

**Cloud County Community College
ID Card and Banking Services
Agreement & Required Disclosures**



No later than September 1, 2017, any institution with a T1 arrangement and any institution with a T2 arrangement that meets or exceeds the credit balance thresholds under 34 CFR 668.164(f)(2)(ii) must post certain information prominently on the same website where the institution posts its full contract with a financial account provider. The institution must disclose:

- 1 For any year in which the institution's enrolled students open 30 or more financial accounts under the arrangement,
 - a) The number of students who had financial accounts under the contract at any time during the most recently completed award year; and
 - b) The mean and median costs incurred by those student accountholders.

Cloud County Community College

ID Linking Method w/ two-year co-hort	2019-2020 Award year
Number of students with financial accounts	142
Mean	\$19.44
Median	\$0

- 2 The total monetary consideration paid or received by the parties under the contract;

2019-2020 Campus Card Program Financial Summary

Below is the total monetary consideration spent on behalf of the campus card program at **Cloud County Community College** by Central National Bank under the terms of the **Campus Card** contract in the 2019-2020 award year (July 1, 2019 to June 30, 2020):

Royalty Payment to Cloud County Community College:	\$0
Scholarship Payment to Cloud County Community College:	\$575
2019-2020 Total Monetary Consideration	\$575

- 3 The total non-monetary consideration paid or received by the parties under the contract;

Marketing Commitment to Cloud County Community College:	\$0
Publicity & News Print Commitment to Cloud County Community College:	\$0
Extra Staffing Commitment to Cloud County Community College:	\$0
2019-2020 Total Non-Monetary Consideration	\$0

**Cloud County Community College
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement ("Agreement") is entered into, on December 11, 2017 by and between Cloud County Community College ("College") and Central National Bank ("Bank").

Recitals

WHEREAS, College issues to students, staff and faculty ("Users") a multifunctional identification and service card known as the ID Card ("ID Card"); and

WHEREAS, College desires to include Banking Services as a part of the function of ID card; and

WHEREAS, Bank is in the business of offering financial services, including, but not limited to Banking Services; and

WHEREAS, College and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, College and Bank 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 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 College, which may be accessed through ID Card and will permit PIN-based and signature based point of sale ("POS") debit 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 or the standard ID Card with Banking Services. All students with open Bank checking accounts are able to activate the ATM/PIN/SIGNATURE based POS functionality on the standard ID card for no additional fee.

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

1.3 Account Features. Bank will offer a checking account product(s) and 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 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 the College, but a User's eligibility for Banking Services shall 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, and will include the mean and median of the actual costs incurred by student account holders.

2. Automated Teller Machines. Bank will continue to operate the two (2) existing ATM's on College's campus.

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. Bank will be responsible for ID Card issuance and maintenance.

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

4. Lost, Stolen and Canceled Cards. College shall use reasonable efforts to advise Users who report a lost or stolen ID Card to notify the Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to Bank should be made by the User contacting a local branch or calling 1-888-262-5456 or after hours at 1-866-546-8273 or by such other notification 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 the 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. Bank may continue to work with College to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. In no event on campus will Bank solicit new credit card accounts from Users, particularly student users.

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

- Re-carding Event
- New Student Orientation
- International Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House
- Study Abroad Seminars
- Carding Events
- Financial Wellness Seminars
- New Employee Orientations
- Enrollment Days

Participation in the 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. Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary "banner" signage and advertising on the Campus, and shall 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 shall be at Bank's sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing herein shall 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 may 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 shall not distribute any materials using Bank's name or relating to Banking Services without receiving prior approval from Bank, with the exception of any earned rewards programs in which College agreed to provide any information required by Bank from time to time.

6. Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to College, with the exception of signed releases from students to provide account number information for direct deposit purposes, nor shall College be required to provide any student information records to Bank, with the exception of any rewards programs in which College agrees to provide any information requested by Bank from time to time.

7. Term and Termination. This Agreement will remain in effect for an initial term of five (5) years, beginning on the date of this Agreement ("Term"). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year terms until Bank or College notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

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 shall 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 thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (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 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.

7.3 Termination for Complaints or Fees.

7.3.1 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 is excessive.

7.3.2 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.

7.4 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 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.

7.5 Termination; Effect on Users. College 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 to this Section 7 or upon Users leaving College, 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 and 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.

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.

8.0 Representations and Warranties. Each party represents and warrants as follows:

8.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which 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 full and complete authority to enter into this Agreement and bind itself to the same, and further College has the authority to ensure that the terms of this Agreement are fully adopted and followed by each of its campus locations.

8.4 No Other Agreements. College warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or for the purposes for which this Agreement was entered by Bank.

9. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

9.1 Bank Indemnification of College. Bank will defend, hold harmless and indemnify College from and against any liabilities, losses damages, costs and expenses, including reasonable attorneys' fees, which College may suffer or incur by reason of Bank's negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event College seeks indemnification from the Bank, College will provide notice to Bank of the events leading to the claim as soon as known to College and College will allow Bank to control the defense of such claims in return for Bank's indemnification.

9.2 College Indemnification of Bank. College will defend, hold harmless, and indemnify Bank from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which Bank may suffer or incur by reason of College's negligence or the willful misconduct of employees, agents or officers of College arising out of the performance or nonperformance of services under this Agreement. In the event Bank seeks indemnification from College, Bank will provide notice to College of the events leading to the claim as soon as known to Bank and Bank will allow the College to control the defense of such claims in return for College's indemnification. Bank acknowledges that Users are not by definition employees, agents or officers of College and College assumes no liability for the individual acts of Users. In no event shall College be responsible for the amount of any costs, fees, interest, penalties or account overdrafts incurred by Users on accounts established with Bank.

10. License. Both Bank and College may, at their sole discretion 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 and 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 ID Card pursuant to this Agreement. Nothing herein shall give to College and 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 shall inure to the

benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall 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 costs of any such joint advertising undertaken by either party shall 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 check 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 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, return receipt requested.

College: Amber Knoettgen
Vice President for Administrative Services
Cloud County Community College
2221 Campus Drive
Concordia, KS 66901

Bank: Central National Bank
Attn: Janet Lowell, Senior Vice President- Retail
1403 College Drive
Manhattan, KS 66502

12. Miscellaneous.

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

12.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement shall 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 the Request for Proposal Response dated November 14, 2013 for full-service banking services accepted by the College, constitutes 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 information purposes and do not constitute a part of the Agreement. Nothing herein shall alter the terms of the Request for

Proposal Response dated November 14, 2013 for full-service banking services accepted by the College.

12.5 Assignment. Neither party shall 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 shall have the right, without College's consent, to transfer or assign this Agreement to any parent, subsidiary, or affiliate of the Bank or to any entity succeeding to substantially manage all of the assets of the 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 shall 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 without the Users' written permission. 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 this Agreement. Each party agrees, except as may be required by applicable law or regulation or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate of 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, as of the date first above written by and through their duly authorized officers.

Cloud County Community College

Sig: _____

By: Amber Knoettgen

Title: Vice President for Administrative Services

Date: _____

12/11/17

Central National Bank

Sig: Janet Lowell

By: Janet Lowell

Title: Senior Vice President- Retail

Date: 12/22/17

