



**Campus Card Program Summary for the 2022-2023 Award Year (July 1, 2022 to June 30, 2023)**

No later than September 1, 2017, and each year thereafter, any institution with a T2 arrangement that meets or exceeds the credit balance thresholds under 34 CFR 668.164(f)(2)(ii) must post certain information prominently on the same website where the institution posts its full contract with a financial account provider. The institution must disclose:

1. For any year in which the institution's enrolled students open 30 or more financial accounts under the arrangement,
  - a) The number of students who had financial accounts under the contract at any time during the most recently completed award year; and
  - b) The mean and median costs incurred by those student account holders

**Iowa State University**

<b>Total student accounts with two-year cohort</b>	<b>2022-2023 Award Year</b>
Number of students with financial accounts	1,801
Mean	\$16.93
Median	\$1.61

2. The total monetary and non-monetary consideration paid or received by the parties under the contract;

Operations Payment to Iowa State University: \$ 175,000  
**2022-2023 Total Monetary Consideration \$ 175,000**

Marketing Commitment to Iowa State University: n/a  
**2022-2023 Total Non-Monetary Consideration \$ -**

**IOWA STATE UNIVERSITY  
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement (“Agreement”) is entered into on July 1, 2016, by and between IOWA STATE UNIVERSITY, Ames, IA (“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 ID Card Selection and Activation.** Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card) or the standard ID Card with Banking Services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard ID Card, for no additional fee.

**1.2 Other Financial Services Available.** Bank will promote 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 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 ATM’s 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 (as defined herein) 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.

**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. The process for calculating the account totals and the mean and median costs will be determined by written mutual consent of both parties.

**2. Automated Teller Machines.** Bank shall provide 10 ATMs on University's campus subject to the specifications for ATM Services contained in Exhibit A of this agreement.

**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 Standard ID Card contained in EXHIBIT B ("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 exclusive 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
- On-going tabling events including start of semester, and Banker in the House
- Study abroad seminars
- Carding events
- Financial Wellness Seminars

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.

**5.4 Promotional Information.** U.S. Bank shall facilitate mail solicitations using bank materials that are approved by the University. 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. Operations Payment Schedule.**

**6.1 Operations Payment Schedule.** Bank shall pay to University amounts as described in EXHIBIT C ("Operations Payment 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 operations payments.

**7. Term and Termination.** This Agreement will remain in effect for an initial term of five years, beginning on the date of this Agreement ("Initial Term") and continue until June 30, 2021. After the Initial Term, the parties may renew this Agreement for five additional successive one-year periods by mutual written agreement within ninety (90) days prior to the end of any Initial Term or renewal term.

**7.1 Termination without Cause.** University may terminate this Agreement without cause upon 120 calendar days' prior written notice to Bank.

**7.2 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 7.3 regarding immediate termination for cause.

**7.3 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.

**7.4 Termination for Change in Law.** Bank may terminate this Agreement at any time with 30 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.

#### **7.5 Termination for Complaints or Fees.**

**7.5.1 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 120 days' notice to Bank if University determines that number of complaints were excessive.

**7.5.2 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 120 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.

**7.6 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 to this Section 7, 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 7, 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.

**7.7 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 ("Operations Payment Schedule") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 15.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

**8. 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. This includes, but is not limited to, student refund and payroll disbursement products that solicit student checking accounts and/or provision of connectivity to the University ID Card.

**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 Iowa. 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. Liability.** Every person who is a party to this Agreement is hereby notified and agrees that University, and its agents, successors, and assigns are immune from liability and suit for or from Bank's activities involving third parties and arising from this Agreement. The University, its agents, the Board of Regents, State of Iowa and the State of Iowa are immune from liability and suit from any activity involving the ATMs. The University will assume no liability for fraudulent use or overdrafts on student banking accounts offered under this agreement. The Bank shall assume all liability for transactions associated with the student banking and ATM services. All types of damage, break-ins, and loss of funds shall be reported to the University but will be the sole risk and responsibility of the Bank.

**11. Insurance.** The Bank shall maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Bank arising from Bank's business operation. The Bank shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Bank is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**11.1 Coverage Amounts.** Minimum coverages and requirements are as follows:

**11.1.1 Commercial General Liability**

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

**11.2 Automobile**

\$1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

**11.3 Umbrella Liability**

\$1,000,000 each occurrence/\$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

**11.4 Worker's Compensation and Employer's Liability**

Statutory Limits of \$100,000/\$500,000/\$100,000

**11.4.1** Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa.

**11.4.2** Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the company's employees, partners, members, officers and sole proprietors must be included.

**11.5 Additional Requirements**

**11.5.1** The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.

**11.5.2** The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability and Excess Liability. Additional insured status shall be on a primary and non-contributory basis.

**11.5.3** The Commercial General Liability and Commercial Automobile Policies shall grant Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa additional insured status with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought.

**11.5.4** Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.

**11.5.5** Bank must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.

**11.5.6** The Commercial General Liability and Commercial Automobile policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

**11.5.7** Bank shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Bank's own policy.

**11.5.8** The Commercial General Liability and Commercial Automobile policies may not be non-renewed or cancelled unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

#### **11.6 Insurance Notification**

The certificate must be mailed or faxed to:  
Iowa State University  
Purchasing Department  
3616 Administrative Services Bldg., Ames, IA 50011-3616  
Phone: 515-294-4860 Fax: 515-294-9606

**12. Access to Bank Records / Audits.** The Bank agrees to keep and provide University upon request, full copies of all records that pertain to University throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the date the latest transaction is processed, regardless of when the Agreement is terminated, unless required to retain for a longer period by state or federal statute. The parties agree that nothing under this Agreement provides for onsite audits or records access at a Bank location.

**13. License.** The parties shall not use or reference each other's name as a part of any commercial advertising without prior written approval. For the University, approval must come from the Office of the Senior Vice President for Business and Finance and any third party firm (currently Learfield Licensing Partners) that the University designates to manage the University's licenses and trademarks program during the course of this Agreement. For the Bank, approval must come from a Vice President of U.S. Bank.



**14. Notices.** All notices and statements by either party in connection with this Agreement shall be binding upon mutual written agreement by both parties and shall be 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: Iowa State University  
Purchasing Department  
Stacy Sassman  
Associate Director of Purchasing  
3616 Administrative Services Building  
Ames, IA 50011-3616

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

#### **15. Miscellaneous.**

**15.1 Choice of Law.** This Agreement and its interpretation shall be governed by the laws of the State of Iowa. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, the State of Iowa.

**15.2 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.

**15.3 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.

**15.4 Entire Agreement; Amendment.** This Agreement, any attachments, Iowa State University's RFP 63276 and the RFP response dated February 19, 2016 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.

**15.5 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.

**15.6 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.

**15.7 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

**Exhibit A**

**ATM Terms and Conditions**

1. Bank shall provide ATMs (with at a minimum, the ability to dispense cash) at the locations set forth below:

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
Iowa State University - Memorial Union West	2229 Lincoln Way	Ames	IA	50014
Iowa State University - Memorial Bookstore	2229 Lincoln Way	Ames	IA	50014
Iowa State University - College of Design	146 College of Design	Ames	IA	50011
Iowa State University - Union Drive Community Cntr	2419 Friley Hall	Ames	IA	50011
Iowa State University - Hub	4 Hub	Ames	IA	50011
Iowa State University - Veterinary Med College	1600 South 16th Street	Ames	IA	50011
Iowa State University - Frederiksen Court	1014 Frederiksen Court	Ames	IA	50010
Iowa State University - Parks Library	198B Parks Library	Ames	IA	50011
Iowa State University - Memorial Food Court	2229 Lincoln Way	Ames	IA	50014
Iowa State University - Maple Willow Larch Commons	211 Iowa State University	Ames	IA	50013

University reserves the right, upon request, to increase or decrease the number and location of the ATMs during the term of the Agreement. Both parties must mutually agree before a change is ordered, and the license fee shall be adjusted accordingly. Bank shall have the first right of refusal for all additional ATMs installed on campus. If Bank is unable or unwilling to provide the additional ATMs at terms agreeable to the University and Bank, then the University has the right to obtain such ATM services from other sources.

2. ATMs shall be maintained to accommodate peak usage during periods such as, but not limited to, the beginning of each semester, the last week of the academic year, and large campus events.
3. ATMs shall be operational during hours that the facility is accessible, with the exception of routine maintenance and cash loading.
4. Bank shall provide ATM services to its own customers at no charge. Bank may impose a fee to non-bank customers for a cash withdrawal, deposit, cash advance initiated at the ATM (a "Surcharge") with respect to some or all non-customer transactions at Bank ATMs. Bank's Surcharge to non-customers will not exceed \$2.50 for every qualifying cash withdrawal. Notwithstanding the foregoing, Bank retains the right to review the ATM Surcharge rate annually. Decisions regarding the Surcharge will be made by mutual agreement, with approvals not unreasonably withheld, conditioned, or delayed by the University. All decisions with respect to the imposition of Surcharges, including without limitation the amount thereof and the types of cards and transactions affected, shall be made by Bank with the consent of University, whose consent shall not be unreasonably withheld, conditioned or delayed.
- a. In addition to its other rights and obligations under this Agreement, Bank shall, at its sole expense:

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.

**15.8 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.

IOWA STATE UNIVERSITY

Sign: Joan K. Piscitello  
By: Joan K. Piscitello  
Title: Treasurer  
Date: April 14, 2016

IOWA STATE UNIVERSITY

Sign: Stacy Sass  
By: Stacy Sassman  
Title: Associate Director of Purchasing (Interim)  
Date: 4/15/2016

U.S. BANK NATIONAL ASSOCIATION

Sign: Laura Law  
By: Laura Law  
Title: SVP  
Date: 4/26/16

U.S. BANK NATIONAL ASSOCIATION

Sign: Maria Johnson  
By: Maria Johnson  
Title: SVP  
Date: 5/2/16

- i. Use the premises for the purposes of installing, maintaining, and operating the ATM.
  - ii. Maintain the ATM in good working order.
  - iii. Provide the data line and modem for the ATM and pay all related ongoing communication costs.
  - iv. Pay applicable personal property taxes levied on the ATM.
  - v. Comply with applicable laws pertaining to the ATM.
  - vi. Bank may, at its option and with prior approval from University, bolt the ATM to the floor. Upon removal, bolts will be sawed off flush to the floor.
5. Bank shall provide customer service which is readily available and easily identifiable to ATM customers.
6. Signage on the ATM or at the ATM location shall be kept to a minimum and shall be reasonably approved by the University before being installed.
7. Bank shall be responsible for all costs related to the installation of the ATMs, remodeling costs and the installation and cost of the necessary electrical, telephone, and security. University shall, at its expense:
  - a. Provide adequate space on the premises for the ATM, in locations acceptable to Bank.
  - b. Pay the installation and operation costs for a dedicated electrical power line to be used by each ATM.
  - c. Pay all real property taxes levied or assessed against the premises.
  - d. Maintain the area immediately around each ATM in a safe, clean, neat, and orderly condition, and maintain access to each ATM for customers and for Bank's authorized employees, agents, and contractors. The area around the ATM shall be kept in compliance with the Americans With Disabilities Act ("ADA"), including but not limited to keeping clear floor or ground space immediately in front of the ATM of 30 inches (760 mm) minimum by 48 inches (1220 mm) minimum.
  - e. Promptly notify Bank of any defects, vandalism, or malfunctions affecting the ATMs or any related equipment or ATM signage.
  - f. Comply with applicable laws pertaining to the premises.
8. Bank shall conform to all rules, regulations, and laws that govern ATMs.
9. Bank shall provide monthly standardized reporting of ATM usage by location and by transaction type.
10. The University acknowledges that the ATM and the incidental equipment necessary for the operation of the ATM, at the stated locations, is the sole property of the Bank.
11. The University acknowledges that the ATMs and the currency contained in the ATMs are the property of Bank, and University has no right, title or interest whatsoever in any ATM or its currency. Further, University acknowledges that Bank has a strong proprietary interest in the safety and security of the ATMs and currency. University agrees to allow Bank access to the ATMs and currency immediately upon Bank's request. Bank may take all reasonable steps to secure the ATMs or currency, including but not limited to removal of the ATMs or currency without penalty, if University voluntarily or involuntarily becomes subject to or is expected to become subject to a bankruptcy court, receiver, or some other form of financial overseer,

or if Bank reasonably believes that a serious risk to the safety or security of the ATMs or currency is imminent. University acknowledges that any interference, interruption or prevention of Bank's access to the ATMs and currency or Bank's other rights under this section will result in irreparable harm to Bank.. At all times, the ATMs shall remain personal property of Bank regardless of the manner in which they may be affixed to the premises. The terms of this section shall survive any termination of this Agreement. To the extent permitted by law (including the Iowa Tort Claims Act, Iowa Code Chapter 669), University shall be responsible for its own negligence and that of its officers, employees and agents.

12. Bank agrees to replace all current ATMs on campus with new models by December 31, 2019.
13. Bank shall monitor ATMs on a 24/7 basis to be aware of any alarms, tampering, or loss of power/communication.
14. Bank shall monitor the cash level for all ATMs to ensure the appropriate cash loads.

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

1. University will assign 17-digit card number as follows:
  - (a) First six numbers – University owned IIN: 600957
  - (b) University will assign next 11 numbers, with the last digit being the MOD-11 check digit.
2. The 17-digit card number must appear on the front of ID Card.
3. No two card numbers shall be the same.
4. In the event of a lost or stolen ID Card, University will issue a new card with a new number.
5. Bank will provide University with the required layout and 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 “Track 2 Layout” document.
6. University shall timely report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
7. If Iowa State University decides to redesign the card, changes may be made with mutual agreement between both parties. The card must display the following text (or an approved variance) 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).

8. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.

## Exhibit C

### Operations Payment Schedule

#### Option #1 - Student Banking Account with University Card utilization

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

##### A. Student Banking Account with ISUCard utilization

1. Bank will pay a signing bonus of **\$200,000** for the ISUCard partnership within 60 days of contract execution. Should Iowa State University decide to terminate the relationship in less than a 5 year term without cause the following repayment will be required:

Year	Repayment
1	\$200,000
2	\$150,000
3	\$100,000
4	\$50,000
5	\$0

2. Bank will pay Iowa State University an operations payment in the amount of **\$400,000** a year starting in May of 2017.
3. Bank will continue to pay Iowa State University an operations payment in the amount of **\$400,000** a year for any additional year the contract is renewed following the conclusion of the initial 5 year term.
4. Bank will pay Iowa State University **\$30,000** per year for on-going card stock and ribbon expense.
5. Bank will dedicate "soft dollars" (monies spent by Bank toward the increased performance of ISUCard program). The anticipated total sum of Bank's "soft dollars" is approximately **\$65,000** per year, broken down as follows:
  1. Marketing – **\$15,000** per year
  2. Scholarships – **\$20,000** per year
  3. U.S. Bank Staffing Support – **\$30,000** per year

##### B. 10 ATMs

1. U.S. Bank will pay Iowa State University ATM rent in the amount of **\$55,000** a year starting in May of 2017.
2. U.S. Bank will continue to pay Iowa State University ATM rent in the amount of **\$55,000** a year for any additional year the contract is renewed following the conclusion of the initial 5 year term.

**FIRST AMENDMENT TO IOWA STATE UNIVERSITY  
IDCARD AND BANKING SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO IOWA STATE UNIVERSITY IDCARD AND BANKING SERVICES AGREEMENT**(this "Amendment") is entered into this 16th day of June, 2016, by and between IOWA STATE UNIVERSITY, Ames, IA ("University") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

**RECITALS**

- A. University and the Bank are parties to a Id Card and Banking Services Agreement dated July 1, 2016 (the "Agreement"), by which the Bank is the exclusive provider of certain Banking Services as part of the function of the University's Id Card.
- B. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
- 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. **Exhibit C, Operations Payment Schedule.**

Section B(1) of Exhibit C to the Agreement is deleted in its entirety and the following language is substituted therein for all purposes:

1. U.S. Bank will pay Iowa State University ATM rent in the amount of **\$55,000** starting in July 2016 and then annually each July beginning in 2017.

2. **Counterparts.** This Amendment may be executed in two or more identical counterparts and delivered by facsimile or electronic mail, with the same force and effect as if all required signatures were contained in a single, original instrument.

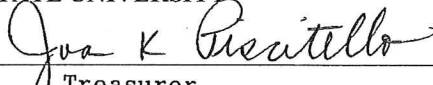
3. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.

*[Remainder of page intentionally left blank. Signature page follows.]*

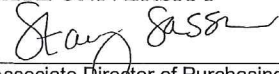


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered on or as of the date first set forth at the beginning of this Amendment.


**IOWA STATE UNIVERSITY**

By:   
Title: Treasurer  
Date: June 15, 2016

**IOWA STATE UNIVERSITY**

By:   
Title: Associate Director of Purchasing (Interim)  
Date: June 16, 2016

**U.S. BANK NATIONAL ASSOCIATION**

By:   
Title: VP Carol Lafferty, on behalf of SVP Laura Law  
Date: June 16, 2016

**SECOND AMENDMENT TO IOWA STATE UNIVERSITY  
IDCARD AND BANKING SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO IOWA STATE UNIVERSITY IDCARD AND BANKING SERVICES AGREEMENT** (this "Amendment") is entered into on July 1, 2021, by and between IOWA STATE UNIVERSITY, Ames, IA ("University") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

**RECITALS**

- A. University and the Bank are parties to a Id Card and Banking Services Agreement dated July 1, 2016 (the "Agreement"), by which the Bank is the exclusive provider of certain Banking Services as part of the function of the University's Id Card.
- B. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
- 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. **Section 7. Term and Termination.**

Both parties agree to renew the Agreement for one year for the dates July 1, 2021 through June 30, 2022.

2. **Exhibit A, ATM Terms and Conditions, Item 1,** the list of ATM locations will be deleted and replaced with the following:

Name	Address	City	St	Zip
ISU - Memorial Food Court	2229 Lincoln Way	Ames	IA	50014
ISU - Union Drive Community Cntr	2419 Friley Hall	Ames	IA	50011
ISU - Maple Willow Larch Commons	211 Iowa State University	Ames	IA	50013

3. **Exhibit C, Operations Payment Schedule. Section C** shall be deleted in its entirety and the following language shall be substituted therein for all purposes:

Bank will make a single all-inclusive monetary payment to University satisfying the Bank's entire financial obligations during the Renewal Term in May of 2021, the payment of \$150,000 will be composed of operations payment, ATM Rent (3 machines), Card Stock & Scholarship.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered on or as of the date first set forth at the beginning of this Amendment.

**IOWA STATE UNIVERSITY**

DocuSigned by:

By: Joan Piscitello  
Title: Associate Vice President Central Finance  
Date: 4/9/2021 | 10:55 AM CDT

**IOWA STATE UNIVERSITY**

DocuSigned by:

By: Stacy Sassi  
Title: Associate Director  
Date: 4/9/2021 | 11:38 AM CDT

**U.S. BANK NATIONAL ASSOCIATION**

By: Robt / W...  
Title: Regional Executive - Executive Vice President  
Date: 3/15/2021

**U.S. BANK NATIONAL ASSOCIATION**

DocuSigned by:

By: Robert Myhre  
Title: 7CECEA1E32D4445... Sr. Vice President  
Date: 4/6/2021

## **THIRD AMENDMENT TO IOWA STATE UNIVERSITY IDCARD AND BANKING SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO IOWA STATE UNIVERSITY IDCARD AND BANKING SERVICES AGREEMENT** (this "Amendment") is entered into on July 1, 2022, by and between IOWA STATE UNIVERSITY, Ames, IA ("University") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

### **RECITALS**

- A. University and the Bank are parties to a Id Card and Banking Services Agreement dated July 1, 2016 (the "Agreement"), by which the Bank is the exclusive provider of certain Banking Services as part of the function of the University's Id Card.
- B. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
- 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. **Section 7. Term and Termination.**

Both parties agree to renew the Agreement for three years for the dates July 1, 2022 through June 30, 2025, with one remaining mutual renewal option for July 1, 2025 through June 30, 2026.

2. **Exhibit C, Operations Payment Schedule, Section C** as amended in the Second Amendment dated July 1, 2021 the following language shall be edited for accuracy and added to as a second paragraph therein for all purposes:

Bank will make a single all-inclusive monetary payment to University satisfying the Bank's entire financial obligations during the Renewal Term in May of 2022, the payment of \$150,000 will be composed of operations payment, ATM Rent (3 machines), Card Stock & Scholarship.

The Bank's entire financial obligations during the following Renewal Terms shall be:

May of 2023: \$175,000

May of 2024: \$175,000

May of 2025: \$200,000

May of 2026: \$200,000

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered on or as of the date first set forth at the beginning of this Amendment.

**IOWA STATE UNIVERSITY**

By: Bonnie Whalen  
Title: Associate Vice President  
Date: 12/20/2021 2:06 PM CST

**IOWA STATE UNIVERSITY**

By: Jay Sasser  
Title: Associate Director  
Date: 12/20/2021 4:21 PM CST

**U.S. BANK NATIONAL ASSOCIATION**

By: Robert J. Weiss  
Title: Executive Vice President  
Date: 12/17/2021