FIRST AMENDMENT TO CAMPUS ID CARD AND BANKING SERVICES
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This First Amendment to the Campus ID Card and Banking Services Agreement for the University of Nevada, Las Vegas (this “Amendment”), is made as of February ____ , 2016 (“Effective Date) by and between U.S. Bank National Association (“Bank”) and the University of Nevada, Las Vegas (“University”) and is incorporated into the Agreement by reference.

Pursuant to the Agreement dated as of May 1, 2014 (the “Agreement”), Bank agreed to be the provider of campus ID cards and banking services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education’s release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to make this Amendment part of the Agreement to reflect the necessary changes required by the new rule to the current Agreement. The parties agree that the provisions of this Amendment are to supersede any conflicting terms in the Agreement or any amendment thereto.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

BANKING SERVICES

ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services or the Visa-branded Maxx Card with Banking Services. Users with an active Bank checking accounts are able to activate the ATM/PIN based POS functionality, or obtain a Maxx Card with ATM/ Visa debit functionality, for no additional fee.

Account Features. Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University’s campus it will be free of transaction charges to Bank account holders when accessing their account with a 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.

Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, and will include the mean and median of the actual costs incurred by student account holders.

ADDITIONAL TERMINATION RIGHTS. Termination rights provided for under this Amendment apply only to the Campus ID Card and Banking Services program and do not give any further termination rights whatsoever to University in connection with the On-Site Retail Lease Agreement, or any other ancillary agreements, exhibits, or addenda.

Complaints. University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank’s accounts provided in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days’ notice to Bank if University determines that the number of complaints is excessive.

Fees. University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days’ notice to Bank if University determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the banking services.

Termination for Change in Law. Bank may terminate this Agreement at any time with 90 days’ notice to University without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by
any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services making the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

Notice address for U.S. Bank.

U.S. Bank National Association
Campus Banking
Attn: Vincent Roos, Vice President
6940 Mission Road/ SL-KS 9255
Prairie Village, KS 66208

Original Agreement Ratified and Affirmed

Except as set forth above, U.S. Bank and University intend to be legally bound the Agreement and Amendment both are ratified and affirmed in all respects.

Agreed as of the date first written above:

U.S. Bank National Association
By: _____________________________
Its: _____________________________
Date: ___________________________

University of Nevada, Las Vegas
By: _____________________________
Its: _____________________________
Date: ___________________________