AGREEMENT (AMENDMENT)

AGREEMENT NUMBER	AM. NO.	DE-N-1000
C052956	6	
CONTRACTOR IDENTIFICATION N	VUMBER	0

THIS AMENDMENT, made and entered into this 8th day of October 2022, 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 CSU and

SERVICE PROVIDER'S NAME

U.S. Bank

,hereafter called Service Provider,

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

Agreement No. C052956, dated March 19, 2007, between California State University, Fullerton, and U.S Bank for TitanCard Financial Institution Partnership is hereby amended as follows:

The following amendment is incorporated into the agreement:

Rider E - Sixth Amendment to the TitanCard Financial Institution Contract, consisting of two (2) pages.

All terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.	
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY	
UNIVERSITY	CONTRACTOR
California State University, Fullerton	U.S Bank / /
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) // DATE
> Alex Rosales 10-8-22	> MANIN
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Alex Rosales, Associate Director, Contracts and Procurement	CARL D. JORDAN GEOWENE VER PROSTA
DEPT.	ADDRESS
Contracts & Procurement	
2600 Nutwood Ave., Fullerton CA 92831	
AMOUNT ENCUMBERED BY THIS AMENDMENT	REQUIRE CHARTFIELD DISTRIBUTION
\$0.00	Account Fund Dept ID
TOTAL AMOUNT OF CONTRACT	613001 THEFD 10225
\$0.00	

The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

SIXTH AMENDMENT TO THE TITANCARD FINANCIAL INSTUTION CONTRACT

This Sixth Amendment to the TitanCard Financial Institution Contract (this "Amendment") is effective as of the date of the last signature below, is made by and between U.S. Bank National Association ("Bank") and the Trustees of the California State University ("CSU").

Pursuant to the TitanCard Financial Institution Contract dated March 19, 2007 with an effective date of April 2, 2007, as amended April 1, 2012, October 10, 2016, December 14, 2018, December 11, 2020, December 12, 2021, and May 26, 2021 (collectively the "Agreement"). Bank agreed to be the exclusive provider of campus ID card banking services to CSU that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the meaning given to them in the Agreement).

CSU and Bank wish extend the Term of the Agreement for two years.

Therefore, the parties agree as follows:

- 1. Amendment of Agreement Term. The term of the Agreement is hereby extended for a period of two-years commencing on April 1, 2023 and expiring on March 31, 2025.
- 2. Amendment of Exhibit G, U.S. Bank Affinity Card Terms and Condition, Section 3 Card Issuance. Section 3 of Exhibit G shall be deleted in its entirety and replaced with the following language for all purposes.
- 3. <u>Card Issuance and Termination</u>. Beginning on the Program launch date and thereafter until termination of the Agreement, unless Bank elects to terminate for convenience, Bank shall offer Program cards to Bank's customers in accordance with the Terms and Conditions and the Bank's policies. Upon any termination of the Agreement or Program the parties agree to wind down the Program as follows.

Upon any termination of this Agreement or the Affinity Card Program, University will allow Bank customers having an Affinity Card plastic on their open Bank accounts to continue to use the existing issued Affinity Card plastic. Such plastic will be replaced with plastic that does not bear University's Licensed Marks solely upon expiration of the plastic or replacement of plastic due to lost/stolen or upgrade reasons.

Original Agreement ratified and affirmed.

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

U.S. Bank National Association

By: \(\int \text{inth}\)

Date: 11-3-35

Trustees of California State University

By: Alex Rosales

Its: Assoc. Dir, Contracts and Procurement

Date: <u>10-18-22</u>