

**FIFTH AMENDMENT TO CALIFORNIA STATE UNIVERSITY, LOS ANGELES
ATM/PIN-BASED DEBIT CARD AGREEMENT**

This Fifth Amendment to California State University, Los Angeles ATM/PIN-Based Debit Card Agreement (herein the "Amendment") is dated as of this 23rd day of June, 2016 by and between the California State University, Los Angeles (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

RECITALS

- A. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement dated March 2, 2007 (the "Agreement"), University and Bank entered into a First Amendment of the Agreement, effective as of July 1, 2012; University and Bank entered into a Second Amendment of the Agreement, effective as of July 1, 2013; University and Bank entered into a Third Amendment of the Agreement, effective as of July 1, 2014; and University and Bank entered into a Fourth Amendment to the Agreement, effective as of March 17, 2015..
- B. University and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.
2. University and Bank hereby stipulate that the Agreement is in full force and effect.
3. Term and Options to Extend. Section 1 of the Agreement is hereby amended to provide for an additional Term and subsequent renewal terms as follows:

The parties agree that a new Term of this Agreement shall commence on July 1, 2016, and shall terminate on June 30, 2019, unless otherwise terminated as provided in Section 26 (the "Termination") or unless both parties elect to renew the Agreement for up to three (3) additional one-year terms by giving notice no later than the first day of April 2019, and by the first day April of each subsequent year for the two additional one-year renewal terms.

4. Payment to University. In consideration of the license and grant of rights from the University given to the Bank and as more particular described in the balance of the Agreement, Bank will pay to University a one-time re-signing bonus payment of \$25,000.00 within sixty (60) days of executing this Amendment.

5. Cal State LA One Card Bank Account. Section 5.c. of the Agreement is hereby deleted in its entirety and replaced with the following:

- c. Enrolled students may choose the Wells Fargo Everyday Checking account, which will have no monthly service fee and no minimum balance requirement as long as the account is linked to an active Cal State LA One Card, or other product offered by Bank. Faculty and staff may select any checking account or package for which they may be eligible including the Wells Fargo Everyday Checking account, which has no monthly service fee or minimum balance requirement provided that the account (i) receives an eligible direct payroll deposit of at least \$500 per fee period, (ii) makes 10 or more debit card purchases and/or transactions per fee period, or (iii) is

linked to an active Cal State LA One Card; or any other product offered by Bank from time to time.

6. Examinations and Audit. Section 22 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:

22. **Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Cal State LA One Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.

7. Termination. Subsection d. of Section 26 (Termination) is hereby deleted in its entirety and replaced with the following:

d. The anticipated term of the contract shall be March 2, 2007 through June 30, 2019 with an option to renew the Agreement under existing terms and conditions, for three (3) additional twelve-month periods upon mutual agreement of both parties.

8. Termination. New subsection e. is hereby added to Section 26 (Termination) as follows:

e. This Agreement may be terminated by University upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their Cal State LA One Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Cal State LA One Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

9. Student Loan Representation and Warranty. New Section 38 is hereby added as follows:

38. **Student Loan Representation and Warranty.** University and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the University refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals

10. Title IV Representation and Warranty. New Section 39 is hereby added as follows:

39. **Title IV Representation and Warranty.** University and Bank represent and warrant that Cal State LA One Card Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open Cal State LA One Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Cal State LA One Card Bank Accounts. Further, the Cal State LA One Card program is not being established for the purpose of University's disbursement of Title IV funds and Cal State LA One Card Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

11. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

12. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

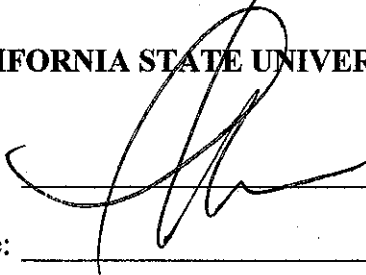
13. **Successors and Assigns.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, The parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.


CALIFORNIA STATE UNIVERSITY, LOS ANGELES

WELLS FARGO BANK, N.A.

By: _____

 2/19/16

By: _____


Name: David B Cristoforo
Title: Region President

Name: _____

Name: _____

Title: _____

Title: _____

Thomas J. Johnson
Director
Procurement & Contracts
California State University, Los Angeles
323.343.3488 tjohnson@calstatela.edu