CONTRACTUAL AGREEMENT FOR BANKING SERVICES THROUGH THE ISUCARD

THIS CONTRACTUAL AGREEMENT FOR BANKING SERVICES THROUGH THE ISUCARD (hereafter "Agreement") is made and entered into this 16th day of May, 2006 by and between IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereinafter referred to as "ISU" or "University") and U.S. BANK NATIONAL ASSOCIATION (hereinafter referred to as "U.S. BANK").

PURPOSE: It is the desire of ISU to obtain services from qualified banking Companies to provide financial services connected to the ISUCard. As a result of the competitive bid process, ISU has deemed the Proposal offered by U.S. BANK to be best suited to meet its requirements.

AGREEMENT: The contracting parties agree as follows.

1. Contractual Agreement Both parties agree that the terms, conditions, and technical specifications of Request for Proposal (RFP) Number 58055 as originally issued (as amended by addenda) and U.S. BANK's response to RFP 58055 are hereby incorporated and form the basis of this Agreement. In case of conflict between the terms of RFP Number 58055, U.S. BANK's response and this Agreement, the terms of this Agreement will govern.

2. Term of the Agreement

2.1 The Agreement will be effective on May 16, 2006, and continue until May 15, 2011. This agreement may be renewed for five (5) additional one-year periods, until May 15, 2016.

2.2 Renewal of the Agreement will be contingent upon ISU's review of U.S. BANK's performance, U.S. BANK's continued willingness to be bound by the stated terms and conditions identified in the Agreement, ISU's continued need of the services and the mutual acceptance of any proposed changes to the Agreement.

3. Detailed Specifications

3.1 Overall Goals U.S. BANK agrees to provide ISU Card financial services allowing ISU to meet the following goals.

3.1.1 Financial processing for the ISUCard program whereas the ISUCard serves as the card link to a demand deposit account.

3.1.2 Provide ISU with solutions to checking deposits and withdrawals, statement preparation, ATM transactions, debit card transactions, web account access and bank by phone transactions.

3.2 Detailed Scope of Work U.S. BANK to provide to ISU, at a minimum, the following services to qualified applicants:

3.2.1 Processing the ISUCard as an ATM card, which will allow access to an international ATM network.

3.2.2 Access to a checking account to include deposits, check writing capability (maximum may be set), ATM withdrawals and deposits, and ACH transactions.

3.2.3 Ability to link the ISUCard to the demand deposit account while maintaining the same ISO number currently connected to each student.
3.2.4 Ability to use customer selected PIN numbers.

3.2.5 Ability to use the ISUCard to interface to a demand deposit account, where the ISUCard would serve as a debit card.

3.3 U.S. BANK shall provide all the necessary equipment, supplies and technical assistance to set up and maintain the financial accounts associated with the ISUCard (i.e., clerical staff, materials, reconciliation reports, electronic files and programming requirements).

3.4 Account Activity Account activity relates to only the processing from the ABA stripe.

3.4.1 When the ABA stripe is used for payment of goods or services occurring either on or off campus, U.S. BANK shall market the ISUCard in order to provide the service base needed by the student, faculty, and staff population and therefore generate a revenue base needed to support the ISUCard program.

3.4.2 U.S. BANK shall assume all financial liability for transactions associated with the financial services provided under this Agreement, according to the terms of the applicable agreements and laws.

3.4.3 ISU will assume no liability for fraudulent use or overdrafts occurring due to ATM transactions, on accounts provided under this Agreement. U.S. BANK will provide a toll free number to support reporting of lost or stolen cards. Support staff to be available according to U.S. BANK's normal customer service schedule.

3.4.4 U.S. BANK understands the unique 17 digit ISO number that is assigned to each ISUCard and will have the protocols and technical development in place to make the ISUCard work for U.S. BANK customers.

3.4.5 U.S. BANK will offer the students a competitive Student Checking account and to faculty and staff a Workplace Banking account. Other banking products will be made available to the ISU community. Any checking or savings account will be available to the ISU population and can be attached to the ISUCard, provided the applicant meets U.S. BANK's standards. Opening of an account for a student or workplace applicant requires the applicant to pass a U.S. BANK quality review, and a review by the local branch for final acceptance. Specific details regarding U.S. BANK's quality review and standards for opening an account will be provided to applicants via application documents and appropriate marketing materials.
4. **ISUCard Royalties**  
The ISUCard royalty schedule is to be based on the following four factors.

4.1 U.S. BANK will pay a signing bonus of $150,000 for ISUCard program.

4.2 **Annual Royalty Fees**

4.2.1 At the end of each contract year, U.S. BANK will pay Iowa State University a royalty per active account calculated as a % of participation, payable within 30 days of the anniversary date of the contract as shown in the following table.

<table>
<thead>
<tr>
<th>Penetration %</th>
<th>Royalties to University</th>
<th>Active Account Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 19%</td>
<td>$25,000 lump sum payment</td>
<td>0 – 5,399 accounts</td>
</tr>
<tr>
<td>20 – 29%</td>
<td>$50,000 lump sum payment</td>
<td>5,400 – 8,099 accounts</td>
</tr>
<tr>
<td>30 – 39%</td>
<td>$100,000 lump sum payment</td>
<td>8,100 – 10,799 accounts</td>
</tr>
<tr>
<td>40 – 49%</td>
<td>$150,000 lump sum payment</td>
<td>10,800 – 13,499 accounts</td>
</tr>
<tr>
<td>50 – 59%</td>
<td>$200,000 lump sum payment</td>
<td>13,500 – 16,199 accounts</td>
</tr>
<tr>
<td>60 – 69%</td>
<td>$250,000 lump sum payment</td>
<td>16,200 – 18,899 accounts</td>
</tr>
<tr>
<td>70%+</td>
<td>$300,000 lump sum payment</td>
<td>18,900+ accounts</td>
</tr>
</tbody>
</table>

*active account range may vary slightly with enrollment numbers

4.2.2 The participation percentage above will be determined by dividing the number of active checking accounts by the universe of potential prospects (student enrollment numbers). The initial Royalty schedule is based on 27,000 Iowa State University students. As of January 30, 2006 U.S. BANK has 11,163 current Iowa State University customers.

4.2.3 Faculty and staff members have been removed from the denominator of the penetration calculation so any accounts opened with those community members will be "bonus" toward higher payouts.

4.2.4 U.S. BANK will pay University for all active accounts that be attributed to the partnership, regardless of whether or not they are linked to the ISUCard. U.S. BANK will use multiple ways to track ISU students, faculty and staff and all accounts are included in the penetration calculation. Additionally, as long as a student or faculty/staff member maintains an active checking account with U.S. BANK, the University continues to be paid for that account in the scale regardless of their continued affiliation or enrollment in the University.

4.3 U.S. BANK will pay for all card stock expenses incurred during the life of the contract. This commitment assumes a standard ABA compliant, magnetic stripe, CR80 size card stock as is currently in use for the ISUCard. ISU will work with U.S. BANK to order larger quantities of card stock in the earlier stage of the Agreement to gain efficiencies of quantity discounts.

4.4 During the life of this card program Agreement, U.S. BANK will dedicate "soft dollars" (monies spent by U.S. BANK towards the increased performance of the card program and a higher payout). The sum of the "soft dollars" is approximately $25,000 per year, with marketing at $15,000 per year and Staffing Resources & Consultation at $10,000 per year.

5. **Marketing**  
Each year of the Agreement, U.S. BANK will meet with ISU representatives to discuss and agree on a marketing plan that best promotes the partnership. Initial marketing efforts will include but are not limited to a spring and fall informational letter, tabling events, customized brochures and marketing materials for the ISUCard office.
6. **Termination**

6.1 If U.S. BANK is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of U.S. BANK’s insolvency, if U.S. BANK repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely services for ISU, or if U.S. BANK is otherwise guilty of a substantial violation of this Agreement, ISU may terminate this Agreement, without penalty to ISU, after giving U.S. BANK a minimum thirty (30) days written notice.

6.2 In any case where U.S. BANK has failed to provide services or has provided nonconforming services, ISU shall provide a Cure Notice. If after notice U.S. BANK continues to be in default, ISU may procure services from another source and terminate this Agreement, without penalty to ISU.

6.3 Upon not less than ninety (90) days prior written notification, this Agreement may be terminated by ISU without penalty.

7. **Immunity from Liability** Every person who is a party to this Agreement is hereby notified and agrees that ISU, and its agents, successors, and assigns are immune from liability and suit for or from U.S. BANK’s activities involving third parties and arising from this Agreement.

8. **Indemnification**

8.1 To the fullest extent permitted by law, U.S. BANK shall defend, indemnify, and hold harmless ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of U.S. BANK, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

8.2 In any and all claims against ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of U.S. BANK, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for U.S. BANK or any subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

9. **Code of Fair Practice** During the performance of this Agreement, U.S. BANK agrees to comply with applicable laws, rules and regulations relating to anti-discrimination.

10. **Subcontractors** U.S. BANK is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance and be acceptable to ISU. U.S. BANK is responsible for all acts of its subcontractors, as well as, the subcontractors’ performance of delegated duties. U.S. BANK shall be solely responsible for payment to all subcontractors or secondary suppliers that U.S. BANK may engage for the completion of this Agreement with ISU.
11. **Laws** Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

12. **Assignment** This Agreement (including any future Amendments incorporated into the Agreement) may not be assigned, transferred, sold or subcontracted by U.S. BANK without the prior written consent of ISU. Should U.S. BANK be purchased (in whole or in part) by another organization or should U.S. BANK wish to assign, transfer, or subcontract the agreement to another company, ISU shall have the right to terminate this Agreement upon ninety (90) days written notification, without penalty to ISU.

13. **Advertising** U.S. BANK shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU's Office of the Vice President for Business and Finance and any third party firm (currently LRG) that ISU designates to manage the ISU licenses and trademarks program during the course of this Agreement.

14. **Taxes** ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on U.S. BANK's employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.

15. **Responsibility for Those Performing the Work**

15.1 U.S. BANK shall be responsible for the acts and omissions of all U.S. BANK's employees and all subcontractors, their agents and employees, and all other persons under contract with U.S. BANK, while performing their duties and responsibilities.

15.2 U.S. Bank shall at all times enforce strict discipline and good order among U.S. BANK's employees while physically on the ISU campus and shall not employ any unfit person or anyone not skilled in the task assigned.

16. **Insurance** U.S. BANK shall purchase and maintain throughout the term of the resulting agreement, commercial general liability insurance, including contractual liability, and commercial automobile liability insurance to protect U.S. BANK from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under the resulting agreement, whether such operations be by U.S. BANK, subcontractor, agent, or by anyone else directly or indirectly employed by U.S. BANK.

U.S. BANK shall carry professional liability insurance covering errors and omissions arising out of the work performed. Coverage shall be written to cover all U.S. BANK's employees, agents and subcontracted workers. In addition, all statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies acceptable to ISU's Office of Risk Management and be duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be stated as follows:

- Worker's Compensation – Statutory
- Employer's Liability - $500,000/employee/$500,000 per accident
- Commercial General Liability - $1,000,000 each occurrence
- Commercial Auto Liability - $1,000,000 each occurrence
- Professional Liability - $1,000,000 each occurrence

The "State of Iowa", "Board of Regents, State of Iowa" and "Iowa State University" shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of the agreement, consistent with the provisions of this RFP, shall be considered breach of contract. Within ten (10) days of receipt of "Notice of Award", U.S. BANK shall provide ISU with a certificate of insurance, in a form acceptable to the ISU, showing that U.S.BANK is in compliance with the above conditions. The certificate shall also provide that should the policy be cancelled or materially changed, U.S. BANK shall notify ISU of the change or cancellation with written notice, at least thirty (30) days prior to the effective date of the change or cancellation.
17. **Amendments to the Contract**  This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

18. **Severability of the Contract**  In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

19. **Waiver of Rights**  No delay or failure to enforce any provision of this Agreement by ISU shall constitute a waiver or limitation of ISU's other rights under this Agreement.

20. **Independent Contractor**  U.S. BANK is an independent contractor and will not under any circumstances be considered an employee, partner, or agent of ISU, nor will the employees or agents of ISU be considered as employees or agents of U.S. BANK.

21. **Urgent Situations**  Both parties agree that, in the event situations arise of an urgent nature and which are not specifically addressed herein, that such situations may be resolved verbally by mutual consent followed by written confirmation signed by authorized representatives of both parties.

22. **Entire Agreement**  This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation, or promise with reference to this Agreement or any purported change in the terms of this Agreement shall be binding upon either party unless in writing and signed by authorized representatives of both parties.
Having read and understood this Contractual Agreement and the referenced terms, conditions, and specifications, in witness whereof, the parties have hereunto signed this Agreement and caused it to be executed in duplicate with each of the copies to be considered an original dated May 16, 2006.

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY
Ames, IA

BY: [Signature]
Name: John K. Piscitello
Title: Treasurer
DATE: August 28, 2006

U.S. BANK, NATIONAL ASSOCIATION
Ames, IA

BY: [Signature]
Name: John T. Russell
Title: Market President
DATE: July 20, 2006

BY: [Signature]
Name: Nancy S. Brooks
Title: Director of Purchasing
DATE: 8/31/06

BY: [Signature]
Name: Angela Immig
Title: Retail Market Manager
DATE: July 20, 2006