



January 4, 2021

Rob Van Nevel
UW Credit Union
3500 University Ave.
Madison, WI 53705
rvannevel@uwcu.org

SUBJECT: ISP NO. 21-4017 for **University of WI-Madison Financial Partner**

Dear Rob Van Nevel,

The University is awarding a contract to **UW Credit Union**, subject to receipt by the University of the following documents:

1. One signed and dated original copy of the contract.
2. A signed "certificate of insurance" form completed and signed by your insurance carrier, as required in Section 3.11.

The Contractor shall add the "**Board of Regents of the University of Wisconsin System, its officers, employees and agents**" are added as an 'additional insured' under the commercial general and automobile liability policies on any insurance certificate provided." The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

By signing the attached contract and returning the document to this office via e-mail to david.brinkmeier@wisc.edu one copy, as accepted and executed by University, will be returned for your file.

If you have questions, please contact me at the email address noted above.

Sincerely,

Dave Brinkmeier

Dave Brinkmeier
Procurement Specialist Senior

B8D/ftq

PURCHASING SERVICES

University of Wisconsin-Madison • 21 N Park St, Suite 6101 • Madison, WI 53715 1218
608/262-1526 • (Fax) 608/262-4467 • www.bussvc.wisc.edu • purch@bussvc.wisc.edu

January 4, 2021

CONTRACT

CONTRACT NO.: 21-4017

COMMODITY OR SERVICE: University of WI-Madison Financial Partner

PERIOD OF CONTRACT: January 1, 2021 through December 31, 2030.

This Agreement is entered into between the University of Wisconsin-Madison (hereinafter called "University") and **UW Credit Union**.

Whereas the University issued an Invitation to Submit Plans (ISP) dated January 10, 2020; and

Whereas the University wishes to award a contract pursuant to that process; and

Whereas **UW Credit Union** wishes to provide product and services requested in the ISP;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, **UW Credit Union** and the University do hereby agree as follows:

1. **UW Credit Union** agrees to supply such commodity or service in accordance with the terms, conditions, and specifications of the ISP, including appendices and amendments, and **UW Credit Union's** response (Response). The ISP and Response are incorporated and made a part of this contract.
2. The parties further wish to clarify the following:
 - A. **Awarded: TIER 1: PREFERRED PARTNER – Sole Provider**

Term: 5 years ("Initial Term") with 5 optional one-year renewals ("Renewal Term(s)"). All Renewal Terms shall be approved by mutual written agreement between the University and Contractor.

Financial Partner Provides:

 - Branch Bank at Union South or other locations mutually agreed upon
 - ATMs on campus (number and location of machines below)
 - Marketing sponsorship
 - Other items of innovative value as described in the ISP Response

Campus Provides:

 - Multiple integrated marketing opportunities across campus and with alumni through engagement with the Wisconsin Foundation and Alumni Association (WFAA), as described herein and in the ISP, not including UW Athletics.
 - B. **Inventory** – see Exhibit A: Integrated Marketing Inventory
 - C. **ATMs** – see Exhibit B: ATM Locations
 - D. **Compensation**
 - I. **Award Compensation**

Upon the successful award of the contract to UWCU with the conditions listed above, UWCU will pay the University of Wisconsin \$750,000 ("Award Compensation") on the first day of the Contract Term.
 - II. **Annual Compensation**
 - a. Contractor shall pay the University an annual payment ("Annual Compensation") at the beginning of each contract year for the provision of branch and ATM services on campus and the marketing assets described in the Proposed Integrated Marketing Inventory attached hereto as Exhibit A in accordance with the following schedule:

Contract Year	Annual Payment
Year 1	\$716,705
Year 2	\$742,700
Year 3	\$769,637
Year 4	\$797,551
Year 5	\$826,478
Year 6	\$855,405
Year 7	\$885,344
Year 8	\$916,331
Year 9	\$948,403
Year 10	\$981,597

- b. If undergraduate in-person instruction is completely suspended during any part of the Contract Term by reason of University or UW-Board of Regents action or by federal, state or local government order, the Annual Payment shall be modified in the following manner: If the complete suspension of undergraduate in-person instruction occurs during a Contract Year for which the Annual Payment has already been made, the University shall refund to Contractor 50% of the Annual Payment at the end of the Contract Year on a prorated monthly basis for whole months of the Contract Year in which undergraduate in-person instruction was completely suspended. If undergraduate in-person instruction is completely suspended at the beginning of a new Contract Year, Contractor shall only be obligated to pay 25% of the Annual Payment at the beginning of such Contract Year and then pay 50% of the Annual Payment on a prorated monthly basis for whole months of the Contract Year remaining after undergraduate in-person instruction resumes. Such payment shall become due 100 days after the resumption of undergraduate in-person instruction.
- c. University shall notify Contractor if any of the Signage, Print or Experiential items in the Proposed Integrated Marketing Inventory become unavailable due to an action by the University or UW-Board of Regents or an order by federal, state or local government. Examples of such unavailability include, but are not limited to, the cancelation of in-person SOAR activities in which Contractor was to play a role or the closure of any University facility to the normal student and public traffic in which Contractor has displayed signage or deployed other advertising assets. If such an event occurs, the parties will meet as soon as practicable to identify alternative advertising assets that are of equal or greater value. If the parties are unable to identify alternative advertising assets within 30 days of Contractor's notification to the University, the Contractor may, at its sole discretion, do any of the following:
 - i. Terminate the Contract under Section 3.9.2 for the University's failure to perform under the terms of the Contract; or
 - ii. During the time period for which such Proposed Integrated Marketing Inventory is so unavailable, reduce Annual Payments by 50% and revise the Integrated Marketing Inventory to only include the items currently under the "Exclusive Debit/Credit/Checking Partner" heading.
- d. If the undergraduate freshman enrollment for any Fall semester declines 25% or more from the Fall 2019 semester as reported by the UW Registrar's Office, or the undergraduate population residing in UW Madison on-campus residence halls declines 25% or more from the Fall 2019 semester as reported by UW University Housing, the Contractor may, at its sole discretion, do any of the following:

- i. Terminate the Contract. If the Contract is terminated by Contractor pursuant to this provision, the effect shall be as if the University terminated the contract under Section 3.9.1; or
- ii. During the time period for which undergraduate freshman enrollment or undergraduate population in UW Madison on-campus residence halls has “declined”, as defined above, reduce Annual Payments by 50% and revise the Integrated Marketing Inventory to only include the items under the “Exclusive Debit/Credit/Checking Partner” heading.

III. Union South Branch Location Rent

- a. Contractor shall pay the University rent at the beginning of each contract year (“Annual Rent Payment”) for the current Union South branch location in accordance with the following schedule:

Contract Year	Branch Location Rent
Year 1	\$72,000
Year 2	\$74,520
Year 3	\$77,128
Year 4	\$79,828
Year 5	\$82,622
Year 6	\$85,513
Year 7	\$88,506
Year 8	\$91,604
Year 9	\$94,810
Year 10	\$98,129

- b. If Union South or any other University managed facility in which Contractor operates a branch location, is closed to students or the general public by reason of University or UW-Board of Regents action or by federal, state or local government order, the Annual Rent Payment shall be modified in the following manner: If the closure of the University facility housing the Contractor’s branch location occurs during a Contract Year for which the Annual Rent Payment has already been made, the University shall refund to Contractor 100% of the Annual Rent Payment at the end of the Contract Year on a prorated monthly basis for whole months of the Contract Year in which the facility was closed. If the University facility housing the Contractor’s branch closed at the beginning of a new Contract Year, Contractor shall not be obligated to pay any of the Annual Rent Payment at the beginning of such Contract Year and then pay the Annual Rent Payment on a prorated monthly basis for whole months of the Contract Year remaining after the University facility opens to students and the general public. Such payment shall become due 100 days after the University facility opens.

IV. Existing Contracts

1. Upon award of the Contract, Contractor and University shall negotiate the amendment or termination of any previously existing contract between the Contractor, the University, WAA or any other University affiliated entity that administers the rights to any marketing asset included in the Proposed Integrated Marketing Inventory (“Existing Contracts”). The goal of such negotiation is to make those agreements co-terminus with the Term of the Contract and allow for the Annual Compensation to act as consideration for those assets. For example, the Contractor currently holds a contract with WAA for exclusive right to issue debit and credit cards to the public. By joint agreement, Contractor, University and WAA shall amend or terminate the preexisting credit/debit contract so that the Contract controls the Contractor’s exclusive right to issue credit and debit cards. Any compensation paid by Contractor pursuant to Existing Contracts prior to the award of the Contract and for a time period during the Term of the Contract shall be credited against the Annual Payment for the corresponding contract year.

E. Edited ISP Terms

Section 3.9.1 of the Performance and Contract Requirements is hereby deleted and replaced with the following: "Either party may terminate the Contract at the end of the initial term or any time thereafter, **without cause**, by providing 90 days written notice to the other party. If the Contract is so terminated by either the Contractor or the University, the University shall retain all of the Award Compensation. If the University elects to terminate the Contract during a Renewal Term or is terminated by operation of section 2.D.II.c.i of this Contract such that the termination date does not coincide with the last day of a contract year, the University shall refund Contractor the prorated amount of the Annual Compensation and the Annual Rent Payment for the days in the contract year between the termination date and the end of the then current contract year. If the Contract is terminated pursuant to this section, Contractor is liable only for services provided or performed up to the termination date.

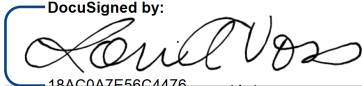
3. The terms of this agreement shall follow this order of precedence:

- The specific terms and conditions stated herein.
- Original Invitation to Submit Plans (ISP) Number 21-4017, including appendices/amendments.
- Contractor's response to ISP.
- Official Purchase Order (when applicable).

3. This Agreement may be amended only by written agreement of the parties.

SEE SIGNATURE BLOCK ON NEXT PAGE.

FOR: UNIVERSITY OF WISCONSIN-MADISON

BY: 
18AC0A7E56C4476...
Lori Voss
TITLE: Purchasing Director
DATE: 1/20/2021

FOR: **UW Credit Union**
3500 University Ave.
Madison, WI 53705


BY: 
TITLE: Paul Kundert, President & CEO
DATE: 1.6.2020

Exhibit A: Proposed Integrated Marketing Inventory

The inventory covered by this agreement excludes UW Athletics inventory marketed by Badger Sports properties. Also excludes the following categories, online mortgages (e.g. Rocket Mortgages) and wealth management specialists (e.g. Annex, UBS, Merrill Lynch).

Signage

All signage to be provided by UWCU

Digital screen advertising across the following: Housing and Dining, Recreation and Wellbeing and Wisconsin Union screens rotating at least 8 times per hour during operating hours year-round:

- Housing: 46 screens, not including menu screens
- RecWell: 10 screens, highest traffic locations
- Wisconsin Union: 8 screens, highest traffic locations Union South and Memorial Union

Digital advertising from UWCU to include

- :15 second "L-bar" rotations on all TV monitors if technically possible on University systems
- :15 second full-screen commercials (no audio) on all TV monitors

Digital screen advertising at least four (4) times per event during Movies on the Terrace and Football Game Days at Union South:

- :30 second full-screen commercials (with audio)

Table Tents placed in seven (7) days increments at Housing and Dining up to 3 times per semester. Table tents are one side on three-sided tent.

Wiscard Office poster and two (2) counter-top posters year-round

Pop-up Stand Alone Temporary Signs placed in 7 day increments up to 3 times per semester at the following locations:

- **Student Gathering Spots** including but not limited to Memorial Union, Union South, Helen C. White and Memorial Libraries, 333 East Campus Mall, Red Gym
- **Academic Halls** including but not limited to Grainger Hall, Education Building, Engineering Hall, Nancy Nicholas Hall, Veterinary Medicine, Signe Skitt Cooper Hall, Rennebohm Hall. Timing of placement at request of UWCU; actual placement determined by building manager based on building layout but goal is highest possible traffic location. Future academic building locations can be requested but final permission is up to the dean who oversees the building.

Pop-up Signs placed in events (for duration of event):

- SOAR
- CFLI (Center for Leadership and Involvement) Events determined on a semester-by-semester basis

Employee-focused Events determined on an annual basis

Social Media

Wisconsin Union posts about UW Credit Union six (6) times per semester on Instagram, Facebook and Twitter (Content mutually agreed upon and approved in advance). Additionally:

- When UW Credit Union Summer Stage is mentioned in social media posts, it's tagged as "the @UWCreditUnion Summer Stage"
- @UWCreditUnion tagged as event sponsor on Sunburst Festival posts

UW Credit Union has the right to create Snapchat filters geo-coded around University properties (i.e. summers on the terrace) using University assets including the W crest logo and Wisconsin Union starburst. Athletics marks may be used if allowable in separate Badger Sports Properties contract.

UW-Madison Twitter accounts post promotional UW Credit Union posts up to three (3) times per semester – covering topics like UWCU's Fuel4Finals events, Bank with Bucky and other timely, relevant events and offers. UW-Madison Twitter accounts could include (but are not limited to): @HousingUW, @UWNewStudent, @UWMadisonInfo, @UW_RecWell, others TBD. Does not include main institutional account (@UWMadison).

Email

Advertising included in Inside UW and The Weekly e-newsletters distributed to all faculty, staff and students each month for 12 insertions annually.

Print

University annually provides a signatory to a mutually agreed upon letter of introduction authored by UW Credit Union to new students that identifies UW Credit Union as the University's student and employee banking partner.

University annually provides a signatory to a mutually agreed upon letter of introduction authored by UW Credit Union to new employees that identifies UW Credit Union as the University's student and employee banking partner.

Wisconsin Union provides a signatory to a mutually agreed upon letter of introduction authored by UW Credit Union to new Wisconsin Union employees that identifies UW Credit Union as the University's student and employee banking partner.

One-panel feature on Wiscard brochure.

UW Credit Union brochure/insert included in new Wisconsin Union employee packets.

Experiential

UW Credit Union branch in Union South featured in the Campus and Visitor Relations Campus Tours for prospective students, families and visitors and current student tours. Highlights relationship to UW-Madison and ability to provide banking services to UW-Madison students and employees.

UW Credit Union presents live/in-person at each SOAR session for 10 minutes to educate students and families about the banking services and benefits available to students.

UW Credit Union slide featured during Wiscard presentation at all SOAR sessions (apart from in-person presentation).

UW Credit Union hosts hospitality table outside of UW Credit Union's Union South Branch during SOAR sessions offering information about banking services and giveaways.

UW Credit Union hosts promotional table/activation outside of UW Credit Union's Union South Branch up to six (6) times per semester offering information about banking services and giveaways.

UW Credit Union table at Badger Fest

UW Credit Union sponsor of Sunburst Fest including space to provide tabling/activation outside of branch space.

UW Credit Union sponsors monthly WUD Films Priority Seating at the Marquee Theater for mutually agreed upon screenings. Students and Union members with a UW Credit Union debit card can access early seating by queuing at the

UW Credit Union priority entrance. UW Credit Union logo appears on screen during seating and :15 spot aired in the preshow.

Wisconsin Union provides space at either Union South or Memorial Union for UWCU to host VIP Watch Parties during up to five (5) televised Badger Athletics events per semester (including football, basketball, hockey, volleyball). The event is open to UW Credit Union debit card carrying members. Includes free food and non-alcoholic beverages (expense paid by UW Credit Union).

UW Credit Union deploys "Student Welcome" activation across campus during Fall semester student move-in week(s). Activation may include signage, tabling, engagement activities (plinko games, photobooth, etc.), giveaways, music.

UW Credit Union deploys “Fuel4Finals” activation across campus during finals week(s) each semester. Activation may include free food and giveaways.

UW Credit Union places “pop-up” branch at campus location mutually agreed upon for period of one (1) week each semester.

UW Credit Union has right to film content inside Wisconsin Union facilities for purposes of promoting UW Credit Union.

UW Credit Union hosts table during employee-focused events to be determined on an annual basis.

Merchandise

Union Cups – UW Credit Union logo to be printed on all disposable cups used within Wisconsin Union Facilities and through Wisconsin Union catering services.

UW Credit Union has right to produce University co-branded merchandise at UW Credit Union’s expense for the purposes of marketing giveaways for students and faculty/staff using the assets detailed in the “Assets/Use of Marks” section. UWCU must use a licensed UW-Madison vendor for any co-branded merchandise.

Exclusive Debit/Credit/Checking Partner

University grants UW Credit Union **exclusive** right to issue UW checks, debit and credit cards to the public. University further grants partner permission to use institution marks, including Motion W and Athletics imagery provided those rights are granted in a separate Badger Sports Properties agreement, to promote our financial offering including checking, and exclusive debit and credit. No other financial institution shall be permitted to promote debit or credit-related offers or paper checks using University imagery, name or marks. Rights to use name/image/marks in the financial services category are not exclusive to UWCU and do not apply to Athletic assets sold by Badger Sports Properties.

The right also includes the following marketing inventory provided at no additional cost beyond the total contract payment:

- WFAA provides UW Credit Union current Alumni mailing list two times per year, including: All Alumni and current WAA members, first and last name, mailing address, email
- WFAA sends email to all alumni and members on UW Credit Union’s behalf two (2) times per year
- One full page ad (inside front cover) two (2) times per year in Badger Insider (*credit/debit card ad placement in fall issue*)
- One full page ad (inside back cover) four (4) times per year in On Wisconsin (*credit/debit card ad placement in fall issue*)
- One full page ad in annual Awards publication (*to launch in 2022*)
- Logo featured on affinity partner ad bar on uwalumni.com, excluding home page
- Logo, featured listing and web link on affinity partner web page
- Featured sub-page on uwalumni.com explaining affinity partnership, benefits and cards with link to UWCU.org.
- One print insert promoting Affinity checking/debit/credit in the twice-monthly mailed WAA Member kit to new and renewing Alumni members
- Print insert in Athletic ticket mailings to WAA audiences (ie; WAA Members, Home Field Advantage participants, Reunion attendees, etc.)
- Collateral display in the WAA main lobby and at appropriate events hosted by WAA (ie; Member Appreciation Month, Home Game Friday events, etc.)

- Logo featured on affinity partner ad bar displayed on digital screen on WAA main lobby
- Sponsor of WAA annual wall calendar, mailed to sustaining members each fall, includes UWCU logo and ad
- Four (4) ads annually in The Flamingo weekly digital publication

Annual business review to align goals and objectives along with uncovering additional opportunities that might include an incremental investment. i.e. advertising, sponsorship (Post-season Bowl games, All Campus Party, etc.)

Assets and Use of Marks

University provides current student list each semester including as many of the following as possible: student name, email address, home address, school address and anticipated graduation date. Student information varies based on what students provide to University. List will be provided six weeks after the start of each semester. Students with FERPA holds will not be included on lists.

University provides current faculty and staff employee list twice annually, six weeks after the start of each semester. List includes employee name, email address and home address.

Wisconsin Union provides list of new Wisconsin Union employees on a monthly basis including employee name and email address.

University grants rights to UWCU for use of marks usage across marketing collateral including W Crest logo, Terrace Chairs illustration and photography, Wisconsin Union Starburst logo, WFAA logo, campus photography of key landmarks, buildings and photography of students in which individual students are not identifiable; nor including the names/images/likenesses of student athletes.

Annual Integrated Marketing Inventory Alignment and Modification

Twice annually during the contract period, University and UW Credit Union marketing representatives will meet to review the previous school year's outcomes/performance and assess the integrated marketing inventory for the coming year. If changes to availability or new opportunities arise, the parties will work to modify this addendum to mutually agreed upon terms.

Exhibit B: ATM Locations

ATM Location/Terminal ID	Required or Optional
Union South Branch - 670139	Required
Hospital Cafeteria - 670808	Required
Memorial Union - 670805	Required
UW Hospital Atrium - 670807	Required
Children's Hospital - 670809	Optional
Gordon Commons - 670818	Optional - Pursuing as an exterior location
Memorial Library - 670814	Optional - Pursuing as an exterior location
Hamel Music Center or Chazen Museum or other mutually agreeable location - New	Optional - Pursuing as an exterior location
Eagle Heights - 670816	*

*The University wishes to maintain, UW Credit Union will reduce the annual contractual payment to the University by \$10,000 for as long as the ATM remains in use.