Staff or Team member for any injury or damage suffered from wearing or using NIKE Products, except injury or damage resulting directly from NIKE's negligence. *UNIVERSITY specifically waives, only as against NIKE, all express warranties, and implied warranties of merchantability or fitness for a particular purpose, and acknowledges that no NIKE warranties run with any Product re-sold by UNIVERSITY in violation of Paragraph (e)(3) below.*

- (b) UNIVERSITY shall ensure that no Team member, Coach or Staff member:
- (1) alters or permits the alteration of any NIKE Product worn or used by them to resemble a non-NIKE Product; or
- (2) wears any non-NIKE Product altered to resemble a NIKE Product.
- (c) UNIVERSITY shall ensure that no Coach, Staff or Team member wears or uses any athletic footwear, or other Products, manufactured by companies other than NIKE except as expressly permitted herein.
- (d) UNIVERSITY acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE footwear worn by Team members during practices, games, exhibitions, clinics, sports camps and other occasions during which Team members wear athletic shoes, is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. Notwithstanding the foregoing, isolated spatting or taping as is deemed medically necessary, for example in instances where a player is injured during competition and the in-game determination is made that the player can continue to play only if the player's ankle (and connected body parts) and shoe are taped-over, shall not be deemed a breach of this Agreement.
- (e) UNIVERSITY shall not (1) permit any trade name, trademark, name, logo or any other identification other than NIKE (including Jordan), UNIVERSITY, the Conference, or the NCAA, unless approved by NIKE, to appear on NIKE Products worn or used by Coaches, Staff or Team members, (2) permit any third party to screen print upon, or

otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members, or (3) re-sell any Product provided pursuant to this Agreement except through an on-campus "tent" sale, "garage" sale or the like and in no event shall Product be sold to liquidators, jobbers, distributors or any other individual or entity in the trade.

- (f) If after having used NIKE footwear, a player shall at any time suffer any lower body pain or discomfort attributable to such footwear which materially affects such player's performance, and is verified in writing by the Team's physician, UNIVERSITY shall promptly notify NIKE of such occurrence. Upon receipt of such notice, NIKE shall diligently seek to address such player's lower body pain or discomfort and UNIVERSITY shall fully cooperate with NIKE in its efforts to satisfy such player's special footwear requirements, including using UNIVERSITY's reasonable efforts to encourage such player to fully cooperate with NIKE's remedial efforts and by facilitating such cooperation by the player. To the extent permissible under applicable NCAA and UNIVERSITY rules and regulations, such facilitation by UNIVERSITY may include, but shall not be limited to, requesting that the player: (i) make himself or herself available to be examined by a UNIVERSITY podiatrist or other qualified physician or health care provider to support NIKE in determining and verifying the nature and extent of the player's lower body pain or discomfort connected with the use of such NIKE footwear, (ii) make himself or herself available to NIKE for design consultations and/or tests conducted by NIKE's footwear research and design personnel to determine any special requirements of player's foot characteristics, (iii) wear-test customized footwear developed by NIKE to meet such special requirements, and (iv) provide NIKE with product feedback, as requested by NIKE, concerning player's findings with respect to such wear-testing (collectively, "Remedial Efforts"). During the period NIKE is engaged in Remedial Efforts, NIKE shall directly furnish player with footwear of his or her choice (produced by any manufacturer whatsoever, and at NIKE's expense) but with all visible manufacturer's identification removed or otherwise covered so as to completely obscure such manufacturer's identification. If notwithstanding Remedial Efforts, a player is still unable to wear NIKE footwear, then such player shall be permitted to wear non-NIKE footwear provided all visible manufacturer's identification is removed or otherwise covered so as to completely obscure such manufacturer's identification.

#### 8. PROMOTIONAL APPEARANCES.

In connection with the promotion of NIKE Products and the NIKE brands, each Contract Year, upon reasonable prior notice and subject to any coaching commitment, if requested by NIKE, UNIVERSITY shall make the Coach of each Covered Program available for up to two personal appearances on behalf of NIKE. No single appearance shall exceed 24 hours in duration, including travel time, unless otherwise agreed in advance. Such appearances may include photo shoots, production sessions related to filming commercials, video productions or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. UNIVERSITY shall receive no additional compensation for such appearances. NIKE shall pay all reasonable and necessary documented out-of-pocket expenses of each Coach in connection with any appearance hereunder.

## 9. NIKE SPONSOR BENEFITS.

Throughout the Term, in connection with the Covered Programs, UNIVERSITY shall provide NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

- (a) NIKE shall receive tickets to home games (and neutral site or away games as indicated below) for each Covered Program in accordance with the following:

PROGRAM	No. TICKETS*
Football (regular season)	8 tickets
Each football conference championship game	8
Each football bowl game (including each College Football Playoff Game)	12**
Men's Basketball (regular season)	6 tickets
Men's Basketball Conference Tournament	8** (per round, adjacent seats)
Men's Basketball NCAA Tournament	8** (per round, adjacent seats)
Women's Basketball Conference Tournament	4** (per round, adjacent seats)
Women's Basketball NCAA Tournament	4** (per round, adjacent seats)
Other Covered Programs Ticketed Programs	4 tickets (adjacent seats) when requested at least one week in advance.
<p>* UNIVERSITY shall make best efforts to ensure that all football tickets are best available/lower level, all basketball tickets are best available, and tickets for all other programs are "best available." Tickets provided under this subparagraph are only required for games in which a UCLA Team participates, may not be made available for re-sale, and can be broken into sets of 4 seats at UCLA's discretion.</p> <p>** Ability to purchase up to 8 additional tickets at face value for each such game in which a UCLA Team participates.</p>	

- (b) At each home football and basketball game, mutually agreed in-game P.A. announcements and electronic board messages recognizing NIKE/Jordan as the exclusive Products supplier and sponsor of UCLA's athletic program.
- (c) Prominent NIKE/Jordan name and logo recognition in all football-related publications or other media published by UNIVERSITY, on behalf of UCLA.
- (d) During regular season home games of the football program, UCLA will make available opportunity to purchase through IMG/Rose Bowl, a suitable, high-traffic, location within the football stadium at which NIKE/Jordan may, at its option and expense, set up a display and promote NIKE/Jordan Products during home football games.
- (e) One full-page NIKE/Jordan sponsor acknowledgment (camera-ready acknowledgment to be produced and provided by NIKE/Jordan at its cost) in the home, regular season football game day program.
- (f) In addition to the above, UNIVERSITY shall afford NIKE/Jordan advance notice and the opportunity to consider participation in any and all additional sponsorship opportunities, in any media, which become available during the Term.

All copy and graphics proposed for display by NIKE are subject to approval by UNIVERSITY. All such recognition is subject to and shall comply with NCAA and Conference rules and regulations.

## 10. DESIGN &amp; MARKETING CONSULTATION.

- (a) UNIVERSITY acknowledges NIKE's industry leadership in the design of performance products and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation are a material inducement to UNIVERSITY's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs like UNIVERSITY's and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon reasonable request by NIKE, UNIVERSITY shall require designated Coaches and Staff to provide NIKE with written or oral reports as reasonably requested concerning the NIKE Products supplied to each through NIKE's product development and testing program. Such reports may address the fit, wear characteristics, materials and construction techniques of such Products.
- (b) UNIVERSITY acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brands and particular Product models and styles. Accordingly, UNIVERSITY shall require the use, in practices and games, by such Teams as NIKE may request, such specific models or styles of NIKE Products as NIKE may designate from time-to-time. UNIVERSITY further acknowledges that this undertaking is a material term and is of the essence of this Agreement.

## 11. CASH COMPENSATION.

NIKE shall pay UNIVERSITY the following cash compensation (subject to Paragraphs 5(b), 17 and 19) (11(a) and (b) collectively, the "Cash Compensation"):

- (a) Base Compensation. In partial consideration of the rights granted under this Agreement, each Contract Year NIKE shall pay UNIVERSITY "Base Compensation" in the amount set opposite the indicated Contract Year below, to be paid in equal semi-annual installments on January 1 and June 1.

Contract Year:	Base Compensation
1st Contract Year (2021-22)	\$500,000
2nd Contract Year (2022-23)	\$500,000
3rd Contract Year (2023-24)	\$500,000
4th Contract Year (2024-25)	\$500,000
5th Contract Year (2025-26)	\$500,000
6th Contract Year (2026-27)	\$500,000
Option Year 1 (2027-28)	\$500,000
Option Year 2 (2028-29)	\$500,000

- (b) Performance Bonuses. NIKE shall pay UNIVERSITY cash bonuses as set forth on Schedule A for the indicated performance bonuses achieved by the Covered Program during any Contract Year, each such bonus to be paid within 30 days of NIKE's receipt of written notification from UNIVERSITY that such bonus has been earned. Notwithstanding the foregoing, UNIVERSITY acknowledges that if it is subject to sanctions in which any of the accomplishments resulting in a bonus is vacated,

UNIVERSITY shall be required to return to NIKE any performance bonus paid for such vacated accomplishment within 60 days of notice from NIKE (or, if UNIVERSITY so elects, NIKE may offset such amounts against future cash payments due to UNIVERSITY).

12. ADDITIONAL CONSIDERATION & TERMS.

- (a) NIKE shall offer summer internships to two UCLA students each Contract Year. Such interns will be selected by NIKE from among candidates nominated by UNIVERSITY, each of whom must meet NIKE's minimum standards for consideration and selection. As consideration, the participating students shall receive a salary at NIKE's prevailing rate of pay for such position. NIKE shall be solely responsible for complying with all federal and state wage, tax withholding and reporting obligations for any salary paid to such students. Students applying for intern positions must comply with all timelines and other procedures established by NIKE.
- (b) During the Term, UNIVERSITY shall be entitled to order from NIKE and receive up to \$200,000 (retail value) in NIKE Products for use in connection with UNIVERSITY's "community" initiative as mutually agreed. The exact styles, sizes, delivery dates and, where appropriate, quantities of the NIKE Products supplied under this Paragraph shall be mutually determined and subject to availability.
- (c) Each Contract Year during the Term, NIKE shall offer an opportunity to host a group of selected UCLA students (10 – 15) at its campus headquarters for an educational experience regarding sustainability practices. NIKE's obligation shall be limited to providing programming and a meal for selected participants. All other costs shall be at UNIVERSITY's expense.

13. ADVERTISING AND PROMOTIONAL APPROVALS.

- (a) If NIKE (as opposed to consumers through consumer-generated content) desires to use the UCLA Marks in any externally facing materials (e.g., advertising or promotional materials) NIKE shall first submit a sample or the concept of the proposed materials to UNIVERSITY in writing (email sufficient) for approval by UNIVERSITY's authorized designee. UNIVERSITY shall use its reasonable efforts to advise NIKE of its approval or disapproval of the sample or concept within five business days of its receipt thereof. UNIVERSITY's approval, or disapproval, shall be given in writing (email sufficient). If a submission is disapproved, UNIVERSITY's written notice shall set forth in reasonable detail the basis for such disapproval. Any submitted item that has not been approved within ten business days of receipt by UNIVERSITY shall be deemed disapproved; in such case, NIKE covenants that it will not proceed with the proposed use. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and UNIVERSITY's further approval.
- (b) In the event UNIVERSITY desires to use the NIKE Marks in any materials (e.g., advertising or promotional materials), UNIVERSITY shall first submit a sample or the concept of the proposed materials to NIKE in writing (email sufficient) for approval by NIKE's authorized designee. Any submitted item that has not been approved within ten business days of receipt by NIKE shall be deemed disapproved. In such case, UNIVERSITY covenants that it will not proceed with the proposed use. Once a submitted sample or concept is approved, UNIVERSITY shall not depart therefrom in any material respect without re-submission of the item and NIKE's further approval.

## 14. DEVELOPMENT OF NEW LOGO &amp; TRADEMARK OWNERSHIP.

- (a) If UNIVERSITY desires to develop an additional trademark, service mark, symbol, character or logo representing UCLA's Athletic Department or a Covered Program (collectively, "New Logo"), UNIVERSITY shall notify NIKE in writing of such intention and agrees to meet with NIKE, upon NIKE's request, to discuss in good faith use of NIKE's services to design such New Logo. Such discussions must occur prior to UNIVERSITY engaging with any third party to provide design services. If UNIVERSITY and NIKE elect to have NIKE undertake a New Logo design assignment, NIKE shall provide its design services at no expense to UNIVERSITY as provided below. In the event NIKE designs a New Logo and it is approved by UNIVERSITY, UNIVERSITY shall be the sole owner of all right, title and interest in and to the New Logo, as a new UCLA Mark and a work-made-for-hire, but NIKE shall have the exclusive right during the Term to develop, promote, market and sell Products bearing the New Logo (in accordance with the Retail License Agreement), including replica items of Authentic Competition Apparel (subject to the terms in this Agreement governing the use of UCLA Marks). In such case, UNIVERSITY covenants that it will not, during the Term, use or license, or otherwise permit any third parties to use, the New Logo on or in connection with Products, UNIVERSITY acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UNIVERSITY without UNIVERSITY's prior approval, in consultation with ASUCLA.
- (b) NIKE recognizes the value of the UCLA Marks and acknowledges that the goodwill attached thereto belongs to UNIVERSITY and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UCLA Marks.
- (c) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

## 15. OPTION TO EXTEND, RIGHTS OF FIRST DEALING AND FIRST REFUSAL, CONTRACT EXTENSION.

- (a) NIKE shall have the option, exercisable in its sole discretion, to extend this Agreement for an additional two Contract Years (i.e., July 1, 2027 to June 30, 2029) upon written notice to UNIVERSITY provided no later than January 1, 2026.
- (b) At NIKE's request, UNIVERSITY shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an extension or renewal agreement if they cannot settle on mutually satisfactory terms. Prior to March 31, 2026 (or March 31, 2028 if NIKE exercises its option in subparagraph (a) (the "Exclusive Negotiating End Date"), UNIVERSITY shall not engage in discussions or negotiations with any third party with respect to the supply of Products to or sponsorship of any Covered Program after the Term ("Product Supply/Sponsorship").
- (c) Throughout the Term, and for a period of 90 days thereafter, NIKE shall have the right of first refusal for any Product Supply/Sponsorship as follows: If UNIVERSITY receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date (but within the period of NIKE's right of first refusal) with respect

to any Product Supply/Sponsorship, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third-party offer in the form of a true and complete copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have 15 business days from the date of its receipt of such true copy of the third-party offer to notify UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UNIVERSITY within such 15-business-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-business-day period, UNIVERSITY may thereafter consummate an agreement with such third party on the terms of the offer made to UNIVERSITY and presented to NIKE. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any Product Supply/Sponsorship.

16. RIGHTS FOR NEW PRODUCTS.

From time-to-time during the Term, NIKE may add to its product line one or more items of sports equipment. If at any time during the Term NIKE has a bona fide intention to expand its product line by adding any such item(s), then NIKE may give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate opportunity to sample and field test the new item(s). UNIVERSITY agrees (subject to the Athletic Director's and Coach's satisfaction as to quality and suitability) that if UNIVERSITY has not already entered into or substantially negotiated a product supply or sponsorship agreement with respect to such item(s) for the applicable Covered Program (including as provided in Paragraph 3(b)), it will not do so during the 180-day period next following the date on which UNIVERSITY receives such written notice from NIKE. If during such 180-day period, NIKE notifies UNIVERSITY that an item is commercially available, then (subject to the Athletic Director's and Coach's satisfaction as to quality and suitability and subject to mutually acceptable additional compensation) such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) and "NIKE Products" as defined in Paragraph 1(o) and covered in all pertinent respects by the terms hereof and for the balance of the Term UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, NIKE shall supply UNIVERSITY with mutually agreed reasonable quantities of such new Product item(s) and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and Staff members for use pursuant to the terms of this Agreement. Moreover, should any pre-existing contracts or supply arrangement (listed in Schedule B) expire, NIKE and UNIVERSITY shall discuss an appropriate increase the Annual Product Allotment (if any) to ensure the applicable Covered Program(s) receive sufficient Products going forward.

17. RIGHT OF REDUCTION, SET-OFF.

(a) UNIVERSITY acknowledges that the principal inducements for NIKE's entrance into this Agreement are: (i) the wide-spread national television and other media exposure that the Flagship Programs annually receive, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE (or Jumpman) logo, as it currently appears (in terms of size, location placement, color prominence and number), on Authentic Competition Apparel and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year a Flagship

Program is banned from television appearances or if, for any reason, NIKE's logo placement rights are substantially diminished (in terms of size, location placement, color prominence or number), in lieu of NIKE's exercise of its termination right under Paragraph 19, for such Contract Year NIKE shall have the right to implement a reduction in UNIVERSITY's scheduled Cash Compensation, up to the maximum reductions indicated below:

PROGRAM	% REDUCTION
Football	35%
Basketball (M)	35%
Basketball (W)	35%

If NIKE logo exposure rights are diminished in a manner other than as enumerated above, NIKE shall have the right to in good faith equitably reduce scheduled Cash Compensation to be paid UNIVERSITY going forward taking into account the nature and extent of the diminution of rights.

- (b) UNIVERSITY further acknowledges that (i) a principal inducement for NIKE's entrance into this Agreement is the exposure that the NIKE brand receives through the prominent visibility of the NIKE Swoosh Design logo (or Jumpman or other NIKE logo) that appear on the side (and other locations) of the football shoes worn by members of the football team, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the "polishing-out, "spatting" or taping of football shoes in any manner so as to cover or obscure any portion of any NIKE (or Jumpman) logo is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement (except as specifically permitted under Paragraph 8(e)(i)). Accordingly, if members of the football team polish-out, spat, or otherwise tape their NIKE footwear, in lieu of NIKE's exercise of its termination right under Paragraph 19 (if any), NIKE in its exercise of discretion shall have the right to reduce UNIVERSITY's annual scheduled Cash Compensation (for the Contract Year in which such polishing-out, spatting or taping occurs) as follows:

- (1) For each and any game in which five or more football Team members' shoes appear on-field (in game action) polished-out, spat, or taped for any reason (other than as specifically permitted under Paragraph 7(d)) [e.g., if both of a Team member's shoes are spat then that counts as two such appearances], NIKE shall have the right to reduce UNIVERSITY's annual scheduled Base Compensation by \$5,000 per shoe (in excess of ten shoes) that has been so polished out, spat or taped, up to a maximum of \$20,000 per game; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur within the same Contract Year.
- (2) For each football Team member that shall appear on-field (in game action) with polished-out, spat, or taped footwear in any season for any reason (other than as specifically permitted under Paragraph 7(d)) after NIKE has provided UNIVERSITY with written notice of such occurrence by such Team member and provided UNIVERSITY with a reasonable opportunity to cure, NIKE shall have the right to reduce UNIVERSITY's annual

scheduled Base Compensation by \$10,000 for the next occurrence following such notice, and an additional \$10,000 for each occurrence by such Team member thereafter.

18. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY shall have the right to terminate this Agreement upon written notice to NIKE (subject to Paragraph 19(b)) if:

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UNIVERSITY of any sum due pursuant to this Agreement within 30 days following NIKE's receipt of written notice from UNIVERSITY that such payment is past due; or
- (c) NIKE is in material breach of this Agreement, which breach NIKE fails to cure within 30 days following NIKE's receipt of written notice from UNIVERSITY specifying such breach.

19. RIGHT OF TERMINATION BY NIKE.

(a) NIKE shall have the right to terminate this Agreement upon written notice to UNIVERSITY (subject to Paragraphs 19(b) and (c)) if:

- (1) UNIVERSITY is placed on NCAA probation or UNIVERSITY self-imposes sanctions, in either case relating to a Flagship Program that results in a television or postseason ban, or UNIVERSITY ceases for any reason to sponsor a Division I team in any of the Flagship Programs;
- (2) Any Coach, Staff or Team member fails to wear or use NIKE Products during Covered Program Activities, or wears NIKE Products altered in violation of the provisions of Paragraph 7; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur within the same Covered Program during the same Contract Year;
- (3) Any Coach, Staff or Team member fails to perform any material obligation provided for in this Agreement; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur within the same Covered Program during the same Contract Year;
- (4) UNIVERSITY, NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or is subject to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits or product/brand exposure contemplated by this Agreement, including (i) any substantial diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence or number) on Products or Licensed Products, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel or Equipment, or (ii) airbrushing, digitally removing, or otherwise changing NIKE identification from still photography or footage;
- (5) The value of the Agreement to NIKE is substantially impaired as a result of UCLA or any of its representatives engaging in a persistent pattern of conduct or activity (including acts or omissions) that fails to safeguard members of the UNIVERSITY community (or otherwise demonstrates contempt or disregard for such safeguarding);

- (6) UCLA, any Coach or Staff member disparages the NIKE brand or actively discourages use of NIKE Products in any manner;
  - (7) The Retail License Agreement is terminated by ASUCLA or its agent(s); or
  - (8) UNIVERSITY is in material breach of this Agreement, which breach UNIVERSITY fails to cure, within 30 days of NIKE's delivery of written notice to UNIVERSITY of any such breach.
- (b) Before either party exercises its termination rights under either Paragraph 18 or Paragraph 19(a), the parties shall first engage in good faith discussions (involving at least a Vice President from NIKE and the UCLA Athletic Director) regarding the conditions or events that represent the basis for the termination right. If the parties are unable to agree on a resolution short of termination within 21 days, the party seeking to terminate may proceed with notice of termination as provided above. For the avoidance of doubt, this Paragraph 19(b) does not entitle either party to a further cure period beyond what is provided in the applicable provisions of Paragraph 18 or Paragraph 19(a).
- (c) In the event NIKE provides written notice of termination to UNIVERSITY (in accordance with Paragraphs 19(a) and (b)) (the "NIKE Notice"), UNIVERSITY and NIKE will each continue to perform their obligations under this Agreement (subject to Paragraph 19(d) (e.g., NIKE will not owe Cash Compensation following the date of the NIKE Notice)) to the extent required to ensure that the UCLA Athletic Department and the Covered Programs are properly outfitted for a period of up to 365 days following receipt of the NIKE Notice (unless a longer period is mutually agreed). Immediately after receipt of the NIKE Notice, Paragraphs 15(b) and (c) shall be null and void and UNIVERSITY shall be free to engage in discussions with third parties regarding a replacement product supply and sponsorship agreement. UNIVERSITY shall provide NIKE with written notice as soon as a replacement partner is secured and the earliest date on which such replacement partner can assume all outfitting and servicing of the UCLA Athletic Department and the Covered Programs (which date shall be as soon as commercially reasonable but no later than 365 days following receipt of the NIKE Notice). NIKE and UNIVERSITY will discuss in good faith an appropriate transition date (with a goal toward an orderly transition as soon as commercially reasonable, while avoiding disruptions that might occur mid-season). Such transition date shall occur no later than 365 days following receipt of the NIKE Notice (unless otherwise mutually agreed) and will constitute the effective date of termination of this Agreement.
- (d) In the event of termination under this Paragraph 19 or Paragraph 18, UNIVERSITY shall not be entitled to any further compensation under this Agreement, except (i) any unpaid Cash Compensation earned prior to the effective notice date of termination (i.e., the date of the NIKE Notice in the case of subparagraph 18(a)), pro-rated over the entire Contract Year and calculated to the effective notice date of termination and (ii) any Product Consideration required to outfit the Covered Programs and set for delivery prior to the effective date of termination in accordance with Paragraph 6(c). Alternatively, NIKE shall have the right to receive from UNIVERSITY reimbursement for Cash Compensation, if any, paid in excess of the amount to which UNIVERSITY would be entitled if the Cash Compensation were pro-rated over the entire applicable Contract Year, calculated to the effective notice date of termination. Any such payment shall be due within 30 days of the date of notice of termination. For the avoidance of doubt, UNIVERSITY shall not be entitled to adjust Base

Compensation or Product Consideration in accordance with Paragraph 5(b) following the notice date of any termination without NIKE's prior written consent in its sole discretion.

20. POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason:

(a) NIKE shall have the right to:

(1) For a period of 90 days, run any non-cancelable media involving the UCLA Marks and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination; and

(2) Use, in perpetuity, game videotapes, films or photographs acquired or licensed under this Agreement for in-house exhibition for historical, educational or commemorative purposes.

(b) UNIVERSITY shall have the right to use, in perpetuity, game videotapes, films or photographs acquired or licensed under this Agreement for exhibition for historical, educational or commemorative purposes.

21. INDEMNIFICATIONS.

(a) NIKE shall defend, indemnify and hold harmless UNIVERSITY, its officers, employees and agents (each, a "UNIVERSITY Party" and collectively, "UNIVERSITY Parties") from and against all suits, actions, claims, judgments, damages, losses, liabilities, costs and expenses, but excluding attorney fees, ("Claims") incurred by any UNIVERSITY Parties arising out of or relating to: (i) NIKE's breach of any material term of this Agreement; or (ii) the acts or omissions of NIKE, or those of its employees and/or agents; provided NIKE is given prompt written notice of and shall have the option to undertake and conduct the defense of any such Claim; and further provided that any indemnity provided by NIKE shall be in proportion to and to the extent of the negligence or willful misconduct of NIKE Parties. In any instance to which the foregoing indemnities pertain, UNIVERSITY Parties shall cooperate fully with and assist NIKE in all respects in connection with any such defense, and no UNIVERSITY Party shall enter into a settlement of such Claim or admit liability or fault on the part of NIKE without NIKE's prior written approval.

(b) UNIVERSITY shall defend, indemnify and hold harmless NIKE, its directors, officers, employees, agents and assigns ("NIKE Parties"), from and against all Claims incurred by any NIKE Parties arising out of or relating to: (i) a claim that a UCLA Mark violates or infringes upon the trademark, copyright or other right of any third party; (ii) a claim that NIKE's use of any Coach Property (to the extent specifically authorized by UNIVERSITY in writing) violates the rights of publicity, right of privacy or any other right of any Coach; (iii) UNIVERSITY's breach of any material term of this Agreement; or (iv) the acts or omissions of any UNIVERSITY Party; provided UNIVERSITY is given prompt written notice of any such Claim; and further provided that any indemnity provided by UNIVERSITY shall be in proportion to and to the extent of the negligence or willful misconduct of UNIVERSITY Parties. In any instance to which the foregoing indemnities pertain, NIKE shall cooperate fully with and assist UNIVERSITY in all respects in connection with any such defense, and NIKE shall not enter into a settlement of such Claim or admit liability or fault on the part of UNIVERSITY without UNIVERSITY's prior written approval.

22. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the other party at law or in equity, such other party may be entitled to injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party.

23. NOTICES.

All notices, statements and payments pursuant to this Agreement shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service to the parties at the addresses given below, or such other addresses as either party may designate to the other. Any written notice shall be deemed to have been given at the time it is confirmed delivered.

**NIKE USA, Inc.**  
One Bowerman Drive  
Beaverton, OR 97005-6453  
Attn: Legal Dept. Contracts Specialist

**University of California Los Angeles**  
J.D. Morgan Center  
325 Westwood Place  
Los Angeles, CA 90095  
Attn: Director of Intercollegiate Athletics

24. RELATIONSHIP OF PARTIES.

The parties shall perform hereunder as independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between UNIVERSITY, or any affiliated entity, and NIKE.

25. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UNIVERSITY hereunder are personal to UNIVERSITY and shall not be assigned or delegated by UNIVERSITY. Any assignment by UNIVERSITY shall be invalid and of no force or effect and upon any such unauthorized assignment,
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group without UNIVERSITY's prior approval, which approval shall not be unreasonably withheld. Any assignment by NIKE in violation of the foregoing sentence shall be invalid and of no force or effect and upon any such unauthorized assignment.

26. WAIVER.

The failure at any time of UNIVERSITY or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

27. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted by NIKE, in such form and

substance as shall be legally valid, and shall accomplish as near as possible the purpose and intent of the invalidated provision.

28. INSURANCE.

NIKE shall maintain in effect world-wide insurance for both bodily injury and property damage liability, including product liability, in per-occurrence limits of not less than \$1,000,000 (one million dollars). Such policy(ies) shall name "The Regents of the University of California" as an additional insured, and include a severability of interest clause. NIKE shall also maintain excess liability insurance for both bodily injury and property damage liability, including product liability, with an aggregate limit of \$10,000,000 (ten million dollars). NIKE shall furnish UNIVERSITY, prior to commencing any performance hereunder, certificates of insurance identifying insurance required herein.

29. ADDITIONAL WARRANTIES.

UNIVERSITY represents, warrants and covenants that, in connection with the Covered Programs:

- (a) To the extent UNIVERSITY has control over the use by any third-party (e.g., other UNIVERSITY sponsors, broadcast partners, etc.) of any photographs or video of footage in which NIKE Products appear as actually worn/used by Team members, Coaches and Staff (e.g., game-action photos, photo day shots, television commercials featuring any Team member or Coach using or wearing Products, etc.), it shall not approve or permit such photos or video to be used with any NIKE Marks that appear therein removed, airbrushed, digitally altered, removed or otherwise obscured.
- (b) No agreement, contract, understanding or rule of any national, international or collegiate governing body exists that would prevent or limit performance of any of the obligations of UNIVERSITY hereunder.
- (c) Neither UNIVERSITY nor any Coach or Staff member is party to any oral or written agreement, contract or understanding that would prevent, limit or hinder the performance of any obligations hereunder of UNIVERSITY, Coaches or Staff, without NIKE's prior written approval.
- (d) Except as provided in Paragraph 3(c), During the Term, UNIVERSITY will not, without the prior written consent of NIKE:
  - (1) Sponsor, endorse or authorize any Coach or Staff member to sponsor, endorse or wear or use athletic footwear or other Products or running/fitness social networks designed, licensed, manufactured, branded, sold, hosted or presented by or on behalf of any manufacturer or seller of or Products other than NIKE;
  - (2) Enter into or maintain, or authorize any Coach or Staff member to enter into or maintain, any endorsement, promotional, consulting, supply or similar agreement or relationship with any manufacturer or seller of Products other than NIKE;
  - (3) Sell to any person or entity Products purchased or provided hereunder by NIKE, except for the sale of game-worn jerseys for fundraising/auction purposes or in the normal course of disposal of surplus property in accordance with Paragraph 7(e)(3);
  - (4) Permit the trade name, trademark, name, logo or any other identification of any manufacturer or seller of Products other than NIKE/Jordan to appear on signage at practices, games, exhibitions, clinics, sports camps and other official or

UNIVERSITY sanctioned Covered Program activities (including photo sessions and interviews); or

(5) Take any action inconsistent with the endorsement of NIKE Products, or authorize any Coach or Staff member to take any such action.

(e) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

30. CONFIDENTIALITY.

UNIVERSITY shall not (nor shall it authorize or cause its employees, agents or representatives to) disclose the financial or other material terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to UNIVERSITY (including information disclosed during audit), to any third party, except to The Regents of the University of California, or as may be required by law.

NIKE shall not (nor shall it authorize or cause its employees, agents or representatives to) disclose the financial or other material terms of this Agreement, or other confidential material or information disclosed to NIKE (including information disclosed during audit), to any third party, except to its directors or as may be required by law.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Any suit or action arising hereunder shall be filed in a court of competent jurisdiction within the state of California. The parties hereby consent to personal jurisdiction within the state of California and to the service of process by registered or certified mail addressed to the respective party as set forth above.

32. COMPLIANCE.

UNIVERSITY and its representatives have complied and will comply with all applicable anti-bribery and anti-corruption laws and regulations in connection with this Agreement, and have not engaged and will not engage, directly or indirectly, in the offer, payment, promise, solicitation, or acceptance of a bribe, kickback, or other improper benefit in connection with this Agreement. If UNIVERSITY or its representatives become aware of any violation (as opposed to unfounded claims) of the foregoing provision or any anti-bribery or anti-corruption laws or regulation in connection with this Agreement, UNIVERSITY shall give notice to NIKE. UNIVERSITY has undertaken and will undertake reasonable measures to ensure compliance with the foregoing provisions by UNIVERSITY and its representatives.

33. NIKE CODE OF CONDUCT.

NIKE shall manufacture all Products that bear or incorporate UCLA Marks in accordance with the NIKE Code of Conduct and applicable NIKE Code Leadership Standards, each of which are publicly available. NIKE acknowledges and agrees that the standards contained in the NIKE Code of Conduct and Code Leadership Standards meet or exceed the labor standards agreed for the Retail License Agreement attached in Schedule C.

34. INTERPRETATION.

Paragraph captions and other headings in this Agreement are for reference only and shall not describe, interpret, define or limit the scope, extent or intent or otherwise affect the interpretation of this Agreement or any provision of this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the

words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

35. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

36. EXECUTION.

This Agreement may be executed manually or by the application of digital or electronic signatures utilizing any commercially available electronic signature software tools or web site platform. Once executed, this Agreement may be delivered electronically via email attachment or web site notification and download, and any such delivery will have the same effect as physical delivery of a signed original.

37. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between UNIVERSITY and NIKE with respect to its subject matter and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE shall have no further force or effect.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date signed below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES

By:  \_\_\_\_\_

Printed Name: Martin Jarmond

Its: Director of Athletics

By:  \_\_\_\_\_

Printed Name: Michael Beck

Its: Administrative Vice Chancellor

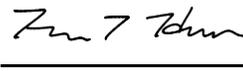
Date: Jan 28, 2021

NIKE USA, Inc.

*John Slusher*  
By: \_\_\_\_\_

Printed Name: John Slusher

Its: EVP Global Sports Marketing

By:  \_\_\_\_\_

Printed Name: Nico T Harrison

Its: VP, Nike Basketball and Jordan Sports Marketing

Date: Dec 8, 2020

**SCHEDULE A****Performance Bonuses**

<b>Performance Achievement</b>	<b>Cash Performance Bonus</b>
<b>Football:</b>	
Plays in Conference Championship game	\$10,000
Wins Conference Championship game	\$20,000
Plays in a College Football Playoff Bowl game	\$25,000
Plays in the National Championship game	\$50,000
Wins the National Championship	\$100,000
<b>Basketball (men's)</b>	
Wins Regular Season Conference Championship	\$10,000
Plays in NCAA Final Four	\$25,000
Wins the National Championship	\$50,000
<b>Basketball (women's)</b>	
Wins Regular Season Conference Championship	\$10,000
Plays in NCAA Final Four	\$25,000
Wins the National Championship	\$50,000
<b>Baseball</b>	
Wins Conference Regular Season Championship*	\$5,000
Wins Conference Tournament*	\$2,500
Wins NCAA Regional Championship	\$5,000
Wins NCAA Super Regional Championship	\$5,000
Wins College World Series Championship	\$10,000
<b>Softball</b>	
Wins Conference Regular Season Championship*	\$5,000
Wins Conference Tournament*	\$2,500
Wins NCAA Regional Championship	\$5,000
Wins NCAA Super Regional Championship	\$5,000
Wins College World Series Championship	\$10,000
<b>Other Covered Programs</b>	
Wins Conference Championship	\$2,500
Wins NCAA Championship	\$10,000
	<b>Merchandise Bonus (Retail Value)</b>

\* Bonuses are non-cumulative (i.e., NIKE will pay only the highest bonus earned for achievements marked \*).

**SCHEDULE B****Pre-existing Supply Agreements**

<b>PROGRAM</b>	<b>SUPPLIED PRODUCT</b>	<b>SUPPLIER NAME</b>	<b>CONTRACT EXPIRATION</b>
Baseball	gloves, bats, batting gloves, catcher gear, helmets, bags	Easton	2025
Softball	gloves, bats, batting gloves, catcher gear, helmets, bags	Easton	2021
Men's Basketball	basketballs*	Wilson	2026**
Women's Basketball	basketballs*	Wilson	2026**
Football	helmets, pads, footballs*	Wilson (balls); various (helmets, pads)	2026**
Men's Golf	clubs, balls, gloves, rangefinders, travel/competition bags		N/A
Women's Golf	clubs, balls, gloves, rangefinders, travel/competition bags		N/A
Women's Gymnastics	leotards	Sylvia P	N/A
Women's Rowing	competition shoes		N/A
Men's Soccer	soccer balls*	Wilson	2026**
Women's Soccer	soccer balls*	Wilson	2026**
Women's Swimming & Diving	suits, caps, robes, goggles, swim towels	TYR	2024
Men's Tennis	racquets, balls	N/A	N/A
Women's Tennis	racquets, balls		
Women's Volleyball	volleyballs, ball carts	Wilson	2026
Men's Volleyball	volleyballs, ball carts	Wilson	2026
Men's Water Polo	suits, caps, robes, goggles, swim towels		N/A
Women's Water Polo	suits, caps, robes, goggles, swim towels		N/A
Misc.	Player performance/monitoring tracking devices	Catapult	N/A

\* Basketballs (men's and women's), footballs and soccer balls (men's and women's) to be exclusively provided by NIKE as part of this Agreement as soon as practicable. Supply agreement(s) related to these products may not be extended (except for Wilson's option noted below) or replaced upon expiration.

\*\* Wilson has the option to extend through 2029.

**SCHEDULE C**

**NIKE-IMGCL AGREEMENT REGARDING  
LABOR STANDARDS AND CORPORATE SOCIAL RESPONSIBILITY**

[ATTACHED]

## **AGREEMENT REGARDING LABOR STANDARDS AND CORPORATE SOCIAL RESPONSIBILITY**

This is an Agreement between NIKE USA, Inc., a corporation organized under the laws of the state of Oregon, having its principal place of business at One Bowerman Drive, Beaverton, Oregon 97005-6453 (“Licensee”), and Collegiate Licensing Company LLC, a Georgia limited liability company, having its principal place of business at 1075 Peachtree Street Suite 3300, Atlanta, Georgia 30309 (“CLC”), as agent on behalf of UCLA (“Collegiate Institution”).

WHEREAS Licensee and CLC, contemporaneously with their entry into this Agreement, are entering into a Retail Product License Agreement involving the use of Collegiate Institution indicia (together with all appendices, thereto, the “License Agreement”);

WHEREAS Collegiate Institution are committed to sourcing products which bear the Licensed Indicia only from licensees and manufacturers that use fair labor practices and conduct business in a socially responsible manner;

WHEREAS defined terms not defined herein will have the same meanings as ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the parties’ mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. LICENSEE OBLIGATIONS**

Licensee agrees to the following:

- A. **Labor Code Standards.** Licensee shall ensure that all domestic or foreign parties producing Licensed Articles or applying Licensed Indicia of the Collegiate Institution (“Manufacturers”) comply with the CLC Labor Code Standards attached as Schedule I for the manufacturing of Licensed Articles under the License Agreement. Notwithstanding anything to the contrary in this Agreement, the CLC Labor Code Standards attached to this Agreement as Schedule I, or the Licensing Agreement, the CLC Labor Code Standards apply, and any and all references to Licensee in the CLC Labor Code Standards shall be deemed to apply, exclusively to Manufacturers.
- B. **Factory Monitoring.** Collegiate Institution is an affiliate of Worker Rights Consortium (“WRC”, an independent labor rights monitor), and the Fair Labor Association, (“FLA”) a multi-stakeholder initiative that conducts independent monitoring of its Licensee affiliates, and has designated both the WRC and the FLA as its independent labor rights monitors. Licensee is an affiliate of the FLA (and shall participate in one of the applicable categories). Licensee will continue to comply with its obligations to participate in and remain in good standing with the FLA under the applicable category. Licensee and the WRC have agreed to a Protocol for Monitor Investigations of Nike Supplier Factories (“Protocol”), which is incorporated herein as Exhibit A. Licensee agrees to comply with its obligations under the terms of the Protocol for all Manufacturers. Collegiate Institution may participate in discussions facilitated by a designated college or university between Licensee and the WRC on a regular basis, and at other times if concerns arise in the carrying out of any portion of this protocol. Collegiate Institution may invite other universities to participate in these discussions.
- C. **Factory Disclosures.** On not less than a quarterly basis, Licensee shall identify and provide information regarding each Manufacturer to CLC or the Collegiate Institution designee. For each Manufacturer, Licensee will provide the factory name, contact name, address, phone number, email address, products produced, and nature of business association with the Licensee. Such information will be provided on forms provided by CLC. The Collegiate Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.
- D. **Wages.** Licensee recognizes that wages are essential to meeting employees’ basic needs. Licensee shall require Manufacturers to pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and to provide legally mandated benefits. Licensee shall strive to achieve a living wage which is defined as compensation that is sufficient to meet employees’ basic needs and provide some discretionary income.
- E. **EcoVadis Sustainability Assessment.** The Collegiate Institution, through the University of California, Office of the President, has contracted with EcoVadis to use its Sustainability assessment (“Questionnaire”) to review information

regarding university licensees' Sustainability policies and practices. Licensee agrees to complete the Questionnaire and submit its response in writing on an annual basis.

- F. Remediation. Licensee will use its best efforts, including all available economic leverage including exit, to cause Manufacturers to remediate any violations identified by the FLA. To the extent that a disagreement exists between Licensee and a Collegiate Institution as to whether an identified violation has been fully remediated, Licensee agrees to discuss in good faith the differences with that Collegiate Institution. CLC may terminate the License Agreement without cause on behalf of any Collegiate Institution at the request of that Collegiate Institution, including whether the Collegiate Institution determines that Licensee has failed to effectively remediate a violation within a time period that is reasonable with respect to the nature and extent of the violation.
- G. Bangladesh Accord. Licensees that source Licensed Articles from Manufacturers in Bangladesh must sign the Accord on Fire and Building Safety in Bangladesh ("Accord"). Licensee agrees to be identified among Accord signatories at <http://bangladeshaccord.org/signatories/> and provide written documentation to CLC and Collegiate Institution to this effect prior to sourcing Licensed Articles from Manufacturers in Bangladesh.

Licensee's failure to comply with any of its obligations under this Section shall be considered a breach of the License Agreement.

## 2. **TERM**

This Agreement shall begin effect on the last date of signature below and shall terminate upon the termination, revocation, cancellation or expiration of the rights granted Licensee under the License Agreement with respect to affected Collegiate Institution(s). Any renewal(s) of said License Agreement shall constitute renewal of this Agreement.

## 3. **SEVERABILITY**

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 4. **NO WAIVER, MODIFICATION, ETC.**

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee, CLC and Collegiate Institution. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

## 5. **MISCELLANEOUS**

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached Schedules and Riders are an integral part of this Agreement. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes.

## CLC Labor Code Standards Schedule I

- I. Introduction: Collegiate Licensing Company (“CLC”) and the collegiate institutions represented by CLC (“Collegiate Institutions”) are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Collegiate Institutions believe that Licensees share this commitment, CLC and certain Collegiate Institutions have adopted the following Labor Code Standards (the “Code”) which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term “Licensee” shall include all persons or entities which have entered into a written “License Agreement” with CLC to manufacture “Licensed Articles” (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Collegiate Institutions. The term “Licensee” shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees’ contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Collegiate Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standards: Licensees shall comply with the following standards:

1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.<sup>1</sup>
2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.
3. Overtime Compensation: In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

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<sup>1</sup> CLC and the Collegiate Institutions will continue to monitor these issues and will promote studies that examine conditions and factors related to minimum and prevailing wages and employees’ basic needs.

4. **Child Labor:** Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.
5. **Forced Labor:** There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. **Health and Safety:** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.
7. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. **Freedom of Association and Collective Bargaining:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

**Labor Code Standards  
Rider to Schedule I**

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

## **EXHIBIT A**

### **PROTOCOL FOR WRC INVESTIGATIONS OF NIKE SUPPLIER FACTORIES**

#### **I) Request for Access**

- A) The Worker Rights Consortium (“WRC”) will provide Nike, Inc., (“Nike”) with a written request for access to a specific Nike supplier factory, for the purpose of conducting an investigation of working conditions at the factory or to confirm remediation as described in Section I(B). The WRC will provide the substantive reasons for the request when requesting access to the factory. If requested by the WRC, Nike will not disclose the reasons for requesting access to the factory.
- B) Nike will use its best efforts, using all available economic leverage including exit, to facilitate access to the factory, including its facilities and personnel, within fifteen (15) days from receiving the WRC’s written request. In extraordinary circumstances, Nike will use its best efforts, using all available economic leverage including exit, to facilitate access no more than twenty-one (21) days from receiving the WRC’s written request. In the event that an urgent problem is reported at the factory, Nike will facilitate access for the WRC as soon as possible. Consistent with Section I(A), the WRC will have the ability to return to the factory, after its initial visit, to confirm that remediation has occurred.
- C) To the extent possible, Nike will share records of audits that have been conducted at the factory by Nike’s staff, its agents, or other organizations. Nike and the WRC will discuss any findings that have been made and corrective actions that have been recommended or implemented. The WRC will review and give due consideration to findings reached by other organizations that have previously conducted audits or assessments in the factory.

#### **II) Investigation**

- A) The WRC will be permitted to take photographs, copy documents, and interview factory workers and managers.
- B) Following an inspection, or in lieu of inspection when determined by the WRC, Nike will use its best efforts to ensure the WRC has access to physical or electronic records needed to complete the WRC’s investigation.
- C) Nike’s staff or its agents may be present in the factory during the WRC’s investigation. The WRC will make best efforts to coordinate logistics with other entities. If coordinating schedules between Nike or its agents and the WRC would cause a significant delay, then Nike will facilitate separate access to the factory for the WRC. When necessary, the WRC will be permitted to review personnel records or interview factory workers or managers in private in order to protect confidentiality and anonymity.

- D) The WRC will protect the confidentiality of competitive or proprietary information related to Nike or the factory obtained during its investigation.

### **III) Remediation and Reporting**

- A) The WRC will provide reasonable notice, including a detailed summary of findings, to Nike prior to publishing its factory report in order to include commitments from Nike or the factory regarding remediation, or for Nike or the factory to demonstrate that appropriate corrective actions have been taken or are in process. The WRC may communicate its findings, prior to the publication of its report, to the factory owners, the factory workers, their representatives, government officials, and/or other buyers, and will discourage these parties from prematurely circulating this information. The WRC will not communicate its findings to any parties other than these prior to publication of its report. In its factory report, the WRC will identify all brands and retailers that it knows to be sourcing from the factory and specify which of them are university licensees sourcing university apparel.
- B) Nike and the WRC will work with the factory – and, if possible, non-collegiate apparel brands and retailers sourcing from the factory – to develop a remediation plan within a reasonable time after Nike receives the WRC’s summary of findings. To the extent that the WRC learns that the factory manufactures university-licensed products for other university licensees, the WRC will engage all university licensees sourcing from the factory to discuss its findings and work together on a remediation plan. If Nike and the WRC agree on the needed outcome of remediation but disagree on the process of achieving remediation, the parties will discuss such differences, and the WRC will retain the absolute right to express its recommendations regarding remediation in its reports.
- C) In the event that a problem identified at the factory is of such an urgent nature (for example, where there is an imminent danger to workers’ health and safety, or where a mass dismissal of workers is imminent or has occurred) that immediate reporting is necessary, the WRC will notify Nike and publicly report the problem.