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**SECOND AMENDMENT TO  
CENTRAL WASHINGTON UNIVERSITY  
ID CARD AND BANKING SERVICES AGREEMENT**

This Second Amendment to the Central Washington University ID Card and Banking Services Agreement (the "Amendment") is made as of October \_\_\_\_\_, 2016 between Central Washington University ("University") and U.S. Bank National Association ("Bank").

**Recitals**

- A. Pursuant to the Central Washington University ID Card and Banking Services Agreement entered into between University and Bank March 17, 2010 (the "Agreement"), Bank provides Banking Services associated with the University's ID Card.
- B. University and Bank wish 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. **Amendment of Term.** The Agreement Term shall be extended for a period of 5 years commencing on August 27, 2017, and expiring on August 26, 2022, subject to two consecutive options to extend the Term of the Agreement for a period of 2 years each, upon the agreement of both parties. The final Term option would extend the Agreement to August 26, 2026.
- 2. **Amendment of Royalty Schedule Section 6**

Section 6 and its corresponding Subsections of the Agreement are deleted in their entirety and the following language is substituted in place thereof for all purposes:

**6. Operations Parameters.**

**6.1 Operations Payment.** Starting in August of 2018, Bank will make an annual payment to the Associated Student of Central Washington University Board of Directors for leadership scholarships (an "Operations Payment") as a flat fee of \$40,000 per year.

**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 operation payments.

- 3. **Amendment of Exhibit B Royalty Schedule**

Exhibit B of the Agreement is deleted in its entirety.

- 4. **Amendment of Attachment A**

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

## **Attachment A**

### **Maxx Card Services**

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

With the instant issue VISA Maxx Card program, the User starts by visiting the University ID Card office to request the Maxx Card, gets a photo taken, and then immediately visits the adjacent Bank branch to complete the issuance of the card. User can open a new U.S. Bank checking account during this process, or can use an existing U.S. Bank checking account. Maxx Cards cannot be issued to non-U.S. Bank customers.

ID Card Office sends a print job to a University owned printer housed in Bank branch, which holds the VISA branded card stock provided by Bank. The University owned printer will encode the bottom magnetic stripe to the University's specifications and personalize the card to Bank and University specifications. The User leaves Bank branch with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the Maxx Card program will be issued a standard University ID Card and will not have Banking functionality on the card.

### **Maxx Card Costs**

Bank will be responsible for the procurement and storage of blank Maxx Card VISA branded cardstock. The cardstock arrives at the campus branch with the Bank magnetic stripe pre-encoded and the 16-digit ISO number preprinted on the front of the card. This assumes the Maxx Card VISA branded cardstock is standard CR80 cardstock with two magnetic stripes and no contactless or chip technology (e.g. prox, iClass, etc.). Purchase of contactless or chip Maxx cards will be the responsibility of the University to Bank specifications.

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

- Card printer for printing photo images and other personalized information
  - Same or similar to printer(s) currently being used for standard cards
  - Housed in on-site Bank branch
  - Must include a lockable card input hopper
  - Must apply a clear overlay on the front of the card after card production

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

5. **Authority.** Bank and University each represent and warrant that it has all the necessary approvals and authority to enter into this Amendment and shall indemnify and hold each other harmless for any breach of this representation and warranty.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.
7. **Ratification.** All of the terms of the Agreement as amended hereby, are hereby ratified and confirmed.
8. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized will have the meaning ascribed in the Agreement.

Agreed as of the date first written above:

U.S. Bank National Association

By: [Signature]  
Its: SVP Regional Manager  
Date: 12/4/14

Central Washington University

By: [Signature]  
Its: \_\_\_\_\_  
Date: 11/21/16

11/21/16  
[Signature]