AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
U.S. BANK NATIONAL ASSOCIATION
FOR CougarCard AND BANKING SERVICES

This CougarCard and Banking Services Agreement (the "Agreement") is entered into by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the state of Washington, located in Pullman, WA ("University") and U.S. BANK NATIONAL ASSOCIATION, with a location in St. Louis, MO ("Bank").

RECITALS

WHEREAS, University issued a Request for Proposal (the "RFP"), a copy of which is attached hereto as "Exhibit A" and incorporated herein by reference, soliciting proposals from banking institutions to provide certain non-exclusive banking services (the "Banking Services") to University and its students, faculty and staff at all University campuses; and

WHEREAS, as part of the RFP, University expressed its desire to add certain banking services as further described herein (the "CougarCard Services") as a part of the function of the CougarCard (the "CougarCard"), a multifunctional identification and service card which University issues to its students, staff and faculty ("Users"); and

WHEREAS, Bank submitted a response to the RFP, attached hereto as "Exhibit B" and incorporated herein by reference, and was selected by University as the successful vendor.

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 and CougarCard Services. Bank will, during the Term of this Agreement, offer Users such non-exclusive "Banking Services" as described herein which may be accessed by Users through the CougarCard. "CougarCard Services" shall mean certain financial products actually linked to the CougarCard, including checking accounts and automated tellser machine ("ATM") services, as further described in "Exhibit C" attached hereto and incorporated herein by reference ("Select Features of Checking Accounts").

University agrees that, during the Initial Term or Renewal Term of this Agreement (as defined in Section 6 herein), University will not enter into any agreements with other financial institutions for the CougarCard Services which would utilize the CougarCard as the vehicle to deliver financial transactions to Users.

The parties further reserve the option to negotiate placement of a campus Bank branch on University's Pullman campus and regional campuses as the need demands. The actual placement and operation of the branch(es) shall be agreed upon by the parties and governed by and subject to a separate Lease Agreement(s) between Bank and University.

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1.1 Transactions. Bank will provide a checking account at Bank to qualified Users who request such an account, which may be accessed through the CougarCard, and will initially permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions through the CougarCard. Bank agrees to implement a Visa check card instant issuance program for University as described in Exhibit B, and subject to the terms and conditions described in Exhibit E of this Agreement, on a mutually agreed upon timeline. The Visa check card instant issuance program will permit automated teller machine ("ATM") transactions and PIN-based and non-PIN-based point of sale ("POS") debit transactions through the CougarCard. Nothing contained herein shall be construed to prevent University from processing debit card transactions over electronic funds transfer (EFT) networks and University may, in its sole discretion, retain the services of a third party for the processing of such transactions.

1.2 Other Financial Services Available. Bank will offer its Student Checking Account and Employee Workplace Banking Account for use with the CougarCard. Qualified Users who desire to open an account with Bank may select any of the accounts and services offered by the Bank.

1.3 Account Features. Bank will offer Banking Services associated with its Student Checking and Employee Workplace Banking account products, as described in Exhibit A, and as such products may be amended by Bank from time to time with notice to Users. Additionally, all Bank-branded ATM’s on the University’s campuses will be free of transaction charges to CougarCard holders or bank checking account holders when accessing their account with the Bank ATM/Debit Card or linked CougarCard throughout the Term of this agreement and any renewal periods. Additional enhancements to the Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for CougarCards will be at the sole discretion of the University, but a User’s eligibility for Banking Services shall be at the sole discretion of the Bank.

2. Automated Teller Machines. As part of this Agreement, University grants Bank the right to place at least two (2) ATMs on University’s Pullman campus and at least one (1) additional ATM on the WSU Spokane campus. The actual number, operation, and placement of ATMs on the other University campuses, additional ATMs on the Pullman and Spokane campuses, and the compensation to be paid to University for such ATMs, shall be agreed upon by the parties and governed by and subject to a separate ATM License and Compensation Agreement between Bank and University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of the CougarCards.

3.1 CougarCard Issuance and Maintenance. University will be responsible for CougarCard 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 such technical specifications as agreed upon by the parties.

3.2 Other Functionality. It is acknowledged and understood that the CougarCard will include the ability to perform other electronic functions in addition to or separate from the Banking Services. University and Bank shall each be responsible for ensuring that its functions on the CougarCard will not interfere with the functions of the other party, and the specifications defined in this Agreement, which shall be jointly verified by Bank and University through testing of the CougarCard to ensure the CougarCard functions properly. It is further acknowledged and
understood that Bank’s logo will be placed upon all CougarCards issued, including those cards for which a student, faculty or staff member has elected not to open a Bank account to access through the CougarCard, and that University’s consent to the placement of Bank’s logo on these non-linked CougarCards forms a part of the consideration of this Agreement.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen CougarCard to the CougarCard office to also notify the Bank directly, but is in no way responsible for a User’s failure to notify Bank. Notice to the 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 with notice to Users. Bank is not involved in any stored value function which may be attached to the CougarCards, and Bank is not responsible to the University or any User for any losses associated with the stored-value function of the CougarCard, unless due to the negligence of Bank, its employees or agents.

University desires to provide a “one stop” on-line service center from which Users can report lost or stolen cards simultaneously to both the Bank’s systems and the University systems. Bank will work with University in good faith to design and build such a “one stop” on-line service center to the extent such a service is possible and can be developed according to terms and conditions that are mutually agreeable to both parties.

5. Royalty Schedule.

5.1 Royalty Schedule. As consideration to University for Bank’s rights and benefits under this Agreement, Bank shall pay to University those royalty amounts as described in “Exhibit D” attached hereto and incorporated herein by reference (“Royalty Schedule”).

5.2. Release of Information. For purposes of calculating royalty payments, Bank shall not be required to provide any financial records or information relating to individual Bank customers to the University, nor shall University be required to provide any student, staff or faculty information records to the Bank.

6. Term; Renewal. This Agreement will be in effect for an initial term of eight (8) years, commencing on the date of the last signature to this Agreement (the “Initial Term”). The Agreement may be renewed upon the mutual consent of the parties for one additional two (2) year term (the “Renewal Term”).

7. Termination; Effect on Users. The University and Bank agree that each User who has an account with Bank attached to the CougarCard shall be a customer of Bank and, upon any termination of this Agreement pursuant to Section 10 herein, or upon User(s) leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account directly with Bank. After such termination of this Agreement, Bank may solicit such Users directly in order to sell them the full range of banking products. Further, upon any termination of this Agreement, University shall cooperate with Bank in order to de-link all User accounts from the CougarCard. Bank acknowledges that the CougarCards and the ISO numbers issued by University used for the CougarCard accounts are and shall remain the property of the University at all times. Bank issued ISO numbers used for the Visa check card program will revert to Bank and University will issue replacement CougarCards with ISO numbers issued by University.
8. Notices. All notices required hereunder shall be delivered to the other party at the following addresses, or such other addresses as may from time to time be designated by the parties, via personal delivery or certified or registered mail, first class, postage prepaid, return receipt requested. Such notices shall be effective upon receipt for personal delivery, and three (3) days after deposit into the U.S. Mails for certified or registered mail.

**University:**
Washington State University
Administrative Services
Attn: Executive Director
P.O. Box 641722
Pullman, WA 99164-1722

**Bank:**
U.S. Bank
Campus Banking
Attn: Whitney Bright – Vice President
470 North Kirkwood Road
St. Louis, MO 63122


9.1 WSU Insurance/Tort Claims. WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

9.2 Bank Insurance. At all times this Agreement is in effect, Bank shall maintain the following insurance:

9.2.1 Commercial General Liability Insurance on an occurrence basis, with combined single limits (CSL) of not less than $3,000,000 per occurrence and $5,000,000 in the annual aggregate. The policy shall contain, or be endorsed with, language that WSU, its officers, agents, and employees are additional insured’s, that the policy shall not be canceled or modified without thirty (30) days prior written notice, that the policy will provide primary coverage to WSU and be non-contributory, and that the policy has a severability of interest clause.

9.2.2 Workers’ Compensation Insurance in the statutorily required amounts providing benefits to Bank’s employees in accordance with Title 51, Revised Code of Washington, Industrial Insurance.

9.2.3 Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than $1,000,000 per accident combined single limit (CSL). The policy shall contain, or be endorsed with, language that WSU, its officers, agents, and employees are additional insured’s, that the policy shall not be canceled or modified without thirty (30) days prior written notice, that the policy will provide primary coverage to WSU and be non-contributory, and that the policy has a severability of interest clause.

9.2.4 Commercial Crime Insurance which includes, without limitation, fiduciary liability, fidelity (crime), and errors and omissions coverage with limits exceeding $25,000,000.

Except for workers compensation insurance and commercial crime insurance, WSU shall be named as an additional insured on all the above insurance coverage and this coverage shall be primary and non-contributory to any self-insurance or insurance policy available to WSU. Bank shall provide to WSU a certificate of insurance coverage for the above insurance prior to
commencement of the Agreement, and shall maintain the above insurance at all times this Agreement is in effect. WSU reserves the right to change the coverage limits of the insurance policies set forth above as WSU may deem advisable, in WSU's sole and absolute discretion. Bank shall make no claims against WSU for any claim for which Bank is covered by the insurance described herein.

10. Termination.

10.1 Termination for Convenience. During the Renewal Term, either party may terminate this Agreement for any reason upon not less than nine (9) months prior written notice to the other party, and the parties shall be liable only for obligations incurred up to the date of such termination. This provision shall not apply to the Initial Term.

10.2 Termination for Cause. Either party may terminate this Agreement at any time for cause. "For cause" shall mean the default of either party in fulfilling any term or condition of this Agreement. Written notice of the default shall be provided by the non-defaulting party, after receipt of which, the defaulting party shall have thirty (30) days to cure such default. Notwithstanding the foregoing, the non-breaching party is not required to provide the breaching party a thirty (30) day cure period for any breach of Section 13 of this Agreement related to information security and confidentiality of customer information. If the default is not cured, the non-defaulting party may thereafter elect to terminate this Agreement upon written notice to the defaulting party, such termination to be effective as of the date of such written notice.

11. Hold Harmless. Each party to this Agreement shall, to the maximum extent permitted by law, indemnify and hold the other harmless from and against any and all claims, injuries, damages, losses, penalties or suits, including reasonable attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement.

12. Dispute Resolution. In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.


13.1 Confidential Data Defined. Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain data and information of the other party of a special and unique nature and value ("Confidential Data"). "Confidential Data" shall mean any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such data and/or information to be confidential. "Confidential Data" shall include, but is not limited to, (a) business methods and practices, financial data, business plans and opportunities, pricing, personnel, customers, prospective customers, or suppliers; (b) trade secrets, inventions, processes,
methodologies, products, product plans, patent applications, and other proprietary rights, any
specifications, tools, computer programs, source code, object code, documentation, technical
information or other related confidential business information or data; (c) detailed financial reports,
results and projections; (d) personal information of customers, employees, students, and/or
donors, including but not limited to, names, addresses, Social Security numbers, e-mail addresses,
telephone numbers, financial profiles, credit card information, driver’s license numbers, medical
data, law enforcement records, or other information identifiable to a specific individual that relates
to any of these types of information (“Personal Information”); or (e) any other proprietary
information or data of the parties that is maintained in confidence.

Confidential Data shall not include information the receiving party can demonstrate (i) is or
becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in
the receiving party’s possession, without obligation of confidentiality, prior to disclosure by the
disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to
disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of
such Confidential Data, as evidenced by written records of the receiving party, without obligation of
confidentiality, (iv) is independently developed by the receiving party without reference to or use of
such Confidential Data, or (v) is required to be disclosed by law, governmental or administrative
process.

13.2 Use and Non-Disclosure of Confidential Data; Exceptions. Each party agrees to use the
Confidential Data received from the other party only as expressly permitted in this Agreement and
in furtherance of the purposes expressed herein. To the extent permitted by law, neither party will
disclose to any third party the other party’s Confidential Data, in whole or in part, without the prior
written consent of the party, or as provided for in this Agreement and in compliance with all
applicable state and federal laws. Notwithstanding the foregoing, either party may disclose the
Confidential Data or portions thereof to their respective attorneys or accountants when seeking
legal or financial advice.

Each party specifically warrants and represents that it will not in any manner disclose, disseminate,
copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of the other party’s
Confidential Data to any third party without the prior written permission of the other party, and
further warrants and represents that it will take all reasonable steps necessary to ensure that its
authorized agents, employees, contractors or subcontractors having access to the Confidential
Data shall not copy, disclose or transmit any of the Confidential Data, or any portion thereof, in any
form, to a third party.

Bank acknowledges that University, as a state agency, is at all times subject to the Washington
Public Records Act, RCW 42.56.010 et seq. as now existing or as amended. If University receives
a public records request for this Agreement and/or for documents and/or materials provided to
University under this Agreement, generally such information will be a public record and must be
disclosed to the public records requester. However, University agrees to notify Bank if it receives
such a public records request and the date University plans to release the records. If Bank fails to
obtain a protective order from the applicable court prior to the time University releases the records
to the public records requester, Bank gives University full authority to release the records on the
date specified, and Bank understands it has thereby given up all rights to challenge the disclosure
in any forum.

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13.3 Obligations to Secure Confidential Data. Bank warrants and represents that it will implement industry-standard physical, electronic, and managerial safeguards to prevent unauthorized access to and disclosure of University’s Confidential Data, including but not limited to, the security of the physical environment in which the Confidential Data is stored, and the security of any transmission of the Confidential Data. Bank further warrants and represents that such safeguards will in no event be less than the level of security Bank uses to protect its own Confidential Data, and that Bank will implement additional reasonable precautions that University may request from time to time. Bank shall require its contractors and subcontractors authorized to access University’s Confidential Data pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Data.

Bank agrees to comply with all applicable statutes and regulations governing non-disclosure of the Confidential Data, including, but not limited to, the requirements of FERPA (12 U.S.C. 1232g and implementing regulations), and University’s data policies, including but not limited to, Executive Policy #8 (found at http://www.wsu.edu/~forms/HTML/EPM/EP8_University_Data_Policies.htm).

If applicable, Bank agrees to provide evidence of certification for the Payment Card Industries Data Security Standard (PCI DSS). Proof of compliance shall be provided to University by Bank on an annual basis for the duration of this Agreement. University reserves the right to monitor, audit or investigate said certification. If Bank fails to achieve or maintain PCI DSS status, Bank will cease the acceptance and processing of payment cards or any other form of electronic payment pursuant to this Agreement, as well as the acceptance of any other Confidential Data or other proprietary data on behalf of University.

13.4 Obligations upon Breach of Security. The Confidential Data, including any Personal Information, is subject to the provisions of RCW 19.255.010 and RCW 42.56.590. In the event of a breach of security resulting in the unauthorized disclosure of the Confidential Data, the party subject to the breach agrees to comply with these provisions as applicable. If a data compromise and/or identity theft occurs and is found to be the result of a party’s non-compliance with the PCI-DSS, if applicable, that party will assume complete responsibility for customer notification, and be liable for all associated costs incurred by University in responding to or recovering from said breach. Bank shall be solely responsible for any breach of security or data compromise occurring with respect to its banking services provided pursuant to Exhibit C.

13.5 Survival of Obligations. The obligation to maintain the confidentiality of the Confidential Data received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Immediately upon expiration or termination of this Agreement, the recipient of any Confidential Data shall, at the disclosing party’s option: (i) certify to the disclosing party that the recipient has destroyed all Confidential Data in its possession; or (ii) return all Confidential Data to the disclosing party; or (iii) take whatever other steps the disclosing party requires of the recipient to protect the disclosing party’s Confidential Data. The disclosing party reserves the right to monitor, audit, or investigate the use of Confidential Data collected, used, or acquired by the recipient or its employees, contractors or subcontractors pursuant to this Agreement.

14. Miscellaneous Terms and Conditions.

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.
14.2 Compliance with Banking Regulations. This Agreement is not intended to shift any banking regulation compliance and reporting requirements from Bank to University. All compliance and reporting requirements under applicable law, including the Electronic Fund Transfer Act, Electronic Transfers (Regulation E), Graham-Leach-Bliley, and any other applicable state, federal or international banking laws, rules or regulations arising from this Agreement will be the sole responsibility of Bank. Bank will indemnify, defend and hold University harmless from and against any and all costs arising from any failure by Bank to so comply.

14.3 Force Majeure. In the event that the parties’ obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

14.4 Non-Discrimination. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran status or physical or mental disability, in compliance with (a) Chapter 49.60 RCW; (b) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (c) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (d) the Americans with Disabilities Act of 1990, as amended. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

14.5 Attorneys’ Fees. In the event of litigation or other action brought to enforce the terms of this Agreement, each party shall bear its own attorneys fees and costs.

14.6 Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

14.7 Licensing. Bank shall comply with all applicable local, state and federal licensing, accreditation and registration requirements and standards necessary for the performance of this Agreement, including, but not limited to, registration with the Washington State Department of Revenue, and shall be responsible for payment of all fees and taxes due on payments made to Bank under this Agreement.

Please visit http://dor.wa.gov for licensing information.

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14.8 Advance Payments Prohibited. No payments in advance or in anticipation of service(s) or supplies to be provided under this Agreement shall be made by WSU.

14.9 Amendments. This Agreement may be amended or modified only upon the mutual written consent of the parties.

14.10 Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to this Agreement.

14.11 Assignment. The rights and obligations of the parties hereunder may not be assigned in whole or in part without the express prior written consent of the other party.

14.12 Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14.13 Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purpose to be employees or agents of the other party. The parties do not intend by execution of this Agreement to create any separate legal entity, joint venture, general partnership, or any other type of legal entity.

14.14 License to Use University Trademarks and Logos. WSU hereby grants to Bank a non-exclusive, royalty-free, limited right and license to use WSU's name, trademarks and logos solely for the purposes of identifying WSU in Bank's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Agreement, provided however, that WSU shall have the right to review all such promotional and marketing materials of Bank which contain WSU's name, trademarks and logo prior to each such use by Bank. Bank hereby grants to WSU a non-exclusive, royalty-free limited right and license to use Bank's name, trademarks and logo solely for the purpose of identifying Bank in WSU's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Agreement. Except for the limited licenses granted above, both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party in any manner whatsoever without first obtaining prior written approval from the other party. All rights not expressly granted herein are reserved by the parties. Nothing contained in this section shall be construed to grant Bank the right to use, and Bank shall not use, University's name, trademarks and logos in connection with any services offered by Bank that are not included in this Agreement.

14.15 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

14.16 Entire Agreement. This Agreement and the attached Exhibits contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

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14.17 **Order of Interpretation.** In the event of an inconsistency in the terms of this Agreement and the Exhibits A and B, the inconsistency shall be resolved by giving precedence in the following order: a) this Agreement; b) Exhibit A; and c) Exhibit B.

14.18 **Signatures.** The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to comply with all of its terms and conditions.

**IN WITNESS WHEREOF,** the parties have set their hands as of the date last written below.

**WASHINGTON STATE UNIVERSITY**

**Recommended:**

By: [Signature]

Name: [Name]

Title: [Title]

Date: [Date]

**U.S. BANK NATIONAL ASSOCIATION**

By: [Signature]

Name: [Name]

Title: [Title]

Date: [Date]

Approved:

By: [Signature]

Name: Barry E. Johnston

Title: Asst. VP, Business & Finance

Date: [Date]

Approved as to Form:

By: [Signature]

Assistant Attorney General

Date: [Date]

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EXHIBIT C
BANKING SERVICES

Bank Account Offerings for Students, Faculty and/or Staff

U.S. Bank created the following package of services to be offered to WSU students, faculty and staff as part of its response to the RFP. U.S. Bank agrees to make these services available to qualified students, faculty or staff that request them. Changes to these services may be made by the Bank after giving 60 days prior notice to the customer, and giving the customer the option to terminate without penalty if they do not agree to the change.

Student Checking:
U.S. Bank will offer students a competitive Student Checking account with the following benefits:

• Banking attached to the ID card
• No minimum balance requirement
• No monthly maintenance fee
• Initial order of 150 customized WSU checks FREE
• Unlimited check writing with no per check fees
• FREE Internet Banking with the ability to view cancelled checks on-line
• FREE Internet Bill Pay for the life of the account
• Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
• Four (4) FREE Non-U.S. Bank ATM withdrawals per month
• Unlimited FREE debit Point-of-Sale transactions
• Interest earned on balances greater than $2,000
• FREE Goal Savings account
• Overdraft Protection available
• Pre-negotiated discounts at large national merchants
• 24-hour banking services via telephone or internet
• 24-hour customer service representatives via telephone or e-mail
• Accepts direct deposit of student financial aid refunds and payroll
• Transact business at over 1 million PLUS® ATMs globally
• Make PIN based Point-of-Sale purchases at over 1.2 million Interlink® merchants nationwide. The daily purchase limit is $3,000.
• Use the ID card up to 25 times per day at any PLUS® ATM to withdraw cash. The maximum daily ATM withdrawal amount is $500.

Workplace Banking:
U.S. Bank will also offer a Workplace Banking package to faculty and staff, which combines the benefits of any of U.S. Bank’s checking accounts with the additional perks of Workplace Banking:

• Banking attached to the ID card
• No minimum balance requirement
• No monthly maintenance fee
• Initial order of 150 customized WSU checks FREE
• Unlimited check writing with no per check fees
• FREE Internet Banking with the ability to view cancelled checks on-line
• FREE Internet Bill Pay for the life of the account
• Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions

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• Unlimited FREE debit Point-of-Sale transactions
• Interest earned on balances greater than $2,000
• Overdraft Protection available
• No minimum balance on a U.S. Bank money market account
• 50% continuous discount on a safe deposit box of any size
• 1/4% bonus interest rate on a certificate of deposit
• Savings on certain U.S. Bank loans and credit lines
• Pre-negotiated discounts at large national merchants
• 24-hour banking services via telephone or internet
• 24-hour customer service representatives via telephone or e-mail
• Accepts direct deposit of payroll
• Transact business at over 1 million PLUS® ATMs globally
• Make PIN based Point-of-Sale purchases at over 1.2 million Interlink® merchants nationwide.
  The daily purchase limit is $3,000.
• Use the ID card up to 25 times per day at any PLUS® ATM to withdraw cash. The maximum daily
  ATM withdrawal amount is $500.

1Subject to availability
2Subject to credit approval

Visa Check Card
U.S. Bank will also offer cardholders the option of carrying a secondary VISA Check Card for use
with merchants that may not process transactions through the PIN-based Interlink® network. With a
VISA Check Card, U.S. Bank will offer ‘Checking That Pays’ which allows students and staff to
choose a customized reward option, such as earning cash, points for merchandise or gift
certificates, miles or sweepstakes entries. Checking That Pays offers reward programs for check
cards that can be added to any U.S. Bank personal checking account. Customers can choose as
many Checking That Pays check card reward programs as they wish.

Cash Bonus VISA Check Card
Cardholders will earn a 1/4% cash rebate every time they use their U.S. Bank Cash Bonus VISA
Check Card to make purchases (non-PIN). And each year, the cash rebate will be deposited
directly into their checking account.

WorldPerks® VISA Check Card
Cardholders will earn WorldPerks miles every time they use the WorldPerks VISA Check Card for
signature-based transactions (non-PIN). One WorldPerks mile will be earned for every $2 spent,
and there is no cap on the number of miles that can be earned.

Harley-Davidson® VISA Check Card
Cardholders will earn an entry into the Harley-Davidson VISA Free Ride Sweepstakes for a chance
to win a Harley-Davidson motorcycle, for every dollar they spend with their H-D VISA Check Card
(non-PIN). Plus, these cardholders will receive a welcome $10 Harley Chrome Cash certificate with
their new card when they open a new U.S. Bank Checking Account. Certificates may be used at
any participating, authorized Harley-Davidson® dealership toward Motorclothes™ Apparel,
Genuine Motor Accessories and more.

Cabela's VISA Check Card
Cardholders will earn Cabela's Check Card Points redeemable for Cabela's Gift Cards just for

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using their Cabela's VISA Check Card. Points are earned every time they use their check card to make a purchase (non-PIN).

**Premium Rewards**
Customers can earn up to a 25 percent cash reward or more when using their Cash Bonus Check Card to make signature purchases (non-PIN) at participating retailers. All check card customers enrolled in Cash Bonus are automatically enrolled in Premium Rewards. Premium Rewards is FREE. Some participating partners offer rewards for shopping in person at their store, while others have offers exclusive to shopping online. The list of Premium Partners and offers will continually be updated by U.S. Bank. With Premium Rewards, there is no limit to the amount of the cash reward customers can earn, and, with over 100 Premium Partners like OfficeMax, Target.com and Barnes & Noble.com, the shopping selections are endless. Visit premiumrewards.usbank.com to view all participating partners and reward offers.

**Banking Services Offered to International Students**
International students will receive the expertise of our nationally recognized Global Services/International Banking Division. The knowledge of our staff, extensive global network and dedication to customer service offers WSU students the unique combination of local banking, as well as the ability to conduct transactions globally. U.S. Bank offers global foreign currency exchange, traveler's cheques purchases, and international wire transfer services. Through internet banking, students can order foreign currency online and have it shipped directly to their residence. U.S. Bank also has a Bilingual Phone Directory that consists of employees who, combined, speak 67 different languages. We can call on any one of these employees if we are having difficulty facilitating a transaction due to a language barrier. U.S. Bank staff will be present at the International Student Orientation sessions to address the unique banking needs of WSU's international students. We will create a customized financial education packet to help your international students understand the American banking system. We typically work through these packets during the orientation sessions. Additionally, marketing materials for Student Checking are also available in a Spanish version. U.S. Bank will work with the University to determine the best way to open accounts, facilitate wire transfers, and communicate requirements (passport, W-8 form, etc.) to the international students.

**Convenience**
U.S. Bank operates a large branch and ATM network across the country, including full service branches in Pullman, Spokane, Vancouver, Richland, and 179 branches and 378 ATMs in the state of Washington. All of our 2,400 branch locations in 24 states operate on a common banking platform. This means that students from Ohio to California can walk into any branch and conduct their banking business just as if they were at WSU. U.S. Bank also operates over 5,000 ATMs placed throughout our footprint, allowing our customers to access their accounts while traveling or during breaks from school.

**24-Hour Customer Service**
In addition to web-based access to their accounts, customers can also access their account by telephone through our 24-hour customer service number, 1-800- USBANKS. Customer service representatives are available 24 hours a day, 365 days a year to assist the members of the University community.

**U.S. Bank Shopping Mall**
U.S. Bank Student Checking account holders automatically gain access to the U.S. Bank Shopping

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Mall. The Shopping Mall contains dozens of offers from leading retailers located throughout the country. The majority of offers are Internet based making the student’s dorm room a virtual shopping mall! To take advantage of the specials, students simply visit the U.S. Bank Shopping Mall page located within the usbank.com website where they can then begin their “discounted” shopping experience. These offers change regularly so students will continue to see new retailers and specials throughout the year.

ELECTRONIC BANKING

U.S. Bank Internet Banking allows customers to obtain all the information they need regarding their U.S. Bank accounts. Since this is a webbased application, parents or guardians can also have access to review and maintain account activity, based upon the use of login identification. When they log on to U.S. Bank Internet Banking, customers can do any of the following:

Checking and Savings Accounts
• Transfer funds between accounts
• Check balances
• Review 60 most recent transactions (up to 90 days old)
• Verify the status of a specific check
• View images of cancelled checks
• Make payments/payoffs to credit cards and lines of credit
• Download account history into software such as Quicken® or Microsoft® Money
• Create future-dated and repeating transfers for your checking and savings accounts
• Create account-based alerts for your checking, savings and CD accounts
• Sign up for and view online statements with alerts for checking and savings accounts
• Nickname your account
• Change your PIN
• Order checks online
• Update your address
• Contact Customer Service

Internet Bill Pay
• FREE for the life of the account
• Pay bills online
• Automatically pay recurring bills
• Schedule bills to be paid in advance
• Review payments made in the past six months
• Receive electronic versions of your bills through “ebills”

U.S. Bank is also one of the few banks that offers “same day account deduction” through our Internet Bill Pay, where the payment is deducted from the U.S. Bank account the same day it hits the payee.

Account Alerts

Account Alerts provide notification via e-mail or text message of important activity on the account. The customer can select up to three e-mail addresses or phone numbers to send alerts to so both the student and parent can be alerted when certain activity occurs. Some of the alerts available include:

• Online Statement Available for Viewing
• Low Balance
• Negative Balance
• Deposit or Withdrawal Activity
• CD Maturity

Customized Washington State University Website and On-line Applications
U.S. Bank will customize a website for the Washington State University that will provide information on account offerings, branch locations and hours, ATM availability, as well as educational tools. Through the FastApp process, it will also be possible for students to open many of the U.S. Bank products on-line, including Student Checking accounts. In most cases, the user-friendly FastApp process takes about 10 minutes from start to finish. U.S. Bank can attach a link from the ID card website to usbank.com/WSU (sample URL) to provide easy access to the U.S. Bank site for members of the University community.

Merchant Awareness Program
U.S. Bank will help inform local Interlink® merchants about the new point-of-sale debit functionality on the CougarCard. We will send letters to existing Interlink® merchants and campaign for more merchants to install PIN-pads through Interlink® so they can accept the CougarCard as a form of payment. Window stickers or "clings" will be created to display in the windows of select merchants that say "Use your CougarCard Here!"

Discount Rewards Program
Building off the Merchant Awareness Program, U.S. Bank will help the University develop a "Discount Rewards Program" where students receive discounts for using their CougarCard as a form of payment. In return for recognition of their business, merchants will be encouraged to provide discounts and special offers to customers who use their ID Card for purchases. U.S. Bank will create a list of all the merchants and their respective discounts and publish it online or in marketing materials.

Partnering with Local Merchants
U.S. Bank will pursue partnering with local merchants regarding co-marketing their products on campus, to encourage merchants popular with the students to agree to provide gift certificates for free food or merchandise as a bonus for students opening a new checking account. U.S. Bank will also work with local eateries to deliver promotional materials for the student checking account to all deliveries within certain proximity of the university.

Affinity Card Programs
U.S. Bank's affinity credit and affinity debit card programs are not offered at this time. If Bank and University determine at a later date to develop and offer such programs, Bank and University will negotiate the terms and conditions for such programs, including royalties payable by Bank for use of University's trademarks and logos as part of such program.

Credit Cards

Credit cards shall not be offered by Bank or made available to Users under this Agreement.
EXHIBIT D
ROYALTY SCHEDULE

The financial commitment of U.S. Bank under the Agreement will be as follows:

A. University stipulates U.S. Bank will be allowed to place a branch on the Pullman campus. Therefore, U.S. Bank will pay University a signing bonus of $155,000 for the Campus Card, ATM and Branch relationship. The signing bonus will be paid in three installments. The first signing bonus installment of $50,000 is due upon the issuance of the first card and to be paid prior to June 30, 2007. The second signing bonus installment of $67,500 is due prior to January 31, 2008 and the third installment of $37,500 is payable prior to June 30, 2008. In the event the on-campus branch construction project is unforeseeably delayed, the second signing bonus installment will be deferred until the beneficial occupancy date has been confirmed.

B. U.S. Bank will pay Washington State University a royalty per active account % of net participation, payable within 30 days of the anniversary date of the first card issuance in years 2 through completion (year 2 royalty payment would be payable only if the active account % of net penetration is in excess of 19% and would be the difference between the royalty payment schedule less $37,500). The minimum annual guarantee for a Campus Card, ATM and Branch program is $37,500. Royalties for participation rates greater than 19% are paid as per the “CAMPUS CARD, ATM and BRANCH ROYALTIES” schedule below. By measuring the success of the relationship on an annual basis, this model allows a full cycle of students, faculty, and staff to participate thus reflecting a larger penetration percentage for the University.

Following is U.S. Bank’s contributory royalty schedule that is based on the number of U.S. Bank checking account holders, which will decrease WSU’s expense and increase the return U.S. Bank will see through full acceptance of the banking relationship. U.S. Bank has a royalty model that is based upon the active participation of the University community. It moves higher with more participation, thus allowing the bank to share the gains from efficiencies and mass appeal. The royalties are not based on transaction volumes or account balances that can fluctuate and are difficult to forecast. This royalty model is designed to provide a predictable, steadily increasing revenue stream to the University.

<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>$37,500 lump sum payment</td>
<td>0 – 3,599 accounts</td>
</tr>
<tr>
<td>20-29%</td>
<td>$90,000 lump sum payment</td>
<td>3,600 – 5,399 accounts</td>
</tr>
<tr>
<td>30-39%</td>
<td>$130,000 lump sum payment</td>
<td>5,400 – 7,199 accounts</td>
</tr>
<tr>
<td>40-49%</td>
<td>$170,000 lump sum payment</td>
<td>7,200 – 8,999 accounts</td>
</tr>
<tr>
<td>50-59%</td>
<td>$200,000 lump sum payment</td>
<td>9,000 – 10,799 accounts</td>
</tr>
<tr>
<td>60-69%</td>
<td>$265,000 lump sum payment</td>
<td>10,800 – 12,599 accounts</td>
</tr>
<tr>
<td>70%+</td>
<td>$330,000 lump sum payment</td>
<td>12,600 + accounts</td>
</tr>
</tbody>
</table>

The penetration percentage above will be determined by dividing the number of active checking accounts by the universe of potential prospects (enrollment numbers). This Royalty schedule is based on 18,000 Washington State University students. This 18,000 figure shall remain effective for the duration of the Initial Term of this Agreement.
While U.S. Bank only uses the total number of students for the denominator in its penetration calculation, any faculty and staff members that choose to bank with U.S. Bank will be counted in the numerator of the penetration percentage 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. With this model, the penetration % could easily remain above 70% in the latter years of the contract resulting in maximum return to the University.

Because U.S. Bank does not exclude graduates or former employees from WSU’s penetration calculation, U.S. Bank does not require any data transmission of active student or employee databases.

Lastly, U.S. Bank uses an all-inclusive method of tracking account holders it gains as a result of the relationship with WSU. Any student, faculty or staff member that opens an account with U.S. Bank will be tagged with a unique segment code that remains with them as long as they are a customer. U.S. Bank will pay WSU based on total account holders, not just on those accounts where the customer chooses to link their CougarCard. This calculation method results in the highest possible number of customers being counted in the numerator for the annual penetration calculation and royalty payments.

C. U.S. Bank will pay for all actual card stock and ribbon expenses, up to $1.00 per card, incurred during the initial re-carding event to all University students. Once a 50% student participation level is reached, U.S. Bank will pay an additional $4,000 per year for on-going card stock and ribbon expense. Should the University implement the Maxx Card, U.S. Bank will provide all Maxx card stock at no charge.

D. During the life of the Washington State University campus banking contract, U.S. Bank will dedicate "soft dollars" (monies spent by U.S. Bank toward the increased performance of the card program and a higher payout percentage.) The minimum annual sum of the "soft dollars" supporting the Washington State University relationship is $30,000.

- **Marketing:** $15,000 per year
- **Special Events:** $2,000 per year
- **U.S. Bank Sponsored Publicity and Newsprint:** $2,000 per year
- **Website Link Development:** $1,000 per year
- **Staffing Support**
  
  (extra staffing during peak periods, does not include standard branch staffing): $10,000 per year
  $30,000 per year

**ATM/PIN-based campus ID/debit card**

The standard ATM/PIN-based campus ID/debit card program does not require any additional equipment to be provided by the bank. The University will use its existing carding hardware and software to support this program.

**VISA branded campus ID/debit card**

The following items will be deployed by U.S. Bank in support of the Maxx Card program:

- Card Embosser

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• WYSE Terminal(s)
• Flat screen monitor, keyboard, mouse
• CardWizard instant issue software
• VISA branded cardstock
• Router and VPN connection

U.S. Bank also takes responsibility for the following costs:
• Hardware maintenance
• Software licenses
• Training & Support
• U.S. Bank internal development
• Physical security for branch

The total anticipated development costs and capital expenditures by U.S. Bank for the deployment of the Maxx Card program at Washington State University are approximately $70,000.00.

The University will be responsible for providing a dedicated card printer and connectivity in the branch for printing student information (i.e. photo, ID number, etc.) on the Visa cardstock. This card printer will be connected to the University’s carding system at the expense of University. In addition, the University will be responsible for ensuring that its CougarCard Center employees participate in the required training programs and U.S. Bank and the University will cooperate in administering the Maxx Card program.
EXHIBIT E
COUGARCARD MAXX TERMS AND CONDITIONS

1. Intellectual Property. Instant Issue Visa debit cards (the "Card") shall be branded "CougarCard Maxx" for purposes of all literature and promotions associated with the Card. "CougarCard Maxx" will remain the sole property of Bank, and Bank grants a limited license to University to use "CougarCard Maxx" solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. Training. University shall provide training to all University employees who will have direct contact with the Maxx Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by University personnel who have the requisite training and authority to administer the training.

3. Operating Procedures. University will comply with instructions and guidance from Bank, as necessary and applicable, regarding the development and support of the Card. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the Card.

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Card. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. Confidentiality. Subject to the requirements of RCW 42.56, Public Records Act, and Section 13.2 of the Agreement, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Agreement as Exhibit F - prior to discussing the program or allowing access to any materials, plans, or information related to the program.

5. Suspension and Cancellation. Both parties reserve the right to temporarily or permanently suspend issuance of the Card in the event either party determines, in its sole reasonable discretion, that the operation of the Card program has created unforeseen risk, the Card program is being administered through an unstable operating environment, or the Card program is subject to any other circumstances that creates unwarranted risk or potential reputational damage to either party. In the event such a determination is made by either party, they shall provide written notice to the other party setting forth the reasons for such determination, after which the other party shall have thirty (30) days to cure the matter. If the other party is unable to cure the matter within that time, or does not diligently pursue cure within that period, the affected party may temporarily or permanently suspend issuance of the Card program, unless otherwise agreed upon by the parties.

6. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Card program. Therefore, any material violation of these obligations and responsibilities will constitute an event of default under this Agreement and give rise to the remedies set forth therein or otherwise allowed by law. Bank’s remedies shall include, without limitation, the right to cease Card operations.
7. Preservation of Agreement. Except where specifically contradicted by the terms of this Exhibit E with respect to the CougarCard Maxx, all terms of the Agreement remain in full force and effect.
EXHIBIT F
INDIVIDUAL CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Except when complying with the Washington Public Records Act, Chapter 42.56 RCW, and Section 13.2 of the Agreement, I agree with University and U.S. Bank that:

1. I will keep all matters and information related to the card programs strictly confidential. I will only use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of the University. I will not discuss or disclose any information related to the card program to any persons, except to employees or agents of U.S. Bank or the University, who need to know this information because of the of their employment duties and who have signed a copy of this Confidentiality Agreement.

2. I am aware and understand that the confidential information relating to the card program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank Card Program and may be subject to further adverse action by University.

3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify U.S. Bank. I will in the case of a Disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

__________________________
Printed Name

__________________________
Signature

__________________________
Date

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