

IPOS SYSTEM RECREATIONAL LICENSE AGENT AGREEMENT

AGENT # _____

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN the License Agent named above (hereinafter the "License Agent" or "Agent") and the Oregon Department of Fish and Wildlife (hereinafter the "Department" or "ODFW")

Definitions are listed in Attachment "A"

PURPOSE

This Agreement is created to identify the obligations and responsibilities of the parties with respect to the Department's selection of License Agents, and License Agent's actions related to the sale of ODFW Recreational Documents. In consideration of the terms and conditions contained herein, or attached and incorporated, ODFW and Agent mutually agree as follows:

TERMS OF THE AGREEMENT

2. Term: This Agreement shall become effective when executed by both parties and shall remain in effect until terminated pursuant to Section 18.

3. The Department Agrees To:

3.1 Allow License Agent to sell and distribute Recreational Documents on behalf of ODFW.

3.2 Compensate License Agent for Recreational Documents sold at the rates allowable under Oregon Revised Statutes chapter 497.

3.3 Provide License Agent with the Oregon Fish and Wildlife Licensing IPOS system for the identified location(s).

3.4 Provide daily, weekly and monthly detailed and summary reports of sales to the License Agent.

3.5 By 9 a.m. of each Monday morning during the term of this Agreement, make available to License Agent via the Oregon Fish and Wildlife Licensing System IPOS terminal reports of the monies that have been and/or will be collected via EFT funds transfer regarding the previous week's Recreational Document sales.

3.6 Provide License Agent with all training, generic documents, licensing printer paper, and other equipment ODFW determines necessary for License Agent to sell Recreational Documents. ODFW may provide these itself, or may provide them through a provider designated by ODFW.

4. General License Agent Obligations: The License Agent must comply with all applicable laws and rules, as well as any processes, policies, issuing instructions and orally communicated instructions provided by ODFW. The License Agent agrees that if he/she has a question or concern related to the issuance of Recreational Documents or the collection of data and dissemination of customer information, he/she will contact ODFW for instructions.

4.1 All Recreational Documents authorized to be sold by License Agent under this agreement must be sold by the License Agent or License Agent's employees on the premises of License Agent's business as designated in this Agreement.

4.2 License Agent must not charge any fee for Recreational Documents or services other than the amount established by Oregon Revised Statutes or as stated on the face of the Recreational Document as provided by ODFW.

4.3 The License Agent must not exchange any parts of the Oregon Fish and Wildlife Licensing IPOS System with any other License Agent (unless specifically directed to do so by ODFW).

4.4 Neither the License Agent nor the License Agent's employee(s), officers or agent(s) are employees, officers, or agents of the ODFW or of the State of Oregon, nor shall they make any claim of right, privilege, or benefit which would accrue to an employee, officer, or agent of the State of Oregon. The services

rendered by the License Agent under this Agreement are those of an independent License Agent. Not in limitation of the foregoing, neither the License Agent, its employees, officers, nor agents are officers, employees or agents (as those terms are used in the Oregon Tort Claims Act – ORS 30.265) of the State of Oregon or the Oregon Department of Fish and Wildlife.

4.5 If, at any time during the term of the Agreement, a License Agent or any control person of the License Agent is convicted of a wildlife related offense, the Agent shall, within fourteen (14) days, notify the Department in writing, of the conviction. Failure to provide such notice within fourteen (14) days is a violation of this Agreement and provides adequate grounds for termination of this Agreement. A “control person” of the License Agent is an owner or officer of a corporation whose responsibilities involve oversight of sale and issuance of ODFW Recreational Documents.

4.6 If, at any time during the term of this Agreement, a License Agent or any control person of the License Agent is convicted of a wildlife related offense, such conviction shall be a violation of this Agreement and will provide adequate grounds for termination of this Agreement.

5. **Recreational Document Sales:** The License Agent agrees to sell and issue all ODFW Recreational Documents, which include, but are not limited to, fishing and hunting licenses, raffle tickets, tags, permits, federal H.I.P. surveys, validations, whether through the Oregon Fish and Wildlife Licensing IPOS System or as otherwise directed by ODFW. If License Agent utilizes payment card industry services, the following shall apply:

5.1 **Products or Services.** License Agent may desire to employ Value Added Services for assistance. License Agent shall not utilize any Value Added Services, unless License Agent has disclosed such use to Elavon previously in writing, and unless such Value Added Services are fully compliant with all applicable laws and Payment Network Regulations. Further, License Agent will require contract compliance by the third party offering such Value Added Services with all applicable Laws and Payment Network regulations.

5.2 **Security Program Compliance.** To the extent allowed by Oregon law, License Agent must comply with the requirements of the Customer Information Security Program of Visa and the Site Data Protection Program of MasterCard of which License Agent is informed or that are made available or provided to License Agent, as applicable, and any modifications to, or replacements of such programs that may occur from time to time. License Agent also shall require by contract that all third parties from whom License Agent procures Value Added Services or Third Party Terminal Services comply with the requirements of those programs.

- a. License Agent shall, at all times, comply with applicable requirements of the Payment Card Industry Data Security Standards(PCI-DSS) and all applicable state and federal laws and regulations associated with processing, storage and/or transmission of cardholder and transaction information.
- b. License Agent is responsible for the actions and/or inactions of officers, employees and agents including any third party vendors with whom License Agent contracts to perform services associated with cardholder or transaction information. License Agent is liable for, and will release The Oregon Department of Fish and Wildlife and the state of Oregon from any liability, loss, cost or expense(including fines) and indemnify for third party claims resulting from the violation of any of the program requirements stated in item **5.2** above by any of the individuals or entities listed in the immediately preceding sentence.
- c. License Agent shall, at all times, protect the confidentiality of cardholder and transaction information in accordance with all applicable laws and regulations. License Agent will not disclose cardholder or transaction information to any third party, except to an agent of the License Agent assisting in completing a transaction, or as required by law or regulation.
- d. License Agent must maintain all systems and media containing cardholder and transaction information in a secure manner to prevent access by or disclosure to anyone other than authorized personnel. Further, License Agent must take all steps reasonably necessary to ensure that cardholder and transaction information is not disclosed or otherwise misused. License Agent may not retain or store magnetic stripe, PIN or CVV2/CVC2 data after authorization for record keeping or additional authorizing processing.
- e. License Agent shall immediately notify The Oregon Department of Fish and Wildlife of any known or suspected cardholder or transaction information compromise of which it becomes aware involving transactions under this agreement whether such compromise occurred at(i) the License Agent (ii) a third party from whom License Agent procures services associated with this contract: or(iii) elsewhere.

6. **Current Business Information:** The License Agent must inform ODFW ASD prior to any changes in the following: the License Agent’s business name, address, phone number, fax number, IPOS data connection, business

ownership, business management, Designee, and any banking or savings account assignment information relevant to the requirements of this Agreement. Active License Agent status is not transferable, and may not be used as a condition of sale of a business.

7. Electronic Fund Transfer (EFT) Account: The License Agent must establish and maintain an electronic fund transfer (EFT) account with a financial institution that is a qualified Oregon repository, that has the capability for EFT account draws and which is acceptable to the State Treasurer for the deposit of all Recreational Document sales funds (except the License Agent fee). Recreational Document funds are all of the monies that the License Agent receives from the sale of ODFW Recreational Documents, excluding the License Agent fee.

7.1 License Agent must provide ODFW ASD with the following correct information about the EFT account: name, telephone number and address of the bank, account and routing numbers and any applicable access information.

7.2 The License Agent must notify ODFW ASD in writing prior to any changes in their EFT, including ownership, management, address, or telephone number change associated with the License Agent's EFT account.

7.3 The License Agent must keep Recreational Document funds separate from other funds.

8. Recreational Document Funds Remittance: The License Agent agrees to pay the State of Oregon the Recreational Document funds due as a result of Recreational document sales by use of a weekly EFT.

8.1 The License Agent is liable for payment of the Recreational Document funds, and must hold all Recreational Document funds in trust for ODFW, except for the License Agent fee. The Oregon State Treasurer may access License Agent's EFT account on a weekly basis to withdraw Recreational Document funds.

8.2 The License Agent must deposit Recreational Document funds so that they are available in the EFT account before the close of the business day each Wednesday to cover all the Recreational Document fees sold from 12:00 a.m. Sunday through 11:59 p.m. Saturday of the previous week for electronic fund transfer (sweep) each Thursday.

8.3 ODFW may change these dates at any time by notifying the License Agent prior to the next scheduled withdrawal.

9. Non-Sufficient Funds Late Penalty: In the event a License Agent fails to have sufficient funds in the EFT account when swept, ODFW may assess the License Agent a penalty of twenty five dollars (\$25) for each NSF sweep.

9.1 The License Agent agrees that this amount is an appropriate penalty for failing to have the required funds available in the EFT account at the time required by section 8.2.

9.2 Failure to remit the appropriate Recreational Document funds at the time required by this agreement shall constitute a failure to comply with the terms of this Agreement.

9.3 The License Agent understands and agrees that if the amount due has not been paid by the date of the next scheduled sweep, ODFW may disable the Oregon Fish and Wildlife Licensing System IPOS Terminal(s) in the License Agent's custody, and the License Agent will not be authorized to sell Recreational Documents until all balances due, including penalties, have been paid in full.

9.4 Upon review of the License Agent's account and financial history, ODFW may require a bond, savings account assignment, or bank letter of credit (or combination thereof) to secure payment of funds to ODFW under this agreement. The amounts of any such bond, savings account assignment, or letters of credit shall be determined by ODFW and based on License Agent's sales.

9.5 If the License Agent receives three or more Non-Sufficient Funds Notifications within a license year, ODFW may terminate this License Agent Agreement. License Agents whose Agreements are terminated by ODFW must keep all bank accounts associated with their Agreement open until the Agent receives written notification from ODFW indicating that their License Agent account has been audited and that their bank account can be closed.

9.6 In the event a collection action of any kind is instituted on behalf of the ODFW to collect monies due under this Agreement, License Agent must pay all court costs, attorney and collection agency fees and interest at 12 percent per annum, plus any disbursements incurred by ODFW in the process.

10. Recreational Document Cancellations, Exchanges, or Refunds: Within 60 (sixty) days after canceling, exchanging or misprinting a Recreational Document, the License Agent must return to ODFW all Returnable Documents.

10.1 When a License Agent returns documents to ODFW under this section, License Agent must submit all requests for credit to the ODFW ASD in writing.

10.2 If the License Agent fails to return any Returnable Documents as required by this section, ODFW will debit the License Agent's account for the value of any such Documents.

10.3 Unauthorized cancellations, refunds, or exchanges may not be honored by ODFW.

11. Reconciliation of Daily & Weekly Account Notices: The License Agent is responsible for reconciling daily and weekly account notices. The License Agent is also responsible for immediately reporting any suspected discrepancies in their daily or weekly account notices to ODFW Fiscal Services.

12. Training: Prior to engaging in any sales transactions under the agreement, License Agent designated staff, including License Agent themselves, if applicable, must complete either an initial training or complete the User Training Module on the Oregon Fish and Wildlife Licensing System IPOS Terminal.

12.1 ODFW ASD may waive License Agent training for specific License Agents.

13. Login and Passwords: The License Agent is responsible for assigning all sales and administrative privileges to designated staff. The License Agent must ensure that all staff conducting license sales and related activities associated with accessing or updating information via a Oregon Fish and Wildlife Licensing System IPOS Terminal is assigned individual user names (login) and passwords.

14. Reporting Hardware and Software Problem: The License Agent must immediately report any problems or maintenance issues related to the Oregon Fish and Wildlife Licensing System IPOS Terminal to the ODFW Agent Customer Service Center.

14.1 The License Agent must ensure that its staff provides information requested by ODFW's Agent Customer Service Center and that staff report problems to the Center.

14.2 Should a Recreational Document not print due to hardware problems, the License Agent must contact the Agent Customer Service Center immediately in order to troubleshoot, resolve, and document the problem. Failure to immediately contact ODFW constitutes an unauthorized refund. ODFW may not honor unauthorized refunds made by a License Agent.

15. License Agent Remedies:

15.1 Limitation on Damages Claims: The License Agent agrees that ODFW and the State of Oregon are not liable for damages of any kind arising from ODFW's performance under this Agreement, and that the License Agent's sole remedy shall be to seek performance by ODFW of its obligations. This includes, but is not limited to, any claim for damages for lost revenue, lost License Agent fees, lost profits, lost earnings capacity, and attorney's fees resulting from such claim. The License Agent agrees to indemnify and hold ODFW and the State of Oregon (and their officers, employees and agents) harmless against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of intentional, willful, reckless or negligent acts or omissions of License Agent, its Designee, employees, or agents under this agreement..

16. Specific Commitments Regarding ODFW and Oregon Fish and Wildlife Licensing System IPOS Terminal:

16.1 Duty Regarding Oregon Fish and Wildlife Licensing System IPOS Terminal(s): The License Agent must safeguard the Oregon Fish and Wildlife Licensing System IPOS Terminal(s) and Recreational Documents provided by ODFW and/or designated provider. At a minimum, the License Agent must provide a secure area for all Oregon Fish and Wildlife Licensing System IPOS Terminals, associated equipment, and Recreational Documents to prevent unauthorized access or damage. The License Agent must compensate ODFW for any loss or damage to the Oregon Fish and Wildlife Licensing System IPOS Terminals, associated equipment, and Recreational Documents.

16.2 Maintenance of Supplies, Sales Terminals, and Associated Equipment: The License Agent must maintain, at his/her cost, reasonable and customary property insurance to protect ODFW's interest in the

Oregon Fish and Wildlife Licensing System IPOS Terminal(s), associated equipment and supplies. Compensation to ODFW must be based upon the cost of replacement or repair, as determined by ODFW or service provider as designated by ODFW.

16.3 Connectivity: The License Agent must acquire and maintain, at the License Agent's cost, either a broadband Internet or other high-speed connection, or at the minimum, a dedicated voice grade telephone line. ODFW preference is for the License Agent to acquire a broadband or high-speed Internet connection. The License Agent is responsible for any problems that may arise from the License Agent's use of a minimum grade phone connection.

16.4 ODFW Access: The License Agent must allow ODFW and designated representatives to have access to the License Agent's premises during hours of operation and at other agreed-upon times to install, repair, maintain, inspect or remove the Oregon Fish and Wildlife Licensing System IPOS Terminal(s), associated equipment and Recreational Documents. Both ODFW and its designees have the right to remotely access any Oregon Fish and Wildlife Licensing System IPOS Terminals in License Agent's possession. Upon request by ODFW, License Agent must provide its internet service provider account information, including the password, solely for the purposes of installation and troubleshooting the Oregon Fish and Wildlife Licensing System IPOS terminal operation and subject to License Agent's reasonable security requirements. License Agent is responsible for the operation and security of its Internet connection. ODFW shall not be responsible for any unauthorized or unidentified access by third parties.

16.5 Return of Equipment that is Damaged or Needs Repair: Within 48 hours after discovery, the License Agent must return to ODFW (or any other location specified by ODFW), at the License Agent's cost, any broken parts or damaged or malfunctioning equipment provided by ODFW. License Agent must deliver such parts or equipment to location designated by ODFW ASD, and preferably in the original packaging. The License Agent must reimburse ODFW for any damage incurred by unauthorized removal, destruction or alteration of the Oregon Fish and Wildlife Licensing System IPOS Sales Terminal or other related Department property.

16.7 Actions at Agreement Termination: Upon termination of this Agreement, the License Agent must allow ODFW and persons designated by ODFW to enter and remove the Oregon Fish and Wildlife Licensing System IPOS Terminal(s), related equipment, and Recreational Documents. If the License Agent fails to return equipment (including IPOS terminals) or materials provided by ODFW, License Agent must reimburse ODFW for the value of such equipment or materials.

17. Applicable Law: This Agreement will be governed by the laws of the State of Oregon. Any party bringing a legal action against the other party arising out of this Agreement shall bring the action in the Circuit Court of the State of Oregon for Marion County.

18. Termination:

18.1 This Agreement may be terminated by mutual written consent of the parties.

18.2 License Agent Agreement Termination: The License Agent may terminate this Agreement by providing thirty (30) days prior written notice to ODFW ASD at the address below. License Agent must keep all EFT bank accounts associated with its ODFW License Agent Agreement open until the License Agent receives written notification from ODFW indicating that their License Agent account has been audited and that this Agreement has been terminated.

18.3 Department Termination of License Agent Agreement: ODFW may terminate this Agreement for any reason by providing thirty (30) days written notice to the License Agent.

18.4 Right to Immediate Termination: ODFW may terminate this Agreement effective upon delivery of written notice to the License Agent, or at such later date as may be established by the ODFW, under any of the following conditions:

- a. If ODFW determines that the License Agent has violated any provision of this Agreement.
- b. If ODFW determines that the License Agent furnished to ODFW any statement, representation, warranty, or certification in connection with this Agreement which is materially false, deceptive, incorrect, or incomplete.
- c. If ODFW determines that the License Agent has jeopardized the integrity, security, or fairness of the Oregon Fish and Wildlife Licensing System.

d. If ODFW determines that the License Agent has made public statements or taken public actions that put ODFW, its policies or programs in a negative light.

e. If ODFW determines that License Agent has instituted (or has instituted against it) insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors or ceases doing business on a regular basis.

f. If ODFW determines that License Agent no longer holds any license or certificate that is required for License Agent to perform its obligations under the Agreement, and License Agent has not obtained such license or certificate within fourteen (14) calendar days after ODFW's notice.

18.5 No Prejudice. Any lawful termination of this Agreement shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

19. Merger, Amendment and Waiver: This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be changed only by written amendment signed by both parties. ODFW's waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

20. Authority to Bind: The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement.

21. License Agent Contact Information: Any notices to ODFW required by this Agreement must use the following contact information:

21.1 **Physical Location**: Oregon Department of Fish and Wildlife Headquarters' Office
4034 Fairview Industrial Dr. SE
Salem, OR 97303

21.2 **Mailing Address**: Oregon Department of Fish and Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97303

21.3 **Fax Number**: 503-947-6117

21.4 **Phone**: For POS Agent Account/Licensing Assistance call License Services 503-947-6101

22. Privacy Clause: Regarding Personal information collected, used or acquired in connection with this Agreement:

22.1 Any personal information License Agent collects, uses or acquires in connection with this Agreement may be used solely for the purposes of this Agreement. License Agent, Designee, and all of License Agent's employees must not release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons such personal information without the express written consent of ODFW, or as otherwise required by law. License Agent must implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

22.2 ODFW reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the License Agent through this Agreement. The monitoring, auditing or investigating may include (but is not limited to) "salting." Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database. License Agent must certify the return or destruction of all personal information upon expiration of this Agreement.

22.3 If License Agent breaches any of the provisions of this section, ODFW may terminate the Agreement and demand return of all personal information, in addition to any other remedies available by law.

22.4 For purposes of this section, personal information includes but is not limited to information identifiable to an individual that relates to their health, finances, education, business, use or receipt of governmental services, or other activities. These include, but are not limited to, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

23. Assignment and Delegation: License Agent shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of ODFW. ODFW's consent to any subcontract (or other delegation of duties) does not relieve License Agent of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

24. Force Majeure: Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent.

25. Records: License Agent must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. License Agent acknowledges and agrees that ODFW and the Oregon Secretary of State's Office and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of License Agent that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. License Agent shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

26. **CERTIFICATIONS AND SIGNATURE OF LICENSE DEALER'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF LICENSE AGENT.

The undersigned certifies under penalty of perjury both individually and on behalf of License Agent that:

A. The undersigned is a duly authorized representative of License Agent, has been authorized by License Agent to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of License Agent;

B. The individual signing on behalf of License Agent hereby certifies and swears under penalty of perjury that: (a) License Agent is not subject to backup withholding because (i) License Agent is exempt from backup withholding, (ii) License Agent has not been notified by the IRS that License Agent is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified License Agent that License Agent is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of License Agent, s/he has authority and knowledge regarding License Agent's payment of taxes, and to the best of her/his knowledge, License Agent is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; and (c) the supplied License Agent data is true and accurate.

C. To the best of the undersigned's knowledge, License Agent has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. License Agent and License Agent's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. License Agent's Federal Employee Identification Number or Social Security Number specified below is correct;

F. License Agent is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and

G. License Agent ___ is / ___ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

I, the undersigned, have read, understand and agree to the conditions of this Agreement.

LICENSE AGENT'S BUSINESS _____
LOCATION ADDRESS: _____
CORPORATE NAME (if applicable): _____
CORPORATE ADDRESS _____
FEDERAL TAXPAYER IDENTIFICATION _____
DATE OF INCORPORATION: _____

SOLE PROPRIETOR OR PARTNERSHIP ONLY
SOCIAL SECURITY NUMBER: _____
DATE OF BIRTH: _____

CERTIFICATION - PLEASE CHECK ONE OF THE FOLLOWING: <input type="checkbox"/> Sole <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other (IDENTIFY)

SIGNATURES

LICENSE AGENT	OREGON DEPARTMENT OF FISH AND WILDLIFE
Signature	Signature
Print Name	Print Name Linda Lytle
Print Title	Print Title License Sales Manager Administrative Services Division
Date	Date

Form reviewed and approved for legal sufficiency by William Cook, Assistant Attorney General, Oregon Department of Justice, March 2011.

Attachment "A"

1. Definitions:

- 1.1. **Agent Customer Service Center:** The ODFW Operations Unit manages Agent Tier I support.
- 1.2. **Bond:** A bond issued by an entity on behalf of a second party, guaranteeing that the second party will fulfill an obligation or series of obligations to a third party. In the event that the obligations are not met, the third party will recover its losses via the bond.
- 1.3. **Credit Check:** The process of evaluating an applicant's corporation's debt issue in order to determine the likelihood that the borrower will live up to his/her obligations.
- 1.4. **Designee:** A person who can act in place of the Agent and is thereby responsible for ensuring the adherence to this Contract by the License Agent. Corporations may assign designee status to store personnel by positions.
- 1.5. **EFT:** Electronic Funds Transfer
- 1.6. **H.I.P. Surveys:** The federally required Harvest Information Program survey.
- 1.7. **Initial Training:** The training provided by ODFW in person to all new agents upon initiation of this Contract.
- 1.8. **IPOS Data Connection:** High speed Internet connection, dial up Internet connection, or dedicated phone line.
- 1.9. **License Agent:** Is an entity authorized to issue licenses through the **ODFW Licensing System** POS retail terminal. Agent personnel include the business owner and authorized corporate personnel.
- 1.10. **License Year:** Begins January 1st and ends December 31st
- 1.11 **Member** means U.S. Bank National Association or another entity designated by Nova Information Systems, Inc. under the MSA.
- 1.12 **MSA** means that certain Master Agreement between the State of Oregon, U.S. Bank National Association and Nova Information Systems, Inc. Related to Merchant Card Services dated September 25, 2005 ("MSA Agreement").
- 1.13 **Payment Device** means any device used for the purpose of obtaining credit or debiting a designated account including a credit card, debit card, electronic check, electronic benefits transfer card, stored value card or other similar device.
- 1.14 **PIN** means a personal identification number.
- 1.15 **POS Device** means a terminal or other point of sale device at a License Agent location that conforms to requirements established from time to time by Nova Information Systems, Inc. and the applicable payment network.
- 1.16 **Transaction** means an action by a Cardholder using a Payment Device that results in acting on the Cardholder's account.
- 1.17 **Third Party Terminal** means a terminal, other point of sale device, or software provided to a License Agent by any entity other than Nova Information Systems, Inc. or its authorized designee.
- 1.18 **ODFW:** Oregon Department of Fish and Wildlife
- 1.19 **ODFW ASD:** The Oregon Department of Fish and Wildlife Administrative Services Division.
- 1.20 **Oregon Fish and Wildlife Licensing System:** "Oregon Interactive Licensing Database" system designed to sell ODFW Recreational Documents via a retail IPOS terminal and Internet media.
- 1.21 **Oregon Fish and Wildlife Licensing System IPOS Terminal (IPOS):** The **Oregon Fish and Wildlife Licensing System** IPOS Terminal includes the following equipment: touch screen terminal, license printer, cabling, and any other hardware associated with the **Oregon Fish and Wildlife Licensing System** as provided by ODFW and/or designated equipment vendor to License Agent site(s).
- 1.22 **POS:** Point of Sale
- 1.23 **Public Funds:** All monies, excluding agent fees, collected from the sale of licenses are public funds.
- 1.24 **Recreational Documents:** Licenses, tags, permits, raffle tickets, validations and adjunct items such as hunting/fishing regulations and other compliance/educational materials etc.
- 1.25 **Recreational Documents Funds:** All monies, excluding agent fees, collected from the sale of Recreational Documents.
- 1.26 **Returnable Documents:** Recreational Documents associated with cancelled, exchanged, misprinted, or other documents required to be returned to ODFW by License Agent.
- 1.27 **NSF:** Non-Sufficient Funds
- 1.28 **Value Added Services** any product or service provided by a third party unaffiliated with MSA or Member to assist Merchant in processing transactions, including without limitation, internet payment gateways, integrated POS devices, inventory management and accounting tools, loyalty programs, fraud prevention programs and any other product or service that participates, directly or indirectly, in the flow of transaction data.