

**CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT**

**THIS AGREEMENT** (herein "Agreement") is made and entered into effective as of July 1, 2018 ("Effective Date") by and between the Board of Trustees for the University of Northern Colorado (herein "University") and Wells Fargo Bank National Association (herein "Bank")

**WHEREAS**, University offers a multi-purpose identification card ("UNC Card") to all enrolled students in good standing and to all faculty and staff (collectively the "Eligible University Community Members") that is used to access a variety of University facilities and on-campus services; and

**WHEREAS**, University desires Bank to provide checking account ATM PIN-based

Members through the UNC Card program. All applications of the University Marks by the Bank must conform to Exhibit "A," along with any specifications established by the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all UNC Card designs and all promotional and informational materials prepared by Bank that contain

any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants Bank authority to use published UNC Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used

if material has been previously used with the public such as printed brochures, flyers, banners and the like.

Marks under this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

**3. Grant to Use Bank Name and Marks.** Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all UNC Cards linked to a UNC Card Bank Account and all promotional and informational materials prepared by University in connection with the UNC Card under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the UNC Card program shall be of a nature and quality commensurate with the nature and

quality of the University's UNC Card program. University shall deliver all UNC Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

where there has been a claim of infringement and the claim has been resolved adversely to Bank

or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to UNC Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue UNC Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University

determines that such use is needed to permit its UNC Card program to continue without

interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with University, Bank shall pay all of University's costs related to such



Aug-25	\$130,000	Annual royalty
Aug-26	\$130,000	Annual royalty

- a. Some UNC Card holders may not be eligible for the UNC Card Bank Account.

prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.

- b. Only one checking account per UNC Card holder shall be considered to be a UNC Card

Bank Account.

- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a UNC Card may be linked. Faculty and staff may select any checking account as needed.

iii Link to log-in for secure online banking session, and

iv Information about and links to other Bank related products and services.

b. University acknowledges that Bank maintains and

pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the UNC Card Bank Accounts that it makes generally to its non-UNC Card Bank Accounts.

**7. UNC Card Bank Account Opening.** The UNC Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however that University shall have the right to determine where, on the University's premises



i One dedicated magnetic two-track strip encoded to conform with ISO 7812 and 7813

iii the appropriate ATM network "bugs" as follows:

Plus: 15mm wide X 8.25mm high

iv Visa required language:

University will have the right to issue replacement UNC Cards in accordance with the terms of this Agreement to UNC Card holders, whether or not they have a UNC Card Bank Account,



17. **Marketing.** Bank and University shall fully cooperate and shall work in conjunction to promote the UNC Card program through various marketing efforts. Both Bank and University

marketing/advertising materials related to the services contemplated under this Agreement. In

policies with coverages and provisions considered within industry standards for similarly



likewise Bank may be provided certain information that University deems appropriate as

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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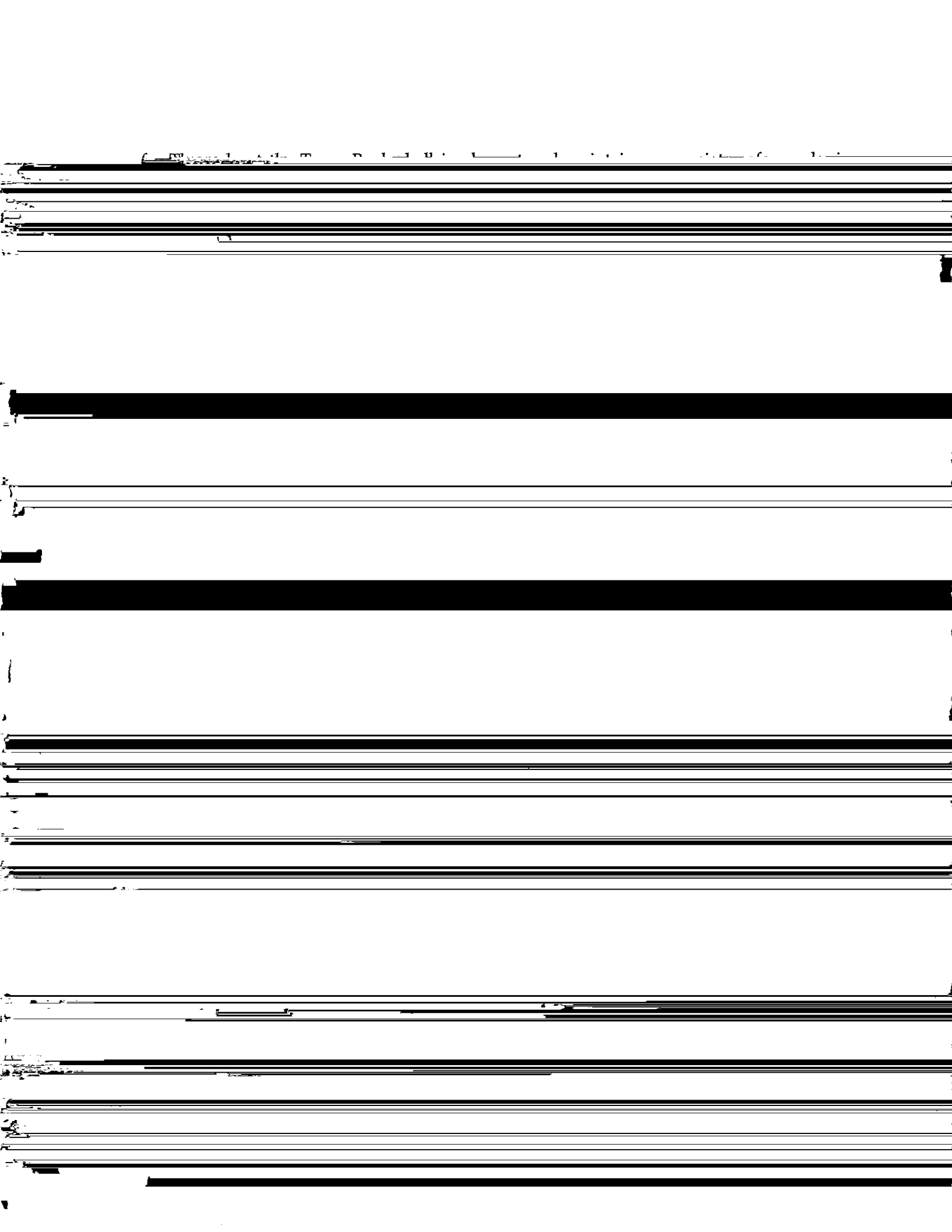
[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]





25. Termination.

This Agreement may be terminated by either party (the "Non-Defaulting Party") upon [REDACTED]

[REDACTED]

b or c, of this Section 25, University shall repay to Bank a percentage of the Initial Royalty Payment described in Section 4.e. of this Agreement.

26. **Assignment.** This Agreement may not be assigned by either party in whole or in part, other

such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from

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29. **Amendments and Waiver.** This Agreement may be amended only in writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will

not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party.

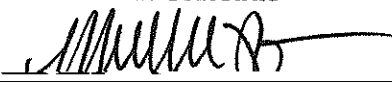
or subcontractor of University, which computer system is now or hereafter physically or

with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University agrees that any University

web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to "Wells Fargo Bank, N.A., Member FDIC." University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank's consent.

~~This license to use Logo shall be revocable free. This license to use Logo shall be...~~

University of Northern Colorado

Signature: 

Title: Senior Vice President

Date: 11/8/18

**EXHIBIT A**  
**UNIVERSITY MARKS**

EXHIBIT B



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WELLS  
FARGO

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**EXHIBIT C**

**UNIVERSITY TAXPAYER IDENTIFICATION NUMBER**

