

AGREEMENT (AMENDMENT)

AGREEMENT NUMBER C052956	AM. NO. 2
CONTRACTOR IDENTIFICATION NUMBER V0000508631	

THIS AMENDMENT, made and entered into this **20th day of May 2021**, 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 amendments are incorporated into the agreement:

- Rider A** – Second Amendment to the TitanCard Financial Institution Contract, consisting of two (2) pages,
- Rider B** – Third Amendment to the TitanCard Financial Institution Contract, consisting of three (3) pages,
- Rider C** – Fourth Amendment to the TitanCard Financial Institution Contract, consisting of one (1) page,
- Rider D** – Fifth Amendment to the TitanCard Financial Institution Contract, consisting of five (5) 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	CONTRACTOR
UNIVERSITY California State University, Fullerton	CONTRACTOR U.S Bank
BY (AUTHORIZED SIGNATURE) _____ DATE _____	BY (AUTHORIZED SIGNATURE) _____ DATE _____
➤ <i>Hector Muniz</i> 05/26/2021	➤ <i>Chris Venhoff</i> 5/25/21
PRINTED NAME AND TITLE OF PERSON SIGNING Hector Muniz, Buyer III Lead	PRINTED NAME AND TITLE OF PERSON SIGNING Chris Venhoff, SVP
DEPT. Contracts & Procurement 2600 Nutwood Ave., Fullerton CA 92831	ADDRESS 201 E YORBA LINDA, PLACENTIA, CA 92870
AMOUNT ENCUMBERED BY THIS AMENDMENT	REQUIRE CHARTFIELD DISTRIBUTION
\$0.00	Account Fund Dept ID 613001 THEFD 10225
TOTAL AMOUNT OF CONTRACT	
\$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.

SECOND AMENDMENT TO THE TITANCARD FINANCIAL INSTITUTION CONTRACT

This Second Amendment to the TITANCARD FINANCIAL INSTITUTION CONTRACT (this "Amendment"), is made as of Oct 10, 2016 ("Effective Date") 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 (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 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, CSU and Bank want to amend the Agreement to reflect the necessary contractual changes required by the new rule to the current Agreement.

CSU and Bank also wish to extend the term of their Agreement two (2) years, to reflect the present circumstances of their relationship.

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 Agreement Term. The term of the Agreement is hereby extended for a period of two (2) years commencing on April 2, 2017 and expiring on April 1, 2019 (the "Extended Term"). This Agreement may be renewed by the mutual consent of the parties for one (1) additional two (2) year term, by the execution of a written instrument reflecting such intent at least (6) months prior to the end of the Extended Term. All other terms and conditions of the Agreement shall remain the same except for those amended herein.

Amendment of Exhibit F Supplemental Provisions and Termination

Section 4 Early Termination

Exhibit F Section 4 is amended by the addition of Section 4.4 and the following language for all purposes:

4.4 Termination for Change in Law. Bank may terminate this Agreement at any time with 30 days' notice to CSU 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.

Section 5 ID Card Services

Exhibit F is amended by the addition of Section 5 ID Card Services, and the addition of the following language to the Agreement for all purposes:

5.1 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.

5.2 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 CSU'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.

5.3 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.

Section 6 Notice

Exhibit F is amended by the addition of Section 6 Notice and the addition of the following language to the Agreement for all purposes:

6. 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.

CSU: California State University, Fullerton
Nelson Nagai
Director, Contracts and Procurement
2600 Nutwood Ave.
Suite 300
Fullerton, CA 92831

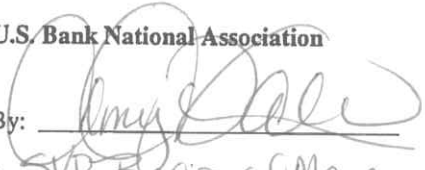
Bank: U.S. Bank National Association
Campus Banking
Attn: Vincent Roos Vice President
6940 Mission Road/ SL-KS 9255
Prairie Village, KS 66208

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 written above:

U.S. Bank National Association

By: 
Its: SVP, Regional Manager, USB
Date: 10/12/16

Trustees of the California State University

By: 
Its: Director - Contracts & Procurement
Date: 10/10/16

**THIRD AMENDMENT TO THE
TITANCARD FINANCIAL INSTITUTION CONTRACT**

This Third Amendment to the TitanCard financial Institution contract (this "Amendment") is made as of December 14, 2018 (Effective Date") 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 and October 10, 2016 (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 to extend the Term of their Agreement and to reflect the present circumstances of their relationship.

Therefore, the parties agree as follows:

Amendment of Exhibit D. Exhibit D of the Agreement is deleted in its entirety and replaced with the Exhibit D attached to this Amendment for all purposes.

Amendment of Exhibit F. The first bullet of Section 1 of Exhibit F will be deleted in its entirety and replaced with the following language for all purposes.

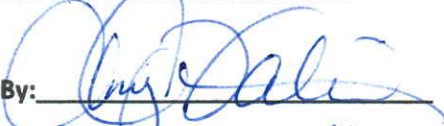
- Annual no cost access events. Bank will work with University's student program staff to facilitate Bank access to these sessions for purposes of making information available to incoming students and conducting presentations concerning Bank products.
 - (i) Orientation Events:
 - a. Transfer Student Orientation Resource Fair
 - b. New Grad Student Orientation Resource Fair
 - c. Freshman Orientation Sessions
 - (ii) Titan TechDay
 - (iii) Titan Experience Fair

Amendment of Agreement Term. The term of the Agreement is hereby extended for a period of two (2) years commencing on April 2, 2019 and expiring on April 1, 2021 (the "Extended Term"). All other terms and conditions of the Agreement shall remain in effect except for those amended herein.

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: 
Its: SVP Region Manager
Date: 1/9/19

Trustees of the California State University

By: Nelson Nagai
Its: Nelson Nagai
Date: 12/17/18

C052956
Exhibit D
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U.S. Bank Financial Support and Implementation

Card Operations Payment

Bank will pay a card operations payment to University \$ 35,000 per year for the Extended Term of the Agreement. The annual card operation payments will be made prior to September 30th of each year during the Extended Term of the Agreement.

Annual Sponsorship

Bank will provide an annual \$2,000 sponsorship to University for the benefit of the New Parent and Family Orientation Fair to be paid on or before April 2, 2019, and each April 2nd thereafter during the Extended Term.

Payment Remittance

Make checks payable to California State University Fullerton

California State University Fullerton
Attn: Steven Yim, University Controller
800 N. State College Blvd.
Fullerton, CA 92831

The check stub is to include contract # C052956 and the account number 116791

**FOURTH AMENDMENT TO THE
TITANCARD FINANCIAL INSTITUTION CONTRACT**

This Fourth Amendment to the TitanCard financial Institution contract (this "Amendment") is made as of December 11, 2020 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, and December 14, 2018 (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 to extend the Term of their Agreement and to reflect the present circumstances of their relationship.


Therefore, the parties agree as follows:

1. **Amendment of Agreement Term.** The term of the Agreement is hereby extended for a period of one-year commencing on April 2, 2021 and expiring on April 1, 2022 (the "Extended Term"). Bank shall have one option to extend the term for a period of 1 year (April 1, 2022 – March 31, 2023). In order to exercise this option, Bank shall give University written notice not less than 90 days prior to the expiration of the Extended Term. All terms and conditions shall remain the same during the option period.


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: 
Its: Chris Venhoff, CBB
Date: 1/12/21

Trustees of California State University

By: 
Its: Hector Muniz, Buyer III Lead
Date: 01/12/2021

FIFTH AMENDMENT TO THE
TITANCARD FINANCIAL INSTITUTION CONTRACT

This Fifth Amendment to the TitanCard Financial Institution Contract (this "Amendment") is effective as of the date of the last signature below, it 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, and December 11, 2020 (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 add affinity card terms and conditions contained in an Exhibit to the Agreement.


Therefore, the parties agree as follows:

1. **Amendment of Agreement Exhibits.** The attached Exhibit G Affinity Card Terms and Conditions is to be added in its entirety and incorporated into the Agreement for all purposes.

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: 
Its: Chris Verhoff, SVP
Date: 5/25/21

Trustees of California State University


By: 
Its: Hector Muniz
Date: 05/26/2021

EXHIBIT G

U.S. Bank Affinity Card Terms and Conditions

These U.S. Bank Affinity Card Terms and Conditions (“Terms and Conditions”) facilitate the provision of an affinity debit card bearing the CSU’s “Licensed Marks” which shall mean the current and future trademarks, service marks, stylized marks, photographs, and logos of the CSU as these collective marks are described and provided by the CSU on the attached Addendum A to this Exhibit G. These Licensed Marks are owned by the CSU or it has a license to use the Licensed Marks including any and all applications and registrations related thereto. Any conflict between these Terms and Conditions and the terms and conditions contained Agreement pertaining to the Program (defined below) will be interpreted in accordance with the Terms and Conditions. The parties therefore agree as follows:

1. **Bank Operational Responsibilities.** U.S. Bank National Association (“Bank”) shall administer and be solely responsible for all operational aspects of the Trustees of the California State University (“CSU”) and Bank’s affinity card program (the “Program”), including the plastic issuance associated with this Program. CSU shall have no liability or responsibility such issuance. The parties agree there will be no royalties paid by Bank for the use of the Licensed Marks described herein.

2. **Program and Card Policies and Attributes.** Bank shall have full responsibility for and shall control all policies, activities, and decisions with respect to the Program and the User’s associated Accounts, such as card issuance, cancellation, and issuance of personal identification numbers. The Program is subject to termination for convenience at the Bank’s sole discretion. For further clarity, Bank may choose without cause to terminate the Program anytime from the date of this Amendment, with the provision of 90 day’s written notice, prior to any such termination.

3. **Card Issuance.** 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.

4. **Design and Manufacture of Cards.** Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Program cards using a unique card design created and owned by Bank, except that Bank shall have no ownership rights in the Licensed Marks used thereon, and CSU shall have no ownership rights in the Bank’s marks or Visa Service marks used thereon. Program cards will be customized to CSU and shall bear Licensed Marks, Bank’s marks and the trademarks of the appropriate National Associations, as well as, additional verbiage required by the National Associations, such as a “Debit Card” or “Check Card” designation. CSU shall have the right to review and provide prior approval for the type and size of Licensed Marks to be used on the Program cards, as well as, on the final design of any Program card, excluding use, type, size and placement of National Association marks and subject further to applicable National Association regulations and requirements of law. Subject to Section 4.1 below, Bank shall bear the expense of manufacturing the Program cards issued to Bank’s customers.

4.1 **Re-design.** CSU shall bear all costs and expenses related to any re-design of Program cards requested by it, unless both Bank and CSU agree in writing that a re-design is necessary. If any Program card re-design contemplated herein involves the addition of Bank marks or trademarks of any of the National Associations, Bank shall bear the expense of any additional manufacturing or printing costs. Bank will issue re-designed Program cards to new cardholders and to existing cardholders upon any Program card reissuance or replacement occurring in the ordinary course; provided, that, Bank may exhaust its existing stock of plastic unless CSU pays for new plastic prior thereto.

5. **Marketing and Solicitations.** CSU shall not be required to provide any services, such as marketing or promotional services, in connection with the Program other than licensing its Licensed Marks to Bank

and using or otherwise making available to Bank the marketing channels reasonably requested by Bank, including but not limited to, the campus community composed of the students (incoming & current), faculty & staff (current & retired), alumni, fans of the school (i.e. athletics), and the surrounding community which includes the residents that live in the geographical area where the school is located. CSU shall have the right to review and provide prior approval of marketing content of all solicitations, as well as, any materials including a use of the Licensed Marks or CSU name. Bank may create, host and maintain a separate web page advertising and promoting the Program card ("Program Affinity Page"). The Program Affinity Page will contain Bank's marks and the Licensed Marks. Bank shall ensure the information provided on the Program Affinity Page is accurate in all material respects.

6. License Grant. Subject to the Terms and Conditions, CSU hereby grants to Bank a non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Bank's behalf with respect to the Program. Bank will have a written contractual relationship with any such party and be responsible to CSU for sublicensee's use CSU's Licensed Marks.

7. Reservation of Rights. Bank acknowledges that CSU has represented to it, and CSU warrants, that it is the sole owner of all right, title, and interest in and to CSU's Licensed Marks. Bank acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the CSU's Licensed Marks except the limited right to use such Licensed Marks as expressly set forth in these Terms and Conditions. All use of CSU's Licensed Marks by Bank, and all goodwill associated with such use, shall inure to the benefit of CSU. All rights of CSU in and to the CSU's Licensed Marks not expressly granted under these Terms and Conditions are reserved by CSU. Should any right, title, interest, or other ownership in the Licensed Marks become vested in Bank by operation of law, this Agreement, or otherwise, then Bank agrees to assign, and hereby assigns, all such right, title, interest and other ownership to CSU free of additional consideration. Bank shall provide and execute all documents necessary to effectuate and record such assignment to CSU.

8. Restrictions. All use of the Licensed Marks as permitted herein shall be subject to the following restrictions:

Bank shall not create, nor shall it permit third parties to create a unitary composite mark involving the Licensed Marks or use the Licensed Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Bank to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the term of this Agreement, neither Bank nor any parent, subsidiary, or affiliate of Bank shall use any name, trademark, service mark, trade name, trade dress or logo which is confusingly similar or identical to any of the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Program cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of these Terms and Conditions.

Bank shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect the Licensed Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) CSU's right, title and interest in and to the Licensed Marks, or the validity of the Licensed Marks.

CSU shall have no right, title, or interest in and shall not use the company name, logos or trademarks of Bank, any Visa Service Marks, or PLUS SYSTEM Marks without specific prior written consent.

9. Symbols. In connection with the use of the Licensed Marks, Bank will for each page or product surface on which a Licensed Mark is used, mark the use of the Licensed Marks with the appropriate trademark symbol in accordance with applicable law (e.g., "TM", ®, or "SM") or as instructed by CSU in writing from time to time.

10. Guidelines. Use of the Licensed Marks hereunder shall be in accordance with the provisions of this Amendment and CSU's then-current guidelines, as may be provided to Bank and updated from time to time by CSU. Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as expressly authorized by these Terms and Conditions.

11. Quality Control. Bank represents and warrants that all use of the Licensed Marks as permitted herein shall (a) be in accordance with applicable law; (b) conform to at least the standards of quality currently prevailing in Bank's goods and services; (c) not be offensive, disparaging or misleading as to the origin or quality of the Program cards or the marketing materials related to the Program; and (d) be consistent with the general advertising practices in the industry. Bank shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the Licensed Marks or the goodwill or reputation of CSU or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage the Licensed Marks.

~~13. Exclusivity. CSU agrees that, during the term of the Agreement, CSU shall not be a party to any agreement not in effect as of the date of this Amendment with any issuer of debit cards for the purpose of issuing affinity debit cards, or the functional equivalent thereof, or opening any such related accounts, for which the associated debit cards bear the Licensed Marks or such accounts are associated with the Licensed Marks.~~ (AG)

ADDENDUM A

**TRUSTEES OF THE STATE OF CALIFORNIA
LICENSED MARKS**

[To be provided by CSU in compliance with this Exhibit]

The Department of Strategic Communications and Brand Management with California State University, Fullerton, grants US Bank the authority to use the assets (CSUF photos, logos, and wordmark) provided for the Affinity Card Program for marketing and content only directly related to the CSUF Affinity Card Program.



usbank.com

California State University, Fullerton
Nelson Nagai
Director, Contract and Procurement
2600 Nutwood Ave.
Suite 300
Fullerton, CA 92831

Date 10/27/2021

Re: TitanCard Financial Institution Contract by and between the Trustees of the California State University and U.S. Bank National Association 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; and May 26, 2021 (collectively the "Agreement").

Dear University:

Please accept this letter as confirmation that U.S. Bank is choosing to exercise their renewal option to extend the above referenced Agreement for an additional one-year period.

Effective April 1, 2022, the Agreement shall renew for a one-year term expiring on March 31, 2023, unless renewed for additional terms.

Sincerely,

Printed: _____

U.S. Bank National Association