

Johnson 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.

Johnson County Community College

ID Linking Method w/ two-year co-hort	2016-2017 Award Year
Number of students with financial accounts	133
Mean	\$59
Median	\$12

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

2016-2017 Campus Card Program Financial Summary

Below is the total monetary consideration spent on behalf of the campus card program at **Johnson County Community College** by U.S. Bank under the terms of the **Campus Card** contract in the 2016-2017 award year (July 1, 2016 to June 30, 2017):

Royalty Payment to Johnson County Community College:	\$ 12,750
2016-2017 Total Monetary Consideration	\$ 12,750

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

Marketing Commitment to Johnson County Community College:	\$ 6,000
Website Link Development Commitment to Johnson County Community College:	\$ 1,000
Extra Staffing Support Commitment to Johnson County Community College:	\$ 5,000
2016-2017 Total Non-Monetary Consideration	\$ 12,000

**JOHNSON COUNTY COMMUNITY COLLEGE
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement is entered into on January 1, 2009, by and between Johnson County Community College, Overland Park, KS (“College”) and **U.S. BANK NATIONAL ASSOCIATION** (“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 herein defined) as a part of the function of the ID Card; and

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

WHEREAS, College and Bank wish to provide services to the 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 the ID Card. “Banking Services” means certain financial products linked to the ID Card, including checking accounts and automated teller machine (“ATM”) services, and further described in EXHIBIT A (“Select Features of Checking Accounts”) of this Agreement.

1.1 Transactions. Bank will provide a checking account at Bank to qualified Users, including students, faculty and staff of the College, which may be accessed through the ID Card and will permit PIN-based point of sale (“POS”) debit and automated teller machine (“ATM”) transactions.

1.2 Other Financial Services Available. Bank will promote its Student Checking Account and Employee Workplace Banking Account for use with the ID Card, but qualified Users may select any of the accounts offered by the Bank.

1.3 Account Features. Bank will offer Banking Services associated with its Student Checking and Employee Workplace Banking account products, as described in EXHIBIT A as amended from time-to-time. Bank may make reasonable changes to the terms in EXHIBIT A to enhance these account features as it sees fit. Additional enhancements to the 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 the Bank.

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

2.1 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 shall do so subject to the Technical Specifications for Banking Services contained in EXHIBIT B ("Technical Specifications") of this Agreement.

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

3. Lost, Stolen, and Canceled Cards. College shall use reasonable efforts to advise Users who report a lost or stolen ID Card to the ID Card office to also notify the Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to the 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 the ID Cards, and Bank is not responsible to the College or any User for any losses associated with the stored-value function of the ID Card, unless due to the act or negligence of Bank, its employees or agents.

4. Marketing.

4.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to College for brochures relating to the 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 the Banking Services. No marketing materials may be distributed at College without College's prior review and written approval.

4.2 Events. College will provide Bank with exclusive access to, and presence at, significant on-campus events to advance the opening of new Bank accounts attached to the ID card at no additional cost to Bank. These events would include, but are not limited to, carding events, orientation events, international student orientations, study abroad sessions, and financial wellness seminars. College will grant prior approval to Bank.

4.3 Signage. Subject to College's prior written approval, Bank may display informational and directional signage on campus identifying ID card services. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any College property signage of any kind without the prior written approval of College.

Subject to College prior approval, Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and “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 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 contained 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.

4.4 Promotional Information. College shall 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. Bank prefers to piggyback on other College mail solicitations to minimize expense, however, should an independent mailing be required, Bank will cover all necessary mailing costs.

4.5 Prior Approval. College shall not distribute any materials using Bank’s name or relating to the Banking Services without receiving prior approval from Bank.

5. Royalty Schedule.

5.1 Royalty Schedule. Bank shall pay to College amounts as described in EXHIBIT C (“Royalty Schedule”) attached to this Agreement.

5.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to the College, nor shall College be required to provide any student information records to the Bank.

6. Exclusivity. During the term of this Agreement, College agrees to the following exclusivity provisions.

6.1 Banking Services. During the Term of this Agreement, College will not enter into any agreement with any issuer of debit cards or provider of services covered in the Banking Services (as defined in Section 1 of this Agreement) for the purpose of issuing debit cards, or their functional equivalent, or accounts that bear or are associated with College’s name or protected marks. College will ensure that any affiliate of College complies with this Section 6.1.

6.2 On-Campus Activities, Events, and Promotion. College will provide Bank with exclusive access to College activities, events, and promotional locations as provided in Section 4 of this Agreement for purposes of promoting the ID Card and Banking Services. College will grant prior approval to Bank.

7. Term and Termination. This Agreement will remain in effect for an initial term of one year, 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 the Bank or the 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 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.

7.3 Termination; Effect on Users. The College and Bank agree that each User who has an account with Bank attached to the ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, 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 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 the College by any party. Upon any termination of this Agreement pursuant to subsection (7.1) or (7.2) above, College shall cooperate with Bank in order to de-link the User accounts from the ID Card. Bank acknowledges that the ID Cards and the ISO numbers used for the ID Card accounts are and shall remain the property of the College at all times.

7.4 Survival. The rights and responsibilities of each party as embodied in Section 4 (“Marketing”) regarding the use of marks and other intellectual property, Section 5 (“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.

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 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 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 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 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 shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, the College is not waiving any of the protection afforded College as a public body of the State of Kansas. Bank acknowledges that Users are not by definition employees, agents or officers of the College and the College assumes no liability for the individual acts of Users.

10. License. Both College and Bank may, at their sole cost and expense, advertise the existence and location of the ID Card 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 the ID Card pursuant to this Agreement. Nothing herein shall give to the 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 cost 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 may request 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 the Users' affiliation with College. Upon request, College will grant use of logo at no charge to the Bank.

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: Johnson County Community College
Mitch Borchers
Director of Purchasing
12345 College Blvd.
Overland Park, KS 66210

Bank: U.S. Bank
Campus Banking
Attn.: Whitney Bright – Vice President
2447 Shetland Dr
O’Fallon, MO 63368

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, any attachments and the RFP response dated October 7, 2008 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 information purposes and do not constitute a part of the Agreement.

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 the 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 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. 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, 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, as of the date first above written, by and through their duly authorized officers.

Johnson County Community College

Sig: 
By: Mitch Borchers
Title: Director of Purchasing
Date: 1/21/09

U.S. BANK NATIONAL ASSOCIATION

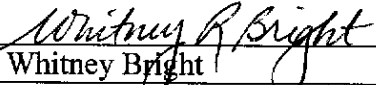
Sig: 
By: Whitney Bright
Title: Vice President, Campus Banking
Date: 1/23/09

Exhibit A

Select Features of Checking Accounts*

Student Checking Account

Bank offers students a competitive Student Checking account with the following benefits available to qualified applicants:

- Banking attached to the ID Card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit card POS transactions
- Interest earned on balances greater than \$2,000
- FREE Goal Savings account
- Overdraft Protection available
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail

Workplace Banking - Employee Account

Bank understands that the faculty and staff members of the College community have expanded banking needs and offers a Workplace Banking account that includes the following benefits available to qualified applicants:

- Banking attached to the ID Card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Unlimited FREE debit card POS transactions
- Money Market Account with no minimum balance and no monthly maintenance fee
- Visa Check Card with Checking that Pays®, a unique debit card that pays cash back on all purchases
- Up to 1% off installment loan rates with AutoPay
- 10% off home loan origination fees up to \$150
- FREE personal financial consultants
- 10% discount on commissions for broker-assisted stock options and no-load mutual fund transactions
- Continuous 50% discount on any size safe deposit box
- ¼% bonus interest rate on certificates of deposit for a one year term or longer

- No fee U.S. currency Travelers' Cheques
- No closing costs on home equity loans
- 2,500 bonus World Perks miles with a World Perks credit card for new accounts
- Overdraft protection available
- 24-hour banking services via telephone or internet at no charge
- 24-hour customer service representatives via telephone or e-mail
- Accepts direct deposit of payroll

*This information is provided for descriptive purposes only; this is not to be used for marketing purposes or for public distribution.

Exhibit B

Technical Specifications

1. Bank will provide College a pool of 16-digit card numbers using the following Bank owned BIN:587854.
2. No two card numbers shall be the same.
3. The 16-digit card number must appear on the front of the ID Card.
4. Bank will provide College with the required layout and encoding specifications for track 2. The 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 shall timely report known cases of fraud in a form and manner acceptable to Bank.
8. Upon contract termination, the 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

Exhibit C

Royalty Schedule

During the life of the Agreement, Bank will make the following financial commitment to the College:

1. Bank will pay the following signing bonus to JCCC for the One-Card partnership.
 - a. **\$7,500** due within 30 days of signing a contract.
 - b. **\$5,000** due within 30 days of the first anniversary date of the signed contract unless written notification of termination from the College has been received by the Bank.
 - c. **\$2,500** due within 30 days of the second anniversary date of the signed contract unless written notification of termination from the College has been received by the Bank.

2. Years 2 through completion, U.S. Bank will pay Johnson County Community College an annual royalty payment, payable within 30 days of the anniversary date of the first card issued. The payment will be calculated based on active new accounts obtained each year. Johnson County Community College will receive \$15 for each active new account, with a minimum annual guarantee of **\$5,000**.

3. During the life of the Johnson County Community College campus banking contract, U.S. Bank will dedicate “soft dollars” (monies spent by us toward the increased performance of the card program). The minimum annual sum of the “soft dollars” supporting the Johnson County Community College partnership is **\$12,000**.

Marketing	\$ 6,000 per year
Website Link Development	\$ 1,000 per year
Staffing Support (extra U.S. Bank staffing during peak periods)	<u>\$ 5,000 per year</u>
	\$ 12,000 per year

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

This First Amendment to the ID CARD AND BANKING SERVICES AGREEMENT (this "Amendment"), is made as of March 15, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and Johnson County Community College ("College"), and is incorporated into the Agreement by reference.

Pursuant to the ID CARD AND BANKING SERVICES AGREEMENT dated as of January 1, 2009 (the "Agreement"). Bank agreed to be the exclusive provider of campus ID Card Banking Services to the College 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, College 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 1.1.1 and the following language is added to the Agreement for all purposes:

1.1.1 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 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.

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. Termination rights provided for under this Amendment apply only to the ID Card and Banking Services Agreement program and do not give any further termination rights whatsoever to College in connection with any On-Site Bank License/ Lease agreement, any ATM agreement or any other ancillary agreements, exhibits, or addenda.

Section 7.3 and 7.4 are deleted in their entirety and the following language is substituted in place thereof for all purposes:

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 were excessive.

7.3.2 Fees. College will complete a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. College may terminate this Agreement upon 90 days' notice to Bank if College determines at any time that 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 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.

7.5 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 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 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 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 College at all times.

7.6 Survival. The rights and responsibilities of each party as embodied in Section 4 ("Marketing") regarding the use of marks and other intellectual property, Section 5 ("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.

College: Johnson County Community College
Scott Carpenter
Director, Procurement Services
12345 College Blvd.
Overland Park, KS 66210

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 Association

By: 

Its: SR Regional Mgr.

Date: 3/17/14

Johnson County Community College

By: 

Its: Director of Procurement Services

Date: March 15, 2014