

**ST. CLOUD TECHNICAL & COMMUNITY COLLEGE  
ID CARD AND BANKING SERVICES AGREEMENT**

This St. Cloud Technical & Community College ID Card and Banking Services Agreement (“Agreement”) is entered by and between the State of Minnesota acting through its Board of Trustees of Minnesota State Colleges and Universities on behalf of St. Cloud Technical & Community College (“College”) and U.S. Bank National Association (“Bank”) with an effective date of July 1, 2018.

**Recitals**

- A. College issues to students, staff and faculty (“Users”) a multifunctional identification and service card known as the ID Card (“ID Card”); and
- B. College desires to include Banking Services as a part of the function of ID Card; and
- C. Bank is in the business of offering financial services including, but not limited to, Banking Services; and
- D. College and Bank wish to provide services to Users in accordance with this Agreement.

Accordingly the parties agree as follows:

**1. Banking Services.** Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through ID Card. “Banking Services” means certain financial products linked to the ID Card, including checking accounts and automated teller machine (“ATM”) services, as described in this Agreement.

**1.1 Transactions.**

**1.1.1 Standard ID Card.** Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of the College. The checking account may be accessed through ID Card and will permit PIN-based point of sale debit (“POS”) and automated teller machine (“ATM”) transactions through the standard ID Card.

**1.1.2 ID Card Selection and Activation.** Users will have the option of selecting the standard ID Card without Banking Services (a dormant ATM card) or the standard ID Card with Banking Services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard ID Card, for no additional fee.

**1.2 Other Financial Services Available.** Bank will promote checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

**1.3 Account Features.** Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time. Bank will never charge additional fees for opening a student checking account, and will not allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATM’s on the College’s campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

**1.4 Eligibility.** Eligibility for ID Cards will be at the sole discretion of College, but a User's eligibility for Banking Services will be at the sole discretion of Bank.

**1.5 Reporting.** Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, including the mean and median of the actual costs incurred by student account holders.

**2. Automated Teller Machines.** College and Bank anticipate placing one ATMs on the College's campus. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and College. This Agreement is contingent on execution of a mutually agreeable ATM Placement Agreement. In the event an ATM Placement Agreement is not executed within 30 days of this Agreement, or in the event ATM Contract is terminated, Bank has the right to terminate this Agreement upon 10 days' advance written notice to College.

**3. Technical Specifications.** College and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

**3.1 ID Card Issuance and Maintenance.** College will be responsible for ID Card issuance and maintenance. College may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but will do so subject to the Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") of this Agreement.

**3.2 Other Functionality.** It is understood that ID Card may include the ability to perform other electronic functions in addition to Banking Services. College will be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement. The functionality of the Banking Services will be verified by Bank through testing of ID Card to ensure ID Card functions properly.

**4. Lost, Stolen, and Canceled Cards.** College will use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly. College is in no way responsible for a User's failure to notify Bank of a lost or stolen ID Card. Notice to Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to College or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents.

## **5. Marketing.**

**5.1 Solicitation.** Bank may solicit new Bank accounts. Bank may prepare text acceptable to College for miscellaneous marketing materials relating to Banking Services for distribution to Users. College will acknowledge approval of text in writing. Bank may continue to work with College to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. No marketing materials may be distributed at the College without College's prior review and written approval.

**5.2 Events.** College will provide Bank with exclusive access to, and presence at, significant on-campus activities, events and promotional locations to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- New Student Orientation
- International Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House

- Carding Events
- Financial Wellness Seminars
- New Employee Orientations

Participation in such events will include, but not be limited to, the following:

- Distribution of Letters and Account Applications prior to the event
- Tables in high traffic areas
- Presentations to Students and/or Parents

**5.3 Signage.** Subject to College's prior written approval, Bank may display informational and directional signage on the campus identifying ATM locations, signage will be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank will not cause to be fixed to any College property signage of any kind without the prior written approval of College.

Bank will, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and will be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. College, without cost or expense to College, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals will be at Bank's sole expense and Bank will expend the necessary time to obtain such approvals. Nothing contained herein will be construed as a requirement that College surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

**5.4 Promotional Information.** College will facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither College nor Bank will share any User information as part of this Agreement.

**5.5 Prior Approval.** College will not distribute any materials using Bank's name or relating to Banking Services without receiving prior approval from Bank.

**6. Release of Information.** Bank will not be required to provide any financial records or information relating to individual Bank customers to College, nor will College be required to provide any student information records to Bank, for purposes of calculating Card Operations Payments.

**7. Term and Termination.** This Agreement will remain in effect for an initial term of five years, beginning on the date of this Agreement ("Term").

**7.1 Breach.** In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party will provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within 30 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

**7.2 Immediate Termination for Cause.** Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due; (5) the noncompliance with regulation or law applicable to the noncomplying party.

**7.3 Termination for Change in Law.** Bank may terminate this Agreement at any time with 90 days' notice to College without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

**7.4 Termination for Complaints or Fees.**

**7.4.1 Complaints.** College will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review College may terminate this Agreement upon 90 days' notice to Bank if College determines that number of complaints were excessive.

**7.4.2 Fees.** College will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review College may terminate this Agreement upon 90 days' notice to Bank if College determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

**7.5 Termination; Effect on Users.** College and Bank agree that each User who has a checking account with Bank attached to an ID Card will be a customer of Bank and, upon any termination of this Agreement pursuant to this section, or upon Users leaving College, each User will remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. College reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through College by any party. Upon any termination of this Agreement pursuant to this section, College will cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and will remain the property of College at all times.

**7.6 Survival.** The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 12.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

**8. Representations and Warranties.** Each party represents and warrants as follows:

**8.1 No Conflict.** The execution, delivery, or performance of the activities contemplated by this Agreement will not violate or conflict with any applicable law, regulation, or rule, or contract to which the party is subject.

**8.2 Authority.** Each party has the authority to enter into this Agreement and has received all necessary approvals.

**8.3 College Authority.** College has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

**8.4 No Other Agreements.** College represents and warrants that neither it, nor any its affiliates, currently have, and will not enter into, any future relationships or agreements with other financial services

companies, issuers of debit cards, or provider of services covered under this Agreement, other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered into by Bank for the Term of this Agreement. This includes, but is not limited to, banking accounts, issuing of debit cards or their functional equivalents, allowing any type of accounts or debit card products that bear or are associated with the College's name or protected marks, student refunds, and payroll disbursement products that solicit student checking accounts and /or provide connectivity to the College ID Card.

**9. Liability.** Notwithstanding any other provision in this Agreement, each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. College's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes section 3.736 and other applicable laws.

**10. License.** Both College and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. College or Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and the ID Card pursuant to this Agreement. Nothing herein will give to College or Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner, and any and all uses of the trademarks will inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party will be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party will be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, College expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with College.

**11. Notices.** All notices and statements by either party in connection with this Agreement will be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified/registered mail, first class, postage prepaid, return receipt requested.

**College:** St. Cloud Technical & Community College  
Lori Kloos  
Vice President of Administration  
1540 Northway Drive  
St. Cloud, Minnesota 56303

**Bank:** U.S. Bank  
Campus Banking  
Attn.: Vincent Roos – Vice President  
6940 Mission Rd. / SL-KS-9255  
Prairie Village, KS 66208

## **12. Miscellaneous.**

**12.1 Choice of Law.** This Agreement and its interpretation will be governed by the laws of the state of Minnesota. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state and federal courts sitting in, the state of Minnesota.

**12.2 No Waiver.** The delay or failure of either party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights.

**12.3 Severability.** If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

**12.4 Entire Agreement; Amendment.** This Agreement and any attachments constitute the entire Agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for informational purposes and do not constitute a part of the Agreement.

**12.5 Assignment.** Neither party will assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party, provided that, Bank will have the right, without College's consent, to transfer or assign this Agreement to any parent, subsidiary, or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

**12.6 Power and Authority.** The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

**12.7 Force Majeure.** Neither party will be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation, power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism, and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

**12.8 Confidential Information.** This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and College each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, including the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

IN WITNESS HEREOF, the parties have executed this Agreement, effective as of the date first written above, by and through their duly authorized officers.

STATE OF MINNESOTA ACTING THROUGH ITS BOARD  
OF TRUSTEES OF MINNESOTA STATE COLLEGES AND  
UNIVERSITIES ON BEHALF OF ST. CLOUD TECHNICAL  
& COMMUNITY COLLEGE

Sign: Jain Kloos  
By: Lori Kloos  
Title: Vice President of Administration  
Date: 7-30-18

U.S. BANK NATIONAL ASSOCIATION

Sign: [Signature]  
By: Michael Markman  
Title: Region President  
Date: 8-16-18

## Exhibit A

### Technical Specifications for Standard ID Card (ATM/PIN-based Point of Sale Functionality)

1. Bank will provide College a pool of 16-digit card numbers using the following Bank owned BIN: 587854. Bank will replenish pool with new, unique 16-digit card numbers within 10 business days of a request by College.
2. No two card numbers will be the same.
3. The 16-digit card number must appear on the front of ID Card.
4. Bank will provide College with the required layout and encoding specifications for track 2. College or its contractor will encode this track on all ID Cards in compliance with the specifications provided to College in the "Track 2 Layout" document.
5. The card must comply with all applicable network requirements. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.
6. In the event of a lost or stolen ID Card, College will issue a new card with a new number.
7. College will timely report known cases of fraud in a form and manner acceptable to Bank.
8. The card must display the following text which may be printed on the back of the card:  
  
U.S. Bank Customers: For 24-hour customer service or to report a lost or stolen ID card, call 1-800-US BANKS (872-2657).
9. Upon contract termination, College must complete the following within sixty (60) days:
  - (a) Cease issuance of cards using Bank owned card numbers
  - (b) Return pool of card numbers to Bank
  - (c) Remove Bank logo from new and replacement cards





**Minnesota State's Election Form**

to use U.S. Bank, National Association Services Pursuant to  
State of Minnesota Department of Management and Budget - U.S. Bank Contract

Name of College/University: St. Cloud Technical & Community College

The College/University ("Institution") named above and U.S. Bank, National Association ("U.S. Bank") hereby agree that effective on July 1, 2018, the Institution shall receive the designated banking and depository services and/or "on campus" point-of-sale merchant payment services, such services to be performed by U.S. Bank under an applicable contract already executed by the State of Minnesota Department of Management and Budget (the "Department") and U.S. Bank:

**[COLLEGE/UNIVERSITY TO IDENTIFY DESIGNATED SERVICE OR SERVICES TO BE PERFORMED BY U.S. BANK WITH AN "X" BELOW.]**

X **BANKING AND DEPOSITORY SERVICES (pursuant to General Banking Agreement dated December 29, 2017 between the Department and U.S. Bank).**

**The following banking and depository services shall be provided by U.S. Bank (College/University to list activities and functions):**

Depository Services, Singlepoint, Sweep Services, Image Services,  
ACH Services, Branch Coin/Currency Services, Account  
Reconcilement Services

X **POINT-OF-SALE MERCHANT PAYMENT SERVICES (pursuant to General Banking Agreement dated December 29, 2017 between the Department and U.S. Bank).**

U.S. Bank acknowledges and agrees that this Election by the College/University does not confer, and shall not be construed as conferring, any exclusive rights to U.S. Bank to provide the service(s) elected above to the College/University, and that the College/University can contract

with other vendors to provide banking and depository services and/or point-of-sale merchant payment services.

The College/University hereby confirms that there are no other contracts or agreements in effect between the College/University and other vendor(s) that would be violated or breached by the College/University's election of U.S. Bank to perform the service(s) designated above.

Minnesota State's contact person regarding this Election is: Michael Noble-Olson, Chief Procurement Officer, Minnesota State Colleges and Universities, 30 - 7th Street E, Suite 350, St. Paul, MN 55101-7804; Telephone: (651) 201-1445; E-mail: [sourcing@minnstate.edu](mailto:sourcing@minnstate.edu). The College/University agrees to provide a copy of this fully-executed Election form to Minnesota Department of Management and Budget, Debt Management Division, in addition to a copy to the Minnesota State Chief Procurement Officer.

The College/University and U.S. Bank agree that this Election by the College/University shall be effective as long as the contract providing the specific service(s) identified above between the State of Minnesota Department of Management and Budget and U.S. Bank, referenced above, is in effect, unless such election is terminated by the College/University by providing thirty (30) days advance written notice to U.S. Bank.

**APPROVED:**

**COLLEGE/UNIVERSITY:**

By:           *Annasa Check*          

Printed Name:           *Annasa Check*            
Its: President

Date:           *7/31/18*          

By:           *Lori Kloos*          

Printed Name:           *Lori Kloos*            
Its: Chief Financial Officer

Date:           *7-30-18*          

**APPROVED:**

**U.S. BANK, NATIONAL ASSOCIATION**

By:           *Michael Merkman*          

Printed Name:           *Michael Merkman*            
Its:           *Region President*          

Date:           *8-16-18*