Smith, Dianne [BOARD]

From: Steinke, Gary W [BOARD]
Sent: Friday, October 05, 2007 2:11 PM
To: 'Clark Kauffman'
Cc: Sayre, Patrice [BOARD]; Evans, Thomas A [BOARD]; Saunders, Keith [BOARD]; Smith, Dianne [BOARD]; Campbell, Bonnie J.; Evans, Jack B.; Fry, Bobbi; Jenny Connolly; Lang, Craig A.; Maier, Jeana; Michael Gartner; Miles, David W.; Novak, Kristin; Robert Downer; Rose Vasquez ; Ruth Harkin; Waters, Sally
Subject: RE: Records
Attachments: ISU Response to Affinity Credit Cards-10.04.07.pdf; Appendices.pdf; JeffJohnsonLetter.pdf; Credit Cards & Students-2.doc

Clark,

After I received your e-mail, below, I called the Attorney General's office and the AG's staff who provide legal counsel to the Board regarding the need to turn over the documents you have requested prior to them being reviewed, formatted and sent to Board members. The AG has advised that the documents from the Universities are considered final documents as opposed to drafts and as such are subject to your open records request. I asked the Board legal staff to review the documents from the Universities that we currently have received to determine whether there is any information which may be redacted under the open records exceptions. They have advised that the records may be sent out.

Therefore, attached are the documents we have received from UNI and ISU which respond to the questions the Board Office asked for and which you have requested. We have not received the information from the University of Iowa, but we will forward it to you immediately upon receipt in this office, provided it is sent by 4:30 p.m. today. Our office closes at that time.

Gary Steinke
Executive Director/
Director of Public Affairs
Board of Regents, State of Iowa

Phone: 515-281-6426
Fax: 515-281-6420

From: Clark Kauffman [mailto:ckauffma@dmreg.com]
Sent: Friday, October 05, 2007 10:04 AM
To: Steinke, Gary W [BOARD]
Subject: Re: Records

Well, then we have a big problem! :)

I understand the desire to get the reports to the regents first, but state law is such that the agency — that is, the staff — needs to make the records available
when they are in hand, and not at some other time. And this is an issue that I think the editors — through me! — are going to *aggressively* pursue, in print and in communications with you.

So ... I hope you'll reconsider. I'll check back with you a bit later.

Clark

On 10/4/07 9:39 PM, "Steinke, Gary W [BOARD]" <gwstein@iastate.edu> wrote:

Clark,

Sorry we missed each other...

There is an issue with your request below. Once the information is received in the Board office it will be reviewed and formatted and sent to the Regents. The information will not be released publicly until the Regents have seen it. That is why I said earlier that as soon as it is electronically forwarded to the Regents, it will be posted on the website. That may be Friday, it may be early next week, I do not know. Also, the information from the universities is due in the Board office by close of business on Friday, so before you drive out to the office you may want to call to see if it is ready to be sent to the Regents.

I am not trying to be difficult, but we will take the time we need to be sure all of the information requested has been sent by the universities. If not, we will follow-up and the process will take a while longer. I simply never know what we will get and if follow-up will be necessary.

Gary

From: Clark Kauffman [mailto:ckauffma@dmreg.com]
Sent: Thu 10/4/2007 5:37 PM
To: gwstein@iastate.edu
Cc: Randy Evans
Subject: Records

Gary,

I did call earlier today and left a voice-mail message. Sorry we weren't able to connect.

As I said in my last e-mail, I'd like access to the universities' answers to the regents inquiries *as soon as they are received by the board staff.*

I understand the staff intends to post the information to the Web early next week, and that's fine. I have no problem with that, obviously.

But I'd still like the information *as soon as you have it in hand* -- which would be Friday, assuming you don't already have some of it right now. I can't imagine there would be any logistical problems associated with copying or just forwarding the documents to me as soon as they are received. There may be some other issues or considerations I'm not aware of, but I can't imagine what those might be.

I'll stop by the office tomorrow (Friday) and see what you have to share.

Clark Kauffman
Des Moines Register

cc: Randy Evans

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IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Office of the President
1750 Beardshear Hall
Ames, Iowa 50011-2035
515 294-2042
FAX 515 294-0565

Interoffice Communication

Date: October 4, 2007

To: Gary Steinke
Executive Director
Board of Regents, State of Iowa

From: Gregory L. Geoffroy
President

Re: Iowa State University response to Regents' information request regarding affinity credit cards

Enclosed please find Iowa State University's response to the Board of Regents' request for information regarding affinity credit cards. In addition to the responses to the questions, we are providing supportive materials in the form of appendices as part of the response document.

ISU Alumni Association President Jeff Johnson also wanted to respond directly to many of the issues involved and questions raised in media stories, and I have enclosed his letter as an attachment.

Please contact me if you have any questions or need any additional information.

IOWA STATE UNIVERSITY

RESPONSE TO REGENTS INFORMATION REQUEST

REGARDING AFFINITY CREDIT CARDS

1. **What relationships exist between the Alumni Association and the university?**

   - **Describe current relationships.**
   - **Do written agreements exist to define these relationships?**
   - **What information is shared between the two?**
   - **What are the financial benefits to the university? To the alumni association?**
   - **Are students members of the alumni association?**

ANSWER:

The Iowa State University Alumni Association (ISUAA) is a membership-based, 501(c)(3), non-profit organization whose mission is to engage the talents and resources of alumni, students, and friends in the life, work, and aspiration of Iowa State University. The ISUAA is the primary link between the university and its alumni and, as such, provides programming, publications, and other services directed toward alumni. The ISUAA also supports several student programs designed to foster lifelong connections with the university and to develop valuable student leadership skills.

With respect to the affinity card program, the current agreement with Bank of America (formerly MBNA) outlines the following relationships between the (ISUAA), Iowa State University (ISU), the ISU Department of Athletics (ISUDA) and Bank of America (BOA). (See Appendix A for the contract documents.)

- Iowa State University has granted the ISUAA a license to use certain approved trademarks in connection with the agreement (Fourth Amendment, Attachment #3).
- Section 6 of the Fourth Amendment states that neither ISU, ISUAA, nor any of their affiliate organizations, shall allow the university trademarks to be used to promote or endorse a competing financial product as defined in Section 4 of the Fourth Amendment.
- ISU and the ISUDA will work with the ISUAA and BOA to provide access to the marketing opportunities outlined in Attachment #2 of the Fourth Amendment, sections I. and II, which includes promoting the card program to fans at home football games and selected men's and women's basketball games, making public address announcements, and distributing take-one applications with various ticket mailings.
- The ISUAA and the ISUDA have a separate agreement, dated October 25, 2004, in which the ISUAA provides the ISUDA with a minimum of $287,200 over the course of the agreement to allow access to the marketing opportunities outlined in Attachment #2 of the Fourth Amendment.

Written agreements

All of these relationships are outlined in the documents included with this response in Appendix A.[1]

Information shared

Upon request, and in accordance with university guidelines and state and federal law, a student list is provided to the ISUAA from ISU. Also upon request, the ISUDA provides the ISUAA with a list of season ticket holders for football and men's and women's basketball.

Financial benefits to Iowa State University

The ISUDA will receive an average of $40,000 per year and a minimum of $287,200 from the ISUAA over the course of this agreement to allow access to the marketing opportunities outlined in Attachment #2, section II. (See also separate agreement dated October 25, 2004)

ISU received a $75,000 gift to go toward the Morrill Hall renovation project.

Financial benefits to ISUAA

The ISUAA will receive an average of $500,000 per year and a minimum of $3,590,000 in royalties over the life of this contract.

Additionally, BOA will pay the ISUAA $85,000 in sponsorship payments over the life of this contract.

Students members of the ISUAA

Students are eligible for membership in the ISUAA. While membership in the Student Alumni Association (SAA) has nothing to do with the credit card program, the ISUAA involves an average of 5,000 student members each year – making the SAA one of the largest student alumni membership programs in the country. SAA members do not receive additional mailings about the credit card program because of their SAA memberships.

2. **Please provide the university policy on sharing mailing lists (names, addresses, phone numbers, email addresses) and identify charges associated with providing the lists to:**

- **Alumni Association**
- **Outside vendors**
- **Other parties**

ANSWER:

Under federal law (Family Educational Rights and Privacy Act or FERPA) institutions may designate certain information to be treated as public information.

At ISU we designate the student's name, local address, phone number and campus e-mail address as directory information, unless the student has requested otherwise. This information is provided at cost to organizations or individuals, including the Alumni

[1] A copy of the documents has been provided to the *Des Moines Register*.

Association, who request the information. ISU's policy can be viewed at: http://www.iastate.edu/~catalog/2007-2009/geninfo/studentrecords.html.

The standard charge for students' names and address labels is $100. The Alumni Association pays $50. The Alumni Association is given a price break because of its performing a university-related function in reaching out to students prior to graduation.

ISU publishes both a paper and an on-line directory. Copies of the paper directory are available for purchase. Because these directories are publicly available, we treat directory information as public information *required* to be available under Iowa Public Records Law.

3. **a) What student information is provided to the card vendor? b) Is this information otherwise accessible, i.e. through FERPA? c) How are eligible students and parents notified of their rights under FERPA?**

ANSWER:

a) The ISUAA provides name, in-school address and phone number. Although BOA has regularly requested e-mail addresses, the ISUAA has not provided this information.

b) See Answer to 2, above.

c) ISU, in conformity with the law, sends out an annual notification of rights under FERPA. In addition, we have a notice of rights on the Registrar's homepage: http://www.iastate.edu/~registrar/info/ferpanotice.html.

4. **Describe how the alumni association selected the credit card vendor. Was the university a party to the selection?**

ANSWER:

The original 5-year agreement between the ISUAA and MBNA was signed on June 29, 1995 – an agreement which took the place of the previous agreement the ISUAA had with Intrust Bank of Wichita, KS. ISU was not a party to this original agreement or selection process. The ISUAA chose MBNA over 3 other companies who also responded to the ISUAA request for proposals.

In June 1999, the ISUAA and MBNA extended the previous contract through three separate addendums, taking the relationship through June 2004. ISUAA, MBNA, ISU, the ISU Research Foundation, and ISUDA all signed separate portions of this extended agreement. Before signing this addendum, one additional proposal was considered from another bank.

In July 2005, the current contract was signed as the fourth amendment to the original agreement. ISUAA, MBNA, ISU, and the ISUDA all signed this amendment. Before signing this amendment, one additional proposal was considered from another bank. This agreement runs through June 2012.

On January 1, 2006, MBNA officially became a part of BOA. Our contract with MBNA was also taken over by BOA at that time.

5. **Describe what financial literacy education is available to students.**

ANSWER:

ISU College of Human Sciences operates a Financial Counseling Clinic (FCC) (http://www.hdfs.hs.iastate.edu/financial/#). The ISU Government of the Student Body (GSB) provides funding so that students may use the clinic free of charge. The FCC provides individual appointments, classes, workshops as well as on-line resources. On-line topics include choosing and using credit cards and specific student oriented topics. Not counting numerous phone and e-mail contacts, the FCC annually conducts 600 individual sessions with students, and reaches 2500 students through its workshops and classes. The FCC coordinates its programs with the Financial Aid Office, GSB and various academic units.

The ISU Office of Student Financial Aid also provides counseling to students on financial literacy issues. Services include individual sessions upon request and lectures as part of orientation courses. These sessions typically include budgeting, credit card usage, savings and investments and student loans.

Incoming students are offered a financial literacy session as a part of Destination Iowa State (orientation program). Students receiving a federal loan are encouraged to participate in an on-line entrance interview process. Additionally, students who are receiving loans (either federal or private) must go through the rights and responsibilities section of the application form before they can electronically sign.

Last school year the Office of Student Financial Aid conducted a survey of financial literacy and convened a Financial Literacy Roundtable to identify and coordinate financial literacy resources across the campus. As a result of this effort, this academic year, a series of mini-literacy lessons are being filmed so that they can be posted on the Financial Aid web site.

The *ISU Daily*, the student newspaper, has regularly written about credit cards and their impact—positive and negative—on students, citing sources such as bank officials and financial counselors. Many of the articles include advice. Examples of these articles are listed in Appendix B.

Additionally, BOA makes available to student cardholders (there are currently 289 students who carry the ISUAA/BOA credit card) several online financial planning tools, including: http://www.bankofamerica.com/studentbanking and http://www.smartcredittips.com. This information, along with printed educational material is provided to student cardholders when they receive their credit cards. BOA has also joined with Monster to provide interactive online and in-school presentations that empower parents and students to make the most informed decisions regarding their financial futures (www.makingitcount.com). This service has been made available at no cost because of the relationship between BOA and the ISUAA. Examples of some of the content of these online services are included in Appendix C

6. **a) Are credit card companies allowed to market on campus; set up a table, recruit students to solicit, and/or promote through giveaways? b) Are other private companies allowed to market on campus? c) If so, please provide examples. d) Do any of the additional examples have financial implications?**

ANSWER:

a) ISU has a rule published in the Iowa Administrative Code at §681-13.15 that requires approval of solicitation for commercial purposes on the campus. Under this rule, credit card companies *could* solicit if approved by the Vice President for Business and Finance. However, for the past four years, the university has not approved any credit card solicitation on campus—including at the Memorial Union and at the University Bookstore. There are two exceptions:

- Under the arrangement with BOA, the ISU Alumni Affinity Card is marketed at intercollegiate athletic events and at our Graduation Fair for graduating students, and
- Solicitations which may be included in the student newspaper, the *Iowa State Daily*. The *Daily* is separately incorporated, is supported by advertising revenue and is authorized to distribute on the campus.

ISU Student Organizations policy forbids student groups from using credit card solicitation for fundraising. (http://www.sac.iastate.edu/Resources/ SORM/sorm.pdf, p. 19.)

b) Yes, it is usual to allow non-credit card solicitation generally held at the Memorial Union.

c) Any number of commercial ventures have been granted permission to solicit on campus. Common events involve poster sales, craft sales and similar activities of interest to students. An outside entity annually sponsors an off-campus housing fair during which apartment owners are present to talk to students about their properties. Companies often rent rooms to meet students interested in employment. Unusual events have been approved such as auto manufacturers, soft drink vendors and trade groups conducting product promotions.

In addition, the ISU Student Activities Center holds an annual Welcome Fest at which a wide range of businesses, churches and other organizations may rent a table and talk to students about their products and services. Local banks participate along with restaurants, retailers and personal service providers. Businesses may only provide information about their service. They may not sell services at Welcome Fest.

d) Commercial entities are charged a rental fee. The Memorial Union derived $54,000 in rentals last year from commercial entities. The majority of the revenue came from room rentals ($36,000), mostly to recruit for employment. Another $18,000 was for commissions on poster sales and special events fees. There have been a few rentals of outdoor space near the Memorial Union for marketing activities. These have been sporadic, and involve 0-2 events per year with total annual rentals of less than $1,000.

7. What is the financial impact if the card vendor agreements are vacated

- **To the university?**
- **To the alumni association?**

ANSWER:

To Iowa State University

The ISUDA would lose a minimum of $207,200 from the marketing agreement between the ISUAA and the ISUDA.

To the ISUAA

The ISUAA would lose a minimum of $2,090,000 in future royalties and $48,000 in future sponsorships. The ISUAA would also have to repay approximately $486,000 in received advance to BOA.

When state appropriations were reduced in 1987, auxiliary units were forced to become more entrepreneurial. The university today provides the ISUAA less than $250,000 in general fund revenue. The ISUAA's annual operating budget is approximately $3.4 million. Without programs such as this credit card program, the ISUAA would not be able to provide the programs and services necessary to support the university's mission.

8. a) How many cards have been issued to students through the Card Vendor/Alumni Association agreement? b) What is the average debt carried by those cards?

ANSWER:

a) As of December 31, 2006, there were 289 current ISU students who were active ISUAA/BOA cardholders.

b) The average balance carried by the 289 active ISU students is $1,100.

IOWA STATE UNIVERSITY

APPENDIX A

Agreements relating to ISU Alumni Association Affinity Card Program

Date	Parties	Title
06/29/95	MBNA and ISUAA	Iowa State University Alumni Association Affinity Agreement
06/29/99	MBNA and ISUAA	First Amendment To The Iowa State University Alumni Association Affinity Agreement
06/29/99	MBNA, ISUAA and Iowa State University Department of Athletics	Second Amendment To The Iowa State University Alumni Association Affinity Agreement
06/29/99	MBNA and ISUAA	Iowa State University Alumni Association List Agreement
07/29/02	MBNA and ISUAA	Plus Rewards Addendum To The Iowa State University Alumni Association Agreement
07/01/05	MBNA, ISUAA and Iowa State University on behalf of its Department of Athletics	Fourth Amendment To The Iowa State University Alumni Association Affinity Agreement
10/25/04	Iowa State University Department of Athletics and ISUAA	Recap of the ISUAA's MBNA Affinity Credit Card Program's Marketing Plan with a Payment Schedule to the ISU Department of Athletics

1 S

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION
AFFINITY AGREEMENT

This Agreement is entered into as of this 29th day of June, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A, B and C (W-9 tax identification form).

(b) "Credit Card Account" means a credit card account opened by a Constituent in response to marketing efforts made pursuant to the Program. An "Alumni Member Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Member Customer. An "Alumni Non-Member Customer Credit Card Account" is a Credit Card Account for which the primary applicant is an Alumni Non-Member Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.

(c) "Customer" means any Constituent who is a participant in the Program. Each Customer shall be classified as only one of the following, as applicable:

(i) "Student Customer" means a Customer who is identified by ISUAA or the Customer as an undergraduate or graduate student of Iowa State University.

(ii) "Alumni Non-Member Customer" means a Customer who is not a Student Customer and is not a dues-paying, paid life, complimentary, or honorary member of the ISUAA.

(iii) "Alumni Member Customer" means a Customer who is not a Student Customer or an Alumni Non-Member Customer.

(d) "Financial Service Products" means credit card programs, charge card programs and travel and entertainment card programs. This definition does not include all such programs of Iowa State University.

(e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America and mutually agreed upon by MBNA America and ISUAA) containing names, postal addresses and, when available, telephone numbers of Constituents segmented by zip codes or reasonably selected membership characteristics.

(f) "Constituent" means dues-paying members of ISUAA, non-dues paying members of ISUAA, undergraduate and graduate students of Iowa State University, and/or other potential participants mutually agreed to by ISUAA and MBNA America.

(g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Constituents from time to time.

(h) "Royalties" means the compensation set forth in Schedule B.

(i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned or acquired by Iowa State University and licensed by Iowa State University Research Foundation to ISUAA for the Program during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ISUAA

(a) ISUAA agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to sub-license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Constituents in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no ISUAA publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

(b) ISUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) ISUAA consents to MBNA America soliciting its Constituents by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) ISUAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain the ISUAA Trademarks; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, ISUAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by ISUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ISUAA. The initial Mailing List shall contain at least 170,000 (one hundred and seventy thousand) names with corresponding postal addresses and, when available, telephone numbers.

(f) ISUAA shall only provide information to or otherwise communicate with Constituents or potential Constituents about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ISUAA. Notwithstanding the above, ISUAA may respond to individual inquiries about the Program from

its Constituents on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to ISUAA.

(g) ISUAA hereby grants MBNA America and its affiliates a limited, exclusive **sub**-license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. Provided, however, MBNA America shall only use the specific Trademarks provided by ISUAA for the marketing materials and credit devices. This **sub**-license shall be transferred upon permitted assignment of this Agreement. This **sub**-license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits ISUAA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) ISUAA shall provide MBNA America with a subscription without charge to any and all ISUAA publications.

(i) ISUAA shall have the right to include ISUAA materials developed by ISUAA at its expense, in mailings sent to Customers by MBNA America, subject to MBNA America's approval, in MBNA America's sole discretion, of the size, weight, content and timing of such materials. Further, ISUAA shall have the right to insert messages on the statements sent to Customers by MBNA America, subject to MBNA America's approval, in MBNA America's sole discretion, of the length, content and timing of such messages.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Constituents.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program subject to 2(d). MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of ISUAA.

(c) MBNA America shall bear all costs of producing, mailing materials, staffing and MBNA staff travel expenses for direct promotion events, as well as telemarketing costs for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of ISUAA.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Constituents on these Mailing Lists to whom promotional material will not be sent; provided however, ISUAA shall have the right to delete Constituents from these Mailing Lists to whom promotional materials will not be sent or will not be contacted by phone for participation in the Program as long as the number of names to be deleted does not exceed 1,000 (one thousand). These Mailing Lists are and shall remain the sole property of ISUAA. However, MBNA

America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by ISUAA.

(f) Subject to the agreement by ISUAA to a separate Card Acceptance Agreement and the execution and delivery by ISUAA of any ancillary documentation normally required by MBNA America in the course of its merchant processing business, and subject solely to the terms and conditions thereof, MBNA America shall provide merchant processing services to ISUAA to aid in enabling ISUAA to bill Customers' ISUAA membership dues automatically to their respective Credit Card Account(s). Termination by either party of the Card Acceptance Agreement shall not cause a termination of this Agreement, unless otherwise mutually agreed to by the parties in writing; provided, however, that MBNA America would no longer be required to provide merchant processing services to ISUAA as of the effective date of such termination.

(g) MBNA America shall provide ISUAA with a quarterly Royalty report that includes but is not limited to: the number of new accounts, the number of renewed accounts, the total net retail sales transaction volume and the total cash advance volume which make up Royalties for that quarter.

(h) MBNA America recognizes and acknowledges the proprietary right of ownership of the Trademarks by Iowa State University. MBNA America shall not at any time during the term of this Agreement or thereafter contest Iowa State University's right, title and interest in and to the Trademarks or otherwise claim that MBNA America's permitted use of the Trademarks has created or vested in it any right, title or interest therein other than such rights as are expressly granted to MBNA America by ISUAA under this Agreement. MBNA America shall not at any time apply for registration of the Trademarks, either alone or in combination with any words, letters, symbols or designs. All uses of the Trademarks by MBNA America shall inure to the benefit of Iowa State University.

4. REPRESENTATIONS AND WARRANTIES

(a) ISUAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) ISUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to ISUAA. Royalties will not be paid without a completed Schedule C. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Upon the written request of ISUAA, but no more frequently than one (1) request in any twelve month period, MBNA America shall provide ISUAA with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due ISUAA since the last request was made or, if no previous request was made hereunder, for the last four (4) Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at ISUAA's expense, if ISUAA so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.

6. CROSS INDEMNIFICATION

(a) ISUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by ISUAA or MBNA America, respectively as the case may be, or its directors, officers or employees in connection with the solicitation or performance by each party of its respective duties under this Agreement. ISUAA will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in indemnification by the other party.

(b) MBNA America will indemnify and hold harmless ISUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which ISUAA is included as a defendant (referred to as a "Claim"). ISUAA shall,

within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. ISUAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If ISUAA takes any Action with respect to a Claim without MBNA America's written approval or ISUAA fails to notify MBNA America of a Claim within ~~fifteen~~ (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold ISUAA harmless with respect to that Claim.

7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and ISUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 29, **2000 unless prior terminated as described in Section 11 herein.** This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days prior to the last date of such term of renewal term, as applicable.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ISUAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ISUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Notwithstanding Section 11(d), upon termination of this Agreement all Trademark rights granted under this Agreement shall cease. MBNA America agrees that upon termination it will not claim any right, title, or interest in or to the Trademarks or the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by ISUAA to the Constituents. Upon termination of this Agreement, ISUAA shall not attempt to cause the removal of ISUAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement. Upon termination of this Agreement, MBNA America may, in its discretion, remove ISUAA's identification or the Trademarks from any person's credit devices, checks or records of any Customer; however, MBNA America will continue to pay ISUAA credit card Royalties for those Credit Card Accounts represented by credit cards that bear ISUAA's identification or Trademark. Otherwise, MBNA America shall, upon termination of this Agreement cease to use the Trademark. **MBNA America will remove ISUAA's identification or Trademarks from all Customers' statements, card carriers and access checks within sixty days of termination of this Agreement.**

(e) Notwithstanding any other provision of this Agreement, ISUAA shall have the right to terminate this Agreement and no provisions hereof shall survive such termination, except for Section 8 (and, if one or more Customer Lists have been provided, Sections 12(c), 12(d) and the last sentence of Section 12(b)), each of which shall survive such termination, in the event that the sale and conversion of that certain portfolio of credit card accounts from First National Bank in Wichita (First Bank Card Center) currently referred to as INTRUST Bank (INTRUST Card Center) to MBNA America, pursuant to the Asset Purchase Agreement **dated on or before December 31,** 1995, shall be terminated by the parties thereto.

12. CUSTOMER LISTS

(a) During the term of this Agreement, MBNA America shall provide ISUAA on a monthly basis and in a mutually agreeable format an electronic media file of the names, addresses, open

dates and encrypted Credit Card Account numbers of: (1) Customers who have opened new Credit Card Accounts since the later of the start of the Program or the date that the last media file was provided by MBNA America; (ii) Customers whose Credit Card Accounts have remained open since the date that the last media file was provided by MBNA America, (iii) Customers whose Credit Card Accounts have closed since the later of the start of the Program or the date that the last media tape was provided by MBNA America; (iv) Customers whose Credit Card Account name or address field has been updated since the date that the last media file was provided by MBNA America, and (v) such other information as may be mutually agreed by the parties (each, a "Customer List"), subject to the terms and conditions set forth herein.

(b) Upon receipt of each Customer List, ISUAA shall be permitted to process such Customer List against the ISUAA membership records database (the "Database"), for the purpose of updating the same and generating a flag or notation upon the records of the Database pertaining to such Customers (each such flag or notation, and the information its presence on a Customer record conveys, regardless of manner or medium of expression, is referred to herein as a "Customer Flag"). ISUAA may use such Customer List(s) and Customer Flag(s) solely for purposes of enabling ISUAA to efficiently process automatic ISUAA dues billing to Credit Card Accounts, and for such other purposes as the parties may expressly agree in writing. ISUAA shall return to MBNA America each Customer List provided, in the same form as received, within thirty (30) days of receipt of such Customer List.

(c) Each Customer List(s) and Customer Flag(s) is confidential, proprietary information which is and shall remain the sole property of MBNA America. Except as expressly provided in this Agreement, ISUAA shall not make any copy, compilation or extract of the Customer List(s) or Customer Flag(s), and shall neither generate any report (in any medium) using any Customer List or Customer Flag as a criteria for selection, nor otherwise use or make available to any third party the Customer List(s) provided by MBNA America or the Customer Flag(s) without receiving the prior written approval of MBNA America. In view of the confidential nature of each Customer List and Customer Flag, ISUAA warrants that ISUAA and all its employees, volunteers, agents and/or representatives who work with any Customer List or Customer Flag shall be made aware of the obligations contained in this Agreement and shall be under strict legal obligation not to copy any Customer List or Customer Flag, disclose any Customer List or Customer Flag or make any other use of any Customer List or Customer Flag other than as specifically approved in writing by MBNA America. ISUAA shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists and/or Customer Flags. Notwithstanding the foregoing ISUAA may use the Customer Flag to target Member Customers and Non-Member Customers for other ISUAA membership programs except Financial Services as defined in this Agreement.

(d) Because the nature of each Customer List or Customer Flag makes an evaluation of damages after a violation of this Section 12 extremely difficult or impossible, then if any Customer List (or any copy, compilation or extract thereof) or Customer Flag is handled or used by ISUAA or its employees, volunteers, agents, and/or representatives in a manner other than that which is expressly allowed under this Section 12 or otherwise expressly consented to by MBNA America in writing, MBNA America will be entitled to seek damages from ISUAA for each use of each name, address or other type or category of information used in violation of this Agreement. In addition, ISUAA agrees that MBNA America shall be entitled to injunctive relief

to enforce the terms of this **Section 12** and/or to prevent violation or further violation by ISUAA and/or its employees, volunteers, agents or representatives of this **Section 12**, and consents to submit to the personal and subject matter jurisdiction of the state and federal courts located in Delaware for any actions, suits or proceedings arising out of or related to this **Section 12**. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

13. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) Upon termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matures prior to the effective date of such termination, including but not limited to the payment by MBNA America of any earned Royalties accrued and unpaid **as of** the date of such termination. **If this Agreement is terminated solely because of a material breach of this Agreement by MBNA America, then ISUAA shall be entitled to retain the Royalty Advance paid as of the effective date of termination and to be paid the balance of the Royalty Guarantee as provided in Schedule B.** The obligations in Sections 6, 8, 11(c), 11(d), 12(b) (last sentence), 12(c), 12(d), and Schedule B, Sections B and C shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to ISUAA:

Iowa State University Alumni Association
Alumni Suite, Memorial Union
2229 Lincoln Way
Ames, IA 50014-7164

ATTENTION: James A. Hopson
Executive Director

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Peter S. P. Dimsey
Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, ISUAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer any of its rights or obligations under or arising from this Agreement without the written consent of ISUAA, which shall not be unreasonably withheld; provided however that MBNA America may assign or transfer, without ISUAA's consent, any of its rights and/or obligations under this Agreement:

(i) to a subsidiary or an entity controlling, controlled by or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate; or

(ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America (each, a "Transaction"), subject to the following. MBNA America shall provide ISUAA with notice of such Transaction within thirty (30) days of the consummation of such Transaction. Upon receipt of such notice, ISUAA shall have one hundred and eighty (180) days to determine in good faith if it is reasonably satisfied with the post-Transaction relationship. In the event that ISUAA reasonably determines in good faith that it is not satisfied, ISUAA may terminate the Agreement by notice to the successor entity to MBNA America, which notice shall specify in detail the basis for ISUAA's dissatisfaction. After receiving such notice, the successor entity shall have sixty (60) days in which to address ISUAA's issues and thereby satisfy ISUAA. If after such period ISUAA's issues remain unaddressed, then the Agreement shall immediately terminate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement which may include but not be limited to Federal Express, U. S. Post Office, Kessler Financial Services.

(h) MBNA America and ISUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ISUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: James A. Hopson	By: David L. Harris
Name: James A. Hopson	Name: David L. Harris
Title: Executive Director	Title: Exec. Vice President

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.

2. For Alumni Member Customers, the current annual percentage rate will be a variable rate of Prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Member Customer's delinquency.

3. For Alumni Non-Member Customers, the current annual percentage rate will be a variable rate of Prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Non-Member Customer's delinquency.

4. For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.

5. Alumni Member Customers will be offered a fixed rate of 6.9% for cash advances/balance transfers and retail purchases for the first 12 months of opening an Alumni Member Customer Credit Card Account.

6. Alumni Non-Member Customers will be offered a fixed rate of 8.9% for cash advances/balance transfers and retail purchases for the first 12 months of opening an Alumni Non-Member Customer Credit Card Account.

7. Student customers will be offered a fixed rate of 6.9% for cash advances/balance transfers for the first 12 months of opening a Student Customer Credit Card Account.

8. "Prime" means the highest U.S. Prime Rate as published in the "Money Rates" Section of "The Wall Street Journal" on the 15th day of each March, June, September, and December, or the next business day if the 15th is not a business day.

9. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ISUAA a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

2. $1.00 (one dollar) for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.50% of all cash advance volume generated by Alumni Member Customers using an Alumni Member Customer Credit Card Account and Alumni Non-Member Customers using an Alumni Non-Member Customer Credit Card Account (excluding those transactions related to unauthorized transactions).

4. 0.50% of all retail purchase transaction dollar volume generated by Alumni Member Customers using an Alumni Member Customer Credit Card Account and Alumni Non-Member Customers using an Alumni Non-Member Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

5. 0.40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

6. Upon full execution and delivery of this Agreement by both parties, MBNA America shall make an annual, unrestricted contribution of $10,000 (ten thousand dollars) to ISUAA and a one-time signing bonus of $30,000 (thirty thousand dollars).

B. ROYALTY ADVANCE

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America, **or December 31, 1995 whichever occurs first,** MBNA America shall pay to ISUAA, as an advance against future Royalties, the sum of $450,000 (four hundred fifty thousand dollars) (the "Advance"). **Provided however, $150,000 (one hundred fifty thousand dollars) of the Advance shall be paid to ISUAA on or before ~~October 31,~~** August 31,

1995. The remaining $300,000 (three hundred thousand dollars) of the Advance shall be paid ~~after~~ upon the completion of the first Full Marketing Campaign as defined herein. All Royalties earned by ISUAA pursuant to this Agreement shall, in lieu of direct payment to ISUAA, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to ISUAA as provided in this Agreement. ISUAA hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the following should occur:

or December 31, 1995, whichever occurs first.

(i) ISUAA materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;

(ii) ISUAA ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of this Agreement during the term of this Agreement; or

(iii) MBNA America is prohibited by ISUAA or otherwise prevented by ISUAA from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or

(iv) MBNA America is prohibited from promoting the Program on campus at locations approved by ISUAA through direct promotion campaigns (e.g., tabling and postering).

2. A "Full Marketing Campaign" consists of a direct mail campaign to the full Mailing List and a telemarketing campaign using the full Mailing List.

C. <u>ROYALTY GUARANTEE</u>

1. ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than $750,000 (seven hundred and fifty thousand dollars) by the end of the initial term of the Agreement, and if all the following conditions are satisfied:

(i) ISUAA used its best efforts to assist MBNA America in opening a minimum of 13,000 (thirteen thousand) new Credit Card Accounts each year during the first three years of the Agreement;

(ii) ISUAA does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and

(iii) ISUAA was/is not required to repay any or all of the Advance, as provided in subsection B.1. above.

If the above conditions are fully satisfied, MBNA America shall pay ISUAA on or before June 30, 2000 ISUAA an amount equal to the difference between $750,000 (seven hundred and fifty thousand dollars) and the total Advance and/or Royalties accrued during the initial term of the Agreement, so long as such difference is greater than zero.

D. "BIG EIGHT" BONUS

MBNA America will pay ISUAA additional compensation in the amount specified in the table below in the event two or more of the educational institutions or their alumni associations, one of which may be ISUAA, which make up the "Big Eight Conference," and which, as of **January 1, 1995 were** not under a contractual arrangement with MBNA America, enter into an exclusive affinity endorsement agreement with MBNA America on or before July 1, 1995. Such payment shall be a one time payment, based on the total number of eligible educational institutions or their alumni associations which enter into such agreements by such date.

Number of Additional Big Eight Conference Schools Endorsing MBNA America by July 1, 1995	Total Bonus to be Paid to ISUAA
2	$10,000
3	$15,000
4	$20,000
5	$25,000
6	$30,000

(2) S

CONFIDENTIAL

FIRST AMENDMENT TO THE IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT

This First Amendment to the Iowa State University Alumni Association Affinity Agreement, Exhibit #1 and Exhibit #2 (the "Addendum") are entered into as of this 29 day of June 1999, (the "Addendum Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons;

WHEREAS, ISUAA and Iowa State University Research Foundation, Inc., (ISURF") are parties to a trademark licensing agreement, substantially in the form of Exhibit #1, wherein ISURF for itself and on behalf of Iowa State University ("ISU") grants to ISUAA a license to use the Trademarks in connection with the Program;

WHEREAS, ISUAA and MBNA America mutually desire to modify some of the terms in the Affinity Agreement;

WHEREAS, ISUAA and MBNA America mutually desire to extend the term of the Affinity Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree that the Affinity Agreement shall be amended as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement.

2. Section 9 of the Affinity Agreement is hereby amended to delete therefrom the date "June 29, 2000" and to substitute in lieu thereof the date "June 30, 2005."

3. Section 1(d) of the Affinity Agreement is hereby deleted in its entirety and replaced with the following:

> (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs and travel and entertainment card programs. This definition shall not include (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's receivables billing system; (iv) ISU's procurement program; (v) ISU's business travel program; and (vi) the ISU faculty, staff and student debit/credit/ATM card program between ISU and First Star Bank as the same is currently structured and delineated as of the date of this Agreement (the ISU Card Program")

4. Section 1(e) of the Affinity Agreement is hereby deleted in its entirety.

5. Section 2(e) of the Affinity Agreement is hereby deleted in its entirety.

6. Section 2 of the Agreement is hereby amended by adding the following new subsection (j):

In the event the ISU Card Program is terminated and ISU desires to have another financial institution issue an ISU faculty, staff and student debit/credit/ATM card program (the "Student Multicard Program") then the parties agree that ISUAA shall cause ISU to offer to MBNA America the right of first refusal with respect to a Student Multicard Program. If MBNA America declines to provide such Student Multicard Program, then ISU may solicit proposals and enter into an agreement with another provider thereof, provided that such agreement prohibits (i) the issuance of credit cards, charge cards, debit cards and travel and entertainment cards to Members other than faculty, staff and students and (ii) the use of the Trademarks except the Trademark "ISU Card" in the form of Exhibit 2 and any intellectual property developed as a successor or replacement of, or as a modification to the Trademark listed on Exhibit 2 (the "Successor Mark") provided such Successor Mark is not similar to the Licensed Trademarks or is likely to cause confusion to Members. MBNA America has the right of prior review of any Successor Mark. (ISUAA shall cause ISU to provide MBNA America with a copy of any such final agreement(s) upon demand therefor by MBNA America to permit MBNA America to ensure compliance by ISU with the foregoing.)

acceptable to ISU within 60 days of such request
6/29/99
7/1/99

7. Section 3(e) of the Affinity Agreement is hereby deleted in its entirety.

8. The Affinity Agreement is hereby amended by adding the following sentence to the end of Section 2(i): "ISUAA shall have the right to utilize other methods of Customer communication MBNA America may develop in the future, if mutually agreeable."

9. The Affinity Agreement is hereby amended by adding the following to the end of Section 4(b): "ISUAA further represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that ISUAA has received from ISURF (on behalf of itself and ISU) the exclusive right to license the Trademarks in relation to or for promoting any Financial Service Product.

10. Section 11 of the Affinity Agreement is hereby amended by adding the following new subsection (f):

(f) This Affinity Agreement shall terminate in the event of a termination of the list agreement by and between MBNA America and ISUAA dated June 29, 1999 (the "List Agreement").

11. The Affinity Agreement is hereby amended by deleting Schedule A and all reference to Schedule A in its entirety.

12. The provisions in Sections B, C and D of Schedule B of the Affinity Agreement are hereby deleted in their entirety and replaced with the following new Sections B, C and D:

B. ROYALTY ADVANCE

Within ten calendar days after full execution and delivery of this Addendum MBNA America shall pay to ISUAA the sum of four million dollars ($4,000,000.00) (the "Advance"), as an advance against future Royalties accrued pursuant to this Affinity Agreement on and after June 30, 2000 subject to the provisions set forth below. All Royalties accrued from June 30, 2000 and thereafter shall, in lieu of direct payment to ISUAA, be applied against the Advance until such time as the Advance is fully recouped. Any Royalties accrued thereafter shall be paid to ISUAA as set forth in this Affinity Agreement. All Royalties accrued prior to June 30, 2000 shall continue to be paid to ISUAA as provided for in the original Affinity Agreement. Notwithstanding the foregoing, ISUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) ISUAA materially breaches any of its obligations under the Affinity Agreement and the Affinity Agreement terminates as a result of such material breach;

(ii) ISUAA ceases to endorse the Program as provided in Section 2(a) (i) through (iii) of the Affinity Agreement during the term of the Affinity Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Affinity Agreement, a minimum of two (2) direct mail campaigns and two (2) full telemarketing campaigns;

(iv) MBNA America is prohibited from promoting the Program on campus at locations approved by ISUAA through direct promotion campaigns (e.g., tabling and postering);

(v) The termination of the List Agreement; and

C. ROYALTY GUARANTEE

ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than five million dollars ($5,000,000.00) (the "Guarantee Amount") during the period commencing on June 30, 2000 and ending June 30, 2005 subject to the provisions set forth below. If on June 30, 2005 ISUAA has not accrued five million dollars ($5,000,000.00) in Royalties, MBNA America will pay ISUAA an amount

equal to the Guarantee Amount minus the sum of all compensation accrued by ISUAA from June 30, 2000 up through and including June 30, 2005, and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Section B, above.

D. BONUS PAYMENT

Each July 1, during the term of the Affinity Agreement, MBNA America shall make an additional payment of $15,000.00 to ISUAA.

13. MBNA America and ISUAA agree to discuss the development of an additional enhancement to the Program designed solely for Alumni Member Credit Card Accounts. Said enhancement will be mutually agreed to by both MBNA America and ISUAA. Notwithstanding the above, nothing herein shall prevent MBNA America, in it sole discretion, from time to time from offering various other enhancements, features or modifications to the Program, as set forth in Section 7 of the Affinity Agreement.

14. Except as amended by this Addendum, all the terms, conditions and covenants of the Affinity Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Affinity Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Affinity Agreement, as amended by this Addendum and the List Agreement contain the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION

By: James A. Hopson

Name: James A. Hopson

Title: Executive Director

Date: June 29, 1999

MBNA AMERICA BANK, N.A.

By: John C Richmond

Name: JOHN C RICHMOND

Title: SEVP

Date: July 13, 1999

EXHIBIT #1

TRADEMARK LICENSING AGREEMENT

Amended
Exhibit A

Subject to the terms and conditions of the Trademark License Agreement, dated June 29, 1995

1. University Marks
   Verbiage: CYCLONES, ISU, IOWA STATE, IOWA STATE UNIVERSITY
   Designs: MASCOT CY, UNIVERSITY SEAL, CYCLONE, CAMPANILE
   Athletic: PRIMARY A and B, SECONDARY, and ATHLETIC WORD MARKS

2. Specifications of Licensed Products

   Financial Service Products which means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs. This definition shall not include (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's receivables billing systems; (iv) ISU's procurement program; (v) ISU's business travel program; and (vi) the ISU faculty, staff and student debit/credit/ATM card program between ISU and First Star Bank as the same is currently structured and delineated as of the date of this Agreement (the "ISU Card Program").

3. University Marks approved for use with the Licensed Products:

   The license granted in Section 2.1 is exclusive to the use with Licensed Products of the verbiage Iowa State University only when used with the words Alumni Association.

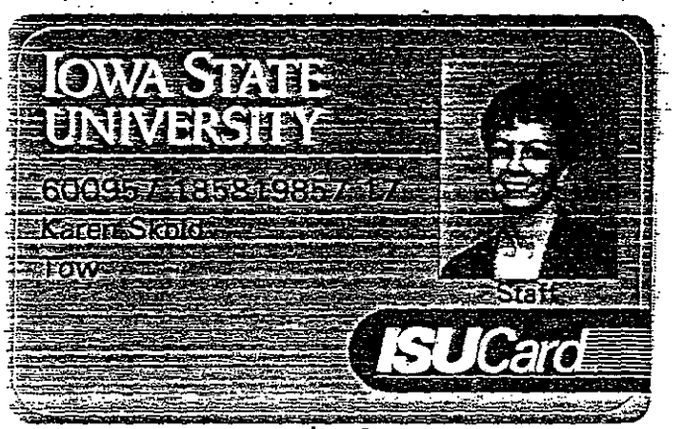
   The license granted in Section 2.1 is exclusive to the use with Licensed Products of all other University Marks.

This Amended Exhibit A replaces the current Exhibit A to the Trademark License Agreement date June 29, 1995, effective the date of last signature below.

Submitted by:	Approved by:
Iowa State University Research Foundation, Inc.	Iowa State University Alumni Association
K. Kirkland	James A. Hopson
Signature	Signature
Kenneth Kirkland	James A. Hopson
Name (printed)	Name (printed)
Executive Director, ISURF	Executive Director
Title	Title
6/30/99	June 30, 1999
Date	Date

EXHIBIT #2

ISU CARD TRADEMARK



card - front

ISUCard™

Your *ISUCard* can
do a lot for you.

card carrier - front
(paper)

For information regarding your Firstar account call 1-800-236-5800.

By using this card the holder agrees to all terms under which it was issued. For your protection, do not write your personal identification number on this card or disclose it to anyone. Immediately report loss or theft to the ISUCard Office, Iowa State University, Ames, Iowa 50011. This card is non-transferable. Falsifying information to obtain an ID card or use by another may result in disciplinary action. A replacement fee will be charged for lost, damaged, or stolen cards.

For questions regarding your cash stripe contact the ISUCard Office at 294-2727.

FIRSTAR BANK

card-back

Protect it!

- Keep your *ISUCard* in this protective envelope when not in use.
- Magnetic stripes can be rendered useless if scratched or kept in an eelskin wallet.
- Don't punch holes in or put stickers on your *ISUCard*.
- Don't write your university PIN or ATM PIN on the card or security envelope.

Immediately report card loss or damage to the *ISUCard* office, (515) 294-2727.

card carrier - back

CONFIDENTIAL

(4)
S

SECOND AMENDMENT TO THE IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT

This Second Amendment to the Iowa State University Alumni Association Affinity Agreement and Exhibit #1 (the "Addendum") are entered into as of this 29 day of June 1999, (the "Second Addendum Effective Date") among MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") and IOWA STATE UNIVERSITY DEPARTMENT OF ATHLETICS ("ISUDA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons; and

WHEREAS, ISUAA and MBNA America mutually desire to add ISUDA as a party to the Agreement and ISUDA desires to be added as a party to the Agreement solely for the purpose of providing the sponsorship opportunities described in Exhibit #1;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree that the Affinity Agreement shall be amended as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Affinity Agreement.

2. ISUDA agrees to: (i) exclusively endorse the Program at the Iowa State University Athletic events and permit MBNA America to market the Program at Iowa State University athletic events; and (ii) provide MBNA America with all of the marketing opportunities and items listed on Exhibit #1, free of charge during the term of the Affinity Agreement.

3. Except as amended by this Addendum, all the terms, conditions and covenants of the Affinity Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Affinity Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Affinity Agreement, as amended by this Addendum and the List Agreement contain the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION

By: James A. Hopson

Name: James A. Hopson

Title: Executive Director

Date: June 29, 1999

MBNA AMERICA BANK, N.A.

By: John C Richmond

Name: John C Richmond

Title: SEVP

Date: July 13, 1999

IOWA STATE UNIVERSITY DEPARTMENT OF ATHLETICS

By: Charles A. Beddingfield III

Name: Charles A. Beddingfield III

Title: Associate Athletic Director

Date: June 29, 1999

EXHIBIT #1

A. DIRECT MAIL AND TELEMARKETING

1. ISUDA shall provide MBNA America (upon MBNA America's request) with copies of updated and current lists containing names, postal addresses and, when available, telephone numbers of the Iowa State University's (i) men's and women's basketball season ticket holders; (ii) men's and women's basketball individual game ticket purchasers; (iii) all regular season football ticket holders; and (iv) all regular season football individual game ticket purchasers (collectively, the lists are referred to as "Athletics Mailing Lists"). Athletics Mailing Lists shall be segmented by zip codes or other reasonably selected membership characteristics and shall be in a format designated by MBNA America.

2. ISUDA hereby permits MBNA America to market the Program by mail and telephone to individuals contained on the Athletics Mailing Lists. MBNA America shall not sell or rent the Athletics Mailing Lists to third parties. MBNA America shall have the sole right to designate individuals on these Athletics Mailing Lists to whom applications and material will not be sent. ISUDA shall not include on the Athletics Mailing List those Constituents who have notified ISUAA of their desire not to receive solicitations by telephone or direct mail from ISUDA or third parties. These Athletics Mailing Lists are and shall remain the sole property of ISUDA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Affinity Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by ISUDA.

3. ISUDA will promptly provide to MBNA America, in writing, the names and postal addresses and when available telephone numbers, of those Constituents who have notified ISUDA that they do not want to receive credit card solicitations from ISUAA or third parties. MBNA America will use its then current procedures to place such members on its Customer Master Suppression List.

B. DIRECT PROMOTIONS

1. ISUDA shall permit MBNA America to conduct direct promotion campaigns for the Program at the following Iowa State University athletic events:

a. all men's and women's regular season home basketball games during the term of this Agreement;

b. all regular season home football games during the term of this Agreement; and

c. any other Iowa State University regular season athletic event of MBNA America's choice, so long as ISUDA is notified by MBNA America of when it desires to conduct a direct promotion event at least three weeks prior to the event.

2. When conducting direct promotion campaigns, MBNA America may have up to two (2) separate direct promotion locations for each athletic event (each a "Location"). Each Location shall be at a prominent location within the athletic facility holding the event and will be mutually agreed upon by MBNA America and ISUDA.

3. At each Location, MBNA America shall use one 8' x 4' booth/table or kiosk and have no more than five (5) MBNA America people or representatives per Location. ISUDA shall distribute employee passes to all MBNA America people and representatives. To the extent that they are informed of the event's standard rules and regulations, MBNA America agrees that all MBNA America people and representatives will follow such rules and regulations when using the employee passes. ISUDA shall provide MBNA America with one (1) parking pass, for every four (4) MBNA America representatives scheduled to work, to a parking lot area that is within close proximity to the Location.

4. The booths/tables must be set up at least thirty (30) minutes prior to the gates opening for the athletic event and must be dismantled within one (1) hour following conclusion of the athletic event.

5. ISUDA shall provide a minimum of three (3) message board announcements per game or event, the timing of which will be mutually agreed to by the parties and the content of which will be determined by MBNA America, and approved by ISUDA, which approval shall not be unreasonably withheld or delayed.

6. MBNA America agrees that the Locations will be operated in a manner that is consistent with its prior marketing campaigns and that MBNA America people and representatives will remain near the Locations.

7. ISUDA agrees that it will supply MBNA America with secure storage space near or in the applicable athletic facility at a location mutually determined between MBNA America and ISUDA. The storage space allotted to MBNA America must be reasonably accessible to the representatives of MBNA America.

C. <u>EXCLUSIVITY</u>

During the term of the Affinity Agreement, MBNA America shall be the exclusive solicitor of credit card and charge card products and services at each Iowa State University athletic event. ISUDA (i) shall not provide to others any information about any current or potential Athletic Mailing Lists in relation to or for promoting any credit card and charge card products of any entity other than MBNA America; and (ii) agrees that it will not sell, rent or otherwise make available or accessible or allow others to sell, rent or make available or accessible any Athletics Mailing Lists in relation to or for promoting any credit card and charge card products offered by an entity other than MBNA America.

S

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION
LIST AGREEMENT

This List Agreement (the "List Agreement") is entered into as of this 29 day of June 1999, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and IOWA STATE UNIVERSITY ALUMNI ASSOCIATION, having its principal place of business in Ames, Iowa ("ISUAA") for themselves, and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995, as the same may have been amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons and the Affinity Agreement is in full force and effect as of the Effective Date; and

WHEREAS, ISUAA agrees to provide a mailing list of Constituents (as such term is defined herein) to MBNA America.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree as follows:

1. DEFINITIONS

1.1 Terms. All capitalized terms used herein and not otherwise specifically defined herein shall have the meanings ascribed to such terms in the Affinity Agreement.

1.2 Other Definitions. For the purposes of this List Agreement, the following terms have the following meanings.

(a) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Constituents segmented by zip codes or reasonably selected membership characteristics.

2. RIGHTS AND RESPONSIBILITIES OF ISUAA

(a) ISUAA agrees that during the term of this List Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; and (ii) it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Constituents in relation to or for promoting any Financial Service Products of any entity other than MBNA America.

(b) ISUAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) ISUAA authorizes MBNA America to solicit its Constituents by mail, direct promotion, advertisements and/or telephone for participation in the Program.

(d) Upon the request of MBNA America, ISUAA shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by ISUAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs

from Royalties due ISUAA. ISUAA shall not include on the Mailing List those Constituents who have notified ISUAA of their desire not to receive solicitations by telephone or direct mail from ISUAA or third parties. The initial Mailing List shall contain at least 170,000 (one hundred and seventy thousand) names with corresponding postal addresses and, when available, telephone numbers.

(e) ISUAA shall promptly provide to MBNA America, in writing, the names and postal addresses and when available, telephone numbers, of those Constituents who have notified ISUAA that they do not want to receive credit card solicitations from ISUAA or third parties. ISUAA represents to MBNA America that the total number of do not solicit codes in existence on the date of this List Agreement do not exceed two thousand (2000) names. MBNA America will use its then current procedures to place such members on its Customer Master Suppression List.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

MBNA America shall use the Mailing Lists provided pursuant to this List Agreement consistent with this List Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Constituents on these Mailing Lists to whom promotional material will not be sent;. These Mailing Lists are and shall remain the sole property of ISUAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by ISUAA.

4. CROSS INDEMNIFICATION

(a) ISUAA and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this List Agreement by ISUAA or MBNA America, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in indemnification by the other party.

(b) MBNA America will indemnify and hold harmless ISUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by MBNA America, its employees, agents or contractors, in which ISUAA is included as a defendant (referred to as a "Claim"). ISUAA shall, within ten (10) business days of receiving notice of the Claim, notify MBNA America in writing (in the manner provided for in this List Agreement) of the Claim. ISUAA agrees (i) not to take any action which may prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion. If ISUAA takes any Action with respect to a Claim without MBNA America's written approval or ISUAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 6 to indemnify and hold ISUAA harmless with respect to that Claim.

5. CONFIDENTIALITY OF LIST AGREEMENT

The terms of this List Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this List Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this List Agreement or as mutually agreed in writing. MBNA America and ISUAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

6. TERM OF LIST AGREEMENT

The initial term of this List Agreement will begin on the Effective Date and end on the date the Affinity Agreement expires or is terminated.

7. STATE LAW GOVERNING LIST AGREEMENT

This List Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

8. TERMINATION

(a) In the event of any material breach of this List Agreement by MBNA America or ISUAA, the other party may terminate this List Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this List Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this List Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ISUAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this List Agreement.

(c) Upon termination of this List Agreement, MBNA America shall, in a manner consistent with Section 9(d) of this List Agreement, cease to use the Mailing Lists. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Mailing Lists provided pursuant to this List Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this List Agreement communicated by ISUAA to the Constituents.

9. MISCELLANEOUS

(a) This List Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 5, 6, 9(c), and 9(d) shall survive any termination of this List Agreement.

(c) The failure of any party to exercise any rights under this List Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this List Agreement.

(e) If any part of this List Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this List Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this List Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to ISUAA:

Iowa State University Alumni Association
Alumni Suite, Memorial Union
2229 Lincoln Way
Ames, IA 50014-7164

ATTENTION: Diane VanWyngarden
Director of Marketing

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884 - ____

ATTENTION: William P. Morrison,
Director of National Sales

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This List Agreement and the Affinity Agreement contain the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, ISUAA may not assign any of its rights or obligations under or arising from this List Agreement. MBNA America may not assign any of its rights or obligations under this List Agreement to any other person without the prior written consent of ISUAA, which shall not be unreasonably withheld; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this List Agreement:

(i) to a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate") so long as MBNA America warrants that

such MBNA Affiliate can fully perform the obligations of MBNA America as assigned or transferred to such MBNA Affiliate; or

(ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America (each a "Transaction"), subject to the following. MBNA America shall provide ISUAA with notice of such Transaction within thirty (30) days of consummation of such Transaction. Upon receipt of such notice, ISUAA shall have one hundred and eighty days to determine in good faith if it is reasonably satisfied with the post-Transaction relationship. In the event that ISUAA reasonably determines in good faith that it is not satisfied, ISUAA may terminate the List Agreement by notice to the successor entity to MBNA America, which notice shall specify in detail the basis for ISUAA's dissatisfaction. After receiving such notice, the successor entity shall have sixty (60) days in which to address ISUAA's issues and thereby satisfy ISUAA. If after such period ISUAA's issues remain unaddressed, the List Agreement shall immediately terminate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this List Agreement.

(h) MBNA America and ISUAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this List Agreement.

(i) Nothing expressed or implied in this List Agreement is intended or shall be construed to confer upon or give any person other than ISUAA and MBNA America, their successors and assigns, any rights or remedies under or by reason of this List Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This List Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this List Agreement as of the Effective Date.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: James A. Hopson	By: John C. Richmond
Name: James A. Hopson	Name: John C. Richmond
Title: Executive Director	Title: SEVP
	July 13, 1999

S

PLUS REWARDS ADDENDUM
TO THE IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT

6-13-02

THIS ADDENDUM (the "Addendum") is entered into this 26th day of July, 2002, by and between Iowa State University Alumni Association ("ISUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ISUAA; and

WHEREAS, ISUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of ISUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement ~~and Program~~ may be adjusted or amended from time to time by MBNA America ~~in its sole discretion).~~ MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by ISUAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

pursuant to its rights under the original agreement. Approved by

4. ~~ISUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing,~~ All of ISUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

Approved by 6-13-0

5. During the term of the Agreement, ISUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed.

Attachment #1

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

A. $0 (Zero Dollars) Annual Fee.

B. The current annual percentage rate is 11.99%. There may be an additional margin applied on account of the customer's delinquency.

C. Customers may be able to select credit insurance as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay ISUAA a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. $1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.

B. $1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

C. 0.20% (one fifth of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

D. 0.20% (one fifth of one percent) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions).

Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By:	By:
Name: Jeffery W. Johnson	Name: Michael Durrah
Title: President	Title: SEVP
Date: 6-13-02	Date: July 29, 2002

5

FOURTH AMENDMENT TO THE IOWA STATE UNIVERSITY ALUMNI ASSOCIATION AFFINITY AGREEMENT

THIS FOURTH AMENDMENT to the Iowa State University Alumni Association Affinity Agreement together with Attachment #1 and Attachment #2 (collectively, the "Fourth Amendment") is entered into this 1st day of July, 2005, by and between the Iowa State University Alumni Association ("ISUAA"), MBNA America Bank, N.A. ("MBNA America"), and, for the limited purposes specified herein, Iowa State University of Science and Technology on behalf of its Department of Athletics ("ISUDA"), for themselves and their respective successors and assigns.

WHEREAS, ISUAA and MBNA America are parties to a list agreement dated June 29, 1999 (the "List Agreement"); and

WHEREAS, ISUAA and MBNA America are parties to an affinity agreement dated June 29, 1995 (the "Original Agreement"), as the same was amended by addendum dated June 29, 1999 (the "First Amendment"), by another addendum dated June 29, 1999, in which ISUDA was named a party to the agreement solely for the purpose of providing certain sponsorship opportunities described in the addendum (the "Second Amendment"), and by addendum dated July 29, 2002 (the "Plus Rewards Addendum") (the Original Agreement together with the First Amendment, Second Amendment, and Plus Rewards Addendum collectively referred to hereinafter as the "Agreement"); and

WHEREAS, ISUAA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein; and

WHEREAS, Iowa State University Research Foundation referred to in the Agreement as ISURF is no longer managing trademark policy for Iowa State University of Science and Technology and, therefore, Exhibit #1 to the First Amendment is deleted from the Agreement in its entirety; and

WHEREAS, ISUAA and Iowa State University Trademark Licensing Office ("ISUTLO") are now parties to a Trademark License Agreement wherein ISUTLO grants to ISUAA a license to use certain trademarks in connection with the Agreement; and

WHEREAS, ISUDA agrees to provide additional marketing and sponsorship opportunities under the extended term of the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ISUAA, Iowa State University of Science and Technology and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Fourth Amendment. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. Section 9 of the Agreement is hereby amended to delete therefrom the date "June 30, 2005" and substitute in lieu thereof the date "June 30, 2012."

3. Section 1 of the Agreement is hereby amended to add the following new definitions:

"'ISUAA Affiliate' means any entity controlling, controlled by or under common control with ISUAA. For the avoidance of doubt, ISUAA Affiliate does not include ISU.

'ISU' means Iowa State University of Science and Technology and any office or department of, or affiliated or associated with, the Iowa State University of Science and Technology, including but not limited to the Iowa State University Department of Athletics, Iowa State University Trademark Licensing Office and the Division of Student Affairs of the Iowa State University of Science and Technology.

'ISUAA Trademark' means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used or acquired by ISUAA or any ISUAA Affiliate during the term of this Agreement, and includes but is not limited to the ISUAA Wordmark.

'ISUAA Wordmark' means the design, image, visual representation, or logo that is derivative of an ISU Trademark and acquired by ISUAA or any ISUAA Affiliate under a license from ISU during the term of this Agreement.

'ISU Trademark' means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, used, acquired or licensed by ISU during the term of this Agreement.

4. Section 1(d) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 1(d):

> "(d) 'Financial Service Product' means any credit card program, charge card program, debit card program, travel and entertainment card program, unsecured installment or revolving loan program, and deposit program. This definition shall not include any current or future credit card, loan or deposit program between ISU and any entity other than MBNA America, the purpose of which is to conduct university-related business, including: (i) long distance calling cards; (ii) business credit cards issued to ISU employees; (iii) the customary operation of ISU's accounting and receivables billing system; (iv) ISU's procurement card program; (v) ISU's business or corporate travel card program; (vi) student loan consolidation programs; and (vii) the ISU faculty, staff and student debit/credit/ATM card program (the "ISUCard Program"), provided that such ISUCard Program does not include the issuance of credit cards, charge cards, debit cards or travel and entertainment cards to Constituents other than faculty, staff and current enrolled students of ISU, and provided further that such ISUCard Program does not include the use of Trademarks in a manner that is likely to cause Constituents to confuse the ISUCard Program with the Program. For the avoidance of doubt, the aforementioned exception to the definition of "Financial Service Product" does not apply to any credit card, charge card, debit card, travel and entertainment card, unsecured installment or revolving loan program or deposit program that may be used in whole or in part for a purpose other than to conduct university-related business."

5. Section 1(i) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 1(i):

> "(i) 'Trademark' means the ISUAA Trademarks and the ISU Trademarks.

6. Section 2(a) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(a):

> "(a) ISUAA agrees that during the term of this Agreement it shall, and it shall cause ISU, to endorse the Program exclusively and ISUAA shall not and shall not permit, any ISUAA Affiliate or ISU, by itself or in conjunction with others, to directly or indirectly: (i) sponsor, advertise, aid, develop, or market Financial Service Products of any entity other than MBNA America, or solicit proposals for programs offering, or discuss with any entity other than MBNA America the providing of, Financial Service Products that are an alternative to or in competition with the

Program; (ii) license or allow others to license the Trademarks in relation to or for promoting Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Constituents in relation to or for promoting Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ISUAA, any ISUAA Affiliate and ISU may accept (1) advertising of another entity's Financial Service Products and (2) sponsorship or other financial support from another entity, provided that any such advertisement or expression of sponsorship or financial support does not contain an express or implied endorsement by ISUAA, any ISUAA Affiliate or ISU of any Financial Service Products of such entity. It shall not be deemed a breach of this Section 2(a) for ISU to contract with an entity other than MBNA America to offer their Financial Service Products from a facility located within ISU's Memorial Union, provided that ISU does not (x) sponsor, advertise, aid, or market the Financial Service Products of such entity; (y) license or allow others to license the Trademarks in relation to or for promoting Financial Service Products of such entity; or (z) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Constituents in relation to or for promoting Financial Service Products of such entity. Notwithstanding anything else in this Agreement to the contrary, it shall not be deemed a breach of this Section 2(a) for ISU to disclose or otherwise make available Directory lists of students, prospective students, former students or employees of ISU pursuant to a lawful request or order pursuant to the Iowa Open Records Act, Iowa Code Chapter 22."

7. Section 2(g) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(g):

"(g) ISUAA hereby grants MBNA America and its affiliates a limited, exclusive license or sub-license (as the case may be) to use the Trademarks, including but not limited to the ISUAA Wordmark, solely in conjunction with the Program, including the promotion thereof. This license or sub-license shall be transferred upon any permitted assignment of this Agreement. This license or sub-license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. ISUAA shall provide MBNA America all Trademark production materials (*e.g.*, camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after ISUAA's execution of this Agreement. Nothing stated in this Agreement prohibits ISUAA from granting to other persons a license or sublicense to use the Trademarks in conjunction with the providing of any other service or product, except for the Financial Service Products."

8. Section 2(j) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 2(j):

"(j) If at any time during the term of this Agreement ISU terminates or intends to terminate or not renew its then current (i) business credit card program, (ii) procurement card program, (iii) business or corporate travel card program, or (iv) ISUCard Program and desires to continue the subject program with an entity, ISUAA shall notify MBNA America of ISU's desire to continue the subject program. MBNA America shall have the right to submit a proposal to ISU to offer the subject program under the terms of any Request For Proposal (RFP) issued by ISU."

9. Section 4(b) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 4(b):

"(b) ISUAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license or sub-license (as the case may be) the Trademarks to MBNA America for use as contemplated by this Agreement. ISUDA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to provide the Athletics Mailing Lists to MBNA America for the promotion of the Program."

10. Effective July 1, 2005, the Plus Rewards Addendum is amended by deleting Attachment #1, Section II in its entirety. For the avoidance of doubt, the provisions of Attachment #1, Section II will remain in effect through and including June 30, 2005.

11. Effective July 1, 2005, the provisions of Schedule B to the Agreement shall be hereby deleted in their entirety and replaced with a new Schedule B as set forth on Attachment #1, attached hereto and incorporated herein by reference. For the avoidance of doubt the provisions of the existing Schedule B will remain in effect through and including June 30, 2005.

12. Section 3(g) of the Agreement is hereby deleted in its entirety and shall be replaced with the following new Section 3(g):

"(g) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide ISUAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), and documentation of any deductions for royalties paid to licensed vendors for gifts and premiums as allowed under Section 19 of this Fourth Amendment made during the preceding calendar period."

13. In addition to all other sponsorship and marketing rights, privileges, opportunities and obligations provided for under this Agreement (including, without limitation, the Second Amendment), ISUAA or ISUDA, as specified on Attachment #2, shall provide to MBNA America the sponsorship and marketing opportunities listed on Attachment #2, attached hereto and incorporated herein by reference, free of charge, during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that the respective obligations of ISUAA and ISUDA under each Annual Marketing Plan are material obligations of ISUAA or ISUDA, as the case may be, to MBNA America.

14. The parties understand and agree that the List Agreement is hereby extended and will end on the date this Agreement expires or is terminated.

15. MBNA America agrees to make a gift of $75,000 toward the cost of ISU's Morrill Hall renovation project. In consideration of such gift, ISUAA shall obtain for MBNA America the right for MBNA America to receive upon completion of the renovation project permanent named recognition of its gift in a manner and location within the renovated building that is mutually satisfactory to MBNA America and ISU.

16. MBNA America shall produce and provide signage to ISUAA and ISUDA, respectively, to be used for the purpose of promoting the Program in the manner and location(s) as MBNA America and ISUAA or MBNA America and ISUDA (as the case may be) may mutually agree upon from time to time. ISUAA or ISUDA (as the case may be) shall remove such signage within three days of MBNA America's request.

17. Subject to ISUAA's and ISUTLO's prior approval, MBNA America shall offer two distinct credit card plastic designs under the Program.

18. Upon the request of MBNA America, for each year of the contract period, ISUAA and/or ISUDA shall provide at no cost to MBNA America two game tickets/seats at one ISU home football game, one ISU men's home basketball game, and one ISU women's home basketball game for MBNA America employees and/or agents. ISUAA and/or ISUDA shall also provide concessions and any other prior agreed upon requests to employees and/or agents of MBNA America at the selected events.

19. Subject to applicable law and regulation, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. ISUTLO shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. MBNA America shall use vendors licensed by ISUTLO to produce or manufacture such gifts and premiums. MBNA America may be required to pay royalties due directly or indirectly to or on behalf of ISUAA, ISUDA, or ISU for such gifts or premiums. MBNA America may deduct documented royalty payments made to licensed vendors from all Royalties otherwise due under this Agreement to ISUAA.

20. Except as amended by this Fourth Amendment, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Fourth Amendment and the Agreement shall be governed by this Fourth Amendment. This Fourth Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Fourth Amendment, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Fourth Amendment as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Fourth Amendment for and on behalf of such party.

IOWA STATE UNIVERSITY ALUMNI ASSOCIATION	MBNA AMERICA BANK, N.A.
By: Jeffery W. Johnson	By: Thomas L. Brooks
Name: Jeffery W. Johnson	Name: Thomas W. Brooks
Title: President	Title: Senior EVP
Date: 6-29-05	Date: July 11, 2005

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

By: _____

Name: Warren R. Madden

Title: Vice President for Business and Finance

Date: 6/29/05

IOWA STATE UNIVERSITY DEPARTMENT OF ATHLETICS

By: Bruce Van De Velde

Name: _____

Title: Director of Athletics

Date: 6/29/05

ATTACHMENT #1

SCHEDULE B

ROYALTY ARRANGEMENT

Effective July 1, 2005 and continuing during the term of this Agreement, MBNA America will pay ISUAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for ISUAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America.

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

2. $1.00 (one dollar) for Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

4. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B notwithstanding any other provision of this Agreement.

1. $1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.

2. $1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward

Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). For the avoidance of doubt, retail purchase transactions do not include cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. $5.00 (five dollars) for each new consumer Gold Reserve account opened, which is utilized by the Customer for at least one transaction, which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for the consumer Gold Reserve Accounts described below. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. $5.00 (five dollars) for each new consumer Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for the consumer Gold Option Accounts described below. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

E. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.

2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. ROYALTY ADVANCE

1. Within forty-five (45) days after each of the following dates MBNA America shall pay to ISUAA the following corresponding amounts:

DATE	ADVANCE AMOUNT
July 1, 2005	$500,000 (Five Hundred Thousand Dollars)
July 1, 2006	$500,000 (Five Hundred Thousand Dollars)
July 1, 2007	$500,000 (Five Hundred Thousand Dollars)
July 1, 2008	$515,000 (Five Hundred Fifteen Thousand Dollars)
July 1, 2009	$525,000 (Five Hundred Twenty-Five Thousand Dollars)
July 1, 2010	$525,000 (Five Hundred Twenty-Five Thousand Dollars)
July 1, 2011	$525,000 (Five Hundred Twenty-Five Thousand Dollars)

(each, an "Advance"), as an advance against future Royalties accrued pursuant to this Agreement on and after July 1, 2005, subject to the provisions set forth below. All Royalties accrued on and after July 1, 2005 shall, in lieu of direct payment to ISUAA, be applied against each of the above referenced Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to ISUAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to ISUAA hereunder, and (y) ISUAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vii) below should occur:

(i) The Agreement is terminated prior to June 30, 2012;

(ii) ISUAA or ISUDA materially breaches any of its obligations under this Agreement, which breach is not cured within sixty (60) days after receipt of written notice of such breach from MBNA America;

(iii) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting at least six (6) direct mail campaigns to the full updated Mailing List (as defined in the "List Agreement") and Athletics Mailing List during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of the Agreement;

(iv) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting at least six (6) telemarketing campaigns to the full updated Mailing List (as defined in the "List Agreement") and Athletics Mailing Lists during each consecutive twelve month period commencing July 1, 2005, and continuing during the term of the Agreement;

(v) ISUAA, ISUDA or ISU prohibits or otherwise prevents MBNA America from conducting direct promotion tabling events as described in and in accordance with Exhibit #1 of the Second

Amendment and Attachment #2 of the Fourth Amendment, respectively, during each consecutive twelve-month period commencing July 1, 2005, and continuing during the term of the Agreement;

(vi) The List Agreement is terminated prior to June 30, 2012.

(vii) ISU or ISUDA endorses, sponsors, advertises, aids, or markets any Financial Service Product of any entity other than MBNA America, or solicits proposals for programs offering, or discusses with any entity other than MBNA America the providing of, Financial Service Products that MBNA America believes is an alternative to or in competition with the Program, provided however, that in the event MBNA America believes the condition in this Clause (vii) has occurred, MBNA America shall provide ISUAA written notice describing the basis for which MBNA America believes this condition has occurred, and shall provide ISUAA a reasonable opportunity to resolve the occurrence to MBNA America's reasonable satisfaction. If ISUAA does not resolve or substantially resolve the occurrence, or the parties do not otherwise mutually resolve the occurrence, within thirty (30) days after ISUAA's receipt of notice from MBNA America, then MBNA America may exercise any and all of its rights that it reasonably believes it is entitled to exercise under this Agreement with regard to the occurrence of this condition. Notwithstanding anything in this Agreement to the contrary, MBNA America shall not be obligated to pay any Advance hereunder, unless and until the occurrence has been resolved, if at the time the Advance is due, MBNA America has provided ISUAA written notice of its belief that the condition described in this Clause (vii) has occurred.

2. Beginning July 1, 2005, if during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to ISUAA, and pays ISUAA Royalties accrued by ISUAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

G. ROYALTY GUARANTEE

ISUAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance(s) described in Subsection F.1, above) equal to or greater than Three Million Five Hundred Ninety Thousand Dollars ($3,590,000) (the "Guarantee Amount") during the period commencing on July 1, 2005 and ending on June 30, 2012, subject to the provisions set forth below. If on June 30, 2012 ISUAA has not accrued $3,590,000 in Royalties, MBNA America will pay ISUAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by ISUAA from July 1, 2005 through and including June 30, 2012 and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection F.1, above.

H. SPONSORSHIP PAYMENT

Provided that none of the conditions in Section F.1, above, have occurred, within forty-five (45) days after each of the following dates MBNA America shall pay to ISUAA the following corresponding amounts:

DATE	SPONSORSHIP PAYMENT
July 1, 2005	$13,000 (Thirteen Thousand Dollars)
July 1, 2006	$12,000 (Twelve Thousand Dollars)
July 1, 2007	$12,000 (Twelve Thousand Dollars)

July 1, 2008	$12,000 (Twelve Thousand Dollars)
July 1, 2009	$12,000 (Twelve Thousand Dollars)
July 1, 2010	$12,000 (Twelve Thousand Dollars)
July 1, 2011	$12,000 (Twelve Thousand Dollars)

ATTACHMENT #2
SPONSORSHIP AND MARKETING OPPORTUNITIES

I. ISUAA SPONSORSHIP AND MARKETING OPPORTUNITIES

ISUAA shall provide to MBNA America the following sponsorship and marketing opportunities under each Annual Marketing Plan:

(a) ISUAA shall permit MBNA America to advertise the Program on its home page and on the home pages of ISUAA's affiliated organizations, including but not limited to, ISUAA's Student Alumni Association, Student Alumni Leadership Council, and Cyclone Alley Central. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. ISUAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.

(b) ISUAA will create and run at least four (4) full-page testimonials about the Program annually in its alumni magazine, currently *Visions*.

(c) If requested by MBNA America, ISUAA shall agree to send a test e-mail solicitation for the Program to a minimum of ten thousand (10,000) Constituents between July 1, 2005 and December 31, 2005. If the e-mail campaign is successful, then ISUAA agrees that, upon the request of MBNA America, ISUAA shall send e-mail solicitations for the Program to the Constituents at least two (2) times per calendar year during the remainder of the term of the Agreement. The e-mail solicitations are subject to the prior written approval of MBNA America. ISUAA shall comply with MBNA America's instructions and all applicable law concerning the distribution of advertisements by e-mail, including without limitation the CANN SPAM Act. ISUAA shall comply with MBNA America's instructions concerning compliance with applicable law, including without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, regarding e-mail solicitations for the Program.

(d) ISUAA shall secure from ISU, during each year of this Agreement, all required permission and necessary access for MBNA America to conduct, subject to university guidelines, direct promotion tabling for the Program at ISU's Student Union and at such other on-campus or university-sponsored events, locations or venues as ISUAA and MBNA America may mutually agree upon from time to time, including but not limited to WelcomeFest and select Senior outreach events. Notwithstanding the foregoing, ISUAA will secure for MBNA America one (1) parking pass for every four (4) MBNA America representatives who are scheduled to conduct direct promotion tabling, which passes will be for location(s) within close proximity to the facility, location, or venue in which MBNA America will be conducting its direct promotion tabling. ISUAA will obtain permission from ISU for MBNA America to have as many as four (4) direct promotion tabling locations (each a "Location") within the facility or venue holding the event. The Locations shall be at prominent locations within such facility or venue to be mutually agreed upon by MBNA America, ISUAA, and ISU. In addition, ISUAA will use its best efforts to gain from ISU reasonable vehicular access to the facility in which MBNA America will be conducting direct promotion tabling, such that, to the extent possible, MBNA America will have a convenient position, in relation to each Location, in which to unload and load vehicle(s) before and after an event. ISUAA will obtain permission from ISU for MBNA America to set up each Location at least one (1) hour prior to the scheduled start of an event. Any issues concerning direct promotion tabling on campus or at university-sponsored events not specifically mentioned in this Agreement will be mutually agreed upon by MBNA America and ISUAA, and to the extent applicable, by ISU.

(e) From time to time during the term of this Agreement, as mutually agreed upon by MBNA America and ISUAA, ISUAA will arrange with the Iowa State University Foundation (the "Foundation") to solicit interest in the Program during fundraising campaigns. Such solicitation efforts will be conducted in accordance with MBNA America's instructions.

(f) Subject to the prior written approval of MBNA America, ISUAA shall place an MBNA America logo on premium items provided to members of ISUAA's affiliated Student Alumni Association ("SAA"). ISUAA shall cause to appear on such premium items appropriate copyright and/or trademark notices as designated in advance and in writing by MBNA America for the MBNA America logo. ISUAA shall provide to MBNA America the opportunity to market the Program to members of the SAA including but not limited to distributing take-one applications for the Program, and sending e-mail solicitations for the Program to members of the SAA.

II. ISUDA SPONSORSHIP AND MARKETING OPPORTUNITIES

ISUDA shall provide to MBNA America the following sponsorship and marketing opportunities under each Annual Marketing Plan:

(a) ISUDA will continue to provide MBNA America the direct promotion opportunities in accordance with the provisions of Section B of Exhibit #1 of the Second Amendment, except that ISUDA agrees to increase the number of Locations provided for in Paragraph B.2 of Exhibit #1 from two (2) Locations to four (4) Locations for regular season home football games. In addition, ISUDA will provide reasonable vehicular access to the athletic facility in which MBNA America will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the MBNA America vehicle a convenient position, in relation to each Location, before and after the event to unload/load. MBNA America and ISUDA agrees with the other that they will mutually agree upon any additional issues concerning direct promotion tabling at athletic events that are not specifically mentioned in this Agreement.

(b) ISUDA will provide two fifteen-second public address announcements advertising the Program at each home athletic event where direct promotion tabling for the Program is occurring.

(e) MBNA America has the right to distribute take-one applications for the Program with all athletic ticket renewal notices, athletic season ticket mailings, and/or at all window locations that sell tickets for athletic events.

ATTACHMENT #3
IOWA STATE UNIVERSITY

TRADEMARK LICENSE AGREEMENT

This is an agreement dated JUNE 29, 2005 between IOWA STATE UNIVERSITY ALUMNI ASSOCIATION organized under the laws of the State of Iowa having its principal place of business at Fisher-Nickell Hall, 214 Richardson Court, Iowa State University, Ames, IA 50011-1370 (hereinafter called "LICENSEE") and IOWA STATE UNIVERSITY Trademark Licensing Office, having its principal place of business at 1350 Beardshear Hall, Ames, Iowa 50011-2038 (hereinafter called " Trademark Licensing").

WHEREAS, Iowa State University of Science and Technology, Ames, Iowa 50011 (hereinafter referred to as "University") is the owner of all right, title and interest in and to certain designations including but not limited to designs, image, visual representations, logo, trade names, trademarks, trade dress, service marks, collective membership marks, logographics and/or symbols including any derivatives thereof which have come to be associated with the University, including, without limitation, the designations set forth in Exhibit A attached and other designs and symbols (hereinafter referred to as "Marks"), and

WHEREAS, the University has designated Trademark Licensing to manage and license said Marks and has granted Trademark Licesning the power to license others to use said Marks in a manner consistent with the objectives of the University, and

WHEREAS, LICENSEE desires to obtain a license to use one or more of said Marks in connection with a affinity program, and

WHEREAS, Trademark Licensing is willing to permit LICENSEE to make such use of the Marks in such manner as to preserve the integrity, character and dignity of the University and maintain the reputation of the Marks as designating high quality merchandise;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. DEFINITION

1.1 "Licensed Products" means the Financial Service Products as defined in Exhibit A.

1.2 "Premium" means any product bearing the Marks given free or sold at less than the usual selling price for the purpose of increasing the sale of, or publicizing any other product or service, or for any other giveaway purpose. The term "other products or service " does not include Licensed Products.

1.3 "Territory" means the United States of America.

2. GRANT OF LICENSE

2.1 Trademark Licensing grants to LICENSEE, subject to the terms and conditions of this Agreement, a limited exclusive, renewable license to use the Marks identified in section number 3 of Exhibit A within the Territory. The limited exclusivity of this grant is described in Exhibit A.

2.2 LICENSEE shall have the right to sublicense others to use the Marks subject to the following:

(a) LICENSEE agrees that any such sublicense will contain provisions which obligate the sub-licensee to LICENSEE to at least the same extent that LICENSEE is obligated to Trademark Licensing under this Agreement; and

(b) LICENSEE agrees to inform Trademark Licensing of every fully executed sub-license involving the Marks and to provide a copy of each such sub-license to Trademark Licensing upon the latter's request.

2.3 License is granted under this Agreement for the use of Marks in connection with Premium programs on the condition that the premium products are produced by a vendor licensed by Trademark Licensing. The use of Marks on Premium products requires approval by Trademark Licensing .

3. APPROVALS, QUALITY, SAMPLES AND NOTICES

3.1 LICENSEE agrees that it will use the Marks only in connection with the marketing, promotion and sale of Licensed Products.

3.2 LICENSEE shall, before it sells or distributes any product or service, furnish Trademark Licensing, free of cost, for its approval, an artist's drawing of the instruments to be used for the Licensed Products and any other items bearing the Marks. Advertisements and promotion material also require written approval from Trademark Licensing prior to actual use of the Marks in the advertisement and promotion of Licensed Products.

3.3 LICENSEE shall complete and return Exhibit A with the artist's drawing. Signing of Exhibit A by Trademark Licensing shall constitute approval from Trademark Licensing as to the form and manner in which LICENSEE proposes to use the Marks.

3.4 LICENSEE acknowledges that if services and/or products sold or distributed by it are of inferior quality, the substantial goodwill which the University possesses in the Marks may be impaired. Accordingly, LICENSEE undertakes that the marketing will be done in such a way as to preserve the integrity, character and dignity of the University and that the services and/or products shall be of high quality.

3.5 LICENSEE agrees that all Licensed Products shall contain appropriate legends, marking and notices, as required by Trademark Licensing, to give appropriate notice to the consuming public of the University's right, title and interest.

4. REPORTS

LICENSEE agrees within 60 days of June 30 to provide annual reports of royalty income received from sub-licensee(s) during the previous July 1 through June 30. The report will identify royalty received for each Financial Service Product as defined in Exhibit A.

5. OWNERSHIP OF RIGHTS

LICENSEE recognizes and acknowledges the proprietary right of ownership of the Marks by the University. LICENSEE shall not at any time during the term of this Agreement or thereafter contest University's right, title and interest in and to the Marks or otherwise claim that the LICENSEE'S permitted use of the Marks has created or vested in it any right, title or interest therein. LICENSEE shall not at any time apply for registration of the Marks, either alone or in combination with any other words, letters, symbols or designs. All uses of Marks by LICENSEE shall inure to the benefit of University.

6. INDEMNIFICATION

LICENSEE shall defend, indemnify, and hold harmless the State of Iowa, the Board of Regents, the University, Trademark Licensing and its Board of Directors, and their respective officers, agents, employees, assignees, and successors (herein after RELEASEES) from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the acts or omissions by LICENSEE or sub-licensee in connection with the solicitation or performance of its duties under this Agreement.

7. TERM, DEFAULT, AND INSOLVENCY

7.1 So long as LICENSEE has only one active sub-license agreement, the term of this Agreement shall be coterminous with the LICENSEES' sub-license agreement unless terminated as provided below. The Agreement shall be renewable upon mutual agreement.

7.2 If LICENSEE shall fail to perform any of the terms or conditions of this Agreement and such failure or breach shall not be cured within sixty (60) days after giving written notice thereof, Trademark Licensing shall have the right to terminate this Agreement, without prejudice to the right of compensation for losses and damages.

7.3 Upon termination, all rights granted LICENSEE herein shall cease. LICENSEE agrees to immediately discontinue the promotion and sale of Licensed Products and the use of all Marks. LICENSEE shall remove any Financial Service Products as defined in Exhibit A from the market place as they expire.

8. INFRINGEMENT

LICENSEE agrees to immediately notify Trademark Licensing in writing of any infringements or imitations by third parties of the Marks which may come to the LICENSEE's attention. Trademark Licensing shall have the sole right to determine whether or not any action shall be taken on account of any such infringement or imitation.

9. CONFORMITY TO LAW

9.1 LICENSEE undertakes and agrees that the Licensed Products shall be in conformity with all federal, state, and local laws, ordinances, regulations and rules.

9.2 LICENSEE undertakes and agrees to pay all taxes, including federal, state, and local, which may be due on or by reason of the sale of any Licensed Products.

10. NOTICES

All notices or other communications required or desired to be sent to either party shall be in writing and sent by Registered or Certified Mail, postage prepaid at the address in the first paragraph of this Agreement. Either party may change such address by giving notice in writing to the other party.

11. MISCELLANEOUS

11.1 LICENSEE and Trademark Licensing agree that this Agreement and/or Exhibit A may be modified from time to time in a writing signed by both parties for the purpose of adding or deleting items therefrom.

11.2 This Agreement shall be construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

IOWA STATE UNIVERSITY	LICENSEE
By:	By:
Warren Madden	Type Name: Jeffery W. Johnson
Vice President for Business and Finanace	Title: President
	Phone: 575-294-4762

Exhibit A

Subject to the terms and conditions of the Trademark License Agreement, dated June 29, 2005

1. University Marks
   Verbiage: CYCLONES, ISU, IOWA STATE, IOWA STATE UNIVERSITY
   Designs: MASCOT CY, UNIVERSITY SEAL, CYCLONE, CAMPANILE
   Athletic: PRIMARY A and B, SECONDARY, AND WORD MARKS

2. Specifications of Licensed Products:

   Financial Service Products which means any credit card program, charge card program, debit card program, travel and entertainment card program, unsecured installment or revolving loan program, or deposit program established in conjunction with or for the benefit of ISUAA and its current or potential future members . This definition does not include all such programs of Iowa State University

3. University Marks approved for use with the Licensed Products:

   The license granted in Section 2.1 is exclusive to the use of the verbiage **Iowa State University** only when used with the words **Alumni Association.**

   The license granted in Section 2.1 is exclusive to the use of **Athletic Primary B.**

   The license granted in Section 2.1 is non-exclusive to the use of other Universtiy Marks described above in item number 1 as verbiage.

Submitted by:
Iowa State University Alumni Association

Signature

Jeffery W. Johnson
Name (printed)

President
Title

6-3-05
Date

Approved by:
Iowa State University of Science and Technology
Trademark Licensing Office

Signature

Name (printed) Warren R. Madden
Vice President for Business and Finance

Title

6/30/05
Date

IOWA STATE UNIVERSITY

Copy: Larry Quant
Frank Nogel
Mary Pinks

RECEIVED
NOV 5 2004
ISU ALUMNI ASSOCIATION

Date: October 25, 2004

To: Bruce Van De Velde

From: Jeff Johnson

Copy: Warren Madden, Scott Dahl, Don Kockler, Mary Pink, and Frank Nogel

Re: Recap of the ISUAA's MBNA Affinity Credit Card Program's Marketing Plan with and Payment Schedule to the ISU Department of Athletics

Please accept my thanks for the time Mary, Frank, and you provided to Scott, Don and me on Wed., Oct. 20, 2004, to discuss the marketing plan and payment schedule for the MBNA affinity credit card program. I am excited about the opportunities a more active partnership with the Athletic Department regarding this program will bring to both of our organizations – a chance to increase the number of active card users and carriers thus yielding increased revenues. This letter will serve as a summary of what we tentatively agreed on at the Oct. 20 meeting as it relates to the ISUAA's upcoming MBNA contract extension.

It is important that we all keep in mind that the final marketing agreement and payment schedule between the ISUAA and the ISUDA will not be drawn up until the ISUAA finalizes its contract extension with MBNA. The marketing agreement and payment schedule between the ISUAA and the ISUDA will contain language explaining the exclusivity of this arrangement as well as provide details about what services the ISUDA will be expected to provide.

This agreement will be effective beginning July 1, 2005, and continuing through June 30, 2012.

The following chart summarizes the Oct. 20 agreed upon payments the ISUDA would receive from the ISUAA during the terms of this 2006 - 2012 marketing agreement:

Fisher-Nickell Building Ames, Iowa 50011-1370

Payment Date	MBNA Guaranteed Royalty to ISUAA	ISUAA % paid to ISUDA	**Guaranteed Amount paid to ISUDA**	Bonus Base	**ISUAA payment to the ISUDA over the base**
January 15, 2006	$500,000	8.00	**$40,000**	$500,000	**50% of Royalty**
January 15, 2007	$500,000	8.00	**$40,000**	$500,000	**50% of Royalty**
January 15, 2008	$500,000	8.00	**$40,000**	$500,000	**50% of Royalty**
January 15, 2009	$515,000	8.00	**$41,200**	$515,000	**50% of Royalty**
January 15, 2010	$525,000	8.00	**$42,000**	$525,000	**50% of Royalty**
January 15, 2011	$525,000	8.00	**$42,000**	$525,000	**50% of Royalty**
January 15, 2012	$525,000	8.00	**$42,000**	$525,000	**50% of Royalty**

The column titled "Guaranteed Amount paid to ISUDA" represents the total annual royalty amounts the ISUDA would receive from the ISUAA over the life of this contract. The column titled "ISUAA payment to the ISUDA over the base" reflects the percent of the annual royalty amount the ISUAA will share with the ISUDA from MBNA royalties the ISUAA receives above the amount reflected in the column titled "Bonus Base."

Please take a moment and review carefully this document and verify that this is the arrangement we agreed upon by signing the bottom of the two letters and returning both letters to me for my signature. Upon receipt of the signed copies, I will sign them and return one of the letters to you for your file.

The ISUAA expects to receive the first draft of the MBNA contract extension within the next couple of weeks. I will keep you informed as to how we progress with this process.

Once again, thank you for extending your partnership with the ISUAA on this program. The ISUAA staff and I look forward to many more years of this affinity program serving Iowa State University and its students and alumni. We also look forward to more partnerships with you and your department.

Thanks, Bruce.

Sincerely,

Jeff Johnson

By my signature below, I agree to the contents of this document:

Bruce Van De Velde

Bruce Van De Velde
Director of Intercollegiate Athletics
Iowa State University Athletic Department

November 3, 2004

Date

Jeff Johnson
President
Iowa State University Alumni Association

November, 4, 200X

Date

IOWA STATE UNIVERSITY

APPENDIX B

Sample of Articles in Iowa State Daily Regarding Credit Cards

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Date	**Title**
11/13/06	Counting Cards Neglecting credit can harm college students' lives
06/13/06	Identity theft threatens EVERYONE
03/11/05	Careful with that card! You might not get a fresh start New bankruptcy bill brings more fairness, but also more responsibility
09/05/01	ISU students have less than average credit card debt
01/30/01	Experts say credit can help, harm students
07/27/00	Students bank on credit cards
10/06/99	UBS bookmarks educate students on credit cards
08/30/99	Planning key in avoiding credit card debt
06/15/99	Credit cards are the devil's plastic
02/05/98	Credit card use by college students has exploded in last four years
08/25/97	Registrar's office sells student information
12/13/96	Students charge into holiday season

IOWA STATE UNIVERSITY

APPENDIX C

Bank of America Information: Wise Use of Credit Cards

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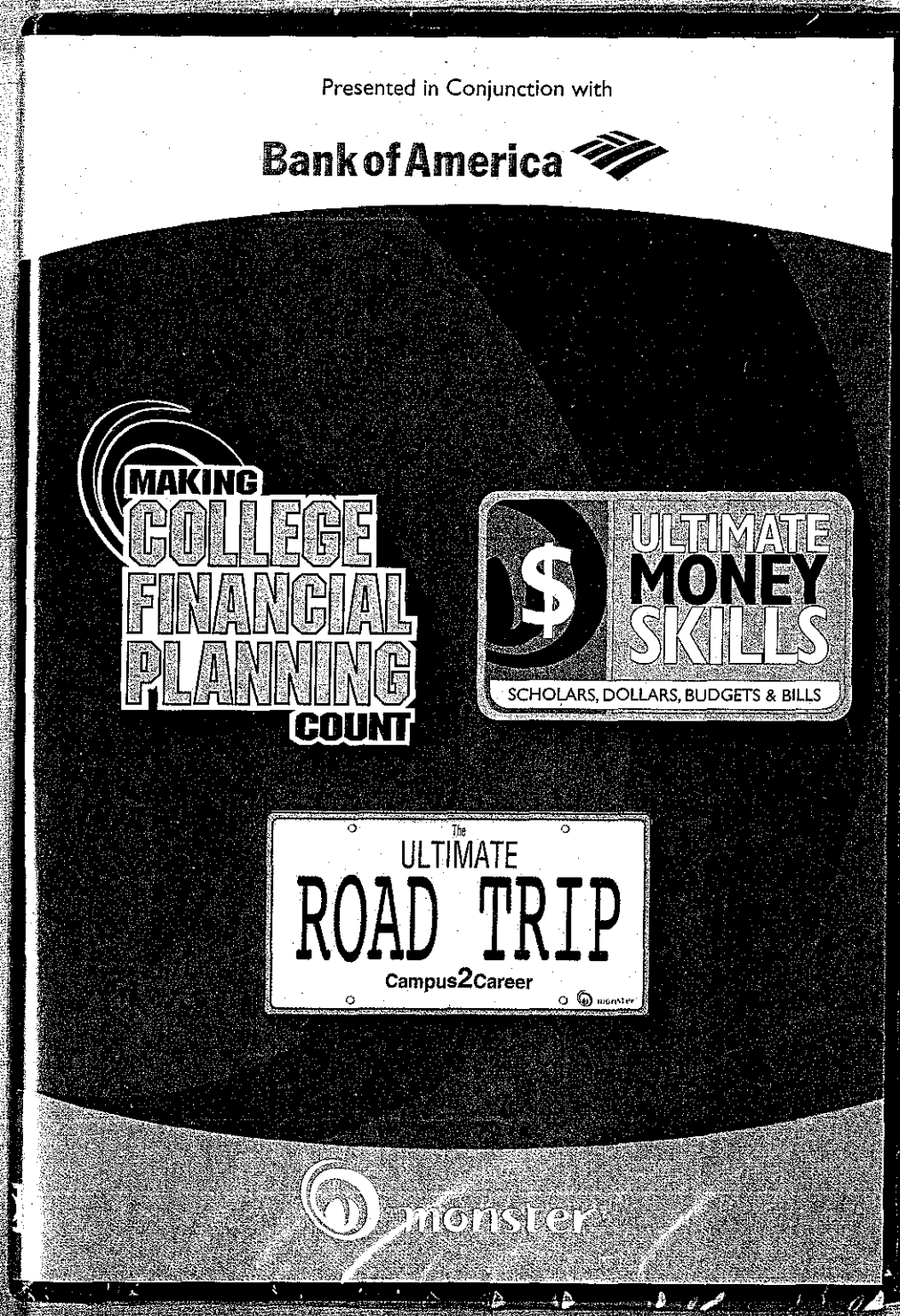
Cover of DVD Sponsored by
Bank of America



Bank of America and Monster
have partnered to provide interactive online and in-school presentations that empower parents and students to make the most informed decisions regarding their academic and financial futures.

Contact us for more information about any of these educational programs:

Making It Count
Phone: 513-772-1188
Email: programs@makingitcount.com
www.makingitcount.com

monster®

Programs presented in conjunction with:

Bank of America

Monster's Making It Count
10296 Springfield Pike, Suite 500
Cincinnati, Ohio 45215

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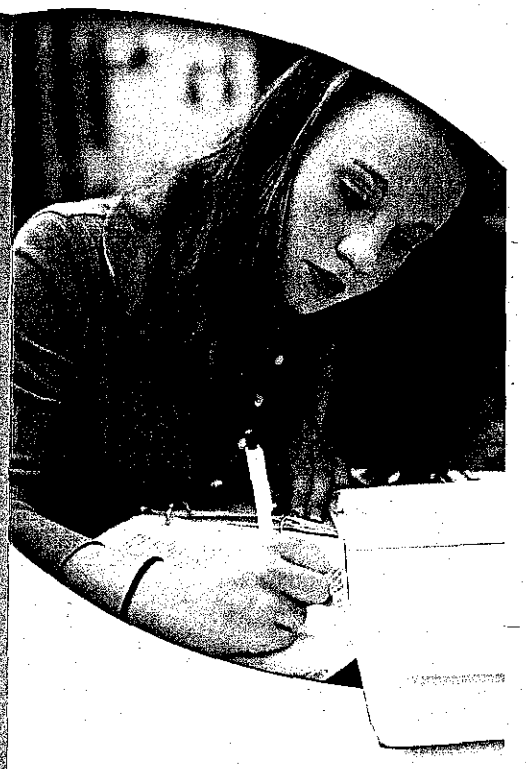
Empowering Students and Parents...



Presented in conjunction with:

Bank of America

To schedule these free presentations, call 513-772-1188

MAKING COLLEGE FINANCIAL PLANNING COUNT

The **Making College Financial Planning Count** online tool is an interactive overview of the college financing process that allows students and parents to work at their own pace while gaining invaluable information.

This online program will help students and their parents:

- Plan for and manage college costs.
- Understand the FAFSA, including critical tips and deadline dates.
- Learn the types of financial aid that are available, including scholarships and grants.
- Create your own personal college funding strategy using our College FundPath™ Worksheet.

Access this valuable tool anytime at www.elearning.makingitcount.com

An in-school, assembly-style version of this presentation is also available for high school students and their parents from September through April.

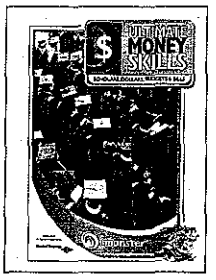
ULTIMATE MONEY SKILLS

SCHOLARS, DOLLARS, BUDGETS & BILLS

Ultimate Money Skills: Scholars, Dollars, Budgets and Bills is a free, on-campus presentation that gives college students the tips and tools they need to develop smart money management skills and ultimately achieve financial independence.

The program helps them recognize that the choices they make about money while in college can have a direct impact on their future financial success.

This FREE presentation teaches students how to:



- Use credit appropriately, including understanding credit scores and reports.
- Develop and follow a budget.
- Protect themselves from identity theft.
- Minimize debt to maximize wealth.

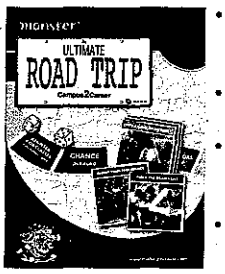
Available June through December

The ULTIMATE ROAD TRIP

Campus2Career

The Ultimate Road Trip: Campus2Career is a free, on-campus presentation that provides first-year college students with success strategies that will help them maximize their opportunities both in college and in future careers.

This FREE program shows students how to:



- Understand the importance of getting good grades in their first year.
- Effectively manage their time.
- Benefit from forming good working relationships with professors.
- Develop the characteristics that future graduate schools and employers seek.
- Identify common first-year mistakes to avoid.

Available June through October

Bank of America | Student Center | Resources | Tools & Planners - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Address http://www.bankofamerica.com/studentbanking/index.cfm?template=stb_tools_and_planners&adlink=00030214&c060000h435

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  - FAQs

Information for Iowa.
Change state

Tools and Planners

Planners

Student Financial Handbook

High School Planner
Four-year planner helps you research and apply to colleges of your choice.

Borrowing Planner
Compare features on top student loans to see which ones are right for you.

Cost Planner for Parents
Calculate future costs to determine what you'll need to cover college expenses.

College Budget Planner
Use this handy worksheet to plot out college loans and related education expenses.

Step-By-Step College Calendar - New Students
Step-By-Step College Calendar - Returning Students
Access these month-by-month calendars to help you stay focused on your financial aid.

Tools and Calculators

Loan Repayment Calculator
Estimate how much your monthly student loan payments may be with our repayment calculator.

Opt-Up™ CD Calculator
Determine the rate increase you could get with your Opt-Up CD.

CD Laddering Tool
Determine how to increase your potential earnings and increase access to a portion of your funds.

Talk to a Specialist

Student Loans
1.800.344.8382
Mon-Fri 8am-6pm

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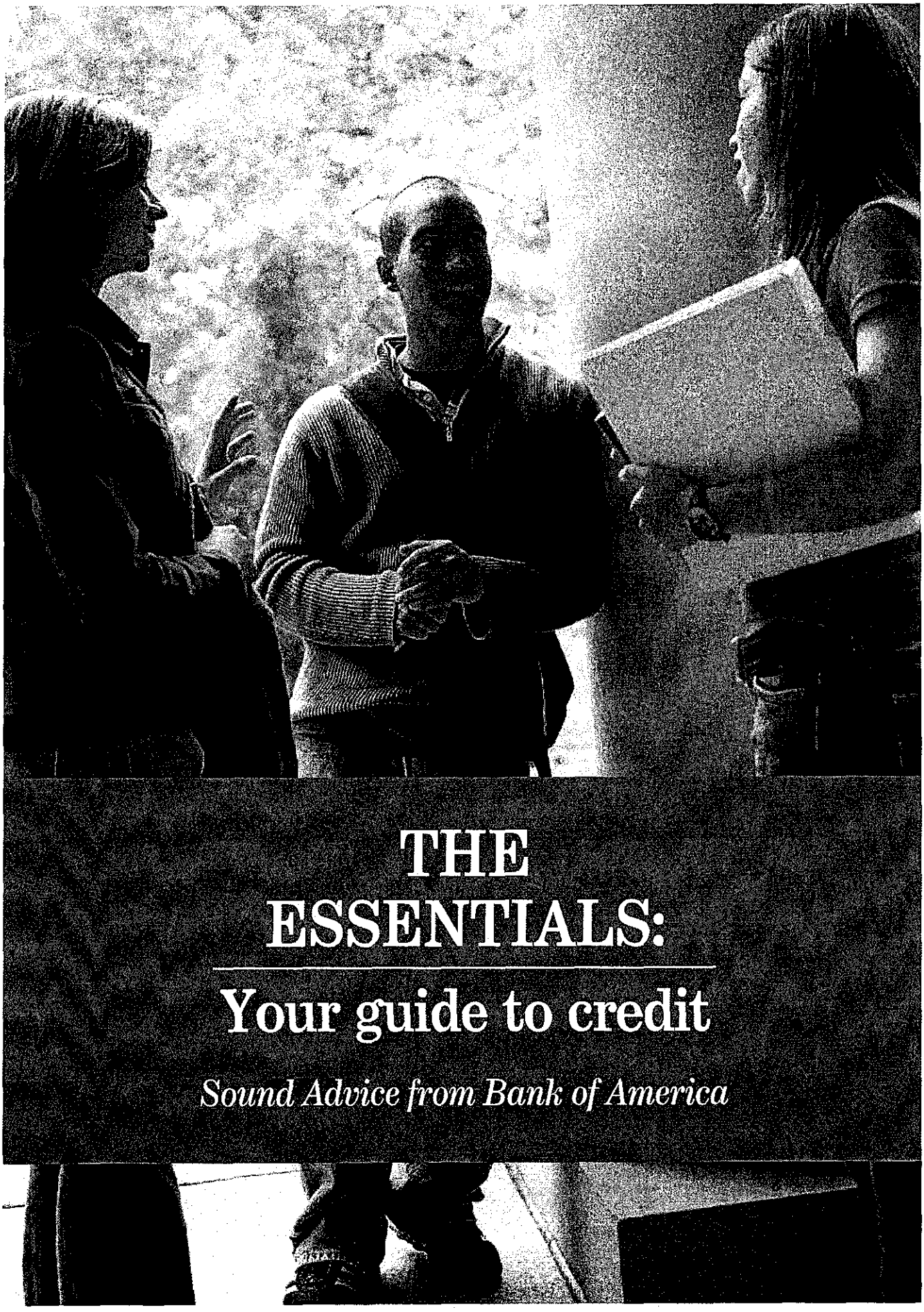
Internet

Start | Inbox - Microso... | Student Credit ... | Iowa State Univ... | http://www.ba... | Bank of America... | 4:41 PM



THE ESSENTIALS:

Your guide to credit

Sound Advice from Bank of America

Bank of America

THE ESSENTIALS

Index: Your Guide to Credit

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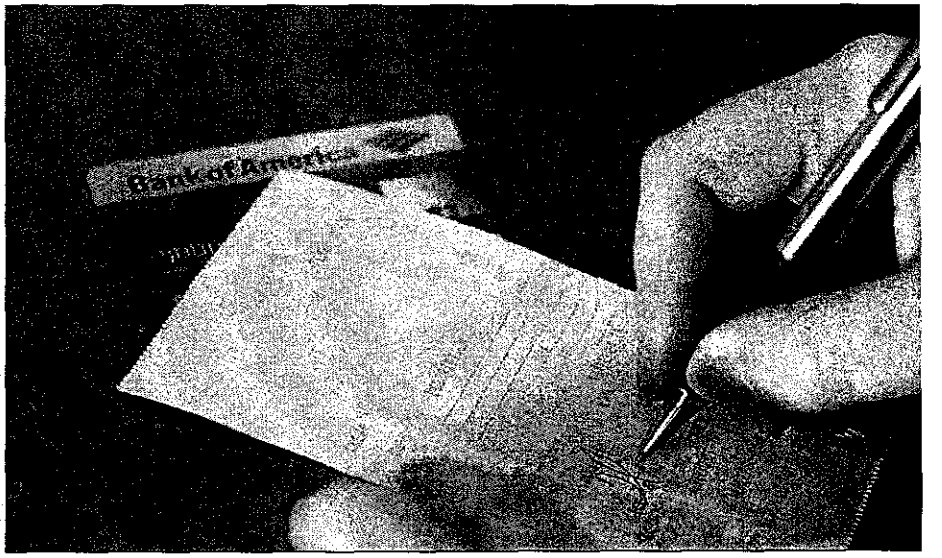


Chapter 1: Credit Card Basics

At Bank of America, we are committed to providing you with sound advice and financial tools to help you build and maintain a good credit history and to reach your financial goals. When you use your Bank of America credit card responsibly, you can begin to establish a credit history that will benefit you now and in the future.

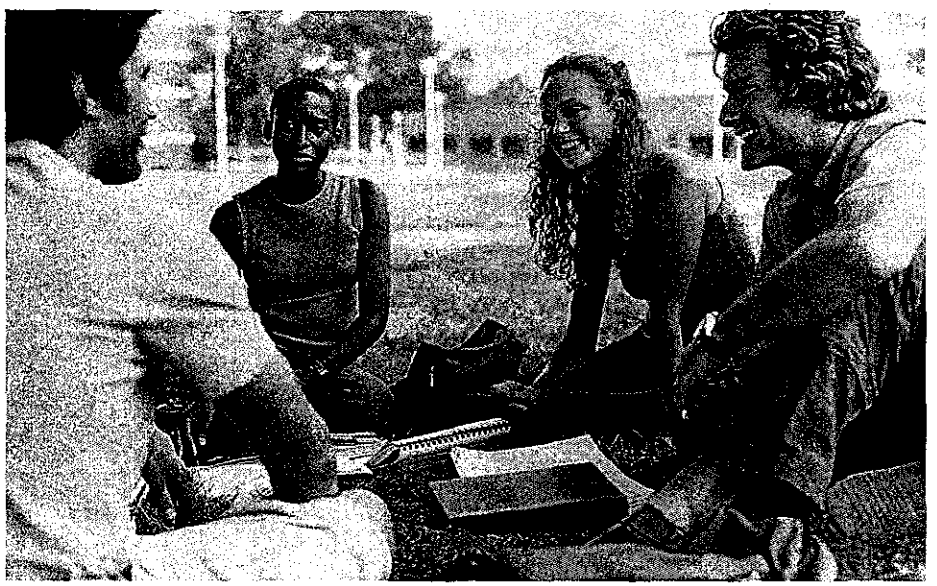
Before you start using credit cards, it's important to fully understand what a credit card is and how it works. After all, how you use and manage your cards will have a big impact on your financial future.

What exactly is a credit card?

A credit card is more than just a piece of plastic. It's a loan from a financial institution that you can use, and then repay over time, by making monthly payments.

Your credit card will have a set limit, and you'll need to keep your total balance under that limit. When you make payments, you'll be repaying the amount you spend, plus interest – unless you make purchases only and pay your full balance each month.

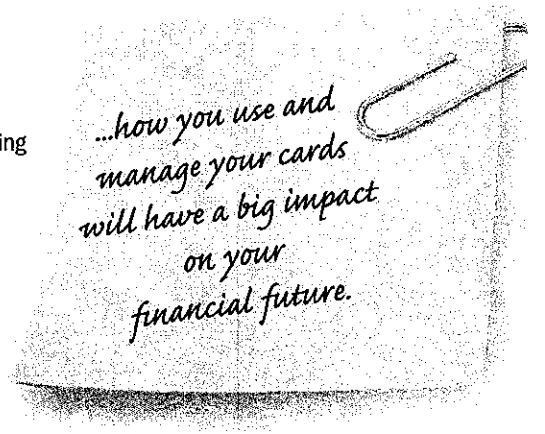
When you use credit cards wisely, you'll have a simple way of managing your finances from month to month.



THE ESSENTIALS

Benefits of using credit cards

- You don't have to carry cash or write checks.
- You can use it to pay for unexpected, emergency expenses, such as car repairs and medical bills.
- If occasionally you don't have cash available for necessities, such as food, water and gas, you can still purchase them.
- You'll receive a monthly statement, which includes a record of all your purchases, so you can track how much you're spending.
- You can consolidate all your spending into a single, monthly payment.
- You may receive purchase protection and extended product warranties.



Cautions about using credit cards

- You are responsible for the charges you make on the card.
- Things you buy may cost more than you expect, due to accumulated finance charges.
- If you mismanage your card account, you may incur fees such as overlimit or late fees.
- You'll need to set a budget, and make sure you can pay back whatever you're spending.
- Beware of impulse buying, which can break your budget.

Chapter 2: Using Credit Cards Responsibly

Credit cards offer convenience and give you a simple way to track all of your spending from month to month. That convenience requires a lot of responsibility. By managing your card usage properly, you create a track record that shows lenders you know how to manage credit. With a proven track record, lenders are more likely to lend you money for larger, more important purchases — like a new car or home.

No matter what you use your credit card for, it is important that you:

- Always pay at least the minimum amount due, as shown on your monthly statement. If you can pay your entire balance each month, that's even better, and will help you avoid high interest costs.
- Make your payments on time, every time.
- Make sure the total of all your transactions is within the limit for your card.
- Never spend more than you can afford to pay back. Consider this guideline: credit card spending and other borrowing (not including rent or mortgage payments) should generally not exceed 20 percent of your net income.

Missing payments will hurt your credit rating and can expose you to interest rate increases with your existing card, or future loans. That's because, when creditors discover that you're unable to pay your bills, they're less likely to trust you with other loans or credit cards.

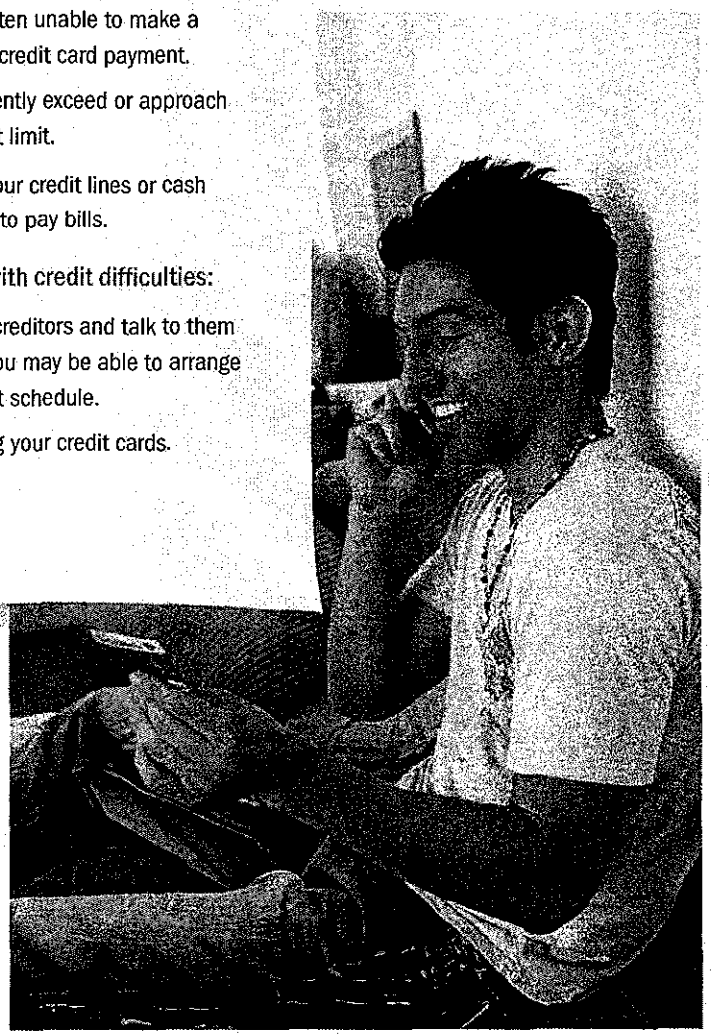
THE ESSENTIALS

Watch out for these signs of credit trouble:

- You don't know how much you owe until the bills arrive.
- You often pay your bills late.
- You are often unable to make a minimum credit card payment.
- You frequently exceed or approach your credit limit.
- You use your credit lines or cash advances to pay bills.

How to deal with credit difficulties:

- Call your creditors and talk to them directly. You may be able to arrange a payment schedule.
- Stop using your credit cards.



Chapter 3: What Your Credit Score Means

Your credit score is an important number that indicates to potential lenders how well you've managed your finances in the past and how likely you are to repay your debts based on your credit history. Your score can have a big impact on whether you can be approved for a credit card or loan, and what the interest rate will be.

About your credit report

Your credit report is basically a complete file of your financial history. Creditors look at it to find out how you've handled your debts and whether you've consistently paid your bills on time.

Your report includes your credit score, along with details on all of your past and current debts. This report usually contains information such as:

- Whether you've paid your credit card and loan bills on time.
- How you've handled other expenses, like rent and utilities.
- How much credit is currently available to you, on credit cards you already have.
- The total amount of debt you have outstanding.

Your credit report may be checked by:

- Banks, as they determine whether to offer you a credit card or loan – and as they decide what interest rate to offer.
- Landlords who are deciding whether or not to rent to you.
- Employers who may want to offer you a job.
- Auto insurance providers, and even cell phone companies, who want to know if they can rely on you to pay your bills.

How your score affects you

In general, the higher your score, the more likely you are to obtain the financial tools you need.

INDUSTRY CREDIT SCORE	
720-850:	Lenders see you as a moderate to low risk, and are more likely to give you a competitive interest rate on loans they provide.
620-719:	In this range, you will be considered a fair to good risk, but interest rates on loans provided may be higher. You should work to improve your score by paying your bills on time and reducing your outstanding debt.
350-619:	You may have difficulty obtaining credit cards, lines of credit, or loans you need for a new car, a home, etc. So improving your score should be a priority.

By paying your bills on time, making at least your minimum payment due on your credit card each month, and staying within your credit limit, you'll earn a good credit rating that will help you get the things you need in the future.

How to check your credit report

There are three credit reporting bureaus, and you have a credit report listed with each of them. You're entitled to a free report each year from each of the three bureaus so that you can check its accuracy. For details, you can visit each bureau online:

Equifax – www.equifax.com
Experian – www.experian.com
TransUnion – www.transunion.com

In addition, Bank of America offers a credit monitoring service, called the Privacy Assist Premier™ service, that notifies you when certain changes occur in your credit file and allows you to check your credit score and file online any time. To learn more about the benefits and costs associated with this program or to enroll, visit www.bankofamerica.com/privacyassist or call 1.866.433.3487.

We recommend that you check your credit rating once each year to be sure that the information provided on your report is accurate. If you find any errors, report them to the bureaus immediately.

Chapter 4: Setting and Sticking to a Budget

Do you have enough money to catch that movie or have dinner with your friends? Do you need to work extra hours to pay for all your back-to-school needs? Not sure? Then you need a budget.

Establishing and maintaining a good credit score begins with setting a budget that you can live by. When you have a thorough understanding of where your money goes, you can find ways to ensure that you're not overspending on "extras."

To set your budget, just follow these simple steps:

1. **Record your total monthly income.** This can include everything from paychecks to allowances from your parents.
2. **Record all of your expenses.** Every small purchase counts, so be sure to take this important step, tracking everything you buy for at least one full month.
3. **Categorize your spending.** Divide your expenses into "non-discretionary" spending, for housing costs, groceries, insurance, taxes, utilities, etc., and identify which ones vary from month to month. Then, note your "discretionary" spending, on things that aren't true necessities – like movie tickets, CDs, magazines and eating in restaurants.
4. **Target discretionary spending.** This is obviously the easiest area in which to cut expenditures. Consider creating new habits, like making your own coffee or going out to movies and dinner less frequently.

Always balance your income and your expenses monthly to make sure you're not spending more money than you earn. The budget planner on the following pages will help make this even easier.

Budget Planner

	Budgeted Amount	Actual Amount	Difference
INCOME: (per month)			
Wages			
Savings/Allowance			
Scholarships/Grants			
Student Loans			
Parental/Guardian Contribution			
Miscellaneous Income			
Total Income			
EXPENSES:			
EDUCATION: (semester cost ÷ number of months in a semester = monthly cost)			
Tuition			
Books/Lab Fees, Supplies, etc.			
(Calculate the rest of these expenses per month.)			
HOUSING:			
Rent/Board			
Utilities (water, electric, etc.)			
Cell Phone/Home Phone/ Internet			
Furniture/Maintenance/ Trash Removal, etc.			
TRANSPORTATION:			
Car Payment			
Insurance			
Gas			
Repairs/Maintenance			
Travel (taxi, bus, train, etc.)			
FOOD:			
Campus Meal Plan			
Groceries			
Eating Out, Lunches, Snacks			
DEBT PAYMENTS:			
Credit Cards			
Student Loans			
Other Loans			

(continued on next page)

Budget Planner

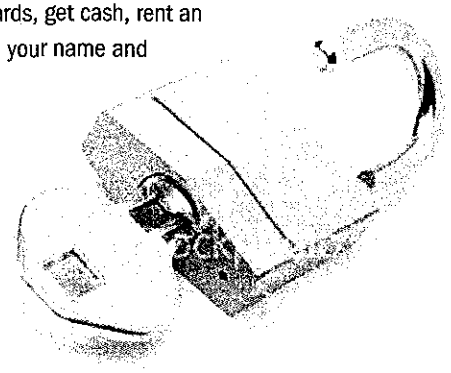
PERSONAL:			
Clothing/Laundry			
Haircare (cuts, style, etc.)			
Health (prescriptions, insurance, doctor/dentist, etc.)			
Pet Supplies/Food/Vet			
ENTERTAINMENT/RECREATION:			
Cable TV/Videos/Movies			
Computer Expense			
Hobbies			
Subscriptions and Dues			
Gifts for Family/Friends			
Vacations (Start thinking about Spring Break now and budget accordingly!)			
SAVINGS ACCOUNT DEPOSITS:			
MISCELLANEOUS EXPENSES:			
Total Expenses			
Total Income			
Total Expenses			
Income Minus Expenses			

Chapter 5: Protecting Your Identity

How to recognize identity theft

Identity fraud is one of the fastest growing types of crime. But how does someone steal your identity anyway? And what do they do with it once they steal it?

Identity theft is a crime that happens when someone obtains your personal information and uses it for their own personal gain. Depending on the type of information obtained, a thief can open bank accounts, buy things with your credit cards, get cash, rent an apartment, open new credit card accounts in your name and damage your credit rating.



Here are a few things you can do to help protect yourself against identity theft:

- Check your credit reports regularly. Get them from all three credit reporting bureaus: Equifax, TransUnion, and Experian. If you are a Bank of America customer already, you can enroll in the Privacy Assist Premier™ service. To learn more about the program and associated fees, visit www.bankofamerica.com/privacyassist.
- Watch your statements for unauthorized charges.
- Keep identity information – such as your social security number, credit or debit card number, and other personal information – private and in a secure location. Don't give such information out over the Internet or via phone, unless you trust the company and you've initiated the phone call.
- Sign the back of your card, and use photo ID credit cards if available from your card issuer.
- Make a list of your credit card numbers and the phone numbers to call if you do need to report a lost or stolen card.

If you do see unauthorized charges on your credit card, report it to your credit card issuer right away.

Chapter 6: Other Informational Resources

Bank of America provides many informative tools and programs regarding the use of credit. It is our priority to help you learn to manage your financial life responsibly and wisely.

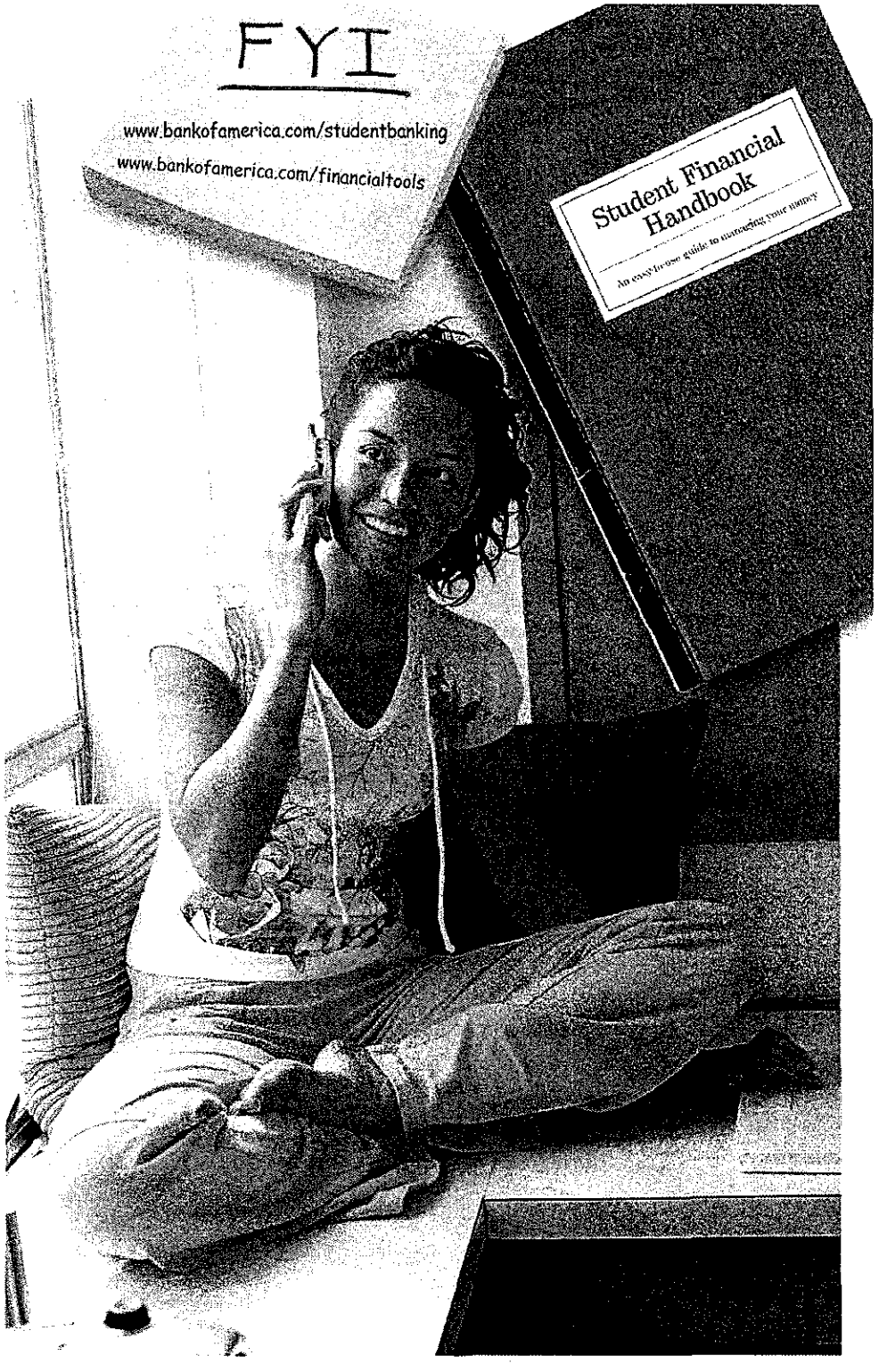
As a Bank of America customer, you'll receive helpful tips in your credit card statements regarding credit management, savings and other topics throughout the year. Plus, you and your friends are invited to join us at on-campus programs whenever we visit your area.

Credit educational materials available from Bank of America include:

- *Student Financial Handbook*, available online at www.bankofamerica.com/studentbanking or at your local Bank of America Banking Center
- *Understanding Credit* (an online brochure), also available at www.bankofamerica.com/studentbanking
- Additional resources on the following topics can be found at www.bankofamerica.com/financialtools:
  - Budgeting
  - Saving
  - Consolidating debt
  - Rebuilding or re-establishing credit
  - Disputing errors on your credit report
  - Bankruptcy

Plus, our brochure entitled *Sound Advice for Your Financial Future* is available at marketing events, and additional financial advice can be found at www.practicalmoneyskills.com.

Bank of America also partners with Monster Worldwide, Inc., to deliver financial literacy presentations at campuses across the United States. Be sure to look for posters announcing dates and locations for Ultimate Money Skills or the Ultimate Road Trip. If your school does not currently offer this program, please ask that your college or university be added to the program list soon.



Chapter 7: Your Credit Glossary

Annual Fee The annual cost of membership to a particular credit card account. Most banks now have products without annual fees.

Annual Percentage Rate (APR) This shows how much credit will cost you on a yearly basis.

ATM Card A card used in an automated teller machine (ATM) to access a credit or a debit account to complete banking inquiries and fund transfers between accounts.

Balance Computation Methods Credit card issuers assess finance charges by applying the APR to a balance. There are several methods for determining your balance. Descriptions of two of the most frequently used follow:

> ***Average Daily Balance Method*** - This balance is figured by taking the outstanding balance and deducting payments and adding credits for each day in the billing cycle, and then dividing that amount by the number of days in the billing cycle. Some credit card issuers include new transactions in this calculation, while others exclude new transactions.
>
> ***Two-Cycle (or Double-Cycle) Average Daily Balance Method*** - This balance is calculated by taking the sum of the average daily balances for two billing cycles. The first balance is for the current billing cycle and the second balance is for the previous billing cycle.

Bankrupt The status of being legally declared unable to pay your debts as they become due. Federal bankruptcy laws have been enacted that allow a person or organization to liquidate their assets to pay a reduced amount to their creditors or that allow the rehabilitation of the debtor by requiring creditors to accept reduced payments from future earnings of the debtor. A declaration of bankruptcy will remain on a person's credit report from 7 to 10 years and, in some cases, indefinitely. Declaring bankruptcy is generally considered a last resort.

Billing Cycle The length of time between billing statements.

Business Card (Business Credit Card) A bookkeeping and tax preparation tool for many businesses, these credit cards are generally issued to corporate executives or business owners. They make it easy to keep business expenses separate from personal charges.

Charge Card Unlike revolving credit card accounts, which allow you to carry balances from month to month, charge card accounts must be paid in full every month.

Chip Card There are various types of Chip Cards, sometimes called Smart Cards. Electronic chips allow these cards to function in different ways: as credit cards, debit cards, frequent buyer or rewards program cards, ID cards, or any combination. Many college ID cards are chip cards. These may or may not be credit cards.

Co-Branded Card A credit card sponsored by both the issuing bank and a retail organization, such as a department store or an airline. Cardholders may benefit through account enhancements that provide such benefits as discounts or free merchandise from the sponsoring merchant based on account usage.

Consumer Credit Counseling Service (CCCS) This is a nonprofit organization that has helped thousands of people get out of debt. CCCS counselors can advise you on how to develop a budget you can live with and can be invaluable in helping you negotiate repayment plans with your creditors. This service is confidential. To reach the CCCS, call 1-800-388-2227.

Credit Reporting Agencies Credit reporting agencies collect and report vital facts about your financial habits, for instance, whether or not you pay your bills on time.

These facts are then compiled into a "credit report," which can be accessed by potential creditors, employers, and the like. The three major credit reporting agencies are Equifax, Experian and TransUnion. You can contact them at the addresses below.

Equifax	Experian	TransUnion
P.O. Box 740241	P.O. Box 9595	P.O. Box 1000
Atlanta, GA 30374	Allen, TX 75013-2140	Chester, PA 19022
1-800-685-1111	1-888-397-3742	1-800-888-4213
http://www.equifax.com	http://www.experian.com	http://www.transunion.com

Credit Card Unlike charge cards, these cards allow you to "revolve" your charges, that is, carry over portions of your balance from month to month. However, if you do not pay your balance in full, you are assessed finance charges. To protect your credit rating, be sure to pay at least the minimum amount due by the payment due date.

Credit Card Insurance Protects you if you are unable to pay your credit card bills because of illness, unemployment, or other severe conditions. Under these circumstances, the insurance provider will pay your minimum payments.

Credit Line The most you can charge on your credit card account. When you receive a new credit card, you're usually issued a set credit line. Under some circumstances, your card issuer may increase or decrease it.

Credit Report The record of your credit history. It shows whether you pay your bills on time, how much debt you have, and the like. Your report is compiled by credit reporting agencies and released to lenders and others.

Debit Card A convenient way to "pay as you go," this enhanced ATM card deducts money from your deposit account when you use it to make a purchase or get cash.

Endorsed Card A credit card endorsed by groups, such as colleges, sports teams, professional organizations, or special interest groups, and offered to their alumni, fans, or members. Typically, use of the credit card gives financial benefit to the endorsing organization.

Equal Credit Opportunity Act (Implemented by Federal Reserve Regulation B) This federal law protects your rights against being denied credit because of sex, race, color, age, national origin, or religion. It also guarantees your right to have credit in your given name or your married name, the right to know why your credit application is rejected, and the right to have someone other than your husband or wife co-sign for you.

Fair Credit Billing Act This federal act protects many important credit rights including your rights to dispute billing errors, unauthorized use of your account, and charges for unsatisfactory goods and services.

Finance Charge The total cost of credit including service fees, late fees, and transaction fees.

Fixed APR Unlike a "variable APR," this type of APR does not automatically fluctuate based on changes in an index such as Prime Rate or LIBOR. A "fixed APR" does not mean that the rate is guaranteed not to change, though. Refer to your account terms for information on your issuer's ability to change the APR on your account.

Grace Period If you have a credit card, the period of time the issuer doesn't charge interest on purchases. Be sure to read the fine print; some credit card issuers give a grace period only if the account is paid up and doesn't have a balance carried over from the previous month.

THE ESSENTIALS

Chapter 7: Your Credit Glossary

Interest Rate Credit is not free! When you use money provided by a bank or financial institution, the interest rate reflects the amount the organization charges for that service.

Introductory APR A temporary, usually low, interest rate (expressed as an annual percentage rate) offered by providers to "introduce" you to their services. It will usually expire after a certain amount of time and may often be terminated based on your behavior, such as if you make a late payment or exceed your credit limit. Be sure to check the details of the offer for any limitations on an introductory APR.

LIBOR (London interbank offered rates) Five major London banks determine these fixed rates daily for specific maturities. What does this mean to you? LIBOR may be used by some banks instead of the Prime Rate to set APRs.

Minimum Payment Shown on your credit card statement, the lowest amount you can pay every month, based on that month's balance at the time of billing.

Previous Balance How much you owed your card issuer at the end of your last billing period.

Prime Rate Prime means "best," and this rate is what banks charge their best commercial customers for loans. The prime changes often, is reported daily in *The Wall Street Journal*, and is used as a reference point for many businesses. For instance, the prime rate is used by some financial institutions to set the APR for credit cards.

Principal Unlike interest or fees, the principal reflects the actual dollar amount of the purchases you made or the balance that remains on your loan or credit card account.

Purchasing Card A real convenience for businesses, this card eliminates the need for time-consuming purchase orders. A company simply places orders directly with suppliers and charges them to the card, usually for purchases of $5,000 or less.

Secured Card A great "first credit card" or way to reestablish your credit rating, this kind of card is "secured" by money you deposit in a designated savings account. For instance, if you deposit $500, your credit card limit generally will be for that amount. If for some reason you cannot pay your credit card bills, your credit card issuer will be paid from the savings account.

Smart Card See Chip Card.

Transaction Fees Fees charged when you make certain types of transactions. Transaction fees are typically assessed on balance transfers, cash advances and cash-like transactions, such as money orders, wire transfers, and casino gaming chips.

Truth in Lending Act (Implemented by Federal Reserve Regulation Z) This federal law protects you by making sure lenders tell you about the costs, terms and conditions at the time they offer you a loan or credit card.

Variable APR The variable APR (expressed in yearly terms) fluctuates based on an index, such as the Prime Rate or LIBOR.

NOTES

To find this financial educational material brochure online, please visit www.bankofamerica.com/studentbanking under Resources.

Bank of America

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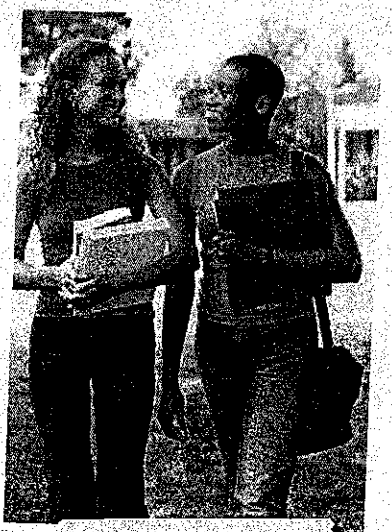
Student Financial Handbook

An easy-to-use guide to managing your money

Everything you always wanted to know about managing your money is now at your fingertips. Literally.

Inside this helpful guide, you'll find tons of great info about checking, savings, online banking, credit cards, and how to protect yourself financially. There's even an excellent "how to" guide to help you set up a simple budget.

Please take a few minutes to review this handbook and learn the ins and outs of managing your money. When you're through, keep it somewhere handy for future reference.



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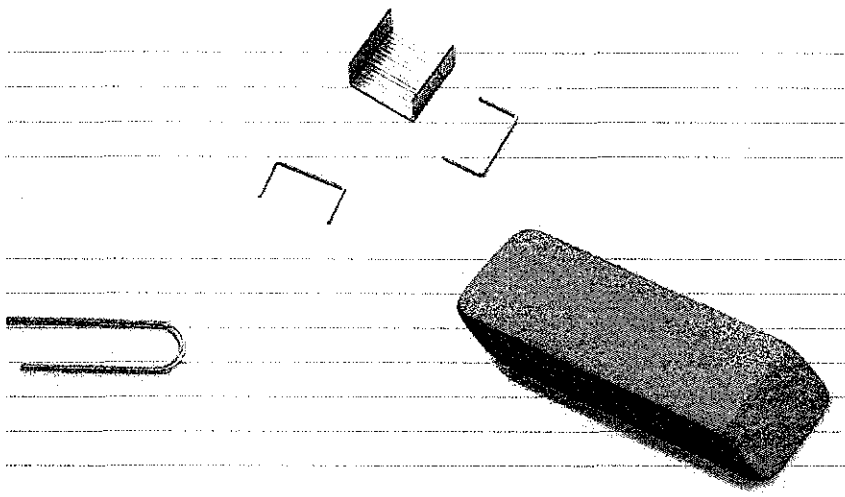

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Intro to Checking

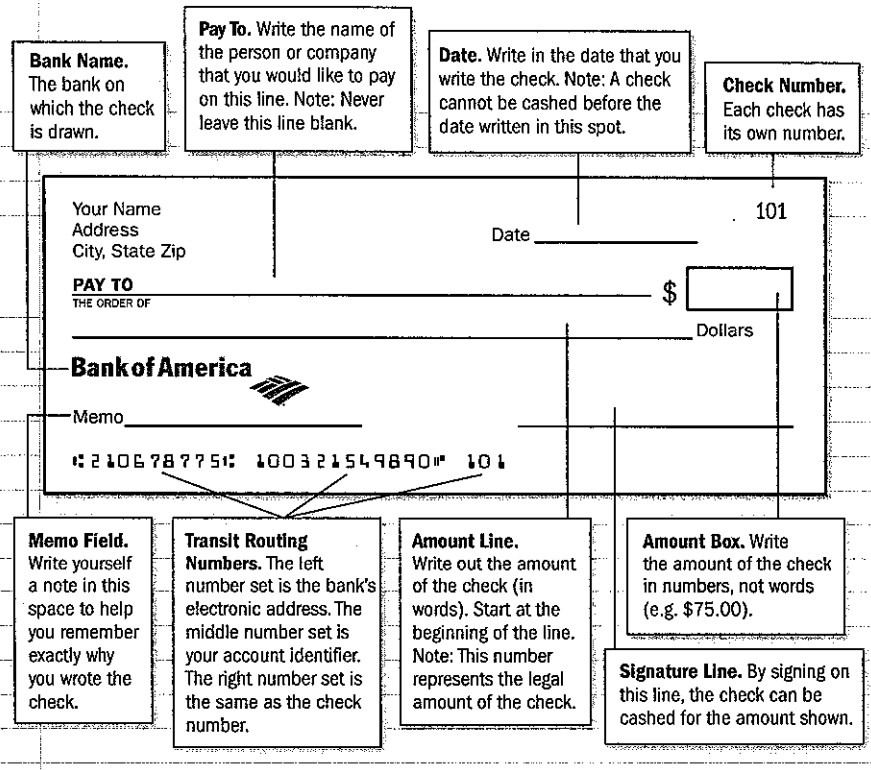
Overview

A checking account is the most fundamental way to manage your money, and then access it to pay your bills. You can do this via banking centers, online banking, ATMs, debit cards and checks.

Checking account

It's convenient. You can pay your bills online or with checks instead of going to a bank or post office for money orders or cashier's checks. You can also use money from your checking account for purchases at stores and restaurants using checks or a debit card. And the money is taken directly from your account.

It helps you keep track of your money. It's hard to keep track of the cash in your wallet or sock drawer. Using your bank's online banking services, you can view account activity from your computer to see how much money you spent, how much you deposited and how much you have left. A checking account also gives you proof of payment showing the amount you paid, to whom and when. So if someone says you didn't pay them, you can just send a copy of the check you used. Nowadays, you can typically view and print check images online.



It saves you money. Checking accounts typically cost from $5.00 to $12.00 per month, although some banks offer ways to avoid the monthly fee. But even with a fee, it's still cheaper than paying bills by money order or cashier's check (they cost $0.80 to $9.00 each).

Once you open your checking account, always be aware of your balance and don't forget to consider checks that haven't cleared through the bank. Remember, you can track your debit card purchases 24/7 through many online banking services. It's also good to keep a record of the checks you've written in your check register. Hang on to your receipts from ATM withdrawals and debit card purchases, and record them in your register, too. That's the best way to know the total amount of money you have spent. Receipts might contain account information, so keeping them helps protect your account. If you discard your receipts, do so in a secure manner. Using a paper shredder is a smart option.

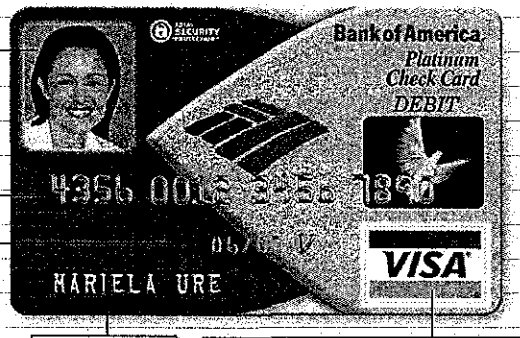
Intro to Checking (continued...)

Debit cards (sometimes called check cards)

Another great thing about a checking account is that you can get a debit card linked to your account. Similar to checks, you can use your debit card to make purchases in stores and restaurants, but you can also make purchases at online retailers and get cash at ATMs.

They're convenient and safe. Debit cards are convenient and safe because you don't have to carry your checkbook or a lot of cash. Plus, you are typically required to enter your secret PIN (personal identification number) or sign the receipt to use the card. (Depending on the dollar amount of the transaction, some merchants no longer require a signature.) When you first get a debit card, you choose a PIN that only you know. Avoid obvious number choices like your address, phone number or birth date. Keep your PIN a secret; don't write it down or tell your friends. That way, no one can use it to get access to your cash except you.

Bank of America offers Photo Security® which puts your picture on the front of your VISA® Check Card to help prevent others from fraudulently using your debit card.



Your debit card account number is not the same as your checking account number for security reasons.

Name of the account holder.

Expiration date of the card (month/year).

Debit cards work anywhere VISA® or MasterCard® debit cards are generally accepted, as well as at your bank's ATMs. Remember that there may be charges for using ATMs that are outside your bank's ATM network.

They're widely accepted. Debit cards are usually good everywhere credit cards are accepted. In fact, they're accepted at more places than checks—even when you're traveling or making Internet purchases.

They're fast and easy. With a debit card, there are no checks to write, and there's no need to give out personal information when you buy something. Because debit cards use your own money directly from your account, they're easier to get than credit cards and have a lot of the same advantages.

Unlike a regular ATM card, a debit card has a VISA or MasterCard logo on it. This allows you to use the card to make purchases anywhere VISA and MasterCard debit cards are accepted. When you're asked to choose between debit or credit, remember that choosing debit means you'll need to use your PIN number, while opting for credit generally requires a signature. Either way, the amount is deducted from your checking account.

In most cases, you are able to enter your PIN into a terminal at the counter. At stores without a PIN pad, a sales clerk can swipe your debit card and give you the receipt to sign. Simply put, a debit card lets you pay directly from your checking account and replaces both cash and checks.

Sometimes the unexpected happens. If your card is lost or stolen, contact your bank right away so that you won't be held responsible for fraudulent charges.

Don't use letters in my PIN because not all keypads have the alphabet in addition to the numbers.

Intro to Checking (continued...)

Chapter Highlight

The best way to know how much money you really have available is to maintain an accurate record of what you deposit and what you withdraw from your checking account. It only takes a few minutes, and you'll save yourself a lot of trouble.

It is recommended that you write everything down in your checkbook register in pencil, since it will be easier to correct errors later.

It's important to always have enough money in your checking account to cover the purchases you make. Banks charge a fee for each purchase where there are insufficient funds to pay for the purchase. These fees can really add up if you don't keep track of your checking account balance. So how can you avoid these fees?

- Monitor your account balance by keeping track of your purchases in a check register.
- Link your checking account to a savings account with an overdraft protection program, which transfers money from your savings account to your checking account when you don't have enough money in your checking account to pay for a purchase. The fee charged for this overdraft protection is usually much less than the fee you would otherwise be charged.
- Many banks also offer overdraft protection with a credit card. This can be useful if you don't normally keep enough money in a savings account for overdraft protection.

Below is an example of how to use a checkbook register to maintain an accurate record of your expenses and income. If you follow the instructions correctly, you'll see that it's very easy to keep the register up to date.

Enter the numbers of the checks you write and any use of your debit card here.

Write the date of the transaction here.

On this line, describe the type of transaction.

Write the amounts of the payments by check or debit card in this column, plus any withdrawals from the ATM or any bank fees.

AD-Automatic Deposit • AP-Automatic Payment • ATM-Cash Withdrawal • DC=Debit Card • FT-Funds Transfer • SC-Service Charge • TD-Tax Deductible

NAME OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE WITHDRAWL (-)			DEPOSIT CREDIT (+)		$	
	4/29	STARTING BALANCE						731	12
141	5/2	PETER'S MEDICINES	125	15				125 605	15 97
	5/15	JUAN'S PAYCHECK				944	38	944 1550	38 35
CHECK CARD	5/26	SUPERMARKET	85	90				85 1464	90 45
	5/27	ATM WITHDRAWAL	60	00				60 1404	00 45
	6/1	CHECKS ORDER	16	50				1387	95

In this column, check off the transaction once it has posted to your account.

Record the amounts of any income or miscellaneous deposits in this column.

This column shows the balance in your account after each transaction.

Savings 101

Overview

It's never too early to start saving money. Once you get in the habit of saving, you're on your way to building a strong foundation for your financial security. And it's also the best way to prepare for both planned and unexpected expenses.

How to grow your savings

Making recurring deposits is critical to building your savings. By setting money aside from your checking to your savings, you'll find that cash is less likely to be spent. Having a little bit of money tucked away in a savings account certainly gives you peace of mind.

How to choose your savings account

There are a few things you will want to keep in mind when choosing a savings account. First, the growth in your balance comes from the deposits you make, plus the interest you earn. This interest rate is also referred to sometimes as rate of return or annual percentage yield. Also, make sure to be aware of any fees that may apply to minimum balance requirements or withdrawal limits.

Review the next few pages to learn about the different types of accounts and how to start saving for your future.

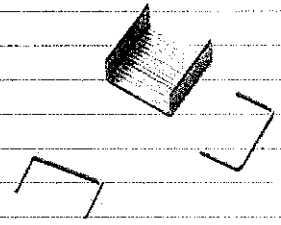
It all starts with a solid budget. See what happens when you open an account with $500—just by leaving the money in your account, you make money over time. Your savings will grow even faster if you continue to make monthly deposits into the account.

Let's say you open your savings account with $500.

	6 Months	12 Months	18 Months
Starting Balance	$500	$500	$500
Add $50 per month	$300	$600	$900
Earn 2% interest	$6.75	$16.50	$29.25
Total	$806.75	$1,116.50	$1,429.25

How to use your savings account

Once you start depositing your money, make sure to keep track of your deposits, withdrawals and transfers so you don't get any unexpected service charges. In fact, if you connect your checking and savings into a combined statement, it's easy to track just how much money you have available in both accounts. After you've accumulated extra money for unexpected expenses, you may want to consider opening a separate savings account for special purchases.



Savings 101 (continued...)

Fact: Higher balances and longer terms can earn higher interest rates.

Standard account types

Bank Savings

There are three basic types of bank savings accounts: regular savings, money market savings and certificates of deposit. It is important to know that you will not lose the amount you deposit in a bank savings account in the event of bank failure, since it is guaranteed by the FDIC. Your deposits are insured to the maximum extent allowed by law.

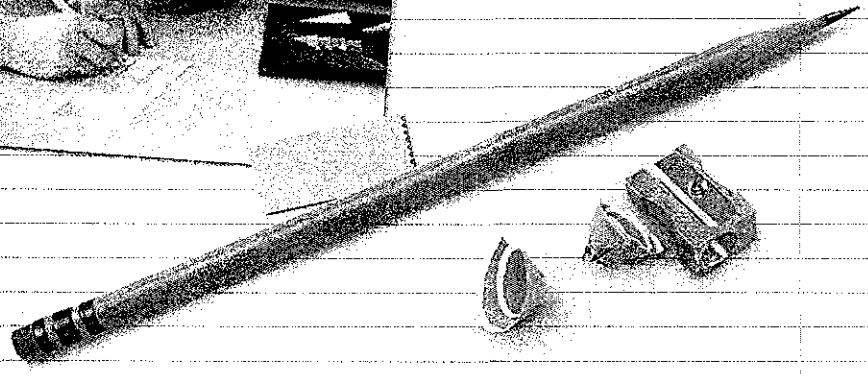
Here's how they work:

Regular Savings

- You earn interest on your balance.
- You get a statement that can be combined with your checking account statement.
- You can access your money anytime.

Money Market Savings

- Your interest rate increases as your balance increases.
- Your interest rate changes more often as the economy changes.
- You can access your money anytime, including by check.



CDs (Certificate of Deposit)

The bank pays you a set interest rate on a set amount of money over a predetermined period of time. What that means is if you put money away for a set period of time without touching it, the bank will pay you a higher interest rate than it would on a Regular Savings account that you can withdraw money from. The longer the term of the CD, from as short as seven days to as long as ten years, the higher the interest rate. This is a simple way to earn a higher fixed interest rate with no fees.

Fact: If you save $5 a day for 5 years, you'll save $9,130.

Savings 101 (continued...)

Saving for the future

Stocks

A stock represents partial ownership of a corporation. Stockholders own a share of the company expressed in a percentage of the company and are entitled to a share of the profits. Stockholders even get to vote on company decisions.

Here's how they work:

The company profits may be divided among shareholders and are called dividends. Dividends are usually paid to stockholders quarterly. Stocks are traded on the open market, which means they can earn money when the value of the stock, the market value, increases. They can also lose money when the value decreases. This can be an advantage when the market value is up, but it can be a disadvantage when the market value goes down. You can see why "playing the stock market" can be tricky, so it's a good idea to get help from a brokerage firm or an advisor with experience.

Tip:
Unlike bank savings, you can lose the money you invest in stocks or mutual funds. So, be cautious when making your investment decisions and understand the risk factors.

Mutual Funds

A mutual fund is a portfolio of investments that is managed by a professional investment advisor. It is made up of stocks, bonds and other investments, and is owned "mutually" by many investors.

Here's how they work:

When you buy shares, the fund uses the money to purchase stocks, bonds and other investments. The profits are returned to shareholders monthly, quarterly or semiannually in the form of dividends. The advantage of mutual funds over individual stocks is small investors can benefit from the advice of a professional account manager who diversifies the portfolio for you, so all of your eggs aren't in one basket.

But keep in mind that this has some of the same risks as buying stocks. Even though your investment is now "diversified" and someone is watching it for you, it still can also decrease in value.

Savings 101 (continued...)

Retirement Plans

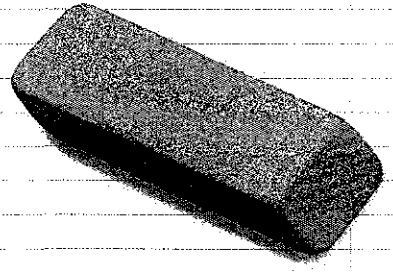
So maybe you aren't thinking about retirement yet, but it's never too early to start saving for it.

Here's how they work:

Retirement plans help people set aside money for expenses after they retire. Federal income tax is not immediately due on money put into a retirement account or even on the interest it makes, so you can save more today. Income tax is paid when you take out the money, but because your income is typically lower after retirement, so is your tax rate. Keep in mind that if you take out money before retirement there may be penalty charges, so it is best to access this money only if it's absolutely necessary.

There are two main types of retirement accounts:

- **Individual Retirement Account (IRA)** – An IRA lets you contribute money in installments throughout the year or in one lump sum each year. There is a legal limit on the maximum dollar contribution that can be made each year.
- **401(k)** – A 401(k) lets you contribute to a savings plan through your employer. The money is taken from your pretax earnings, so you save money on taxes. Not only do you save money on taxes, but some employers match the money you put into your 401(k) up to a certain percentage level. So your savings grow even more.



The Truth in Savings Act

(Federal Reserve Regulation DD)

Banks and financial institutions must disclose certain information about the consumer deposit products they offer:

- Fees on deposit accounts
- Interest rates
- Other terms and conditions
- The annual percentage yield (APY), which is the percentage rate for the total amount of interest that you would receive on a $100 deposit with the annual rate and compounding interest. Compounding interest means the interest is added to the account periodically (monthly, for example), so you earn interest on the interest.

Chapter Highlight

To start your savings plan, a good rule of thumb is to keep enough money in your checking account to pay your monthly bills and put the rest into savings.

Check out how much your retirement plan can earn:
Let's say you contribute $2,000 a year to an IRA for 9 years from age 22-30 for a total investment of $18,000. If your annual interest rate is 9%, by the age of 65 you will have saved $579,468. It's amazing how fast it can add up.

Online Banking Tutorial

Overview

You do just about everything online. You keep in touch with friends, research assignments for school, buy music and rent movies. But what about banking? Do you still pay your bills the old-fashioned way, with pen and paper? If you do, it might be time to check out the online options at your bank.

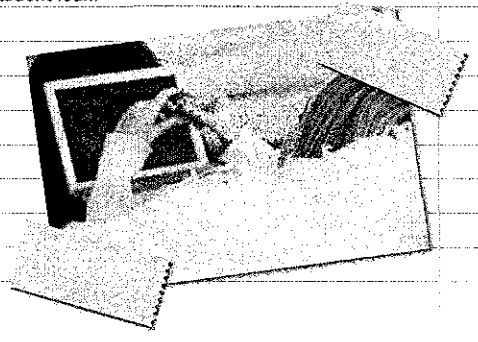
Online banking is just like regular banking except it's more efficient and paper-free. You can often access your statements, canceled checks and transaction records without having to dig through all the papers piled up under your bed. Here are just a few more advantages of banking online:

Convenience: Online banking is generally available 24 hours a day, seven days a week, right from your computer.

Easy Access: Oftentimes you can access and manage all of your checking and savings accounts from one secure site. Online banking enables you to frequently check account balances and keep an eye on recent transactions.

Useful Tools: Many online banking sites have useful tools that help you manage your accounts, including bill paying tutorials, online transfers between your accounts, online statements, the ability to view check copies online, as well as information on how to plan for college and get a student loan.

Fact. More than 100 million households worldwide now bank online. That's 20 times more than in 1995.!



Good forms of ID:
- driver's license
- passport
- state ID

Getting started

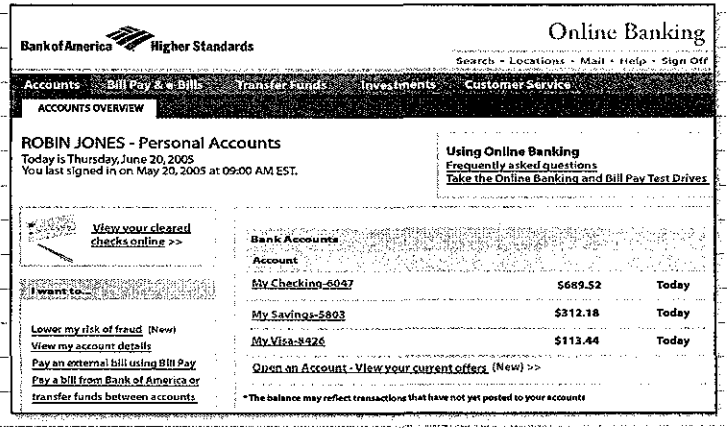
To start banking online, you'll probably have to provide ID and sign up at a bank branch. At some banks, you may be able to enroll online by accessing the bank's website from your home computer. Really, nothing could be more convenient.

Receive and pay your bills online

At some banks, you can get your bills delivered to you online. You'll see the amount due, the fees and other payment information—everything you would normally see on your paper bill. Then you can pay your bills when you want. You can even set up your online service to automatically pay regular expenses like rent or your phone bill.

View online copies of your paper statements

With many online banking services, you can see your past statements and print them whenever you want, often up to 18 months worth of past statements. There's less paper, less hassle and less risk of mail fraud or identity theft when you get statements online instead of through the mail.



Online Banking Tutorial (continued...)

Transfer money

Some online banking services offer you the capability to move money from one of your accounts to another and even to other banks or financial institutions electronically. Often you can transfer money from checking to savings, or to a credit card or an installment loan as a payment. Some banks even allow you to transfer money to their other customers. This would be ideal for your parents to send you money—instantly.

Update personal information

Name, address, birth date, your pet's name—just to get a book from the library? You're probably tired of filling out forms for everything. Now you don't have to, because your keyboard can do it for you.

It's important to keep all your personal information—such as mailing address, email address, and phone number—up-to-date on all your accounts, so you don't miss receiving any important account notifications. You can usually make all your updates online using the bank's online banking service. You can typically order checks, stop payments and do lots more, right from your computer.

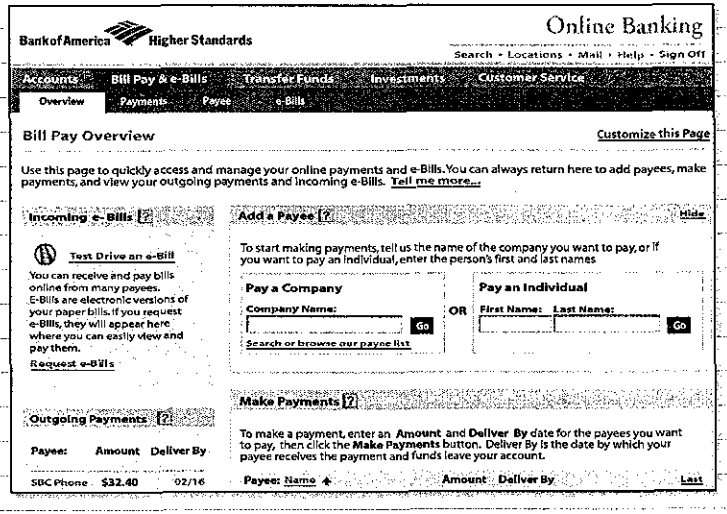
Chapter Highlight

Schedule bill payments

Once you've started banking online, the next step is to schedule payments to pay your bills automatically. That way, you'll never be late paying regular bills, such as your rent or cell phone, again.

Protect your credit while saving time

If the company receiving your bill payment is set up to accept electronic payments, your payment is automatically taken from your account and deposited into theirs. If not, the bank will likely send a check to the company on your behalf.



Pay your bills online without spending a lot of time.

Credit Card Review

Overview

A credit card is a loan from a financial institution that you can repay on a monthly basis. So you can make purchases up to a certain limit and repay the balance over time. The idea is that over time, you will repay the amount you spend, plus interest, to the financial institution for making the loan to you. Credit cards have advantages, but need to be used responsibly. By using your card wisely, you can make the most of having it and limit the risks.

Advantages

- You can buy things you need right away, even if you don't have the money in your checking or savings account.
- You don't have to carry cash.
- It creates a record of your purchases.
- It's more convenient than writing checks.
- It helps consolidate your spending into one payment.
- It can provide you purchase protection and extend product warranties.

When you make purchases over the phone, they ask for the full card number, the expiration date, as well as your name as it appears on the card. That means if your middle initial shows, include it.

Fact: BankAmericard launched in 1958 and later became the VISA Card!

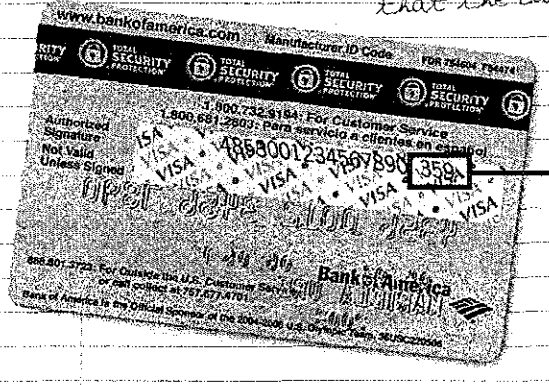
Keep in Mind

- Things you buy may cost more than you expect due to accumulated interest and finance charges.
- There may be additional fees, such as an annual card fee.
- Watch how much you spend and be sure it's within your budget.
- Beware of impulse buying.

Credit cards can be useful tools to help you manage money, but misuse can result in negative information on your credit report. If you pay off all that you charge each month by your payment due date, generally there won't be any interest charges. This makes credit cards a convenient way to shop and budget, because your monthly statements show every purchase you make. Credit cards are also a good way to deal with unexpected expenses—like when your "at-least-it's-reliable" car decides to be a little less reliable.

But just as interest helps your savings account grow, interest charges from a credit card can add up fast if you don't pay off the entire bill each month. For example, the sweater you bought on sale for $20 may end up costing you $25 if you take a while to repay the charge for it.

One other thing that might be asked for is the three-digit number on the back. The security code (referred to as CVV2 or Card Verification Value) helps validate that the customer placing the online or phone order actually has the credit card in his/her possession, and that the credit card account is legitimate. It helps to protect your identity.



Credit Card Review (continued...)

Here's how they work:
There are two basic types of credit cards:

Monthly charge card. Traditional charge cards require you to pay for purchases or services in one lump sum within a given period of time. Usually, you don't have to pay interest for this type of credit, but you are required to pay the balance in full each month.

Revolving credit. Revolving credit is an ongoing cycle of lending and repayment. You repay the amount you borrowed in minimum payments at regular intervals, often monthly. This is a good plan if you want some flexibility in the amounts you spend and repay month to month. If you don't pay off your charges in full from one month to the next, interest is charged on the remaining balance.

Fact.
Eighty percent of young adults (ages 18-20) have credit cards!

Chapter Highlight

Know your limit

Having a credit card makes it easy to spend more than you should or make impulsive (and expensive) purchases. Knowing your limit and understanding what you can afford is the key to using credit wisely.

Have a payment plan

If you're not paying the full balance on your credit card each month, be sure to keep track of how much you're charging, how much you're paying each month, and how much interest is being added to your unpaid balance. Making a plan to repay your credit card balance quickly and responsibly is the first step to good credit card management.

Credit card safety

Financial institutions are continually finding new ways to stay ahead of criminals and to protect you. If your card is lost or stolen or you think you're a victim of fraud, notify your issuing financial institution(s) immediately. If your card displays the VISA logo and you know your credit card number, VISA has a toll-free number that can help: 1-800-VISA-911.

Name of Credit Card	Charges Made	What I'm Paying Each Month	Overall Balance	Interest Charges
	$	$	$	$

Advanced Student Aid and Loans

Overview

College is expensive and lots of people can't afford to pay for it all at once. That's why there's financial aid. The best sources of financial aid are scholarships and other grants that you don't have to pay back. But not everyone will qualify, and scholarships won't necessarily cover the full amount required. Therefore, student loans can be a good option to make up the difference, especially loans with low-interest programs.

Fact: The average debt from undergraduate college loans in 2002 was $18,900 per student.[4]

Financial aid breaks down into two types: 1) scholarships and merit-based aid, and 2) student loans and need-based aid.

Here's how it breaks down:

Scholarships and merit-based aid. There are so many different scholarships, grants and other programs available that you might want to start by doing a little research. Find out what scholarships you may be eligible for. If your grades are very high and you did well on your college entrance exams, you could qualify for merit-based scholarships. But even if you don't have the best grades and highest test scores, you'll find that there are still a number of opportunities for which you may still qualify. It could be an athletic scholarship or one of a number of other different awards given out each year.

I can't believe there is a scholarship for being left-handed![5]

Student loans and need-based aid. There are programs that help students who wouldn't be able to afford college on their own. Federal need-based programs determine how much help you actually need by using a special equation. The equation figures out what your family can contribute toward your education. Typically, this contribution comes from a variety of sources, including savings or loans.

The process of determining need takes into account all of your family's assets including income and investments, and subtracts expenses that you have no control over such as taxes, basic needs and employment expenses. There is an allowance for retirement savings. The rest of the assets are considered discretionary resources. The federal programs determine your financial need based on this discretionary money.

Advanced Student Aid and Loans
(continued...)

Your financial aid

You may end up receiving financial aid from a few different sources, so your aid package could include each of the following:

Grants. Programs designed to help families with the most need pay for college. Unlike federal loan programs, these funds are awarded with no expectation of repayment.

Scholarships. Many foundations, corporations, religious institutions, ethnic organizations and other groups offer monetary financial aid based on a wide variety of qualifications including need, academic or athletic achievement, and special talents.

Federal Work-Study (FWS). This form of financial aid provides qualified students with funds in exchange for performing work for the school. Students are paid at the federal minimum wage (or more) on an hourly basis—the wage is dependent upon skill set and work requirements.

Government-guaranteed loans. A low-cost loan backed by the federal government. There are a number of types available including Stafford, PLUS and Perkins loans.

Private loans. These are for students looking to cover education expenses that federal aid won't cover. Standard features include flexible repayment options, desirable loan limits and a high maximum.

For more information on financial aid, check out the U.S. Department of Education at www.ed.gov, or the Bank of America Student Loan Guide which is available for free at bankofamerica.com/studentloans or by calling 1.800.344.8382.

Sample Stafford Loan Repayment Schedule

The following chart will give you an idea of the monthly payments and the total amount paid for federal loans using the standard plan. The figures assume that 8% of the borrower's income is being used to repay the loan. You may want to adjust the percentage from 5% to 15%, depending on your particular situation.

Amount borrowed	120 Monthly payments	Total amount paid	Total interest paid	Suggested income level
$5,500	$67.46	$8,094.90	$2,594.90	$10,119
10,000	122.65	14,718.32	4,718.32	18,398
20,000	245.31	29,436.63	9,436.63	36,796
30,000	367.96	44,154.95	14,154.95	55,194
40,000	490.61	58,873.26	18,873.26	73,592
50,000	613.26	73,591.58	23,591.58	91,989
60,000	735.92	88,309.89	28,309.89	110,387
70,000	858.57	103,028.21	33,028.21	128,785
80,000	981.22	117,746.52	37,746.52	147,183
90,000	1,103.87	132,464.84	42,464.84	165,581
100,000	1,226.53	147,183.15	47,183.15	183,979
110,000	1,349.18	161,901.47	51,901.47	202,377
120,000	1,471.83	176,619.78	56,619.78	220,775
130,000	1,594.48	191,338.10	61,338.10	239,173

*Based on a 10-year term and the maximum Stafford interest rate of 8.25%. Actual repayment amounts may be lower.

Chapter Highlight

Know and understand your financial aid package. Know where your college money is coming from and whether you'll be responsible for paying it back. Grant programs provide money that you don't have to pay back, while loan programs require you to pay back the loan money in full, with interest, once you graduate or leave school. So if you don't need the money for education expenses, don't take it.

Budget Fundamentals

Overview

Do you have enough money to catch that movie with your friends? Do you need to work extra hours to pay for all your books next semester? Not sure? Then you need a budget—the essential tool to manage your money, know what you can afford, and figure out how much you can save.

Know your needs

Take a look at the big picture of your financial situation. Figure out what you need and what you want. Make two lists: the "I need it" list and the "I want it" list. Sometimes it's hard to tell which is which. Here are some questions that can help:

- Why do I want it?
- How would things be different if I had it?
- What other things would change, for better or worse, if I had it?
- What is truly important to me?
- Is this really what I value/care about?

Set goals

Setting goals is all about turning what you need and want into something concrete. It's the specific result you're working for, like an A in biology or owning a new car. Some goals are realized sooner than others. The A in biology can be achieved over the course of several months, while buying a house or saving for retirement may take years.

Try to set aside at least 10% of your income into a savings account.

Create a realistic plan and stick to it.

Make a plan

It can be hard to plan for the future when the future feels really, really far away. So start by asking yourself this famous question, "Where do I want to be in 5, 10 or 20 years?" It'll give you an idea of what you want to achieve and what you need to do to get there. Want to buy a car in five years or buy a house in 10? No one knows but you. So start thinking about your goals and how you plan to make them happen. This is the first step toward planning for your future.

Take action

Once you know your goals, how are you going to make them happen? It's time to step up and take action. Having a plan is great, but don't forget to take the first step. To help you get motivated and get in gear, try writing your goals down, telling a friend, saying them out loud or leaving notes for yourself so that you don't lose sight of them. These are all great ways to make them a reality.

Budget Fundamentals (continued...)

Step one: your income

The first thing you need to do is figure out how much money you make on a regular basis. If you get paid once a month, it's easy. Your take-home pay is the amount of money you get from your paycheck after withholdings. If you get paid more than once a month, you'll need to do some math.

- For weekly checks, multiply by 4.333
- For biweekly checks, multiply by 2.167
- For semi-monthly checks, multiply by 2
- For irregular annual income, divide by 12

Don't forget to add other sources of income, such as interest income or checks received from your folks. But be careful not to include *potential* income. Don't assume the birthday check from your grandma will be as generous as it was last year. She might be on a budget, too.

Step two: your expenses

Now you need to estimate how much you spend each month. Write down what you think your big spending areas are. Here are some ideas about possible categories:

- Housing/Rent
- Utilities
- Food
- Transportation
- Insurance
- Recreation/Entertainment
- Debt Payments
- Savings
- Taxes
- Personal Needs
- Basics, such as clothing or school supplies
- Gifts/Contributions

Fact: The fastest growing group of people filing for bankruptcy are people under the age of 25!

Step three: keeping track

Now that you've got a grip on your *planned* income and expenses, you must keep track of your *actual* income and expenses. You can track your spending by making a simple spreadsheet or by writing it down in your notebook or organizer. This helps you understand any "budget variances"--the difference between the amount you budgeted and what you actually spent. Don't worry if it takes a few months to get it fine-tuned.

Step four: tweaking and targeting

After a month or so, you may find that your budget needs some tweaking. Cutting back or trimming expenses can be a lot easier than trying to cut things out completely. So if you're spending a lot more on movies than you planned, you'll know where you can cut back.

Saving a few dollars here and there can really add up.

Chapter Highlight

Balance your budget

Always balance your income and your expenses monthly. Are you spending more money than you're making? Keep in mind where you can cut back. Entertainment bills are easy to trim; rent and utilities are harder. If you get paid by the hour, maybe you can pick up an extra shift without sacrificing your class work. Learning to balance your budget is the most important step on the road to your financial future.

College Budget Planner

	Budget Amount	Actual Amount	Difference
INCOME:			
Wages and Bonuses			
Interest Income			
Investment Income			
Miscellaneous Income			
Total Income			
EXPENSES:			
HOME:			
Mortgage or Rent			
Homeowners/Renters Insurance			
Property Taxes			
Home Repairs/Maintenance/HOA Dues			
Home Improvements			
UTILITIES:			
Electricity			
Water and Sewer			
Natural Gas or Oil			
Telephone (land line, cell)			
FOOD:			
Groceries			
Eating Out, Lunches, Snacks			
FAMILY OBLIGATIONS:			
Child Support/Alimony			
Day Care, Babysitting			
HEALTH and MEDICAL:			
Health Insurance (medical, dental, vision)			
Out-of-Pocket Medical Expenses			
Fitness (yoga, massage, gym)			
DEBT PAYMENTS:			
Credit Cards			
Student Loans			
Other Loans			

	Budget Amount	Actual Amount	Difference
TRANSPORTATION:			
Car Payments			
Gasoline/Oil			
Auto Repairs/Maintenance/Fees			
Auto Insurance			
Other (tolls, bus, subway, taxi)			
ENTERTAINMENT/RECREATION:			
Cable TV/Videos/Movies			
Computer Expense			
Hobbies			
Subscriptions and Dues			
Vacations			
PETS:			
Food			
Grooming, Boarding, Vet			
CLOTHING:			
INVESTMENTS and SAVINGS:			
401(k) or IRA			
Stocks/Bonds/Mutual Funds			
College Fund			
Savings			
Emergency Fund			
MISCELLANEOUS:			
Toiletries, Household Products			
Gifts/Donations			
Grooming (hair, makeup, other)			
Miscellaneous Expense			
Total Expenses			
Total Income			
Total Expenses			
Income Minus Expenses			

Identity Theft Summary

Overview

Identity fraud is one of the fastest growing types of crime. But how does someone steal your identity anyway? And what do they do with it once they steal it? Identity theft is a crime that happens when someone obtains your personal information and uses it for their own personal gain. Depending on the type of information obtained, a thief can open bank accounts, buy things with your credit cards, get cash, rent an apartment, open new credit card accounts in your name and damage your credit rating.

Fact: According to a study in July 2003, approximately seven million people were victims of identity theft during the prior 12 months. That's 19,178 per day, 799 per hour, 13.3 per minute?

Here are a few things you can do to help prevent identity theft:

Check your credit reports often. Identity theft happens fast, so be sure to check your reports regularly.

Get your credit report from all three credit bureaus. Keep an eye out for unauthorized or fraudulent accounts opened in your name. Even a misspelled name or wrong address could be a sign of trouble, so look for anything suspicious. There are three major credit bureaus: Equifax, TransUnion and Experian.

Watch your statements. Watch out for any unauthorized charges on your monthly credit card statements and for any unauthorized checks, ATM withdrawals or debit card charges on your checking account statement.

Use online banking to keep current with all your recent transactions and keep an eye out for fraudulent transactions.

Keep identity information to yourself. Never give out your social security number, credit or debit card number, or other personal information over the phone, by mail or on the Internet, unless you trust the company. If you do need to share your personal information with a company, it is recommended that you initiate the call—some thieves can pose as someone you trust, like your bank or credit card company. One type of scam is called Phishing. That's when someone tries to get you to provide your personal information—like credit card numbers, passwords or account details—under false pretenses. They usually claim to be from a trusted company and contact you over the phone or online.

Identity Theft Summary (continued...)

Identity Theft Hotline: 1-877-IDTHEFT

Reporting identity theft

If you believe you are a victim of identity theft or fraud, below are steps you can take:

Step 1: Contact one or more of the consumer credit reporting companies. The contacted company is required to contact the other two bureaus. When you contact the credit bureau, tell them you believe you are an identity theft victim and ask them to place a "fraud alert" on your file. This will prevent a thief from opening additional accounts using your personal information and doing more damage to your credit. Review your credit reports carefully to make sure there aren't any fraudulent accounts.

Step 2: Close the accounts that you know or believe have been tampered with or opened fraudulently. Your creditors can include credit card companies, utilities, banks and other lenders. When you call each creditor, ask to speak to someone in the security or fraud department. Open new accounts using new PINs and passwords that only you know.

Step 3: File a report with your local police or the police in the community where the identity theft took place. Once you've filed a police report, get a copy for your records in case your bank, credit card issuer or other creditors need proof of the crime. Having a copy of the police report can help protect you legally when dealing with creditors, even if the police never catch the criminal.

Step 4: Finally, you should file a complaint with the Federal Trade Commission:

- Call the Identity Theft Hotline (toll free), 1-877-IDTHEFT, or
- Mail the Identity Theft Clearinghouse, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580 or
- Online at www.consumer.gov/idtheft

Chapter Highlight

Keep a close eye on your credit report

Make sure to review your credit reports often. You're entitled to one free report every 12 months from each of the three nationwide consumer credit reporting companies. It's as easy as going to annualcreditreport.com. Request a free report every 12 months from Equifax, TransUnion and Experian.

Equifax	TransUnion	Experian
www.equifax.com (800) 685-1111	www.transunion.com (800) 916-8800 or (800) 888-4213	www.experian.com (888) 397-3742

Credit Rating Lab

Overview

Your credit score is a very important number in your financial life. It's the result of a complex calculation that tells potential creditors whether you're likely to repay your debts based on your credit history. Your credit rating doesn't mean you get an automatic "yes" or "no" when you want to get credit, rather it's how creditors find out about your spending and payment history.

So your credit score can have a big impact on whether you get approved for a credit card or loan and what the interest rates will be. Each creditor gets to determine its own criteria and will look at your total outstanding debt, including your credit card balances and your credit limits, in addition to your credit rating. It's a simple concept. Creditors want to know how you've managed your financial obligations to date. It helps them to know if you are responsible and pay bills on time.

Credit rating (credit score)

Your credit rating isn't just one number on a report. It's actually a whole file of information.

Here's how they work:
Each credit bureau collects information it receives from the credit-granting community: banks, finance companies, department stores, tax authorities, landlords and other credit grantors. Three nationwide consumer credit reporting companies (Equifax, TransUnion and Experian) compile credit reports. The report is a file of information from all the companies you have done business with. It will show your open accounts with balances and credit limits; whether you pay on time and in full, make late payments or miss payments; whether any of your accounts have been turned over to a collection agency; any suits, judgments or tax issues, etc. Basically, it's your entire financial history, so it gives creditors and companies a good idea of how well you pay your debts.

What can a good credit history do for you?

A look at your financial past (credit history) can give a clear picture of your financial future. Starting out on the right foot financially by establishing good credit can help you use financial services, like credit cards, to your advantage. A strong credit history can help you get loans, insurance and an apartment when you need them—even potential employers may review your credit history.

Credit Rating Lab (continued...)

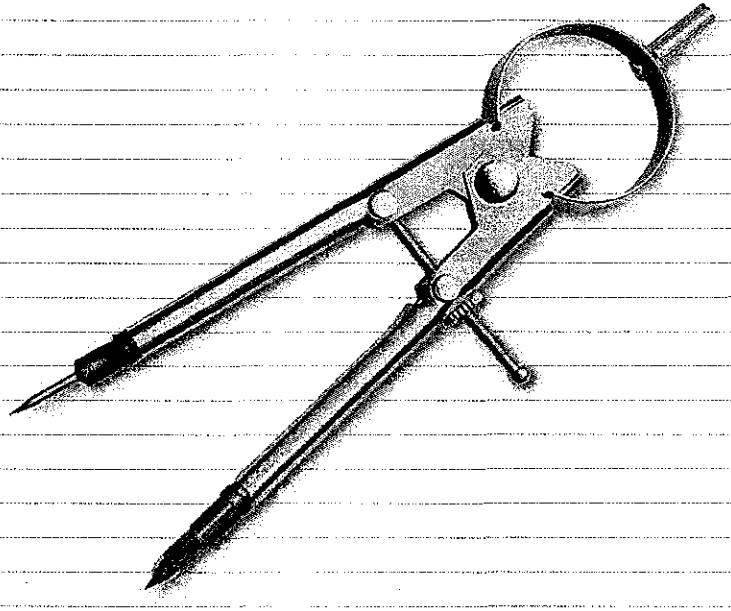
Credit score

The higher your credit score, the less risk you pose for potential lenders. In general, your score can affect you as follows:

720-850: Lenders see you as a moderate to low risk, and are more likely to give you a competitive interest rate on loans they provide.

620-719: In this range, you will be considered a fair to good risk, but interest rates on loans provided may be higher. You should work to improve your score by paying your bills on time and reducing your credit balances.

350-619: You may have difficulty obtaining credit cards, lines of credit, or loans you need for a new car, a home, etc. So improving your score should be a priority.

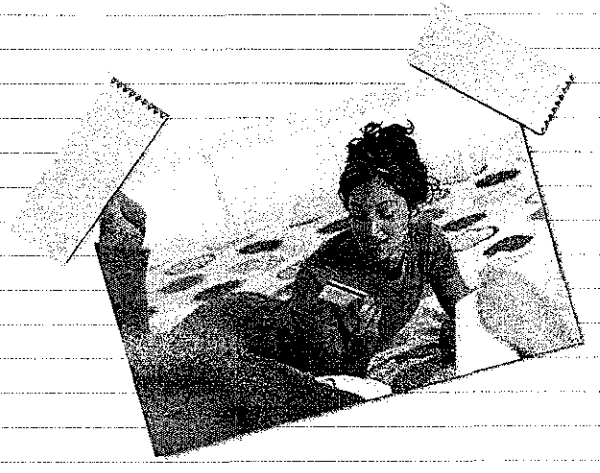


Establishing good credit

Your credit history is a financial profile. So if you manage money well, banks and businesses will want to do business with you. Here are a few things that can help you build a strong credit history:

- Pay off credit cards, loans and service payments in full as soon as they are due. Avoiding late payments is a great start to your credit history.
- Budget for expenses like rent and utilities.
- Balance your checking and savings accounts to avoid overdrafts or bounced checks.
- Know and keep track of your total outstanding debts.
- Know how much credit you have available on your cards and how much you owe.

Fact.
Missing even one credit card payment can knock 50 to 100 points off a good credit score.[3]



Credit Rating Lab (continued...)

The 3 C's of credit

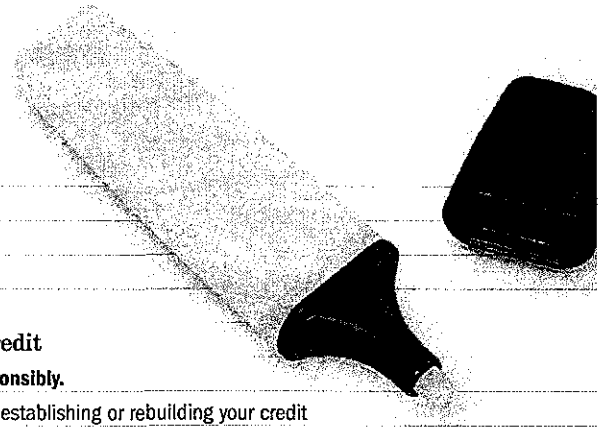
The 3 C's of credit are Character, Capital and Capacity. Creditors ask themselves these three questions to decide if they want to do business with you.

Character. Are you honest and reliable enough to repay the debt?

Capital. Do you have any valuable assets (like real estate, savings or investments) that you could use to repay credit debts if needed?

Capacity. Are you able to repay the debt? Do you have a reliable job that provides enough income to support your spending?

Someone can turn you down for credit (a loan, insurance or employment) for many different reasons. If part of that decision was based on something in your credit report, they are required to share that with you. You should immediately write to the consumer credit reporting company that created the report and ask for a copy. If you ask for it in writing within 60 days after being turned down for credit, by law, the company has to give you a free report. This will help you to identify problem areas in your credit history so you can work to correct them for the future. Remember, if there's an error on your credit report, make sure you dispute it promptly.



Chapter Highlight

The do's and don'ts of credit

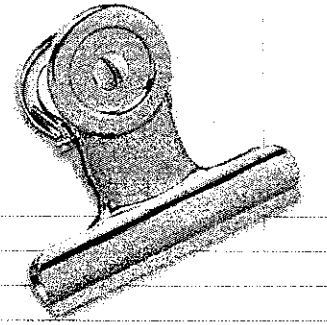
Use credit wisely and responsibly. The most important step in establishing or rebuilding your credit score is to pay all your bills on time. In addition, carrying a credit card with a small line of credit can help—particularly if you've never had a credit card or other loan before.

Shop around. Check out a variety of credit products and services from various institutions to determine which offerings best meet your needs.

Understand your contract. Don't rush into anything. Read the contract carefully and make sure you understand the fine print, like penalties for missed payments and what effect they could have on your interest rate. When you do sign a contract, get a copy for your records in case you have questions later.

Know the "real" cost. Figure out how much something really costs when you buy it with credit. Be sure to add the interest and fees. Pay off as much of your balance as you can to pay as little interest as possible. Be sure to consider all other possibilities before buying on installment credit, and don't be tricked into thinking small payments are always easy to make.

Quick References



Student Aid and Loans

- US Department of Education
  www.ed.gov

Student Loan Guide

- Bank of America
  www.bankofamerica.com/studentloans
  800-344-8382

Annual Credit Report Request Service

www.annualcreditreport.com
877-322-8228

Consumer Credit Reporting Companies

- Equifax
  www.equifax.com
  800-685-1111

- TransUnion
  www.transunion.com
  800-916-8800
  800-888-4213

- Experian
  www.experian.com
  888-397-3742

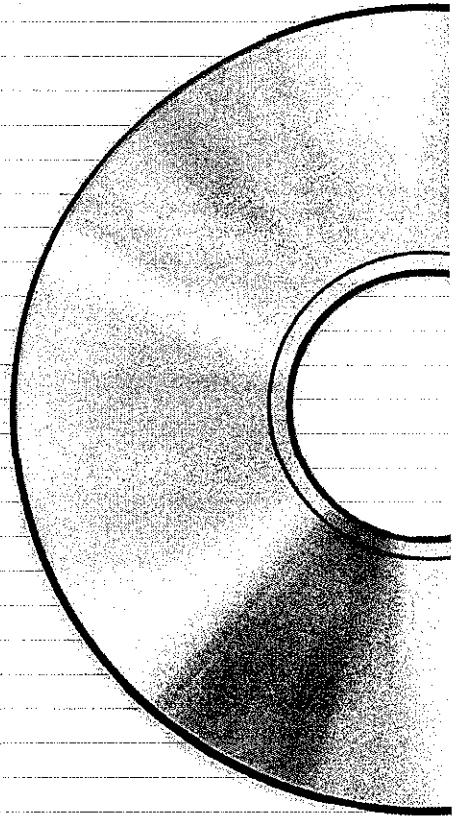
Identity Theft

- Federal Trade Commission
  www.consumer.gov/idtheft
  1-877-IDTHEFT

Financial Planning Help

www.practicalmoneyskills.com

Notes



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[5]http://finaid.org/scholarships/unusual.html

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[7]idtheftcenter.org

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IOWA STATE UNIVERSITY
ALUMNI
ASSOCIATION

October 4, 2007

Mr. Gary Steinke
Executive Director
Board of Regents, State of Iowa
11260 Aurora Ave.
Urbandale, IA 50322-7905

Dear Mr. Steinke:

As president of the Iowa State University Alumni Association (ISUAA), I would like to provide some context and facts about our association's credit card program, the subject of your recent inquiry.

First, the primary audiences for the ISUAA credit card program are ISU alumni and fans, not our students.

Iowa State's Alumni Association has had an affinity credit card program for 19 years. Of our 28,000 card holders, 14,000 have active accounts (accounts that have had some type of activity in the past 12 months). Only 289 of those accounts belong to ISU students.

The royalties generated from student accounts amount to less than $3,000 -- or about half of one percent – of the approximately $500,000 the ISUAA receives each year from Bank of America. We use these funds to support student and alumni outreach programs, leadership opportunities, university projects and scholarships. It also allows the ISUAA to be mostly self-sufficient. With only 6 percent of the association's operating revenue (approximately $250,000 of our $3.4 million budget) coming from the university, these funds make it possible for the ISUAA to provide a high level of support to the university, its students and alumni.

According to a 2004 Nellie Mae study, more than 83 percent of undergraduate students nationally carry at least one credit card. More than 92 percent of sophomores nationally have at least one card. The average balance on those cards is $2,347.

At Iowa State, one percent of students hold an active ISUAA credit card. Their average balance of $1,100 is less than half the national average. And they carry a card that isn't subject to risk-based repricing, which means their interest rates won't balloon if a payment is late. Our affinity partner, Bank of America, also encourages cardholders to use educational resources such as www.smartcredittips.com or www.makingitcount.com.

Fisher-Nickell Hall 214 Richardson Court Ames, Iowa 50011-1370
515-294-6525 Fax 515-294-9402 E-mail alumni@iastate.edu

The Bank of America/ISUAA credit card program is marketed toward students in a passive manner. Typically, a student will receive one piece of direct mail each semester. We also provide graduating seniors an opportunity to get the card during the university's annual Grad Fair for graduating seniors. Bank of America representatives also promote the card program at ISU's home football games and selected men's and women's basketball games; however, those promotions are directed toward all Iowa State fans. We do not allow Bank of America to solicit by e-mail and we do not allow Bank of America to mail to parents of students.

We believe the agreement in place between Iowa State University, its Alumni Association, and the Bank of America is appropriate and mutually beneficial. The concept of an affinity credit card helps to extend our mission, which is to engage the talents and resources of Iowa State University alumni, students, and friends in the life, work, and aspiration of Iowa State.

Regardless of any credit card relationship, student directory information (including name, address and phone number) is public under Iowa law. Unless the student requests otherwise, Iowa State University is legally required to make the information available to any organization or individual requesting it. Any number of commercial organizations can, and do, purchase that information at cost – including the ISUAA (once each semester).

I believe that the primary issue is not about sheltering students from credit cards. They are adults, and they will, can, and do carry credit cards. In fact, most students get their first credit card before they arrive on campus. The issue is about learning how to use credit responsibly, which is an issue that should be addressed more frequently everywhere, in school and at home. We have programs in place at Iowa State to help counsel students and improve their financial well-being.

For example, Iowa State's Financial Counseling Clinic is an excellent free resource for all ISU students. Certified Financial Counselors are available to educate students (and other community members) about personal finance, wise use of credit, overcoming indebtedness, and developing strategies to achieve financial goals.

We will continue to pursue ways to improve the quality of credit education offered on campus. But please, do not ask our bright students and future leaders to "bury their heads in the sand" when it comes to making their own financial decisions. They deserve more credit than that.

Sincerely,

Jeffery W. Johnson
President
Iowa State University Alumni Association

Fisher-Nickell Hall 214 Richardson Court Ames, Iowa 50011-1370
515-294-6525 Fax 515-294-9402 E-mail alumni@iastate.edu

October 4, 2007

Board of Regents request

The recent newspaper articles on student credit cards and negotiated bank-related payments to alumni associations have highlighted concerns about increasing student debts and disclosure of public arrangements.

The Regents have asked that the universities address the following issues:

1. **What relationships exist between the Alumni Association and the University? Describe current relationships.**

> There is an interdependent relationship. The University funds the salary for the director of alumni relations, a small operating budget for alumni relations and a publications budget. The University also provides office space and support services.
>
> The University's director of alumni relations also serves as President/CEO of the UNI Alumni Association (UNIAA). The director reports to the Vice President for Advancement.
>
> The UNI Alumni Association is a 501 c 4 organization as defined by the IRS. That designation allows for collection of membership dues. The Association is technically an independent organization.

Do written agreements exist to define these relationships?

> A contract for services exists between UNI, the UNI Foundation and UNI Alumni Association. It outlines responsibilities such as fundraising and data base management including exchange and sharing of information. There are no agreements between the Association and the University governing affinity partnerships such as Bank of America (BOA).
>
> The by-laws of the Association outline its mission to support and serve UNI alumni and in turn the University.

What information is shared between the two?

> The aforementioned contract for services provides for database management including sharing of information about our students and our graduates between UNI and affiliated entities such as the UNI Alumni Association and UNI Foundation.
>
> The University is aware of the activities of the Association through updates and information provided by the UNIAA President to appropriate University officers.

What are the financial benefits to the university? To the alumni association?

> There are no direct financial benefits to the university, though UNIAA provides an alumni relations program that benefits UNI indirectly. The revenue stream from affinity

partnerships, particularly with Bank of America, combines with dues revenue to allow the alumni program to provide campus and off-campus programming.

This programming includes career advisory services partnerships to provide internships and connections to alumni mentors, support of reunions, homecoming and affinity engagement programs. The Association sponsors recognition and awards programs - the Lux Student Service Award and Heritage Honours Alumni Awards. UNIAA offers a variety of student-orientated programming and earnestly promotes the value of traditions to UNI and to the State of Iowa.

The Association also increased its presence across campus by assisting with special projects such as purchasing safety mats for the cheer teams, promoting student pride as a sponsor of the University's mascot – TC, and funding activities like the emerging Student Leadership Center and for the Free Stuff Store that provides materials to UNI teachers across the nation. The Association funded the motivational keynote speaker at the campus welcome activities. UNIAA teams with student organizations and with the Northern Iowa Student Government on several projects as well.

The UNIAA benefits from in-kind support provided by UNI in terms of office space, administrative systems support and supervision.

The UNI Alumni Association receives royalty payments and marketing fees from Bank of America. A majority of the UNIAA operating budget is provided by this affinity partnership. The agreement has provided significant growth in programming that has enhanced campus as well as programs and services for our alumni. Release of this specific contract information is prohibited by the confidentiality clause of the affinity credit card contract.

Are students members of the alumni association?

Students can join the Alumni Association through Students Today/Alumni Tomorrow (STAT). There are currently more than 2,000 members. Dues are $18 annually (Early orientation specials are offered for $10.)

2. **Please provide the University policy on sharing mailing lists (names, addresses, phone numbers, email addresses) and identify charges associated with providing the lists to:**

Alumni Association

The University shares directory information (name, year in school and local mailing address) about currently enrolled students with UNIAA for purposes of communicating about alumni-related programs, events and services on a case-by-case basis.

Outside vendors

The University of Northern Iowa releases directory information upon request when such release is deemed of potential benefit to students. While directory information might be considered public information, FERPA clearly states that release without consent is permissive. Thus, each request is individually reviewed.

The UNI Alumni Association shares information only for UNIAA sanctioned activities and projects such as affinity partnerships, and to volunteers for events, reunions and outreach. These requests are documented and require a signed memorandum of understanding that restricts use of the information.

Other parties

The University of Northern Iowa releases directory information upon request when such release is deemed of potential benefit to students. While directory information might be considered public information, FERPA clearly states that release without consent is permissive. Thus, each request is individually reviewed.

Associated charges

The fee charged by UNI for providing a 'mailing list' of students is $100 or actual cost whichever is greater. UNI waives this charge for the Alumni Association for the service they receive.

The Association does not have a service fee for information requests.

3. **What student information is provided to the card vendor? Is this information otherwise accessible, i.e. through FERPA?**

UNI provides only 'directory information' and only about students who have not requested additional privacy. FERPA clearly states that release of directory information without consent is permissive.

UNIAA does not direct market the affinity card to students. Marketing to students in the past was sporadic. When provided, the credit card vendor received an electronic list of directory information only. Each list was restricted by contract to one-time use.

The decision to not direct market to students was made by the President of the UNI Alumni Association as part of an annual program review in May 2007.

How are eligible students and parents notified of their rights under FERPA?
Students and parents are informed of their FERPA rights at orientation and in the following:

- University catalog
- Each term's 'Schedule of Classes'
- Parent website
- Office of the Registrar website
- Office of the Vice President for Educational and Student Services website
- Privacy statement on University home page

- The online Student Handbook
- MyUNIverse – student portal

4. Describe how the alumni association selected the credit card vendor. Was the university a party to the selection?

The selections included an RFP process and was guided by industry standard/best practices and direct negotiation. This affinity card program dates to at least 1988.

UNIAA signed an agreement with MBNA in September 1993. It was amended in 1994, extended in 1998 and 2003. Bank of America acquired MBNA in the last two years. The decision to contract with MBNA was based on customer service, financial benefit and based on significant discussion with alumni professionals at other associations and universities.

The University, according to UNIAA records, did not participate in the selection but was aware of the process and decision through organizational reporting lines.

5. Describe what financial literacy education is available to students.

The following Financial Aid programs are promoted to student organizations and residence hall students each year:

- How to complete the FAFSA
- Student employment opportunities
- Loan consolidation
- Debt management (budgeting, loans, credit cards, consequences of poor credit)
- Common on-line scholarship application
- Understanding financial aid

Bulletin boards in the residence halls have focused on budgets and money management during Fall 2007.

A local banking representative presented information on money management to all halls in Spring 2007.

A new program sponsored by Financial Aid, targeted to students in the residence halls, will be offered in all halls during the second and third weeks of November. The focus of the program will be how to manage money, with particular attention to consumer debt and credit cards.

The Alumni Association has sponsored several financial literacy programs through the years. The next such program is scheduled for mid-October and is sponsored by the UNIAA student alumni organization (CATS – Connecting Alumni To Students).

Additionally, BOA has a comprehensive credit education program that includes inserts in all student credit card packages. They have also partnered with Monster.com to offer the "Ultimate Money Skills" program.

BOA offers a broad range of information to students at www.bankofamerica.com/StudentCreditTips

6. Are credit card companies allowed to market on campus; set up a table, recruit students to solicit, and/or promote through giveaways? Are other private companies allowed to market on campus? If so, please provide examples. Do any of the additional examples have financial implications?

Generally, credit card vendors are not allowed on-campus. Commercial solicitation is permitted in the University's Maucker Union, however that policy prohibits credit card solicitation.

Banks and other businesses use tables and rooms in Maucker Union for various other promotional/informational activities and for employee recruitment.

The UNIAA contract does not prohibit other credit card companies from "tabling." (Tabling is to set up a table with the intent to promote a program or service.) The contract does allow for BOA to table at UNI events (not targeting students but with the alumni and friend base in mind.)

The Association holds the contract for the official UNI Ring. Balfour markets the ring by direct mail and tabling. The Association receives a royalty for marketing and promoting for each ring sold. Last year's revenue was approximately $420.

There is no "on-campus component" to other agreements. Everything is direct mail. The UNIAA holds affinity agreements with:

American Insurance Administrators for a full range of insurance programs including gap insurance for new graduates and those between jobs;

Balfour for the UNI ring (mentioned above); and

Non-binding agreements with travel tour companies.

7. What is the financial impact if the card vendor agreements are vacated? To the university? To the alumni association?

Should the UNIAA be unable to continue this or a like affinity relationship, there will be a drastic reduction in alumni engagement with a corresponding loss in relationship management initiatives including volunteer networks, outreach, campus initiatives like support of student leadership and education, and reunions to strengthen ties between alumni and university.

The alumni program would focus on dues membership acquisition and focus programs and services to its 8,000 members only.

There is potential for alumni staff layoffs depending on the direction of the alumni program.

Although unlikely, the contract being vacated could result in legal action and include a return of the marketing fees and royalties.

How many cards have been issued to students through the Card Vendor/Alumni Association agreement? What is the average debt carried by those cards?

Bank of America has authorized release of the student information: BOA holds 69 open student accounts, 55 of which are active. The total debt load on these accounts is $79,258 for an average of $1,148 per open account.

The 55 accounts represent .0044 of the UNI student population.