



**FLORIDA STATE UNIVERSITY  
AND  
SUNTRUST BANK  
AGREEMENT**



THIS AGREEMENT ("Agreement" or "Contract") entered into on the date of last signature appearing below, between SUNTRUST BANK, whose address is 76 South Laura Street, Jacksonville, Florida 32302 and which is authorized to do business in Florida (the "Contractor" or "SunTrust"), and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of the FSU Board of Trustees, a public body corporate of the State of Florida (the "University" or "FSU")

WHEREAS, University desires to have a successful program that provides high quality and up-to-date financial services to the FSUCard, a multi-functional student ID card, including, but not limited to, linking the FSUCard to student checking and ATM and PIN debt access, and other services, and

WHEREAS, University and Contractor have entered into an Invitation to Negotiate #5376-A (ITN) for this purpose, with Contractor submitting its associated Proposal Response/ Best and Final Offer dated May 7, 2010 (Response), and

WHEREAS, University and Contractor executed a Memorandum of Understanding on September 10, 2010 (Memorandum) agreeing to complete the negotiations for the Agreement in a timely manner and at the same time to continue the Master Agreement dated April 26, 1996, as amended, until the new agreement is signed by the Parties, but no later than December 31, 2010.

WHEREAS, the Parties wish to enter into an agreement whereby Contractor will provide the following services to the University.

NOW THEREFOR, the Parties do hereby agree as follows:

**1. STATUS OF CONTRACTOR**

The Parties agree that the Contractor is an independent contractor. The Contractor shall not, in any manner, use the credit or the name of the University in connection with Contractor's business or affairs, except as specifically authorized in the Agreement, ITN or as approved by the University prior to such use. Further, the Contractor shall purchase inventory and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase, to Contractor's applicable vendor(s). No officer, employee, agent, servant, or independent contractor of either Party shall be deemed an

employee, servant, representative, or agent of the other Party and the Parties shall use their best efforts to prevent any such misinterpretation.

## 2. TERM OF AGREEMENT; TERMINATION FOR CONVENIENCE; CONTINUATION OF AGREEMENT ON A MONTH-TO-MONTH BASIS

- A. Term. The commencement date of the Initial Term of this Agreement will be July 1, 2010 and the Initial Term will have an ending date of June 30, 2020, unless this Agreement is sooner terminated under any of the provisions herein. Upon mutual written agreement of the Parties, the Parties may renew this Agreement for an additional five (5) year term commencing on July 1, 2020 and ending on June 30, 2025 ("Renewal Term").
- B. Termination for Convenience. During the first year of the Initial Term of this Agreement, either Party may terminate this Agreement for any reason or no reason upon providing the other Party with at least thirty (30) days' prior written notice of termination. After the first year of the Initial Term of this Agreement, either Party may terminate this Agreement for any reason or no reason upon providing the other Party with at least one hundred twenty (120) days' prior written notice of termination. Upon any such termination, neither Party will be liable for a termination penalty. The University will be liable only for payment for service rendered prior to the effective date of termination, and Contractor shall be liable only for any outstanding earned fees and commissions due the University prior to the effective date of termination.
- C. Continuation of Agreement on a Month-to-Month Basis. Upon expiration of the Initial Term or Renewal Term of the Agreement without mutual written agreement to, respectively, renew the Agreement for an additional term or enter into a new agreement, this Agreement will continue on a month-to-month basis for up to twelve (12) additional months, unless sooner terminated by either Party upon providing thirty (30) days' written notice to the other Party.

## 3. TERMINATION FOR CAUSE

- A. At any time during the Initial or Renewal Terms, either Party will have the right to terminate the Agreement for cause. Prior to exercising any right of cancellation, the Party exercising the right to cancel shall give the other Party written notice of the default or lack of performance and that the default or lack of performance must be corrected within thirty (30) days of the mailing or hand delivery of the notice. If the correction is not made within the aforementioned thirty (30) day period, the Agreement may be immediately cancelled beginning on the thirty-first (31<sup>st</sup>) day after the mailing of the notice of default by the cancelling Party. Non-performance events giving rise to University's right to terminate the Agreement for cause shall include, but not be limited to, neglect, as determined by the University in its sole and reasonable discretion (provided, however, that Contractor may dispute the University's determination of its neglect), Contractor's insufficient insurance coverage or proof thereof, failure to maintain surety bond, failure to deliver required insurance coverage, failure to deliver required monthly and final reports when due pursuant to the Agreement and failure to maintain a quality of service satisfactory to University, including cessation or diminution of service. Non-performance event(s) giving rise to

Contractor's right to terminate this Agreement for cause will include, , failure of University to adhere to its exclusivity obligations as set forth in Sections 6C and 6D below and Attachment A.

- B. This Agreement is subject to unilateral cancellation by the University for refusal by the Contractor to allow public access to all document, papers, letters, or other material subject to the provisions of Section 119.07, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. This includes any material that Contractor might consider confidential or a trade secret.

4. INTENTIONALLY OMITTED

5. NOTICES

Notice and Point of Contact for UNIVERSITY:

Director of Business Services  
Florida State University  
University Center, Suite C-5500  
Tallahassee, Florida 32306-2533  
Fax: 850-644-9621  
Tel: 850-644-1790

Notice and Point of Contact for CONTRACTOR

\_\_\_\_ David M. Mann \_\_\_\_\_  
\_\_\_\_ President, Chairman & CEO \_\_\_\_\_  
\_\_\_\_ SunTrust Bank, North Florida \_\_\_\_\_  
\_\_\_\_ 76 South Laura St., 23<sup>rd</sup> Floor \_\_\_\_\_  
\_\_\_\_ Jacksonville, FL 32202 \_\_\_\_\_

Fax: 904-632-2774 \_\_\_\_\_  
Tel 904-632-2602 \_\_\_\_\_

6. DESCRIPTION AND SCOPE OF SERVICES

- A. General Description. During the term of the Contract between the University and the Contractor, the Contractor shall provide the University Bank Card Services in accordance with the requirements, terms, specifications, conditions and provisions hereinafter contained.

The Contractor shall provide the University with the quality of service reasonably provided by a large publicly-held financial institution.

- B. The scope of services to be provided by the Contractor are fully described in Attachment A, which is incorporated herein by reference.

- C. Contractor will have the exclusive right to offer banking services to students, faculty and staff on the FSU campus which will include, without limitation, the exclusive right to offer the services as described in Attachment A, the exclusive right to have a bank branch location on-campus and the sole right to have ATMs at the designated locations on-campus (as listed in Section 6.D herein below) and University will assist in the marketing and promotion of Contractor's banking services in a manner that is mutually agreed.
- D. Campus ATMS: The University reserves the right to review the distribution of ATM locations. The Contractor will be given first right-of-refusal opportunity for future ATM locations and Contractor will pay all costs of any ATM installation and maintenance on machines that Contractor installs. At the commencement of this Agreement, there are six (6) locations for Contractor's ATMs. These locations include:
1. Outside Fresh Food Company
  2. Outside Strozier Library
  3. Outside Diffenbaugh Building
  4. Outside University Center B
  5. Two outside the Bank location

Exception to ATM Exclusivity:

The Oglesby Union which currently houses other banks' ATMS  
University Sporting events including  
University Center  
Dick Howser Stadium

Any additional location that the Parties mutually agree upon in writing.

Upon the expiration and/or termination of this Agreement, Contractor agrees, upon University's request, but at Contractor's expense to remove any and all ATM's within 30 days of receipt of University's written request to Contractor for such removal. Upon removal, the Contractor will restore the ATM location to its original condition that existed upon initial installation of the ATM, normal wear and tear and casualty excepted.

- E. ACH Files: Large Financial Aid deposits can be sent prior to 12:01am with an effective date of the next day. The file will be processed and posted correctly to students' accounts by 8:30 a.m. the next day as scheduled. There will be no cost to the University if the file is sent prior to midnight with the correct effective date and funded via wire transfer on that same date.

## 7. INSURANCE COVERAGES

- A. The Contractor shall purchase all necessary Workers' Compensation Insurance. In addition, the Contractor will provide and pay for General Liability Insurance on all of its own operations. Certificates of Insurance on all such insurance coverage carried by Contractor will be furnished to the University prior to the

commencement of the Agreement. Minimum limits for insurance to be provided by the Contractor shall be as follows:

#### INSURANCE SCHEDULE

##### Policy

Worker's Compensation

Statutory

##### \*Comprehensive General Liability Insurance

Bodily Injury Liability	\$1,000,000/person \$1,000,000/occurrence \$10,000,000/aggregate
Property Damage Liability	\$1,000,000/occurrence \$10,000,000/aggregate

##### Comprehensive Automobile Liability Insurance

Bodily Injury Liability	\$1,000,000/person \$1,000,000/occurrence
Property Damage Liability	\$1,000,000/occurrence
Excess Umbrella Liability Combined	\$3,000,000/aggregate
Single Limit Bodily Injury And/or Property Damage	\$10,000,000/aggregate

\*Comprehensive Liability to include, but not be limited to:

Consumption of use or products and product liability: presence of equipment and machines on location; and contractual obligations to customers

- B. The amount of insurance required herein shall be subject to adjustment to reflect any changes in Section 768.28, Florida Statutes, or other similar legislation waiving the sovereign immunity of the State of Florida and its agencies.
- C. These Certificates of Insurance shall contain the following endorsements:
- (1) "Cancellation Clause" SunTrust will not allow the policies of insurance covered by this certificate to expire, be cancelled, or be terminated prior to their maturity date unless there shall be given no less than ninety (90)

days' prior written notice by certified or registered mail to the University's Director of Business Services.

- (2) "Additional Insured Clause" The University, University Board of Trustees, and the Florida Board of Governors, their officers, employees and agents, individually and collectively, shall be listed as additional named insureds on all policies, but only with respect to operations of Contractor under this Agreement
- (3) The Contractor shall, at its sole expense, cause to be issued and shall maintain during the term of the Agreement, a policy of insurance insuring all of the Contractor's furniture, fixtures, equipment, and inventory located in, on or upon the premises that Contractor is utilizing at the University campus against loss or damage by fire, lightning, windstorm, hail, explosions, riot, civil commotion, aircraft, vehicle, smoke and other such hazards and contingencies as are reasonable to protect Contractor's property interests for its property on the University campus. A policy shall be for an amount not less than the replacement cost of such items. Prior to the commencement of the Agreement, the Contractor shall deliver Certificates of Insurance evidencing such policy to the University's Director of Business Services.

## 8. LIABILITY

A. Mutual Liability: Under this Agreement, each of Contractor and University agree to be liable and responsible for its own claims, damages, losses, demands, fines, judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation and defense and its own attorneys' fees, costs and expenses) to the extent resulting from claims for (i) gross negligence or willful misconduct; or (2) the breach of confidentiality obligations; or (iii) the breach of this Agreement.

### B. General Conditions on Liability Obligations:

1. Each Party agrees to promptly, after receipt of any written claim or notice of any action giving rise to a claim under this Agreement that involves or potentially involves the other Party to provide the other Party notice of the claim or action (provided that failure to so notify the other Party will not relieve the other Party of its obligations, except to the extent that the failure or delay is prejudicial).
2. Further, each Party that is notified by the other Party of a claim under this Agreement agrees to: (i) provide reasonable cooperation and assistance in the defense or settlement of any claim to the extent that such claim involves that Party; (c) and grant the other Party control over the defense and settlement of the same (provided that the Party so notified of the claim by the other Party shall be entitled to participate in the defense and settlement of the claim to the extent that the claim involves or potentially involves the so notified Party and to employ counsel at its own expense to assist in the handling of the claim).
3. Neither Party will agree to any settlement of a claim under this Agreement which results in an admission of liability without the other Party's prior written consent.



C Limitation on Liability - To the maximum extended permitted by Florida law, the following liability limits will apply to a Party's liability under this Agreement:

(1) Liability Cap:

(a) Contractor will not be liable to University for losses or damages exceeding the amount of \$200,000 in the aggregate under this Agreement, and

(b) University's liability to Contractor for damages or losses will only be to the extent and limit provided in Section 768.28, Florida Statutes.

(2) Limitation on Types of Damages: Neither Party will be liable to the other Party for any indirect, special, consequential, punitive or exemplary losses or damages (including, without limitation, loss of profits, loss of data, business interruption or delay, time, savings, property or goodwill), without regard to the form of claim or action or whether the claim or action arises in contract, tort or otherwise and even if it is known that such damages or losses were possible or likely.

## 9. PERSONNEL

All Contractor personnel performing work on the University campus shall undergo background checks and observe all rules and regulations, including parking rules and regulations, of the University and shall maintain a neat, clean appearance and courteous manner. Failure to do so may be grounds for barring such personnel, at the University's request, from being assigned by Contractor to work on the University's premises.

- a. Contractor shall provide its employees assigned to the University with appropriate uniforms which clearly identify Contractor and the employee by name.
- b. Contractor employees will not be permitted to wear hats or clothing that reflects affiliation with other universities or colleges.
- c. Contractor will pay any and all fees and charges for each identification pass, parking decal or security badge to FSU Parking Services, the FSUCard Center, FSU Police Department or any other appropriate department as required.

In accordance with Section 287.133(2)(e), Florida Statutes, Contractor warrants that it is not on the convicted vendor list for a public entity crime committed in the past thirty-six (30) months. Contractor further warrants it will neither utilize the services of nor contract with any supplier, subcontractor, or consultant in excess of \$10,000.00 in connection with the performance of this Agreement for a period of thirty-six (36) months from the date of their being placed on the convicted vendor list.

Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees. In addition, each Party affirms that it is an equal opportunity and

affirmative action employer and shall comply with all applicable Federal, State and local laws and regulations.

#### 10...FINANCIAL ARRANGEMENTS/SUMMARY

##### A. Fee Analysis:

Students will receive no monthly maintenance fee checking accounts. .

##### B. Fee Adjustments:

Fees, such as ATM customer charges, can be adjusted during the term of the Agreement upon mutual consent of the University and Contractor. With regard to Fees that Contractor charges customers, Contractor has the right to set and modify those fees in its sole and reasonable discretion. Contractor will provide reasonable advance notice of fee schedules to University.

##### C. Income Guarantees:

###### 1. Marketing/Production Fees:

School Year 1 (2010-2011) Payment from Contractor to University (due 30 days from the date that Contractor signs this Agreement):

Marketing:	\$100,000
New Card Production Fees	\$ 45,000
Security Installation Rebate	\$ 50,000

School Year 2 (2011-2012) Payment from Contractor to University (due July 1, 2011):

Marketing	\$100,000
New Card Production Fees	\$ 45,000

Beginning in School Year 3 (2012-2013) Payment from Contractor to University (due July 1, 2012 and on July 1<sup>st</sup> of each subsequent year of the Contract term):

Marketing	\$25,000
New Card Production Fees	\$20,000

###### 2. Revenue Share:

For each calendar month of the Agreement during School Year 1 (2010-2011), Contractor will pay the University:

1.2% of average monthly balance of FSUCard accounts linked to a SunTrust student checking account; payments will be monthly in arrears by the 15<sup>th</sup> of the following calendar month



\$0.35 per Foreign ATM Transaction (non-SunTrust ATM)

For each calendar month of the Agreement after School Year 1 (2010-2011), the Contractor will pay the University:

A percentage (to be determined\*) of average monthly balance of FSUCard accounts linked to a SunTrust student checking account; payments will be monthly in arrears by the 15<sup>th</sup> of the following calendar month.

\*Due to recent and pending bank regulatory changes, Contractor cannot guarantee the level of revenue share that will be available past School Year 1 (2010-2011) with the student checking program. After School Year 1 (2010-2011), Contractor will work with University to reach a mutually agreeable pricing arrangement for subsequent years.

No later than April 1<sup>st</sup> of each School Year during the Term of the Agreement, Contractor will initiate discussions with University to determine the amount of the revenue share for the following School Year. The agreed upon revenue share will be effective on July 1<sup>st</sup> of each subsequent School Year during the Initial Term and any Renewal Term of the Agreement. If agreement on the amount of the revenue share is not reached between the "appropriate University authority" and "the appropriate Contractor authority" by June 30<sup>th</sup> of each School Year and no agreement is imminent, then this issue will be submitted for resolution to the "University's Senior Vice President for Finance and Administration" and the "President, Chairman & CEO of SunTrust Bank North Florida". Both University and Contractor will negotiate in good faith to achieve agreement on the amount of the revenue share through this resolution process before either Party may pursue other available administrative or judicial remedies.

For purposes herein, the "appropriate University authority" will be the Director of Business Services of the University or his or her designee responsible for the administration of this Agreement on the University's behalf and the "appropriate Contractor authority" will be the V.P., Retail Banking and FSU Relationship Manager or his or her designee responsible for the administration of this Agreement on Contractor's behalf.

\$0.35 per Foreign ATM Transaction (non-SunTrust ATM)

### 3. Interchange and Interest:

Additionally, beginning in School Year (2011-2012) (Payment from

Contractor to University (due July 1, 2011)  
Contractor will pay University 30% of Interchange (MasterCard Prepaid Usage)

10% Share of Interest Income (Calculated monthly net interest that SunTrust will earn on the monthly balance for all prepaid funds held in the University Commercial Account)

All of the above indicated monthly payments shall continue for the duration of the Agreement; payments will be monthly in arrears by the 15<sup>th</sup> of the following calendar month

D. Effect of Termination of Agreement on Financial Arrangements:

1. Effective as of the effective date of any termination of the Agreement, Contractor's obligation to pay University fees, income, funds and other financial support, as set forth in the Agreement, including Attachment A, will end.
2. Additionally, within thirty (30) days of any termination of the Agreement occurring during the first six (6) months of a particular School Year (which runs from July 1<sup>st</sup> – June 30<sup>th</sup>), University will refund to Contractor fifty percent (50%) of the annual Marketing/Production Fees for that School Year. For example, if the Agreement is terminated effective September 1, 2011 and Contractor paid University \$100,000 in Marketing Fees and \$45,000 in Card Production Fees on July 1, 2011 for School Year 2 (2011-2012), University will refund to Contractor \$50,000 in Marketing Fees and \$22,500 in Card Production Fees for School Year 2. If the Agreement is terminated effective on or after January 1<sup>st</sup> of any School Year, then University will not owe Contractor a refund of any Marketing/Production Fees for that particular School Year.

11. GENERAL TERMS

A. Contractor Responsibilities:

- (1) Hours of Operation: The campus branch will be open from 9:00am – 5:00pm, Monday through Friday with extended or reduced hours that Contractor implements to respond to service demands. The campus branch will be open on all days that the FSUCard Center is open. However, if the FSUCard Center is open on a Federal Holiday, there may be a delay in posting of deposits. The branch will maintain a skeleton crew on normal banking days that fall during University holidays and semester breaks.

- (2) Card Issuance - If changes to the FSUCard (as described in Attachment A) caused by the Contractor or its partners, require a re-carding, the cost will be borne by the Contractor.
- (3) Contractor shall be responsible for any bank costs associated with changing an FSUCard number.
- (4) Compliance - Contractor will provide its latest statement of its information security standards pursuant to applicable law when requested by University and will maintain compliance with such standards throughout the term of this Agreement.
- (5) Compliance with Federal Financial Aid Regulations Contractor understands and agrees that they must comply with all Federal, State and University Electric Funds Transfer (EFT) requirements as it relates to the disbursement and delivery of Financial Aid.
- (6) Contractor will maintain compliance with Payment Card Industry Data Security Standards (PCI-DSS) as they apply to Contractor's Operations
- (7) Signage: Contractor shall be responsible for costs associated with its branch banking and ATM signage and shall follow University specifications. The University shall take every reasonable action necessary to secure support for implementing such signage, and shall have the final approval of proposed signs. The University will assist Contractor and provide its approval within a reasonable time.

B. University Responsibilities:

- (a) A condition precedent to Contractor providing the Prepaid Campus Card product (addressed in Attachment A) is that University establish a commercial account with Contractor to hold, collectively, Prepaid Card funds on deposits to such card accounts, including, but not limited to, financial aid funding and any other sources of deposit to such card accounts.
- (b) University will at all times during the term of this Agreement permit Contractor to have access to University students, faculty and staff including, without limitation for purposes of marketing Contractor products and services to such student, faculty and staff by any means, electronic, written or oral communications or any other commercially reasonable means of marketing Contractor's products and services. All marketing will be in accordance with University policies, rules and practices and University will approve all Contractor marketing in advance.
- (c) Card Issuance – If any changes to the FSUCard are required by the University, the cost will be borne by the University.
- (d) The University will be responsible for all costs associated with the replacement of lost/stolen FSUCards.

C. Marks and Logos:

- (1) University's: The Contractor acknowledges that the University is the owner of certain name, trademark, service marks, symbols and/or logos associate with it (hereinafter collectively referred to as the ("Marks")). Without the prior written approval of the University, the Contractor agrees not to sell or distribute any merchandise bearing the Marks, nor permit or attempt to permit others to do so, and this provision shall also apply to any marks which the University may own in the future that are not Contractor Marks. Contractor will not and does not have the right to, and nothing in this Agreement will be construed to give Contractor the right to, use the University Marks other than as specified herein or use any marks, symbols, copyrights, logos, designs, representations, ideas or other proprietary designations or properties owned, developed, created by or licensed to University, including the use of University Marks, on or in conjunction with any goods or products of Contractor. University will have the right to review and approve in advance any Contractor marketing or promotional materials or collateral related to University services that reference(s) University and/or include(s) University's Marks.
- (2) Contractor's: Contractor hereby grants University the third party right and license to use the Contractor service marks ("Contractor Marks") in an incidental manner in connection with the services that Contractor is providing to University under the Agreement, subject to the following limitations. University acknowledges and agrees that:
1. it is not acquiring any right, title or interest in the Contractor Marks and that the Contractor Marks and the goodwill associated therewith, are and shall remain the exclusive property of Contractor;
  2. it shall take no action that would reasonably be expected to adversely affect Contractor's exclusive ownership of the Contractor Marks or the goodwill associated with the Contractor Marks; and
  3. any and all goodwill arising from use of the Contractor Marks by University will inure to the benefit of Contractor. Further, University will not sublicense or authorize any third party to use the Contractor Marks. University will not and does not have the right to, and nothing in this Agreement will be construed to give University the right to, use the Contractor Marks other than as specified herein or use any marks, symbols, copyrights, logos, designs, representations, ideas or other proprietary designations or properties owned, developed, created by or licensed to Contractor, including the use of Contractor Marks on or in conjunction with any goods or products of University. Contractor will have the right to review and approve in advance any University marketing or

promotional materials or collateral related to Contractor's services that reference(s) Contractor and/or include(s) Contractor's Marks.

C. Confidential Information: for the purposes of this Agreement, "Confidential Information" includes, but is not limited to, Trade Secrets, and Public Records under applicable Florida and Federal law including the Uniform Trade Secrets Act, Chapter 119, Florida Public Records Statutes. To the extent that the University handles cardholder data, the University agrees to protect the data in accordance with PCI-DSS requirements.

## 12. APPLICABLE LAW/DISPUTES

This Agreement is governed under and interpreted by the laws of the State of Florida, and the rules and regulations of the Florida Board of Governors, and the Florida State University, and applicable Federal law. And the Contractor agrees to maintain compliance with Federal law or regulations applicable to the services that Contractor is providing under this Agreement including, but not limited to, the Gramm-Leach-Bliley Act and the Fair and Accurate Credit Transfer Act (FACTA) with the Fair Credit Report Act (FCRA).

All disputes arising from, or in conjunction with, the Agreement that cannot be resolved through negotiations between the Parties shall be determined before a Florida court of competent jurisdiction or administrative tribunal, as appropriate under Florida law and administrative rules.

13. AGREEMENT ASSIGNMENT Neither this Agreement nor any part thereof shall be sub-contracted or assigned to another contractor without the prior written permission of the University. However, Contractor may assign this Agreement, in whole, in the event of merger, reorganization or to any entity that acquires all or substantially all of Contractor's assets or stock without University's prior written permission. In the event of Contractor's merger, reorganization or acquisition Contractor agrees that all terms, conditions and provisions of this Agreement will remain in effect and unaltered in the subsequent merger, reorganization or acquisition to the extent that the Agreement continues in effect.

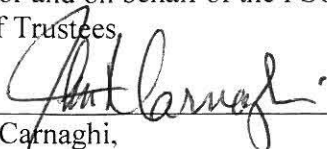
14. ENTIRE AGREEMENT. The entire Agreement between the Parties shall consist only of the terms and conditions contained herein and list of SunTrust Services (Attachment A). In case of conflict or inconsistency between or among the terms of the Agreement and, the terms of the Response and the ITN, the documents shall prevail in the following order of priority: this Agreement, the Response, and the ITN. If there is a conflict or inconsistency between the terms of the body of the Agreement and Attachment A, the terms of the body of the Agreement will prevail.

15. EFFECT OF AGREEMENT. By execution of this Agreement as of the dates noted below, the Parties intend this Agreement to be effective as of July 1, 2010 ("Effective Date") and that this Agreement will supersede, replace and terminate the Memorandum.



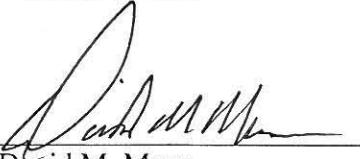
IN WITNESS WHEREOF, the Contractor and the University have caused this Agreement to be executed and attested to by persons thereunto duly authorized..

THE FLORIDA STATE UNIVERSITY  
Acting for and on behalf of the FSU  
Board of Trustees


By:   
John R. Carnaghi,  
Senior Vice President for Finance and  
Administration

Date 12/23 2010

SUNTRUST BANK

By:   
David M. Mann  
President, Chairman & CEO  
SunTrust Bank, North Florida

Date 12/20 2010

*12/23/10*  
*12/24/10*  


ATTACHMENT A  
SUNTRUST SERVICES

**SUNTRUST – SERVICE DELIVERABLES TO FSU  
2010 – 2020**

**PROGRAM DEFINITION:**

The SunTrust Campus Card program provides financial services to the FSUCard, a multi-functional student ID card. In 2010, students can link their FSUCard to a SunTrust Student Checking account for ATM and PIN debit access. Starting in the 2011 school year, FSU will offer a hybrid program that gives students the option to link their FSUCard to either a student checking account or a prepaid debit account. Both account types will be branded debit MasterCard® and allow students to utilize their card for ATM, PIN debit and signature purchases. Students are required to have a SunTrust financial account linked to their FSUCard in order to have an electronic deposit of their financial aid money.

**SERVICES:**

- Exclusive rights to offer banking services to students, faculty and staff. This includes:
  - a fee free student checking account
  - access to faculty and staff to promote personal banking options through SunTrust at Work program
- On campus SunTrust branch
- Multiple on campus ATM locations
- Financial service capabilities integrated with an FSUCard Campus Card

- *2010 School Year* – FSUCards can be linked with a fee free student checking account for ATM and PIN debit access. Students also receive a companion MasterCard® check card for ATM, PIN debit and signature purchases.
- *2011 School Year* - students have the option to link their FSUCard with one of two account types – a student checking account or a prepaid account. Both account types will offer a one card solution that utilizes a debit MasterCard® branded FSUCard for ATM, PIN debit and signature purchases. SunTrust will fully assist the card office to install infrastructure and meet security requirements necessary to instant issue debit MasterCard® cards.
  - Student checking – All transactions and deposits made with the FSUCard are reflected in the student checking account. Students will no longer receive the companion MasterCard® check card. Students will be able to manage their finances online through suntrust.com.
  - Prepaid – Students are not required to have a banking relationship with SunTrust to initiate this account type. It is a fee free account that does not allow for overdraft capabilities. Additional features include:
    - online site for account management
    - ability to grant guest access for deposits
    - account alerts for balances, deposits, etc.
    - ability to make deposits online
    - 24/7 customer service support
    - program management site for card office
- Establish custodial DDA for prepaid pooled campus card funds
- Facilitate financial aid disbursements to FSUCards
- Access to surcharge free ATM network for FSUCards
- Financial support to the University
  - Monthly rent payments of \$2,637.88 for lease of branch property as set out in a separate lease agreement.
  - An aggregate monthly incentive payment of \$0.06 on each FSU DDA and prepaid card transaction to the extent such aggregate monthly sum exceeds the \$2,637.88 (the monthly lease payment referenced above). Contractor will pay University the cumulative, aggregate monthly incentive payments quarterly after a “true up” calculation. Monthly revenue share from accounts linked to an FSUCard
  - Annual funds for program marketing
  - Annual funds to support new FSUCard production
  - One-time payment for installation of security equipment required for the University to instant issue debit MasterCard cards.
- Financial education services including:
  - Money Smart Financial Education seminars
  - Orientation events
  - Interactive online site
  - Integration of SunTrust’s LiveSolid.com website



- Ongoing marketing support including:
  - Collaboration with FSU collateral including FSView, Student Z-Maps and Milestone Planner
  - Customized collateral to promote FSUCard and SunTrust campus banking services
  - Welcome kit to accompany new FSUCards
  - Creative services to assist with any card redesign and production
  - Cardholder communications highlighting services, new features and promotions
  - Exclusive incentives available only through MasterCard ®
  - Option to enroll cards in SunTrust Rewards program
  - Student graduation promotions for free cap and gown and announcements
  - Graduation kit to assist outgoing students with resources and support from SunTrust

<b><u>Commission Summary</u></b>			
<b><u>Annual</u></b>			
	2011	2012	2013 - 2020
Marketing	\$100,000	\$100,000	\$ 25,000
New Card Production fee	\$ 45,000	\$ 45,000	\$ 20,000
Security Installation Rebate	\$ 50,000	\$ -	\$ -
<b><u>Monthly</u></b>			
Average month Balance of FSUCards Linked to SunTrust	1.2%	TBD%	TBD%
Foreign Exchange (per Transaction)	\$ 0.35	\$ 0.35	\$ 0.35
MasterCard Prepaid Usage			
interchange	0%	30%	30%
Share of Interest income	\$ -	10%	10%

**AMENDMENT NUMBER ONE TO THE  
CURRENT AGREEMENT BETWEEN  
SUNTRUST BANK  
AND  
THE FLORIDA STATE UNIVERSITY**

THIS AMENDMENT NUMBER ONE, (the "Amendment") is entered into between SUNTRUST BANK ("Contractor" or "SunTrust") and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of the FSU Board of Trustees a public body corporate of Florida ("FSU" or "University") and is effective as of the last date signed. FSU and SUNTRUST may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, UNIVERSITY and SUNTRUST are parties to an Agreement dated December 23, 2010 ("Agreement"), whereby SUNTRUST provides high quality and up-to-date financial services to the FSUCard; and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby agree as follows:

I. The following terms and provision of the Agreement shall be deleted in its entirety:

10. FINANCIAL ARRANGEMENTS/SUMMARY

AND replaced by

10. FINANCIAL ARRANGEMENTS/SUMMARY

A. Fee Analysis:

Students will receive no monthly maintenance fee checking accounts.

B. Fee Adjustments:

Fees, such as ATM customer charges, can be adjusted during the term of the Agreement upon mutual consent of the University and Contractor. With regard to Fees that Contractor charges customers, Contractor has the right to set and modify those fees in its sole and reasonable discretion. Contractor will provide reasonable advance notice of fee schedules to University.

C. Income Guarantees:

1. Marketing/Production Fees:

- a. School Year 1 (2010-2011) Payment from Contractor to University (due 30 days from the date that Contractor signs this Agreement):

Marketing: \$100,000  
New Card Production Fees: \$45,000  
Security Installation Rebate: \$50,000

- b. School Year 2 (2011-2012) Payment from Contractor to University (due July 1, 2011):

Marketing: \$100,000  
New Card Production Fees: \$45,000

- c. Beginning in School Year 3 (2012-2013) Payment from Contractor to University (due July 1, 2012 and on July 1<sup>st</sup> of each subsequent year of the Contract term):

Marketing: \$25,000  
New Card Production Fees: \$20,000

2. Revenue Share:

- a. For each calendar month of the Agreement during School Year 1 (2010-2011), Contractor will pay the University:

1.2% of average monthly balance of FSUCard accounts linked to a SunTrust student checking account; payments will be monthly in arrears by the 15th of the following calendar month.

\$0.35 per Foreign ATM Transaction (non-SunTrust ATM)

- i. For each calendar month of the Agreement after School Year 1 (2010-2011), the Contractor will pay the University:

A percentage (to be determined\*) of average monthly balance of FSUCard accounts linked to a SunTrust student checking account; payments will be monthly in arrears by the 15th of the following calendar month.

\*Due to recent and pending bank regulatory changes, Contractor cannot guarantee the level of revenue share that will be available past School Year 1 (2010-2011) with the student checking program. After School Year 1 (2010-2011), Contractor will work with University to reach a mutually agreeable pricing arrangement for subsequent years.

No later than April 1st of each School Year during the Term of the Agreement, Contractor will initiate discussions with University to determine the amount of the revenue share for the following School Year. The agreed upon revenue share will be effective on July 1st of each subsequent School Year during the Initial Term and any Renewal Term of the Agreement. If agreement on the amount of the revenue share is not reached between the "appropriate University authority" and "the appropriate Contractor authority" by June 30th of each School Year and no agreement is imminent, then this issue will be submitted for resolution to the "University's Senior Vice President for Finance and Administration" and the "President, Chairman & CEO of SunTrust Bank North Florida". Both University and Contractor will negotiate in good faith to achieve agreement on the amount of the revenue share through this resolution process before either Party may pursue other available administrative or judicial remedies.

For purposes herein, the "appropriate University authority" will be the Director of Business Services of the University or his or her designee responsible for the administration of this Agreement on the University's behalf and the "appropriate Contractor authority" will be the V.P., Retail Banking and FSU Relationship Manager or his or her designee responsible for the administration of this Agreement on Contractor's behalf.

\$0.35 per Foreign ATM Transaction (non-SunTrust ATM)

- b. For each calendar month of the Agreement during School Year II (2011-2012), Contractor will pay the University:

1.2% of average monthly balance of FSUCard accounts linked to a SunTrust student checking account; payments will be monthly in arrears by the 15th of the following calendar month.

\$0.35 per Foreign ATM Transaction (non-SunTrust ATM)

### 3. Interchange and Interest:

- a. Additionally, beginning in School Year (2011-2012) (Payment from Contractor to University (due July 1, 2011) Contractor will pay University 30% of Interchange (MasterCard Prepaid Usage)

10% Share of Interest Income (Calculated monthly net interest that SunTrust will earn on the monthly balance for all prepaid funds held in the University Commercial Account)

All of the above indicated monthly payments shall continue for the duration of the Agreement; payments will be monthly in arrears by the 15<sup>th</sup> of the following calendar month

D. Effect of Termination of Agreement on Financial Arrangements:

1. Effective as of the effective date of any termination of the Agreement, Contractor's obligation to pay University fees, income, funds and other financial support, as set forth in the Agreement, including **Attachment A**, will end.
2. Additionally, within thirty (30) days of any termination of the Agreement occurring during the first six (6) months of a particular School Year (which runs from July 1<sup>st</sup> – June 30<sup>th</sup>), University will refund to Contractor fifty percent (50%) of the annual Marketing/Production Fees for that School Year. For example, if the Agreement is terminated effective September 1, 2011 and Contractor paid University \$100,000 in Marketing Fees and \$45,000 in Card Production Fees on July 1, 2011 for School Year 2 (2011-2012), University will refund to Contractor \$50,000 in Marketing Fees and \$22,500 in Card Production Fees for School Year 2. If the Agreement is terminated effective on or after January 1<sup>st</sup> of any School Year, then University will not owe Contractor a refund of any Marketing/Production Fees for that particular School Year.

Except as provided in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seal on the dates written below.

**THE FLORIDA STATE UNIVERSITY.**

For and on behalf of the Florida State University Board of Trustees

BY:

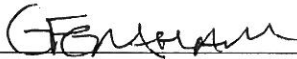
  
**JOHN R. CARNAGHI**

Vice President for Finance and Administration

10/28/11

Date

Attest:

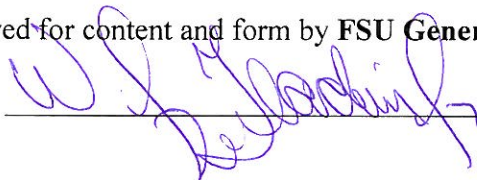


10/28/11

Date

Reviewed for content and form by **FSU General Counsel**

Name:

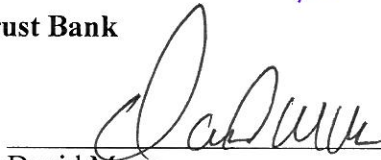


Date:

24 Oct 11

**SunTrust Bank**

BY:

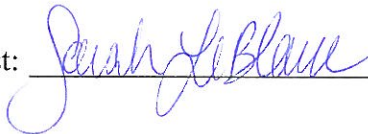
  
David Mann

Chairman, President & CEO, SunTrust Bank, North America Administration

10-22-11

Date

Attest:



10/22/11

Date



## Memorandum

**TO:** David Coburn, Interim Vice-President of Finance and Administration

**THROUGH:** Eric Algoe, Associate Vice President of Finance and Administration *EAL*

**FROM:** Harvey Buchanan, Jr., Director of Office of Business Services *H*

**DATE:** May 2, 2013

**RE:** SunTrust Amendment #2

Enclosed, please find two (2) original copies of Amendment Two to the Agreement between SunTrust Bank and The Florida State University. This Amendment has been signed by FSU General Counsel and includes the following:

1. This Amendment #2 changes the initial term of this agreement to ending June 30, 2018, and any renewal term from July 1, 2018 to June 30, 2020.
2. This Amendment #2 changes the Termination for Convenience to at least one hundred eighty (180) days prior to written notice of termination from one hundred twenty (120) days prior to written notice of termination.
3. This Amendment #2 revises Amendment #1 as follows:

	<b>Original Contract FY 2012</b>	<b>Amendment #1 FYI 2013</b>	<b>Amendment #2 FYE 2014</b>
Lump Sum Payment			\$ 170,000
Marketing	\$ 100,000	\$ 25,000	--
New Cards	\$ 45,000	\$ 20,000	--
Fee on Avg Balance	\$ 510,000	\$ 127,500	--
\$.35/Foreign ATM Trans	\$ 49,260	\$ 49,260	\$ 49,260
Office Rent	\$ 29,440	\$ 29,440	\$ 29,440
<b>Total Revenue</b>	<b>\$ 733,700</b>	<b>\$ 251,200</b>	<b>\$ 248,700</b>

Except as provided in this Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

Please feel free to contact me if you have any questions.



**AMENDMENT NUMBER TWO TO  
SUNTRUST BANK  
AND  
FLORIDA STATE UNIVERSITY  
AGREEMENT**

**THIS AMENDMENT NUMBER TWO** (the "Amendment") is entered into between SUNTRUST BANK ("Contractor" or "SUNTRUST") and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of the Board of Trustees, a public body corporate of the state of Florida ("FSU" or "University") and is effective as of the last date signed. FSU and SUNTRUST may be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS**, UNIVERSITY and SUNTRUST are parties to an Agreement dated December 23, 2010 ("Agreement"), whereby SUNTRUST provides high quality and up-to-date financial services to the FSU Card; and

**WHEREAS**, the parties entered in to Amendment One dated October 28, 2011; and

**WHEREAS**, UNIVERSITY and SUNTRUST wish to amend said Agreement under the following terms and conditions; and

**NOW THEREFORE**, the Parties do hereby agree as follows:

**I.** The following terms and provisions of the original Agreement shall be deleted in their entirety:

2. A. Term.

AND replaced by

2. A: Term. The commencement date of the Initial Term of this Agreement will be July 1, 2010 and the Initial Term will have an ending date of June 30, 2018, unless this Agreement is sooner terminated under any of the provisions herein. Upon mutual written agreement of the Parties, the Parties may renew this Agreement for an additional two (2) year term commencing on July 1, 2018 and ending on June 30, 2020 ("Renewal Term");

2. B. Termination for Convenience.

AND replaced by

2. B. Termination for Convenience. After the first year of the Initial Term of this Agreement, either Party may terminate this Agreement for any reason or no reason upon providing the other Party with at least one hundred eighty (180) days prior

written notice of termination.

**II.** Attachment A. SunTrust Services, Commission Summary chart, in the original Agreement (page 16) is deleted in its entirety and replaced with the following Amended Commission Summary chart.

<b><u>Amended Commission Summary</u></b>				
<b><u>Annual</u></b>	FYE	FYE	FYE	FYE
				2013 – 2014 2014 – 2015 2015 – 2016 2016 – 2017 2017 - 2018
	2010-2011	2011-2012	2012 -2013	
Cash Payment				\$170,000
Marketing	\$100,000	\$100,000	\$25,000	N/A
New Card Production fee	\$45,000	\$45,000	\$20,000	N/A
Security Installation Rebate	\$50,000	\$ -	\$ -	N/A
<b><u>Monthly</u></b>				
Average month Balance of FSUCards Linked to SunTrust	1.20%	.30%	.30%	N/A
Foreign ATM (non-SunTrust) (per Transaction)	\$0.35	\$0.35	\$0.35	\$0.35
MasterCard Prepaid Usage				
Interchange	0%	30%	30%	TBN
Share of Interest income	\$ -	10%	10%	TBN

\* TBN – To Be Negotiated

**III.** Provisions to Amendment One shall be modified as follows and shall be effective July 1, 2013:

1. C. Income Guarantees, 1. Marketing/Production Fees, c. shall be deleted in its entirety:

AND replaced by

C. Income Guarantees, 1. Marketing/Production Fees

c. School Year 3 (2012-2013) Payment from Contractor to University (due July 1, 2012):

Marketing:	\$25,000
New Card Production Fees:	\$20,000

2. C. Income Guarantees, 1. Marketing/Production Fees, d. shall be added

d. School Year 4 (2013-2014) and every Agreement year thereafter Contractor will pay One Hundred Seventy Thousand Dollars (\$170,000) to the University on July 1 of each Agreement year.

3. C.2. Revenue Share. Shall be deleted in its entirety.

AND replaced by

C.2. Revenue Share. SUNTRUST will pay thirty-five cents (\$.35) per each foreign ATM transaction (non-SUNTRUST ATM) on a monthly basis no later than the 15<sup>th</sup> day following the month of the ATM activity.

4. C.3. Interchange and Interest: shall be deleted in its entirety:


AND replaced by

C.3. Interchange and Interest: Both parties agree that if in the future Interchange and interest become viable, negotiations will be held to come to terms on shared revenues.

Except as provided in this Amendment Two, all other terms and conditions of Amendment One and the original Agreement dated December 23, 2010 and Amendment One dated October 28, 2011 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hand and seal on the dates written below.

**THE FLORIDA STATE UNIVERSITY, BOARD OF TRUSTEES**

BY:  5/7/13  
Date  
Interim Vice President for Finance and Administration

Attest:  5/7/13  
Date

Reviewed for content and form by **FSU General Counsel**

Name:  Date: 1 May 13


Reviewed for content and form by **FSU Purchasing**

Name: NA Date: 5-1-13

**SUNTRUST BANK**

By:  4/22/2013  
Date

**Brett R. Wertz, Georgia/North Florida Branch Banking Division Executive**

Attest:  4/22/13  
Date

**AMENDMENT NUMBER THREE  
TO AGREEMENT BETWEEN  
FLORIDA STATE UNIVERISTY BOARD OF TRUSTEES AND SUNTRUST BANK**

**THIS AMENDMENT NUMBER THREE** (the “Amendment”) is entered into between the Florida State University Board of Trustees, a public body corporate of the State of Florida acting for an on behalf of Florida State University, its successors and assigns, with an address of Suite 214, Westcott, Florida State University, Tallahassee, Florida 32306 (hereinafter referred to as “FSU” or “University”), and between SunTrust Bank (hereinafter referred to as “Contractor” or “SunTrust”) and is effective as of July 1, 2016. FSU and SunTrust may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, University and SunTrust are parties to an Agreement dated December 23, 2010 (“Agreement”), as amended by Amendment Number One, dated October 28, 2011, and Amendment Number Two, dated May 7, 2013, whereby SunTrust provides high quality and up-to-date financial services to the FSU Card; and

WHEREAS, wish to amend said Agreement to reflect changes to federal and state law since commencement of this Agreement; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

- I. Paragraph 3.B. of the Agreement shall be deleted in its entirety and replaced with the following:

**3. TERMINATION FOR CAUSE**

- B. This Agreement may be unilaterally canceled by University for any of the following:

1. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.
2. **Public Records, Contract for Services.** To the extent that Contractor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
  - (a.) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b.) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

- (d.) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency in a mutually agreed to format.
- (e.) If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.
- 3. **Complaints.** University receives excessive student complaints against SunTrust regarding the student checking account fees charged by SunTrust and complaints that the fees imposed are not consistent with prevailing market rates at other financial institutions.
- 4. **Fees.** University determines that SunTrust's fees assessed to students under the student checking account linked to the FSUCard are not consistent with or are above prevailing market rates.

II. The following terms and provisions of the original Agreement shall be added to Paragraph 11 as follows:

## 11. GENERAL TERMS

### A. Contractor Responsibilities

(8) In compliance with Department of Education regulations, SunTrust agrees:

- (a) It shall not automatically open (or re-open) an account without the student customer's consent and informing student customer of Terms and Conditions of the student FSUCard checking account; and
- (b) It shall not charge any fees to student customer for opening accounts or initially receiving or validating an access device; and
- (c) It shall not charge students a service fee or other surcharge for in-network SunTrust ATM transactions involving the student FSUCard checking account ; and
- (d) It shall provide convenient locations as mutually agreed upon by both parties for in-network surcharge-free SunTrust ATM access; and
- (e) It shall ensure that the financial accounts or access devices associated with the FSUCard checking account are not marketed or portrayed as, or converted into, credit cards; and
- (f) It shall provide University with an annual report including the total number of students with accounts and total compensation; and
- (g) It shall review annually student complaints concerning the SunTrust FSUCard checking account and develop action plans to address any mutually identifiable substandards; and
- (h) It represents and warrants that its services and programs, including but not limited to its ATMs and other electronic and information technologies, are accessible to all students with student checking account linked to the FSUCard, including those with disabilities, in compliance with federal and state anti-discrimination laws.

### B. University Responsibilities

(e) In compliance with Department of Education regulations, University agrees:

- i. It shall conspicuously display a URL linking to the SunTrust Agreement posted on a University webpage and provide an up-to-date URL for the Agreement to the Department of Education Secretary; and
- ii. It shall post additional information at the URL, including monetary and non-monetary compensation generated under this Agreement, the number of students having open accounts with Bank under this Agreement; and
- iii. It shall perform at least every two years a review of this Agreement to ensure it remains in the best interest of the students, including a review of market pricing and Bank's ATM locations and fees; and
- iv. It shall review annually student complaints and develop action plans to address any mutually identifiable substandards.

III. Paragraph 11.C. referring to Confidential Information shall be deleted in its entirety, relabeled as 11.D. and replaced with the following:

#### 11. GENERAL TERMS

**D. Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.

IV. Paragraph 11.E. shall be added to the Agreement as follows:

#### 11. GENERAL TERMS

##### **E. Florida State University's Data.**

1. To the extent Contractor shall have access to, use of Florida State University's data, it agrees to the provisions of this Section. "Data means any and all electronic or other information that is in the FSU's possession and control, and any and all such data that has been disclosed to Contractor. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against FSU in a civil lawsuit (e.g., data subject to attorney – FSU or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit Florida State University (e.g., the Family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as



sensitive, proprietary, or confidential. **NOTE: FSU agrees that only non-flagged directory information can be shared with SunTrust prior to consent to open an account associated with the student checking account linked to the FSUCard. No Social Security Number (SSN) can be shared prior to selection of the account.**

2. **Prohibition of Unauthorized Use of Data.** Contractor agrees to hold data in strict confidence. Contractor shall not use or disclose data received from or on behalf of Florida State University except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by FSU. Similarly, Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FSU.
3. **Security Standards.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times under the following standards:
  - (a) Network Security. Contractor shall at all times maintain network security that includes, at a minimum: network firewall provisioning, and intrusion detection. Contractor shall also maintain network security that conforms to one of the following:
    - i. Those standards that Florida State University applies to its own network, as found at [www.its.fsu.edu](http://www.its.fsu.edu);
    - ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
    - iii. Any generally recognized comparable standard that Contractor applies to its own network.
  - (b) Data Security. Contractor shall protect and maintain the security of data with protection that is at least good as or better than that maintained by Florida State University. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
  - (c) Data Transmission. Contractor shall ensure that any and all transmission or exchange of data with Florida State University and/or other parties expressly designed by Florida State University shall take place via secure means, e.g. HTTPS or FTPS.
  - (d) Data Storage. Contractor shall ensure that any and all data will be stored, processed, and maintained solely on designed target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
  - (e) Data Encryption. Contractor shall store all backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.
  - (f) Return or Destruction of Data. Upon cancellation, termination, expiration, or other conclusion of the Contract, Contractor shall erase, destroy, and render unreadable all data, including copies, in possession of Contractor, its subcontractors and agents and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the request of FSU, whichever shall come first.

- (g) Notification of Network or Data Breach. Contractor shall immediately report in writing to FSU any network breach and/or use of FSU data not authorized by the Contract, including any reasonable belief that unauthorized access to the data has occurred. Contractor shall make the report to FSU not less than two (2) business days after Contractor reasonably believes there has been such unauthorized use of FSU data. Contractor's report shall identify: (i) the nature of the unauthorized use of FSU data; (ii) the network element(s) and/or data used or disclosed; (iii) who made the unauthorized use or received the unauthorized FSU data; (iv) what Contractor has done, or shall do, to mitigate any negative effect of the unauthorized FSU data; and, (v) what corrective action Contractor has taken, or shall take, to prevent future unauthorized use of FSU data.

Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification ("Notification Event"). FSU may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Contractor shall reimburse FSU for the cost of providing such notification. Contractor further agrees to provide, or to reimburse FSU for its costs in providing, any credit monitoring or similar services that are necessary as a result of any Network or Data Breach.

Except as provided in this Amendment Three, all other terms and conditions of Amendment One and the original Agreement dated December 23, 2010 and Amendment One dated October 28, 2011 remain unchanged and in full force and effect.

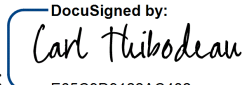
**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date first set below above

THE FLORIDA STATE UNIVERSITY BOARD  
OF TRUSTEES, a public body corporate, acting for  
and on behalf of THE FLORIDA STATE  
UNIVERSITY

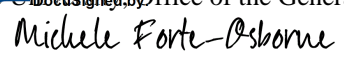
DocuSigned by:  
  
Signature: \_\_\_\_\_  
Name: kyle clark

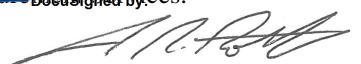
Title: Vice President for Finance and Administration  
Date: 7/21/2016 | 8:20 AM EDT

SUNTRUST BANK

DocuSigned by:  
  
Signature: \_\_\_\_\_  
Name: Carl Thibodeau

Title: SVP, Consumer Checking Products  
Date: 7/18/2016 | 11:55 AM EDT

Approved as to form and legality on behalf of Florida  
State University, Office of the General Counsel.  
By:   
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Approved on behalf of Florida State University  
Procurement Services.  
By:   
D655CB43CC5C48A...

**FOURTH AMENDMENT EXTENDING THE TERM  
OF THE EXISTING AGREEMENT BETWEEN  
FLORIDA STATE UNIVERSITY AND SUNTRUST BANK**

This Fourth Amendment extending the Agreement entered into by and between Florida State University Board of Trustees, a public body corporate of Florida, acting for and on behalf of the Florida State University ("University" or "FSU") and SUNTRUST BANK, ("Contractor" or "SUNTRUST"), collectively ("Parties"), states as follows:

**WHEREAS**, FSU and SUNTRUST are parties to an Agreement effective December 23, 2010, whereby SUNTRUST provides high quality and up-to-date financial services to the FSU Card; and

**WHEREAS**, the Parties entered into an Amendment One dated October 28, 2011; and

**WHEREAS**, the Parties entered into Amendment Two dated May 7, 2013, extending the Initial Term of the Agreement until June 30, 2018, and providing for an additional two (2) year renewal ending on June 30, 2020; and entered into Amendment Three on July 7, 2016 to revise public record language: and

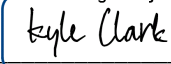
**WHEREAS**, the Parties have determined that it is in their best interests to exercise the renewal; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. Pursuant to Section 2.A of the Agreement, the Parties agree to renew the Agreement effective July 1, 2018 through June 30, 2020.
2. Further Section 2.B. of the Agreement shall be deleted in its entirety, and replaced with the following:  
  
2.B. Termination for Convenience. After the first year of the Initial Term of this Agreement, either Party may terminate this Agreement for any reason or no reason upon providing the other Party with at least ninety (90) days prior written notice of termination.
3. Except as otherwise provided in this Amendment, all other terms and conditions of the Agreement as previously amended remain unchanged and in full force and effect.

**IN WITNESS THEREOF**, the duly authorized officers of FSU and SUNTRUST have executed this Amendment.

THE FLORIDA STATE UNIVERSITY BOARD  
OF TRUSTEES, a public body corporate, acting for  
and on behalf of THE FLORIDA STATE  
UNIVERSITY

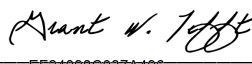
DocuSigned by:  
  
Signature: \_\_\_\_\_  
D7825651A83749B...

Name: Kyle Clark

Title: Vice President for Finance and Administration

Date: 6/5/2018 | 2:29 PM EDT

SUNTRUST BANK

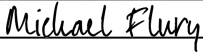
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Signature: \_\_\_\_\_  
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Name: Grant W. Tefft

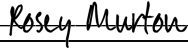
Title: SVP, LOB Manager

Date: 5/22/2018 | 3:22 PM EDT

Approved as to form and legality on behalf of Florida  
State University, Office of the General Counsel.

By: DocuSigned by:  
  
C8FADBB94DF3492...

Approved on behalf of Florida State University  
Procurement Services.

By: DocuSigned by:  
  
024C06716528405...

**THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES  
AND SUNTRUST BANK**

**AMENDMENT NO.: 5**

**ITN 5376-A, Financial Services to the FSUCard**

**THIS FIFTH AMENDMENT** ("Amendment") of the Agreement entered into by and between **Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of The Florida State University, (hereinafter "University" or "FSU") and TRUIST BANK, successor in interest to SUNTRUST BANK, (hereinafter "Contractor" or "TRUIST") is effective on the date signed by both FSU and Contractor (the "Effective Date"). Any addenda underlying this Amendment are attached hereto and are incorporated in their entirety by reference herein.

**WHEREAS**, SUNTRUST BANK ("SUNTRUST") was awarded ITN 5673-A, FSU and SUNTRUST entered into an Agreement effective December 23, 2010, whereby SUNTRUST provides high quality and up-to-date financial services to the FSU Card; and

**WHEREAS**, the Parties entered into an Amendment One dated October 28, 2011; and the Parties entered into Amendment Two dated May 7, 2013, revising the Initial Term of the Agreement to June 30, 2018; and

**WHEREAS**, the Parties entered into Amendment Three on July 7, 2016 to revise public record language, and entered into Amendment Four July 5, 2018, renewing the Agreement until June 30, 2020; and

**WHEREAS**, on December 7, 2019, SUNTRUST merged with and into BRANCH BANKING & TRUST COMPANY ("BB&T") whereby BB&T assumed all rights and liabilities of SUNTRUST including the Agreement, and, following the merger, BB&T changed its name to TRUIST; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. Pursuant to Section 2.A of the Agreement, the Parties agree to renew the Agreement from July 1, 2020 through June 30, 2021.
2. Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times in accordance with standards prescribed within FSU's Information Security and Privacy Standard Terms and Conditions at <https://fla.st/ITS-ISPO-Addendum>.

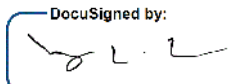
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first set below above.

**FSU:**

**CONTRACTOR:**

THE FLORIDA STATE UNIVERSITY BOARD  
OF TRUSTEES, a public body corporate, acting for  
and on behalf of THE FLORIDA STATE  
UNIVERSITY

TRUIST BANK

Signature:    
D7825651A83749B...

Signature:    
6EEF59C39CF0418...

Name: Kyle Clark

Name: Brantley J. Standridge  
Christyne Albury

Title: Vice President Finance and Administration

Title: Group Vice President Corporate Real Estate Head of Retail Community Banking

Date: 6/3/2020 | 1:46 PM EDT

Date: 6/23/2020 | 8:34 AM EDT