

STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES

PROFESSIONAL/TECHNICAL SERVICES CONTRACT AMENDMENT NO. (4)

Board of Trustees of the  
Minnesota State Colleges and Universities  
Minnesota State University Moorhead

U.S. Bank National Association- Campus Banking  
6940 Mission Road  
Prairie Village, KS 66208

Original Contract Effective Date: August 1, 2013  
Original Contract Expiration Date: August 1, 2016  
Amended Contract Expiration Date: August 1, 2020

This amendment is between the state of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of Minnesota State University Moorhead (hereinafter MnSCU), and U.S. Bank National Association- Campus Banking, 6940 Mission Road, Prairie Village, an independent contractor, not an employee of the state of Minnesota (hereinafter "Contractor").

**Recitals**

WHEREAS, MnSCU has a contract with the CONTRACTOR (hereinafter "Original Contract") to provide financial services including but not limited to, Banking services, and to provide, place and administer transactional processing services for automated teller machines (ATMs).

WHEREAS, MnSCU and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOWHEREFORE, it is agreed:

**Contract Amendment**

**Revision 1 Amendment of Section 7 Term and Termination**

The parties agree to extend the terms of the Original Contract for two years effective August 2, 2018 **or upon the date the final required signature is obtained by MnSCU, whichever occurs later**, and shall remain in effect until August 1, 2020, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this amendment until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU authorized representative.**

**Revision 2 Amendment of Section 6 Royalty Schedule.**

Section 6 of the Original Agreement is deleted in its entirety and the following language is substituted therein for all purposes, including the substitution of the defined term Card Operation Payment for Royalty Payment throughout the Original Agreement.

## **6. Card Operations Payment.**

**6.1 Card Operations Payment.** Bank shall pay to University a fixed annual operation payment of \$25,000 ("a "Card Operations Payment") with the first payment made on or before January 31, 2020, and a second pro-rated payment of \$18,750 made on or before August 30, 2020.

**6.2 Release of Information.** Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating the Card Operations Payment.

### **Revision 3 Amendment of Exhibit B**

Exhibit B of the Original Agreement is deleted in its entirety, including all financial obligations of the parties thereunder, for all purposes.

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

#### **1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

#### **2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

#### **3. MINNESOTA STATE COLLEGES AND UNIVERSITIES MINNESOTA STATE UNIVERSITY MOORHEAD**

#### **4. AS TO FORM AND EXECUTION:**