CREIGHTON UNIVERSITY
External Contracts Control Sheet

Vice President of Administration
School: NA
Person Responsible for Contract: John Wilhelm
Return Contract To: John Wilhelm
Contractor/Supplier: US BANK
Estimated Dollar Value: Annually: $35,000
Commodity: NA
Type of Contract: Other -
Description of Contract: US Bank Checking Account Program tied to ID Card
Contract Initiated Via: ☒ Negotiation ☐ Sole Source ☐ Other
Contract Dates: Beginning: 4/1/2013 Ending: 3/30/2018
Written Notice: 120 day

Review Required:
Date: 11/1/2017 Event A: Termination Notice
Date: __________ Event B: Select One

Approvals:
Purchasing (Goods/Services including technology contracts): __________ Date __________
Facilities (Property leases): __________ Date __________
Chairman or Director: __________ Date __________
Office of the Dean: __________ Date __________
Vice President: __________ Date 3/29/13
Legal Counsel: __________ Date 4/1/13

For Vice President for Finance Only
☒ Return a copy of this Contract Control Sheet with the fully executed signature pages.
☐ Contract is complete.

For Health Sciences Only
☐ Routine student rotation
AHC Approval Required ☐ Yes ☐ No
Alegent Creighton Health [insert title]
Date

Revised 11/12
CREIGHTON UNIVERSITY
ID CARD AND BANKING SERVICES AGREEMENT

This ID Card and Banking Services Agreement ("Agreement") is entered into on March 30, 2013, by and between Creighton University, Omaha, Nebraska ("University") and U.S. BANK NATIONAL ASSOCIATION ("Bank").

Recitals

WHEREAS, University issues to students, staff and faculty ("Users") a multifunctional identification and service card known as the ID Card ("ID Card"); and

WHEREAS, University desires to include Banking Services as a part of the function of ID Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, Banking Services; and

WHEREAS, University and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through ID Card. "Banking Services" means certain financial products linked to ID Card, including checking accounts and automated teller machine ("ATM") services, as described in this Agreement.

1.1 Transactions.

1.1 Standard ID Card. Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, which may be accessed through ID Card and will permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions through the standard IDCard.

1.2 Other Financial Services Available. Bank will promote checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. Bank will offer Banking Services associated with checking account products with student and workplace benefits and may be amended from time-to-time. Bank may make reasonable changes to enhance these account features as it sees fit. Additionally, all Bank-branded ATM’s on University campus will be free of transaction charges to Bank checking account holders when accessing their account with Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

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

2. Automated Teller Machines. Bank will maintain the current ATMs on University’s campus. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University.
3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

3.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") of this Agreement.

3.2 Other Functionality. It is understood that ID Card will include the ability to perform other electronic functions in addition to Banking Services. University shall be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement, which shall be verified by Bank through testing of ID Card to ensure ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly, but is in no way responsible for a User’s failure to notify Bank. Notice to Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to University or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials relating to Banking Services for distribution to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. No marketing materials may be distributed at University without University’s prior review and written approval.

5.2 Events. University will provide Bank with access to, and presence at, significant on-campus activities, events and promotional location to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- Summer Preview
- Welcome Week
- Additional carding events

5.3 Signage. Subject to University’s prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any University property signage of any kind without the prior written approval of University.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank’s sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be
construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank’s exterior signs.

5.4 Promotional Information. University shall facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither University nor Bank will share any User information as part of this Agreement.

5.5 Prior Approval. University shall not distribute any materials using Bank’s name or relating to Banking Services without receiving prior approval from Bank.

6. Royalty Schedule.

6.1 Royalty Schedule. Bank shall pay to University amounts as described in EXHIBIT A ("Royalty Schedule") attached to this Agreement.

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating royalty payments.

7. Term and Termination. This Agreement will remain in effect for an initial term of five years, beginning on the date of this Agreement ("Term"). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year terms until Bank or University notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

7.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 8.2 regarding immediate termination for cause.

7.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due.

7.3 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank attached to ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, or upon Users’ leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

7.4 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Royalty Schedule") relating
to outstanding amounts due, Section 10 ("Indemnification; Losses") regarding indemnification, and Section 13.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

8.0 Representations and Warranties. Each party represents and warrants as follows:

8.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

8.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

8.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

8.4 No Other Agreements. University warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement as defined in section 1. Banking Services.

9. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

9.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, which University may suffer or incur by reason of Bank’s negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as known to University and University will allow Bank to control the defense of such claims in return for Bank’s indemnification.

9.2 University Indemnification of Bank. University shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded University as a public body of the State of [State]. Bank acknowledges that Users are not by definition employees, agents or officers of University and University assumes no liability for the individual acts of Users.

10. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others’ registered and common law trademarks in advertisements promoting ATMs and ID Card pursuant to this Agreement. Nothing herein shall give to University and Bank any right, title or interest in the others’ trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to
the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

11. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid, return receipt requested.

University:
Creighton University
Vice President for Administration
2500 California Plaza
Omaha, NE 68178

With Copies to:
Creighton University
General Counsel
2500 California Plaza
Omaha, NE 68178

Bank:
U.S. Bank
Campus Banking
Attn.: Whitney Bright – Vice President
100 Ungerboeck Park
O'Fallon, MO 63368

With a Copy to:
U.S. Bank
Attn.: Steve Erwin
Community Regional President
233 S 13th Street
Lincoln, NE 68508

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation shall be governed by the laws of the State of Nebraska. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Nebraska.

12.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

12.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.4 Entire Agreement; Amendment. This Agreement, any attachments constitute the entire agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for information purposes and do not constitute a part of the Agreement.
12.5 Assignment. Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that Bank shall have the right, without University’s consent, to transfer or assign this Agreement to any parent, subsidiary or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

12.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

12.7 Force Majeure. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

12.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and University each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.
IN WITNESS HEREOF, the parties have executed this Agreement, as of the date first above written, by and through their duly authorized officers.

Creighton University

Sig: ____________________  
By: Jan Madsen  
Title: Vice President for Finance  
Date: 4-30-13

U.S. BANK NATIONAL ASSOCIATION

Sig: ____________________  
By: Whitney Bright  
Title: Vice President, Campus Banking  
Date: 5/6/13

Sig: ____________________  
By: Steve Erwin  
Title: Community Regional President  
Date: ____________________
EXHIBIT A

Royalty Schedule

During the life of the Agreement, Bank will make the following financial commitment to University:

1. Bank will pay a $10,000 signing bonus within 60 days of the execution of this agreement.

2. Bank will pay a royalty schedule based on percent of penetration for active accounts in the program (see Table 1 immediately following). Minimum guaranteed royalty is $32,500 per year. Royalty payments will be made each year on or before November 1st using penetration rates calculated as of August 31 each year.

Active accounts are all accounts tagged in with the unique Creighton student segment code, Creighton Workplace Banking segment code, and those accounts linked to the ID card. The penetration percentage below in Table 1 is determined by dividing the number of active accounts by 6,000 potential participants. The number of potential participants shall remain fixed at 6,000 throughout the life of the Agreement.

Table 1: Royalty Schedule

<table>
<thead>
<tr>
<th>Penetration %</th>
<th>Royalties to University</th>
<th>Active Account Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 - 69.9%</td>
<td>$32,500 lump sum payment</td>
<td>3,600 - 4,199 accounts</td>
</tr>
<tr>
<td>70 - 79.9%</td>
<td>$37,500 lump sum payment</td>
<td>4,200 - 4,799 accounts</td>
</tr>
<tr>
<td>80 - 89.9%</td>
<td>$40,000 lump sum payment</td>
<td>4,800 - 5,399 accounts</td>
</tr>
<tr>
<td>90 - 99.9%</td>
<td>$42,500 lump sum payment</td>
<td>5,400 - 5,999 accounts</td>
</tr>
<tr>
<td>100+</td>
<td>$45,000 lump sum payment</td>
<td>6,000 - accounts</td>
</tr>
</tbody>
</table>

3. Bank will pay $2,500 per year to help offset the University’s on-going carding expenses.

4. Bank will dedicate “soft dollars” (monies spent by Bank toward the increased performance of ID Card program and a higher payout percentage). The anticipated total sum of Bank’s “soft dollars” is approximately $12,000 per year, broken down as follows:

- Marketing $4,500 per year
- Professional Student Marketing $1,500 per year
- Special event coordination $1,000 per year
- Staffing Resources & Consultation $2,000 per year
- U.S. Bank Publicity and News Print $2,000 per year
- Website Link Development $1,000 per year