

**Additions shown by underscore; deletions shown by strikethrough**

**The University of California  
Office of the Chief Investment Officer  
Annual Incentive Plan (AIP)  
For Plan Year July 1, 2024 through June 30, 2025**

**I. Plan Purpose**

Under the authority granted by The Board of Regents, the purpose of the University of California Office of the Chief Investment Officer Annual Incentive Plan (“Plan”) is to provide the opportunity for at risk variable financial incentives to those employees responsible for attaining or exceeding key objectives in the Office of the Chief Investment Officer (CIO) which are consistent with University investment objectives.

Incentive awards are earned based on the achievement of specific financial, non-financial, and strategic objectives relative to the mission and goals of the Office of the CIO and the performance of the investment portfolio. The Plan focuses participants on maximizing returns in excess of stated performance benchmarks for all funds managed while assuming appropriate levels of risk. It is intended to support teamwork so that members of the Office of the CIO operate as a cohesive group.

The annual Short Term Incentive (STI) component of the Plan provides participants with an opportunity to receive an annual non-base building cash incentive based on the performance of the University’s total investment portfolio, the asset ~~class s and/or functional groups~~ managed by the individual participant, and the individual participant’s qualitative performance.

The Long Term Incentive (LTI) component provides participants with an opportunity to receive an non-base building cash incentive based on overlapping three year performance periods that is intended to encourage and reward the investment team’s achievement of adding value through multi-year strategic investment objectives.

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**II. Plan Year**

The Plan year for the STI component will correspond to the University’s fiscal year, beginning July 1 of each year and ending the following June 30.

The applicable performance period for the LTI component will begin on July 1 and end three years later on June 30th.

**III. Plan Oversight**

Development, governance and interpretation of the Plan will be overseen by an independent Administrative Oversight Committee (AOC) comprised as follows:

- Executive Vice President – Chief Operating Officer
- Executive Vice President – Chief Financial Officer

- Vice President – Systemwide Human Resources
- Associate Vice President – Total Rewards

The AOC, in its deliberations pertaining to the development or revision of the Plan, may consult with the CIO or other key members of the CIO’s staff. The AOC will abide by the Political Reform Act, which ~~would may~~ prohibit Plan participants, ~~such as the CIO and other members of the CIO’s staff,~~ from making ~~or,~~ participating in making ~~,~~ ~~or influencing~~ decisions that would affect whether they participate in the Plan, the objectives that will govern whether they earn awards under the Plan, and the amount of awards paid to them under the Plan. The Office of General Counsel will be consulted if there are any questions about the application of the Political Reform Act in this context. The Chief Compliance and Audit Officer will assure that periodic auditing and monitoring will occur, as appropriate.

#### **IV. Plan Approval**

The Plan will be subject to an annual review conducted by the AOC to address design issues and market alignment. The Plan will be implemented each year upon the approval of the AOC if no changes to the Plan are being recommended. If the AOC recommends any substantive or material changes to the Plan, including, but not limited to, changing the award opportunity levels, the AOC will obtain the approval of the President and the Regents’ Investments Committee before implementing such changes. Reasonable efforts, given all circumstances, will be made to delay implementing substantive or material Plan changes until after the current Plan year has ended. However, if changes are implemented during the Plan year that would affect the award calculations, changes will only be applied prospectively to the remaining portion of the Plan year. Moreover, no changes will affect awards earned by Plan participants for performance in prior Plan years. Plan changes recommended by the AOC that are not material or substantive, or are deemed to be technical corrections, may be approved by the AOC after consultation with the President and will then be implemented by the AOC at an appropriate time. The Regents will receive reports of all substantive or material changes to the Plan.

#### **V. Plan Administration**

The Plan will be administered by ~~the Executive Director—Systemwide Compensation Programs and Strategy~~ Systemwide Human Resources, consistent with the provisions of this Plan approved by the President and the Regents. The Plan features and provisions outlined in this document shall supersede any other Plan summary.

Except as set forth below, all award amounts will be reviewed by and require the approval of the AOC. In the unlikely event that the AOC proposes an award that is not consistent with the terms of this Plan document, approval by the President and Regents will be required. The AOC will consult the Chief Compliance and Audit Officer in an independent advisory capacity during its review of proposed awards. Any incentive award for the CIO or any other participant who is a direct report to the Regents and/or the President will require the approval of the Regents in addition to the AOC.

#### **VI. Eligibility to Participate**

Eligible participants for the STI and LTI components of the Plan include senior management, professional investment and trading staff and other key positions in the Office of the CIO, as recommended by the CIO and subject to approval by the AOC. Eligibility is reviewed annually

by the CIO and is subject to approval by the AOC, prior to the beginning of the Plan year or as soon as possible thereafter.

A participant who has been found to have committed a serious violation of state or federal law or a serious violation of University policy at any time prior to distribution of an award will not be eligible for such awards under the Plan for that Plan year and/or performance period. If such allegations against a participant are pending investigation at the time of the award distribution, the participant's award(s) may be withheld pending the outcome of the investigation. If the participant's violation is discovered later, the participant may be required to repay awards for the Plan years and/or performance periods in which the violation occurred.

Participants in the Plan may not participate in any other incentive or recognition plan during the plan year, except in the event of a mid-year transfer within the University. Specifically, if a Plan participant is eligible for only a partial ~~year~~ award under this Plan because a mid-year transfer of position renders him or her eligible for Plan participation for only a portion of the Plan year, he or she may participate in a different University plan for the other portion of the Plan year. Concurrent participation in this Plan and another University plan is not permitted.

Prior to the beginning of the Plan year, or as soon as possible thereafter, the AOC will provide the President and the Chair of the Regents' Investments Committee with a list of Plan participants for that Plan year, including appropriate detail regarding each Plan participant.

Plan participation in any one year does not provide any right or guarantee of eligibility or participation in any subsequent year of the Plan.

Participants must be active full-time employees of the University in the Office of the CIO at the conclusion of the Plan year (i.e., as of midnight on June 30th) to be eligible to receive an **STI** award for that Plan year, unless the circumstances of their separation from the University entitle them to a full or partial award as set forth in the Separation from the University provision below in Section ~~XHXV~~.

LTI Pparticipants must be active full-time employees of the University in the Office of the CIO at the conclusion of the three-year period performance period (i.e., as of midnight on June 30th of the third year) to be eligible to receive an LTI award for that period.

Eligible employees who are hired and/or appointed into an eligible position after the start of the Plan year must have an employment start date and/or appointment date into an eligible position no later than January 15, to be eligible to receive ~~an a~~ STI award for that Plan year. For the LTI component, eligible employees must have an employment start date and/or appointment date into an eligible position no later than the start of the 2nd year of the three-year performance period to be eligible to receive a LTI award for the three-year performance period in which they were hired and/or appointed into an eligible position. Section XIV addresses the calculation of awards for participants eligible for a partial performance period.

Participants who were not working for a significant portion of the Plan year may receive a partial **STI** award, if they are active full-time employees in the OCIO at the end of the Plan year. Likewise, participants who were not working for a significant portion of the three-year performance period may receive a LTI award if they are active full-time employees in the

OCIO at the end of the three-year performance period. For the purpose of this Plan, leave of absence status will be determined by applicable University policies governing such leaves.

## VII. Performance Standards

Each performance objective (for both the STI and LTI components) will include standards of performance defined as follows:

- **Threshold Performance:** This level represents satisfactory results, but less than full achievement of performance objectives.
- **Target Performance:** This level represents full achievement of all performance expectations.
- **Maximum Performance:** This level represents results that clearly exceed expectations.

## VIII. STI Incentive Award Opportunity Levels

Plan participants in the STI component are assigned award levels that serve to motivate individual, group and total entity performance as part of a competitive total cash compensation package. STI participants are eligible to receive an incentive award, expressed as a percentage of their base salary that corresponds to predetermined target levels of performance. Actual incentive award levels may be greater or less than the target opportunity level, depending on performance relative to policy portfolio benchmarks and individual contribution. STI award opportunity levels by position are as follows:

Position	Threshold Opportunity (as % of Salary)	Target Opportunity (as % of Salary)	Maximum Opportunity (as % of Salary)
Chief Investment Officer (CIO)	50%	100%	200%
Senior Managing Directors & Chief Operating Officer	30%	60%	120%
Managing Directors	25%	50%	100%
Investment and Risk Directors	22.5%	45%	90%
Investment Officers	17.5%	35%	70%
Sr. Investment Analyst /Portfolio Mgr	10%	20%	40%
Other Participants, including Operations Managers/Directors	10%	20%	40%

## IX. STI Performance Objectives

The three Performance Objective categories for the STI component of the of the Plan are:

1. Quantitative Entity Performance (e.g., total investment portfolio performance)
2. Quantitative Asset Class ~~and/or Functional Group~~ Performance, if applicable
3. Individual/Qualitative performance

The quantitative investment performance objectives will be reviewed and approved by the AOC in consultation with the CIO, the President, ~~and~~ Chair of the Regents' Investments Committee, and an independent investment consultant prior to the beginning of the Plan year or as soon as possible thereafter and communicated by the CIO to the plan participants within a reasonable time after approval. Performance objectives for each Plan participant must

include the Entity Performance, the Asset Class Performance (where applicable), and the Individual/Qualitative Performance.

Individual/Qualitative Performance objectives for the STI component may be established in, but are not limited to, the following areas:

- Leadership
- Implementation of operational goals
- Management of key strategic projects
- Effective utilization of human and financial resources

Individual/Qualitative performance objectives for the STI component for each Plan participant other than the CIO will be defined by his/her supervisor. These objectives will be subject to endorsement by the CIO and approval by the AOC prior to the beginning of the Plan year or as soon as possible thereafter. The individual performance objectives of the CIO will be defined annually by the President, who may consult with the Chair of the Regents' Investments Committee, prior to the beginning of the Plan year or as soon as possible thereafter. The AOC will consult the Chief Audit and Compliance Officer in an independent advisory capacity during its review of Plan participants' objectives.

Prior to the beginning of the Plan year or as soon as possible thereafter, the-supervisor of each Plan participant will provide him/her with written documentation that (a) identifies the participant's individual performance objectives applicable to the Plan, (b) defines the performance standards and metrics that will be used to measure threshold, target, and maximum performance for each investment objective, and assigns performance weightings to the participant's objectives.

#### **X. STI Performance Measures and Weightings**

For Plan participants other than the CIO, the participant's performance against assigned Individual/Qualitative goals will be assessed by the participant's supervisor and require the approval of the CIO. The CIO's performance against assigned Individual/Qualitative objectives will be assessed by the President, who will consult with the Chair of the Regents' Investments Committee.

Quantitative investment performance of both the University portfolios and the market indexes for STI performance objectives is measured using a three-year rolling average. This method provides for longer term focus on and accountability for sustainable performance results. Investment returns in a given year, whether positive or negative, affect the average, and thus the payout, over three separate Plan years. The lowest value of any award in a given year will be zero.

If the Entity and/or; Asset Class and/or Functional Group-experience negative three-year rolling average returns (or other, applicable performance measurement periods, as described in Section XI, below) in any year, regardless of relative performance against benchmarks, that year's STI award for that component (Entity and/or; Asset Class and/or Functional Group) will be zero. In those years where a component has negative three-year rolling average returns and nil awards, a participant may nevertheless earn awards tied to the other components where performance is positive, as well as for Individual/Qualitative performance. Negative performance in the current year will have no adverse impact on the

deferred portions of prior year STI awards.

Awards for the STI component are determined based on achievement of performance objectives relative to policy portfolio benchmarks and individual contribution, and in accordance with the payout curve established for each performance objective. Performance measures for participants in their first full Plan year or later are weighted as displayed in the table below.

Position	Weighting for Entity Performance Objectives	Asset Class Performance Objectives, if applicable	Weighting for Individual/Qualitative Performance Objectives
Chief Investment Officer	75%	0%	25%
Senior Managing Directors (Risk Mgmt and Chief Operating Officer)	75%	0%	25%
Senior Managing Directors (Asset Class)	50%	25%	25%
Managing Directors (Asset Class)	50%	25%	25%
Directors (Asset Class)	50%	25%	25%
Investment Officers Asset Class	50%	25%	25%
Investment Officers, Risk Management	75%	0%	25%
Managing Directors and Directors, Risk	75%	0%	25%
Sr. Investment Analysts	75%	0%	25%
Other Participants, including Operations Managers	75%	0%	25%

#### XI. STI Transitional Weightings for New Hires

In recognition of a participant's limited ability to affect attainment of objectives during the first two years of service, the following adjustments are made in the STI Weighting table for participants in their first three Plan years, as reflected in the following table.

Time Period	Weighting for Quantitative Performance Objectives (Entity, Asset Class, <del>Functional Group</del> )	Weighting for Individual/Qualitative Performance Objectives
First <i>partial</i> year	50% / 1 year performance	50%
Year 1 (first full year)	75% / 1 year performance*	25%
Year 2 (second full year)	75% / 2 years' performance*	25%
Year 3 (third full year)	Standard participation as provided by level under the Plan	

\* or including weighting for asset class performance, as provided in the chart in Section X.

In special cases, such as for a new participant charged with the restructuring of an entire asset class or strategy, the above weights may be modified at the recommendation of the CIO, subject to approval by the AOC. In such a case, the participant will be required to meet specific objectives that contribute to long-term performance.

The phase-in of new asset classes will be handled in a similar way, that is, performance for

the first year of a new asset class will be based on a single year’s return; performance for the second year of the class will be based on the first two years’ returns. See the Administrative Guidelines for more details of specific circumstances.

**XII. LTI Award Opportunity Levels**

Plan participants in the LTI component are assigned Award opportunity levels to motivate collaborative team performance tied to longer-term accomplishments of multi-year strategic initiatives as part of a competitive target cash compensation package. LTI participants are eligible to receive an incentive award, expressed as a percentage of their base salary received in their final year of a three-year performance period, that corresponds to predetermined target levels of performance. Actual incentive award levels may be greater or less than the target opportunity level, depending on performance relative to policy portfolio benchmarks at the end of each three-year performance period. LTI award opportunity levels by position are as follows:

<u>Position</u>	<u>Threshold Opportunity (as % of Salary)</u>	<u>Target Opportunity (as % of Salary)</u>	<u>Maximum Opportunity (as % of Salary)</u>
<u>Chief Investment Officer (CIO)</u>	<u>50%</u>	<u>100%</u>	<u>200%</u>
<u>Senior Managing Directors &amp; Chief Operating Officer</u>	<u>30%</u>	<u>60%</u>	<u>120%</u>
<u>Managing Directors</u>	<u>25%</u>	<u>50%</u>	<u>100%</u>
<u>Investment and Risk Directors</u>	<u>22.5%</u>	<u>45%</u>	<u>90%</u>
<u>Investment Officers</u>	<u>17.5%</u>	<u>35%</u>	<u>70%</u>
<u>Sr. Investment Analyst /Portfolio Mgr</u>	<u>10%</u>	<u>20%</u>	<u>40%</u>
<u>Other Participants, including Operations Managers/Directors</u>	<u>10%</u>	<u>20%</u>	<u>40%</u>

**XIII. LTI Performance Objectives, Measures and Weightings**

The quantitative LTI investment performance objective for each three-year performance period and will be reviewed and approved by the AOC in consultation with the CIO, the President, Chair of the Regents’ Investments Committee, and an independent investment consultant prior to the beginning of each three-year performance period or as soon as possible thereafter and communicated by the CIO to the plan participants within a reasonable time after approval.

Level of attainment above or below target for the LTI award will be based on the asset performance of the General Endowment Pool (GEP) and the UC Retirement Pool (UCRP), with a weighting of 75% GEP and 25% UCRP. The award earned will depend on team accomplishment of the applicable three-year performance measure with no other individual or qualitative components, weightings or other breakouts.

New hire participants in the LTI component will not have transitional weightings like those described above in Section XI for the STI award component. See Section VI for discussion of LTI component eligibility for new hire participants.

**XIV. Award Determination and Processing**

Annual STI and LTI incentive awards will be payable in cash, subject to appropriate taxes and pursuant to normal University payroll procedures. ~~The participant’s total Base~~ salary-

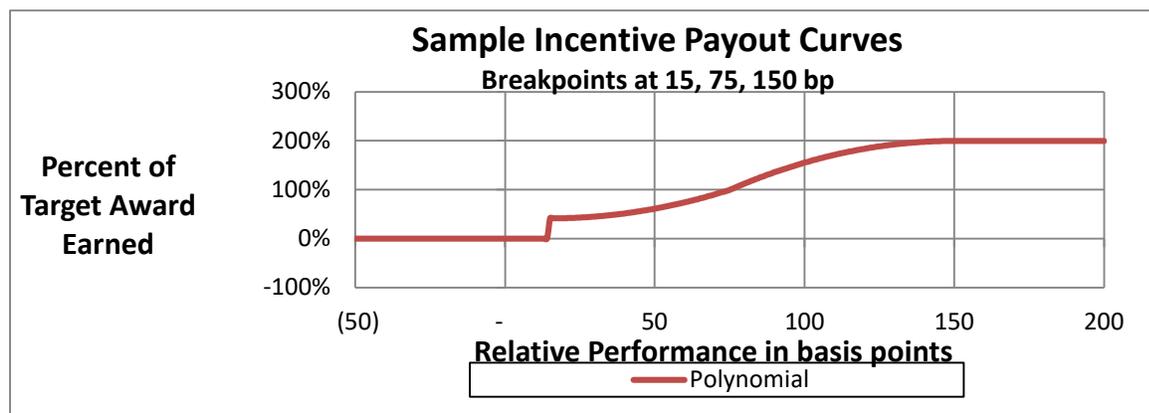
(which includes base salary, and plus any stipends received as an eligible participant as a plan participant during the plan year but does not include any prior year incentive award payouts or disability pay) paid as of the end of the Plan year (i.e., as of midnight on June 30) will be used in the calculation of to calculate that participant's the STI and LTI award amount for that plan years. That same amount received during the third year of a three-year performance period will be used to calculate that participant's LTI award amount for that performance period. For plan year 2024-25, the first possible LTI award payouts for the 2024-27 performance period will be calculated using base salary plus any stipends received by each participant as a plan participant during the 2026-27 plan year.

The current position held by the participant at the end of the Plan year or the applicable performance period will determine the award opportunity level in the calculation:

- For Investment Officers and above, the STI award will be payable in three annual payments comprised of 50 percent paid after the conclusion of the current Plan year, 25 percent paid when awards are paid for the next Plan year and 25 percent paid when awards are paid for the Plan year after that.
- For participants below the Investment Officer level (as reflected in the charts above), the STI award is payable in one lump sum for each plan year; there is no deferral of any portion of their awards.
- LTI awards will be paid to eligible participants after the conclusion of each the applicable three-year performance period at the same time that STI awards are paid.

The deferred portion of STI awards earn interest during the period of deferral based on the performance of the Total Entity, calculated using a three-year rolling average (but not less than zero). The calculation of the interest percentage will be completed at the close of each plan year. Payments of the deferred portions of awards for prior Plan years are generally issued during the fall of each year when the non-deferred portion of awards are paid for the recently concluded Plan year. Accrued awards for participants on approved leave of absence will be paid according to the normal schedule.

A polynomial payout curve is used to determine actual awards for performance levels between threshold and maximum and relative to Entity and; Asset Class, and Functional Group quantitative performance objectives. The chart below shows an example of the polynomial payout curve. In this example, the Threshold is 15 bp, the Target is 75 bp, and the Maximum is 150 bp.



The primary advantage of the polynomial curve is that it supports higher proportional awards for better performance thereby encouraging participants to achieve target level or higher performance.

**XV. -Separation from the University**

For STI awards, the table below indicates whether a participant who separates from the University will be eligible to receive partial STI awards and/or payout of deferred portions of the STI awards for prior Plan years and also specifies when forfeiture of such awards will occur. Payment of deferred portions of prior Plan year awards will be paid with interest, as described in Section XXIV. Retirement will be determined based upon applicable University policies. In order to determine the most accurate STI award for the current Plan year, partial payments will be calculated at the end of the Plan year and issued in accordance with the normal process and schedule. The table, below, provides an example the determination of how separations will be handled.

Reason for Separation	Separation During Plan Year (i.e., on or before June 30, 2025)	Separation on or after July 1, 2025
<ul style="list-style-type: none"> <li>Voluntary Separation for any reason other than retirement</li> </ul>	<ul style="list-style-type: none"> <li>Forfeiture of <u>STI</u> award for 2024-25 Plan year.</li> <li>Forfeiture of deferred portions of <u>STI</u> awards from 2022-23 and 2023-24 Plan years.</li> </ul>	<ul style="list-style-type: none"> <li>Payout of 50% of <u>STI</u> award for 2024-25 Plan year; forfeiture of remainder.</li> <li>Payout of half of deferred portion of <u>STI</u> award for 2023-24 Plan year; forfeiture of remainder.</li> <li>Payout of remaining portion of deferred <u>STI</u> award for 2022-23 Plan year.</li> </ul>
<ul style="list-style-type: none"> <li>Retirement</li> <li>Medical separation due to disability</li> <li>Death*</li> <li>Involuntary separation due to reorganization or restructuring</li> </ul>	<ul style="list-style-type: none"> <li>Partial <u>STI</u> award for 2024-25 Plan year.</li> <li>Payout of all deferred portions of <u>STI</u> awards from 2022-23 and 2023-24 Plan years.</li> </ul>	<ul style="list-style-type: none"> <li><u>STI</u> Award for 2024-25.</li> <li>Payout of all deferred portions of <u>STI</u> awards from 2022-23 and 2023-24 Plan years.</li> </ul>
<ul style="list-style-type: none"> <li>Involuntary termination due to misconduct or inadequate performance</li> </ul>	<ul style="list-style-type: none"> <li>Forfeiture of <u>STI</u> award for 2024-25 Plan year.</li> <li>Forfeiture of deferred portions of <u>STI</u> awards from 2022-23 and 2023-24 Plan years.</li> </ul>	<ul style="list-style-type: none"> <li>Forfeiture of <u>STI</u> award for 2024-25 Plan year.</li> <li>Forfeiture of deferred portions of <u>STI</u> awards from 2022-23 and 2023-24 Plan years.</li> </ul>

\* In such cases, payments will be made to the estate of the participant.

For LTI awards, participants who are not active full-time University employees at the conclusion of the three-year performance period being measured (i.e., as of midnight on June 30th of the third year), except for retirement in the 3<sup>rd</sup> year, are not eligible to receive an LTI award for that performance period. Forfeiture will occur, and no LTI award will be paid, except as noted, to an eligible participant that retires in the third year of the performance period and any LTI award for subsequent years in progress on the participant’s retirement date will be forfeited.

**XVI –Extraordinary Market Environments**

In periods of unusual market and economic stress, when the entity experiences negative investment returns, regardless of the entity’s relative performance against benchmarks, the

portion of the current Plan year awards for both the STI and LTI components that would normally be paid at the end of the current Plan year may be deferred. If this deferral mechanism is invoked, awards will be reviewed and approved in the usual manner. But, in conjunction with that review and approval process, deferral will be recommended by the AOC and then approved by the President and the Chairs of the Regents' Investments Committee. In such a case, the portion of the current Plan year STI and LTI awards that have been deferred will earn interest during the period of deferral, as defined in Section XIVH, above. The portion of the current Plan year awards that have been deferred will be processed and distributed as soon as possible. However, in no event will they be deferred longer than one year.

### **XVII –Award Approval Process**

The AOC must convene to review all recommended awards within a reasonable time after the close of the Plan year. The AOC will provide the President and the Chair of the Regents' Investments Committee with a listing of award recommendations before awards are scheduled to be paid. Payouts to individuals of approved awards will be processed as soon as possible unless the provision in Section XIV-XVI above regarding Extraordinary Market Environments applies.

On behalf of the AOC, ~~the Executive Director—Systemwide Compensation Programs and Strategy~~Systemwide Human Resources will provide the President and the Regents with the award details in the Annual Report on Executive Compensation (AREC). The AREC will also report awards paid to non-SMGs whose compensation falls within the AREC's reporting criteria.

This Plan may be terminated or replaced at any time for any reason upon the recommendation of the President, in consultation with the Chairs of the Regents' Investments Committee, and with the approval of the Regents. Reasonable efforts, given all circumstances, will be made to delay Plan termination until after the current Plan year has concluded. However, if the Plan is terminated during the Plan year, ~~prorated~~ STI awards for the current year will still be processed based on participants' performance during the portion of the Plan year prior to termination. Moreover, such termination will not affect STI awards earned by Plan participants for performance in prior Plan years. If this Plan is terminated, the LTI component will be terminated, and no LTI awards will be made.

The University may require repayment of an award that that was made as a result of inappropriate circumstances. For example, if there is an inadvertent overpayment, the participant will be required to repay the overage. If the participant has not made the repayment before the award for the employee for a subsequent year is approved, the outstanding amount may be deducted from the employee's subsequent award.