

**FIRST AMENDMENT TO  
ID CARD AND BANKING SERVICES AGREEMENT**

MAY 2<sup>nd</sup>  
KA

This First Amendment to the ID CARD AND BANKING SERVICES AGREEMENT (this "Amendment"), is made as of ~~April~~ May, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and Minnesota State University Moorhead ("University"), and is incorporated into the Agreement by reference.

Pursuant to the ID CARD AND BANKING SERVICES AGREEMENT dated as of August 1, 2013 (the "Agreement"). Bank agreed to be the exclusive provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to amend the Agreement to reflect the necessary contractual changes required by the new rule to the current Agreement.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

**Amendment of Section 1 Banking Services**

Section 1.1.2 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

**1.1.2 ID Card Selection and Activation.** Users will have the option of selecting the standard ID Card without Banking Services (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.

Section 1.3 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

**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, but will never charge additional fees for opening a student checking account, or allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University'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.

Section 1.5 and the following language is added to the Agreement for all purposes:

**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, and will include the mean and median of the actual costs incurred by student account holders.

**Amendment of Section 7 Term and Termination**

Section 7.4 and 7.5 are deleted in their entirety and the following language is substituted in place thereof for all purposes:

**7.4 Termination for Complaints or Fees.**

**7.4.1 Complaints.** University 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 University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints are excessive.

**7.4.2 Fees.** University 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 University may terminate this Agreement upon 90 days' notice to Bank if University 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 for Change in Law.** Bank may terminate this Agreement at any time with 90 days' notice to University 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.

**7.6 Termination; Effect on Users** University and Bank agree that each User who has a checking account with Bank attached to an ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant this Section 7, or upon Users leaving University, each User shall 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. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to this Section, University shall 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 shall remain the property of University at all times.

**7.7 Survival.** The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Royalty Schedule") relating to outstanding amounts due, 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.

### **Amendment of Notices Section 11**

Section 11 of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

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

**University:** Minnesota State University Moorhead  
Jean Hollaar  
VP Finance & Administration  
1104 7th Ave S  
Moorhead, MN 56563

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

**Original Agreement Ratified and Affirmed**

Except as set forth above, the Agreement is ratified and affirmed in all respects.

**Agreed as of the date first above written:**

**U.S. Bank National Associatio**

**Minnesota State University Moorhead**