

AGREEMENT

AGREEMENT NUMBER 40079178	AM. NO. --
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THIS AGREEMENT, made and entered into this 31st day of October, 2011, 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 University and

CONTRACTOR'S NAME

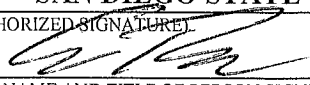
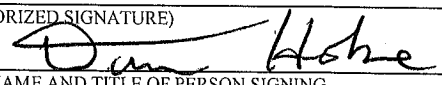

US BANK NATIONAL ASSOCIATION, hereafter called Contractor,

WITNESSETH: That the Contractor 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:

During the period, October 31, 2011 through June 30, 2016, the Contractor shall provide enhanced banking services to faculty, staff and students through the campus identification card program on the campus of San Diego State University. Services shall be performed in accordance with the following attached exhibits, which by reference are hereby incorporated and made a part of this Agreement:

- Exhibit A-6: On Campus Branch Facility, Clarification, consisting of one (1) page;
- Exhibit A-5: US Bank Best and Final Offer, consisting of five (5) pages;
- Exhibit A-4: US Bank Interview questions and response, consisting of nine (9) pages;
- Exhibit A-3: Addendum #2, dated August 22, 2011, consisting of two (2) pages;
- Exhibit A-2: Addendum #1, dated August 9, 2011, consisting of two (2) pages;
- Exhibit A-1: Contractors Proposal Response, dated July 28, 2011, consisting of sixty seven (67) pages;
- Exhibit A: Request for Proposal 6662, dated July 8, 2011, consisting of thirteen (13) pages;
- Exhibit B: Solicitation Provisions, consisting of nine (9) pages;
- Exhibit B-1: Supplemental Solicitation Provisions, consisting of four (4) pages;
- Exhibit C: Proposal Certification Form, consisting of one (1) page;
- Exhibit D: Small Business Preference Certification, consisting of one (1) page;
- Exhibit E: Royalty Schedule, consisting of one (1) page;
- Exhibit G: Technical Specifications for Standard ID Card, consisting of one (1) page;
- Exhibit H: ID Card and Banking Services Agreement, consisting of six (6) pages;
 - Attachment A: Maxx Card Terms and Conditions, consisting of one (1) page;
 - Attachment B: Maxx Card Services, consisting of two (2) pages;
 - Attachment C: University Prerequisites for the Maxx Card, consisting of one (1) page;
 - Attachment D: University Confidentiality and NDA, consisting of five (5) pages;
 - Attachment E: Individual Confidentiality and NDA, consisting of one (1) page.
- Exhibit X: Summary of Disabled Veteran-Owned Business Participation, consisting of one (1) page.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY	CONTRACTOR
<i>Trustees of the California State University</i> SAN DIEGO STATE UNIVERSITY	US BANK NATIONAL ASSOCIATION
BY (AUTHORIZED SIGNATURE)  DATE 1.20.12	BY (AUTHORIZED SIGNATURE)  DATE 1.13.12
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Burns, Associate Vice President Financial Operations jf 619-594-3965	PRINTED NAME AND TITLE OF PERSON SIGNING Dan Hoke, Senior Vice President On-Site Banking Manager
DEPT. Contract and Procurement Management 5500 Campanile Dr. San Diego CA 92182-1616	ADDRESS 9633 Lyndale Ave. South Bloomington, MN 55420
ACCOUNT INFORMATION: They pay us	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the stated expenditure.</i>	
SIGNATURE OF ACCOUNTING OFFICER N/A	DATE
 Lorretta A. Leavitt, Assistant Vice President & Controller	

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US BANK NATIONAL ASSOCIATION

, hereafter called Contractor,

CONTINUATION FROM PAGE 1:

Appendix A: Voluntary Product Evaluation Template (VPAT), consisting of eleven (11) pages;
Appendix B: Security Data Requirements, consisting of nine (9) pages;
Appendix C: Campus Branch, consisting of two (2) pages.

Services shall be performed under the direction of the Manager of SDSUCard, Paul Carlisle, who may be reached at 619-594-6567, or designee.

All services provided under this Agreement shall comply with CAL/OSHA requirements and with all applicable codes, rules and regulations.

The University may have the option to renew the Agreement under existing terms and conditions for three (3) consecutive twelve-month periods by mutual agreement of both parties.

Contractor shall pay the University a one-time contract signing bonus of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) due by 31 December, 2011. Additional annual royalty payments shall be made in arrears to the University in accordance with Exhibit A-5, page 5, determined by the total number of accounts as a percentage of 30,000 enrolled students. Royalty is determined on the anniversary date of the agreement and due within sixty (60) days. A 2% late payment penalty will apply after 60 days. Funds as a result of this agreement shall be deposited into Acct. # 69010.000.58040.0000.5431.5001.0000.

Payments should be sent to and made payable to San Diego State University, Cashiering Office, 5500 Campanile Drive, San Diego, CA 92182-7426 and should reference agreement number 40079178, CRS Code 28115.

In accordance with Exhibit B, Section 15, page 7; "Any information considered to be proprietary by the bidder shall be marked "Confidential". To the extent the Manager of the Contract and Procurement Management Office concurs, this information will not be considered public information. The Manager of the Contract and Procurement Management Office is the final authority as to the extent of material which is considered confidential. Except as required by law or other CSU policies, the CSU shall not disclose confidential information. Pricing information cannot be considered confidential." As a final determination by the Manager of the Contract and Procurement Management Office, no part of this Agreement shall be considered confidential.

University reserves the right to cancel this contract at any time upon thirty (90) days written notice to the Contractor. If cancelled within the first twelve (12) months, 100% of the signing bonus will be returned to the contractor. If cancelled within the second twelve (12) months, 80% of the signing bonus will be returned to the contractor. If cancelled within the third twelve (12) months, 60% of the signing bonus will be returned to the contractor. If cancelled within the fourth twelve (12) months, 40% of the signing bonus will be returned to the contractor. If cancelled within the fifth and final 12 months, 20% of the signing bonus will be returned to the contractor.

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1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Deleted

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may

foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.

- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness,

resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated

representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:

- (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of

services, without expense to the CSU, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
- (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;

- (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

41. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.



SAN DIEGO STATE
UNIVERSITY

Contract and Procurement
Management
Business and Financial Affairs
5500 Campanile Drive
San Diego CA 92182-1616
Tel: 619 · 594 · 5243
Fax: 619 · 594 · 5919
bfa.sdsu.edu/prosrvc

November 8, 2011

U.S. Bank National Association
Attn: Mike Jones, Vice President/District Manager
On Site Branch Banking
3800 East La Palma Ave.
Anaheim, CA 92807

Subject: ID CARD BANKING SERVICES, RFP #6662, SDSU Agreement 40079178,
On Campus Branch Facility – Clarification and Amendment

Dear Mr. Jones,

This letter shall serve as clarification and amendment to U.S. Bank's response to Request for Proposal (RFP) #6662, Exhibit A, Attachment No.5, Page 25, "Financial Institution On Campus Branch". U.S. Bank's description, terms and conditions of the campus branch in the above referenced RFP Attachment is subject to negotiation. The space, electrical, and HVAC requested in the proposal response will be considered but is subject to final terms and conditions to be negotiated with the University upon completion of the Aztec Student Union. The decision of such by the University is final. If U.S. Bank and the University cannot agree upon the delivery condition of the space, U.S. Bank shall be allowed to continue to occupy its current space under its current terms and conditions.

Please acknowledge and accept this clarification and amendment by signing below and returning the document to our attention.

Sincerely,

Jeff Fratt

Acknowledgement and acceptance of this clarification and amendment:

For the University:

Scott Burns Date

Associate Vice President for
Financial Operations

For US Bank:

Mike Jones Date

Vice President/District Manager

11-14-2011

jf



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Contract & Procurement Management
Business and Financial Affairs
5500 Campanile Drive
San Diego CA 92182-1616
619-594-5243 / 619-594-5919 (fax)
Web address: <http://bfa.sdsu.edu/prosrec/>
/619-594-2796

August 30, 2011

Via Email Transmittal

**REQUEST FOR PROPOSAL NO 6662
BEST AND FINAL OFFER**

~ Campus ID Card Banking Services~

BEST AND FINAL DUE DATE: Thursday, September 1, 2011 at 3:00 P.M.

In accordance with RFP 6662, Section V, page 11, section 4, Negotiations and Best and Final Offer, the University is hereby requesting US Bank to provide their Best and Final Offer for consideration by the University. The following should be included when submitting your Best and Final Offer.

1. **Exhibit A, Section III, Scope of Work /Technical Requirements, Page 6, section k and Attachment 11 :**
 - a. Provide your best and final offer for a signing bonus.

2. **Exhibit A, Section III, Scope of Work /Technical Requirements, Page 6, section j :**
 - a. Provide an annual cost of all new cardstock, for all new cards including the Maxx card

3. **Exhibit A, Section III, Scope of Work /Technical Requirements, Page 5, section a :**
 - a. Provide a named process for an account for **all** students to deposit financial aid into regardless of financial status or history.

4. **US Bank RFP 6662 Response, dated July 28, 2011, Criteria 3, page 59, section 1.**

"We will continue to base our royalty schedule on 33,000 students."


The actual student enrollment is 30,000. Please recalculate contributory royalty schedule.

Best and final responses **must** be submitted and requirements acknowledged by returning this Best and Final Offer and attachments via facsimile 619-594-5919 or email jfratt@mail.sdsu.edu, no later than Thursday, September 1, 2011 at 3:00pm.



Jeff Fratt, C.P.M.
Buyer III

(Acknowledgement and Confirmation of RFP requirements of Best and Final Offer RFP # 6662)

Mike Jones U.S. Bank,	
Contractor Name	
> 	9-1-11
Signature of Proposer	Date
Mike Jones District Mgr. / V.P.	
Printed Name and Title of Person Signing	



SAN DIEGO STATE UNIVERSITY

All of **us** serving you™

us bank®

In accordance with RFP 6662, Section V, page 11, section 4, Negotiations and Best and Final Offer, the University is hereby requesting US Bank to provide their Best and Final Offer for consideration by the University. The following should be included when submitting your Best and Final Offer.

1. Exhibit A, Section III, Scope of Work / Technical Requirements, Page 6, section k and Attachment 11 :

- a. Provide your best and final offer for a signing bonus.

U.S. Bank will pay a contract signing bonus of \$50,000 by December 31, 2011.

2. Exhibit A, Section III, Scope of Work / Technical Requirements, Page 6, section j :

- a. Provide an annual cost of all new cardstock, for all new cards including the Maxx card

As stated in Criteria 3, page 60, section 2, U.S. Bank will pay for all Maxx Card stock throughout the life of the contract. We estimate this will provide at least \$5,000 in annual cost savings to SDSU. Upon reaching a 50% penetration rate, U.S. Bank will pay for all card stock up to \$1.00 per card (up to a maximum of \$10,000 per year). If a 50% penetration level is not reached, SDSU will continue to purchase their own card stock to produce the standard SDSUcard.

3. Exhibit A, Section III, Scope of Work / Technical Requirements, Page 5, section a :

- a. Provide a named process for an account for all students to deposit financial aid into regardless of financial status or history.

U.S. Bank makes an attempt to open accounts for all individuals at our partner campuses. For those individuals who may not qualify for an account with most financial institutions, U.S. Bank offers a checking account with a "second chance." The only instance where an account will be refused is if an individual has intentionally defrauded a financial institution and still has outstanding monies owed. U.S. Bank is compliant with all of the U.S. Patriot Act and Know Your Customer regulations which require us to identify all customers and obtain signatures to open an account.

Convenient Cash[®]

What is Convenient Cash[®]? It's a flexible debit card onto which customers can easily load funds. Can be used wherever Visa debit cards are accepted. Perfect for uses where a normal checking account doesn't quite fit the customer's need:

- Convenient Cash is a perfect tool for travel, better than traveler's checks. It's more flexible by allowing reloads from multiple locations, even online
- For customers who don't qualify for a checking account, Convenient Cash may be the perfect alternative
- Customers who rely on check cashers who may not qualify or want a checking account can have funds loaded onto the card or, better yet, have them deposited directly through payroll

4. US Bank RFP 6662 Response, dated July 28, 2011, Criteria 3, page 59, section 1.

“We will continue to base our royalty schedule on 33,000 students.”

The actual student enrollment is 30,000. Please recalculate contributory royalty schedule.

We agree to use 30,000 students as the denominator used to calculate the penetration percentage. We will amend our royalty schedule as follows:



4007/91/78
Exhibit A-4
Page 1 of 9

**SAN DIEGO STATE
UNIVERSITY**

**RFP No. 6662
Attachment No. 1
Questions**

All of **us** serving you™

**Campus ID Card and
Banking Services**

Submitted by U.S. Bank
August 16, 2011

usbank®

Your interview time is limited. Be prepared to focus on the specified questions. Any remaining time will conclude with a Q & A session.

1. Exhibit A Attachment #4 Page 20: While we understand the Card Wizard FCP 20/20 may be installed in either Bank Branch or Card Office. Will the Bank purchase and retain ownership of this equipment?

U.S. Bank is recommending installation of the FCP 20/20 (or comparable) printer in our branch location. This eliminates many of the Visa security requirements for instant issuance for the SDSUcard office and makes the implementation process easier for both parties. U.S. Bank will purchase and retain ownership and perform maintenance on the printer in either scenario. We will also maintain and provide ribbon, transfer film and cleaning supplies the printer.

2. Exhibit A Attachment #4 Page 21: In the scenario where the FCP 20/20 printer is installed in the branch, will Bank employees need access to CS Gold or SDSUcard employees export print jobs to the branch remotely with additional information generated by the Bank Printer?

U.S. Bank employees will not need access to CS Gold. With typical in-branch installations, the school provides a standard ID card printer for the branch. This can be a printer that is currently being used for SDSUCard issuance. Students enter the SDSUCard Office and the SDSU staff will take a photo and send the print job to the printer located within our branch. After completion of that print job, the card is moved to the FCP 20/20 printer installed in the branch and then delivered to the student by a U.S. Bank employee.

3. Exhibit A Attachment #6: Lost Card Administration. SDSU reserves the right to determine lost card replacement, based on all administrative costs.

Since only U.S. Bank customers are eligible to receive a *Maxx* Card and U.S. Bank is providing the cardstock, *Maxx* cardholders are typically not required to pay a replacement fee. At other *Maxx* Card programs, we have used this benefit as a way to help drive higher participation in the banking program. The University can charge a replacement fee to non-U.S. Bank customers who receive a standard SDSUCard. U.S. Bank is open to discussing alternative arrangements to the card replacement fee policy.

4. Exhibit A Attachment # 7: Does US Bank financial Wellness Program currently incorporate FDIC material in classes regarding best practices?

U.S. Bank is an official partner with the FDIC on their Money Smart program. We offer both the FDIC Money Smart for Adults and Money Smart for Youth. Our branded financial education materials incorporate the U.S. Department of Treasury standards for financial education. Those standards include earning, spending, saving, borrowing and protecting.

5. SDSU Max Card Page 38: In the case where SDSU requires a three track stripe for university purposes, will *Maxx* Card require a printed Visa ISO on the face and will we be able to retain the

ISO in CSGold Patron record for use on SDSU track 2 as well as Visa's track 2. When is it applied?

The U.S. Bank program does require a printed Visa ISO on the face of every *Maxx* card. That number is programmed on the bank stripe and printed on the card by the bank printer. We have structured our program to create ease of implementation by using a dual magnetic stripe system. This allows SDSU to encode up to 3 tracks of data on your proprietary stripe and does not require any change in your current encoding process. If SDSU has the ability to fully encrypt the entire 16-digit number end-to-end across all systems and readers, then the number and programming may be copied between stripes and stored in your systems. Our recommendation would be to continue using the SDSU-owned ISO numbers for all campus transactions and limit the Visa number to bank transactions only.

6. Schedule of Royalty Determination Attachment No. 12 Page 65: Should US Bank be the successful bidder, would the Bank object to commencing the new contract during the last week of September?

Our current contract extension expires October 29, 2011. We use this anniversary date to calculate royalty payments and to schedule our annual review meetings. U.S. Bank would prefer to use this date to start the new contract, but will consider moving up the commencement date if it's critical to SDSU.

7. Re-describe and clarify SDSU *Maxx* Card process including the location of printer, ownership of printer, and maintenance cost of printer.

U.S. Bank is recommending issuance of the *Maxx* card from the on-campus branch. Students looking to obtain a *Maxx* card will first visit the SDSU ID card office. The staff there will follow their procedures to print an ID card on *Maxx* cardstock. That ID card printer will be located in the U.S. Bank branch. The printer will be owned and maintained by SDSU, in the same manner as the other in-office ID card printers. Next, the students will visit the U.S. Bank branch to have their *Maxx* cards personalized with U.S. Bank information. The bank will use the bank-owned FCP 20/20 to complete the personalization process. See the attached flow chart for more details.

8. Does any of the proposal change if we just want to continue using our card as an ID card with the ATM card?

U.S. Bank is committed to providing the University with the *Maxx* Card to expand our current partnership and provide enhance customer experience. If we continue with the standard SDSUcard, most elements of the proposal will remain the same including financial wellness, marketing support, and account offerings. U.S. Bank will also remain committed to investing the resources necessary to relocate our branch facility to the new Aztec Center upon completion.

9. If we use the USMAXX card, is there a VISA requirement where we must give up ownership of the ISO numbers for those types of cards?

SDSU will retain ownership of the current 16-digit ISO numbers used for all University functions. U.S. Bank recommends a two magnetic stripe card for the new *Maxx* Card to maintain separation between the bank and University functions. It is a Visa rule that U.S. Bank must own the ISO numbers for the Visa functionality that will be encoded on the new banking stripe of the card. The Visa ISO numbers are not compatible with the University-owned IIN. U.S. Bank will generate a new ISO number for every card issued through the *Maxx* production process.

10. Do you have a way to provide a card that does not have raised numbers for the Debit Card Numbers?

U.S. Bank only uses unembossed plastic for the *Maxx* Card. The 16-digit Visa number and any other SDSU information will be flat printed on the front of the card. This eliminates any potential card reader issues due to embossing.

11. We have had students here at SDSU who were unable to get a bank account due to their current credit history. Can you tell me what you will do for these students so they can receive their financial aid via direct deposit?

U.S. Bank makes every attempt to open a checking account for every student at SDSU. If we run into a situation where a student simply doesn't qualify due to intentional fraud, we may offer a general purpose reloadable card for the student. U.S. Bank expects to offer this new product at the SDSU branch this coming Fall and students can use this card to receive their financial aid via direct deposit.

12. Can you describe the number of in person classes/seminars related to financial literacy you are willing to provide to the campus per year?

U.S. Bank is always willing to provide financial wellness seminars on campus. We will provide as many seminars as requested as part of a University sponsored event. It's important that we plan these events well in advance for best results and participation. We need continued support from the University to coordinate these seminars with the various departments on campus. We look forward to expanding this part of our partnership.

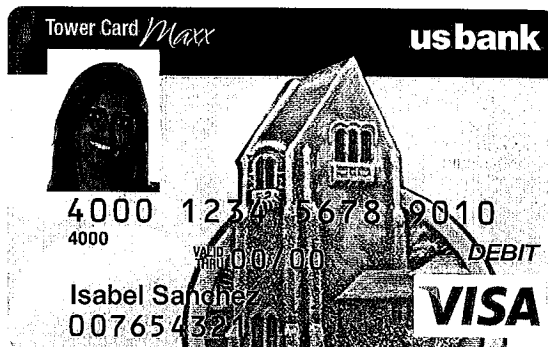
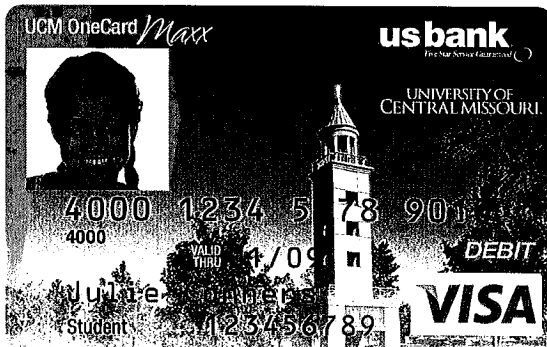
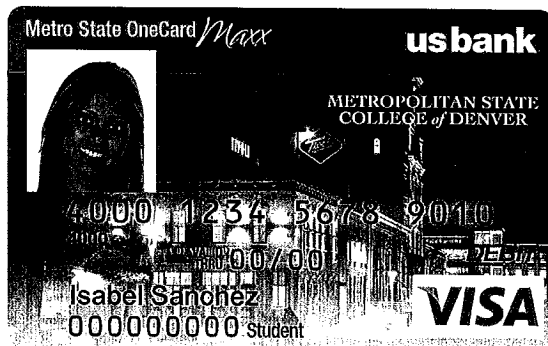
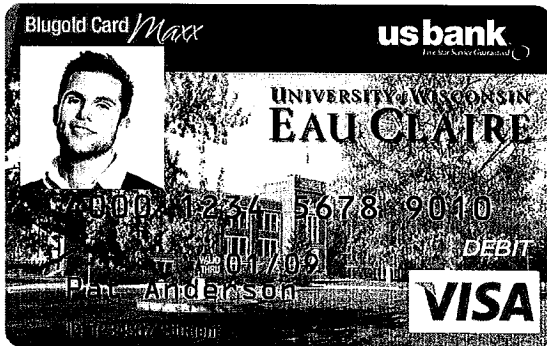
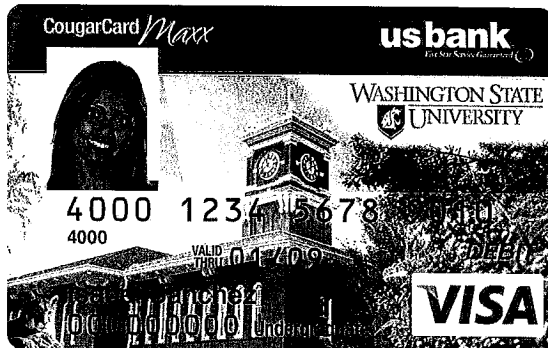
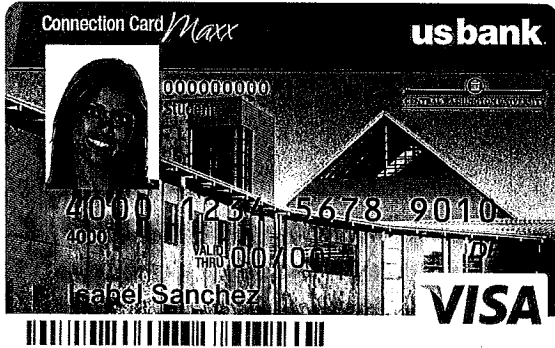
13. On Page 19. What do you consider an on vs. off campus vendor?

Due to recent regulatory changes, SDSU is no longer required to discontinue its off-campus merchant program.

14. How do you picture your mandatory text and our mandatory text/ and pictures all fitting on the US MAXX card?

U.S. Bank has a talented design team that has successfully accommodated the various needs of the other six *Maxx* card programs in place today. By creatively sizing and locating the different required pieces, we've become pretty good at developing mutually agreed-upon designs that incorporate mag stripes, signature panels, holograms, logos, text and even bar codes. We're

confident we'll be able to work with SDSU to create a design that incorporates all of the necessary pieces. Attached are images of our existing *Maxx* Cards.



ELECTRONIC USE ONLY << For U.S. Bank transactions, swipe this strip. >>

2 TRACK STRIPE

For customer service or to report a lost or stolen card (report lost/stolen to *both* U.S. Bank and WSU):
U.S. Bank: 800-US BANKS (872-2657), outside the U.S. call collect 503-401-9991 or visit usbank.com

AUTHORIZED SIGNATURE NOT VALID UNLESS SIGNED

SIGNATURE PANEL CVV

Washington State Univ CougarCard Office:
509-335-CARD or visit <http://cougarcard.wsu.edu>

PLUS **INTERLINK** **MONEY PASS**

3 TRACK STRIPE

<< For University functions, swipe this strip. >> Manufacturer ID Code

15. We have had students here at SDSU who were unable to get a bank account due to their current credit history. Can you tell me what you will do for these students so they can receive their financial aid via direct deposit?

See our response to question 11.

Maxx Card Enrollment Process

Exhibit A-4
Page 7 of 9



Hi, I'm Pat...I want to use
my SDSUCard as a Visa
Debit Card!

Step 1: Pat chooses to get a Maxx Card so he can use his SDSUCard at ATMs and to make Visa debit purchases.

Step 2: Pat visits SDSUCard Office and indicates his choice to get a Maxx Card.

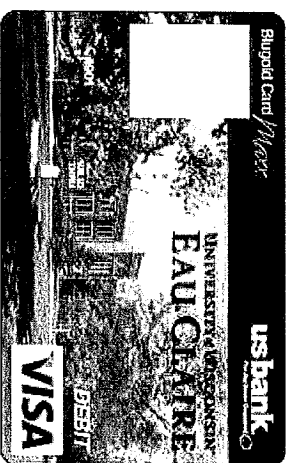


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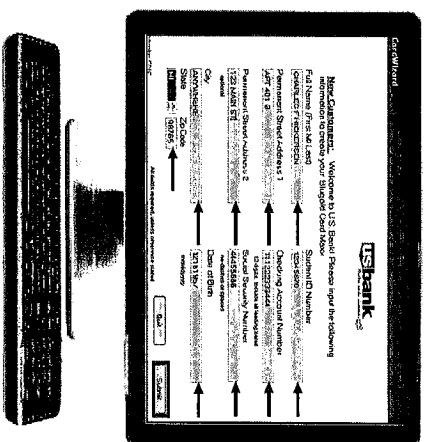
Maxx Card Enrollment Process

Step 3: Card office staff takes Pat's picture and sends print job to printer housed in campus branch. Photo is printed on the front of the blank Maxx cardstock and the magnetic stripe is encoded.



Step 4: Pat walks into adjacent U.S. Bank branch and talks to a banker. He either shows proof of his existing U.S. Bank checking account or opens a new checking account at this time.

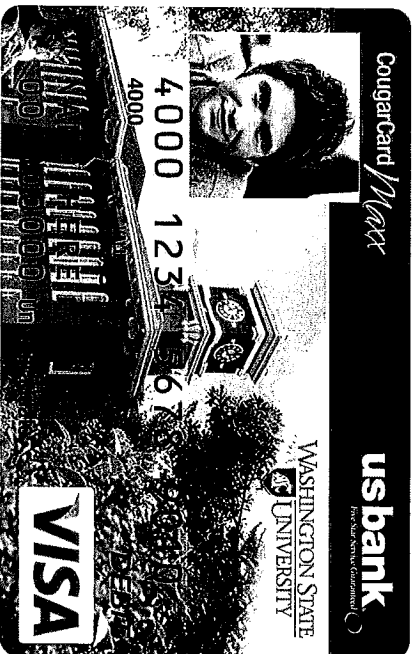
Step 5: The banker enters Pat's information into a dedicated, secure U.S. Bank terminal to complete the customization of his Maxx Card.



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Maxx Card Enrollment Process



Step 6: Banker moves card from School printer to the U.S. Bank Maxx Card printer. Card is personalized with cardholder information.

Step 7: Banker hands Pat his live Maxx Card with instructions on how to change the PIN

Step 8: Pat activates his Maxx Card by changing the PIN at the ATM

Pat is ready to start using his Maxx Card!

- On-Campus identification & transactions
- Make a deposit into his U.S. Bank account (ATM or branch)
- Make purchases anywhere VISA debit cards are accepted



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San Diego CA 92182-1616
619-594-5243 / 619-594-5919 (fax)
Web address: <http://bfa.sdsu.edu/prosrves/>
/619-594-3965

Page 1 of 1
Via Email Transmittal

August 22, 2011

**ADDENDUM NO. 2
RFP No. 6662
~ Campus ID Card Banking Services ~**

To accommodate working schedules of the Evaluation Committee the following shall apply:

DELETE: All references to the **Schedule of Events** throughout the Request for Proposal.

REPLACE WITH: **Schedule of Events (Revised 2)**

DELETE:

SECTION II: SCHEDULE OF EVENTS

Release of Request for Proposal	July 8, 2011
Deadline for Receipt of Written Questions (3:00 p.m.)	July 22, 2011
Deadline for Receipt of Proposal Packages (3:00 p.m.)	July 28, 2011
Notice of Short List (Finalists)	August 3, 2011
Finalists Presentation/Interview	August 15 – 19, 2011
Notice of Intent to Award	August 24, 2011
Contract Awarded	August 30, 2011

REPLACE WITH:

SECTION II: SCHEDULE OF EVENTS (Revised 2)

Release of Request for Proposal	July 8, 2011
Deadline for Receipt of Written Questions (3:00 p.m.)	July 22, 2011
Deadline for Receipt of Proposal Packages (3:00 p.m.)	July 28, 2011
Notice of Short List (Finalists)	August 3, 2011
Finalists Presentation/Interview	August 15 – 19, 2011
Notice of Intent to Award	September 2, 2011
Contract Awarded	September 8, 2011

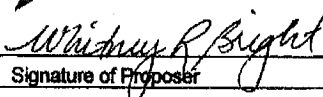
There are no other changes. All other terms and conditions shall remain the same.

Receipt of this Addendum No. 2 must be acknowledged by returning a signed copy of this Addendum no later than Friday, August 26, 2011 at 3:00 p.m.



Jeff Fratt, C.P.M.
Buyer III

(Acknowledgement of receipt of Addendum No. 2 RFP # 6662)

U.S. Bank	
Contractor Name	
	8/22/11
Signature of Proposer	Date
WHITNEY R. BRIGHT, U.S. BANK	
Printed Name and Title of Person Signing	



**SAN DIEGO STATE
UNIVERSITY**

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5500 Campanile Drive
San Diego CA 92182-1616
619-594-5243 / 619-594-5919 (fax)
Web address: <http://bfa.sdsu.edu/prosrvc/>
/619-594-3963

Page 1 of 1
Via Email Transmittal

August 9, 2011

**ADDENDUM NO. 1
RFP No. 6662
~ Campus ID Card Banking Services ~**

To accommodate working schedules of the Evaluation Committee and the working schedules of the Finalists, and to allow proper time for proposers to respond the following shall apply:

DELETE: All references to the **Schedule of Events** throughout the Request for Proposal.

REPLACE WITH: **Schedule of Events (Revised)**

DELETE:

SECTION II: SCHEDULE OF EVENTS

Release of Request for Proposal	July 8, 2011
Deadline for Receipt of Written Questions (3:00 p.m.)	July 22, 2011
Deadline for Receipt of Proposal Packages (3:00 p.m.)	July 28, 2011
Notice of Short List (Finalists)	August 3, 2011
Finalists Presentation/Interview	August 8 – 10, 2011
Notice of Intent to Award	August 15, 2011
Contract Awarded	August 22, 2011

REPLACE WITH:

SECTION II: SCHEDULE OF EVENTS (Revised)

Release of Request for Proposal	July 8, 2011
Deadline for Receipt of Written Questions (3:00 p.m.)	July 22, 2011
Deadline for Receipt of Proposal Packages (3:00 p.m.)	July 28, 2011
Notice of Short List (Finalists)	August 3, 2011
Finalists Presentation/Interview	August 15 – 19, 2011
Notice of Intent to Award	August 24, 2011
Contract Awarded	August 30, 2011

There are no other changes. All other terms and conditions shall remain the same.

Receipt of this Addendum No. 1 must be acknowledged by returning a signed copy of this Addendum no later than Friday, August 12, 2011 at 3:00 p.m.



Jeff Fratt, C.P.M.
Buyer III

(Acknowledgement of receipt of Addendum No. 1 RFP # 6662)

U.S. Bank	
Contractor Name	
Whitney R. Bright	
Signature of Proposer	Date 8/9/11
Whitney R. Bright, VP, Campus Banking	
Printed Name and Title of Person Signing	

ORIGINAL



40079178
Exhibit A-1
Page 1 of 67

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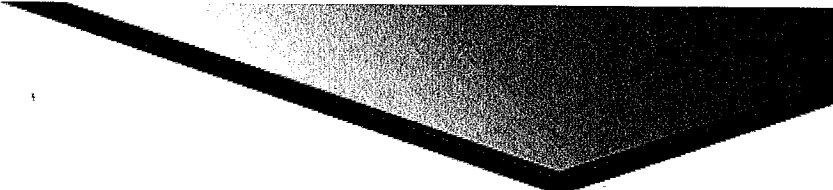
RFP No. 6662

All of **us** serving you™

**Campus ID Card and
Banking Services**

Submitted by U.S. Bank
July 28, 2011

us bank®



July 28, 2011

Mr. Jeff Fratt
Buyer III
Contract & Procurement Management
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-1616

Dear Mr. Fratt:

On behalf of U.S. Bank, I am pleased to present our proposal for Campus ID Card Banking Services to San Diego State University. We've had a successful partnership with SDSUcard for over 8 years now and the chance to continue to serve the students at San Diego State University is exciting to everyone here at U.S. Bank. We hope our enthusiasm, commitment, and expertise is demonstrated in our proposal.

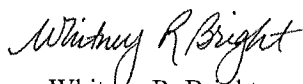
In a recent survey by CR80News, U.S. Bank was once again ranked #1 in the Campus Banking industry for the number of partnerships with campus ID cards. Since CR80News began the banking survey in 2003, U.S. Bank has consistently led the industry, demonstrating our long-term dedication to campus initiatives. With campus branch operations and new campus card contracts, we currently have a total of 58 campus banking partnerships across the country. I am proud of my team and U.S. Bank for making the commitment to reach this level of recognition.

Our campus banking program began 15 years ago and continues to evolve over time. We have added several new features to our program that we believe will be beneficial to the University and to the student, faculty and staff cardholders. Our program is unique and offers a combination of services that is unmatched by any other financial institution.

With 3,082 branches and 5,238 ATMs in 25 states, our ability to provide outstanding customer service to your students extends far beyond graduation. As we strive to develop life-long relationships with our customers, a vast branch network paired with outstanding products and customer service has proven to be a critical part of our success.

No other financial institution has the depth of experience partnered with the latest innovations to better meet the unique needs of San Diego State University. We look forward to the opportunity to continue to support the SDSUcard program. U.S. Bank would be honored to extend our partnership with San Diego State University.

Sincerely,



Whitney R. Bright
Vice President
Campus Banking

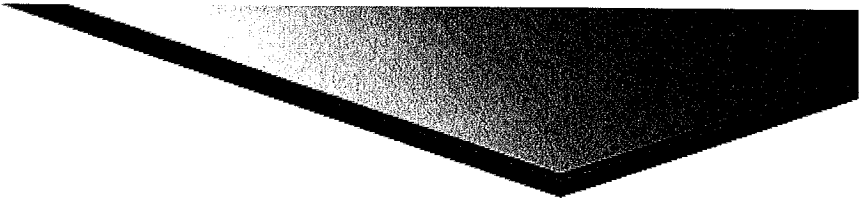


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QUALIFICATIONS

Company Information

Contractor Name U.S. Bancorp		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
Street Address 800 Nicollet Mall		City / State / Zip Minneapolis, MN 55402	
Federal ID # or Social Security Number 31-0841368		Date of Corporation July 13, 1863	
Name of State(s) in which incorporated Nationally Chartered		If not incorporated in California, give Certificate of Authority to business in California. Certificate No., Date	
FOR PARTNERSHIP ONLY			
DATE OF ORGANIZATION		Is the partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Association	
Name /addresses / zip of all partners			
Use additional sheet if necessary			
Certified Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No	SB Cert Expire Date	Certified Disabled Veteran Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	DVBE Cert Expire Date
OSDS #		OSDS #	

Contact Information

Name Whitney Bright	Title Vice President, Campus Banking
Phone # (636) 300-5653	Fax # (636) 688-3267
Mobile # (636) 448-7538	Email Address whitney.bright@usbank.com

General Information

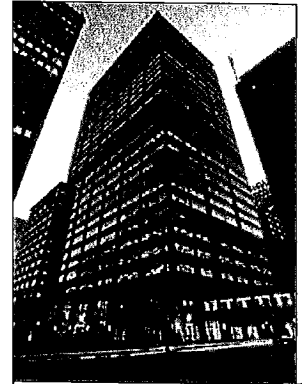
% of work done by Contractor 100%	No. of permanent employees 61,000
Geographical Limits of Operations No	No of years in Business 148
If you have done business under different name, please give name and location No	Has firm ever been engaged in litigation over any contract, If so, explain. No

U.S. Bancorp (USB), with \$311 billion in assets, is the parent company of U.S. Bank, the 5th largest commercial bank in the United States. The Company operates 3,082 banking offices and 5,238 ATMs in 25 states, and provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses and institutions.

U.S. Bank National Association operates today under the original First National Bank of Cincinnati federal charter number 24 obtained from the Cleveland Federal Reserve Bank and signed by the Comptroller of the Currency, Hugh McCullough, in Abraham Lincoln's Administration in 1863. The Bank is a member of the 4th Federal Reserve District in Cleveland, Ohio.

U.S. Bank maintains principal headquarter offices in the following locations:

<p>U.S. Bancorp Corporate Headquarters/Executive Offices: 800 Nicollet Mall Minneapolis, Minnesota 55402 (651) 466-3000</p>	<p>U.S. Bank Cincinnati Regional Headquarters: 425 Walnut Street Cincinnati, Ohio 45202 (513) 632-4000</p>
<p>U.S. Bank Milwaukee Regional Headquarters: 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202</p>	<p>U.S. Bank St. Louis Regional Headquarters: Seventh Street and Washington Ave. St. Louis, MO 63101</p>



U.S. Bank Headquarters
Minneapolis, MN

Richard K. Davis is U.S. Bank's Chairman, President and Chief Executive Officer.

The strength of U.S. Bank is documented in our annual reports. Audited financial statements are available online at: <http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-reportsannual>

U.S. Bank has been offering banking services since 1863 and began operation of our first ATM machine in 1970. Our first on-site branch location on a college campus opened in 1976 at the University of Washington in Seattle and our first campus card partnership in 1996 at Xavier University in Cincinnati. Since that time, we have led the industry and currently have more campus card partners and University branch locations than any other financial institution. The following is a list of our current partners.

Campus Partner	Year	Campus Card	On-Site Branch
University of Washington	1976	.	✓
Seattle Pacific University	1983	.	✓
Xavier University	1996	✓	✓
Iowa State University	1997	✓	.
College of Mount Saint Joseph	1999	✓	.
Marquette University	2000	.	✓
Drury University	2001	✓	.
Morehead State University	2001	✓	.
Saint Louis University	2001	✓	✓
Gonzaga University	2002	✓	✓
Henderson State University	2002	✓	.
Minnesota State University Moorhead	2003	✓	.
Northwest Missouri State University	2003	✓	.
San Diego State University	2003	✓	✓
Creighton University	2004	✓	.
John Carroll University	2004	✓	.
Northern Kentucky University	2004	✓	✓
Northwestern University	2004	✓	✓
Missouri Western State University	2005	✓	.
North Dakota State University	2005	✓	✓
University of Wisconsin-Eau Claire	2005	✓	.
University of Wisconsin-Oshkosh	2005	✓	.
University of Wisconsin-Stevens Point	2005	✓	✓
Austin Peay State University	2006	✓	.
Wisconsin Lutheran College	2006	✓	.
California State University, Fullerton	2007	✓	✓
Central Washington University	2007	✓	✓
Pacific University	2007	✓	.
Truman State University	2007	✓	.
University of Central Missouri	2007	✓	✓
University of Missouri St. Louis	2007	.	✓
University of Nevada Las Vegas	2007	.	✓
Washington State University	2007	✓	✓
Kirkwood Community College	2008	✓	✓
University of San Diego	2008	✓	✓
Benedictine University	2009	✓	.
Capital University	2009	✓	.
Carroll University	2009	✓	.
Johnson County Community College	2009	✓	✓

Campus Partner	Year	Campus Card	On-Site Branch
Metropolitan State College of Denver	2009	✓	
Milwaukee Area Technical College	2009	✓	✓
St. Cloud Technical & Community College	2009	✓	
Thomas More College	2009	✓	
Waukesha County Technical College	2009	✓	
California State University, East Bay	2010		✓
California State University, San Bernardino	2010	✓	
Colorado State University, Pueblo	2010	✓	
Missouri Baptist University	2010	✓	
Ohio State University	2010		✓
San Jose State University	2010	✓	
Seattle University	2010	✓	
Southwest Minnesota State University	2010	✓	
University of California Davis	2010	✓	✓
University of Missouri Columbia	2010		✓
University of Minnesota	2011		✓
University of Missouri Kansas City	2011	✓	✓
Concordia University Chicago	2011	✓	
Normandale Community College	2011	✓	✓
Bethel University	2011	✓	

REFERENCES

San Diego State University

Company Name

Paul Carlisle	SDSUCard Director
<i>Person Familiar with Performance</i>	<i>Title</i>

5500 Campanile Drive, Mail Code 7850	San Diego	CA	92182-7850
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

8 Years (1/2003)	Present
<i>Number of Years Service Performed</i>	<i>Date of Last Service Performed</i>

Branch on Campus, ID Card Program (CBORD), 3 ATMs, Athletic Sponsorship

Description of Services Performed

"U.S. Bank has proven to be more than an excellent financial partner for San Diego State University. U.S. Bank services continue to mature and increase functionality. Students, parents, faculty and staff enjoy the convenience of a full-service branch on campus and for those who prefer to bank online, U.S. Bank Internet Banking provides secure online transactions. U.S. Bank branch personnel are proactive in the campus community, providing student customer support and financial literacy training. We recognize and appreciate U.S. Bank's good stewardship in ensuring our students financial success." - Paul Carlisle, SDSUCard Director

Washington State University

Company Name

Craig Howard	Director Administrative Services Information Systems
<i>Person Familiar with Performance</i>	<i>Title</i>

Streit-Perham Building P.O. Box 641722	Pullman	WA	96164-1722
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

5 Years (6/2007)	Present
<i>Number of Years Service Performed</i>	<i>Date of Last Service Performed</i>

Branch on Campus, Maxx Card (12/2008), ID Card Program (CBORD), 1 ATM

Description of Services Performed

“U.S. Bank has worked closely with the CougarCard Center to create a customized banking program aimed at serving the needs of our students, culminating in the flawless implementation of our Visa® logo CougarCard Maxx program. Having the on-campus U.S. Bank branch has added an amazing resource for the CougarCard program and has proven to be a huge convenience on the Pullman campus. The U.S. Bank staff works hard to make our carding events efficient and pleasant for our students while lightening the load for our card center staff. We look forward to a long relationship with U.S. Bank that adds true value to our students’ university experience.”-- Craig Howard, Director, Administrative Services Information Systems

University of Central Missouri

Company Name

Deb Hobson	Director, Elliott Union		
<i>Person Familiar with Performance</i>	<i>Title</i>		

Elliott Union 301	Warrensburg	MO	64093
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

5 Years (8/2007)	Present
<i>Number of Years Service Performed</i>	<i>Date of Last Service Performed</i>

Branch on Campus, Maxx Card (11/2008), ID Card Program (5/2008, Blackboard), 3 ATMs

Description of Services Performed

“Our partnership with U.S. Bank has been extremely rewarding for the University of Central Missouri. Their friendly, personalized service brightens the day of anyone who walks into the branch in our union. Students enjoy the one-on-one attention they give everyone. Our U.S. Bank Branch provides our students with all the options including online banking, direct deposit and the UCM OneCard Maxx, an instant-issue VISA debit card and campus ID all in one. We couldn’t be more pleased with our U.S. Bank partnership and all they provide -- with a smile!”
 -- Deb Hobson, Senior Director, Elliott Union

PERSONNEL

Whitney Bright, Vice President, Campus Banking
Whitney.Bright@usbank.com, 636-300-5653

7.

Nicholas Brown, Regional Sales Manager, Campus Banking
Nicholas.Brown1@usbank.com, 916-498-3827

Jason Carpenter, Partnership Manager, Campus Banking
Jason.Carpenter@usbank.com, 858-720-7009

Caleb Davis, Operations Manager, Campus Banking
Caleb.Davis@usbank.com, 515-245-6148

Erica Luna, Branch Manager, SDSU Branch
erica.luna@usbank.com, 619-229-2880

Mike Jones, District Manager, Western On-Site Banking District
Mike.Jones2@usbank.com, 714-238-3142

Daniel H. Hoke, Senior Vice President, On-Site Banking Division Manager
Daniel.Hoke@usbank.com, 952-877-6068

EXECUTIVE SUMMARY

U.S. Bank proposes to renew and expand our partnership with San Diego State University to serve the SDSU campus community and their financial needs. By offering a full suite of banking services including, campus ID card, on-site branch banking, and ATM services we demonstrate our strong campus banking business model.

U.S. Bank understands the time and resources you have invested to make your SDSUcard the only card a student needs on campus. We would like to further enhance the card by creating a true all-in-one campus ID card. The U.S. Bank *Maxx* Card offers a Visa-branded campus ID card which allows students to access their bank account with their SDSUcard anywhere in the world. Even more importantly, we understand all of the other campus functions provided through the SDSUcard and firmly believe that the University should maintain control and issuance of the ID card to students. Our *Maxx* Card program provides the best of both worlds – an all-in-one campus card that can be used anywhere Visa debit cards are accepted and is issued instantly on campus and immediately active for use. We're also excited about the prospect of being co-located adjacent to the SDSUcard Office in the new Aztec Student Union in 2013. Moving the branch from the current location is a significant financial investment for U.S. Bank that further demonstrates our commitment to provide top-notch banking services for the campus community.

U.S. Bank believes that there are 5 major elements in a successful campus banking partnership:

Customer Service

U.S. Bank is committed to being the best bank in the country at serving our customers. Following months of research and planning, U.S. Bank's Chairman, President and Chief Executive Officer Richard Davis announced the new U.S. Bank brand:

All of  serving you™

This brand reinforces our strong, customer-centric philosophy to deliver exceptional service experiences, as we put the power of US to serve our customers. Best-in-class service and customer experience can differentiate US from other banks and is a brand promise on which we can deliver.

- We have a strong foundation built on quality customer service with our Five Star Service Guarantee for the past 15 years. To that end, we regularly poll our customers on our service delivery with positive results.
- All of US will continue to embrace our core service values of making it personal, making customer courtesy common, taking ownership, adding value to every interaction and sharing our knowledge.
- Every employee is committed to responsive, respectful, prompt and helpful service. We focus on what you need to maximize your business or personal financial management.

U.S. Bank is committed to serving the San Diego State University community with personal service and dedicated staffing on campus regularly to augment the service they can receive at any U.S. Bank branch, through our 24-hour customer service line and with our internet banking site.

Experience

U.S. Bank was a pioneer in the campus banking industry when the concept of banking through ID cards was developed 15 years ago. We created a partnership with Xavier University in 1996, which was one of the first of its kind in the country. Since that time, we have led the industry and currently have more campus card partners than any other financial institution. Because of our success, we have dedicated personnel who will ensure the highest level of satisfaction throughout this partnership. This team includes:

- Consistent Campus Banking Leadership
- Dedicated Marketing Team
- Knowledgeable Partnership Management Team
- Expert Implementation Team
- Local Branch Management Team

Innovation

Our Campus Banking partners continue to ask us the question “What’s next?” U.S. Bank has a team of employees dedicated to answering that question. Two years ago we launched Mobile Banking, which allows customers to check balances, obtain transaction history, transfer money and more, all with the same security as our award winning Internet Banking site. We expanded this service last year to add a Mobile Wallet App which allows customers to pay bills, transfer funds and send money to anyone using their smart phone. This year, we are proud to present our newest innovation, E-Disbursement Service. This new service will greatly compliment our campus card program. Working together, these programs provide the greatest value to both the student and the University by combining industry-leading Campus Card Services and streamlining the financial aid refund processes. In addition, we are currently involved with a variety of other innovation pilots that will potentially benefit San Diego State University throughout the life of this contract. Go ahead and ask US, “What’s next?”

Solid Financial Offer

U.S. Bank has a business model that centers on serving student customers and providing them with the opportunity to grow with U.S. Bank now and for many years beyond graduation. For that reason, we are able to share revenues with San Diego State University that will provide great value to your campus. Our revenue sharing opportunities are based on a predictable and steady calculation method and will grow throughout the life of the contract.

Throughout the partnership, U.S. Bank is committed to the involvement required to make the program a success. We are offering a contributory card program royalty schedule to decrease your expenses and increase the return you will see through full acceptance of this partnership. Our financial model is designed to provide the greatest long-term return to the University due to our existing portfolio of customers and our ability to retain the students we gain as customers. U.S. Bank’s vast branch network in the state of California and across the country enables us to serve your students at home, on campus, and well beyond graduation.

Strength and Stability

Finally, as one of America’s strongest banks, our strengths are aligned with the needs of our customers and prospects. We have a great story to tell! Our strength, stability, legacy, size, scope, breadth of product offerings, prudent approach to banking, diverse revenue streams, innovation, and unwavering commitment to customer service are newsworthy and compelling.

U.S. Bank is working to be “The Best Bank in America on Campus.” This highly subjective measurement will only be achieved if we first provide unparalleled commitment and service to our campus customers. We have defined our partnership with universities as a business objective, but more importantly as a community responsibility. We are confident that our commitment to you will be greater than expected as we look forward to being partners for many years to come.

SECTION III: SCOPE OF WORK / TECHNICAL REQUIREMENTS

1. PROPOSER REQUIREMENTS:

Within this section, the University has listed required specifications and functions for Banking Services. Proposers shall respond by indicating how their product can provide or accommodate the functionality described as well as additional functionality not listed (see Section IV, Proposal Format / Submittals).

Services shall include, but not be limited to:

2. BANKING SERVICES:

- a) **Checking accounts for students/employees, including deposits and withdrawals. Charges for services, unless offered at no charge, should be detailed.**

AGREED. U.S. Bank provides checking accounts for students and employees at SDSU. Details of this account are described in EXHIBIT A, Attachment No. 11. Pricing information can be found in the APPENDIX.

- b) **Free debit card EFT-POS (electronic funds transfer at point-of-sale) transactions through a nationwide network (maximum may be set for number of free transactions per month).**

AGREED. U.S. Bank customers can make free PIN-based debit transactions through the nationwide Interlink network. In addition, students using the proposed *Maxx* Card can make signature-based transactions through the worldwide Visa network with no fees.

- c) **No minimum balance required in student/employee checking accounts.**

AGREED. There is no minimum balance requirement for student checking customers.

- d) **Free bank by Internet and toll-free number capability.**

AGREED. U.S. Bank offers free access to internet banking, internet bill pay, and mobile banking. In addition, we provide 24/7 toll-free customer service by calling 1-800-US-BANKS.

- e) **Acceptance of direct deposit of student/employee payroll checks and/or California State Registered Warrants (IOU). This includes, but is not limited to, Direct Deposit of financial assistance, overpayments, or student and employee payroll. Contractor must demonstrate a full range of services to support "bank of record" for Student Financial Services. Should both parties elect to utilize these services a separate University agreement would be negotiated.**

AGREED. U.S. Bank direct deposit is a free service that automatically deposits paychecks or other recurring income into any U.S. Bank checking or savings account. In addition, U.S. Bank can provide automated refund distribution with our E-Disbursement Service. Please see the VALUE-ADDED OPTIONS for more details.

- f) **On-line debiting of student/employee checking accounts via the SDSUcard for POS payment requiring a PIN (Personal Identification Number).**

AGREED. U.S. Bank will continue to provide this functionality.

- g) **Ability for students or employees with Proposer's checking accounts to utilize the Web to transfer funds from their Proposer checking accounts into University Funds, the on-campus debit account. This service will be available twenty-four (24) hours per day, seven (7) days per week. Such funds would be immediately available for use.**

AGREED. U.S. Bank will continue to provide this functionality.

- h) **Ability to establish accounts during on-campus events, such as Freshman Summer Orientation and Registration, and Fall Orientation.**

AGREED. U.S. Bank will continue to provide staffing assistance during on-campus events to help students establish accounts and assist the SDSUcard office with card distribution.

- i) **Contractor shall assume financial liability normally associated with checking account, ATM, debit card and POS transactions, lost and stolen cards.**

AGREED. The proposed *Maxx* Card is protected by the U.S. Bank zero liability policy which means cardholders will not be held responsible for any unauthorized non-PIN purchases as long as the card is reported missing right away.

- j) **Contractor shall handle lost/stolen cards on an immediate basis, 24 hours a day, 7 days a week. A toll free number shall be provided at no cost to the University. Service Operator and immediate notification of SDSUcard is preferred.**

AGREED. See EXHIBIT A, Attachment No. 6 for more information about lost or stolen cards.

3. AUTOMATED TELLER MACHINE (ATM) SERVICES AND ON-CAMPUS LOCATION:

- a) **ATM (Automated Teller Machine) transactions must be available through a nationwide network. Charges for services, unless offered at no charge, should be detailed.**

AGREED. U.S. Bank customers have access to worldwide Plus and Visa ATMs.

- b) **ATM locations on campus are approved by SDSU. Installation of equipment shall be the responsibility of the Contractor. Specifications for installation and any services required from the University must be stated.**

AGREED. U.S. Bank already has three ATM locations on campus. No additional ATMs are proposed at this time.

- c) **Equipment shall be current production models and appropriate to the required services. All equipment must be handicap accessible, meeting all ADA requirements and be qualified to maintain a ninety percent or better service time.**

AGREED.

- d) **Installation of equipment shall be the responsibility of the Contractor. Specifications for installation and any services required from the University must be stated. The University will prepare the selected location for installations of the machines at the successful bidder's expense. Final connections and installations are to be made by the Contractor. Once the ATM locations are approved by the University, Contractor must sign a separate lease agreement with Aztec Shops or other University auxiliary organization, for the ATM space rental.**

AGREED.

- e) **Contractor shall maintain and service the installed machines/equipment. The service personnel will observe all regulations in effect at the University.**

AGREED.

- f) **Contractor shall be responsible for damage or loss to equipment or contents due to vandalism, robbery, or any other actions or cause. The University will cooperate to the extent it deems feasible in guarding against such occurrences.**

AGREED.

- g) **Contractor must have a local bank branch in San Diego County within the Zip Code 92115 and maintain one on-campus full service branch.**

AGREED. U.S. Bank has a local branch located at the Vons supermarket at 6155 El Cajon Blvd, San Diego, CA 92115. In addition, we have a branch on-campus located in the West End Plaza.

- h) **Contractor shall assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future.**

AGREED. See EXHIBIT A, Attachment No. 7 for more information.

- i) **Contractor shall provide funding for initial and annual marketing materials (subject to the University's review and approval) including customized brochures - approximately 15,000 brochures annually.**

AGREED. See EXHIBIT A, Attachment No. 8 for more information.

- j) **Contractor shall pay for all "preprinted" card stock used in initial and subsequent re-carding projects, on-going carding of students and employees, and for the purpose of enhancing functionality of the SDSUcard during the term of the contract. Contractor shall be responsible for all card stock costs associated with enhancing functionality of SDSUcard to include banking network contact information, icons, or "bugs" referring to the contractor.**

AGREED. U.S. Bank will pay for all card stock related to the Visa-branded *Maxx* Card used for banking purposes. See EXHIBIT A, Attachment No. 9 for more information.

- k) **Provide a list of their proposed University Amenities/Commission/Revenue Sharing (i.e., annual contributions, lump-sum contributions, in-kind gifts of contribution, transaction revenue sharing, etc.). (Attachment No. 11)**

AGREED. See Exhibit A, Attachment No. 11 for more information.

- l) **Contractor shall submit a binding time-line schedule detailing the stages and dates anticipated to implement any University requested service requirements not immediately available upon contract award.**

AGREED. See IMPLEMENTATION PLAN for a sample timeline and project plan.

4. PERSONNEL AND SERVICE REQUIREMENTS:

- a) **The Contractor shall be responsible for ensuring that all equipment provided is serviced regularly.**

AGREED.

- b) There shall be one assigned customer service employee who will be the primary point of contact for the University.

AGREED. Jason Carpenter will continue to be the primary point of contact for SDSUcard and will be supported by the branch manager of the SDSU Branch.

- c) The Contractor must have trained competent repair personnel available within twenty-four (24) hours to make repairs on the equipment as needed. The Contractor must give the name(s) and telephone number(s) of the personnel and where they can be reached. (Complete Attachment No. 3 – Expertise of Personnel)

AGREED.

- d) The Contractor and all employees shall be recognizable by proper identification.

AGREED.

5. COMPLIANCE:

The contractor must be licensed with the State of California Department of Financial Institutions (DFI), or exempted from licensing by Financial Code via national banking designation provision as follows:

33101. Any national banking association, federal savings and loan association, or federal or state-licensed credit union is exempted from all the provisions of this division, except the following provisions:

(a) The provisions of Section 34114.

(b) The provisions of Section 34115.

(c) The provisions of Section 34101; provided, however, that the provisions of Section 34101 shall apply only in the case of a failure to honor any liability imposed under the provisions of Sections 34114 and 34115; provided, further, that the provisions of Section 34101 relating to the appointment of a receiver or conservator shall not apply in any case.

These licenses and designations shall be obtained/provided at no charge to the University.

AGREED.

6. GENERAL INFORMATION:

The University (SDSUcard) currently utilizes CBORD Campus Systems, CS Gold, and Datacard Systems in support of the campus ID card system for approximately 33,000 students, and 4,000 full time faculty and staff.

The University currently provides students, faculty and staff with an SDSUcard/one card program, i.e., the SDSUcard Program which delivers comprehensive services including identification, entitlement control, financial services, controlled access, vending and security. It also functions as a campus only debit card (SDSU funds). The University anticipates that these services will continue.

The track-two SDSUcard magnetic stripe is compatible with industry standard ABA (American Bankers Association) networks and as such, may be used as a proprietary debit card upon specific Point of Sale networks e.g. "Ugryd Merchant Network", as well as ABA based ATM, checking and PIN-based debit.

The University currently has ownership of ISO (International Organization for Standardization) ABA prefix. The University will retain ownership of ISO ABA prefix before, during and after the term of this contract. Existing SDSUcard magnetic stripe ISO format must remain the same.

SDSUCard is used for a number of identification verification and entitlement purposes, including but not limited to:

- Athletics
- Special events
- Classroom attendance tracking
- Special purchase programs (e.g. discounted bus passes, tickets, etc.)
- Library circulation
- Career Services
- SDSU Aztec Shops on-campus Meal Plan
- Selected University Access Platform
- Computing Helpdesk verification
- Public Safety/ Key Issue, Parking
- Public Safety photo identification
- University Cashiers transaction access
- Aztec Recreation Center

SDSUCard-Debit Card Services, including but not limited to:

- Library copier/microfiche payment (40 locations)
- Computer lab laser printing
- Housing laundry application
- Aztec Shops machine vending (30 locations)
- CSVT cash deposit/account Inquiry (7 locations)

UNDERSTOOD.

EASE OF CONVERSION:

A “banking services” agreement currently exists and SDSU financially supported the development of an existing customer base which will return a royalty of approximately \$75,000 this year. Contractors should consider a first annual royalty equal or surpassing this figure to maximize “ease of conversion” consideration during the award process.

- a) The University shall have no liability for fraudulent use or overdrafts due to ATM transactions check writing, debit card or POS transactions, lost or stolen cards.

AGREED.

- b) The University will continue to control all aspects of the design, development and issuance of its SDSUCard.

AGREED. The *Maxx* Card issuance has the flexibility of being issued from the SDSUCard Office or from the U.S. Bank branch on campus.

- c) The University will allow the proposer’s logo to be imprinted on the back of the SDSUCard. When the agreement is terminated, existing co-logged cards may be utilized or replaced at the discretion of the University.

AGREED. The Visa-branded Maxx Card will require the Visa and U.S. Bank brand marks to be printed on the front of the card.

- d) Based upon ongoing assessments of the current ID card operations, the University reserves the right to make changes to the program, including off-campus the University Funds applications at any time.

AGREED. Visa regulates usage of the stored value SDSUFunds to be restricted to on-campus locations. Off-campus merchant transactions through the *Maxx* Card will be routed through the Visa Network.

- e) **Successful proposer must facilitate funds transfer from patron's bank account to SDSUcard debit funds via ATM or other method acceptable to the University.**

AGREED. U.S. Bank has a proprietary system developed to facilitate this funds transfer.

- f) **Product must be flexible to feature expansion via programmatic interfaces and/ or custom developed modules.**

AGREED. U.S. Bank's unique approach to the Maxx Card was created to provide the greatest level of flexibility and ease of integration with current and future ID card functionality.

ENTITLEMENT:

On campus, the card "pik" (Red ID Number) is based upon a directory to verify individual eligibility for the various functions of the card. As eligibility changes the directory is updated and card related entitlements change accordingly. For students who have chosen the banking opportunities of SDSUcard, it is intended to continue as their ATM, debit card after they leave the University. Therefore, the SDSUcard is not collected when a student member is no longer associated with the University. This process will remain unchanged.

AGREED.

7. ACCESSIBLE TECHNOLOGY REQUIREMENT/PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS: See Exhibit B-1

AGREED.

SPECIFICATIONS OF EQUIPMENT WITH DESCRIPTIVE LITERATURE

Proposer to attach in this section detailed specifications and supporting literature of the equipment that will be utilized for the services provided under this RFP.

U.S. Bank has provided detailed specifications for the following equipment need to produce the *Maxx* Card:

CardWizard FCP 20/20 - Financial Card Printer

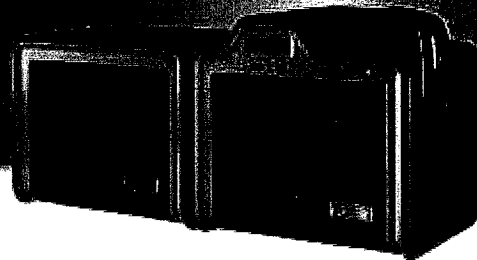
Wyse Winterm V90 - Windows XP Embedded Thin Client

We are planning to install this equipment within the bank branch on campus, but could also deploy the equipment in the SDSUcard Office if desired. By issuing the *Maxx* Card through the bank branch, we eliminate the need for additional security, training, and audits required by Visa for the issuer of those cards.

CARDWIZARD®

FCP 20/20

Full Card Personalization



Branded white
stock in ...



... many
designs
out!



Instantly issue unembossed financial cards with high definition print quality

Increase customer satisfaction and facilitate card transactions

Dynamic Card Solutions' CardWizard® FCP 20/20 Financial Card Printer lets you issue ATM, debit, credit and prepaid cards immediately. With onsite issuance, PIN selection and activation, cardholders receive instant gratification and instant buying power.

Everything looks better with high definition printing

The FCP 20/20 uses dye-sublimation technology to print crisp, vibrant 300 dpi images on the underside of HDP Film. HDP Film fuses to the surface of a variety of cards, including contact and contactless smart cards. Images run up to the edge of contact smart chips and over the edge of the card. With high definition printing, you no longer need traditional embosser/indent equipment or card stock with pre-printed backgrounds.

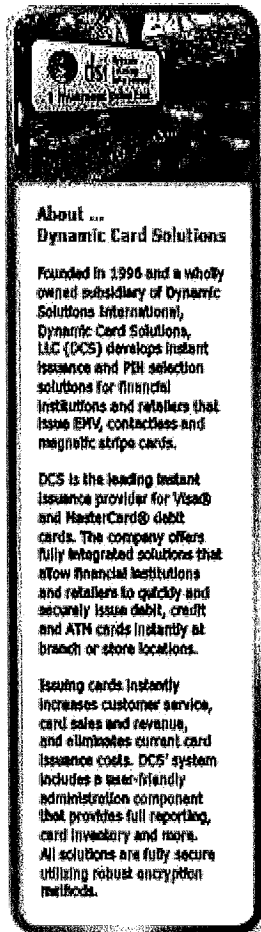
Simple, secure card production

With DCS' simple-to-operate and patent-pending software and hardware technology, an authorized bank or retail employee can load printer supplies and produce the customer's preferred card quickly and easily. Built-in security features that comply with card associations' security recommendations include locks that protect print materials and rejected cards, a mechanism to secure the printer to its workstation or table-top, and AES-128 encryption of magnetic and chip data including EMV. Additionally, 3DES encryption secures the data and PIN from terminal transmissions.

The flexibility to offer customers more

The CardWizard® FCP 20/20 gives you the freedom to provide more card products than ever before. Because FCP 20/20 images print over the edge of CR-80-sized cards, you can print full background images as well as cardholder data on-demand. Our flexibility allows you to offer multiple, customizable card designs to any customer niche whether large or small. *All starting from a single card stock!*

CARDWIZARD®
THE SAFE CHOICE FOR INSTANT CARD ISSUANCE



**About ...
Dynamic Card Solutions**

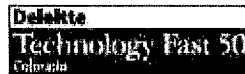
Founded in 1996 and a wholly owned subsidiary of Dynamic Solutions International, Dynamic Card Solutions, LLC (DCS) develops instant issuance and PIN selection solutions for financial institutions and retailers that issue EMV, contactless and magnetic stripe cards.

DCS is the leading instant issuance provider for Visa® and MasterCard® debit cards. The company offers fully integrated solutions that allow financial institutions and retailers to quickly and securely issue debit, credit and ATM cards instantly at branch or store locations.

Issuing cards instantly increases customer service, card sales and revenue, and eliminates current card issuance costs. DCS' system includes a user-friendly administration component that provides full reporting, card inventory and more. All solutions are fully secure utilizing robust encryption methods.

CardWizard® is a Trademark of Dynamic Solutions International. This product is produced by U.S. Patent No. US 7,301,938 B2. Other Patents Pending.

Dynamic Card Solutions is a proud member of:



Dynamic Card Solutions, LLC
1 Inverness Drive East
Englewood, Colorado 80112

www.INSTANTissuance.com
+1 303.754.2000



REV0010



Instant Issuance Hardware

	FCP 20/20
Personalization Technology	Reverse Transfer Dye-Sublimation
Printer Warranty	2 Years
Printhead Warranty	Lifetime
Available Features	
Over-the-Edge Printing	Yes
Contactless Smart Card Printing	Yes
Interface	USB 2.0 and/or TCP/IP
Full Card Personalization (Background Image, Cardholder Data, Security Code)	Yes
Secure Input Hopper, Cover and Card Reject Area	Yes (Key and/or Solenoid)
Locked Enclosure with Password-protected Access	Yes
Card Types	ABS, PVC, PET, PETG, with Embedded Prox, Supporting Native Global Platform JavaCard and MULTOS Smart Cards
Pre-Printed Background Image Required	No
Cartridge Ribbons	Yes
Auto-Ribbon Detect	Yes
Dimensions	11.54" x 24.5" W x 9.25" D (292mm H x 623mm W x 235mm D)
Weight	24 lbs. 710.0 lbs
Features	
ISO Magnetic Encoding	Yes
Contact Smart Card Encoding	Yes - EMV Level 1-ISO 7816
Contactless Smart Card Encoding	Yes - ISO 14443A/B
SDC	Yes

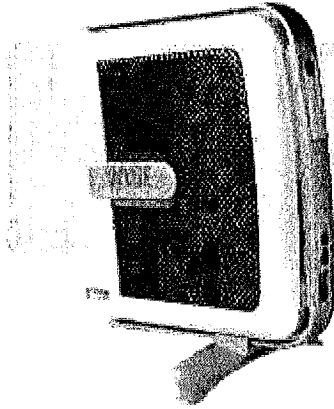
Specifications Overview

Print Method	HDP Dye-Sublimation / Resin Thermal Transfer
Resolution	300 dpi (11.8 dots/mm)
Colors	Up to 16.7 million / 256 shades per pixel
Print Speed (Color Cards)**	<ul style="list-style-type: none"> • 38 seconds per card / 96 cards per hour (YMC with transfer) • 48 seconds per card / 78 cards per hour (YMCK with transfer) • 70 seconds per card / 51 cards per hour (YMCCK with transfer) • 70 seconds per card / 51 cards per hour (YMCCK with transfer)
Accepted Ribbon / Card Sizes	CR-80 (3.37" L x 2.125" W / 85.6mm L x 54mm W)
Accepted Card Thickness	<ul style="list-style-type: none"> • Print only: .030" (80 mil) to .060" (60 mil) / .762mm to 1.27mm • Print/Laminated: .030" (30 mil) to .090" (60 mil) / .762mm to 1.27mm
Accepted Card Cartridge Capacity	100 cards (.030" / .762mm)
Software Platform	Windows® 2000 / XP / Server 2003 / Vista™
Print Area	Over-the-edge on CR-80 cards
Warranty	<ul style="list-style-type: none"> • Standard Printer Warranty: Two years (return to OEM) • Optional Express* Cross-Site† Printer Warranty • Printhead Warranty - Lifetime, unlimited pass
Features	<ul style="list-style-type: none"> • Smart card encoding coupler (contact/contactless) EMV Level 1 • Supports ISO 7816 Contact and ISO 14443A/B Contactless Cards • Magnetic stripe encoding (DES-128 encrypted) • Door and cartridge locks • Kensington lock slot • Printer clearing kit

*Includes the ribbon type and the number of ribbon panels printed when Yes/No/Yes/No/Magnetic/Color/Yes/No/Black/Color/Yes/No/Black

**Print speed includes an up process to print speed and is measured from the time a card drops into the output hopper to the time the next card drops into the output hopper. Print speed does not include encoding time or the time needed for the PC to process the image. Process time is dependent on the file, the CPU, amount of RAM and the amount of available memory at the time of the print.





The Most Feature Rich, Highest-Performing, Windows XP Embedded Thin Client

Enable workers to cost-effectively run application software at any workspace with inherent immunity from viruses and malicious software. The "install and go" quality of Wyse® thin clients managed by Wyse™ Rapport® keeps maintenance and total cost of ownership at a minimum. Powered by Microsoft® Windows® XP Embedded operating system, the model V90 has a common Windows user interface, delivers responsive local and remote application and browsing performance, and offers rich peripheral connectivity in a sleek and compact enclosure.

Wyse Technology, the leading supplier of thin client solutions, is the choice of the world's largest businesses and institutions offering the most cost-effective, highly manageable, and secure way to deploy applications including rich GUI-based and media rich Windows® applications to end-users throughout any enterprise. Low client cost, low power consumption, obsolescence-free longevity, effortless device setup, and remote management combine to keep your overall application deployment and computing environment costs to a minimum without sacrificing capabilities.

The Winterm™ V90 includes a powerful 1GHz CPU; smart card slot, CardBus/PCMCIA slot; and serial, parallel, and USB ports. Video performance is fast and crisp, minimizing eye-strain and meeting stringent health and ergonomic requirements. The Winterm V90 runs the Microsoft® Windows XP® operating system providing fast boot-up functionality and the ability to easily and rapidly switch between a typical PC desktop and a connection manager dashboard. Because the model V90 is diskless and application installation and execution is fully managed, it is inherently secure from viruses and other malicious software attacks.

The Winterm V90 offers a broad range of mounting options for any work environment via its innovative monorail mounting system that allows the unit to be conveniently attached to a wall, a desk, under a work space, within a cash register, or any space constrained environment.

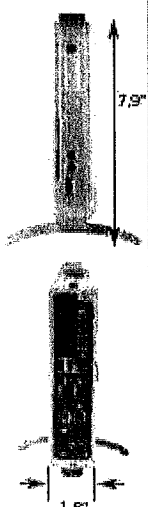
As with all Winterm thin clients, the Winterm V90 comes bundled with Wyse™ Rapport® (Workgroup edition), the enterprise client management tool that leverages the value of your IT infrastructure for maximum ROI.

Features

Benefits

True 1GHz x86 CPU coupled to a high resolution 24-bit video controller	Delivers superior performance to CPU enabling architectures and high resolution video systems for fast display updates and local application performance
PC/SC smart card reader support	Provides 2-factor secure login and free-seating to moving users
Innovative monorail mounting system	Zero desktop footprint and enhanced physical security is ideal for wall, desk, or under workspace mounting
32-bit CardBus/PC-Card expansion slot with physical restraint	Supports a broad array of add-on hardware peripherals, with removal prevention
Broad connection options: 2 serial, 1 parallel, 2 PS/2 audio in, headphone/speaker out, and 4 USB 2.0 ports	I/O rich, ready for all your peripheral needs and can take advantage of high speed peripherals, such as mass storage with USB 2.0 support
Microsoft Windows XP Embedded OS	Rich Windows desktop environment to run desktop application software with local support for peripherals and their corresponding drivers
Familiar Windows XP graphical user interface	Run application software locally and on a server with a common user interface
Embedded custom local applications	Commonly used applications can be built into the device's image so they are immediately available to run locally
Supports RDP 5.2, ICA 3.0 protocols and terminal emulation	Connectivity and access to applications running on a server via Windows Terminal Services and the Citrix Access Platform
Internet Explorer 6.0 and Microsoft Media Player	Industry standard web browser and plays industry standard multimedia formats
Diskless, fanless, convection cooled	Quiet, no moving parts, durable, low operating cost, low service, very long Mean Time Between Failures (MTBF)
Wyse™ Rapport® (Workgroup edition) client management software	"Mail-free" total control — remote management, upgrades, and configuration from administrator's console
Three-year hassle-free limited warranty	Assurance of reliability, availability, and performance from the industry leader

Windows Custom-Application Terminal	<ul style="list-style-type: none"> Based on Microsoft Windows XP Embedded operating system 512MB flash/256MB DDR RAM (standard) 	<ul style="list-style-type: none"> Integrated Microsoft RDP, Citrix ICA, and terminal emulation protocols standard 	
Firmware Features	<ul style="list-style-type: none"> Microsoft Windows XPe Microsoft Internet Explorer 6.0 resident; HTML, JavaScript, XML, Active X, Sun JRE, Media Player 6.4, Citrix Web Client 	<ul style="list-style-type: none"> RDP 5.2 resident¹ Citrix ICA 8.0 resident² Terminal emulation; emulates 60 terminal types³ 	
Server OS Compatibility/Support	<ul style="list-style-type: none"> Microsoft Windows 2000/2003 Server Microsoft Windows NT Server 4.0, Terminal Server Edition 	<ul style="list-style-type: none"> Citrix[®] WinFrame[®] and MetaFrame[®] 	
Set-Up and Configuration	<p>User Interface</p> <ul style="list-style-type: none"> Boot from local flash Windows XP user interface language: U.S. English, French, German, Spanish optional 	<ul style="list-style-type: none"> Keyboard language support: U.S. English standard; French, German, Italian, U.K. English, 34 others included 	
Protocol Support	<ul style="list-style-type: none"> TCP/IP, DNS, DHCP, PXE 		
Management	<ul style="list-style-type: none"> Remote management, configuration, and upgrades through Wyse Rapport client management software version 4.4.1 or later Complete image upgrade Wake terminal remotely (Wake-on-LAN) 	<ul style="list-style-type: none"> Terminal configuration (IP information, name, etc.) Reporting Remote screen shadowing of entire desktop (VNC) Asset management 	
Processor	<ul style="list-style-type: none"> True x86 CPU clocked at 1GHz 		
Input/Output/Peripheral Support	<ul style="list-style-type: none"> Two serial ports and one parallel port Three USB 2.0 ports Keyboard: USB with Windows keys (104 keys) included⁴ CardBus/PCMCIA card slot 	<ul style="list-style-type: none"> Mouse: PS/2 mouse included Local printers via USB, parallel, serial, ethernet VGA-type video output (DB-15) Internal smart card reader (factory installed option)⁵ 	
Networking	<ul style="list-style-type: none"> 10/100Base-T Fast Ethernet, twisted pair (RJ-45) Wi-Fi wireless LAN connectivity via external USB 	<ul style="list-style-type: none"> and CardBus adapters (available separately) 	
Display Support⁶	<ul style="list-style-type: none"> VESA monitor support, with Display Data Control (DDC) for automatic setting of resolution, and refresh rate 	<p>Display resolution</p> <ul style="list-style-type: none"> 1280x1024 @ 100Hz 1024x1200 @ 85Hz 1280x1024 @ 100Hz <p>Color depth</p> <ul style="list-style-type: none"> 16-bit, 64K colors 16-bit, 64K colors 24-bit, 16.7M colors 	
Audio	<ul style="list-style-type: none"> Output: 1/8-inch mini, full 16-bit stereo, 48 KHz sample rate 	<ul style="list-style-type: none"> Input: 1/8-inch 8-bit mini microphone 	
Physical Characteristics (H x W x D)	<ul style="list-style-type: none"> Height: 7.9 inches (201mm) Width: 1.8 inches (46mm) Depth: 7.1 inches (180mm) Shipping weight: 8lbs (3.6kg) 	<ul style="list-style-type: none"> Built-in Kensington security slot (cable lock sold separately) Optional mounting bracket for wall and monitor installation sold separately Optional vertical feet included (as shown at right); horizontal feet sold separately 	
Accessories and Add-Ons	<ul style="list-style-type: none"> Accessory, option, and add-on information can be found at www.wyse.com/products/accessories 		
Environmental	<p>Temperature range</p> <ul style="list-style-type: none"> Operating: 32° to 104°F (0° to 40° C) Storage: -14° to 140°F (-10° to 60° C) Convection cooling, fanless design 	<p>Humidity</p> <ul style="list-style-type: none"> 20% to 80% noncondensing <p>Operating altitude range</p> <ul style="list-style-type: none"> 0 to 10,000 feet (0 to 3,060 meters) 	
Power	<ul style="list-style-type: none"> Worldwide auto-sensing 100-240 VAC, 47-53 Hz 	<ul style="list-style-type: none"> Average power usage: 17.2Watts fast-up device connected with 1 PS/2 keyboard, 1 PS/2 mouse and monitor) 	
Regulatory compliance	<p>Ergonomics</p> <ul style="list-style-type: none"> German EKI-ITB 2000 ISO 9241-34-B 	<p>Safety</p> <ul style="list-style-type: none"> cULus 50950 TUV-GS EN 60950 	<p>RF Interference</p> <ul style="list-style-type: none"> FCC Class B CE VCCI
Warranty	<ul style="list-style-type: none"> Three-year limited warranty 		



WYSE

Wyse Technology Inc.
3471 North First Street
San Jose, CA 95134-1801

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<http://www.wyse.co.uk>
<http://www.wyse.com>

Wyse Customer Service Center:
800 800 WYSE
(800 800 9973)

Contact Wyse for its latest version of ¹Microsoft Windows[®] Terminal Emulation, ²International keyboards are provided in a localized product kit and may also be purchased separately; ³Monitor, speakers, and microphones not included; ⁴One keyboard and mouse included.

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FINANCIAL INSTITUTION ON CAMPUS BRANCH

Proposer Requirements: On-Campus Branch Defined

SDSU is in the process of demolition of the Associated Students Aztec Center and construction of the new Aztec Student Union, with estimated completion in the spring of 2013. Prior to the completion of the facility renovation, the Proposer will not be required to maintain an on-campus branch.

Upon completion of the Aztec Student Union, the On-Campus branch will be co-located with the SDSUcard Office in a section of that building comprising approximately 1900 square feet, with individual office space. General description of location is, Suite 130, Southwest corner of the Aztec Student Union.

Proposer's Branch portion will encompass minimum 900 square feet of the combined space. Lease square footage cost to be commensurate with local area commercial rates and determined upon project completion or year 2013. Tenant will pay utility expense and custodial share.

Proposer will be responsible for the build-out of the leased space for the bank branch, including security systems. This responsibility includes the construction of the wall and doors between the branch and the area occupied by SDSUcard.

See Appendix C, Campus Branch

U.S. Bank is excited about the opportunity to move our branch and be located next to the SDSUcard office in the new Aztec Student Center. In addition to the financial commitment provided for the SDSUcard program, this relocation represents a significant investment of approximately \$240,000 in construction and build-out costs. We request that SDSU provide us with the 2011 market rental rates for the Campus Branch ("2011 Market Rent"). The rental rate at the time of the opening of the Campus Branch in 2013 ("2013 Market Rent"), shall then be calculated based on the percentage increase of the local Consumer Price Index for the most recently published month prior to the opening of the Campus Branch over July 2011 ("Percentage Increase"). The 2011 Market Rent shall be multiplied by the Percentage Increase, and the resulting product shall be added to the 2011 Market Rent; such sum shall be the 2013 Market Rent.

We have included U.S. Bank's minimum requirements for a branch bank, photos of existing On-Site branches, and a finish schedule outlining the materials specified for this project.

The minimum requirements for a branch bank are as follows:

- U.S. Bank will accept 900 square feet of combined space with SDSUcard in the Aztec Student Union.
- U.S. Bank will provide our own phone systems.
- U.S. Bank will need to install security cameras to monitor the vaults in the branch area. All costs for security cameras will be paid by the bank.
- U.S. Bank will run our own internet connections.
- U.S. Bank will be installing our fixture package which includes, but is not limited to, office case goods, ATM, computers, phone system, alarm system, office equipment (fax, copier, etc.) and vaults required to handle the cash levels of the facility.

Following are the U.S. Bank interior space requirements provided by the Landlord:

Interior Space Structure

- Space to be built out using metal studs and drywall to U.S. Bank build out plans.
- All walls to be finished and primed ready for final finishes approved by U.S. Bank.
- Ceilings to be suspended 2'x 4' acoustical lay in tile. Armstrong "Second Look II."
- Floor finishes will be U.S. Bank specified material and color scheme.
- Landlord will supply counters and millwork required to meet U.S. Bank design specifications.

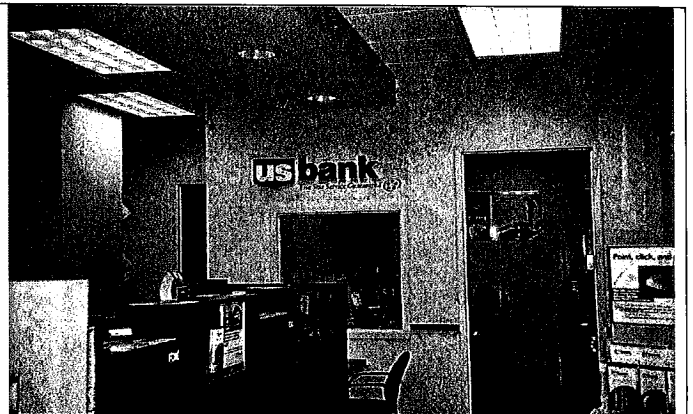
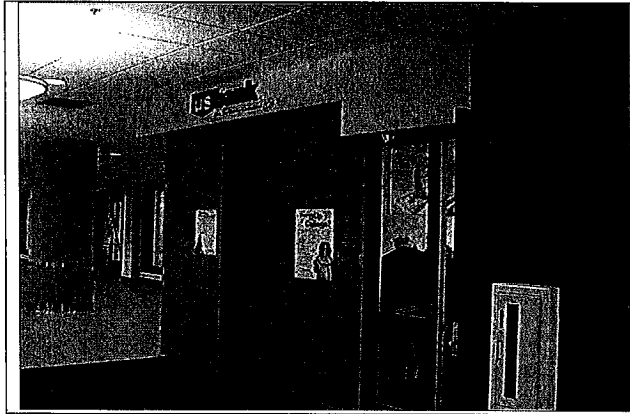
Electrical

- Landlord will supply a 100 amp. electrical panel to the tenant space located as specified on U.S. Bank building out plans.
- Landlord will supply a 2" conduit with pull string from building MPOP or nearest secured phone/data room to the tenant space terminated as specified on U.S. Bank build out plans.
- There will be a data, security and power drop located at all areas specified on U.S. Bank electrical plans.
- All data, security and power will be installed in a ¾" conduit.
- The data, security and power runs to the teller counter should be in 1 ½" conduit.
- Light fixtures will be 2'x4' lay in fixtures with parabolic lenses using T-8 florescent bulbs and electronic ballasts.
- Landlord will provide a ¾" conduit to all exterior sign locations with a 20 amp. Circuit supplied for future termination by U.S. banks sign vendor.

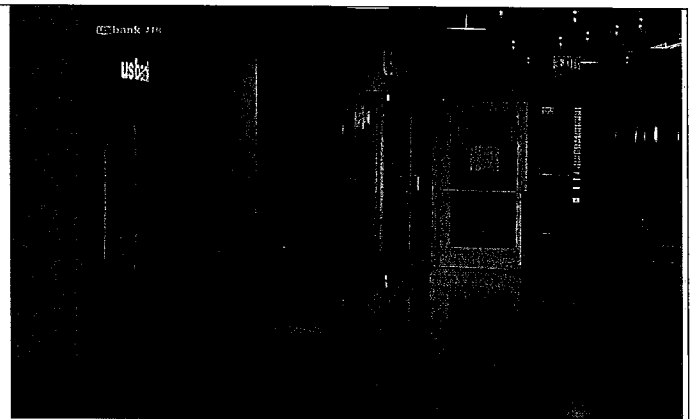
H.V.A.C

- Landlord will install H.V.A.C. equipment and distribution sufficient to meet all local codes.
- The landlord will supply smoke and fire detection equipment adequate to meet all local and national code requirements.
- All work within the space shall be permitted and completed with a certificate of occupancy supplied prior to installation of "banking " equipment to include , security, data and phone equipment.

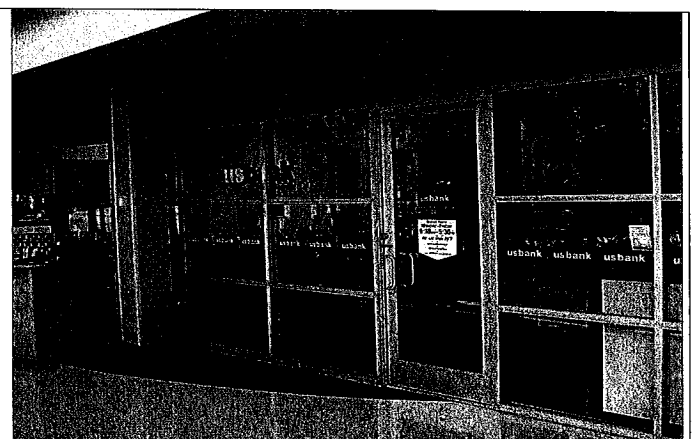
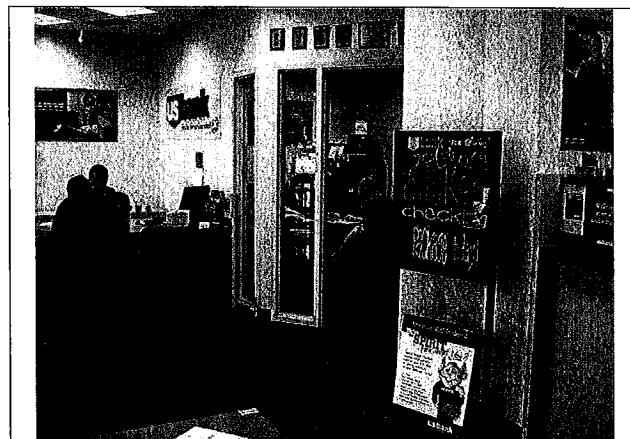
Below are photos of three existing campus branches:



University of Minnesota



Ohio State University



Saint Louis University

Finish Schedule for On-Site Branch Locations

On-Site Standards	
<i>Cove Base</i>	Johnsonite ~ CB-63 Burnt Umber "Alternate" Roppe ~ P193 Black-Brown
<i>Wall Covering</i>	Fashion Wallcovering ~ Willoughby Hills Type 1, Class A ~ QS1871
<i>Carpet</i>	Shaw ~ Groundworks II, Ecoworx 24" Tile Style ~ 59296 Carpet Pattern ~ 53420 Watercourse
<i>Ceramic Tile</i>	None
<i>Grout</i>	None
<i>Vinyl Tile</i>	Armstrong 51836 (Shelter White)
<i>Vertical Blinds</i>	None
<i>Paint</i>	Sherwin Williams Walls ~ 1030 Sculpture Gray - Eggshell Trim ~ 1031 Modern Grey - Semi-gloss
<i>Ceiling Tile</i>	Armstrong ~ Second Look II 2754
<i>Millwork</i>	Wilson Art Vertical ~ 7911-60 Manitoba Maple Counter Tops ~ 1763-60 Brune Slate Solid ~ 9021-ML Graphite Mirage
<i>Seating Fabrics</i>	Desk Chair ~ Momentum Fabric: Perpetual Indigo Side Chair ~ Momentum Fabric: Perpetual Sky Stool ~ Momentum Fabric: Perpetual Black

LOST OR STOLEN CARD SERVICES

It is the responsibility of the Contractor to immediately notify SDSUcard Office of any lost or stolen SDSUcard. The Contractor shall provide in this section the specific mechanisms procedures and policies implemented to report lost or stolen cards.

All cardholders who bank with U.S. Bank have three easy and convenient ways to report a lost or stolen ID card:

- Report an ID card lost or stolen 24 hours a day/365 days a year through our toll free customer service line, 1-800-USBANKS. The customer service representative will immediately deactivate the banking function on their ID card.
- Customers can stop by or call any of our branch banks during regular business hours and report their ID card lost or stolen. The banker will deactivate the card immediately.
- Customers can report their ID card lost or stolen online 24-hours a day/365 days a year at usbank.com. They simply e-mail our customer service department and U.S. Bank will deactivate the card upon authentication of the request.

The replacement process is the same as getting the initial *Maxx* Card. The cardholder goes to the SDSUcard Office and shows identifiable information that they are a U.S. Bank customer and they are issued a replacement *Maxx* Card instantly. Since U.S. Bank provides the card stock to San Diego State University at no charge, cardholders who have a *Maxx* Card will not pay a replacement fee to receive a new card. This process allows customers access to their bank accounts immediately without having to wait for a new card to be sent in the mail.

Except as provided in the next paragraph, customers are generally protected from all liability for unauthorized use of any U.S. Bank Check Cards, the associated account numbers printed on them (including purchases made for the phone or online) and ATM card or its associated personal identification number (PIN). Customers still need to report the loss or theft of these cards and any unauthorized transactions to us as soon as possible. This is necessary so the customer can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had the customer given us notice. This policy also protects the customer from liability for other types of electronic funds transfers.

If the customer fails to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to them that discloses that unauthorized transaction, they will be liable for all fund transfers that occur after that 60 day period expires if we could have prevented such transaction had they reported it to us within the 60 day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Internet transactions, and purchases with any U.S. Bank Check Cards, etc.) that occur after the 60 day period following the first statement notice. If a good reason (such as a long trip or hospital stay) kept the customer from telling us, we may extend this time period.

San Diego State University is not liable for any fraudulent transactions made using the banking portion of the SDSUcard *Maxx*. All students are able to log on to U.S. Bank's FREE internet banking website to view all of their transaction and purchase history in real time. Additionally, we will include lost/stolen instructions on

the back of the SDSUcard and can provide lost/stolen business cards to the SDSUcard Office and to new customers as they open their accounts.

Lost or Stolen Procedures

If you are a U.S. Bank customer and your Bearcat Card has been lost or stolen, immediately contact either of your two local U.S. Bank branches. If you have lost your card during non-business hours, please call 1-800-USBANKS.

usbank.com
Member FDIC



U.S. Bank

120 South Main Street • 660-582-7159
1621 South Main Street • 660-562-2000

Branch Hours:

Monday - Thursday: 9:00 a.m. - 4:30 p.m.
Friday: 9:00 a.m. - 5:00 p.m.
Saturday: 8:00 a.m. - 12:00 p.m. (drive thru only)

FINANCIAL WELLNESS PROGRAM

Proposer shall address in this section how it will implement the following program:

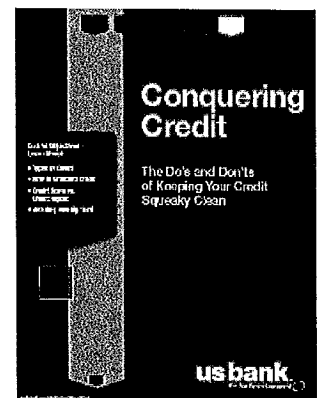
Financial Literacy and Wellness Training - The Contractor shall supply ongoing personal finance FDIC (Federal Deposit Insurance Corporation) authored "Financial Literacy and Wellness Training" in classroom or webinar settings. Contractor will respond to requests by students or faculty for groups as small as ten (10), up to and including 500 participants. Requests by University departments, including, but not limited to International students, College Life, and University Housing will be completed in a timely manner. Classes will also be offered by the contractor to those patrons demonstrating difficulty with various bank products. IE: establishing credit, balancing checkbooks, budgeting, and how credit works.

Financial Wellness Program

In 1999, U.S. Bank created a series of Financial Wellness Seminars in response to a need for additional education around money management for students. The seminar consists of participant and facilitator guides, exercises, teaching tools and evaluations. Financial Wellness Seminars can be presented by bankers or campus organization leaders and are available to help start students off on the right track.

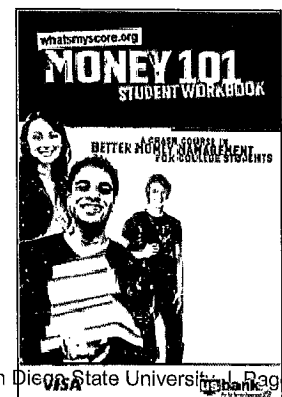
U.S. Bank representatives will come to the campus to facilitate the interactive program. This program can be tailored to fit your particular time requirements. The entire program is designed to be presented at orientation, student gatherings, and as requested by the University. The four modules of the Financial Wellness Seminar include:

- **Banking Basics 101**
How to Balance Your Checkbook and Still Have Money Left Over for Pizza
- **The Budget Zone**
Saving for Spring Break Without Breaking the Bank
- **Loan Lessons**
The Low-Down on Loans, Interest and Keeping Your Head Above Water
- **Conquering Credit**
The Do's and Don'ts of Keeping Your Credit Squeaky Clean



In addition to the four Financial Wellness seminars listed above, U.S. Bank can conduct seminars on internet banking, banking in a foreign country, or any other topic in which the students have interest. U.S. Bank employs individuals who are experts in all facets of banking and can educate the employees of San Diego State University as well as the students. Examples of available seminars are:

- Avoiding Identity Theft
- First Time Home Buyer's Seminar
- Retirement Planning & Investment Strategies

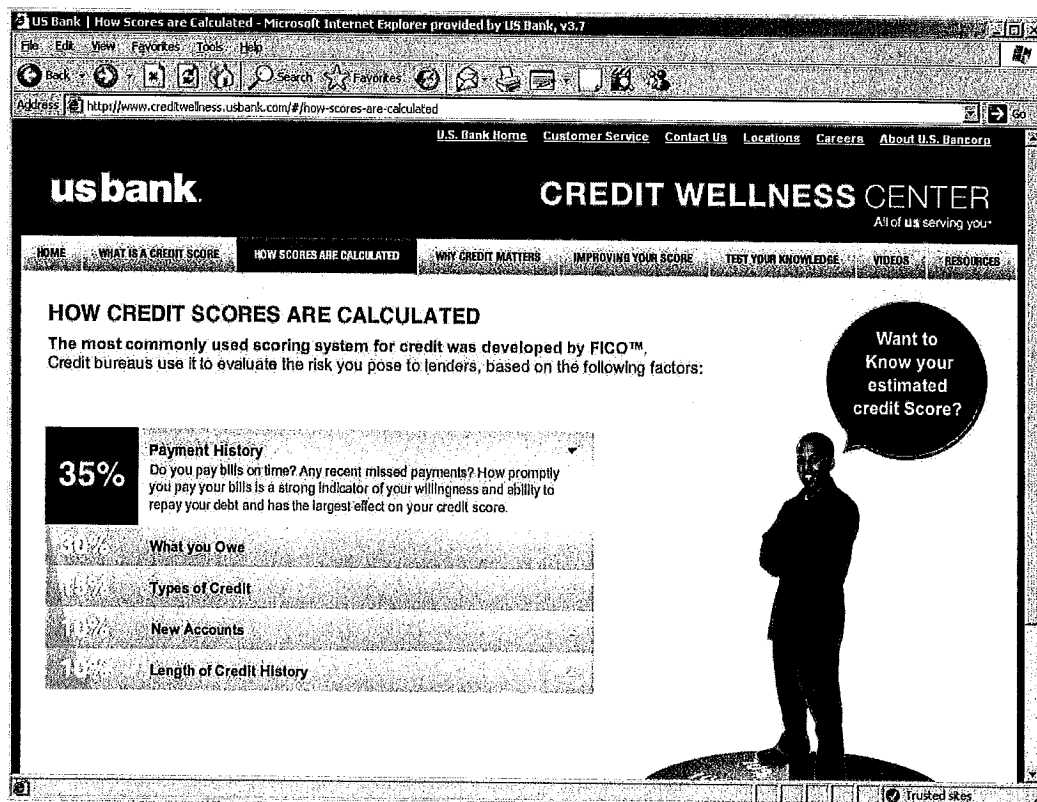


- Long Term Care Insurance
- Saving for Your Child's Education

Credit Education

U.S. Bank is one of the founding partners of the Responsible Credit Partnership, an industry coalition that identifies ways in which the banking industry can best help consumers who are new to credit manage their credit more successfully. It's "What's My Score" campaign used clever marketing materials targeted to college students that prompted them to obtain their credit score and understand how their spending habits today will directly impact them in the future. It is one of many ways that U.S. Bank is positively influencing students to use credit wisely before they have their card. Additionally, we provide online tools and credit advice at www.usbank.com/GetSmartAboutCredit and www.usbank.com/FinancialLiteracy.

Our newest interactive online resource is our Credit Wellness Center at www.usbank.com/creditwellness. This site was built to be a single, one stop shop to help students and consumers learn about credit. The credit wellness website is fluid, interactive and easy to understand. Users can click their mouse to better understand a good vs. bad credit score, scroll over images to get instant explanations and play a credit simulator to see how life decisions affect credit scores.



Our Commitment to Financial Literacy

In addition to the seminars, programs and websites listed above, U.S. Bank has dedicated considerable efforts to becoming a leader in providing financial literacy across the country. Our passion for financial education comes from our senior management, led by Richard K. Davis, Chairman, President and CEO of U.S. Bank, who was recognized in June 2010 as a "Champion of Financial Education" by the Urban Financial Services Coalition.

Richard continually challenges employees to make a difference at our partner institutions through providing financial education to empower youth and adults to make informed decisions.

In 2009, under Richard's leadership, U.S. Bank employees participated in:

- 1,700 banking seminars covering topics including consumer banking, small business and home buyers education and attended by more than 38,000 participants
- 500 seminars were delivered to 10,700 low and moderate-income Junior Achievement students
- More than 700 employees participated in Teach Children to Save, which delivered curriculum to 16,400 students

Richard also serves as Chairman of the Financial Services Roundtable, which is comprised of the 100 largest financial services companies. He assisted in uniting the organization to increase its community service in 2009 and to continue efforts to improve financial literacy. As part of that initiative, 25,850 U.S. Bankers volunteered in 629 community involvement events.

Following are some additional examples that demonstrate our commitment to financial wellness:

U.S. Bank Financial Scholars

In May 2010, U.S. Bank established a relationship with Everfi, Inc. EverFi teaches secondary and post-secondary level students core concepts of financial literacy. U.S. Bank has partnered with EverFi to coordinate the U.S. Bank Financial Scholars program. The program takes students (targeted to ages 17 to 22) on web-based tours of topics from the New York Stock Exchange, explaining compounding interest and savings, to the pitfalls of bad credit and consumer fraud. Students go through a 6 hour on-line training and receive a certificate of completion if they pass all of their modules.

The initial launch of the U.S. Bank Financial Scholars program is taking place in five San Diego area high schools (Poway Unified Program), five Twin Cities area high schools, 17 San Francisco Bay Area high schools and five University campuses.

Wealth Watchers

In December 2009, the U.S. Bank Community Affairs Division partnered with the Wealth Watchers organization to provide college students enrolled in financial education courses with tools and resources that help them learn to save and live smart.

Wealth Watchers was created to help people set and track a daily goal for saving and spending. The foundation of the program is the Wealth Watchers Spend Smart Journal - a tool to give people a daily reality check for where their money goes. Wealth Watchers offers a means to help people break through the barriers that keep them from being successful with their financial goals.

Operation Hope – Financial Education

U.S. Bank pledged \$1.75 million over the next five years to Operation Hope to enhance HOPE initiatives starting in 2010. The pledge includes \$200,000 of financial and in-kind support of the Financial Literacy Empowerment Center along with a \$100,000 yearly contribution to help fund the initiatives being advanced by the Financial Services Roundtable and Operation Hope.

MARKETING STRATEGIES PLAN

Proposer shall address in this section how it will implement the following program:

An annual budget for advertising of no less than \$15,000 is required to support marketing of SDSUcard and attached contractor financial services. All expenses to this budget must be mutually agreeable by contractor and Business Affairs with funding supplied by contractor. A monthly expense report will be produced by contractor listing all expenses and remaining balances.

A master calendar of campus open-house/orientation and other possible information/marketing events must be produced within ninety days of first award and thirty days of subsequent annual award anniversaries by the contractor. SDSUcard Office personnel will assist in producing this calendar.

U.S. Bank will support the marketing of the relationship both financially and by dedicating the resources of the Campus Banking marketing team. San Diego State University will receive new marketing ideas and opportunities learned from all of our other campuses partners over the years. Our promotional materials and events are constantly changing and will be customized to meet the specific needs of your campus. We have a repository of marketing pieces that have already been created for SDSU and we will continue to evolve the marketing message with the introduction of the *Maxx Card*.

Our strategy is to create a targeted plan that incorporates sales promotion, merchandising and personal selling to create awareness, build business and provide exemplary service to the customer base. U.S. Bank has dedicated Marketing personnel that will create a comprehensive annual marketing plan for San Diego State University. All marketing efforts will be coordinated with guidance and approval from the University.

During the life of the San Diego State University campus banking contract, U.S. Bank will dedicate “soft dollars” (monies spent by us toward the increased performance of the card program and a higher payout percentage.) The minimum annual sum of the “soft dollars” supporting this partnership for a five year contract is **\$25,000**.

Marketing	\$ 15,000
Website Link Development	\$ 1,000
<u>Staffing Support (extra bank staff during peak periods)</u>	<u>\$ 9,000</u>
Total	\$ 25,000

Following are some initial and specific co-marketing actions to support the partnership.

Announcements of Enhanced Partnership

Announcements of the enhanced SDSUcard partnership via your San Diego State University communications protocol (i.e. intranet, newsletter, fliers, payroll inserts, campus radio & television spots, campus newspaper, etc.).

Informational Letter to Parents and Students

U.S. Bank will create spring and fall letters to incoming students and parents explaining the benefits of card usage and banking privileges of our checking accounts for students. These letters can be included with San Diego State University distributed mailings. We will also produce brochures and flyers for inclusion in student communications including, but not limited to, acceptance letters, financial aid letters, orientation letters, housing information, and tuition bills.

Tabling Events

Throughout the year, U.S. Bank will provide staffing at all carding events, including orientation, and will create a festive environment. This includes working with vendors to supply refreshments, promotional giveaways such as flash drives and stadium blankets, laptop sleeves and “green items like Vapur water bottles. U.S. Bank employees will participate in Student Orientations, social events, and other relevant opportunities to advance the opening of new bank accounts.

Customized Brochures

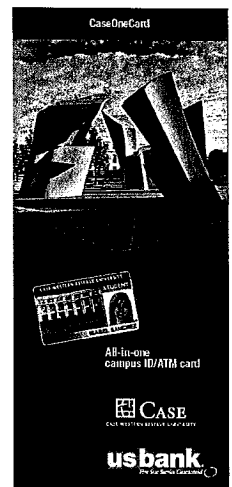
We will create customized SDSUcard brochures and flyers. These brochures will promote all functions on the SDSUcard, not simply the banking function. This provides efficiencies and allows the SDSUcard Office to decrease current marketing expenses.

New ATM Cash Grab

U.S. Bank will hold a “Cash Grab” sweepstakes where students register to win temporary use of a fully-loaded ATM card to win cash out of one of the newly installed ATM machines.

Marketing Materials for the SDSUcard Office

U.S. Bank will provide brochures, flyers, posters, banners, Tyvek card sleeves, table tents and more for the SDSUcard Office to promote the partnership on an on-going basis.



Following are marketing samples currently in use at our partner campuses:

Take it to the Maxx

Introducing...
The Connection Card *Maxx*.

usbank.com/cwa

usbank

Central Washington University

All of us serving you

YOUR ID & ATM Card

All In One!

DON'T WAIT!

Make your ID Card your U.S. Bank ATM Card today!

usbank

There's a Banker in the House.

Your schedule is tight. We can't get to class for you, but we can make banking easy. So we've done it for you and U.S. Bank offers us a great way to help.

Your Banker is in the House with **Weekdays and Thursdays at APNU, UWAC, and UWYU.**

- Ask how your PIN card works at the ATM.
- Open a new checking account.
- Ask questions about your U.S. Bank account.

usbank.com/cwa

usbank

Gets you into class. And buys you a cup of coffee.

All-in-one campus ID/ATM card. We know students need to move from knowledge - you work on either way to access money and facilities around campus. Thank you University of Wisconsin-Stevens Point and U.S. Bank for the Maxx Card - an all-in-one Campus ID and ATM Card. Now there's something to get excited about.

- Free Student Checking
- No credit insurance or maintenance fees
- Free internet Banking, Bill Pay and online statements
- Free fees on U.S. Bank ATM transactions per month
- Unlimited free ATM transactions at over 6,000+ ATM's
- Free hot box of snacks!

usbank.com/cwa

usbank

Want another perk at work?

U.S. Bank offers a lot of great perks for you. At U.S. Bank, we're committed to making your life easier. So we've done it for you and U.S. Bank offers us a great way to help.

Put it on your ID card in the U.S. Bank ATM Card.

- No credit insurance or maintenance fees
- Free internet Banking, Bill Pay and online statements
- Free fees on U.S. Bank ATM transactions per month
- Unlimited free ATM transactions at over 6,000+ ATM's
- Free hot box of snacks!

usbank.com/cwa

usbank

Financial Assistance/Residual Disbursements

can soon be directly deposited into your account.

usbank.com/nku
www.nku.edu

Direct Deposit available for Fall 2005 Semester

Make your NKU ALL Card the Big Card on Campus. Simply sign up for U.S. Bank Student Checking, activate your ALL Card to become your U.S. Bank ATM Card and complete the Financial Assistance Disbursement on the form available June 1, 2005 through 10/31/05 (www.usbank.com). Now you're ready to deposit your Financial Assistance Disbursements directly into your U.S. Bank Student Checking account.

U.S. Bank Student Checking makes life great with these great perks:

- No minimum balance and no monthly maintenance fee
- Free first local check
- Free U.S. Bank internet Bill Pay
- Free U.S. Bank internet Banking
- Free Free on U.S. Bank ATM transactions per month
- Free U.S. Bank ATM transactions at over 6,000 U.S. Bank ATM's
- Sign - Electronic transfer of Financial Assistance/Residual Disbursements into your U.S. Bank Account.

usbank

U.S. Bank ATM Inside

SDSUCARD DEBIT CARD

Proposer shall address in this section how it will implement the following program:

The University will continue to offer a standard SDSUcard limited to activation for ATM and PIN-based debit or on-campus SDSU Funds transactions at the choice of the student. Because SDSU Funds will be strictly an opt-in program, students, faculty and staff who choose not to participate will in no way be inconvenienced by the addition of this service. Conventional SDSUcard holders will continue to receive their SDSUcard from the University, regardless of SDSU's affiliation with any branded financial institution.

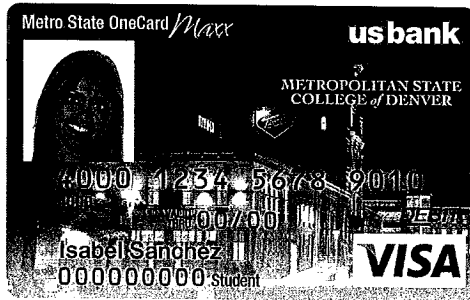
The intended features will include:

- True all-in-one ID card and check card
- Can be used anywhere Visa, MasterCard or Discover debit cards are accepted
- Instantly issued through the campus branch
- Immediately active for use
- Students may earn cash rewards for purchases made at select merchants
- Protected by a Zero Liability Loss Policy
- Incorporated on a secondary magnetic stripe to reduce PCI risks to SDSU

While the University is not currently expecting the deployment of an SDSUcard with debit capability, the Proposer may also submit an optional program in support of an enhanced SDSUcard incorporating a standard Visa, Master Card or Discover with this capability. For the purposes of this document this card will be referred to as "SDSUcard Enhanced or (SDSUE)". SDSUE would utilize a second magnetic strip incorporating a standard ABA Track II with the required branded ISO prefix format. This new card is consistent with the "one card" concept with the capability to support a wide range of service options to the student, both on and off campus.

SDSUCard *Maxx*

U.S. Bank was excited to launch our first Visa branded campus ID/debit card in April 2007 at the University of Wisconsin-Eau Claire. This new U.S. Bank Visa branded “instant issue” campus ID card is known as the “*Maxx*” Card.



Maxx Card



Standard ATM/PIN-Based Card

The enhanced version of your SDSUCard with U.S. Bank debit card functionality would be known as the “SDSUCard *Maxx*” (See standard card design above). Statistically at San Diego State, 95% of our student customers carry a Visa Debit card (in addition to their SDSUCard). This new product has been developed in response to the desire of colleges and universities and their students to have a true one card that does everything for a student on and off campus. The *Maxx* Card has many advantages including:

- True all-in-one ID card and Bank card
- Can be used anywhere Visa debit cards are accepted
- Instantly issued through the on-campus branch
- Immediately active for use
- Protected by Visa’s Zero Liability Policy
- May increase penetration rates due to increased popularity
- The use of a secondary stripe reduces PCI risk to school

Along with the SDSUCard *Maxx*, the University will continue to offer a standard SDSUCard that can be activated for ATM and PIN-based debit transactions. The activation of the standard SDSUCard in the U.S. Bank system is as simple as setting up a new ATM or debit card on our retail banking platform. The 16-digit ISO number is collected off the SDSUCard when the student is applying for a checking account. That information is entered into the U.S. Bank computer system and the SDSUCard is immediately active as an ATM and PIN-Based Debit Card. The cards are active on the University system as soon as they are printed in the SDSUCard Office. Students are able to access University functions immediately.

To obtain an instantly issued SDSUCard *Maxx*, the student would open their U.S. Bank account at a U.S. Bank branch either prior to visiting the SDSUCard Office or at the on-campus branch at the time they are requesting the card. The student then visits the SDSUCard Office, where card office personnel will take the student’s photo and print it and their student ID number onto the special Visa branded card stock, which will be housed in the locked hopper of a University-owned printer that is located in the on-campus branch. The student will then visit the adjacent U.S. Bank branch to complete the issuance of their card.

In the on-campus branch, the student will verify their U.S. Bank checking account information with the branch personnel or will open a new account. Information will be entered by the banker into a secure

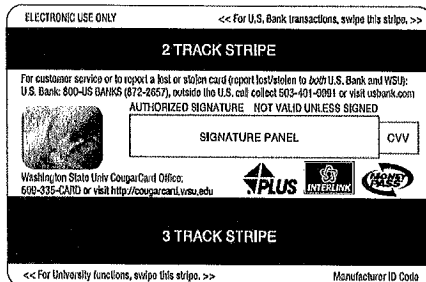
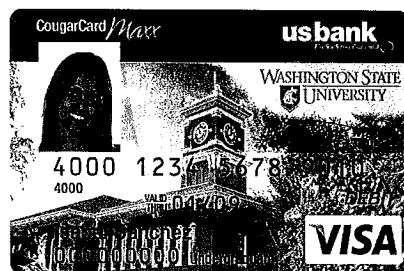
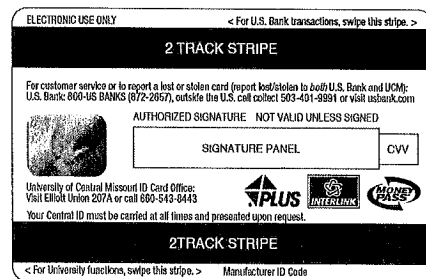
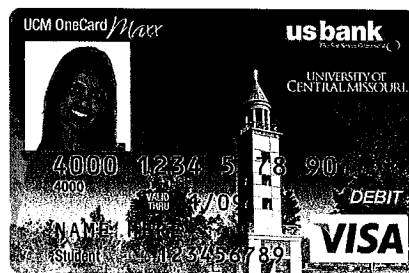
terminal and then the card will be placed into a second printer (Fargo FCP2020 provided by U.S. Bank). This printer will validate the card, communicate with U.S. Bank's card management system, print and encode the 16-digit VISA debit card number and student's name onto the card, and finally finish with a clear overlay for durability. It is a very simple process, taking no more than 2 minutes. The student leaves the U.S. Bank branch on campus with a fully functional SDSUcard and U.S. Bank Visa check card, all in one.

Because this is an opt-in program, students, staff and faculty who choose not to participate will not be inconvenienced in any way by the addition of a campus banking partner. These cardholders will continue to receive their SDSUcard from the University, regardless of their affiliation with U.S. Bank.

Card Design

U.S. Bank will provide support to San Diego State University for card design. The *Maxx* Card design will incorporate University images and logos and will also follow the specific Visa approved design which includes:

1. U.S. Bank logo on the front of the card
2. Visa logo on the front of the card
3. Visa hologram and signature panel on the back of the card
4. Network logos vary by region but will include PLUS, Interlink and MoneyPass at a minimum and must be displayed on the back of the card.
5. The University has the option of a single magnetic stripe, 2 magnetic stripes (both with 2 tracks) or 2 magnetic stripes (one with 2 tracks and one with 3 tracks). If two magnetic stripes are chosen, the University magnetic stripe would a different color (subject to color availability) to designate it as the SDSU stripe in keeping with the University colors.
6. U.S. Bank was also one of the first banks to be approved by Visa to use unembossed plastics. The 16-digit card number will be flat printed on the front of the card, eliminating any potential card reader issues due to embossing. Please see samples below:



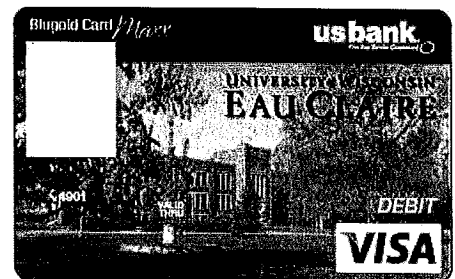
The U.S. Bank campus card program was designed to be easy to integrate and to have little to no interference in the current campus operating system. In order to accomplish that, U.S. Bank was the first institution in the

country to be approved by Visa to offer a dual-magnetic stripe option on a Visa campus debit card, a unique solution that allows your card to function as a bank debit card while maintaining the integrity of your existing magnetic stripe encoding. With the introduction of a second magnetic stripe on your card, you will be able to encode the bottom magnetic stripe just as you are encoding your current magnetic stripe today.

The new magnetic stripe will be used for campus functions and can be either two or three tracks, depending on the school's needs. This stripe will be a color other than black to designate it as the San Diego State University stripe in keeping with the school colors (*subject to color availability*). The top two-track magnetic stripe will be reserved for the Visa debit functionality and will be programmed by the printer provided by U.S. Bank. Students will be instructed to swipe the bottom magnetic stripe to access campus services and the top magnetic stripe for Visa debit card purchases. The separation of the bank and the school information also reduces the school's responsibility for PCI compliance.

Card Fabrication

U.S. Bank will fabricate the *Maxx* Card stock at a Visa approved facility and will ship those cards to the campus as the stock is depleted at no cost to San Diego State University. We will also provide the Fargo FCP2020 machine, customized software, and all development that will assist the University in instantly issuing Visa branded debit cards on campus. The card stock will arrive on campus with the back of the card fully printed and ready for issuance. The front of the card will arrive (as shown to the right) with a background image, U.S. Bank, San Diego State University and Visa logos, but no card number or name will be printed on the card.



DONATIONS / SUBSEQUENT AGREEMENTS

Proposer shall address in this section how it will implement the following program:

The University Business and Financial Affairs Division is the only entity legally able to negotiate contractual agreements for the University. Contractor will notify Business and Financial Affairs, at least 30 days prior, for approval/permission of any donation or subsequent department level arrangement proposed outside of this contract award for financial services. Additional Contractor or the University department requested agreements must be approved by Business and Financial Affairs or such agreements will be held null and void. Contractor will not make such agreements unless 30 day timeline notification is observed and Business and Financial Affairs approves.

AGREED.

PROPOSED AMENITIES / COMMISSION / REVENUE SHARING

1. What role(s) would your institution wish to play in the SDSUcard Program?

U.S. Bank wishes to expand our banking partnership with the SDSUcard and continue to serve the campus community. We're proposing our *Maxx* Card solution to give students a true all-in-one ID card and check card. This card is instantly issued through the SDSUcard office and immediately active for use. In addition, U.S. Bank is proposing to move our branch to the new Aztec Student Union in the spring of 2013 to be located right next to SDSUcard and provide students with even more convenience.

Throughout our 8 year partnership, U.S. Bank has always been committed to the involvement required to make this relationship a success. We're offering an updated royalty schedule to decrease your expenses and increase your return through full acceptance of this partnership. U.S. Bank's vast branch network in California and across the country enables us to serve your students at home, on campus, and well beyond graduation.

U.S. Bank approaches Campus Banking programs from the perspective of creating a win-win-win opportunity for the students, the University, and the Bank. Our ultimate objective is to create a partnership with the students' best interests at heart so we can establish life-long relationships with them. Through our financial wellness seminars and customized marketing pieces, your students receive personal assistance to more effectively manage their money.

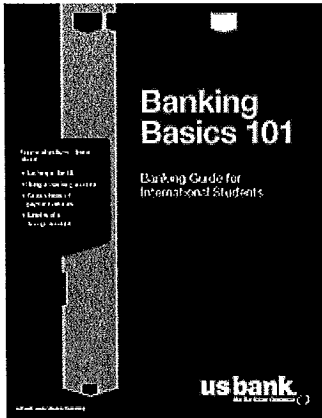
U.S. Bank was a pioneer in offering banking services tied to campus ID cards when we first partnered with Xavier University in 1996. We have continued to dedicate resources and personnel to further enhance our campus offerings and today we lead the industry with more campus card partners than any other financial institution. U.S. Bank is working to be "The Best Bank in America on Campus." This highly subjective measurement will only be achieved if we first provide unparalleled commitment and service to our campus customers. We have always defined our partnerships with Universities as a business objective, but more importantly as a community responsibility.

2. What level of financial/staffing support would your institution provide initially and ongoing in accordance with the following:

- a) **Costs of re-carding students/employees who possess existing SDSUcards to include the ISO number on the magnetic strip, financial network icons and bank name. Cost of annual card stock and/or financial support for on-going carding of students and employees.**
- b) **Financial support for on-going carding of new students and employees.**

See question 6 below for complete details on financial support.

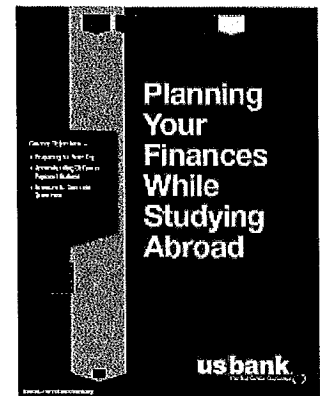
3. Describe services to be offered to international students (exchange rates, special sign-ups, travelers checks, international wire services, etc.) Can transactions be conducted globally?



Your 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 your students the unique combination of local banking, as well as the ability to conduct transactions globally. U.S. Bank has the ability to offer global foreign currency exchange, traveler's card purchases, and international wire transfer services. Through Internet banking, students can even 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 your international students. We have a financial education packet to help your international students understand the American banking system. We typically work through these packets during the orientation sessions.

With growing interest in study abroad programs, Universities and their traveling students have expanded banking needs. Universities may be challenged to find the most convenient way to get financial aid refunds and study abroad allowances into the hands of their students while they are overseas. Students may find it difficult to fund their account while overseas, convert dollars into foreign currency, and avoid excessive ATM fees. U.S. Bank has created a study abroad seminar to address these needs.



U.S. Bank will conduct a Study Abroad Seminar for these students where we can open accounts, explain how to fund the account while overseas, discuss conversion rates, create a budget, discuss the pros and cons of using ATM cards, debit cards, and/or credit cards, and demonstrate how Internet Banking can help students manage their money. In addition, U.S. Bank works directly with SDSU to set up direct deposit of financial aid and other refunds for students studying abroad.

4. Describe benefits or preferred banking services that will be made available to students and employees.

Student Checking Accounts

U.S. Bank is a leader in providing banking products and services and we strive to bring the best consumer banking products to students. As a result, we offer competitive checking accounts with great student benefits:

- No minimum balance requirement
- No monthly maintenance fee
- Banking attached to the SDSUcard
- Initial order of customized SDSU checks FREE
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited check writing with no per check fees
- FREE Internet Banking with the ability to view cancelled checks online

- FREE Internet Bill Pay for the life of the account
- FREE Mobile Banking
- FREE Online Statements
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Unlimited FREE signature (non-PIN) debit transactions
- FREE Account Alerts via email or text message
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail
- Transact business at over 1 million PLUS® ATMs globally
- Accepts direct deposit of payroll, refunds and other disbursements
- FDIC Insured

U.S. Bank Package Money Market Savings

Students also have access to a Money Market Savings account, a perfect combination for a student whose financial journey is just beginning. Students can achieve their goals easier with this savings account's highly-competitive rates, low opening minimum opening deposit, no minimum daily balance and no monthly maintenance fees.

S.T.A.R.T. Savings Program – Savings Today And Rewards Tomorrow™

Another way we help students save is through our unique S.T.A.R.T. Savings Program. S.T.A.R.T. makes it simple for our customers to “start” a savings plan that’s right for them, stay on track to meet individual savings goals and earn rewards along the way.

To get started, all a customer need to do is set up recurring transfers from their U.S. Bank Package Checking account into their U.S. Bank Package Money Market Savings account. They can save a little every week, with every paycheck, or with every credit or check card purchase. And without even thinking, they can save \$1,000!

When that \$1,000 threshold is achieved, the customer will earn a \$50 U.S. Bank Rewards Visa Card. Keep a balance of \$1,000 or more for a year and earn another \$50 Rewards Card! Check out usbank.com/start to learn more.

Faculty & Staff Accounts

In addition to offering special benefits for students, U.S. Bank understands that the faculty and staff members of the San Diego State University have expanded banking needs. We are proud to offer the following Workplace benefits along with any of our U.S. Bank Checking or Package accounts:

- Banking attached to the SDSUcard
- Initial order of customized SDSU checks FREE
- Continuous 50% discount on any size safe deposit box
- No service charge for U.S. currency Travelers’ Cheques
- FREE personal financial consultation
- 25% off home loan origination fees with AutoPay
- Savings on Certain U.S. Bank Loans and Credit Lines
- Money Market Account with no minimum balance and no monthly maintenance fee

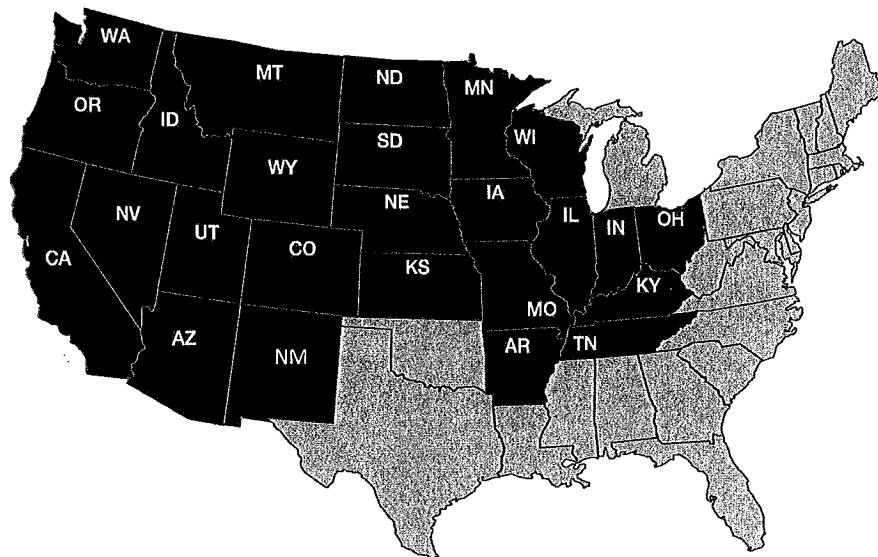
U.S. Bank has presented the most common checking accounts features and benefits to serve the needs of your students, faculty and staff. We have a comprehensive line of banking products that are available to the SDSU community, and any of our checking accounts can be attached to the SDSUcard. Please visit www.usbank.com for specific details.

5. Describe other unique or creative services your organization will provide as enhancements to the SDSUcard program, initially or in the future.

Branch Banking

One of the greatest benefits to banking with U.S. Bank is the vast number of branches available to serve our customers across the United States. U.S. Bank operates branches in 25 states and has a nationwide ATM network, including 561 branches and 902 ATMs throughout California.

All of our 3,082 branch locations 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 in San Diego. Additionally, we operate 5,238 U.S. Bank branded ATMs placed throughout our footprint, allowing our customers to access their accounts while traveling or during breaks from school. Following is a representation of U.S. Bank branch distribution across the country.



U.S. Bank Internet Banking

U.S. Bank Internet Banking makes it easy for customers to obtain all the information they need regarding their U.S. Bank accounts. When they log on to U.S. Bank Internet Banking, they can easily make transactions between accounts. Since this is a web-based application, parents can also have access to review and maintain account activity, based upon the use of login identification. With U.S. Bank Internet Banking, customers are just a "click" away from taking care of business in any of these account areas:

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 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” (EBills is great for students who may have a permanent and a campus address and are concerned about missing a bill in the mail and therefore, missing the payment due date.)

Account Alerts

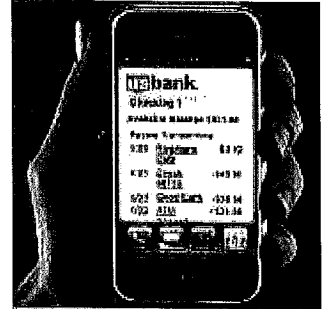
Account Alerts notify you via e-mail or text message of important activity on your account. Account alerts give you more control of your account, added convenience, and peace of mind that you know what is happening with your account at all times. For students who may be new to banking, alerts are a great tool to help them manage their finances. 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

Mobile Banking

U.S. Bank is constantly striving to find new ways to make our customers lives more convenient. We are pleased to offer the following Mobile Banking options to all Internet Banking customers:

- **Mobile Wallet Downloadable App**
Easily download the application to your Web-enabled mobile device and enroll via U.S. Bank Internet Banking or directly from your cell phone
- **Mobile Web - m.usbank.com**
Simply type "m.usbank.com" into the browser of your Web-enabled mobile device and start banking right away.



Teens, college students, recent graduates and frequent business travelers place significant value on the convenience and overall customer experience provided by mobile devices. The U.S. Bank Mobile Banking options make it easy for customers to navigate through core banking functions. Specifically, our customers with most major mobile phone carriers with access to the internet will be able to:

- Check Balances
- Obtain Transaction History
- Pay Bills
- Pay Individuals
- Transfer Money
- Locate a Branch or ATM
- View Rewards and Offers

Customized SDSU Website and On-line Applications

U.S. Bank will continue to offer a customized website www.usbank.com/sdsu that provides information on account offerings, as well as educational tools, for members of the SDSU community. Through our FastApp process, it's also possible for students, faculty, and staff to open many of our products online, including checking accounts. In most cases, the user-friendly FastApp process takes about 10 minutes from start to finish.

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 SDSU community.

6. List all possible annual royalties to be paid to the University based on the percentage of total university student population participating as Contractor's customers. List amount of signing or renewal bonus to be presented upon award or renewal of contract.

U.S. Bank is proud to serve the campus community at San Diego State University. We believe the *Maxx Card* will be an excellent enhancement for SDSUcard holders. Since we're actively searching for more relationships with colleges and universities, our goal is to increase the value proposition to each campus partner. Therefore, we're excited to increase our guaranteed royalty to **\$75,000** to start our new agreement. We've also increased the top two tiers to \$250,000 and \$400,000. U.S. Bank is committed to the involvement required to make our program a success and we look forward to extending our partnership with SDSU.

Should U.S. Bank execute a new five year agreement with San Diego State University, the financial commitment will be as follows:

1. Years 2 through completion, U.S. Bank will pay San Diego State University a royalty per active account based on % participation in the program, payable within 60 days of the anniversary of the contract signing. 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. This is how we have traditionally calculated the payment for SDSU and want to continue this method.

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

CAMPUS CARD ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 35.9%	\$75,000 lump sum payment	0 - 11,879 accounts
36 - 45.9%	\$100,000 lump sum payment	11,880 - 15,179 accounts
46 - 55.9%	\$135,000 lump sum payment	15,180 - 18,479 accounts
56 - 65.9%	\$250,000 lump sum payment	18,480 - 21,779 accounts
66 +	\$400,000 lump sum payment	21,780 + accounts

The penetration percentages above will be determined by dividing the number of active checking accounts by the universe of potential prospects (enrollment numbers). We will continue to base our royalty schedule on 33,000 students. As of June 30, 2011, there are 6,778 active checking accounts which will be included in the numerator of our penetration calculation in the future for as long as they are active with U.S. Bank.

With our unique penetration calculation method, we offer you the greatest ability to see higher returns throughout the life of the contract. While we only use the total number of students for the denominator in our penetration calculation, any faculty or 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.

- 2. U.S. Bank will pay for all *Maxx* Card stock throughout the life of the contract. We estimate this will provide at least \$5,000 in annual cost savings to San Diego State University.
- 3. During the life of the campus banking contract, U.S. Bank will dedicate “soft dollars” (monies spent by U.S. Bank on behalf of the partnership). These dollars total **\$25,000**.

Marketing	\$	15,000
Website Link Development	\$	1,000
Staffing Support (extra bank staff during peak periods)	\$	9,000
Total	\$	25,000

U.S. Bank is prepared to execute an agreement with San Diego State University for five (5) years. Our financial commitment assumes that U.S. Bank will continue to be granted exclusive access to promotional events associated with the SDSUcard for both students and employees. This includes access to all student and employee orientation events, major carding events and other relevant promotional opportunities around campus.

- 4. U.S. Bank will cover all hardware, software, maintenance agreements and development expenses to operate the *Maxx* Card system. The University would be responsible for providing a dedicated ID card printer to U.S. Bank that would work in conjunction with the instant-issue Visa debit card printer. The total investment to implement and maintain the *Maxx* Card system is **\$82,500** over 5 years.

San Diego State University
REVENUE SUMMARY - 5 YEARS
 Projected Penetration with Card Program

		Annual Royalty	Term Royalty 5 Years
Average Royalty Payment ⁽¹⁾		\$87,500	\$350,000
	Accounts		
Projected Year 2	8,580	\$75,000	\$75,000
Projected Year 3	10,560	\$75,000	\$75,000
Projected Year 4	12,540	\$100,000	\$100,000
Projected Year 5	14,190	\$100,000	\$100,000
Total			\$350,000

		Annual Commitment	Term Commitment 5 Years
Marketing		\$15,000	\$75,000
Custom Website		\$1,000	\$5,000
Extra Staffing (during peak periods)		\$9,000	\$45,000
Maxx Card Hardware and Software	One-Time Expense		\$65,000
Maxx Card Maintenance & Supplies		\$3,500	\$17,500
Maxx Card Stock (2)		\$5,000	\$25,000
Total			\$232,500

TOTAL U.S. Bank Expenditure	\$582,500
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(1) Penetration rates are not guaranteed. Royalties are payable within 60 days of the anniversary date of the first card issued.

(2) U.S. Bank will pay for all Maxx cardstock throughout the life of the contract.

We are pleased to provide this non-binding proposal to you in good faith, and within the time frames you have requested. However, our proposal has not been approved by our Board of Directors or an authorized committee thereof (the "Board"), and their approval is required in order for this proposal to be binding on us in any way. In addition, we would require a mutually acceptable, written agreement signed by both parties in order to proceed. If you accept our proposal, we will submit it to our Board, and immediately communicate their decision to you. We anticipate quick approval of this proposal.

7. Define “participating account”, including accounts garnered during off-campus SDSU orientation events, faculty/staff accounts, etc.

U.S. Bank considers a “participating account” to be an active checking account that is attributable to the partnership with SDSU. We have two methods for tracking active checking accounts. The first method tracks all active checking accounts using a segment code assigned to SDSU when the account is opened. The second method tracks all active checking accounts linked to the SDSUcard. This all-inclusive method of tracking will offer SDSU the greatest benefit for calculating royalty payments.

8. Provide detailed account offering information, including such items as transaction volume limits, ATM or debit card daily withdrawal limits, transaction fees, account maintenance fees, fund availability policy and practice.

Account Limits

U.S. Bank checking accounts offer reasonable limits for ATM and Point-of-Sale use. In general, students may use our ATMs up to 25 times per day and withdraw a total of \$500 cash. Students may also make purchases up to a daily total of \$3,000. These limits may be lower during the first 90 days after new account opening. Students may also request an account review to have these limits raised to other reasonable amounts.

Funds Availability

New customers (within 30 days of account opening) are given immediate funds availability for cash, wire transfers and ACH deposits, and the first \$200 of all other deposited items. Some items, like on-us checks, internal transfers and some government-issued items are also given same day availability. The remainder of funds from all other deposited items is available on the fifth business day after the day of the deposit.

Generally, established customers (accounts more than 30 days old) are given same day availability on all deposited items. Availability can be delayed under certain circumstances as provided for under regulation (e.g. check for a large dollar amount); however, should this occur, we will make every effort to notify you at the time of deposit.

Every day is a business day except Saturdays, Sundays, and Federal legal holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

U.S. Bank ATM

If you make a deposit at an ATM before 6:00 p.m. (local time, at the ATM location) on a business day we are open, we will consider that day to your deposit. If you make a deposit at an ATM on or after 6:00 p.m. (local time) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

If a new customer makes a deposit at an ATM identified as ours with the U.S. Bank name, the deposit will generally be available on the first business day after the day of the deposit. Established customers are given same day funds availability.

Other ATMs

If established customers make a deposit at an ATM that is not identified as ours with the U.S. Bank name, the deposit will not be available until the fifth business day after the day of the deposit. New customers cannot make deposits at ATMs we do not own or operate within the first 90 days of the relationship.

This funds availability information applies to our checking and savings accounts. Our Branch Managers have the autonomy to evaluate and make exceptions to these policies on a case-by-case basis.

9. Would the account offerings be different for students than for faculty or staff? If so, provide the detail for each group separately.

Please see question 4 above for details on student and workplace banking.

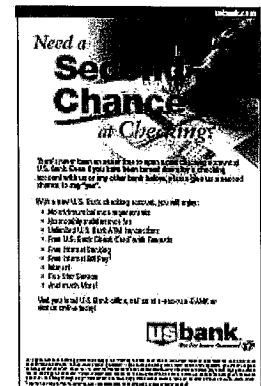
10. Describe any products for alumni and/or affiliate members of the community.

SDSU may be interested in producing a separate SDSUcard exclusively for Alumni members. We can add banking functionality to this card and Alumni can link their card to their U.S. Bank checking account. We can work in conjunction with the SDSU Alumni Association to communicate the partnership. Our communications will promote alumni participation in the U.S. Bank program and encourage alumni to open a U.S. Bank checking account through a number of convenient channels. By presenting the SDSU segment code at the time of account opening, the account will be tagged with that code and calculated in the penetration numbers for the University.

11. Describe the account offering or methods to ameliorate eligibility available for individuals who do not qualify for a checking account.

U.S. Bank uses Chex Systems to verify past banking relationships of individuals opening an account. If there were a previous Chex Systems record that was “mild” in nature, we would open up a checking account for those individuals. We find that the vast majority of students qualify for an account and it is a rare occurrence that we have to turn someone away. If the Chex Systems record is slightly more severe in nature, U.S. Bank would open a standard savings account for those individuals. A savings account can be attached to the SDSUcard, can receive direct deposits and cash can be accessed through an ATM.

U.S. Bank makes an attempt to open accounts for all individuals at our partner campuses. For those individuals who may not qualify for an account with most financial institutions, U.S. Bank offers a checking account with a “second chance.” The only instance where an account will be refused is if an individual has intentionally defrauded a financial institution and still has outstanding monies owed. U.S. Bank is compliant with all of the U.S. Patriot Act and Know Your Customer regulations which require us to identify all customers and obtain signatures to open an account.



12. Will the SDSUcard account privileges continue for the account holder when they leave the University? How long after leaving the University is the banking benefit available?

Upon graduation (or any other reason for leaving the University), a student can maintain his or her checking account and account privileges with U.S. Bank. U.S. Bank is one of the largest financial institutions to operate on a single platform for all branches and ATMs. This means that students who open their account through the San Diego State University relationship will be able to walk into any of our 3,082 branches nationwide and conduct banking transactions just as they do when they are at SDSU.

Students that maintain a U.S. Bank checking account after graduation remain in the numerator of the University’s penetration calculation. With graduates contributing as a “bonus” to the penetration rate long after they have moved on from school, the University continually increases its potential for reaching the highest penetration tiers and greatest royalty payouts.

13. Describe any credit products that will be offered to the University students.

U.S. Bank will not proactively market stand-alone credit products to the San Diego State University community as a whole. Our partnership with SDSUcard focuses on acquiring checking account customers. U.S. Bank offers overdraft protection options during the checking account opening process and in our branch facilities. Two of those options include credit products and are available to protect students from overdrawing their account. These options have very small credit lines and are accompanied by educational materials to help the student manage their credit wisely. If a customer requests credit products from a U.S. Bank employee, it is illegal for us to refuse to offer them those services.

SCHEDULE OF ANNUAL ROYALTY DETERMINATION AND PAYMENT

Proposer shall address in this section how it will implement the following program:

Annual determination of program participation, total accounts, and subsequent royalty amounts will be conducted each year on the last Monday of September. Royalty payments are to be made during the same year, on or before the first week of December. A late charge equal to 2% per month of the Royalty owed to the University shall be levied on all past due payments.

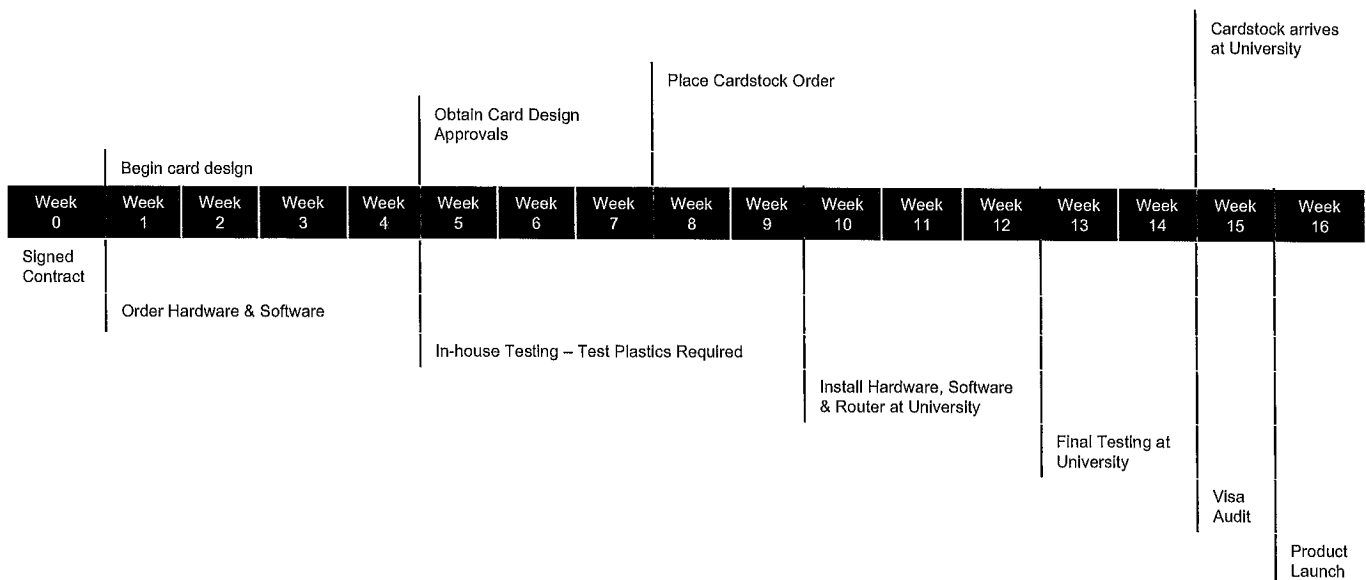
As stated in Exhibit A, Attachment No. 11, Years 2 through completion, U.S. Bank will pay San Diego State University a royalty payable within 60 days of the anniversary of the contract signing. U.S. Bank has calculated the annual royalty using this method for the past 8 years and would like to continue this policy. Due to our reporting and tracking capabilities, we need to calculate payments at the month's end (i.e August 31 or September 30) and can commit to paying the royalty payment before the first week of December as requested.

IMPLEMENTATION PLAN

****Due to the proprietary information contained within this plan, we deem this section to be CONFIDENTIAL.****

U.S. Bank has years of experience implementing campus card programs and has created a detailed project plan for the implementation of the *Maxx* Card. Our project plan makes the implementation process as turn-key as possible for our University partners. Our experience tells us that we need a minimum of 16 weeks from signing the contract to ensure a smooth implementation. With the U.S. Bank branch currently operating in close proximity to the SDSUcard Office, we have the ability to upgrade to the *Maxx* program immediately upon signing the contract. There is no need to wait for the relocation of the bank branch facility in 2013.

Following is a summary of the project timeline for the implementation of the *Maxx* Card program. Many tasks will be happening concurrently.



Following is a detailed project plan for the implementation of the *Maxx* Card program.

Task Description	Key Contact(s)	Expected Duration
Administrative Tasks		
Complete Project Request Form	Caleb Davis	1 week
Complete Visa Affinity/Co-Brand Application	Caleb Davis / Visa	1 week
Risk Management/Corporate Security Approval	Caleb Davis / SDSU / Risk Management	4 weeks
Sign contract with SDSU	Whitney Bright / SDSU / Contract Services	4 weeks
Determine/Assign 9-digit BIN	Jeff McClure	1 week

Task Description	Key Contact(s)	Expected Duration
Schedule Regular Conference Calls	Jason Carpenter / SDSU / Caleb Davis	1 week
Card Encoding		
Provide SDSU with <i>Maxx</i> Card encoding requirements	Jason Carpenter	1 day
Determine final encoding strategy for SDSU data	Jason Carpenter / SDSU / Caleb Davis	4 weeks
Submit Test Plastics	SDSU / Jeff McClure	3 days
Ensure Off-Campus Declining Balance program has been discontinued	Jason Carpenter / SDSU	4 weeks
Card Design		
Front of Card Design	Jason Carpenter / SDSU / Marketing / Visa	8 weeks
Back of Card Design	Jason Carpenter / SDSU / Marketing / Visa	8 weeks
Print & Deliver New <i>Maxx</i> Cardstock	Caleb Davis	7 weeks
Marketing Plan		
Create a Marketing Plan	Jason Carpenter / Marketing	2 weeks
Create a Marketing budget	Jason Carpenter / Marketing / Branch Manager	2 weeks
Internal Announcements to Campus community	Jason Carpenter / SDSU	2 weeks
Develop & Print new <i>Maxx</i> Card Brochure	Jason Carpenter / SDSU / Marketing / Visa	9 weeks
Customize and Print <i>Maxx</i> Card Guide to Benefits	Jason Carpenter / SDSU / Marketing / Visa	6 weeks
Develop & Print <i>Maxx</i> Card Launch Marketing Materials	Jason Carpenter / SDSU / Marketing / Visa	9 weeks
Develop & Print Orientation marketing materials	Jason Carpenter / SDSU / Marketing / Visa	9 weeks
Custom Website created/updated with <i>Maxx</i> Card info	Caleb Davis	2 weeks
External Press Release	Amy Frantti	2 weeks

Task Description	Key Contact(s)	Expected Duration
Branch Tasks		
Schedule Staff for Carding Events	Branch Manager	1 week
Establish Account Opening Procedures	Branch Manager	1 week
Implementation		
Card Office/Branch Security Updates	Jason Carpenter / SDSU	8 weeks
Card Office Equipment Ordered/Installed	SDSU	8 weeks
Network Configuration at SDSU/Branch	Project Manager	2 weeks
Assign usernames & passwords to end users	Jason Carpenter / Caleb Davis	1 week
Prepare Maxx Documentation	Caleb Davis	3 weeks
Hardware/Software installed at SDSU/Branch	Project Manager	2 weeks
Shake-out Network Connectivity	Project Manager	3 days
Training	Jason Carpenter / Caleb Davis / SDSU / Branch	3 weeks
End to End Testing	Jason Carpenter / Caleb Davis	2 days
Visa Audit	Jason Carpenter / RQA / Visa	1 week
Sign-off for production roll-out	Project Manager	1 week
Cardstock delivered to [SDSU]	Jason Carpenter / Caleb Davis	1 week
Maxx Card Launch	Jason Carpenter / SDSU / Branch	2 weeks

END OF PROPRIETARY AND CONFIDENTIAL SECTION.

VALUE ADDED OPTIONS

E-Disbursement Service

U.S. Bank partners with many Universities that offer student financial aid refunds both electronically and via paper checks. For Universities that distribute financial aid refunds electronically, U.S. Bank utilizes the campus card partnership to market to the students the benefits of receiving their refund electronically, as well as the benefit of the U.S. Bank checking account tied into their student ID card. This marketing will inevitably help drive participation in the program increasing revenues and cutting expenses for SDSU.

U.S. Bank has a sophisticated suite of treasury management products that have been used by our customers to disburse funds for years. Many of our current clients have asked for a way to streamline the upfront data collection and disbursement selections from the many recipients of these funds. To answer that call, U.S. Bank has developed E-Disbursement Service, a robust product which provides automated refund disbursement options. This new product utilizes much of the existing infrastructure as our current E-Payment product which has been around for over 6 years and is being utilized by over 170 customers with over 900 different E-Payment Service applications. Some of the main benefits of the new E-Disbursement Service are:

Features	Benefits
Low cost payment options	Use of electronic ACH payment drastically lowers costs vs. a similar payment made with a check.
Flexible refund distribution model	The bank offers customers the ability to allow access to a customized Web site by students for self-service or to send a file directly to the bank with all of the disbursement information without student interaction.
Self-service capabilities	Reduce administrative burdens with fewer lines and/or shorter phone wait-time by allowing students to control their own information and payment method decision.
Email status updates	Customized email updates proactively reduce customer service issues and will make students more satisfied with the higher level of service.
Improved float	Retain benefits of float processing by eliminating the need to transfer funds out of your U.S. Bank account.
Customized Web sites, checks and prepaid cards	The service allows for a consistent experience for students.
Customer service through an administrative Web site	Interactions with students can be made more effective with information made easily accessible to representatives for researching, registering and searching students.
Customized file and reporting options	If customization is required to help automate the customer's process, U.S. Bank's Data Delivery Service can help achieve full integration into the E-Disbursement Service.
Robust reporting	Daily updates of payments made allow organizations stay on top of the refund process and understand where to focus efforts before the need is critical.
Needs-driven role assignment	Ensure that access to the solution meets the company's security and audit policies through customized role assignments.

Title IV compliance	Service complies with 14 day Title IV delivery requirement.
Reduced abandoned property	Escheatment liabilities reduced by tracking outstanding refunds.

Set-up

During set-up, SDSU will be able to:

- Designate a U.S. Bank DDA that they will use as their funding account
- Decide which disbursement methods to offer
- Customize disbursement Web site and methods
- Decide on a transmission method for their registration file
- Decide on a delivery method for their daily reconciliation files

Registration

SDSU will need to register all of their potential students with U.S. Bank prior to processing disbursements. Once registered by the University, students will be able to perform the following tasks at the U.S. Bank hosted Web application:

- Set-up their disbursement preferences and instructions
- Modify their preferences anytime by returning to the Web application
- Apply for a U.S. Bank checking account
- Track the status of pending disbursements
- See the history of past disbursements

Disbursement

E-Disbursement Service offers the University multiple disbursement methods for flexible disbursement processing.

E-Disbursement Service will offer three disbursement methods:

ACH Credit

- By providing a valid routing and account number, students can elect to have their disbursement delivered to a bank account via the ACH network.
- U.S. customers can elect to use a secondary disbursement method, such as a check, if an ACH transaction is returned. E-Disbursement Service will process all return items and Notification of Changes.
- For students who apply for and open a U.S. Bank checking account, this new account can be used for an ACH delivery.

Check

- By providing a delivery address, students can elect to have their disbursement delivered to them in the form of a check. All check information is delivered to U.S. Bank's Positive Pay solution for check management.

Prepaid Cards

- By providing a delivery address, students can elect to have their disbursements delivered to them on a Visa-branded prepaid value card.

All disbursements received by a pre-determined cutoff are processed overnight and delivered by the following times:

Disbursement Method	Settlement Process	Delivered to Recipient by...
ACH	Funds need to be in the funding account when ACH settles	U.S. Bank DDA – Next day All other DDAs – 2-3 business days
Check	Funds need to be in the funding account when checks settle	7-10 business days
Prepaid Card	Funds removed from the funding account immediately and transferred to a USB DDA for delivery to FIS	5-7 business days for initial deposit (Next Day for subsequent deposits)

E-Disbursement Service provides U.S. Bank customers the opportunity to send out email confirmations, if one is provided.

Notification

U.S. Bank will provide the following notification tools:

- Reconciliation File – Daily recap of all successful and returned disbursements processed
- Unclaimed Disbursements File – Daily file that will identify the following:
 - Students who have not registered with the service
 - Students who have registered with the service but have not communicated disbursement instructions
 - Students who have disbursements attempted but undeliverable
- Administrative Application – Online Web application that will allow the University to perform the following tasks:
 - Create dynamic disbursement detail and summary reports
 - Download daily reconciliation file
 - Research students and disbursement history

APPENDIX

Consumer Pricing Information

Consumer Pricing Information

Package Checking Options*

	Platinum Checking	Gold Checking	Silver Checking
Minimum Opening Deposit	\$50	\$50	\$50
Monthly Maintenance Fee	<ul style="list-style-type: none"> \$17.95 with online statements¹, OR \$19.95 with paper statements¹ 	<ul style="list-style-type: none"> \$10.95 with online statements¹, OR \$12.95 with paper statements¹ 	<ul style="list-style-type: none"> \$6.95 with online statements¹, OR \$8.95 with paper statements¹
Requirement to Waive Monthly Maintenance Fee	No Monthly Maintenance fee with complete package and one of the following: <ul style="list-style-type: none"> \$25,000 in combined personal deposit, investment and/or credit balances² OR Relationship with U.S. Bank Trust Services 	No Monthly Maintenance fee with complete package and one of the following: <ul style="list-style-type: none"> Auto-pay to a U.S. Bank personal loan, line or credit card,³ OR Auto-invest monthly to a U.S. Bancorp Investment account, OR Combined monthly direct deposit totaling \$500+⁴, OR Average account balance⁵ of \$2,500 	No Monthly Maintenance fee with complete package and one of the following: <ul style="list-style-type: none"> \$25+ monthly auto-transfer to a Package Money Market Savings, OR Combined monthly direct deposit totaling \$500+⁴, OR Average account balance⁵ of \$1,500
Interest Tiers	\$0 - \$2,499 \$2,500 - \$9,999 \$10,000 and above ⁶	None	None
ATM Transactions	Free for all ATMs ⁴	<ul style="list-style-type: none"> Free at U.S. Bank ATMs Two free non-U.S. Bank ATM transactions⁴ in a statement period (Non-U.S. Bank ATM fees apply after two) 	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ⁴ apply)

For a complete list of checking account features and benefits refer to the U.S. Bank Personal Banking Solutions brochure.

Effective May 15, 2011

All of us serving you®



* A Package Checking account and Package Money Market Savings and/or a U.S. Bank Credit Card must be opened with the same account holder names on each account to be eligible for a Personal Banking Package and its benefits. To continue eligibility for the Package benefits, the qualifying accounts must remain open, active and in good standing. Qualifying accounts include the Package Checking account opened with either a Package Money Market Savings or a U.S. Bank Credit Card. If the savings or credit card is closed or transferred to a different non-qualifying product, the Package Checking account will be converted to an Easy Checking account. If the Package Checking account is closed or transferred to a different non-qualifying product, the Package Money Market Savings will be converted to a Standard Savings account.

¹ Additional fees apply for Statements with Check Images and Statements with Check Return; refer to reverse side for pricing information.

² Combined deposit balances include the average monthly collected balances for personal checking, savings, money market, CDs, IRAs and HSAs. Outstanding credit balances include personal purpose loans (some indirect not included), U.S. Bank Home Equity Loans, Home Equity Line of Credit, Premier Line, U.S. Bank Home Mortgage and U.S. Bank Credit Cards. U.S. Bancorp Investments, Inc., balances include the aggregate minimum daily balance of all investment types held through the statement period.

³ Variable rate account, interest rates are determined at the bank's discretion and can change at any time. See the Current Deposit Rates for disclosures on rates, compounding and crediting, and other balance information.

⁴ An additional surcharge fee will be applied by the ATM owner, unless they are participating in the MoneyPass® network.

⁵ Automatic payment monthly from the Gold Checking to a personal loan, line of credit or credit card. Does not include student loans and some indirect loans.

⁶ Average account balance for Gold or Silver Checking is determined by adding the balance at the end of each calendar day during the statement period, up until and not including the last two business days of the statement period, and dividing that sum by the number of days used. Business days are Monday through Friday, federal holidays are not included.

Investment products and services available through U.S. Bancorp Investments, Inc., member FINRA and SIPC, a wholly owned brokerage subsidiary of U.S. Bancorp and an affiliate of U.S. Bank. NOT FDIC INSURED. NO BANK GUARANTEE. MAY LOSE VALUE. U.S. Bank is not responsible for and does not guarantee the products, services or performance of its affiliates. Deposit Products Offered by U.S. Bank Member FDIC

Consumer Pricing Information

Checking Options

	Premium Checking	Easy Checking	Student Checking	Electronic Transfer Account (ETA) ⁹	Health Savings Account (HSA)
Minimum Opening Deposit	\$50	\$50	\$25	\$0	\$0
Monthly Maintenance Fee	<ul style="list-style-type: none"> • \$10.95 with online statements¹, OR • \$12.95 with paper statements¹ 	<ul style="list-style-type: none"> • \$6.95 with online statements¹, OR • \$8.95 with paper statements¹ 	\$0	Requires direct deposit of federal benefit or federal payroll payment.	\$2.50
Requirement to Waive Monthly Maintenance Fee	No Monthly Maintenance fee with average account balance ⁷ of \$5,000 OR Account holder(s) age 65 or greater.	No Monthly Maintenance fee with average account balance ⁷ of \$1,500 OR combined monthly direct deposit totaling \$500+	No Monthly Maintenance fee for full time students ⁸	None	\$2,500 average account balance ⁷
Interest Tiers	\$0 - \$999 \$1,000 - \$9,999 \$10,000 - \$49,999 \$50,000 - \$99,999 \$100,000 and above ⁶	None	None	None	\$0 - \$999 \$1,000 - \$1,999 \$2,000 - \$4,999 \$5,000 - \$9,999 \$10,000 - \$24,999 \$25,000 - \$49,999 \$50,000 and above
ATM Transactions	Free for all ATMs ⁴	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ⁴ apply)	• Free at U.S. Bank ATMs • Four free non-U.S. Bank ATM transactions ⁵ in a statement period (Non-U.S. Bank ATM fees apply after four)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ⁴ apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ⁴ apply)

For a complete list of checking account features and benefits refer to the U. S. Bank Personal Banking Solutions brochure.

¹ Additional fees apply for Statements with Check Images and Statements with Check Return; refer to reverse side for pricing information.

² Combined deposit balances include the average monthly collected balances for personal checking, savings, money market, CDs, IRAs and HSAs. Outstanding credit balances include personal purpose loans (some indirect not included), U.S. Bank Home Equity Loans, Home Equity Line of Credit, Premier Line, U.S. Bank Home Mortgage and U.S. Bank Credit Cards. U.S. Bancorp Investments, Inc., balances include the aggregate minimum daily balance of all investment types held through the statement period.

³ Variable rate account, interest rates are determined at the bank's discretion and can change at any time. See the Current Deposit Rates for disclosures on rates, compounding and crediting, and other balance information.

⁴ An additional surcharge fee will be applied by the ATM owner, unless they are participating in the MoneyPass[®] network.

⁵ Automatic payment monthly from the Gold Checking to a personal loan, line of credit or credit card. Does not include student loans and some indirect loans.

⁶ Average account balance for Gold or Silver Checking is determined by adding the balance at the end of each calendar day during the statement period, up until and not including the last two business days of the statement period, and dividing that sum by the number of days used. Business days are Monday through Friday; federal holidays are not included.

⁷ Average account balance for Premium, Easy Checking and Health Savings Account is calculated by adding the balance at the end of each calendar day in the statement period and dividing that sum by the total number of calendar days within the statement period.

⁸ Full time student enrolled in high school, trade school or university. If the account has been opened over 5 years, the account owner must be under age 25 or the account will be converted to an Easy Checking account.

⁹ Requires a direct deposit of federal benefit or federal payroll; other state and county direct deposits are accepted in addition to federal direct deposits. ATM Card only, no checks issued and no third party transactions accepted. Refer to ETA Sales Sheet for additional benefits and features.

Investment products and services available through U.S. Bancorp Investments, Inc., member FINRA and SIPC, a wholly owned brokerage subsidiary of U.S. Bancorp and an affiliate of U.S. Bank. NOT FDIC INSURED. NO BANK GUARANTEE. MAY LOSE VALUE. U.S. Bank is not responsible for and does not guarantee the products, services or performance of its affiliates.

Deposit Products Offered by U.S. Bank Member FDIC

Consumer Pricing Information

Savings & Money Market Account Options*

	Package Money Market Savings	Elite Money Market	Money Market	Standard Savings	Goal Savings	Star Savers Club ⁶
Minimum Opening Deposit	\$25	\$100	\$100	\$25	\$0, with a minimum \$25 automatic monthly transfer from a U.S. Bank checking account, per statement cycle ⁵	\$25
Monthly Maintenance Fee	\$0	\$10	\$10	\$4	\$0	\$0
Requirement to Waive Monthly Maintenance Fee	None	\$10,000 minimum daily ledger balance ³	\$1,000 minimum daily ledger balance ³ or \$2,500 average monthly collected balance ⁴	\$300 minimum daily ledger balance ³ or \$1,000 average monthly collected balance ⁴	None	None
Interest Tiers ¹	\$0 - \$1,499 \$1,500 - \$9,999 \$10,000 - \$49,999 \$50,000 - \$99,999 \$100,000 - \$499,999 \$500,000 and above	\$0 - \$9,999 \$10,000 - \$24,999 \$25,000 - \$49,999 \$50,000 - \$99,999 \$100,000 - \$499,999 \$500,000 and above	\$0 - \$999 \$1,000 - \$9,999 \$10,000 - \$24,999 \$25,000 and above	Single Tier	\$0 - \$999 \$1,000 - \$9,999 \$10,000 - \$24,999 \$25,000 and above	\$0 - \$499 \$500 - \$999 \$1,000 - \$4,999 \$5,000 - \$9,999 \$10,000 and above
ATM Transactions	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)	Free at U.S. Bank ATMs (Non-U.S. Bank ATM fees ² apply)

*Federal Regulations Governing Savings and Money Market Transaction Limitations. Preauthorized withdrawals (transfers by telephone, wire or PC, overdraft protection, automatic payments) and transfers or withdrawals by check, debit card or similar order payable to third parties are limited to a combined total of six per account cycle as prescribed by federal regulations governing savings and money market accounts. Transactions which exceed federal regulations will be charged \$15 per transaction. If account limitations are continuously exceeded, this savings account will be closed and converted to an Easy Checking account as required by federal regulations. Savings and Money Market accounts are also subject to the Misc. and Other Fees; see reverse for additional details.

1 Variable rate account, interest rates are determined at the bank's discretion and can change at any time. See the Current Deposit Rates for disclosures on rates, compounding and crediting, and other balance information.

2 An additional surcharge fee will be applied by the ATM owner, unless they are participating in the MoneyPass[®] network.

3 The daily ledger balance is the balance at the end of each business day, equal to the beginning balance for that day plus the current business day credits, minus the current business day debits. Business days are Monday through Friday; federal holidays are not included.

4 The average monthly collected balance is calculated by adding the principal in the account for each calendar day in the statement period and dividing that figure by the total number of calendar days in the statement period.

5 Must have U.S. Bank checking account to qualify.

6 Account will be converted to Standard Savings when minor reaches 18 years of age.

Consumer Pricing Information

Miscellaneous Checking, Savings or Money Market Fees

Account Closing	
Early Account Closure (within 180 days of account opening)	\$25.00
HSA External Transfer/Closing Fee	\$30.00
Negative Balance Closing Fee	\$30.00
ATM Fees	
U.S. Bank ATM Transaction Copy of Mini Statement at ATM Copy of Full Statement at ATM	no charge \$1.00 \$1.50
Non-U.S. Bank ATM Transaction¹ (including withdrawals, balance inquiries, denied transactions, funds transfers, and deposits)	\$2.50
Express Delivery Fee (for new or replacement card)	\$25.00
Check Card Fees	
Check Card Cash Advance Fee ²	\$2.00
Replacement Card Fee ³	\$5.00
Express Delivery Fee (for new or replacement card)	\$25.00
Foreign Transaction Fee - U.S. Dollars	2% of transaction
Foreign Transaction Fee - Intl Currency	3% of transaction
PIN Purchase Fee ⁴ (Colorado and Wyoming based accounts only)	\$0.25

Check Collection (incoming/outgoing)	\$30.00 + direct cost
Counter Checks	\$2.00 per check
DepositPoint™⁵ (Mobile Remote Deposit Capture)	\$.50 per deposited item
Dormant Account (per month)	\$5.00
Excessive Deposited Items Fee (for checks deposited in excess of 50 per statement cycle)	\$0.25 per check
Missing Identification Number/TIN Number Restrallint Fee (60 days after opening) Close Fee (75 days after opening)	\$20.00 \$30.00
Overdraft Item Paid⁶ Item Amount \$20.00 or less \$20.01 or greater	\$10.00 per item \$33.00 per item

Miscellaneous Checking, Savings or Money Market Fees (cont'd)

Overdraft Item Returned (NSF)⁶ Item Amount \$20.00 or less \$20.01 or greater	\$10.00 per item \$33.00 per item
Extended Overdraft Fee (Charged beginning on the 8th calendar day and each week thereafter if the available account balance remains below zero.)	\$25 per week
Overdraft Protection Transfer Fee⁷ For Gold Package Checking For Platinum Package Checking	\$10.00 \$5.00 waived
Photocopy Requests Copy of Check, or other items Copy of Statement	\$2.00 per item \$6.00 per statement
Returned Deposited Items or Cashed Check	\$19.00
Statement Fees	
Returned Statement (For the second or subsequent months statements are returned undeliverable to us. No charge for Private Client Group customers.)	\$5.00
Statements with Check Images⁸	\$2.00
Statements with Check Return⁸	\$6.00

Other Service Fees

Account Balancing and Research 1 hour minimum	\$30.00/hour
Cashier's Check	\$7.00
IRA Annual Fee for Plan Balances Below \$25,000 (Education IRA Plan Balances Below \$5,000)	\$30.00
IRA External Transfer/Closing Fee per IRA Plan	\$30.00
Legal Charges Garnishments Tax Levy & Child Support Iowa Department of Revenue	\$100.00 \$75.00 \$25.00
Personal Money Order	\$5.00

Other Service Fees (cont'd)

Safe Deposit Box Fees Late Payment (per month) Lock Drilling Invoice Fee	\$10.00 \$150.00 \$10.00
Stop Payment 6-month duration 12-month duration 24-month duration	\$30.00 \$40.00 \$50.00
Traveler's Cheques (single-signer) ⁹ Cheques For Two⁹	2% of purchase 2.5% of purchase \$2.50 each
Gift Cheques	
Wire Transfer Incoming (domestic) Incoming (international) Outgoing (domestic) Outgoing (international) Tracer (domestic) Tracer (international)	\$20.00 \$25.00 \$30.00 \$50.00 \$15.00 \$25.00

Foreign Checks/Currency Fees

Checks Deposited in Foreign Currency on Foreign Banks Checks on Canadian Banks Checks on Select Countries/Banks*	\$0.25 \$1.00
Checks over \$10,000 USD equivalent or by arrangement	Collection Basis
Checks on all other Countries/Banks	Collection Basis
Returned Check Fee ¹⁰	\$25.00
Return rate subject to sell rates in effect on return date. *Contact International Banking at 612-303-7400 for more information.	
Checks Deposited in U.S. Dollars on Foreign Banks Checks on Canadian Banks Checks on Select Countries/Banks*	\$0.25 \$50.00
Checks over \$10,000 or by arrangement** Checks on all other Countries/Banks**	Collection Basis Collection Basis
**Check subject to review by International Banking. Returned Check Fee ¹⁰	\$25.00
*Contact International Banking at 612-303-7400 for more information.	

Consumer Pricing Information

Foreign Checks/Currency Fees (cont'd)

Foreign Check Collection ¹⁰ (incoming/outgoing)	\$45.00
Courier Fee (per check)	\$40.00
Initiation Fee (per check)	\$25.00
Returned Check Fee ¹⁰	\$25.00
Tracer Fee	
Fee collected on all checks presented, paid and unpaid.	

Foreign Currency Purchase	
Next Day Delivery	\$12.00
Next Day Priority Delivery	\$15.00
Sold	
Shipping Charge	\$10.00

Foreign Draft Purchase	
Next Day Delivery	\$12.00
Next Day Priority Delivery	\$15.00
Processing Fee	\$20.00
Stop Payment Orders	\$25.00

Traveler's Cheques in Foreign Currency	
Next Day Delivery	\$12.00
Next Day Priority Delivery	\$15.00

¹ Accounts with a Student customer indicator receive four free non-U.S. Bank transactions per statement cycle. ATMs not identified as "U.S. Bank" ATMs may assess a surcharge fee. Other ATM owners will assess additional surcharge fees unless the ATM owner is a participating member of the MoneyPass® Network. To find MoneyPass ATM locations, please visit www.moneypass.com.

² \$2.00/fee assessed when performing a cash advance at the teller of any financial institution that accepts Visa®.

³ A fee will be assessed for the replacement of a check card plastic when requested more than once within a 12-month period. Replacement check card includes those cards that are requested to replace a current check card product with the same card number. Replacement check card does not include ATM cards, check cards that are lost, stolen or expired. Replacement Card Fee will not apply to FlexPass® Select Rewards, FlexPass® Travel Rewards or FlexPass® Reserve Visa® Check Cards.

⁴ No charge for Platinum, Premium, Student or ERA Checking. This fee does not apply to transactions made at Automated Teller Machines (ATMs). The \$0.25 fee can be avoided by making Visa transactions (non-PIN) with your check card by depositing "credit" and signing the receipt.

⁵ To be eligible for DepositSmart™, you must have an open U.S. Bank Checking or Savings Account for at least 12 months, have no more than 2 returned deposited items within a 90-day period and be an active U.S. Bank Internet Banking customer.

⁶ In the event the available balance at the end of the business day is or would be overdrawn \$10.00 or greater, an overdraft team mark and/or overdraft team returned fee(s) may be assessed. Fees are subject to a daily maximum of 3 overdraft items paid and 3 overdraft items returned; a maximum total of 6 per day.

⁷ For each day an Overdraft Protection transfer occurs, a fee will be charged to the checking account that received the transfer.

⁸ Check Images and Check Return is available only with Paper Statements. Accounts with the Senior customer indicator receive \$1.00 discount per statement cycle for Statement with Check Return and Statement with Check Images fee is waived.

⁹ No fee for single-signer traveler's cheques for 21-month Checking, Premium Checking and accounts with a Senior customer indicator.

¹⁰ Any Foreign Bank fees incurred while processing will be charged to the depositor's account.

Benefits for You

Account Management Made Easy

All Packages and U.S. Bank Checking accounts are loaded with benefits to make your account work harder for you. Find these great benefits standard with every account:

Internet Banking with Internet Bill Pay

Internet Banking is the easiest way to monitor, manage and move your money anytime, anywhere. With complete access to your U.S. Bank accounts on your computer, you can check balances, view transaction history, enroll in online statements, transfer funds and more! Plus, with Internet Bill Pay, you'll never miss a payment – because all payments are guaranteed to be paid on time.¹ You can set up recurring payments, payment reminders and account alerts, and save, print and file your statements and bills for easy record keeping. Learn more at usbank.com/online.

Mobile Banking

With U.S. Bank Mobile Banking, you can bank on the go! Use your Web-enabled mobile device to stay informed and in control of your money. To get started, simply visit m.usbank.com or download the Mobile Wallet app.² Mobile Banking is convenient, 100% secure and easy-to-use. Visit usbank.com/mobile for more information.

Overdraft Protection Plans³

Overdraft Protection can help you avoid overdrawing your checking account and being charged overdraft fees by linking an eligible account. U.S. Bank lets you choose which accounts are linked for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account.

Checking Account Advance⁴

This feature allows you to borrow money from your next direct deposit for short-term cash needs. No application is necessary.

U.S. Bank Visa® Check Card

Enjoy the convenience and safety the U.S. Bank Visa Check Card provides. Purchases are withdrawn directly from your checking account, so it's safer and more convenient than checks or cash. And, with zero fraud liability,⁵ you won't be responsible for unauthorized purchases if your card or its number is ever lost or stolen.

¹ Payments are guaranteed as long as accounts are sufficiently funded, all payments information is entered correctly and the payment is scheduled to arrive by its due date.

² You may be charged access fees by your carrier, dependent upon your personal plan. Web access is needed to use Mobile Banking. Check with your carrier for details on specific fees and charges.

³ Fees and qualifications apply.

⁴ Certain restrictions, finance charge fees and eligibility requirements apply.

⁵ U.S. Bank provides zero fraud liability for unauthorized transactions. Cardholder must notify U.S. Bank promptly of any unauthorized use. Certain conditions and limitations apply.

Deposit products offered by U.S. Bank, N.A. Member FDIC

Banking When and Where You Need It

24 Hours a Day, 7 Days a Week

Your Local Branch

More than 3,065 branches in 25 states

Online

usbank.com
m.usbank.com (mobile)

ATMs

More than 5,300 U.S. Bank ATMs
Access at 20,000 MoneyPass®
network ATMs

By Phone

800-US BANKS (872-2657)

Cincinnati

513-632-4141

Denver

303-585-8585

Milwaukee

414-765-4636

Minneapolis/St. Paul

612-US BANKS (872-2657)

Portland

503-US BANKS (872-2657)

St. Louis

314-425-2000

Outside the U.S.
(call collect)

503-401-9991

TDD – All Areas

800-685-5065



usbank.com



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Consumer Pricing Addendum

This addendum contains important product and pricing information. Please retain for your records.

Student Checking

Effective October 10, 2011, when you elect to receive Paper Statements for your Student Checking account there will be a fee of \$2.00 each month. A Paper Statement with Check Return will have a fee of \$6.00 each month.

U.S. Bank offers a free, paperless way to receive your monthly statement. Enroll in Online Statements to help keep your financial information private, reduce the risk of identity theft and provide easy-to-access account history, all while you help protect the environment. To enroll in Online Statements: log in to U. S. Bank Internet Banking, select "My Accounts" and then choose "Online Statements" located at the top of the page.

For insertion into the *Consumer Pricing Information* brochure (05/15/11).

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