

**NASPO VALUE POINT
PARTICIPATING ADDENDUM
(BANKCARD)**

This NASPO Value Point Application and Participating Addendum (this "**Participating Addendum**" or this "**Addendum**") sets forth the terms and conditions upon which the undersigned Participating State (together with all of its agencies and related subdivisions, collectively, the "**Participating State**") may participate in the commercial card services program (the "**Program**") established pursuant to the Amended and Restated Cooperative Purchasing Master Agreement No. 00719/0089 dated as of January 1, 2021 (as amended, supplemented or otherwise modified, the "**Master Agreement**"), between Enterprise Services acting by and through the State of Washington ("**Enterprise Services**") and U.S. Bank National Association ("**U.S. Bank**" or "**Contractor**"). This Addendum shall become effective on the date entered above the signature block of the last party to sign (the "**Effective Date**").

AGREEMENT

1. Product Selection.

Please Select One or More Products		
<input checked="" type="checkbox"/> Corporate Travel & Expense Accounts	<input checked="" type="checkbox"/> Purchasing Accounts	<input checked="" type="checkbox"/> One Card™ Accounts
<input checked="" type="checkbox"/> Corporate Liability <input checked="" type="checkbox"/> Joint and Several Liability <input checked="" type="checkbox"/> Contingent Liability	Only Corporate Liability	Only Corporate Liability
Estimated Annual Charge Volume	Estimated Annual Charge	Estimated Annual Charge Volume
\$ _____	\$71,000,000.00	\$2,000,000.00
Benefits*	Benefits*	Benefits*
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none"> • \$500,000 Standard Account • \$1,000,000 Executive Account 	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none"> • \$250,000 Standard Account • \$1,000,000 Executive Account
Optional Enhancements	Optional Enhancements	Optional Enhancements
Event Planner account** Managed Spend account** Central Billing account**	Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Central Billing account

* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

** Available only as Corporate Liability

2. Definitions. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Master Agreement.

3. **Term.** The term of this Addendum (the “**Term**”) shall commence on the Effective Date of this Addendum and shall be in effect until December 31, 2025. The Participating State and U.S. Bank shall have the option to extend this agreement for two (2) additional years upon mutual agreement. Notwithstanding anything to the contrary, this Agreement shall end on the termination date of the Master Agreement unless this Addendum is terminated earlier in accordance with the Master Agreement. Notwithstanding any provision to the contrary, this Addendum shall not be exclusive.
4. **Purchasing Entities.** Entities seeking to join the Program as “Purchasing Entities” under this Addendum must be credit approved by U.S. Bank and otherwise accepted and approved for participation under this Addendum by U.S. Bank by completing a Card User Agreement in form and substance acceptable to U.S. Bank and any other documentation deemed necessary by U.S. Bank.
5. **State Agencies.** State Agencies may participate under this Addendum provided that such State Agencies are authorized for participation by the Participating State. By authorizing participation of a State Agency, the Participating State agrees to be liable for each State Agency’s performance of the terms and conditions of this Addendum, including for all Obligations incurred under the Program by any Account holder designated by Participating State or such State Agencies. State Agencies may, at the Participating State’s election, be eligible to earn a rebate for its performance in accordance with the terms and conditions of this Addendum.
6. **Notices.** The parties will make all notifications, consents, or approvals required under this Participating Addendum in writing, unless otherwise expressly stated to the contrary. The parties will deem any required notices given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service to either of the addresses indicated below.

To Participating State:

State of Idaho, Division of Purchasing
 650 W. State Street, Rm 100
 Boise, ID 83702
 Contract.Admin@adm.idaho.gov

To U.S. Bank:

U.S. Bank National Association
 Corporate Payment Systems
 Mail Code EP-MN-A17S
 901 Marquette Ave.
 Minneapolis, MN 55402, U.S.A.
 Attn: CPS Contract Manager

7. **Governing Law and Venue.** The laws of the state of Idaho and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before a state or federal court in the city of Boise, Idaho.
8. **Entire Agreement; Incorporation.** This Addendum and the Master Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter contained herein, and cancels or supersedes all other previous communications, representations, or agreements, whether oral or written, in respect thereof. The following are incorporated herein by reference as if set forth at length:

Appendix A – State Specific Terms and Conditions
The Master Agreement

In the event of a conflict between the terms and conditions set forth in this Addendum and/or applicable law, the conflict shall be resolved by giving precedence to the following documents in the following order:

1. This Addendum, without reference to Appendix A
2. Appendix A – State Specific Terms and Conditions
3. Master Agreement

- 9. Authorization and Execution.** This Participating Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Participating Addendum, or reproductions thereof, will be deemed to be original counterparts.

STATE	U.S. BANK
DATE: _____	DATE: _____
State of Idaho Name of Participating State	U.S. Bank National Association
_____ (Signature of Authorized Individual)	_____ Brad Hoffelt
_____ (Printed Name of Authorized Individual)	_____ Senior Vice President
_____ (Printed Title of Authorized Individual)	_____

Appendix A**STATE SPECIFIC
TERMS AND CONDITIONS**

1. Assignment: No contract or any interest therein shall be transferred by the Contractor without the express written approval of the Administrator of the Division of Purchasing and the Board of Examiners. Transfer of a contract without approval shall cause the annulment of the contract so transferred at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State.
2. Severability; No Waiver of Jury Trial: In the event any term of this Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Addendum will remain in full force and effect. Participating State does not consent to any waiver of its right to its jury trial.
3. Subcontracting: Contractor shall not subcontract any portion of the Master Agreement without the express written consent of the Participating State. This section does not apply to delegations as described in Section 17.24 of the Master Agreement.
4. Modification of Services and Fees: Participating State may terminate this Addendum or the use of any service under this Addendum by providing written notice to Contractor no more than thirty (30) days after the Participating State's receipt of notice of fee or service modifications.
5. Setoff, Debit, and Security Interests: Participating State does not have authority to grant and does not grant a right of setoff, a right to debt any funds held on behalf of Participating State, or a security interest in funds held on behalf of Participating State.
6. Taxes: Participating State is generally exempt from payment of taxes pursuant to Idaho state statute and a permanent authority from the District Director of the Internal Revenue Service. Participating State will provide exemption certification to Contractor upon written request. Contractor is solely and absolutely responsible for the payment of all applicable taxes described in the Master Agreement.
7. No Effect of Additional Terms and Conditions: In addition to Section 4.1(g) of the Master Agreement, Participating State shall not be bound by any terms and conditions that conflict with the terms and conditions of this Addendum.
8. Payment: Participating State does not have the authority to agree to any term imposing a payment obligation, including the rate of interest for late payments, less favorable than the obligations set forth in Idaho Code section 67-2302, which states that all bills shall be accepted, certified for payment, and paid within sixty (60) calendar days of receipt of billing.
9. Reports: For the term of this Addendum and the twelve (12) calendar months immediately thereafter, Contractor shall provide or make available to Participating State and Purchasing Entities reports that are available currently and in the future through U.S. Bank's Access Online system.
10. No Personal Liability: Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Participating State be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, either the Master Agreement or this Addendum, express or implied.
11. Personal Information Concerning Participating State Employees: (a) The disclosure of personal information concerning Participating State's employees without the employee's permission is prohibited. Waiver of this statutory protection may not be required as a condition of employment. Prohibited disclosures include social security numbers, driver's license numbers, and home address and personal telephone numbers. Unless a specific federal statute preempts Idaho Code, Participating State cannot require state employees to provide personal information to Contractor, or to other financial institutions or contractors. Notwithstanding the foregoing, should Contractor reasonably require personal information of Participating State's Cardholders or other employees, Participating State shall obtain the Cardholder's

or other employee's permission to disclose such personal information to Contractor. To the extent such personal information is reasonably required by Contractor, failure to provide such personal information may affect Contractor's ability to provide the Program to the Participating State and any applicable Cardholders. The term "personal information" shall include any and all information disclosed by Participating State, Cardholder, or Cardholder's employee to Contractor pursuant to this Addendum verbally, electronically, visually, or in a written or other tangible form, as defined in Idaho Code section 28-51-104(5), or which is otherwise not subject to disclosure under Idaho Code section 74-106(1).

(b) Contractor shall not disclose, publish, release, transfer or otherwise make available such personal information except to the extent necessary to underwrite the Program or otherwise establish credit limits for particular Cardholders. To the extent required, Contractor's internal disclosure of personal information shall be only to those employees or agents having a need to know such information in connection with this Addendum. Contractor shall promptly notify the Participating State of any unauthorized disclosure or use of personal information by any person or by breach of the security of any system containing personal information. For the purposes of this Addendum, the definition of "breach of the security of the system", set forth in Idaho Code section 28-51-104(2) shall trigger the requirement to promptly notify the Participating State and for Contractor to comply with the requirements of Idaho Code section 28-51-105. Contractor recognizes that the unauthorized disclosure of such personal information would cause irreparable injury to the impacted state of Idaho employee and, therefore, the employee, the employee's state of Idaho agency employer, and the Participating State shall be entitled to injunctive relief in addition to any other remedy, including claims for damages and attorneys' fees.

12. Limitation on Time to Bring a Claim: Any term within the Master Agreement that limits the time a party has to enforce its rights to a time shorter than provided by Idaho law is void.

13. Certification Concerning Boycott of Israel: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

14. Distribution of Rebate/Incentive Share Payments: Notwithstanding Section 6 of Exhibit B to the Master Agreement, Contractor shall send rebate/incentive share payments from all Purchase Cards issued under this Addendum to Participating State or participating State Agencies directly to Participating State at the address listed in Section 6 of this Addendum (Notices) within sixty (60) days after the completion of the applicable quarter in accordance with the Master Agreement. Contractor shall provide rebate/incentive share payments from all other Commercial Card Products or services directly to the corresponding Purchasing Entity or State Agency within sixty (60) days after the completion of the applicable quarter in accordance with the Master Agreement.