

**ATTACHMENT J.3**

**APPENDIX C**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR  
USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT**

**Applicable to the Operation of  
Ernest Orlando Lawrence Berkeley National  
Laboratory**

**Contract No. DE-AC02-05CH11231**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT  
FOR USE WITH THE  
PAYMENTS CLEARED FINANCING ARRANGEMENT**

Modification No. 1 is hereby issued this 23rd day of June, 2022 to Agreement Number 1000001911, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE" or "Government"), and the Regents of the University of California, a corporation/legal entity existing under the laws of the State of California and under contract for managing and operating the Lawrence Berkeley National Laboratory (LBNL) (hereinafter referred to as the Contractor) and Wells Fargo Bank, N.A, a financial institution corporation existing under the laws of the State Delaware (hereinafter referred to as the Financial Institution).

**RECITALS**

(a) On the effective date of May 2005, DOE and the Contractor entered into Contract No. DE-AC02-05CH11231 or a Supplemental Contract thereto, providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

(c) The special demand deposit account shall be designated "Lawrence Berkeley National Laboratory, Agreement No. 1000001911, DOE Special Bank Account."

**COVENANTS**

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such account.

2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.

3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify both DOE and LBNL at:

Jacolyn Byrd  
Contracting Officer  
DOE Berkeley Site Office  
One Cyclotron Road  
Berkeley, CA 94720

Andrew Padilla  
Pr. Subcontract Administrator  
Lawrence Berkeley National Laboratory  
One Cyclotron Road, Mail-Stop 971-PROC  
Berkeley, CA 94720

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the following documents: Statement of Work for Banking Services dated October 16, 2019, Data Security, Privacy and Information Management Requirements, dated December 11, 2018, and Schedule of Services and Charges for Lawrence Berkeley National Laboratory Banking Services Agreement No. 1000001911. The Financial Institution agrees that per-item costs, detailed in the Schedule of Services and Charges for Lawrence Berkeley National Laboratory Banking Services Agreement No. 1000001911, shall remain constant or lower, during the term of this Agreement.

The Financial Institution shall calculate the fees based on services rendered, and charge basis, and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.



6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of four (4) years, beginning on the 1st day of November, 2019, and ending on the 31st day of October, 2023. The Agreement may be extended for one additional period of one year each, under the same pricing, terms, and conditions. Any such extension shall be by issuance of a written modification executed by all parties to the Agreement.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 180 days prior to the desired termination date. The specific provisions for operating the account during this 180-day period are contained in Covenant 11.

9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.

10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 180-day period to clear outstanding payment items.

## 12. Insurance

### A. Types of Coverage

The Financial Institution shall obtain, keep in force, and maintain insurance to cover its performance under this Agreement of the types and in the amounts set forth below. Such insurance shall be maintained in full force and effect during the performance of work required by this Agreement. The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Financial Institution.

#### Commercial General Liability Insurance

#### Minimum Limit

• Per Occurrence	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 2,000,000
• Personal and Advertising Injury	\$ 1,000,000



- General Aggregate \$ 2,000,000

Privacy, Technology and Data Security Liability, Cyber Liability,  
or Technology Professional Liability Insurance

	<u>Minimum Limit</u>
• Each Occurrence	\$ 1,000,000
• Annual Aggregate	\$ 5,000,000

The Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance policy shall provide coverage for privacy and data security breaches, including coverage for reasonable costs in investigating and responding to privacy and/or data breaches.

B. Insurance Certificate Requirements

- a. Primary and Noncontributory Endorsement. The general liability insurance coverage, by a valid endorsement, shall be primary and noncontributory and shall not participate with or be in excess over any other valid collectible insurance or program of self-insurance of the Contractor or the U.S. Government. Statements on the certificate designating the insurance as primary and noncontributory will not suffice, an endorsement is required.

- b. Certificate Holder. The Certificate Holder shall be listed as follows.

The Regents of the University of California and the U.S. Government  
Lawrence Berkeley National Laboratory  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- c. Rating. The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A-: VII or better, or an equivalent Standard & Poor's rating of AA or better or Moody's rating of Aa or better; or that are acceptable to the Contractor.
- d. Deductible. Subcontractor shall bear all financial responsibility for all pertinent deductibles, self-insured retentions and/or self-insurance with no contribution required from the Contractor and/or DOE.
- e. Self-Insurance Retention. Subcontractor shall bear all financial responsibility for all pertinent deductibles, self-insured retentions and/or self-insurance with no contribution required from the Contractor and/or DOE.
- f. Applicability. The insurance certificates submitted may be able to be applied to future LBNL Agreements, and it is preferred that it not be made applicable,

or reference, a specific Agreement.

C. Notification

The Financial Institution or its insurers shall provide written notification to the Contractor's Procurement Representative and Insurance Tracking Services, Inc. (ITS) at least 30 days in advance of any modification, change, or cancellation of any of the insurance coverage.

D. Certificate Submission

The Contractor has contracted with Insurance Tracking Services, Inc. (ITS), a third party responsible for verifying the Financial Institution's compliance with the insurance requirements contained in the Agreement with the Contractor.

ITS will correspond directly with the Financial Institution to convey insurance deficiencies, policy renewal requests and any other insurance documentation that may be lacking in order to establish full compliance with the Contractor's insurance requirements.

Prior to commencing any Services at a location other than the Financial Institution's or lower-tier subcontractor's facilities, the Financial Institution shall provide certificate(s) of insurance and any necessary endorsements or other documentation confirming the required insurance coverage, by submitting them to the Contractor's authorized insurance compliance monitoring representative, ITS at [lbl@instracking.com](mailto:lbl@instracking.com) or fax to (562) 435-2999, or mail to:

The Regents of the University of California and the U.S. Government  
Lawrence Berkeley National Laboratory  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- E. The requirements of this Covenant shall be met by the Financial Institution at no additional cost to DOE and the Contractor.

13. This Agreement shall continue in effect for the 180-day additional period, with exception of the following:

- a. Term Agreement (Covenant 7)
- b. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid documents listed in Covenant 5 that are not inconsistent with this 180-day additional term shall remain in effect for this period.

14. The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "University of California Lawrence Berkeley National Laboratory Representations and Certifications." These forms, in addition to the "Offeror's Pricing" form have been accepted by the Contractor and the Government and are incorporated herein as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 9 pages, including the signature pages, to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

U.S. Department of Energy

By Jacolyn Byrd

(Name of Contracting Officer)

JACOLYN BYRD

Digitally signed by JACOLYN  
BYRD  
Date: 2022.08.11 09:38:23  
-07'00'

(Signature of Contracting Officer)

(Date of Signature)

The Regents of the University of California

By Philomel Pena

(Name of Contractor's Representative)

*Philomel Pena*

(Signature of Contractor's Representative)

UC Director of Treasury

(Title)

1111 Broadway, Suite 2100, Oakland CA 94607

(Address)

08 / 03 / 2022

(Date of Signature)

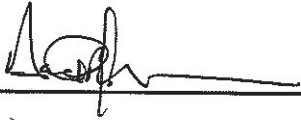


By

(Name of Financial Institution Representative)

David N. Ryder

(Signature of Financial Institution Representative)



(Title)

Senior Vice President

(Address)

1700 K ST, NW; Suite 9B; Washington, DC 20006

(Telephone Number)

202-449-8732

(Date of Signature)

07/19/2022


NOTE

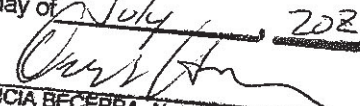
Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

  
David N. Ryder  
Senior Vice President  
Wells Fargo Bank, N.A.  
07/19/2022

District of Columbia: SS  
Subscribed and Sworn to before me  
this 19 day of July, 2022  
  
DIANA PATRICIA BECERRA, Notary Public, D.C.  
My commission expires September 30, 2023



**Statement of Work  
for  
Banking Services  
October 16, 2019**

**1) INTRODUCTION**

- A. LBNL, a contractor to the Federal Agency, Department of Energy ("DOE"), has eight bank accounts requiring full-banking services.
- Concentration account, Accounts Payable and Payroll Controlled Disbursement accounts
  - Other Checking accounts (Conference and Admin Fund)
  - Depository accounts (Gifts, Royalties and Work for Others)
- B. A Letter of Credit with the US Treasury will fund the concentration account daily to bring its balance to zero as administratively possible. This is referred to as the Daily Drawdown.
- C. LBNL's banking provider must:
- Hold a charter from either the United States Government or the State of California.
  - Be a member of the National Automated Clearinghouse Association (NACHA) and be in compliance with all rules and regulations set forth by the NACHA and local ACH association(s) and ACH operators.
  - Be Federal Deposit Insurance Corporation (FDIC) Insured.
  - Be a member of the Federal Reserve System and hold an account with the Federal Reserve Bank so that it shall participate in Fedwire Fund Services.
  - Meet the collateral requirement of at least \$10 million in order to guarantee LBNL depository accounts that exceed the level for funds insured by the FDIC.
  - Have an existing branch in the LBNL service area (Berkeley/Emeryville/Oakland, CA) to provide accommodations for check cashing and same-day deposit.
  - Assign a designated relationship manager and back-up staff / team for support. Such representatives must provide coverage during Pacific Coast Time business hours: 8am to 5pm. The representatives must have a strong understanding of governmental operations.
  - Provide account and website maintenance services.

**2) SUMMARY OF ACCOUNT SERVICES REQUIREMENTS**

- A. The bank shall provide the following account services including but not limited to:
- Account reconciliation and related reporting (including intra-day and previous day reporting).
  - Internet based system for stop payments, cancels, voids, issues, check copy requests, inquiries and related reports.
  - Positive pay services including the necessary file transfers between the bank and LBNL.
  - Controlled disbursement services including file transfer and internet based reporting system.
  - ACH / Wires services (debit and credit) including necessary file transfers between the bank and LBNL and internet based ACH processing system. Includes vendor registration and vendor web portal that LBNL may enroll in.
  - Reports shall be made available in PDF and Excel.
  - Statewide and domestic check cashing services for same bank customers
  - Dedicated customer service contacts for general inquiries including reconciliation issues and available during office hours (Pacific Coast Time).



- LBNL may need extended business day service to support Accounts Payable and Payroll, if and when having problems processing and transmitting direct deposit, outsourced check printing, or positive pay files. The bank must have a designated customer service team who become very familiar with and highly accessible to LBNL.
- VP level contact for contract and escalated service issues.
- Tax payment services for paying federal payroll taxes to the Internal Revenue Service and to pay certain other Federal, State or other (i.e., City) taxes.

### 3) DETAILS OF ACCOUNT SERVICES REQUIREMENTS

- A. At the request of LBNL, the bank shall have the following eight (8) accounts established at the start of the contract:
- **Concentration** – Desktop scanner deposits, EFT-Book Transfers, ACH debit/credit, Fedwire (Reverse Fedwire), linked to AP and PR Controlled Disbursements Accounts (CDA).
  - **Accounts Payable** – CDA, Systems and Manual Checks, Positive Pay, EFT-ACH/Wires (domestic/foreign) debit/credit.
  - **Payroll** – CDA, Checking Positive Pay, EFT-ACH/Wires debit/credit.
  - **Conference** – Checking Positive Pay, Desktop scanner deposits, EFT-ACH/Wires/Book Transfers debit/credit.
  - **Admin Fund** - Checking Positive Pay, Desktop scanner deposits, EFT-ACH/Wires/Book Transfers debit/credit.
  - **Royalties** – Desktop scanner deposits, Lockbox Deposits, EFT-ACH (incoming only with exceptions)/Wires/Book Transfers debit/credit.
  - **Gifts** - Desktop scanner deposits, EFT-ACH (incoming only with exceptions)/Wires/Book Transfers debit/credit.
  - **Strategic Partnership Programs** – Desktop scanner deposits, Lockbox Deposits, EFT-ACH (incoming only with exceptions)/Wires/Book Transfers debit/credit.
- B. LBNL reserves the right to close accounts, consolidate existing accounts or establish additional accounts as needed during the contract term.
- C. For each Disbursement Account, the bank shall solely issue checks (or payable-through drafts) and electronic debits.
- D. LBNL maintains multiple accounts at Bank, and LBNL designates one account as its "Principal Account (Concentration Account)" and two additional accounts as "Target Balance Accounts (Controlled Disbursement Accounts or "CDA")." For each CDA, LBNL specifies the balance to maintain as zero in such CDA. At the end of each Business Day, Bank will determine the applicable balance on deposit in each CDA. If the applicable balance in a CDA exceeds its zero Balance, Bank will transfer from the CDA to the Concentration account such funds as are necessary to bring the applicable balance to zero (i.e., ZBA sweep). If the applicable balance is less than zero, Bank will transfer from the Concentration Account to the CDA such funds as are necessary to bring the applicable balance to zero.

### 4) ACCOUNT TRANSMISSION

- A. The bank shall establish a secure dedicated line for all electronic transmissions. The Bank's system shall be compatible with LBNL's PeopleSoft Financial System for vendor and employee

payments (Accounts Payable and Payroll), customer deposits (Accounts Receivable) and related Bank reconciliation.

- B. The bank shall enable LBNL to send an electronic in a predetermined file format (minimally a csv), file with payment instructions and data related to checks issued, positive pay to Bank. Bank will make payments through the ACH, by Wire, or by Check in accordance with LBNL's payment instructions
- C. The bank shall accept and process void, stop and issue information on demand. The bank shall accept manual and electronic instructions from LBNL and shall act immediately on the requests from LBNL to void, stop and issue. Timing of the effect of voids and stops shall remain the same as when transmitted via Secure File Transfer Protocol (SFTP).
- D. The bank shall provide an electronic statement file for each account on demand and/or on a predetermined schedule. The file shall include the date of the transaction, payer/payee, amount, status of each check (if applicable depending on the type of account) at a minimum. The format of the electronic statement file shall be compatible with LBNL's PeopleSoft Financial Management System.
- E. The bank shall immediately notify LBNL in the event of any failure in either receiving electronic transmission from LBNL or sending electronic transmission to LBNL.
- F. LBNL requires minimum lead time of four months for any software changes in our interface with the bank, with the ability to test a new version while the old version is still being supported in production. Bank shall provide technical support to LBNL team for implementing system changes related to the use of any bank software and related testing. The bank shall provide a quality control check of LBNL's custom checks that we print. The bank shall provide appropriate training for LBNL staff on the Banking application and shall provide user manuals/ written instructions

#### 5) CHECK SERVICES

- A. The bank shall provide check cashing services for recipients of LBNL's issued checks.
- B. The bank shall not cash a check if any one (1) or more of the following conditions exist:
  - Postdated check,
  - Improperly endorsed check,
  - Endorsement missing,
  - Incorrect or missing "authorized signature" (the authorized signer will be provided to the bank for each account after contract award),
  - Check amount altered or any other alteration affecting the bank to process the check,
  - Security watermark missing or altered,
  - Over the stipulated void days, and
  - Stop payment or void has been communicated to the bank.
- C. The bank shall be responsible, using their standard criteria, for verifying the identity of the person cashing the check at their branch.
- D. Controlled disbursement items can be cashed locally and globally.

#### 6) CHECK ISSUE MAINTENANCE

- A. For security purposes, LBNL's check stock uses security watermark.

B. The following procedure shall apply to **ALL** check disbursement accounts.

**a. STOP PAYMENTS / VOIDS**

- i. In addition to the bank processing stops/voids electronically, the bank shall provide LBNL with access to request stop payments and stop payment removals on checks via the bank's secured internet based system. The bank shall provide for LBNL to request individual and range stops without the need to sign on for each individual stop payment request or range request. Other than access security, the check number and account number shall be the only required information for requesting the placement or removal of a stop payment.
- ii. The bank shall establish and maintain a back-up stop payment / void procedure (i.e., via telephone and fax).
- iii. The stop payment/void shall be considered effective immediately when placed either on-line or upon receipt of the facsimile transmission or telephone call.
- iv. The bank shall provide for void and stop that protects LBNL from the time of communication of the stop or void to the bank. The bank must have systems in place to perform stops or voids on a real-time basis and reflecting the most up to date status of any check drawn on its bank.
- v. Void after the stipulated number of days which is 180 days.

**b. CHECK COPIES**

- i. The bank shall provide upon request, photocopies or images of checks, front and back delivered on-line or delivered by e-mail or fax.
- ii. The bank must make available online copies of paid/cancelled checks to LBNL within 12 months of the paid date.

**c. IMAGING, STORAGE, RETRIEVAL OF PAID CHECKS**

- i. The bank shall provide the following services:
  1. Imaging
  2. Storage
  3. Retrieval
- ii. The bank shall image all checks, store them on secured media and retrieve via on-line.

**d. POSITIVE PAY**

- i. The bank shall process the check issue information on its systems to establish an outstanding file for LBNL's payable systems.
- ii. Each day as the bank shall clear the checks, a system match shall be made against LBNL's Check Issue Data and provide LBNL with an exception report that contains all exception items, including checks with encoding errors (see also Fraud Control Services for Option Services).



- iii. For unmatched checks / exceptions, the bank shall communicate to LBNL via the internet-based system.
- iv. The bank shall provide the following positive pay services:
  - **Positive Pay with Return Default Decision Making**  
The bank shall not process these checks until it has received instructions from LBNL via the banks' internet based Positive Pay system. This enables LBNL to instruct the bank to return counterfeit checks.
  - **Positive Pay Exception Checks Returned**  
If LBNL misses the Decision Deadline for a Check listed in the Exception Report, Bank will return the Check unpaid marked "Refer to Maker".
  - **Positive Pay w/ Image Request Capability (fax or on-line) for Exceptions, preferably via the internet:**  
The bank shall make copies of positive pay items available to LBNL upon request.
  - **Positive Pay Payee Validation –Standard Item:**  
Bank validates the payee's name on each Check exceeding the dollar threshold determined by Bank from time to time without notice to LBNL. Bank will indemnify Company against actual direct money losses incurred by LBNL as a result of an unauthorized alteration of the payee on such a Check, provided (i) LBNL included the payee's name with the information about the Check in LBNL's Check Issue Data and (ii) Bank received Company's Check Issue Data on a Business Day prior to the Business Day on which the Check was presented.
  - **Positive Pay Controlled Disbursement Perfect Presentment:**  
Each Business Day, Bank shall compare each Check presented to Bank on that Business Day to LBNL's Check Issue Data prior to posting such Checks to LBNL's Account.

7) ACH

- A. The bank shall provide ACH services and comply with NACHA rules (Electronic Payments Association).
- B. The bank must provide the following transaction types:
  - ACH Credit
  - ACH Debit
  - ACH Pre-notification (PRENOTE)
  - E-Checks Processing: EFT, Wire transfer and
  - WEB: Internet Initiated Entry
- C. The bank shall provide an ACH File Transfer. The bank shall process ACH transactions via file transfer from LBNL or via a bank provided internet based system that produces a file to be uploaded and processed by the bank.
- D. ACH File Transfer transactions shall be processed by the bank via batch and internet based transactions.
- E. The file format must be based on NACHA standards and allow for a unique transaction ID per transaction. The bank shall create a unique transmission ID per file that allows for encryption of

the data on the file and a secured transmission file. The unique transaction and transmission IDs will be used for reconciliation and customer service purposes. LBNL users shall be given the option to print, confirm, or cancel an ACH transaction. The bank shall provide authentication requirements for file transmission.

- F. The bank shall provide LBNL representative with a report, immediately following notification of a returned pre-note and/or an ACH fail (regardless of the dollar value of the fail), via an Internet based system, outlining the following information:
  - a) Correct and incorrect banking information
  - b) Effective date (Settlement date)
  - c) Amount
  - d) Reason for fail
  - e) Individual I.D. number
  - f) ACH trace number
- G. When data is received or transmitted electronically by the bank, the bank shall utilize the proper security techniques as required to insure the protection of the data and to maintain the integrity of the system.
- H. LBNL policies regarding login accounts, user passwords, external system access, sensitive data and external data will be provided to the bank upon request.
- I. LBNL policies regarding login accounts, user passwords, external system access, sensitive data and external data are governed by LBNL. Title III of the E-Government Act (Public Law 107-347), entitled the Federal Information Security Management Act (FISMA), requires that all federal agencies (U.S. civilian departments, agencies, and their contractors (LBNL) develop and implement an organization-wide information security program to safeguard the Information Technology (IT) assets and data of the respective organization.
- J. The bank shall support ACH related Accounts Payable payments processing including travel by utilizing a file transmission format acceptable to the bank.

#### **8) TAX PAYMENT SERVICES**

- A. The bank must be able to provide tax payment service which will allow LBNL to transfer funds from its account(s) with Bank to pay its federal payroll taxes to the Internal Revenue Service and to pay certain other federal, State or other (i.e., City) taxes listed from time to time.
- B. LBNL may initiate tax payment transfers using an access code and personal identification number ("PIN") on a bank portal, a touch-tone telephone or a PC on which a Windows-based software has been installed.
- C. Tax payment receipt shall be via Fax, Mail and other secured methods.

#### **9) WIRES**

- A. The bank shall provide wire service. Future dated wires are common in Accounts Payable.
- B. Wires can be U.S. Dollar payments initiated to both domestic and foreign banks in addition they can be foreign currency wires.

- C. LBNL records all transactions in U.S. Dollars but wires certain payments in foreign currencies. The Bank must support LBNL's requirement to wire issues and process foreign drafts within the same workday.
- D. A wire expressed in U.S. Dollars will be sent in U.S. Dollars. LBNL may request that prior to executing an Order or outgoing Drawdown Request, Bank converts the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Bank's selling rate for exchange in effect on the date the Order or outgoing Drawdown Request is executed by Bank.
- E. The bank shall enable LBNL to receive international and domestic wires.
- F. Bank shall verify that LBNL has authorized a wire transaction.
- G. The bank shall provide services for LBNL to initiate and approve wires and book transfers electronically.

**10) ACCOUNT RECONCILIATION**

- A. The bank shall provide controlled disbursement accounts (2) and Conference account (1) with full bank reconciliation services i.e., Account Reconciliation Plan ("ARP").
- B. ARP assists LBNL in reconciling its checking account to its internal accounting records.
- C. The full ARP statement shall include the following:
  - Detailed Credits
  - Detailed Checks
  - Detailed Other Debits
  - Balance by Date
  - Issue By Date
  - Reconcilement Summary
  - Reconcilement Detail
  - Statement Recap
  - Input Not Accepted
  - Issue Notices Not Received Report Outstanding Checks Report
  - Voids and Cancels Report Issues This Cycle Report
  - Unpaid Checks Report
  - Prior Payments Report
  - Posted Items Report
  - Credits Report
  - Bank Originated Entries Report
  - Stop Payment Report
  - Reversed Checks Report
  - Paid Checks Report
  - Deposit Location Report
- D. The bank shall provide a paid check transmission upload to update LBNL's controlled disbursement accounts.
- E. The bank shall reconcile the accounts monthly. Monthly is defined as the first day of the calendar month to the last day of the calendar month.



- F. The bank shall provide to LBNL ARP reconciliation report, including all supporting documents, together with the bank statement, no later than five (5) to seven (7) business days after the last day of the month. Format options should be PDF and Excel.

#### 11) DEPOSITORY

- A. The bank shall provide deposit options: Remote Check Capture, i.e., Desktop (scanner at office), wholesale lockbox, and cashier for coin/currency, if needed on an emergency basis. Examples of bank credits can include incoming checks, wires, ACH, and book transfers.
- B. The bank shall accept courier service for deposit and also cashier pickup and delivery with fax pre-notification to the branch.
- C. The bank shall make available to LBNL the option to execute and utilize a Payment Authorization Service Set-up Form, for LBNL's deposit accounts ("accounts") at the Bank. The bank shall (i) automatically return unpaid (marked "REFER TO MAKER") Items drawn against the accounts which are presented to Bank, and which exceed the "Maximum Dollar Authorized Payment Amount" specified on a Setup Form, (ii) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum Check Cashing Amount" specified on a Setup Form, (iii) refuse withdrawal requests against the account which are pre-sented to Bank through its branch/store network, and which exceed the "Maximum over the Counter Withdrawal Amount" specified on a Setup Form, and/or (iv) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which are made payable to an individual.
- D. The bank shall provide LBNL the ability to receive images of the front and back of all checks paid to its deposit account(s).

#### 12) FRAUD AND SECURITY CONTROLS

- A. The bank shall implement a fraud detection to screen WEB entry and conduct an annual data security audit.
- B. The bank shall maintain Malware detection and shall have the latest security updates and patches installed.
- C. LBNL account data shall be encrypted or secured method.
- D. The bank shall establish all accounts to be protected against unauthorized debit activity.
- E. The bank shall meet with LBNL periodically and provide a fraud analytics review of its accounts, including any recommendations.
- F. The bank shall provide ACH and Wire payments with dual control (a separate initiator and approver). The bank shall provide dual approval (require two approvers) options as well.
- G. The bank shall provide accounts with ACH payment protection. Examples are: ACH Fraud Filter Stop (3<sup>rd</sup> party is unable to initiate and pull funds from the accounts), and Full ACH Debit and Credit Blocks (no ACH debits or credits allowed on account unless there is an authorized exception).
- H. The bank shall provide option to post no checks (maximum dollar limit of \$0.00) as a block on depository or electronic disbursement accounts.

- I. The bank shall provide positive pay on disbursement accounts and offer protection options. Examples are: Perfect Presentment, Perfect Presentment w/ Payee Validation (Default Return), and Positive Pay w/ Payee Validation (Default Return).

### 13) REPORTING

- A. The bank shall provide reports for LBNL accounts. Below are reports to include, but not limited to, the following:
- ARP Reporting
  - Monthly bank statements
  - Intra Day
  - Previous Day
  - Daily Activity Balance
  - Account Analysis
  - Invoice (Monthly Bank Fees Invoice)
  - Account activity
  - Online Check Presentment Reporting.
- B. Monthly reports are defined as the first day of the calendar month to the last day of the calendar month.
- C. The bank shall prepare "*Daily Activity Balance Reports*" consisting of deposits, disbursements, and daily ledger and available balance status of Federal funds on hand. The bank shall provide such intraday and previous day reporting in PDF and Excel formats.
- D. The Previous Day report will report on deposits, disbursements, and daily status of Federal funds on hand as of the end of the previous day, and Bank shall ensure it is accurate and agrees with the amounts of checks presented, drawdowns, and/or receipts for the day. The bank shall review this statement for overdrafts and/or excess balances of Federal funds on hand to ensure that the bank has taken appropriate action to strive for daily zero balances.
- E. The bank shall provide a monthly *account analysis* statement and shall be in the format consistent with the AFP standards. This shall also include daily ledger balances and a monthly average balance. The bank shall ensure that this statement is accurate and contains the description, AFP and bank codes and per unit charges contained in the banks submitted "Schedule of Services and Charges" for the month's account activity. This statement should tie to the monthly invoice.
- F. The bank shall provide *intraday*, *previous day* and account analysis, reporting in PDF and Excel formats. Invoice shall also be provided via PDF and electronically sent.
- G. The bank shall provide monthly statements to LBNL no later than five (5) to seven (7) days following the end of the reporting period.
- H. Failure to furnish or continued tardiness in providing required documents or information is a violation of the bank's responsibilities. If a violation occurs, LBNL may withhold payment until the required items are provided, or may terminate this agreement for failure to comply with the requirements.
- I. The bank shall provide LBNL a monthly Account Analysis Statement online within five (5) to seven (7) business days after the statement cutoff date.

### 14) DISASTER RECOVERY



- A. The bank shall have backup strategies, server redundancies, and a documented disaster recovery plan.
- B. It is imperative that LBNL have access to its financial assets in case of a disaster that could strike LBNL or LBNL's Bank. Bank must have a backup and emergency plan in place that would enable LBNL to continue operations in the event of a system breakdown or other emergency.
- C. The bank shall provide services for LBNL disaster recovery including issuance of manual checks from a report provided and authorized by LBNL authorized signer. The bank must support LBNL's Disaster Recovery Service requirement. The Bank must describe its established Disaster Recovery Plan and explain how that Plan relates to the offered services.

## 15) DAILY DRAWDOWN

### A. OVERVIEW

- 1) The bank shall fund the concentration account daily to bring its balance to zero as administratively possible. Funds are drawn against the US Treasury Letter of Credit.
- 2) The bank shall Request for Funds (ASAP 1031) or Reversal of Funds (1002, 1008, 1000) that are processed through the Federal Reserve Bank or Branch.
- 3) Payments cleared funding is a method used by the Federal Government to provide funds to a contractor (LBNL) who is performing services / goods to the DOE. Under this method, the contractor issues payments for program purposes.
- 4) When LBNL payments clear the bank, these payments are totaled and the deposits are subtracted and the bank will draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank for credit to the account at LBNL.
- 5) The amount of the drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible.
- 6) The bank must determine the cutoff time to LBNL (presentment shall be made by 11:30am Pacific Coast Time) for processing payments and deposits to ensure same day credit as the drawdown is effected by sending an online request for funds (type code 1031) to FRB via Fedwire by 5:45 PM Eastern Time.

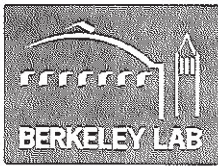
### B. DETAILS

- 1) The bank will be provided with the ASAP Payment Requestor Bank Information and Enrollment forms. The bank must complete the forms with typed names and an authorized signature of individuals who are authorized access to ASAP capabilities. The bank must notify LBNL and complete forms when any designated officials are no longer authorized to request funds via ASAP system. Instructions are included along with wire instructions specific to the 1031 accounts.
- 2) A DOE Office of Science-Integrated Support Center employee designated as a Point of Contact in ASAP will contact LBNL and the financial institution for the banking / enrollment information needed for input into ASAP.
- 3) The bank shall provide an automated printout of Request for Funds (ASAP 1031) or Reversal of Funds to LBNL each time an on-line request for funds or reversals are processed and completed with the Federal Reserve Board (FRB). The bank shall request Funds or Reversal of Funds to the FRB or Branch according to instructions included in this solicitation. The FRB will respond with an acceptance (1032) or a refusal (1033). The FRB will credit or debit LBNL's account with the amount of funds requested.



- 4) The bank shall have a cash management system and controlled disbursement service to administratively meet the daily zero balance requirement. Must be able to accept and send information in the format required by the ASAP system.
- 5) The bank shall draw down funds from the FRB to receive same day credit ascertaining the amount of payment items received for payment (including outgoing wires) net of the amount of any deposits (including incoming wires) and submits an online payment request to the FRB by 5:45pm Eastern Time which is before the closing times.
- 6) Although drawdowns under a payments-cleared financing arrangement should always be made with the intent of maintaining the balance in the account as close to zero as administratively feasible, it is possible that overdrafts and excess balances may occur. In such cases, the bank should take appropriate actions to correct these circumstances and the following procedures should be followed by the bank:
  - **Overdrafts.** On the first business day following an overdraft, the bank will draw down an amount equal to the net sum of the overdraft, offset by any receipts.
  - **Unexpected Overdrafts.** On the first business day following an overdraft, the bank shall draw down on amount equal to the sum of the overdraft plus the current day's charges offset by receipts. Overdrafts should be reversed in the same day, if possible. The bank will notify LBNL when it is not possible.
  - **Excess Balances.** An excess account balance results when a bank makes a drawdown from ASAP 1031 account for more funds than needed to cover the net of receipts and disbursements for the day in LBNL's account. The bank must return the excess balance to FRB Richmond by 5:45pm Eastern Time. If the bank is unable to return the excess by that time of the day of the occurrence, the excess should be used to offset the next day's drawdown, and any remaining excess should be returned to FRB Richmond before 5:45pm Eastern Time
- 7) If the bank has a pattern of excess drawdowns and fails to correct the problem after written notice from LBNL, the bank will be assessed interest on all excess balances at the Federal Funds Rate for the month(s), and the special financial institution account agreement will be terminated.
- 8) The bank shall pledge collateral requirement of \$10 million in order to guarantee LBNL depository accounts that exceed the level for funds insured by the FDIC
- 9) The bank shall designate a point of contact(s) (POC) within its organization for the payments cleared financing arrangement operation and furnish the names and telephone numbers to LBNL. The bank shall also request the designated POC's from LBNL with names and phone numbers so that a communication channel between the parties regarding daily drawdowns and checks presented can be established. Coverage should include the Pacific Coast hours of operation.
- 10) The bank shall respond promptly and in a timely manner to requests from LBNL for information necessary for the administration and oversight of the payments cleared financing arrangement operation.
- 11) The bank shall ensure that the management official authorized to sign the Agreement for the bank does not designate himself/herself to draw down funds.

(END OF STATEMENT OF WORK)



University of California  
Lawrence Berkeley National Laboratory

DATA SECURITY, PRIVACY AND INFORMATION MANAGEMENT  
REQUIREMENTS

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

- 1.1 This Data Security, Privacy and Information Management Requirements (“Requirements”) is designed to protect Controlled Information (defined below) and University Information Resources (defined below). These requirements describe the data security and privacy obligations of the Subcontractor and its lower-tier subcontractors that connect to University Information Resources and/or gain access to Controlled Information.
- 1.2 Subcontractor agrees to be bound by the obligations set forth in these Requirements. To the extent applicable, the Subcontractor also agrees to impose, by written contract, the terms and conditions contained in these Requirements on any third party retained by the Subcontractor to provide services for or on behalf of the University.

ARTICLE 2 – DEFINED TERMS

- 2.1 **Breach.** Breach means the unauthorized acquisition, access, use or disclosure of Controlled Information that compromises the security, confidentiality or integrity of such information.
- 2.2 **Controlled Information.** Subcontractor’s performance of Services under the Subcontract may involve access to certain information that the University wishes to be protected from further use or disclosure. Controlled Information shall be defined as: (i) Protected Information (defined below); (ii) information the University discloses, in writing, orally, or visually, to the Subcontractor, or to which the Subcontractor obtains access to in connection with the negotiation and performance of the Subcontract, and which relates to the University, its employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to the University or to the Subcontractor acting on the University’s behalf (collectively, “the University Users”), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- 2.3 **Protected Information.** Protected Information is defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information (PII), medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the



federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*). If this subcontract contemplates the processing, storage, or gathering of Protected Information, it will identify the categories of such information explicitly.

- 2.4 **University Information Resources.** University Information Resources is defined as those devices, networks and related infrastructure that the University owns, operates or has obtained for use to conduct University business. Devices include but are not limited to, University-owned or managed storage, processing, communications devices and related infrastructure on which University data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Controlled Information, other University created or managed business and research data, metadata, and credentials created by or issued on behalf of the University.
- 2.5 **Work Product.** Work Product is defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Controlled Information and all proprietary rights therein, including copyrights but excluding Subcontractor's pre-existing Intellectual Property or Subcontractor's Intellectual Property is not solely provided under this Agreement. Work Product is included in the University's Data. For the avoidance of doubt, Work Product shall belong exclusively to the University and unless expressly provided, these Requirements shall not be construed as conferring on the Subcontractor any patent, copyright, trademark, license right or trade secret owned or obtained by the University. The University or the Federal Government own and retain all rights to data and information generated by, stored by, or otherwise provided to the Subcontractor through the Service as described in the Subcontract (collectively hereinafter "University Data"). The Subcontractor shall use University Data only in the course of providing the Service to the University. The Subcontractor shall not otherwise disseminate, analyze, read, or claim ownership to University Data in any manner, except as necessary to provide the Service to the University which includes analysis to review performance of the product, which may include University Data.
- 2.6 **Services.** Services include only services that Subcontractor performs for specific benefit of the customer – those services that are specifically sought by the customer.

### **ARTICLE 3 – ACCESS TO UNIVERSITY INFORMATION RESOURCES**

In any circumstance when the Subcontractor is provided access to the University Information Resources, it is solely the Subcontractor's responsibility to ensure that its access does not result in any access by unauthorized individuals to the University Information Resources. This includes conformance with minimum security standards in effect at University location(s) where access is provided. Any Subcontractor technology and/or systems that gain access to the University Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to these Requirements.

### **ARTICLE 4 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UNIVERSITY POLICIES**

The Subcontractor agrees to comply with all applicable state, federal and international laws,



applicable to financial institutions as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and provisions directly applicable to Subcontractor in addition to prevailing industry practices, for the destruction of Protected Information. Additionally, the Subcontractor will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.nist.gov/nstic/NSTIC-FIPPs.pdf>). Such principles would typically require the Subcontractor to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of the University, the Subcontractor's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at <https://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc>). The Subcontractor also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<http://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<http://policy.ucop.edu/doc/7000543/BFB-IS-3>).

#### **ARTICLE 5 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONTROLLED INFORMATION**

The Subcontractor agrees to hold the University's Controlled Information, and any information derived from such information, in strictest confidence. The Subcontractor will not access, use or disclose Controlled Information other than to carry out the purposes for which the University disclosed the Controlled Information to the Subcontractor, except as permitted or required by applicable law, or as otherwise authorized in writing by the University. For avoidance of doubt, this provision prohibits the Subcontractor from using for its own benefit Controlled Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Controlled Information, the Subcontractor will notify the University in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give the University an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Wells Fargo will not provide Services under this agreement from any location outside of the United States. In support of Services defined in this agreement, Wells Fargo may perform certain general information technology and other "back-office" support activities and ancillary processes from non-U.S. locations. These functions and processes include, but are not limited to, database maintenance, technology infrastructure support, information processing, invoice processing, asset management, transaction processing, account maintenance and servicing, and information analytics.

#### **ARTICLE 6 – SAFEGUARD STANDARD**

The Subcontractor agrees to protect the privacy and security of Controlled Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. The Subcontractor will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Controlled Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. The Subcontractor will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while the Subcontractor has responsibility for the Controlled Information under the terms of these Requirements. Prior to agreeing to the terms of these Requirements, and periodically thereafter (no more frequently than annually) at the

University's request, the Subcontractor will provide assurance, in the form of a third-party audit

report or other documentation acceptable to the University, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

#### **ARTICLE 7 – INFORMATION SECURITY PLAN**

- 7.1 The Subcontractor acknowledges that the University is required to comply with information security standards for the protection of Protected Information as required bylaw, regulation and regulatory guidance, as well as implement policies, procedures and processes reasonably designed to materially comply with the University's internal security program for information and systems protection.
- 7.2 The Subcontractor will establish, maintain and implement policies, procedures and processes reasonably designed to materially comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to these Requirements.
- 7.3 The Subcontractor's Information Security Plan will be designed to:
  - a. Ensure the security, integrity and confidentiality of Controlled Information;
  - b. Protect against any anticipated threats or hazards to the security or integrity of such information;
  - c. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
  - d. Reduce risks associated with the Subcontractor having access to the University Information Resources; and
  - e. Comply with all industry standard security protocols applicable legal and regulatory requirements for data protection.

#### **ARTICLE 8 – RETURN OR DESTRUCTION OF CONTROLLED INFORMATION**

All Subcontractors data is destroyed according to applicable law and regulations and pursuant to Subcontractor's record retention program. As all the data is destroyed according to Subcontractor's records retention program, Subcontractor does not provide certificates of destruction to its customers.

Subcontractor is not obligated to return or destroy Controlled Information that (i) it is required by law or regulation to retain, but then only for the time period required, (ii) is commingled with other information or documents of the Subcontractor if it would pose a substantial administrative burden to destroy such Controlled Information, or (iii) is contained in an archived computer system or backup made by the Subcontractor in accordance with its standard security or disaster recovery procedures, provided in each case that: (A) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures; and (B) that the Subcontractor remains fully subject to the obligations of confidentiality in this Agreement until the eventual destruction of the Controlled Information.



**ARTICLE 9 – NOTIFICATION OF CORRESPONDENCE  
CONCERNING CONTROLLED INFORMATION**

Unless the Subcontractor cannot provide notice in accordance with law enforcement, applicable regulatory financial institution agency, or a court of competent jurisdiction, the Subcontractor agrees to notify the University as soon as practically possible, both orally and in writing, but in no event more than the legal notification requirements under California breach notification law after the Subcontractor receives correspondence or a complaint regarding Controlled Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

**ARTICLE 10 – BREACHES OF CONTROLLED INFORMATION**

- 10.1 **Reporting of Breach:** The Subcontractor will report any confirmed or suspected Breach to the University immediately upon discovery, both orally and in writing, but in no event more than five (5) business days after the Subcontractor reasonably believes a Breach has or may have occurred. The Subcontractor's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Controlled Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Controlled Information (if known), (iv) Subcontractor will mitigate and remediate the vulnerability which caused the Breach. In the event of a suspected Breach, the Subcontractor will keep the University informed regularly of the progress of its investigation until the uncertainty is resolved.
- 10.2 **Coordination of Breach Response Activities:** The Subcontractor will fully cooperate with the University's investigation of any Breach involving the Subcontractor and/or the Services, including but not limited to making witnesses and documents available immediately upon the Subcontractor's reporting of the Breach. The Subcontractor's full cooperation will include but not be limited to the Subcontractor:
- a. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit;
  - b. Promptly (within 5 business days) designating a contact person to whom the University will direct inquiries, and who will communicate the Subcontractor responses to the University inquiries;
  - c. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore the University service(s) and undertake appropriate response activities;
  - d. Coordinating all media, law enforcement, or other Breach notifications with the University in advance of such notification(s), unless expressly prohibited by law; and
  - e. Ensuring that knowledgeable the Subcontractor staff is available upon reasonable notice (a minimum of 48 hours) during normal business hours, if needed, to participate as allowed by Subcontractor's security policies, processes and protocols, in University-initiated meetings and/or conference calls regarding the Breach.
- 10.3 **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Subcontract by the University.

- 10.4 **Assistance in Litigation or Administrative Proceedings.** The Subcontractor will make itself and any employees, subcontractors, or agents assisting the Subcontractor in the performance of its obligations available to the University at no cost to the University to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Controlled Information caused by The Subcontractor that results in litigation, governmental investigations, or administrative proceedings against the University, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of these Requirements.

#### **ARTICLE 11 – ATTORNEY'S FEES**

In any action brought by a party to enforce the terms of these Requirements, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

#### **ARTICLE 12 – INDEMNITY**

- (i) Indemnification, General. Subcontractor will defend, indemnify, and hold harmless the University and its respective employees, officers, and directors (each an "Indemnified Party") against any and all claims, suits, actions, proceedings or demands ("Claims"), and judgments, losses, payments, costs, expenses, damages, settlements, liabilities, fines or penalties ("Costs") of the Indemnified Party, arising from or relating to a Breach by Subcontractor of any of its obligations under this Agreement. Costs includes, but is not limited to, "Notice and Credit Monitoring Costs," which are (1) the cost of breach notice to affected individuals, where such notice is legally required, and (2) the expense of providing to affected individuals credit monitoring services for a commercially reasonable term where such monitoring services could reasonably be expected to mitigate a risk of harm of the breach.
- (ii) Indemnification, Exclusion. Notwithstanding the foregoing, in no event shall Subcontractor be obligated to indemnify the University for Claims or Costs resulting from (1) the breach of this Agreement by the University, (2) a failure by the University to comply with applicable law, or (3) the willful misconduct, fraud or grossly negligent acts of omissions of the University.
- (iii) Indemnification, Process. The University will provide Subcontractor: (1) reasonably prompt written notice of any claim; (2) control over the defense or settlement of any such Claim, except that Subcontractor cannot admit liability or wrongdoing on the part of the University without the written consent of the University; and (3) non-financial assistance at Subcontractor's request to the extent reasonable necessary for the defense of any such Claim. Except for Losses arising under Subcontractor's indemnification obligations, neither Party will be liable under this Agreement for special, indirect, consequential, exemplary or punitive damages, even if the Parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable.

### **ARTICLE 13 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Subcontract, the Subcontractor at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless the University specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.



**FIRST AMENDMENT TO THE REQUIREMENTS – DATA SECURITY AND  
PRIVACY**  
**SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. The Subcontractor agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, the Subcontractor represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt the University Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/security\\_standards/index.php](https://www.pcisecuritystandards.org/security_standards/index.php). The Subcontractor agrees to provide at least annually, and from time to time at the written request of the University, current evidence (in form and substance reasonably satisfactory to the University) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- B. In connection with credit card transactions processed for the University, the Subcontractor will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, the Subcontractor will comply with all applicable rules and requirements, including security rules and requirements, of the University’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of a Subcontract with the University, the Subcontractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify the University of such circumstances.
- C. The Subcontractor further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, The Subcontractor agrees to provide at least annually, and from time to time upon written request of the University, current evidence (in form and substance reasonably satisfactory to the University) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. The Subcontractor will immediately notify the University if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

**ATTACHMENT 1**

- A. The Subcontractor will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
  - i. Designating one or more employees to maintain the comprehensive Information Security Plan;
  - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of the University Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
    - a. Ongoing employee (including temporary and contract employee) training;
    - b. Employee compliance with policies and procedures; and
    - c. Means for detecting and preventing security system failures.
  - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
  - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
  - v. Preventing terminated employees from accessing records containing Protected Information and/or University Information Resources.
  - vi. Overseeing service providers, by:
    - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and University Information Resources consistent with all applicable laws and regulations; and
    - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
  - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and University Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
  - viii. Restrict physical access to any network or data centers that may have access to Protected Information or University Information Resources
  - ix. Requiring regular monitoring to ensure that the comprehensive Information



Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and University Information Resources, and upgrading information safeguards as necessary to limit risks.

- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of University Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and University Information Resources.

### **Computer System Security Requirements**

To the extent that The Subcontractor electronically stores or transmits Protected Information or has access to any University Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
  - iv. Restricting access to active users and active user accounts only; and
  - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
  - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
  - i. Restrict access to records and files containing Protected Information and systems that may have access to University Information Resources to those who need such information to perform their job duties; and
  - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.



- D. Adequate security of all networks that connect to University Information Resources or access Protected Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and University Information Resources.
- F. Encryption of all Protected Information stored on The Subcontractor devices, including laptops or other portable storage devices.
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to University Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to the Subcontractor, the University may require additional security measures, which may be identified in additional guidance, contracts, communications or requirements.

**Schedule of Services and Charges for Lawrence Berkeley National Laboratory**  
**Lawrence Berkeley National Laboratory Banking Services Agreement No. 1000001911**

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APP Code	Service Description	Service Type	Charge Basis	Annual Volume	Unit Price
000230	RECOUPMENT MONTHLY	BALANCE & COMPENSATION INFORMATION	Deposit assessment	24,229	\$0.12750
100015	CASH DEP/ST VERIFY IN CASH VAULT T	DEPOSITORY SERVICES	Dollar	118	\$0.00160
N/A	DEPOSITED CHECK ON CANADIAN BANK	DEPOSITORY SERVICES	Check deposited	1	\$0.00000
100220	DEPOSITED CHECKS - ON US	DEPOSITORY SERVICES	Check deposited	1	\$0.05000
100224	DESKTOP DEPOSIT-DEP ITEM from other banks	DEPOSITORY SERVICES	Check deposited	705	\$0.06000
100230	DESKTOP DEPOSIT-DEPOSIT ITEM from LBNL's Bank	DEPOSITORY SERVICES	Check deposited	321	\$0.04000
100230	ELECTRONIC DEPOSIT--DEP ADJUSTMENT	DEPOSITORY SERVICES	Adjustment	1	\$15.00000
100015	MISCELLANEOUS CREDITS POSTED	DEPOSITORY SERVICES	Transaction	185	\$1.00000
100030	POST VERIFY CASH DEPOSITED	DEPOSITORY SERVICES	Dollar	22,337	\$0.00160
100030	POST VERIFY DEPOSIT	DEPOSITORY SERVICES	Deposit bag	9	\$0.00000
100400	RETURN ITEM - CHARGEBACK	DEPOSITORY SERVICES	Transaction	9	\$2.00000
100402	RETURN ITEM REDEPOSITED	DEPOSITORY SERVICES	Transaction	3	\$1.25000
100401	RETURN ITEM SPECIAL INST MONTHLY BASE	DEPOSITORY SERVICES	Account	94	\$1.00000
100400	RETURN ITEM SPECIAL INSTRUCTIONS	DEPOSITORY SERVICES	Transaction	6	\$0.15000
100220	WHOLESALE LBX CHECKS DEPOSITED	DEPOSITORY SERVICES	Check deposited	802	\$0.05000
010000	ACCOUNT MAINTENANCE-CHEXSTOR	GENERAL ACCOUNT SERVICES	Account	2,201	\$10.00000
010101	CREDIT DISB CREDITS POSTED	GENERAL ACCOUNT SERVICES	Credit	708	\$0.10000
010040	CREDIT RATING AUDIT REQUEST	GENERAL ACCOUNT SERVICES	Inquiry	1	\$0.00000
010100	DEBITS POSTED	GENERAL ACCOUNT SERVICES	Debit	3,066	\$0.03000
010101	DESKTOP DEPOSIT CREDIT POSTED	GENERAL ACCOUNT SERVICES	Credit	269	\$1.00000
010000	Online TAX RECEIPT	GENERAL ACCOUNT SERVICES	Receipt	702	\$2.00000
010000	Online TAX ACCESS CODE MONTHLY BASE	GENERAL ACCOUNT SERVICES	Access code	36	\$3.00000
010100	Online TAX PAYMENT - PREMIUM	GENERAL ACCOUNT SERVICES	Transaction	703	\$2.00000
010099	Online TAX SUBSCRIPTION PER ACC	GENERAL ACCOUNT SERVICES	Access code	24	\$5.00000
250020	ACH DELETE - ITEM	GENERAL ACH SERVICES	Delete	49	\$10.00000
250022	ACH EXCEPTION PROCESS-DUPLICATE FILE	GENERAL ACH SERVICES	Batch/file	1	\$10.00000
250110	ACH FAX SERVICE	GENERAL ACH SERVICES	Page	139	\$1.00000
250000	ACH MONTHLY BASE	GENERAL ACH SERVICES	Company ID	24	\$20.00000
251070	ACH NOC - FAX ADVICE	GENERAL ACH SERVICES	Transaction	18	\$5.00000
250302	ACH NOC - FAX ADVICE	GENERAL ACH SERVICES	Transaction	10	\$5.00000
250302	ACH NOC - INFO REPORTING ADVICE	GENERAL ACH SERVICES	Transaction	20	\$1.25000
251070	ACH NOC-INFO REPT ADVIC	GENERAL ACH SERVICES	Transaction	4	\$1.25000
250102	ACH ONE DAY ITEM	GENERAL ACH SERVICES	Transaction	17,714	\$0.05000
251052	ACH Online FRAUD FILTER STOP - ITEM	GENERAL ACH SERVICES	Transaction filtered	2	\$7.00000

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251050	ACH Online FRAUD FILTER STOP MONTHLYBASE	GENERAL ACH SERVICES	Account	84	\$5.00000
250400	ACH Online RETURN SUBSCRIPTION - ITEM	GENERAL ACH SERVICES	Item accessed	1,291	\$0.10000
250400	ACH Online RETURN SUBSCRIPTION-ACCOUNT	GENERAL ACH SERVICES	Company ID	52	\$20.00000
250720	ACH ORIGINATED - ADDENDA REC	GENERAL ACH SERVICES	Addenda record	44,345	\$0.02500
250000	ACH PAYMENTS BASE FEE	GENERAL ACH SERVICES	Company ID	36	\$20.00000
250102	ACH PAYMENTS ONE DAY ITEM	GENERAL ACH SERVICES	Transaction	327	\$0.05000
250500	ACH PAYMENTS ONLINE BATCH RELEASE	GENERAL ACH SERVICES	Batch/file	220	\$4.00000
250102	ACH PAYMENTS TWO DAY ITEM	GENERAL ACH SERVICES	Transaction	153	\$0.20000
250202	ACH RECEIVED ITEM	GENERAL ACH SERVICES	Transaction	2,239	\$0.05000
250302	ACH RETURN ADMIN-ELECTRONIC	GENERAL ACH SERVICES	Return	26	\$1.25000
250302	ACH RETURN ADMIN-MANUAL	GENERAL ACH SERVICES	Return	60	\$7.00000
250302	ACH RETURN ITEM-ELECTRONIC	GENERAL ACH SERVICES	Return	1	\$1.25000
250302	ACH RETURN ITEM-MANUAL	GENERAL ACH SERVICES	Return	9	\$7.00000
250642	ACH REVERSAL-ITEM	GENERAL ACH SERVICES	Reversal	10	\$10.00000
250102	ACH SAME DAY	GENERAL ACH SERVICES	Transaction	2	\$0.30000
250100	ACH SPECIAL INVESTIGATION	GENERAL ACH SERVICES	Inquiry	5	\$20.00000
250501	ACH TRANSMISSION CHARGE	GENERAL ACH SERVICES	Batch/file	383	\$5.00000
250102	ACH TWO DAY ITEM	GENERAL ACH SERVICES	Transaction	106,764	\$0.05000
250201	ELECTRONIC CREDITS POSTED	GENERAL ACH SERVICES	Credit	2,332	\$0.03000
400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	INFORMATION SERVICES	Transaction	65,527	\$0.01500
400052	ARP STMTS & RPTS (CSV/EXCEL) BASE	INFORMATION SERVICES	Account	301	\$15.00000
409999	DESKTOP DEPOSIT DISCRETIONARY DATA	INFORMATION SERVICES	Record	2,205	\$0.03000
400003	DESKTOP DEPOSIT MONTHLY BASE	INFORMATION SERVICES	Account	72	\$15.00000
400231	DESKTOP DEPOSIT REPORT PER ITEM	INFORMATION SERVICES	Item reported	2,935	\$0.05000
400800	ELECTRONIC WINDOW EXTENDED STOR 120	INFORMATION SERVICES	Item loaded	34,642	\$0.01500
400800	ELECTRONIC WINDOW EXTENDED STOR 60	INFORMATION SERVICES	Item loaded	6,752	\$0.01500
400222	Online EVENT MESSAGING SERVICE - EMAIL	INFORMATION SERVICES	Item reported	5,108	\$0.30000
400224	Online INTRADAY ITEM VIEWED	INFORMATION SERVICES	Item accessed	32,624	\$0.10000
400003	Online INTRADAY SUBSCRIPTION MONTHLYBASE	INFORMATION SERVICES	Account	349	\$35.00000
400000	Online PREV DAY SUBSCRIPTION MONTHLYBASE	INFORMATION SERVICES	Account	421	\$35.00000
400001	Online PREVIOUS DAY ITEM LOADED	INFORMATION SERVICES	Item loaded	20,735	\$0.10000
401001	PHOTOCOPY CUSTOMER SERVICE - ITEM	INFORMATION SERVICES	Photocopy	5	\$15.00000
450403	SWEEP STAGECOACH INVEST ELECTRONIC	INVESTMENT/CUSTODY SERVICES	Statement	484	\$0.00000
450420	SWEEP STAGECOACH INVEST MONTHLY BASE	INVESTMENT/CUSTODY SERVICES	Account	349	\$75.00000



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05031Z	LOCKBOX Online SUBSCRIPTION MTHLY BASE	LOCKBOX SERVICES	0	8	\$35.00000
05051Z	LOCKBOX Online SUBSCRIPTION MTHLY BASE	LOCKBOX SERVICES	Account	11	\$35.00000
05031Z	LOCKBOX Online SUBSCRIPTION PER ITEM	LOCKBOX SERVICES	Item accessed	2,554	\$0.10000
05031Z	LOCKBOX Online SUBSCRIPTION PER ITEM	LOCKBOX SERVICES	Transaction	205	\$0.10000
050600	WLBX / YR COLOR IMAGE ARCHIVE	LOCKBOX SERVICES	Image archived	2,740	\$0.05750
050530	WLBX CORRESPONDENCE / REJECTS	LOCKBOX SERVICES	Envelope	28	\$0.36000
050501	WLBX DAILY DEPOSIT CUT	LOCKBOX SERVICES	Deposit	206	\$0.00000
05011R	WLBX DOCUMENT SCANNED	LOCKBOX SERVICES	Remittance	2,740	\$0.05000
05011R	WLBX MONTHLY BASE	LOCKBOX SERVICES	Lockbox	12	\$80.00000
050410	WLBX PKG US MAIL DELIVERY	LOCKBOX SERVICES	\$ pass through	3	\$0.00000
30000	WLBX REMIT PROCESSED EXPR MAIL	LOCKBOX SERVICES	Remittance	14	\$2.00000
050100	WLBX STANDARD ITEM PROCESSED	LOCKBOX SERVICES	Remittance	865	\$0.30000
050129	WLBX VALUE ADDED KEYING	LOCKBOX SERVICES	Keystroke	41,485	\$0.01200
200999	ARP AGED ISSUE RECORDS ON FILE- ITEM	PAPER DISBURSEMENT RECON SERVICES	Record	8,398	\$0.00600
200201	ARP FULL RECON-ITEM	PAPER DISBURSEMENT RECON SERVICES	Check issued	14,679	\$0.05500
200010	ARP MONTHLY BASE - FULL	PAPER DISBURSEMENT RECON SERVICES	Account	36	\$50.00000
200310	ARP OPTIONAL REPORTS	PAPER DISBURSEMENT RECON SERVICES	Report	36	\$7.00000
200301	ARP OUTPUT - TRANSMISSION	PAPER DISBURSEMENT RECON SERVICES	Transmission	12	\$5.00000
200310	ARP PAPER SIMT/REPORT MONTHLY BASE	PAPER DISBURSEMENT RECON SERVICES	Report	24	\$7.00000
200305	Online ARP SIMT & RPT'S MONTHLY BASE	PAPER DISBURSEMENT RECON SERVICES	Account	39	\$0.00000
200200	Online REGISTER INPUT - ITEM	PAPER DISBURSEMENT RECON SERVICES	Check issued	1,554	\$0.05000
200100	OUTGOING TRANSMISSION - PER ITEM	PAPER DISBURSEMENT RECON SERVICES	Item reported	11,233	\$0.00000
150241	CHECK CASHING THRESHOLD MO BASE	PAPER DISBURSEMENT SERVICES	Account	48	\$0.00000
150240	CHECKS PAY TO INDV BLOCK MO BASE	PAPER DISBURSEMENT SERVICES	Account	48	\$0.00000
150000	CONT DISB ACCT MAINT W/CXSTR	PAPER DISBURSEMENT SERVICES	Account	24	\$75.00000
150220	CONT DISB CASHED CHECK-FLOAT FEE	PAPER DISBURSEMENT SERVICES	Check cashed	511	\$0.00000
150110	CONT DISB CHECKS PAID	PAPER DISBURSEMENT SERVICES	Check paid	14,042	\$0.06000
150030	CONT DISB PERFECT PRESENT BASE	PAPER DISBURSEMENT SERVICES	Account	24	\$0.00000
150129	CONT DISB PERFECT PRESENT CHK RTN	PAPER DISBURSEMENT SERVICES	Check returned	30	\$5.50000
150300	CONT DISB PERFECT PRESENT EXCEP	PAPER DISBURSEMENT SERVICES	Exception	31	\$1.25000
150100	DDA CHECKS PAID	PAPER DISBURSEMENT SERVICES	Check paid	34	\$0.06000
151352	DESKTOP DEPOSIT IMAGES RETRIEVED	PAPER DISBURSEMENT SERVICES	Image	1,430	\$0.05000

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150300	MICK REJECTS OVER 2%	PAPER DISBURSEMENT SERVICES	Reject	10	\$1.25000
150300	MICK REJECTS >1% THRU 2%	PAPER DISBURSEMENT SERVICES	Reject	148	\$0.00000
150700	Online CONT DISB SUBSCRIPTION BASE	PAPER DISBURSEMENT SERVICES	Account	24	\$20.00000
151352	Online IMAGE VIEW < 90 DAYS - ITEM	PAPER DISBURSEMENT SERVICES	Image retrieved	73	\$2.50000
151352	Online IMAGE VIEW > 90 DAYS - ITEM	PAPER DISBURSEMENT SERVICES	Image retrieved	41	\$2.50000
150400	Online SEARCH	PAPER DISBURSEMENT SERVICES	Inquiry	1,376	\$0.50000
150240	OTC DEBIT BLOCK MONTHLY BASE	PAPER DISBURSEMENT SERVICES	Account	48	\$0.00000
150340	OVERDRAFT CHARGE-PAID ITEM	PAPER DISBURSEMENT SERVICES	Transaction	5	\$0.00000
150122	PAYEE VALIDATION STANDARD-ITEM	PAPER DISBURSEMENT SERVICES	Check	14,076	\$0.01000
150401	POS PAY CHECK VERIFICATION CALL	PAPER DISBURSEMENT SERVICES	Call	1	\$10.00000
150310	POS PAY CHECKS WITH NO ISSUE RECORD	PAPER DISBURSEMENT SERVICES	Check	12	\$0.00000
150723	POSITIVE PAY EXCEPTION - Online IMAGE	PAPER DISBURSEMENT SERVICES	Image retrieved	30	\$1.00000
150050	POSITIVE PAY MONTHLY BASE	PAPER DISBURSEMENT SERVICES	Account	12	\$0.00000
150240	PYMT AUTH MAX CHECK MTHLY BASE	PAPER DISBURSEMENT SERVICES	Account	48	\$0.00000
150410	STOP PAYMENT - ONLINE	PAPER DISBURSEMENT SERVICES	Stop payment	258	\$5.00000
150499	STOP PAYMENT - PAPER CONFIRMATION	PAPER DISBURSEMENT SERVICES	Advice/notification	155	\$2.00000
150410	STOP PAYMENT - TRANSMISSION	PAPER DISBURSEMENT SERVICES	Stop payment	1	\$5.00000
150500	LBNL'S BANKS CHK CASHED FOR NONACCT HOLDER	PAPER DISBURSEMENT SERVICES	Check cashed	105	\$0.00000
050020	WLBX PO BOX ANNUAL RENTAL	Setup Charges	Lockbox	1	\$0.00000
350124	WIRE BOOK TRANSFER - Online	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	153	\$5.50000
350402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	WIRE & OTHER FUNDS TRANSFER SERVICE	Account	345	\$30.00000
350402	WIRE DETAIL RPT SUBSCRIPTION-ITEM	WIRE & OTHER FUNDS TRANSFER SERVICE	Item accessed	885	\$0.10000
350525	WIRE DRAWDOWN - VOICE	WIRE & OTHER FUNDS TRANSFER SERVICE	Transaction	245	\$10.00000
350300	WIRE IN - DOMESTIC	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	382	\$5.00000
350310	WIRE IN INTL - USD OR FX	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	106	\$10.00000
359999	WIRE IN REPAIR SURCHARGE	WIRE & OTHER FUNDS TRANSFER SERVICE	Exception	5	\$0.00000
350320	WIRE IN VIA CORRESPONDENT BK-USD/FX	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	64	\$6.00000
350560	WIRE INVESTIGATION	WIRE & OTHER FUNDS TRANSFER SERVICE	Investigation	1	\$0.00000
359999	WIRE MONTHLY DDA BASE - VOICE	WIRE & OTHER FUNDS TRANSFER SERVICE	Account	60	\$0.00000
359999	WIRE OUT - RETURNED TO ORIGINATOR	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	2	\$0.00000

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350104	WIRE OUT DOMESTIC - Online	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	13	\$6.00000
350206	WIRE OUT DOMESTIC-VOICE REPETITIVE	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	7	\$10.00000
350104	WIRE OUT INTL FX- Online	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	66	\$12.00000
350113	WIRE OUT INTL USD - Online	WIRE & OTHER FUNDS TRANSFER SERVICE	Transfer	344	\$10.00000
359999	WIRE OUT REPAIR SURCHARGE	WIRE & OTHER FUNDS TRANSFER SERVICE	Exception	12	\$0.00000
359999	WIRE SECURITY PIN MONTHLY BASE	WIRE & OTHER FUNDS TRANSFER SERVICE	Account	95	\$0.00000
359999	WIRE TEMPLATE STORAGE MONTHLY BASE	WIRE & OTHER FUNDS TRANSFER SERVICE	Instruction	51	\$0.30000



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