

AGREEMENT

CONTRACT NUMBER

AM. NO.

2000038349

TAXPAYER'S FEDERAL/EMPLOYER IDENTIFICATION NUMBER

31-0841368

THIS AGREEMENT, made and entered into this **1st** day of **August, 2010** in the State of California, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and

CONTRACTOR NAME

U.S. Bank

, hereinafter called the Contractor,

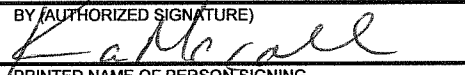
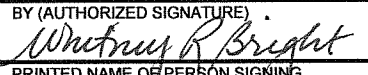
WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Contractor shall furnish all labor, equipment, materials and supervision necessary to successfully implement campus ID cards and banking services for San Jose State University for the term of five years beginning on the date of this agreement in accordance with RFP Number F-TOWERCARD-KM and U.S. Bank Proposal dated June 30, 2010 and the following exhibits, all of which are referenced and made a part of this Agreement. The order of precedence is as follows:

- Exhibit "A" – CSU General Provisions for Service Acquisitions (Ten pages)
- Exhibit "B" – ID Card and Banking Services Agreement (Twenty-One pages)
- Exhibit "C" – Bid Sheet page 66 (One page)

Prior to commencement of services, Contractor shall provide an original Certificate of Insurance to Procurement and Support Services in accordance with Exhibit A, Insurance Requirements. Should a Certificate of Insurance expire at any time during the term of this contract, the Contractor shall be responsible for providing current Certificate of Insurance to the Procurement Services Office.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR			
UNIVERSITY San José State University		CONTRACTOR U.S. Bank			
BY (AUTHORIZED SIGNATURE) 	DATE 8/10/10	BY (AUTHORIZED SIGNATURE) 	DATE 8/9/10		
PRINTED NAME OF PERSON SIGNING Karen McCall, Contract Analyst		PRINTED NAME OF PERSON SIGNING Whitney R. Bright, Vice President Campus Banking			
ADDRESS 129 South 10th Street, San Jose, CA 95192		ADDRESS 100 Ungerboeck Park, O'Fallon, MO 63368			
AMOUNT ENCUMBERED CURRENT FISCAL YEAR BY THIS DOCUMENT \$0.00		PROGRAM/CATEGORY (CODE TITLE) Bursar's Office (SSC 0702) (OPTIONAL USE) WR00043054			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	ITEM 6610-001-001	CHAPTER	STATUTE	FISCAL YEAR 10/11	
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00	OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.			T.B.A. NO.	B.R. NO.	
			SIGNATURE OF ACCOUNTING OFFICER N/A		

☐ CONTRACTOR ☐ CSU ☐ DEPARTMENT

**CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS
Revision 08/03/06**

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Exhibit A

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

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7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

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- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from

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enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

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26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

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- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or

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- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are

**SAN JOSE STATE UNIVERSITY
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement ("Agreement") is entered into on August 1, 2010, by and between **SAN JOSE STATE UNIVERSITY**, San Jose, California ("University") and **U.S. BANK NATIONAL ASSOCIATION** ("Bank").

Recitals

WHEREAS, University issues to students, staff and faculty ("Users") a multifunctional identification and service card known as the ID Card ("ID Card"); and

WHEREAS, University desires to include Banking Services as a part of the function of ID Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, Banking Services; and

WHEREAS, University and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through ID Card. "Banking Services" means certain financial products linked to ID Card, including checking accounts and automated teller machine ("ATM") services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard ID Card. Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, which may be accessed through ID Card and will permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions through the standard ID Card.

1.1.2 Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card), the standard ID Card with Banking Services. Users with an active Bank checking account are able to activate the ATM/PIN based POS functionality on the standard ID Card.

1.1.3 Maxx Card. Bank agrees to implement a Visa® check card instant issuance program for University subject to the terms and conditions described in EXHIBIT C of this Agreement, on a mutually agreed upon timeline. In addition to providing a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, the Visa-branded check card instant issuance program will permit automated teller machine ("ATM") transactions and PIN-based and non-PIN-based point of sale ("POS") debit transactions. The Maxx Card can only be issued to Bank customers.

1.2 Other Financial Services Available. Bank will announce checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. Bank will offer Banking Services associated with checking account products with student and workplace benefits and may be amended from time-to-time. Bank may make reasonable changes to enhance these account features as it sees fit. Additionally, all Bank-branded ATM's on University campus will be free of transaction charges to Bank checking account holders when accessing their account with Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for ID Cards will be at the sole discretion of University, but a User's eligibility for Banking Services shall be at the sole discretion of Bank.

2. Automated Teller Machines. University and Bank anticipate placing two (2) ATMs on University's campus. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University. This Agreement is contingent on execution of a mutually agreeable ATM Contract. In the event an ATM Contract is not executed within 30 days of this Agreement, or in the event ATM Contract is terminated, Bank has the right to terminate this Agreement upon ten days' advance written notice to University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

3.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") of this Agreement.

3.2 Other Functionality. It is understood that ID Card will include the ability to perform other electronic functions in addition to Banking Services. University shall be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement, which shall be verified by Bank through testing of ID Card to ensure ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to University or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials relating to Banking Services for distribution to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. No marketing materials may be distributed at University without University's prior review and written approval.

5.2 Events. University will provide Bank with preferred access to, and presence at, significant on-campus activities, events and promotional location to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- Re-carding Event
- New Student Orientation
- International Student Orientation
- Transfer Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House
- Study Abroad Seminars
- Ongoing Carding Events
- Financial Wellness Seminars
- New Employee Orientations

Participation in such events will include, but not be limited to, the following:

- Distribution of Letters and Account Applications prior to the event
- Tables in high traffic areas
- Presentations to Students and/or Parents

5.3 Signage. Subject to University's prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any University property signage of any kind without the prior written approval of University.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

5.4 Promotional Information. University may facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither University nor Bank will share any User information as part of this Agreement.

5.5 Prior Approval. University shall not distribute any materials using Bank's name or relating to Banking Services without receiving prior approval from Bank.

6. Royalty Schedule.

6.1 Royalty Schedule. Bank shall pay to University amounts as described in EXHIBIT B ("Royalty Schedule") attached to this Agreement.

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating royalty payments.

7. Term and Termination. This Agreement will remain in effect for five years, beginning on the date of this Agreement ("Term"). Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

7.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

7.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due.

7.3 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank attached to ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

7.4 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Royalty Schedule") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 12.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

8.0 Representations and Warranties. Each party represents and warrants as follows:

8.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

8.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

8.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

8.4 No Other Agreements. University warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services

companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank.

9. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

9.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which University may suffer or incur by reason of Bank's negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as known to University and University will allow Bank to control the defense of such claims in return for Bank's indemnification.

9.2 University Indemnification of Bank. University shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded University as a public body of the State of California. Bank acknowledges that Users are not by definition employees, agents or officers of University and University assumes no liability for the individual acts of Users.

10. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and ID Card pursuant to this Agreement. Nothing herein shall give to University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

11. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid, return receipt requested.

University:	San Jose State University Procurement and Support Services and Bursar's Office Karen McCall and Marlene Anderson Contract Analyst One Washington Square San Jose, CA 95192
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Bank:	U.S. Bank Campus Banking
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Attn.: Whitney Bright – Vice President
100 Ungerboeck Park
O'Fallon, MO 63368

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation shall be governed by the laws of the State of California. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of California.

12.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

12.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.4 Entire Agreement; Amendment. This Agreement, any attachments and the RFP response dated June 30, 2010 constitute the entire agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for information purposes and do not constitute a part of the Agreement.

12.5 Assignment. Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that Bank shall have the right, without University's consent, to transfer or assign this Agreement to any parent, subsidiary or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

12.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

12.7 Force Majeure. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and University each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from

disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

IN WITNESS HEREOF, the parties have executed this Agreement, as of the date first above written, by and through their duly authorized officers.

San Jose State University

Sig: Karen J. McCall
By: Karen J. McCall
Title: Contract Analyst
Date: 8/16/10

U.S. BANK NATIONAL ASSOCIATION

Sig: Whitney R. Bright
By: Whitney Bright
Title: Vice President, Campus Banking
Date: 8/9/10

Exhibit A

**Technical Specifications for Standard ID Card
(ATM/PIN-based Point of Sale Functionality)**

1. Bank will provide University a pool of 16-digit card numbers using the following Bank owned BIN: 587854. Bank will replenish pool with new, unique 16-digit card numbers within 10 business days of a request by University.
2. No two card numbers shall be the same.
3. The 16-digit card number must appear on the front of ID Card.
4. Bank will provide University with the required layout and encoding specifications for track 2. University or its contractor will encode this track on all ID Cards in compliance with the specifications provided to University in the "ATM-PIN Card Track 2 Encoding" document.
5. The card must comply with all applicable network requirements. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.
6. In the event of a lost or stolen ID Card, University will issue a new card with a new number.
7. University shall timely report known cases of fraud in a form and manner acceptable to Bank.
8. The card must display the following text which may be printed on the back of the card:

U.S. Bank Customers: For 24-hour customer service or to report a lost or stolen ID card, call 1-800-US BANKS (872-2657).
9. Upon contract termination, University must complete the following within sixty (60) days:
 - (a) Cease issuance of cards using Bank owned card numbers
 - (b) Return pool of card numbers to Bank
 - (c) Remove Bank logo from new and replacement cards

Exhibit B

Royalty Schedule

During the life of the Agreement, Bank will make the following financial commitment to University:

1. Bank will pay a signing bonus of **\$70,000** to San Jose State University for the Tower Card partnership within 60 days of execution of this agreement.
2. Bank will pay a royalty schedule based on percent of net student participation in the program (see Table 1 immediately following). Minimum guaranteed royalty is **\$30,000** per year. Participation royalty payments will be made within 60 days of the anniversary date of the first ID Card issued which allows Banking Services.

Years 2 through completion, Bank will pay University an annual royalty per active account percent of net participation beginning on the anniversary date of the first ID Card issued which allows Banking Services. By measuring the success of the relationship on an annual basis, this model allows a full cycle of students, faculty, and staff to participate thus reflecting a larger participation for University.

Table 1: Royalty Schedule

CAMPUS CARD AND ATM ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 19.9%	\$30,000 lump sum payment	0 - 6,199 accounts
20 - 29.9%	\$55,000 lump sum payment	6,200 - 9,299 accounts
30 - 39.9%	\$90,000 lump sum payment	9,300 - 12,399 accounts
40 - 49.9%	\$125,000 lump sum payment	12,400 - 15,499 accounts
50 - 59.9%	\$170,000 lump sum payment	15,500 - 18,599 accounts
60 - 69.9%	\$220,000 lump sum payment	18,600 - 21,699 accounts
70 +	\$285,000 lump sum payment	21,700 + accounts

The participation percentage above will be determined by dividing the number of active University student checking accounts by the universe of potential prospects (which will be determined by an estimate of student enrollment numbers). The scale above is based upon 31,000 potential participants.

3. Bank will pay for all actual card stock and ribbon expenses, up to \$1.00 per card (maximum of \$31,000) for a mandatory re-carding event for the purpose of issuing new ID Cards which allow Banking Services to all University students, faculty and staff. Re-carding event must occur within twelve months of the execution of this Agreement. The duration of the re-carding event must be mutually agreeable. Bank will pay for all Maxx Card stock throughout the life of the contract.
4. During the life of the Agreement, Bank will dedicate "soft dollars" (monies spent by Bank toward the increased performance of ID Card program and a higher payout percentage). The anticipated total sum of Bank's "soft dollars" is approximately \$25,000 per year, broken down as follows:

Marketing	\$10,000 per year
U.S. Bank Staffing Support & Consultation	\$10,000 per year
U.S. Bank Publicity and News Print	\$3,000 per year
Website Link Development	\$2,000 per year

Exhibit C**Maxx Card Terms and Conditions**

1. Intellectual Property. Instant Issue VISA debit cards shall be branded "Tower Card Maxx" ("Maxx Card") for purposes of all literature and promotions associated with the Maxx Card. Maxx Card will remain the sole property of Bank, and Bank grants a limited license to University to use Maxx Card solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. Training. Training shall be provided to all University employees who will have direct contact with the Maxx Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by University personnel who have the requisite training and authority to administer the training.

3. Operating Procedures. University will comply with instructions and guidance from Bank, and will otherwise utilize commercially reasonable standards to ensure the production of the Maxx Cards is performed in a controlled, secure environment. For purposes of this section, "commercially reasonable standards" includes, at a minimum, compliance with the Visa Global Instant Card Personalization Issuance Security Standards. University also agrees to perform a due diligence review of the competency and reliability, including character and integrity, of each employee it assigns to this project prior to granting any access to program information or materials. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the Maxx Card.

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Maxx Card. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. Confidentiality. All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the Maxx Card. Without limiting the applicability or obligations of any such terms and agreements, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Exhibit C as Attachment D - prior to discussing the program or allowing access to any materials, plans, or information related to the program.

5. Suspension and Cancellation. Bank reserves the right to temporarily or permanently suspend issuance of the Maxx Card in the event Bank determines, in its sole discretion, that the Maxx Card has created unforeseen risk, the Maxx Card is being administered through an unstable operating environment, or the Maxx Card is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank.

6. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Maxx Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Agreement and give rise to the remedies set forth therein or otherwise allowed by law. Bank's remedies shall include, without limitation, the right to cease Maxx Card operations.

7. Preservation of Agreement. Except where specifically contradicted by the terms of this Exhibit C with respect to the Maxx Card, all terms of the Agreement remain in full force and effect.

8. Attachments A through D. These Maxx Card Terms and Conditions include Attachments A through D, attached to this Exhibit C and incorporated herein by this reference.

Attachment A**Maxx Card Services**

The Maxx Card is an instantly issued VISA branded campus ID/debit card – all in one. The Maxx Card is issued on campus and is immediately active for customer use by Users.

In addition to implementing the Maxx Card, University will implement the Tower Card (standard ATM/PIN-Based Debit Card) as the standard campus ID card, either simultaneously or in a phased approach.

With the instant issue VISA Maxx Card program, the User opens their U.S. Bank account prior to visiting the Tower Card Office, either at a Bank branch or with a banker present on campus. Maxx Cards cannot be issued to non-U.S. Bank customers.

At the Tower Card Office, the User requests a Maxx Card and gets a photo taken. The Tower Card Office staff sends a print job to a University-owned printer, which prints/encodes the User photo and ID information on VISA branded card stock provided by Bank. University staff then enters personal User information into a dedicated, secure terminal and that information is passed to Bank to automatically build the card record in Bank's system.

The new VISA card number and encoding information is then passed back to a Bank-owned printer housed in the Tower Card Office and the card goes through a second print process to personalize and encode the card with the new Bank VISA Check Card number. This 16-digit VISA check card number is owned and managed by Bank. The User leaves the Tower Card Office with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the Maxx Card program will be issued a standard Tower Card and will not activate Banking functionality on the card. Banking functionality on the Tower Card will remain dormant and can be activated by the User at any time as an ATM/PIN Based Debit Card linked to an active U.S. Bank checking account. All cardholders will continue to receive their ID card from University, regardless of their affiliation with Bank.

Maxx Card Costs

The following equipment will be deployed by Bank in support of the Maxx Card program and will remain property of Bank upon completion of the contract:

- FCP2020 Flat Card Printer (or comparable alternative)
- WYSE Computer Terminal
- Flat screen monitor, keyboard, mouse
- CardWizard instant issue software
- Router for secure communication to U.S. Bank

Bank also takes responsibility for the following costs and services:

- BIN (Bank Identification Number) ownership and assignment
- Hardware maintenance
- Software licenses
- Training & Support
- U.S. Bank internal development
- Maxx Card VISA branded cardstock

University will be responsible for providing the following items in support of the Maxx Card program:

- Card printer for printing photo images and other personalized information
 - Can be same printer as currently using for standard cards
 - Must include a lockable card input hopper
- Encoding machine (if using a dual magnetic stripe configuration)
- Security Cameras
- Dual Control Safe
- Monitored Alarm System
- Wiring cabinet to encase and lock the router that is housed at University
- Public IP Address on the school's public Internet for secure bank transmissions between Bank-owned routers
- Wiring cables and wall outlets to support Maxx Card equipment, wired to router
- High Quality Shredder

In addition, University will be responsible for ensuring that its employees participate in the required training programs and comply with all operating procedures that are required to develop and administer the Maxx Card program.

Attachment B**University Prerequisites for the Maxx Card**

University must comply with each of the following prerequisites to be considered for a U.S. Bank Maxx Card program.

Cards

1. University must program and encode Track 1 of the Maxx Card magnetic stripe according to U.S. Bank specifications.
2. University must encode all University specific information on Track 3 of the primary Maxx Card magnetic stripe, or must use a secondary magnetic stripe on the bottom of the card for University specific information.
3. University may store/read/transmit only the last seven (7) digits of the Maxx Card number from Track 2 on University system for University functions. University cannot store/read/transmit the entire 16 digit ISO on any University system unless full end-to-end encryption is used.
4. A bar code may be used on the back of the Maxx Card as long as it doesn't interfere with the magnetic stripe area or signature panel. The bar code cannot appear on the front of the Maxx Card.
5. Maxx Card design will use a standard U.S. Bank template, designed according to U.S. Bank and VISA branding standards, with input from University on the background image and University logo used. Only one VISA Check card design can be used per school for the Maxx Card program (i.e. no separate designs for students vs. faculty/staff).
6. The campus declining balance program cannot be used at any merchants that are located off-campus (all on-campus merchants are acceptable, even if not University-owned).
7. All standard ID cards issued by University will contain the U.S. Bank logo and will have the ability to act as an ATM/debit card if the cardholder wishes to activate that feature instead of obtaining a Maxx Card.
8. Bank will provide University with the required layout and encoding specifications for the Maxx Card. University or its contractor will encode the Maxx Card in compliance with the specifications provided to University in the "Maxx Card Magnetic Stripe Layouts" document.

Security

1. University must be compliant with the PCI (Payment Card Industry) Data Security Standards described in ATTACHMENT C and must submit to regular audits.
2. University is responsible for the purchase of a safe to secure the VISA cardstock when not in use.
3. University is responsible for the purchase and installation of a monitored security system in the card office, including cameras, recording equipment, and alarms.
4. University is responsible for the purchase of a high-quality shredder that will be used to shred spoiled Maxx Cards and used print ribbon.
5. University will control physical access to the card personalization area to authorized personnel only.
6. University will maintain dual control of cardstock and other sensitive materials at all times.

Hardware/Software

1. University will work with Bank to install a U.S. Bank-owned router in a secure location and will provide a wiring cabinet to encase and lock the router.
2. University will provide a public IP address and will allow communication via University Internet service for secure data transmission between the U.S. Bank router on campus and the U.S. Bank server through the campus firewall.
3. University will provide space for an additional computer station within the card office for dedicated entry of secure personal User data entry by University employees.
4. University will provide space for Maxx Card printer, which must be physically secured to a stationary table to ensure security.
5. University is responsible for notifying Bank when a person with access to the card personalization system leaves University. Bank will provide usernames and passwords to authorized users.

Reporting

1. University will maintain daily, monthly and annual records of cardstock and supplies as required by VISA.
2. University will provide requested reports to Bank on a regular basis, including numbers of cards distributed.
3. University will participate in regular audits, performed by Bank, of its processes in handling VISA cardstock and maintaining security controls.

Attachment C**University Confidentiality and Non-Disclosure Agreement**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____ 201_, by and between U.S. Bank National Association, its affiliates, subsidiaries and assigns, with its principal place of business at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Bank") and San Jose State University, operating at _____ ("University").

WHEREAS, Bank and University contemplate exchanging certain information in order to facilitate provision of certain services to University (the "Purpose"); and

WHEREAS, Bank is legally obligated to maintain the confidential nature of certain types of information, which may include the information that Bank will provide to University, or University's agents and representatives;

NOW, THEREFORE, the parties agree as follows:

1. **Confidential Information.** University and Bank acknowledge that each party (as a "Recipient") may have access to and each party (as an "Owner") may provide to the other party, information that the respective party regards as confidential or otherwise of a proprietary nature.
 - 1.1. **Definition of Confidential Information.** Each party (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to Bank, information related to Bank's consumer customers. Confidential Information includes, but is not limited to, the following, whether now in existence or hereafter created:
 - (A) Any information of or about Bank's consumer customers of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons ("Customer Information");
 - (B) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable judgment, recognize as confidential; and
 - (C) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets, and any other intellectual property rights of the Owner or Owner's licensors; and
 - (D) All business, financial or technical information of the Owner (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and
 - (E) The Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials;

- (F) Information with respect to Owner's employees which is non-public, confidential, business related, or proprietary in nature, including, without limitation, names of employees, the employees' positions within the company, the fact that they are employees, contact information for employees, personal employee identification numbers, and any other information released to the Recipient regarding employees in the past and in the future;
- (G) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect "Confidential Information"; and

1.2. Essential Obligation.

- (A) Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient must ensure that each employee who will be handling Owner's Confidential Information signs an Individual Employee Confidentiality and Non-Disclosure Agreement. Additionally, it will be Recipients responsibility to keep and maintain all Individual Employee Confidentiality and Non-Disclosure Agreements.
- (B) Because Bank is a federally-regulated financial institution that must comply with the safeguards for Customer Information contained in the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA, University must establish, as an entity that maintains, processes, or otherwise is permitted access to Bank's customer information, appropriate measures designed to safeguard Customer Information. Specifically, University must establish and maintain data security policies and procedures designed to ensure the following:
 - (1) Security and confidentiality of Customer(s) information; and
 - (2) Protection against anticipated threats or hazards to the security or integrity of Customer(s) information; and
 - (3) Protection against the unauthorized access or use of Customer(s) information; and
 - (4) University agrees to permit Bank to audit University's compliance with this Section during regular business hours upon reasonable prior written notice to University and to provide to Bank copies of audits and system test results acquired by University in relation to the systems used to deliver services to Bank or Customer(s) under this Agreement.

- 1.3. Court Ordered Disclosure.** If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, Recipient shall promptly provide to the Owner notice of such request so that the Owner may seek an appropriate protection order.

2. Limited Use of Confidential Information and Survival of Obligations.

- 2.1.** Recipient may use the Confidential Information only as necessary for Recipient's performance hereunder or pursuant to rights granted herein and for no other use. Recipient's limited right to use the Confidential Information shall expire upon expiration or termination of this Agreement for any reason.

- 2.2. Recipient's obligations of Confidentiality and non-disclosure shall survive beyond Recipient's limited right to use the Confidential Information and shall survive termination or expiration for any reason of this Agreement.
 - 2.3. Recipient must develop and maintain appropriate security measures for the proper disposal and destruction of Confidential Information. Upon expiration of Recipient's limited right to use the Confidential Information, Recipient shall return all physical embodiments thereof to Owner or, with Owner's permission, Recipient may destroy the Confidential Information. Recipient shall provide written certification to Owner that Recipient has returned, or destroyed, all such Confidential Information in Recipient's possession.
3. **Disclosure to Third Parties.** If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient shall ensure that such third parties will have express obligations of confidentiality and non-disclosure, substantially similar to Recipient's obligations hereunder. Liability for damages due to disclosure of the Confidential Information by any such third parties shall be with Recipient.
4. **Remedies.** If Recipient or any of its representatives or agents breach the covenants set forth in this Agreement irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner shall be entitled to an injunction to restrain any continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled any other rights and remedies that it may have at law or in equity.
5. **Intrusion/Disclosures.** If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information by a Recipient or its sub-contractors (collectively "Disclosure") and/or any unauthorized intrusions into Recipient's or any of its subcontractor's facilities or secure systems, (collectively "Intrusion"), Recipient must immediately i) notify Owner of the Intrusion, ii) estimate the Disclosure's and/or Intrusion's effect on Owner, iii) specify the corrective action to be taken, and iv) investigate and determine if an Intrusion and/or Disclosure has occurred. If, based upon the investigation, Recipient determines that there has been an actual Disclosure and/or Intrusion, Recipient must promptly notify Owner and investigate the scope of the Disclosure and/or Intrusion, and must promptly take corrective action to prevent further Disclosure and/or Intrusion, and must, as soon as is reasonably practicable, make a report to Owner including details of the Disclosure (including Customer(s)' identities and the nature of the information disclosed) and/or Intrusion and the corrective action Recipient has taken to prevent further Disclosure and/or Intrusion. Recipient must, in the case of a Disclosure, cooperate fully with Owner to notify Owner's Customer(s) as to the fact of and the circumstances of the Disclosure of the Customer's particular information. Additionally, Recipient must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.
6. **PCI Data Security Standard Requirements.**
 - 6.1. The provisions set forth in this subsection apply to University as a "Service Provider" that either itself, or through a processor, its agent, or subcontractor, stores, processes, handles or transmits cardholder data in any manner. For purposes of this subsection, the term "Cardholder Data" refers to the cardholder's account number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. For purposes of this section, a "Service Provider" means any person or entity that maintains, processes, transmits or otherwise is permitted access to Cardholder Data, including through its provision of services to Bank. Customer

Information shall include cardholder data and such other customer information as may be defined elsewhere in this Agreement.

- (A) Service Provider shall at all times comply with the Payment Card Industry Data Security Standard Requirements ("PCI Data Security Standard Requirements") for cardholder data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available on the following internet website: www.visa.com/cisp. Service Provider's failure to comply with PCI Data Security Standard Requirements may result in fines and penalties and Service Provider will be responsible for the payment of any such fines and penalties.
 - (B) Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.
 - (C) If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for Service Provider, Service Provider shall immediately notify Bank, in the manner required by the PCI Data Security Standard Requirements, and provide Bank and the acquiring financial institution and their respective designees access to Service Provider's facilities and all pertinent records to conduct an audit of Service Provider's compliance with the PCI Data Security Standard Requirements. Service Provider shall fully cooperate with any audits of their facilities and records provided for in this paragraph.
 - (D) Service Provider shall maintain appropriate business continuity procedures and systems to ensure availability and security of cardholder data in the event of a disruption, disaster or failure of Service Provider's primary data systems.
- 6.2. Service Provider's and its successors' and assigns', compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.
- 6.3. Breaches of the PCI Data Security Standard Requirements may result in an interruption of card production until a reliable remedy is in place. Subsequent mishandlings may result in a full removal of the Instant Issue Process from University. In all matters of dispute a review and consideration of facts will take place within 10 business days of a significant event.
- 6.4. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.

7. **Term.** The term of this Confidentiality Agreement ("Term") will extend two (2) years past the term of the Student Debit Card Agreement executed between the parties on _____.

8. **GENERAL**

- 8.1. **Compliance with Applicable Law.** Each party warrants and represents that it is, and shall remain, in compliance with all applicable local, state, and federal laws and regulations. Violation of applicable laws or regulations by a party shall constitute a material breach of this Agreement.
- 8.2. **Governing Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of California.
- 8.3. **Use of Name.** Each party agrees not to refer to the other party directly or indirectly in any promotion or advertisement, metatag, any news release or release to any general or trade

publication or any other media without the prior written consent of the party whose use of name is sought, which consent may be withheld at that party's sole and complete discretion.

- 8.4. **Assignment.** Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Provided, however, that no such written consent shall be required in case of assignment to a surviving or successor entity in connection with the sale of substantially all of a party's stock or assets. An attempted assignment not in compliance with this paragraph shall be null and void.
- 8.5. **Modifications.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by a duly authorized representative of both parties, or, at least, by an authorized representative of the party to be charged.
- 8.6. **Waiver.** No waiver of any provision or of any right or remedy hereunder shall be effective unless in writing and signed by both party's authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof,
- 8.7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Agreement.
- 8.8. **Relationship of the Parties.** No joint venture, partnership, agency, employment relationship or other joint enterprise is contemplated by this Agreement. No employee or representative of University shall be considered an employee of Bank. In making and performing this Agreement, the parties shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party. This Agreement does not obligate the parties to enter into any future agreement or relationship.
- 8.9. **Entire Agreement.** This Confidentiality Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements relating thereto, written or oral, between the parties.
- 8.10. **Notices.** Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

If to Bank:

U.S. Bank National Association
EP MN BB3/Contract Services
2751 Shepard Road
St. Paul, MN 55116

If to University:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

U.S. Bank National Association

University

Whitney R. Bright
Signature

Karen J. McCall
Signature

Whitney R. Bright
By: Name

Karen J. McCall
By: Name **Contract Analyst**

VP CAMPUS BANKING
Its: Title

Its: Title

8/9/10
Date

8/16/10
Date

Attachment D

Individual Confidentiality and Non-Disclosure Agreement

I as employee of San Jose State University (University) acknowledge that during my course of employment certain information which is sensitive and confidential may be disclosed to me and that U.S. Bank is required to maintain the confidentiality of this information.

Furthermore, I agree that I am subject to the confidentiality, nondisclosure and security standards of University.

I agree with University and U.S. Bank that:

1. I will keep all matters and information related to the card programs strictly confidential. I will use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of University. I will not discuss or disclose any information related to the Maxx Card program to any persons, except to employees or agents of U.S. Bank or University, who need to know this information because of their employment duties and who have signed a copy of this Confidentiality Agreement.
2. I am aware and understand that the confidential information relating to the Maxx Card program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank Maxx Card Program and may be subject to further discipline or penalties from University.
3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify U.S. Bank. I will in the case of a Disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

Printed Name

Signature

Date

BID SHEET

The bid prices given is to be inclusive of **all** collateral materials and associated services necessary to support the project as described in this Request for Proposal.

The Financial Institution shall provide the University with initial and recurring compensation for the establishment of a partnership.

Should there be any potential costs to the University for the Services proposed; the Financial Institution will provide details of such costs.

Please see section 3.2.6 for complete details on our financial offer. In summary, we have proposed two options (the revenue summary pages follow this Bid Sheet):

The total U.S. Bank financial commitment to San Jose State University over a five (5) year contract for a Maxx Card program is \$633,500 as demonstrated in the following summary.

The total U.S. Bank financial commitment to San Jose State University over a five (5) year contract for an ATM/PIN-Based Debit program is \$376,000 as demonstrated in the following summary.

Whitney R. Bright

U.S. Bank
Company Name (Print)

06-25-10
Authorized Signature / Date

Whitney Bright – Vice President
Name and Title of Representative (Print)

636-300-5653
(Area Code) Telephone Number

636-688-3267
(Area Code) Fax Number (Required)

whitney.bright@usbank.com
Representative's Email Address

<u>100 Ungerboeck Park</u>	<u>O'Fallon</u>	<u>MO</u>	<u>63368</u>
Address	City	State	Zip

FIRST AMENDMENT TO AGREEMENT

Contract No. 2000038349

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") is made as of MARCH 31, 2015, between **Trustees of the California State University**, which is the State of California acting in a higher education capacity ("University") and **U.S. Bank National Association**, a national banking association ("Bank").

- A. Pursuant to the AGREEMENT dated as of August 1, 2010 (the "Agreement"), Bank agreed to be the exclusive provider of Banking Services to University that may be accessed by and through an ID Card.
- B. Bank and University are concurrently entering into an agreement for the placement of an On-Site Branch on the University Campus, and both parties desire for the terms of the On-Site Branch agreement and this Agreement to be coterminous.
- C. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank agree as follows:

1. **Term.** The Term of the Agreement shall hereby be extended for a period of seven (7) years, commencing on August 1, 2015, and expiring on July 31, 2022. This Agreement may be renewed at the discretion of Bank with 180 days written notice prior to the expiration of the then current term for two (2) additional successive terms of three (3) years each ("Renewal Terms," and collectively "Term"). University shall have thirty (30) days to reject a renewal by the Bank. The rejection notice must be in writing, and received by Bank within thirty (30) days of the University's receipt of a Bank renewal, if not the Bank's renewal shall be deemed accepted. The renewal shall be on the same terms and conditions as set forth herein. In the event the On-Site Branch premise has not been delivered by December 31, 2015, Bank shall have the right to immediately terminate the Agreement.
2. **Operations Payment.** Any and all references to a Royalty Payment or Royalty Schedule of any kind, as set forth in Exhibit B to the Agreement is hereby deleted and removed, effective upon August 1, 2015. Bank shall remain obligated for the annual Royalty Payment due in approximately February of 2015, in the amount of \$30,000.00, that shall cover Royalty Payments for the term of February 1, 2014, through January 31, 2015. The next and final Royalty Payment in the amount of \$15,000, for the term of February 1, 2015, through July 31, 2015, shall be paid to University on October 1, 2015. Thereafter, the Royalty Schedule shall be replaced with an Operations Payment from Bank to University, as consideration for the rights and obligations contained in the Agreement in the amount of Thirty

Thousand Dollars (\$30,000.00), the first being due and payable the day before the first anniversary of the delivery of the premises from University and Student Union, Inc. for the On-Site Branch, and annually thereafter during the Term of the Agreement on the day before the anniversary of the On-Site Branch delivery.

3. **ID Card Issuance and Maintenance.** Upon the opening of the On-Site Branch, Bank shall be responsible for ID Card issuance and maintenance, subject to the technical specifications for Banking Services contained in the Agreement. Until the opening of the On-Site Branch, Bank will be given exclusive access to San Jose State University students to promote the Tower Card Maxx and the anticipated new On-Site Branch.
4. **On-Site Branch Exclusivity.** University agrees that it shall not use, lease, or permit any area on the San Jose State University campus to be used by anyone other than Bank to operate an on-site branch bank, or provide retail banking functions that are traditionally offered by retail financial institutions. The foregoing notwithstanding, all ATMs on campus from other financial institutions shall not be a violation of this provision.
5. **Termination for Change in Law.** Bank may terminate this Agreement at any time with 90 days' notice to University without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.
6. **Authority.** University and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
7. **No Existing Defaults.** University and Bank represent and warrant that there are currently no defaults by either party under the Agreement.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
9. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.

10. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

[remainder of page intentionally left blank]

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

**TRUSTESS OF THE CALIFORNIA
STATE UNIVERSITY:**

By: B. Keltner
Print Name: Barb Keltner, C.P.M.
Title: Contract Analyst

**U.S. BANK NATIONAL
ASSOCIATION:**

By: D. Hoke
Print Name: Dan Hoke
Title: S.V. P.

**SECOND AMENDMENT TO
ID CARD AND BANKING SERVICES AGREEMENT**

This Second Amendment to the ID CARD AND BANKING SERVICES AGREEMENT (this "Amendment"), is made as of February ____, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and Trustees of the California State University ("University"), and is incorporated into the Agreement by reference.

Pursuant to the ID CARD AND BANKING SERVICES AGREEMENT dated as of August 1, 2010 as previously amended (the "Agreement"). Bank agreed to be the exclusive provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to amend the Agreement to reflect the necessary contractual changes required by the new rule to the current Agreement.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

Amendment of Section 1 Banking Services

Section 1.1.2 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

1.1.2 ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services or the Visa-branded Maxx Card with Banking Services. Users with active Bank checking accounts are able to activate the ATM/PIN based POS functionality, or obtain a Maxx Card with ATM/ Visa debit functionality, for no additional fee.

Section 1.3 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

1.3 Account Features. Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

Section 1.5 and the following language is added to the Agreement for all purposes:

1.5 Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, and will include the mean and median of the actual costs incurred by student account holders.

Amendment of Section 8 Term and Termination

Section 8.3 and 8.4 are deleted in their entirety and the following language is substituted in place thereof for all purposes:

8.3 Termination for Complaints or Fees.

8.3.1 Complaints. University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this

Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints were excessive.

8.3.2 Fees. University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

8.4 Termination; Effect on Users University and Bank agree that each User who has a checking account with Bank attached to an ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant this Section 8, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to this Section 8, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

8.5 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Royalty Schedule") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 13.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

Amendment of Notices Section 11

Section 11 of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

11. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid and return receipt requested.

University: San Jose State University
Bursar's Office
Meg Dejea
University Bursar
One Washington Square
San Jose, CA 95192-0138

Bank: U.S. Bank National Association
Campus Banking
Attn: Vincent Roos Vice President
6940 Mission Road/ SL-KS 9255
Prairie Village, KS 66208

Original Agreement Ratified and Affirmed

Except as set forth above, the Agreement is ratified and affirmed in all respects.

Agreed as of the date first above written:

U.S. Bank National Association

By: 

Its: SV Regional Mgr.

Date: 4/19/14

Trustees of the California State University

By: 

Its: Contract Analyst

Date: 4/11/14

**THIRD AMENDMENT TO
ID CARD AND BANKING SERVICES AGREEMENT
Contract No. 2000038349**

This Third Amendment to the ID CARD AND BANKING SERVICES AGREEMENT (this "Amendment") is entered into on ~~February 2, 2018~~^{February 29, 2018}, by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity ("University") and U.S. Bank National Association ("Bank").

Recitals

- A. Pursuant to ID CARD AND BANKING SERVICES AGREEMENT entered into on August 1, 2010 between University and Bank as amended March 31, 2015 and April 19, 2016 (the "Agreement"), Bank agreed to be the exclusive provider of Banking Services to University that may be accessed by and through an ID Card.
- B. University desires to change the type of ID Card used to access banking services; and
- C. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

Accordingly, the parties agree as follows:

**Amendment of Exhibit B, San Jose State University ID Card and Banking Services Agreement,
Section 6 Operations Payment.**

Section 6 of Exhibit B of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

6. Operations Payment.

6.1 Operations Payment. Bank shall pay to University an annual "Operations Payment" of \$30,000 payable on or before January 31st of each year during any Term or Renewal Term of this Agreement. The parties further agree that the Operations Payment may be used to offset the cost of the first 5000 proximity chip Maxx Card stock as follows. For the January 2018 Operations Payment, Bank will purchase 2,500 proximity chip Maxx Cards at a cost of \$5.72 per card. The school will forego \$14,300 of the Operations Payment, and Bank will pay to school \$15,700 for the remaining Operations Payment in 2018. Bank will order one more lot of 2500 proximity chip Maxx Card stock at \$5.72 per card when the Bank deems it necessary, and deduct the \$14,300 cost from the next annual Operations Payment due. Bank will cover the cost of the proximity chip Maxx Cards after the initial 5000 cards are purchased, but Bank reserves the right to cancel the proximity chip Maxx Card if it determines, in its sole discretion, the cost has become too prohibitive to continue to supply them. Upon such determination by Bank, the Maxx Card will no longer serve as a University student ID card. At that time, the Maxx Card will be re-designed, with University's consent, to avoid confusing it with the University's Tower ID card.

Should University desire to change to a different or alternative access device or payment technology, including a different contactless or chip Maxx Card, both parties agree to renegotiate the Operations Payment at such time.

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating the Operations Payments.

Original Agreement Ratified and Affirmed

Except as set forth above, the Agreement is ratified and affirmed in all respects, the parties are executing this Amendment, effective as of the date first written above, by and through their duly authorized officers.

Trustees of the California State University

Sign: BK [Signature]
By: Barbara Kellner
Title: President, Board of Trustees
Date: 3/29/18

U.S. Bank National Association

Sign: [Signature]
By: Amelia Anderson-Vale
Title: SVP, Branch Manager
Date: 4/12/18