WHEREAS the business identified below (Merchant) provides goods and/or services to students, faculty, staff and their guests at Indiana University (University); and
WHEREAS University operates a campus expense management program (CampusAccess Card Account Program) which allows Customers to pre-pay for goods and services at or near the University through the use of a CampusAccess Card; and
WHEREAS Merchant wishes to participate in the CampusAccess Card Program and to accept CampusAccess Cards presented by Customers in payment for goods and/or services; University and Merchant agree to enter into this Agreement under the terms and conditions set forth herein.

The words “we,” “our,” and “us” mean Indiana University. “You” and “your” mean the Merchant named below, located at or near University. “CampusAccess Card” and “Card” mean any card issued by us bearing the name, “Indiana University” and “CampusAccess.” “Customers” means the persons whose name and photograph are displayed on the face of the Cards. “Transactions” means purchases made with the Card. This Agreement applies to the acceptance of pre-paid declining balance CampusAccess cards by you.

You agree to accept the Card at your locations identified in Exhibit A (Establishment(s), in payment for allowed purchases of goods and services made by Customers.

I. TERM AND TERMINATION

This Agreement shall commence on this day of , 2013 and shall terminate on , 2014 (“Initial Term”) unless sooner terminated or extended as provided herein. After the expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis (“Renewal Term”) unless terminated by either party upon thirty (30) days written notice to the other party.

Notwithstanding the foregoing, both University and Merchant shall have the right to terminate this Agreement at any time during the Initial Term by providing the other party with thirty (30) days prior written notice of such termination. Termination pursuant to this provision shall be effective thirty (30) days after the providing of such notice by the terminating party upon the non-terminating party. Except for our rights under the sections entitled “Payments,” “Disputed Transactions,” “Confidentiality” and “Indemnification,” which shall survive termination of this Agreement, in the event either party to this Agreement exercises its right to terminate this Agreement as herein provided, as of the date of termination, neither party shall have any further obligation or liability hereunder. Upon termination of this Agreement, you shall remove all CampusAccess Card Program identification.

If this Agreement has been in effect for a total of five years, the University reserves the right to review, renegotiate or terminate this Agreement. This review process should take place within 90 days of the fifth year anniversary date.
II. THE CAMPUSACCESS CARD ACCOUNT PROGRAM

A. Equipment and Data Lines   During the Initial Term and any Renewal Term, Merchant and University agree to the equipment and maintenance terms identified in Attachment 1 to this Agreement for continuous interface with the CampusAccess Card system. Merchant shall be responsible for replacement of leased equipment damaged through negligent, careless or rough usage. Merchant also agrees to furnish, at its cost and expense, analog dial-up telephone service or approved internet service for IP data connectivity as needed to interface with the system. Campus Card Services will establish an interface with system compatible equipment and program such equipment to work with the system for a one-time charge of $300 per reader.

B. Fees and Payment Terms   During the Initial Term and any Renewal Term, Merchant agrees to pay to University a service charge equal to 5% of gross CampusAccess Card transaction sales at Merchant's business (“Service Charge”) in the manner provided hereinafter.

On or about the fifteenth (15th) day of each month, University will remit to Merchant the aggregate amount of all CampusAccess Card transactions completed during the previous calendar month, less the Service Charge, based upon CampusAccess Card system records of activity. Merchant and University agree to meet, confer and act in good faith to reconcile accounts regarding any perceived discrepancies. Merchant may opt for weekly or bi-monthly payment with a $35.00 processing fee for each additional revenue distribution beyond the single, standard monthly payment. Notwithstanding the foregoing, University shall not be responsible or obligated to pay Merchant for any CampusAccess Card transactions which are prohibited hereunder, or which are processed by Merchant on a stolen or invalid CampusAccess Card.

In addition to the Service Charge and refunds, we shall be entitled to deduct, recoup and/or offset from payments to you the following amounts: (1) any losses we incur arising directly out of your failure to comply with any term or condition of this Agreement, and/or (2) any losses we incur with respect to any disputed Transaction as to which there is evidence of misconduct, fraud or tampering, by you or your staff. If we are unable to offset such amounts, you shall pay us promptly upon receipt of our invoice and supporting documentation (as determined in good faith by us).

Merchant assumes complete responsibility for all taxes and fees associated with the business covered under this Agreement.

C. Card Acceptance Procedures   Merchant will verify by visual inspection, prior to accepting a CampusAccess Card payment (or before delivering the product, in the case of deliveries) that: (1) the Card bears the name and logo of the University and has the photograph of the Customer who is presenting it; (2) the Card is not visibly altered or mutilated; and (3) the Transaction is completed by running the Card through the terminal and receiving electronic confirmation that the value (including all applicable taxes) was deducted from the amount recorded on the Card Account.
Merchant acknowledges and agrees that University shall not be liable for payment to Merchant for any CampusAccess Card transactions consummated by Merchant on a lost or stolen CampusAccess Card, it being expressly acknowledged and agreed by Merchant that Merchant shall be solely responsible for verifying the validity of any CampusAccess Card presented to Merchant in payment for Merchant’s goods.

You shall honor CampusAccess Card cards properly presented in accordance with this Agreement. When a Customer asks you what payment methods are accepted, you shall mention the CampusAccess Card. When a Customer makes or requests to make a purchase with the CampusAccess Card, you shall not try, in any way, to persuade the Customer to use any other payment method, except during times when the CampusAccess Card equipment is “off-line”.

Transactions occur only through deductions of value from a CampusAccess Card Account. These are not credit cards or charge cards. No other method of instituting Card Transactions will be valid. If there is a question or dispute about the volume, nature or amount of any Transaction, the CampusAccess Card computer system’s (System) records shall conclusively determine such issue, except in the event of evidence of tampering or fraud.

D. Off Line If at any time, the CampusAccess Card equipment at Merchant's location indicates an off-line status or otherwise is operating improperly, Merchant shall notify the Campus Card Services office immediately by telephone at 812-855-8711. If Merchant continues to accept CampusAccess Card payments while in an "off line" mode, then the University shall not make payment for any transaction which is later denied by the Campus Card Services office due to insufficient funds or because the card was invalid. In no event shall the University be liable for any losses, damages, claims, costs or expenses suffered or incurred by Merchant due to failure of the CampusAccess Card equipment or verification system to operate properly.

E. Receipts Merchant shall make a receipt available to a CampusAccess cardholder at the time the cardholder initiates a transaction with Merchant, which receipt shall include the amount of the transaction, the date, the account number, and the location and identity of the Merchant.

F. Refund Procedures When you give a refund to a Customer for a Transaction made with a Card, you must issue a refund to that Customer’s CampusAccess Card Account. You will not allow cash refunds. Refund Transactions can be entered at the terminal in accordance with our instructions. We will deduct the full amount of the refund, minus the applicable Service Charge, from your payment, and we will credit the full amount to the appropriate CampusAccess Card Account. If we are unable to deduct such amount from your payment, you must pay us promptly upon receipt of our invoice. You agree to issue refunds to CampusAccess Card Accounts only for Transactions made with that Card. Your refund policy for Transactions incurred with the Card must be at least as favorable as your refund policy for Transactions executed with other forms of payment. You shall disclose your refund policy to Customers at the time of the purchase and in a manner that complies with
applicable law.

G. Disputed Transactions Or Refunds   CampusAccess Card Transactions shall be treated like cash. There are no credit/billing/or chargeback mechanisms involved, and we do not enter into negotiations or mediations between Customers and Merchants regarding disputed Transactions. In the event a Customer inquires about a Transaction or a refund made at your Establishment, we will provide the Customer with any records we may have of the Transaction and will advise the Customer to contact Merchant directly. You agree to handle any inquiries from Customers regarding Transactions or refunds in good faith and in accordance with applicable local, state and federal laws, including but not limited to consumer protection regulations. University reserves the right to deduct losses arising from Transactions or refunds in which there is evidence of misconduct, fraud or tampering by you and/or your staff.

H. Prohibited Transactions   You shall not accept the Card for purchases of alcohol, tobacco, adult products, gift card or gift certificates nor for: cash advances, gambling services, gambling chips, gambling refunds, lottery tickets, sales made under a different name or business affiliation other than Merchant's, sales by third parties, or amounts which do not represent bona fide Transactions. Merchant shall not mark-up the purchase price or place any surcharges on goods purchased by the CampusAccess Card. If Merchant violates this Agreement by marking-up or placing a surcharge on goods purchased by the CampusAccess Card the University may terminate this Agreement if Merchant does not cure such violation within five (5) days after written notice thereof from Indiana University.

III. PERMITS AND AUTHORIZATIONS

Merchant shall, at its own cost, procure all permits, licenses, certificates, or other authorizations necessary to conduct the business covered under this Agreement.

IV. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between University and Merchant and neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any such relationship. Nonetheless, no acts performed or representations, whether oral or in writing, made by Merchant with respect to third parties will be binding on University.
V. ADVERTISING

Merchant shall not advertise or promote its business or operation through the use of University’s name or Marks as defined below in Section VI unless such advertising is reviewed and approved in advance by designated University personnel. Upon approval from University, Merchant may advertise for business covered under this Agreement. Upon execution of this Agreement by University and Merchant, University will apprise its students of their ability to purchase products from Merchant by utilizing their CampusAccess Card Account through the use of the CampusAccess Card. Thereafter, University will advertise and promote the business covered under this Agreement in conjunction with normal University Card Services advertising; provided, however, that University shall be obligated, upon notice by Merchant, to discontinue the publication of any advertising materials described hereunder to which Merchant reasonably objects, excepting any materials that have been previously reviewed and approved by Merchant. In any event, University agrees that it shall not continue to use any Mark of Merchant after University has been notified that such Mark is no longer in use by Merchant.

VI. TRADEMARK AND SERVICE MARKS

This Agreement does not give either party any rights of ownership or license to use the other party’s name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation (“Marks”), other than as expressly set forth herein or as specifically authorized in writing by the holder of the Mark. Neither party shall have the right to use, and shall not use, Marks of the other party to express or imply any endorsement of the other party’s goods or services. Where Merchant mentions the CampusAccess Card as a payment method, it may use our Marks in accordance with our instructions.

VII. CONFIDENTIALITY

We and you shall both keep confidential, to the extent permitted by law, and not disclose to any third party any confidential information received from the other that is not publicly available.

You agree that the Customers’ names and addresses and any Transaction details are the sole and exclusive property of the Customers and the University. You may not use or disclose any Customer’s name, address, Card number, Transaction details, or hardware and software descriptions except as provided in this Agreement.
VIII. NOTICES

Whenever any notice is required or permitted under this Agreement, such notice shall be in writing. Any notice or document required or committed to be delivered under this Agreement shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, when deposited in the United States Mail, postage pre-paid, Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set forth below or at such other addresses as have therefore been specified by written notice.

<table>
<thead>
<tr>
<th>Merchant</th>
<th>Indiana University</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Campus Card Services</td>
</tr>
<tr>
<td></td>
<td>1910 East 10th Street</td>
</tr>
<tr>
<td></td>
<td>Bloomington, IN 47405-2671</td>
</tr>
<tr>
<td>Location</td>
<td>CCS System Support: Brian Bartley</td>
</tr>
<tr>
<td></td>
<td>CCS Admin/Finance: Marla Fry</td>
</tr>
<tr>
<td>On-Site Representative</td>
<td>CCS Systems: Jeff Vonderschmidt</td>
</tr>
<tr>
<td>Administrative Contact Person</td>
<td></td>
</tr>
<tr>
<td>Administrative Contact Detail</td>
<td>Telephone: 812-855-8711</td>
</tr>
<tr>
<td>Address:</td>
<td>Fax: 812-855-4460</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Email: <a href="mailto:cacard@indiana.edu">cacard@indiana.edu</a></td>
</tr>
</tbody>
</table>
IX. NON-DISCRIMINATION

The Merchant, while performing activities required by this Agreement, shall not discriminate against any Campus Access Card Customer because of race, creed, sex, national origin, age, sexual preference, disability, or other circumstance in violation of federal, state, or local laws. The Merchant, including all employees and agents, agrees to abide by, and comply with, all federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination.

X. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its parent, subsidiaries, affiliates, licensees, successors and assignees from and against all damages, losses and expenses including, but not limited to, reasonable attorneys’ fees and costs, arising from any suit or claim arising or alleged to have arisen out of the indemnifying party’s actions or failure to act and/or in connection with the relationship established by this Agreement, including but not limited to the breach hereof. PROVIDED, HOWEVER, University’s obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the University.

XI. DEFAULT

If Merchant fails to observe or perform any covenants, conditions or provisions of the Agreement to be observed or performed by Merchant, and such failure shall continue for a period of thirty (30) days after written notice thereof from University to Merchant, then University may elect to terminate this Agreement by providing written notice thereof to Merchant. No delay or omission in the exercise of any right or remedy of University upon any default by Merchant shall impair such right or remedy or be construed as a waiver.

XII. COMPLIANCE WITH LAWS

Each party agrees to comply with all applicable laws, regulations and rules pertaining to their obligations under this Agreement.

XIII. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. Any lawsuit arising out of or connected with this Agreement shall be brought in the Circuit Court of Monroe County and the parties hereby consent to the jurisdiction of that Court.
XIV. ASSIGNMENT
Merchant shall not assign, mortgage, pledge or encumber this Agreement in whole or in part. In the event that Merchant is sold or leased, this Agreement will not be included as part of the transaction and this Agreement will automatically and immediately be terminated unless University agrees in writing to continue this Agreement with Merchant’s buyer or lessor.

XV. OTHER AGREEMENTS
This Agreement is separate and apart from any other agreements between Merchant and University. This Agreement shall in no way affect, supersede, interfere with, or otherwise impinge upon any obligations of Merchant and University pursuant to other agreements.

XVI. FORCE MAJEURE
University and Merchant agree that if, by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God or other unavoidable cause, either University or Merchant is unable to completely perform its obligations under this Agreement, that such nonperformance will not be considered a breach of this Agreement. If Merchant finds that it cannot completely perform under the terms of this Agreement, University must be immediately notified in writing as to the cause and expected duration of the nonperformance.

Notwithstanding the above, it is agreed that prolonged or frequent nonperformance under this Agreement may result in termination of this Agreement prior to expiration.

XVII. NO WAIVER
Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or conditions or any other term or condition of this Agreement.

XVIII. MODIFICATION
We have the right to modify the terms of this Agreement at any time upon at least thirty (30) days prior written notice to you. If the changes are unacceptable to you, and we continue to insist on making such changes after (i) you have provided us with written notice that such changes are unacceptable to you and (ii) a reasonable opportunity for both parties to resolve any differences they may have with respect to such changes has elapsed, then you may terminate this Agreement upon giving us forty five (45) days prior written notice of such termination.

XIX. SEVERABILITY
If any provision of this Agreement is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with the terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.
XX. CONFLICT OF INTERESTS

Private and non-profit corporations are bound by state statute regarding conflicts of interest by employees in the conduct of state agreements. A completed non-collusion certificate must accompany the signing of this Agreement.

XXI. ENTIRE AGREEMENT

This Agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof.

The undersigned hereby agrees to participate in the CampusAccess Card Program at University in accordance with the Terms and Conditions set forth above. The undersigned warrants and represents that the information provided is accurate and complete, and that he/she is duly authorized to execute this agreement for and on behalf of the Merchant.

By: ______________________________
    Printed Name

    ______________________________ Date: _________________________
    Signature

Title: ______________________________

By: Campus Card Service
    ______________________________ Date: _________________________
    Signature

Title: Associate Director
      Document Service Centers

By: Indiana University Treasurer’s Office
    ______________________________ Date: _________________________
    Signature

Title: ______________________________
Exhibit A

Merchant Locations

1) 

2) 

3) 

4) 

5) 

6) 

7) 

NON-COLLUSIVE CERTIFICATE

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this Agreement has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other Merchant (s) or with any competitor;

2. No attempt has been made or will be made by Merchant to influence any other person, partnership or corporation for the purpose of restricting competition and;

3. No employee, agent or consultant of Indiana University has received or will receive any payment or any other form of compensation from Merchant as a result of the execution of this Agreement.

Name: __________________________________

Signature: ______________________________

Title: __________________________________

Company: _______________________________

Date: ___________________________________