

FINAL November 5, 2012

Agreement for Identification Cards
Between
Riverside Community College District
And
Wells Fargo Bank, National Association

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of the 1st day of December, 2012 ("Effective Date") by and between the Riverside Community College District (herein "District") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, District, through three individual card programs under the District umbrella, offers a multi-purpose identification card ("RCCD ID CARD") to all enrolled students in good standing and to all District employees (collectively the "Eligible District Community Members") that is used to access a variety of District facilities and on-campus services; and

WHEREAS, District desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other banking and financial services to Eligible District Community Members in association with and accessed through the RCCD ID CARD, all as more particularly described herein; and

WHEREAS, Bank seeks to establish new account relationships through its affiliation with District including but not limited to checking accounts with linked RCCD ID CARDS (each such checking account referred to herein as "RCCD ID CARD Bank Account").

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **Term and Options to Extend.** The Term of this Agreement shall commence on December 1, 2012, and shall terminate on November 30 2017, unless otherwise terminated as provided in Section 26 (the "Term").
2. **Grant to Use District Name and Marks.** District hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit "A" of this Agreement (collectively, the "District Marks") for the sole purpose of offering and promoting the financial products and services to Eligible District Community Members through the RCCD ID CARD program. All applications of the District Marks by the Bank must conform to Exhibit "A," along with any specifications established by the District which specifications may be amended from time to time. Bank will make no other use of the District Marks or any other trademark or trade name owned by or associated with the District without,

in each case, District's prior explicit written consent. Bank shall deliver all RCCD ID CARD designs and all promotional and informational materials prepared by Bank that contain any District Mark to District prior to publication for District's prior written consent which consent shall not be unreasonably withheld or unduly delayed. District also grants Bank authority to use published RCCD ID 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.

Bank acknowledges and agrees that District is the owner of the District Marks, that the limited right hereunder to use the District Marks does not confer upon Bank any license or right of ownership of the District Marks, and all use of the District Marks by Bank will inure to the benefit of District. Accordingly, Bank's limited right to the use of the District Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the District Marks or the right of the District thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the District Marks or any mark, design or logo intended to identify the District. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the District Marks or any variation of the District Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

District does not make, and hereby disclaims, any representations or warranties with respect to the District Marks, or with respect to whether the District Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the District Marks or design as a trade name, trademark or mark. If there is any claim against District or Bank that the District Marks or any modifications thereof, as authorized by District, infringe the rights of another party, District will, at its own expense, defend Bank's right to use of the District Marks as authorized under this Agreement. In the event any such claim is resolved adversely to District or Bank, or in the event District agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then District agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. District further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the District Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the District, Bank agrees to immediately discontinue the use of any District Marks where there has been a claim of infringement and the claim has been resolved adversely to District or Bank, or where District agrees to discontinue use of the marks in order to resolve the claim.

3. **Grant to Use Bank Name and Marks.** Bank hereby grants District 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 RCCD ID CARDS linked to a RCCD ID CARD Bank Account and all promotional and informational materials prepared by District in connection with the RCCD ID CARD under this Agreement. District will make no other use of Bank Marks without Bank's prior written consent. District agrees that all products and/or services offered in connection with the RCCD ID CARD program shall be of a nature and quality commensurate with the nature and quality of the District's RCCD ID CARD program. District shall deliver all RCCD ID CARD designs and all promotional and informational materials prepared by District that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

District acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon District any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, District's limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, District will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on RCCD ID CARDS issued after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a trade name, trademark or service mark. If there is any claim against Bank or District that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend District's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or District, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify District against any expenses District incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify District against all liabilities District incurs to third parties (including, without limitation damage awards obtained by such third parties against District), together with District's reasonable costs of defending against such liabilities (including attorney fees), arising from District's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, District agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or District, 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 RCCD ID CARDS issued or reissued after notice of the change is given to District. District shall be permitted to issue RCCD ID CARDS using stock which is already on order with the supplier as of the time Bank notifies District of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that District determines that such use is needed to permit its RCCD ID 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 District, Bank shall pay all of District's costs related to such changes. District shall have no obligation to reissue RCCD ID CARDS with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

4. Royalties to District.

In consideration of the license and grant of rights from the District given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the District as follows:

a. Initial Royalty Payment

Bank will pay \$35,000 within sixty (60) days of the commencement of this Agreement.

b. Account Royalty Payment

Bank will pay District for each eligible checking account linked to the RCCD ID CARD for the purpose of ATM/PIN-based debit functionality and owned by an Eligible District Community Member.

The number of District RCCD ID CARD Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked RCCD ID CARD. Bank will use discrete product and customer identification and will only pay District for one linked RCCD ID CARD Bank Account per Eligible District Community Member. To be considered for payment, the RCCD ID CARD Bank Accounts must be in good standing, funded and owned by an Eligible District Community Member at the time annual computation is computed. Bank will determine computation in conjunction with District provided total enrollment of Eligible District Community Members (e.g., enrolled students). The total number of Eligible District Community Members will represent the total student enrollment number for the academic school year as of April of each year of the term.

The annual account royalty payment shall be based on the number of eligible checking accounts linked to RCCD ID CARDS as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a RCCD ID CARD held by faculty and staff will be included in the numerator of the percentage calculation but not

the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

Penetration of Student Enrollment Linked to a checking account	Annual Royalty Payment Based on Linked Accounts
0% - 24.9%	\$20,000
25% - 29.9%	\$25,000
30% - 34.9%	\$30,000
35% - 39.9%	\$35,000
40% - 44.9%	\$40,000
45% - 49.9%	\$45,000
50% - 54.9%	\$50,000
55% - 59.9%	\$55,000
60% - 64.9%	\$60,000
65% - 69.9%	\$65,000
70% - 74.9%	\$70,000
75% - 79.9%	\$75,000
80% - 84.9%	\$80,000
85% - 89.9%	\$85,000
90% - 94.9%	\$90,000
95% - 99.9%	\$95,000
100%	\$100,000

Payments described in this Section 4 shall be deemed paid upon receipt by the District at the address indicated herein for receipt of notices pursuant to Section 29.

Royalty Payment Timeframes

The initial royalty payment to District of \$35,000 will be within sixty (60) days of the date the Agreement is executed. Accordingly, payment information is expected as follows:

- The account royalty payment will be calculated annually in June to ensure accurate payment has been made to District.
- Annual account royalty payments, based on number of linked RCCD ID CARD Bank Accounts, will be calculated from the total enrollment of Eligible District Community Members received from the District the last week of May. The annual account royalty

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payment will be due to District within sixty (60) days of the receipt of the total enrollment count.

Accordingly, the Agreement execution date is December 1st, 2012 so the initial royalty payment of the new agreement will be paid in February 2013. The first annual account royalty payment based on participation would be calculated in June 2013, and paid by August 2013.

5. RCCD ID CARD Bank Account.

During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the RCCD ID CARD for RCCD ID CARD holders who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$100.00 by the RCCD ID CARD holder. Nothing herein prohibits Bank from closing any RCCD ID CARD Bank Account in accordance with standard deposit account procedures. Eligible District Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as a Bank checking account which has a RCCD ID CARD linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some RCCD ID CARD holders may not be eligible for the RCCD ID CARD Bank Account due to 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 RCCD ID CARD holder shall be considered to be a RCCD ID CARD Bank Account.
- c. Enrolled students may choose the *Wells Fargo College Checking*[®] account, or comparable product offered from time to time by Bank. Faculty and staff may choose one of the checking accounts offered in the *Wells Fargo At Work*SM Program, or comparable product offered from time to time by Bank.
- d. The RCCD ID CARD Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.
- e. The RCCD ID CARD can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-debit purchases at merchants where Interlink or Maestro cards are accepted) to a Bank checking account.
- f. During the Term, should District decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through

the ACH System and make these funds available to District students by direct deposit to student's RCCD ID CARD Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.

- g. Should the District request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the District website, dedicated to the RCCD ID CARD and the RCCD ID CARD holders, using a design and functionality subject to the approval of the District, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of District to provide any required approval. The website shall provide information as mutually agreed by District and Bank, which may include the following features:
 - i Information about various account offerings for RCCD ID CARD holders,
 - ii Link to online application to open checking or savings accounts,
 - iii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
 - iv Link to log-in for secure online banking session, and
 - v Information about and links to other Bank related products and services.
- h. District acknowledges that Bank reviews and revises the terms, conditions, 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 RCCD ID CARD Bank Accounts that it makes generally to its non- RCCD ID CARD Bank Accounts.

6. RCCD ID CARD Bank Account Opening.

The RCCD ID CARD Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that District shall have the right to determine where, on the District's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting RCCD ID CARD Bank Account applications from RCCD ID CARD holders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the RCCD ID CARD holder in connection with the RCCD ID CARD Bank Account opening. District will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a RCCD ID CARD Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the RCCD ID CARD program, including the opening of checking accounts for Eligible District Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support RCCD ID CARD Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

7. **RCCD ID CARD Design and Specifications.** The RCCD ID CARD that can be linked to a RCCD ID CARD Bank Account shall conform to the following specifications. The front side of the RCCD ID CARD will include the one of the three applicable District Marks and designs mutually selected by the parties to differentiate the new card from previous RCCD ID CARDS and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the RCCD ID CARD holder,
- ii the RCCD ID CARD holder's relationship to District (faculty, staff, student), and
- iii the RCCD ID CARD holder's first and last name.

The reverse side of the new RCCD ID CARD shall have these minimum requirements:

- i magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
- ii Wells Fargo logo,
- iii the appropriate ATM network "bugs" as follows:
Plus: 15mm wide X 8.25mm high
Instant Cash: no minimum requirement
Star: 15.9mm wide x 10mm high
- iv Visa required language:
"ATM and purchase capability requires a linked deposit account." This copy must appear:
 - Near the Plus Marks
 - In at least 4-point Helvetica type font
- v instructions for reporting lost or stolen cards.

The RCCD ID CARD will include such design and functionality as is necessary to provide reasonably such District benefits as District may request, such as access pass to District facilities and District provided financial services.

District shall be responsible for any costs associated with the new design of the RCCD ID CARD. While District shall cooperate with Bank to create a RCCD ID CARD design with the intention of maximizing market potential and having an otherwise attractive appearance, District shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of District or to be otherwise disadvantageous to District. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the RCCD ID CARD shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

It is the District's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist District at District's expense with an initial trademark/service mark search if requested by District. District agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and District elects to use the name or card design.

8. Issuance of New Cards. Eligible District Community Members will continue to receive the District RCCD ID CARD with the capability to access Bank financial services. Bank and District will work together through mutually agreed upon communication methods including without limitation communications that the District will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of continuing to educate Eligible District Community Members about the RCCD ID CARD program with optional PIN-based debit functionality and marketing the same. Bank and District shall take such other measures as are reasonably calculated and necessary to continue to support the RCCD ID Card program.

Eligible District Community Members who receive the RCCD ID CARD can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank store. The Eligible District Community Member will need to present the RCCD ID CARD at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For RCCD ID CARD holders who already have a Bank checking account available for linking to their RCCD ID CARD, once the RCCD ID CARD is encoded with the appropriate 16-digit card number and upon RCCD ID CARD holder's request, Bank will enter the number into Bank's system and link such number to corresponding checking account.

District will have the right to issue replacement RCCD ID CARDS in accordance with the terms of this Agreement to RCCD ID CARD holders, whether or not they have a RCCD ID CARD Bank

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Account, provided District confirms that the original RCCD ID CARD has been duly reported as lost or stolen to Bank by the RCCD ID CARD holder.

9. RCCD ID CARD Costs

Bank will pay up to \$1.00 per new card of the actual cost of the plastic card stock for the RCCD ID CARD issued to new incoming students and new employed faculty and staff members who are considered Eligible District Community Members during the Term of the Agreement.

Bank will not pay for replacement RCCD ID CARDS issued to Eligible District Community Members if they are lost or stolen. It is at the District's discretion whether to charge Eligible District Community Members for replacement RCCD ID CARDS.

Bank will pay District within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by District. Such invoice will be provided no less than quarterly.

10. Post-conversion Changes to the RCCD ID CARD. District reserves the right to make alterations within a mutually agreed upon time to the RCCD ID CARD program which may require re-issuance of cards, in which case District would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. District agrees that said changes will not diminish the financial services provided by Bank through the RCCD ID CARD program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a RCCD ID CARD be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the RCCD ID CARD's capability for processing transactions through the RCCD ID CARD Bank Account. Bank shall provide RCCD ID CARD holders, without cost to the District, a toll-free phone number for the purposes of notifying the Bank of lost and stolen RCCD ID CARDS. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked RCCD ID CARDS in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank's general population of checking account customers located in the state of California.

12. Persons No Longer Eligible District Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for District provided identification benefits of the RCCD ID CARD, District shall

in accordance with such policies and procedures as it may establish, terminate the functionality of the RCCD ID CARD and its District identification benefits. However, District shall not be required to collect the RCCD ID CARD; nor shall the RCCD ID CARD holder be required to forfeit the RCCD ID CARD. Bank may or may not discontinue the services of the RCCD ID CARD Bank Account of any individual no longer qualifying as an Eligible District Community Member.

13. **Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding RCCD ID CARDS actively serving as District's multi-function identification card and displaying the Bank Marks may or may not be replaced by District, at the District's sole discretion. Such outstanding RCCD ID CARDS may continue to serve as a District identification card with such District benefits as District may choose, for so long as District desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as RCCD ID CARD Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the RCCD ID CARDS to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the RCCD ID CARD program described in this Agreement, including but not limited to providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

14. **ISO Number Ownership.** At all times, District shall be deemed to own the ISO numbers associated with the RCCD ID CARD s issued pursuant to this Agreement.

15. **Vendor Support.** Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. District has no responsibility for, and no relationship with, third party vendors accepting the RCCD ID CARD for ATM, PIN-based debit RCCD ID CARD transactions as a result of this Agreement.

16. **Compliance with Applicable Law and Regulations.** The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, District will be considered the "issuer" of the RCCD ID CARD used as the District ID card, except to the extent the RCCD ID CARD is used to perform electronic funds transfers to or from any RCCD ID CARD Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to District or any RCCD ID CARD holder for any liability arising from District's "issuer" responsibilities. Bank will be considered the "issuer" of the RCCD ID CARD as it pertains to electronic funds transfers to or from any RCCD ID CARD

Bank Account and to the performance of any other financial transactions involving a RCCD ID CARD Bank Account. Bank will be responsible to the RCCD ID CARD holder for any unauthorized or erroneous transaction involving the RCCD ID CARD Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. District will not be responsible to Bank or to any RCCD ID CARD holder for any liability arising from Bank's issuer responsibilities or for losses to any RCCD ID CARD Bank Account; provided however, that nothing herein will exonerate District from any unauthorized or erroneous transactions or losses involving a RCCD ID CARD Bank Account caused by District. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other District disbursements into the RCCD ID CARD Bank Accounts, if any, District will comply with all applicable laws and regulations.

Each party agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code, to the extent applicable; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

17. Marketing. Bank and District shall fully cooperate and shall work in conjunction to promote the RCCD ID CARD program through various marketing efforts. Both Bank and District shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, District will promote services provided under this Agreement to Eligible District Community Members through various communication channels available to District. District will provide Bank with the opportunity to provide information about the Bank financial services associated with the RCCD ID CARD program to District Cardholders and new incoming District students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts, and presence on District web pages. District and Bank will mutually agree upon direct mail and email communication strategies, and District will send these communications on Bank's behalf. District agrees that such marketing materials will include both the Bank Marks and District Marks. District will provide Bank with the opportunity to include inserts funded by Bank in District mailings to District Cardholders and new incoming District students. All mailings shall be mutually agreed on and where appropriate approved by the applicable District department and Bank. In addition, District will communicate during orientation the District RCCD ID CARD program and associated Bank financial services to all parents/guardians and students. The District RCCD ID CARD program and associated Bank financial services will be communicated as the students are issued their identification card. As

mutually agreed, Bank will actively participate in student orientations including but not limited to the presence of Bank representatives and presentations at the orientations. District agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future RCCD ID CARD holders including but not limited to the above marketing efforts and "tabling" on campus.

Bank understands that in addition to allowing it to be on District premises for this purpose, under Free Speech laws, District must allow other financial institutions to be on District premises for the purpose of marketing their products to students and employees. Said marketing by other financial institutions would NOT include an RCCD ID CARD or any similar ID Card other than that which would be the financial institution's own ATM/Debit Card. District will make every effort to avoid scheduling other financial institutions on District premises at the same dates/times that Bank will be on the premises.

Marketing Budget

Bank will provide the marketing services function for marketing and promotion of the RCCD ID CARD program. Bank estimates that its annual marketing budget for the promotion of the RCCD ID CARD Campus Card project will be approximately \$15,000 annually during the Term of this Agreement. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the RCCD ID CARD and the benefits of linking it to a Bank checking account.

18. Right of First Refusal.

A. Campus Bank Facility. During the Term of this Agreement, District shall grant to Bank a right of first refusal ("Refusal Right") relating to the opening of an on campus bank facility upon the following terms and conditions: 1) If District desires to open an on campus bank facility, District shall notify Bank of such fact and shall submit to Bank a proposal containing the same provisions and conditions as those proposed to any other entity. Bank shall have sixty (60) business days after District submits said proposal to accept the proposal in writing; and 2) if Bank fails to accept said proposal within the sixty (60) business day period, then at such time Bank's Refusal Right shall be null and void and of no further force and effect. If Bank accepts the proposal, the parties shall promptly enter into an agreement reflecting the terms of the same.

19. Insurance. Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Bank operating guidelines. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such to District upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and

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Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

District represents and warrants that at all times during the Term, District shall maintain comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with its operating guidelines. During business hours following reasonable request, District shall allow Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said program. Insurance requirements may be met through a program of self-insurance, a policy of insurance, through a Joint Powers Authority or any combination thereof.

20. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to RCCD ID CARD holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to District for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Bank.

Bank does not undertake to ensure that RCCD ID CARD holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with RCCD ID CARDS, RCCD ID CARD holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

21. **Representations and Warranties; Board Approval.** Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Trustees, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

22. **Examinations.** Except to the extent applicable law prohibits such, all records maintained by District pertaining to Bank and its RCCD ID CARD Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide District or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling District to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the District or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 24.

23. **Exclusivity.** During the term of this Agreement, District will not cause or authorize any District identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent RCCD ID CARD holders from using RCCD ID CARDS as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, District will give Bank exclusive access to market financial services to Eligible District Community Members including the marketing efforts and subject to the language indicated in Section 17.

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24. Confidentiality. District may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that District deems proprietary or confidential pursuant to the law or District policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for RCCD ID CARD Bank Account application data and RCCD ID CARD Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.
- b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.
- d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.
- e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3)

protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.

- f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the District and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the District, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the District or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible District Community Members who are RCCD ID CARD holders and who have RCCD ID CARD Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although District is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible District Community Members for any purpose it deems appropriate, District would be precluded from using a list comprised of RCCD ID CARD holders who have obtained RCCD ID CARD Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that District will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such District Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

25. Equipment. District is responsible for providing at its cost any equipment and systems programming necessary to implement the new RCCD ID CARD program. Bank is responsible for providing any additional needed data lines and installation at its cost.

26. Termination.

- a. This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material

breach of any provision of this Agreement and failure to cure the breach within sixty (60) days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within sixty (60) days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date which in no event shall be later than one hundred twenty (120) days from the material breach.

- b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.
- c. This Agreement may be terminated by either party at any time if: (i) the operation of the RCCD ID CARD program has or threatens to have a material adverse financial impact on Bank or District due to the use of one or more of the RCCD ID CARD s in a fraudulent manner or in a way which does not permit Bank or District to recover funds from the user(s) of the RCCD ID CARD (s); or (ii) Bank is notified by a regulatory agency that any aspect of the RCCD ID CARD program does not comply with any applicable law, regulation, rule or policy applicable to Bank or District.
- d. This Agreement may be terminated by Bank upon thirty (30) days' notice to District in the event the ATM Lease Agreement between Bank and District, entered into contemporaneously with this Agreement, expires or is terminated for any reason.

27. Assignment. This Agreement may not be assigned by either party in whole or in part, other than by operation of law, without in each event the other party's prior written consent. Any 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 corporate reorganization, consolidation or name change. Each party agrees to promptly notify the other party in the event of any transfer resulting from its reorganization, consolidation or name change.

28. Subcontractors. Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject

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to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and District unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, District acknowledges that certain RCCD ID CARD products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

29. **Notices.** Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank:

Celia Lanning
Area President
Wells Fargo Bank
1250 Corona Pointe Ct
3rd Flr, Suite 310
MAC # E3508—030
Corona, CA 92879

If to District:

Purchasing Manager
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506-1299

With a Copy to:

General Counsel – same address

30. **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.

31. **Governing Law.** The laws of the State of California shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible District Community Member regarding a RCCD ID CARD Bank Account.

32. **Force Majeure.** The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

33. **Relationship of Parties.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

34. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, District and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

35. **Information System General Security**

- a. District and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises.
- b. With regard to any computer system owned, controlled, or used by District or any agent or subcontractor of District, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data, District shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as District receives notice of such policies, procedures, and standards, and any relevant changes.

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- c. In addition, District agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

36. **Taxpayer Identification Number.** District shall provide Bank with a duly dated and executed certification of taxpayer identification number in the form attached as Exhibit C.

37. **License to Establish Link to Bank Web Site.** District may choose to use the Bank "red box" logo on the District Internet web site as a link to Bank's Internet web site at wellsfargo.com and has requested Bank's consent.

Bank hereby grants to District a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.rcc.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that District shall not "frame" the Bank web pages inside the District web site. Bank also hereby grants to District a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the District Internet web site located at www.rcc.edu for the exclusive purpose of linking from www.rcc.edu to www.wellsfargo.com. District agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by District of the Logo shall inure to the benefit of Bank.

District acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the District web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank, District removes the materials to which Bank objects or revises the District web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link and use the Logo is terminated, District agrees to remove the link from the District web page to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

District agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to District by Bank. District agrees that all products and/or services offered by District on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the District use of the Logo on the District web site. District 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 royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to District, are non-transferable by District, do not convey any sublicensing rights to District, and shall not inure to the benefit of any successor in

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interest of District. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to District are reserved to Bank.

38. **Student Loan Representation and Warranty.** District and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the District refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the District in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

WELLS FARGO BANK NATIONAL ASSOCIATION

Signature: _____

Name: _____

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Signature: _____

Name: James L. Buysse

Title: Vice Chancellor, Administration and Finance

Date: _____

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EXHIBIT A
DISTRICT MARKS

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EXHIBIT B
BANK MARKS



(Black box with white letters)



(Red box with gold letters)

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EXHIBIT C

DISTRICT TAXPAYER IDENTIFICATION NUMBER