

**Addendum Number 1 to the
UV One Card Program Agreement**

This Addendum Number 1 to the UV One Card Program Agreement (the "Addendum") is entered into as of last signature date below (the "Addendum Effective Date"), by and between Utah Valley University, a body politic and corporate of the State of Utah ("University"), and Utah Community Credit Union ("UCCU"), each a "Party" and collectively, the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF ADDENDUM.** This Addendum amends and is an integral part of that certain March 1, 2008 UV One Card Program Agreement between the Parties attached hereto (the "**Main Agreement**"). In the event of any conflict, inconsistency or discrepancy between the Main Agreement and this Addendum, this Addendum shall govern. The Main Agreement, as amended by, and together with this Addendum, is hereinafter referred to as the "**Agreement**."
2. **UNIVERSITY.** When the Main Agreement was originally executed, University had not yet received university status, and was known as Utah Valley State College. Each reference in the Agreement to Utah Valley State College is hereby replaced with Utah Valley University, and each reference to UVSC is hereby replaced with University.
3. **UCCU.** When the Main Agreement was originally executed, UCCU was known as Utah Community Credit Union, but UCCU is now known as Utah Community Federal Credit Union. Each reference in the Agreement to Utah Community Credit Union is hereby replaced with Utah Community Federal Credit Union.
4. **MARKETING.** Section 2.3.2 of the Main Agreement is hereby replaced with the following: "Any direct mailing to University students marketing the UV One Card with VISA® debit and ATM functionality added by UCCU shall be mailed to the student directly from, and by, University. However, all costs associated with direct mailing, including those incurred by University, shall be paid for by UCCU."
5. **REGULATORY COMPLIANCE.** The following is hereby added to the Main Agreement as Section 7.2: University is required to comply with 34 CFR § 668.164. If University is unable to comply with any provision of that regulation without the cooperation or support of UCCU, UCCU shall provide such cooperation and support when requested by University, including requests to resolve any student complaints that fees are not consistent with or are above market rates.
6. **FERPA.** Section 8.1 of the Main Agreement is hereby replaced with the following: The parties acknowledge that, for purposes of the Family Educational Right and Privacy Act of 1974 (20 U.S.C. 1232g) as amended ("FERPA"), UCCU will be considered a "School Official" that is a contractor to whom functions and services have been outsourced by University. As a result of these functions and services, UCCU may have access to educational records, as defined by FERPA. UCCU shall not re-disclose educational records that it receives from University, unless such disclosure is authorized under FERPA. UCCU shall not use the student information or educational records provided by University for any purpose other than to comply with the terms of this Agreement. UCCU acknowledges that in accordance with 34 CFR 668.164(f)(4), University may not provide a student's education records to UCCU (other than directory information that University discloses to UCCU in accordance with FERPA) before UCCU has obtained the student's consent to open a financial account with UCCU, and UCCU agrees that when University gives UCCU access to any information system, UCCU shall not access any information in such information system other than such education records for which UCCU has obtained such consent. In the event of any conflict between the foregoing sentence and any other provision of the Agreement, the foregoing sentence shall prevail. The term "directory information" has the meaning assigned to that term in University's then-current FERPA Annual Notice to Students. In the August 16, 2023 FERPA Annual Notice to Students (available at https://www.uvu.edu/registration/docs/ferpa_annual_notice_004_aug2023.pdf) the term "directory information" means " name, student ID, telephone number(s), UVU email address, photographs, participation in officially recognized activities and sports, weight, and height of members of athletic teams, home city and state, verification of current enrollment, dates of enrollment, degrees conferred (including dates of conferral), major or field of study/concentration, and honors received."

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives effective as of the Addendum Effective Date.

UTAH VALLEY UNIVERSITY

By: *Michelle Kearns*

Name: Michelle Kearns

Title: Vice President, Student Affairs

Signature Date: 09/10/2024

UTAH COMMUNITY FEDERAL CREDIT UNION

By: *Justin Olson*

Name: JUSTIN OLSON

Title: CEO

Signature Date: 08/29/2024






Utah Community Credit Union - One Card Program Agreement.pdf

Final Audit Report

2024-09-10

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