

Purchase Change Request



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
7036-980019

FY 2020	Buyer JB	Date 4/6/2020	Account Various	P.O. Date 1/1/1998	Contract 7036-980019
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Learfield Communications LLC dba Learfield IMG College 505 Hobbs Road Jefferson City, MO 65109 Ph# 336-831-0737 Fax	Vendor Code FEIN# 47-0911648	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
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Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 13</p> <p>To amend the University Rights Agreement according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders, subject to the attached amendments dated April 1, 2018 and February 13, 2019.</p> <p>Effective Date(s): July 1, 2010 through June 30, 2028</p> <p>Attached:</p> <ul style="list-style-type: none"> - Second Amendment to Agreement to License Marshall Athletic Properties, Exhibit A, and Addendum to the Agency Agreement by and between Marshall University and IMG College Licensing - Pages 3-6. - Third Amendment to Agreement to License Marshall Athletic Properties and Conference USA FY19 Marketing Revenue Distribution Report - Pages 7-9. - Learfield IMG College Notice of Invoice Remittance Address Change and W-9 - Pages 10-11. (This information was updated in Change Order 12, but is included to confirm IMG College, LLC is now Learfield Communications LLC dba Learfield IMG College.) 		

Reason for Change: Modifying and extending the agreement as per the attached amendments dated April 1, 2018 and February 13, 2019.	Previous Total	\$ Open-End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open-End

Approved: Angela White Negf 4/6/20 _____ Date

Authorized Signature

N/A _____ Date

Attorney General if required

Vendor: Learfield Communications LLC dba Learfield IMG College

Organization Name

Description

In September 2019, Marshall University's Office of Purchasing received the attached Memorandum and W-9 (Pages 10 through 11) notifying us that IMG College would be changing their name to Learfield Communications LLC dba Learfield IMG College. Therefore, 7036-980019 co12 was created to reflect the updated name information.

Later in 2019, the Office of Purchasing received the attached Second and Third Amendments (Pages 3 through 9) to the contract signed by representatives from the Athletics department in April 2018 and August 2019 respectively. As the Second and Third Amendments are older than 7036-980019 co12 that contains the name and address updates, the name on the amendments still appears as IMG College, not Learfield IMG College.

Due to the necessity of the Second and Third Amendments being integrated into the 7036-980019 contract, they have been included in this change order. The name change Memorandum and W-9 from Learfield IMG College have also been included to confirm that IMG College, LLC is now Learfield Communications LLC dba Learfield IMG College.

**SECOND AMENDMENT TO
AGREEMENT TO LICENSE MARSHALL ATHLETIC PROPERTIES**

This Second Amendment (this "Second Amendment") to that certain Agreement to License Marshall Athletic Properties by and between Marshall University ("Marshall") and IMG College, LLC ("Licensee") is made and entered into to be effective as of April 1, 2018 (the "Effective Date").

WHEREAS, the Agreement was entered into between Marshall and Marshall ISP Sports Network, LLC ("Marshall ISP") as of July 1, 2010 (the "Original Agreement") and subsequently amended as of July 1, 2016 by that certain Amendment to University Rights Agreement (the "First Amendment") (the Original Agreement and the First Amendment are collectively referred to herein as the "Agreement"); and

WHEREAS, the parties are entering into this Second Amendment to modify certain terms of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Marshall and Licensee hereby agree as follows:

1. Section 3.01 of the Agreement is hereby deleted and replaced with the following:

3.01 The Term of this Agreement shall begin on July 1, 2010 and continue for the period through and including June 30, 2028 ("Term").

2. The date references of "July 1, 2024" and "June 30, 2025" contained in Section 3.02 shall be deleted and replaced with "July 1, 2026" and "June 30, 2027" respectively.

3. Section 4.01(f) shall be added to the Agreement and shall read as follows:

(f) **ARENA CENTER HUNG SCOREBOARD.** Licensee shall pay Daktronics up to One Million Dollars (\$1,000,000.00) for Marshall's purchase of a center-hung scoreboard for Marshall's basketball arena to be installed prior to the 2018-19 basketball season as further described on Exhibit A attached hereto (the "Scoreboard"). Marshall shall own the Scoreboard and shall be responsible for entering into any necessary purchase documentation with respect thereto with Daktronics. Marshall shall be responsible for insuring, maintaining and operating the Scoreboard. Licensee shall have exclusive rights to sell all commercial inventory on the Scoreboard pursuant to the Licensed Properties, and the parties agree that a minimum of seventy-five percent (75%) of the space and time available on the Scoreboard will constitute commercial inventory. Licensee shall retain the initial One Million Two Hundred Thousand Dollars (\$1,200,000.00) of collected cash revenue with respect to the Scoreboard (which shall not be included in GCCR)(the "Initial Scoreboard Revenue"). For purposes of clarification, any collected cash revenue with respect to the Scoreboard in addition to the Initial Scoreboard Revenue shall be included in GCCR. In the event that Marshall terminates this Agreement early for any reason, prior to Licensee collecting the Initial Scoreboard Revenue, then Marshall shall reimburse Licensee the difference between One Million Two Hundred Thousand Dollars (\$1,200,000.00) and the actual collected cash revenue with respect to the Scoreboard as of the effective date of such termination. Licensee may deduct such amount from Licensee's payments remaining due to Marshall under the Agreement or direct Marshall to pay Licensee such amount within thirty (30) days of the date of such termination.

4. Section 6 of the Agreement shall be amended to add the following rows to the end of the chart to outline the financial terms for the 2026-27 and 2027-28 License Agreement Years:

License Agreement Year	Guaranteed Base Royalty	Employee Stipend	Football/Soccer/Softball/Boomer Scoring Equipment Stipend	Ticket Stipend	Big Green Foundation Payment	Newspaper Employee Stipend	Total Guaranteed Annual Royalty	Revenue Sharing Threshold
2026/27	\$2,245,000	\$40,000	\$391,977	\$120,000	\$20,000	\$80,000	\$2,896,977	\$6,883,954
2027/28	\$2,245,000	\$40,000	\$391,977	\$120,000	\$20,000	\$80,000	\$2,896,977	\$6,883,954

Capitalized terms not otherwise defined in this Second Amendment have the meanings set forth in the Agreement. Except as modified in this Second Amendment, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have each executed and delivered this Second Amendment effective as of the Effective Date, by and through their respective authorized representatives, each intending to be legally bound.

IMG COLLEGE, LLC

By: [Signature]
PRESIDENT

Date: 4/18/18

MARSHALL UNIVERSITY

By: [Signature]

Title: DIRECTOR OF ATHLETICS

Date: 4/11/18

EXHIBIT A**CH Video - Four (4) Indoor Daktronics LED Video Displays**

- Daktronics Model: DVN-354-10MN-2000-WC-MA-288x512
- Approximate Active Area: 9.36' high x 18.64' wide
- Pixel Pitch: 10mm
- Matrix: 288x512
- LEDs illuminate red, green, and blue

CH Corner - Four (4) Indoor Daktronics LED Video Displays

- Daktronics Model: DVN-354-10MN-2000-WC-MA-288x128
- Approximate Active Area: 9.36' high x 4.16' wide
- Pixel Pitch: 10mm
- Matrix: 288x128
- LEDs illuminate red, green, and blue

CH Ring - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-354-10MN-2000-WC-MA-64x1952
- Approximate Active Area: 2.08' high x 63.44' wide
- Pixel Pitch: 10mm
- Matrix: 64x1952
- LEDs illuminate red, green, and blue

Four (4) Backlit Identification Panel

- Approximate cabinet dimensions: 2'0" high x 20'0" wide

Accessories

- Canvas mesh
- One (1) Trumpet Horn
- Bronze Content Package

Show Control System Includes:

- 40 RU Rack system @1
- Venus Utility Server @1
- DSTI CPU @1
- DMP-8300 @ 2
- DMP-8302 @ 2
- VP-8000 @ 2
- VIP-5160 @ 2

INSTALL INCLUDES:

- Physical & electrical installation
- Hoist physical & hoist electrical installation
- Installation support
- Training
- Project management
- HDMI Feeds

Overhead Hoist

- Includes remote pendant

Project Engineering

- Detailed shop, riser, and control drawings (does not include stamped drawings)

**ADDENDUM TO THE AGENCY AGREEMENT
BY AND BETWEEN
MARSHALL UNIVERSITY
AND
IMG COLLEGE LICENSING**

This Addendum (the "Addendum") effective as of the last date of signature below, by and between Marshall University ("University") and IMG College Licensing, LLC f/k/a Collegiate Licensing Company, LLC, f/k/a The Collegiate Licensing Company ("IMGCL") amends the Agency Agreement ("Agreement") by and between the University and IMGCL.

RECITALS

- A. IMGCL and University have entered into the Agreement, as amended, the effective date of which Agreement was January 1, 2000.
- B. IMGCL and University have agreed to further amend the Agreement as set forth in this Addendum.

ADDENDUM

- 1. In Paragraph 12 (TERM) "December 31, 2020" shall be changed to "December 31, 2022". Accordingly, the expiration date of the Agreement is December 31, 2022.
- 4. In Paragraph 7(b) of the Agreement, (LEGAL), "and CLC shall join as a party plaintiff or defendant with University at University's request" shall be changed to "and IMGCL, in its sole discretion, may join as a party plaintiff or defendant with University."
- 3. All other provisions of the Agreement shall remain in full force and effect, it being understood that, in the event of a conflict between the terms of this Addendum and the Agreement or any prior addenda, as amended, the terms of this Addendum will take precedence.

IN WITNESS WHEREOF, the parties have executed the Addendum.

MARSHALL UNIVERSITY

IMG COLLEGE LICENSING, LLC

By: [Signature]

By: [Signature]

Title: S. VP Communications & Mkt

Title: SVP and Managing Director

Date: 4/11/18

Date: 4-12-18

**THIRD AMENDMENT TO
AGREEMENT TO LICENSE MARSHALL ATHLETIC PROPERTIES**

This Third Amendment ("Third Amendment") to that certain Agreement to License Marshall Athletic Properties by and between Marshall University ("Marshall") and IMG College, LLC ("Licensee") is made and entered into on February 13, 2019, effective as of July 1, 2017 (the "Effective Date").

WHEREAS, the Agreement was entered into between Marshall and Marshall ISP Sports Network, LLC ("Marshall ISP") as of July 1, 2010, as amended July 1, 2016 and April 1, 2018 (the "Agreement"); and

WHEREAS, the parties are entering into this Third Amendment to modify certain terms of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Marshall and Licensee agree as follows:

1. Section K.3.01.01 of Exhibit K to the Agreement is hereby deleted and replaced with the following:

K.3.01.01 Licensee is responsible for soliciting, selling and collecting all revenues associated with advertising, sponsorship recognitions, and commercial opportunities, except for Digital Subscription Revenue as set forth in Section K.4.01.01, with respect to the Digital Platforms, which revenues are to be included in GCCR.

2. Sections K.4.01.01 and K.4.01.02 of Exhibit K to the Agreement are hereby deleted and replaced with the following:

K.4.01.01 Marshall is responsible for registration and maintenance of the domain name(s) for the Website. Marshall is also responsible for collecting all revenues associated with the subscription service from online audio/video streaming on Marshall's official athletics website (the "Digital Subscription Revenue"). Commencing with the 2017-2018 License Agreement Year, Marshall shall remit to Licensee the first Fifteen Thousand Dollars (\$15,000) of Digital Subscription Revenue for each License Agreement Year. In addition, commencing with the 2018-2019 License Agreement Year, for any Digital Subscription Revenue in excess of \$15,000 in any License Agreement Year, Marshall shall: (i) retain Fifty Percent (50%) of such excess Digital Subscription Revenue; and (ii) remit to Licensee the remaining Fifty Percent (50%) of such excess Digital Subscription Revenue. Marshall shall pay any portion of the Digital Subscription Revenue due to Licensee with respect to any License Agreement Year within thirty (30) days of the conclusion of such License Agreement Year, except for the amount due (\$15,000) with respect to the 2017-2018 License Agreement Year, which Marshall shall pay on or before March 31, 2019. Any portion of the Digital Subscription Revenue paid to IMG in any License Agreement Year shall be included in GCCR.

K.4.01.02 Except as agreed above with respect to Licensee obligations, Marshall will continue to be responsible for all expenses related to operating and maintaining the Digital Platforms, including responsibility

for, and payment of expenses associated with, the provision of all editorial content, audio/video, pictures, graphics, statistics and data for Marshall's official athletics website, the subscription service, and all editorial content for the other Digital Platforms, as well as preparation of other Marshall promotional material it wishes to include on the Website.

Capitalized terms not otherwise defined in this Third Amendment have the meanings set forth in the Agreement. Except as modified in this Third Amendment, all terms and conditions of the Agreement remain in full force and effect. To the extent that the terms of this Third Amendment conflict with the terms of the Agreement, then in all cases the terms of this Third Amendment shall control.

IN WITNESS WHEREOF, the undersigned have each executed and delivered this Third Amendment, effective as of the Effective Date, by and through their respective authorized representatives, each intending to be legally bound.

IMG COLLEGE LLC

By: 

Title: President & CEO

Date: 7/2/2019

MARSHALL UNIVERSITY

By: 

Title: DIRECTOR OF ATHLETICS

Date: 8/1/19

Conference USA
FY19 Marketing Revenue Distribution Report
6/23/2019

<u>Source</u>	<u>Projected</u>	<u>Actual As of 5/8/19</u>
	<u>Amount</u>	
Marketing Rights	\$ 400,000	\$ 466,519
Internet Rights		\$ 3,795
Royalties and Licensing	\$ 25,000	\$ 26,456
Less: Trademark renewal fees		\$ (2,852)
Less: Participant gifts		
Total	<u>\$ 425,000</u>	<u>\$ 493,919</u>
Equal Distribution to 14 Membership	\$ 30,357	\$ 493,919 *does not include website (Sidenav)
Member Sidenav		\$ 142,491
C-USA Shared Sidenav		\$ 9,976
		<u>\$ 152,467</u>
		<u>\$ 646,386</u>

	Sidenav '18 Q4	Sidenav Q1	Sidenav Q2	Sidenav Q3	Sidenav per Member	Shred Marketing	C-USA Shared	Total Marketing
Conference USA	\$ 2,077.66	\$ 2,698.65	\$ 2,517.41	\$ 2,682.55			\$ 9,976	
Charlotte	\$ 1,619.75	\$ 2,028.62	\$ 2,931.59	\$ 4,263.82	\$ 10,844	\$ 35,280	\$ 713	\$ 46,836
FAU	\$ 1,627.42	\$ 1,899.90	\$ 2,938.00	\$ 4,170.42	\$ 10,636	\$ 35,280	\$ 713	\$ 46,628
FIU	\$ 1,540.53	\$ 1,347.32	\$ 1,988.01	\$ 2,781.79	\$ 7,658	\$ 35,280	\$ 713	\$ 43,650
LA Tech	\$ 2,743.22	\$ 2,713.99	\$ 2,804.24	\$ 4,292.21	\$ 12,554	\$ 35,280	\$ 713	\$ 48,546
Marshall	\$ 2,379.82	\$ 3,156.43	\$ 4,049.50	\$ 2,494.12	\$ 12,080	\$ 35,280	\$ 713	\$ 48,072
Middle Tennessee	\$ 1,294.07	\$ 1,198.80	\$ 1,808.68	\$ 2,131.76	\$ 6,433	\$ 35,280	\$ 713	\$ 42,426
North Texas	\$ 931.88	\$ 1,609.97	\$ 2,937.24	\$ 1,754.89	\$ 7,234	\$ 35,280	\$ 713	\$ 43,226
ODU	\$ 1,523.61	\$ 2,156.15	\$ 3,130.65	\$ 3,075.23	\$ 9,886	\$ 35,280	\$ 713	\$ 45,878
Rice	\$ 1,781.41	\$ 2,875.88	\$ 2,437.76	\$ 5,504.38	\$ 12,599	\$ 35,280	\$ 713	\$ 48,592
Southern Miss	\$ 8,490.31	\$ 4,693.99	\$ 3,562.76	\$ 8,539.43	\$ 25,286	\$ 35,280	\$ 713	\$ 61,279
UAB	\$ 1,809.52	\$ 1,643.67	\$ 2,163.17	\$ 2,936.52	\$ 8,553	\$ 35,280	\$ 713	\$ 44,545
UTEP	\$ 919.85	\$ 1,854.54	\$ 2,329.65	\$ 1,705.05	\$ 6,809	\$ 35,280	\$ 713	\$ 42,802
UTSA	\$ 1,437.95	\$ 974.03	\$ 1,932.64	\$ 2,652.64	\$ 6,997	\$ 35,280	\$ 713	\$ 42,990
WKU	\$ 1,182.62	\$ 1,244.30	\$ 1,150.36	\$ 1,344.98	\$ 4,922	\$ 35,280	\$ 713	\$ 40,915
Unallocated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 31,359.62	\$ 32,096.24	\$ 38,681.66	\$ 50,329.79	\$ 142,491	\$ 493,919	\$ 9,976	\$ 646,386
							\$ 152,467	\$ 646,386



Notice of Invoice Remittance Address Change

Dear Business Partner,

Effective July 1, 2019, Learfield IMG College has a new payment address.

To ensure that your payments continue to be properly and timely credited to your account, please use the following payment remittance address:

Learfield IMG College
 PO Box 843038
 Kansas City, MO 64184-3038

Please update your records, or forward this to the appropriate person regarding the new location to send your invoice payments.

Note for Checks: *To receive proper credit for your payment, please include the remittance invoice stub with your check or a breakout of payments with your check stubs.*

To initiate an ACH as your form of payment, you will need the following information:

Bank Info:	Commerce Bank, P.O. Box 843038, Kansas City, MO 64184-3038
ABA Routing Number:	101000019
Name on Account:	Learfield IMG College
Account Number:	403549625

Note for ACH Payments: *To ensure your payment is applied to the correct account, we require that you submit an email containing the pertinent payment information (**Customer Number and Invoice Number**). Please forward this information to our Accounts Receivable Department at ar@learfieldimgcollege.com.*

If you have any questions, please do not hesitate to call us at **336-831-0737** or email us at ar@learfieldimgcollege.com.

We appreciate and value your partnership and look forward to continuing to serve your brand experience needs.

Thank you for choosing Learfield IMG College.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A-L Tier II LLC fka Patron Solutions LLC	
2 Business name/disregarded entity name, if different from above Learfield Communications, LLC (dba Learfield IMG College)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 505 Hobbs Road	Requester's name and address (optional)
6 City, state, and ZIP code Jefferson City, MO 65109	
7 List account number(s) here (optional) REMIT PAYMENT TO: c/o Learfield IMG College, P.O. Box 843038, Kansas City, Missouri 64184-3038	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
				-				
or								
Employer identification number								
4	7	-	0	9	1	1	6	4 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶	06/24/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.