

# Lion One Banking Program Agreement

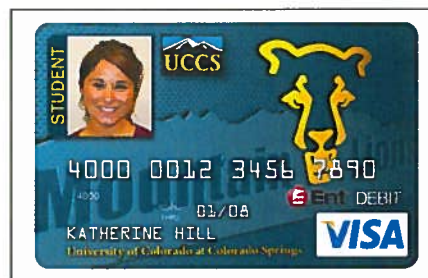
by and between

THE REGENTS OF THE UNIVERSITY OF  
COLORADO, A BODY CORPORATE, FOR AND ON  
BEHALF OF THE UNIVERSITY OF COLORADO  
COLORADO SPRINGS

And

ENT FEDERAL CREDIT UNION

Made and entered into as of March 31, 2015



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## Lion One Banking Program Agreement

This Lion One Banking Program Agreement (“Agreement”) is entered into between Ent Federal Credit Union (“Ent”, “Credit Union,” “Contractor”) and The Regents of the University of Colorado, a body corporate, contracting for and on behalf of the University of Colorado Colorado Springs (“UCCS,” “University”).

### Agreement

In consideration of the mutual agreements and undertakings set forth below, the Credit Union and the University agree as follows:

#### 1. Definitions

- a. “Lion OneCard” means the University’s brand-owned multipurpose campus ID card for faculty, staff and students. The Lion OneCard permits the University to offer to students, faculty and employees financial services through the Credit Union. The campus ID card is referred to as the “Lion OneCard” and the campus ID card program as the “Lion OneCard Program”.
- b. “Lion OneCard Program” means the program of services provided by the University that are accessed by students, faculty and staff.
- c. “Visa<sup>®</sup> Lion OneCard” means a Lion OneCard that the Credit Union has enabled to allow a Lion One Credit Union Account holder to have ATM access and Point of Sale purchase capability within the PLUS and Visa network of merchants.
- d. “Ent ATM Lion OneCard” means a Lion OneCard that the Credit Union has enabled to allow a Lion One Credit Union Account holder to have ATM access and PIN debit purchase capability within the PLUS and Interlink network of merchants.
- e. “Lion One Credit Union Program” means the Credit Union’s program that delivers a number of optional services to Lion One Credit Union Account holders that elect to open a “Lion One Credit Union Account” at the Credit Union. The services include Lion One savings and/or checking account, Visa<sup>®</sup> Lion OneCard, Ent ATM Lion OneCard, and other Credit Union services.
- f. “Lion One Credit Union Account” means a Credit Union checking and/or savings account opened where the qualifying account holder may be issued a Visa<sup>®</sup> Lion OneCard or an Ent ATM Lion OneCard.
- g. “ATM” means “Automated Teller Machine” and is an electronic device owned and operated by the Credit Union which requires the use of an access card and Personal Identification Number (PIN) or other electronic authentication method to disburse currency, transfer funds or accept deposits.
- h. “Campus ATM” means an ATM located on the Colorado Springs campus of the University of Colorado.

i. "Confidential Information" is defined as all information owned or provided by the parties or any of their respective affiliates which is delivered to, or communicated by the parties associated with execution of this Agreement and performance hereunder, including but not limited to Credit Union non-public personal information. The parties mutually agree that all information relating to each Party's business which may include technology architecture, software programs, data files, routines, business pursuits, proprietary rights or trade secrets that are provided by that Party is considered "Confidential Information". This Agreement is not "Confidential Information."

j. "POS" means Point-of-Sale.

2. Lion One Credit Union Program.

The Credit Union shall provide the following financial services to the University as part of the Lion One Credit Union Program:

a. Debit card services for qualified students, faculty, and employees who open any Lion One Credit Union Account and who request access to those funds through their Visa® Lion OneCard and/or Ent ATM Lion OneCard. Lion One Credit Union Account holders will be permitted to make withdrawals from and transfers between savings and/or checking accounts that their Visa® Lion OneCard and/or Ent ATM Lion OneCard are linked to at the Credit Union at any CO-OP Financial Services or PLUS System ATMs, and when available and where permitted, make deposits to their accounts at designated ATMs. Credit Union retains sole discretion to select its service provider for such debit card services, provided the service provider complies with current Payment Card Industry standards and provided Credit Union continues to offer the indicated services for the duration of this Agreement.

b. Overdraft and Courtesy Pay Services: Ent offers two services for members that can help them avoid overdrawing their checking account and incurring Insufficient Funds (NSF) fees:

1.) Overdraft Transfers

1. Members can designate one or more Ent accounts to be used as a source of funds in the event they overdraw their checking account(s). There are no fees for Overdraft Transfers at Ent, and a Personal Line of Credit can be used as an overdraft transfer source. (When used, overdraft transfers from lines of credit are made in increments of \$100.)

2. Members can review, add, modify and/or change the order of their overdraft transfer sources within Online Banking, at an Ent Service Center, or by speaking with a Member Service Representative.

3. Specific to UCCS:

Ent realizes that many students may not have established enough credit to have a FICO credit score, which would be used by Ent and other financial institutions to approve them for a Personal Line of Credit, among other loan products. As a result, Ent has a specific business rule in place at UCCS that extends a \$200 Personal Line of Credit to students under 20, even if they do not have a FICO credit score. While not a substantial line of credit, it can serve as an overdraft transfer source for students concerned about occasionally overdrawing their checking account.

2.) Courtesy Pay

1. Members can choose to opt-in to Ent's Courtesy Pay service to cover overdrafts on their ATM and/or Debit Card transactions, up to a limit of \$300, for a \$25 per item fee.
2. As an added courtesy, Ent will only assess the \$25 fee if the item draws the member's account more than \$10 negative.
3. Members must opt-in to this service for ATM and/or Debit Card transactions in person or by phone. Without this service, ATM and/or Debit Card transactions that would overdraw the member's account will be declined.
4. Because this service is like a line of credit, Ent has requirements that must be met before a member is offered this service. Those requirements can be found online at [Ent.com/CourtesyPay](http://Ent.com/CourtesyPay).
5. In addition, Ent educates members that using Courtesy Pay as their primary means of protecting their account from becoming overdrawn is the most expensive form of overdraft protection.
6. Specific to UCCS:  
Ent realizes that, for many students, their Ent/UCCS Lion OneCard and related Lion One Checking account may be their first individual checking account. As part of the account opening process, Member Service Representatives verbally review these options with the member and have the member sign a statement indicating that they either: (a) wish to opt-in to Courtesy Pay or (b) do not want Courtesy Pay coverage on their ATM/Debit Card transactions.
7. If the member indicates they do not want Courtesy Pay coverage, the portion of the disclosure that the student signs reminds them that transactions on their checking account(s) that are returned due to insufficient funds will result in a per item NSF fee being assessed.

3.) Ent's Insufficient Funds (NSF) Fee Policy

1. Ent charges a fee of \$25 per item for transactions which are returned on an account due to insufficient funds.
  2. It is Ent's policy to allow Member Service Representatives to refund up to three account related fees of any type (NSF, Courtesy Pay or other fees) per calendar year per member, if and when the member contacts Ent to request a fee refund.
- c. Credit card services (Visa) for students, faculty, and employees who open any Lion One Credit Union Account and who request a Visa® Lion OneCard, subject to the Credit Union's standard procedures for granting credit card privileges. Credit Union retains sole discretion to select its service provider for such credit card services, provided the service provider complies with current Payment Card Industry standards and provided Credit Union continues to offer the indicated services for the duration of this Agreement.
- d. Operation and maintenance of no less than two (2) ATMs on the University's campus, one of which must be a drive-up ATM unless both parties agree to change the number and type of ATM. The ATMs shall be located at campus sites as determined by the University's needs, and the ATMs shall not charge a foreign card transaction fee.
- e. During the term of this Agreement, the University may request consideration from the Credit Union for additional locations for ATM placement pursuant to the terms and conditions set forth in this Agreement.

- f. Any additional special terms relating to these ATMs shall be set forth in one or more addenda to this Agreement executed by the parties from time to time. Each addendum shall become a part of this Agreement upon execution thereof by the parties.

3. Lion One Banking Account Termination.

- a. The Credit Union, in its sole discretion, may terminate any Lion One Credit Union Account for violation by the Lion One Credit Union Account holder of any term or provision applicable to their Lion One Account; or,
- b. The Credit Union, in its sole discretion, may close any Visa® Lion OneCard and/or Ent ATM Lion OneCard for any of the following reasons:
  - i. Inactivity of the assigned card within a consecutive twelve (12) month period; or
  - ii. Violation by the Lion One Credit Union Account holder of any term or provision applicable to their Visa® Lion OneCard or Ent ATM Lion OneCard.
- c. The Credit Union will review its Lion One Credit Union Accounts during the final week of each calendar quarter to determine which accounts are to be removed from consideration based on the criteria stated above. The Credit Union may deny or limit Lion One Credit Union Program services to any individual who does not meet the underwriting or approval standards for the Lion One Credit Union Program services as established by the Credit Union.

4. Issuance of Lion OneCards. The Contractor shall be responsible for the following:

- a. Meet current technical and security specifications for the financial services and higher education industries, to be updated, reviewed and agreed upon annually by the parties, as identified in Exhibit 1.
- b. Payment Card Industry Compliance for all Lion OneCards issued to students, faculty, and employees at the University of Colorado Colorado Springs campus.
- c. Issue, reissue or otherwise distribute new and replacement Lion OneCards to all students, faculty, and employees of the University's Colorado Springs campus pursuant to Item 6 below.

5. Exclusivity.

It is expressly understood that, subject to the University's best efforts, the Credit Union shall have the exclusive right to provide Lion One Credit Union Program services to students, faculty and employees in connection with the University's Lion OneCard Program, and exclusivity to physical locations to include ATMs as provided in section 2.c-g, above, and Service Center location as defined in this Agreement. Subject to the University's best efforts, this Agreement grants to the Credit Union an exclusive privilege and first right of refusal for opportunities to market, offer, or provide other financial services or products to UCCS students, faculty or employees; such products and services to include, but not necessarily limited to, insurance services, investment

products, and trust services. This exclusivity is limited to the UCCS campus, and by the University procurement rules, and provisions of existing contracts, including contracts for the University of Colorado system banking relationship. The Credit Union shall periodically consult with the university regarding business strategy for offering credit cards to students.

To this end, the Credit Union may identify itself in marketing and public relations materials as the “Official Financial Services Partner of the University of Colorado Colorado Springs” for the duration of this Agreement. The University agrees to provide the Credit Union access to the University’s student and alumni marketing materials as managed by the University and allow communication of the Credit Union’s services on campus and via electronic communication as managed by the University. The Parties agree to detail more specific marketing and branding arrangements in a separate agreement.

6. Lost or Stolen Cards.

The University shall maintain a 24 hour recorded telephone number to receive reports of lost or stolen Lion OneCards. The Credit Union shall provide Lion One Credit Union Account holders with a separate 24-hour telephone number for reporting lost or stolen cards issued by the Credit Union. The University shall be responsible for reissuance of any lost, stolen or damaged Lion OneCards, and shall be entitled to retain any fee charged in connection with such reissuance. The Credit Union shall be responsible for reissuance of any lost, stolen or damaged cards issued by the Credit Union, and shall be entitled to retain any fee charged in connection with such reissuance.

7. Term.

The Term of this Agreement shall be for a period of fifteen (15) years commencing on August 1, 2016 and ending July 31, 2031.

8. Termination at the end of Term and Renewal Term, if any.

This Agreement may be renewed for an additional ten (10) year period, provided the parties negotiate and agree to additional financial considerations for the renewal, within two years of this Agreement’s expiration. Any renewal must be executed in writing and set forth the terms of such renewal, no later than July 31, 2029. Otherwise, this Agreement shall terminate at the end of the Term on July 31, 2031.

9. Installation, Operation and Maintenance of Campus ATMs.

The Credit Union and the University shall have the following responsibilities with respect to the installation, operation and maintenance of the Campus ATMs:

- a. The University shall provide to the Credit Union adequate space for all Campus ATM equipment. Such spaces shall be as designated pursuant to the provisions of Sections 2.c. through 2.e above. The University shall be responsible for any modifications needed for installation of any Campus ATM. All space provided for installation of any Campus

ATMs under this Agreement shall permit maximum access to such ATMs by students, faculty and employees of the University and to any visitors or guests.

- b. The University shall provide the wiring and electricity and any other utility services required for installation and operation of each of the Campus ATMs and related equipment. The Credit Union shall provide to the University all necessary wiring, electrical and utility specifications to enable the University to provide the wiring, electrical and other utility services required to operate the Campus ATMs. The Credit Union shall be responsible for testing of electrical and telephone lines and grounding of equipment.
- c. After installation of the Campus ATMs, each party shall be responsible for payment of any costs or expenses to maintain and operate their respective telecommunication lines.
- d. The University shall maintain the premises where the Campus ATMs are located in good order and repair, keep such premises free from rubbish and dirt, and promptly notify the Credit Union of any defects, vandalism or malfunctions with the Campus ATMs or related equipment.
- e. The Credit Union shall be responsible for maintaining and operating the Campus ATMs in good order and repair, and will use its best efforts to keep the Campus ATMs in operation twenty four hours a day, seven days a week. The University shall permit access to the Campus ATMs at all reasonable times in order to permit the Credit Union, or its authorized agents, to service and maintain the ATMs.
- f. The University shall provide access to the Credit Union regarding any surveillance recordings or photographs in the possession of the University which relate to or concern account fraud or any theft from or damage to any Campus ATM, the on-campus Service Center, or related equipment. The Credit Union, in cooperation with the University, may install at its cost and expense such surveillance cameras or other security equipment as it deems necessary or as may be required by any regional or national ATM network.
- g. The University and the Credit Union agree that the Campus ATMs and related equipment shall at all times remain the sole and separate property of the Credit Union, and shall not be deemed at any time to be a permanent fixture or improvement to the University premises. Upon termination or expiration of this Agreement for any reason, the Credit Union shall have the right to remove all Campus ATMs and related equipment at its sole cost and expense. The Credit Union shall not have the obligation to remove any wiring, electrical, or telecommunication lines or other improvements made to the University premises.
- h. The Credit Union may install or otherwise attach signs or non-University logos on each of the Campus ATMs as it deems appropriate, or as may be required by any regional or national ATM network, or as otherwise required by law.



- i. Any damage to, or repair of, a Campus ATM and related equipment, will be the responsibility of the Credit Union unless such damage is caused by the negligence or willful misconduct of the University, its agents, servants or employees.

10. Credit Union Space at Orientation Sessions for new students.

The University shall provide rent free to the Credit Union adequate space at each orientation session for the fall semester for the purpose of promoting the Lion One Credit Union Program, including the opening of Lion One Credit Union Accounts. The site shall provide a reasonable level of security to protect Credit Union property from unauthorized access. The site shall also provide adequate protection of Credit Union property from the weather. The University, not less than ninety (90) days prior to the start of orientation sessions, shall notify the Credit Union of the next site and designate the space that will be made available to the Credit Union. The Credit Union shall be responsible for installation of all equipment and cabling that it may require at each orientation site. The University shall be responsible for providing all electrical and utilities that the Credit Union may reasonably require.

11. Credit Union Service Center.

- a. The University agrees to allow Credit Union to use the Premises, hereinafter referred to as "Premises" within the University Center located at 1420 Austin Bluffs Parkway, hereinafter referred to as "Building." The Premises includes approximately 481.3 square feet of rentable floor area together with all appurtenances, for Credit Union's use for the term beginning August 1, 2016, and ending July 31, 2031. The Premises is to be used and occupied as space for a branch service center to be referred to as the "Service Center".
- b. This Service Center is separate from the Service Center discussed in the Ground Lease Agreement.
- c. The Credit Union and the University agree that should the need arise to move the Service Center to another space or building on the campus, both parties shall work collaboratively to affect such a move provided the move is beneficial to both parties. Ent shall bear any costs for moving the Service Center.
- d. The Credit Union agrees to pay University \$12,800 annually for its use of University space for the Service Center and the placement of its ATMs on the campus. Such payment shall be paid by August 31 of each year in advance with the first payment due August 31, 2016 and the final payment due August 31, 2030. Payment shall be made to the University at:

University of Colorado Colorado Springs  
Attention Office of the Vice Chancellor for Administration and Finance  
P.O. Box 7150  
Colorado Springs, CO 80933-7150

- e. Contractor must vacate the service center location within 120 days of this Agreement's termination.
- f. The University shall furnish utilities (primarily heat and electricity).
- g. The Contractor shall:
  - 1.) Abide by all University Center rules and regulations.

- 2.) Coordinate any and all physical modifications of the office space, including signage, with the UCCS Contract Administrator and the Director of the University Center.
  - 3.) Maintain/repair/replace any carpeting and other floor finishes used for floor covering.
  - 4.) Supply/maintain/repair/replace any equipment such as computers, typewriters, office machines, and telephones it needs in order to operate the Service Center.
  - 5.) Assume all responsibility and costs for destruction caused by carelessness.
  - 6.) Deny groups other than Contractor any use of space and shall not assign or sublet the Premises.
  - 7.) Coordinate all security requirements and procedures with the UCCS Police Chief.
- h. Normally, the Service Center shall be staffed and open no less than the normal operating hours of the University Book Store. However, with the concurrence of the University, the Service Center may adjust evening, weekend and semester break hours. Not less than annually, the Contractor and University will discuss the operational hours of the Service Center and work together to address concerns, improvements needed in services, and understand considerations from the Contractor about providing services to the students, faculty and staff under the terms of this Agreement. Authorized UCCS staff may enter the Credit Union Service Center during reasonable hours, for purposes of inspecting the premises, making repairs or improvements to UCCS property. UCCS will notify the Credit Union if Service Center access is required during non-business hours.
  - i. The Service Center will provide free Notary Public Services during Service Center hours for students, faculty and staff upon request, irrespective of whether or not the requestor is a member of the Credit Union.

12. Internships for University Students at Ent.

The Contractor will provide paid student internships annually for University undergraduate or graduate students at the Ent corporate offices. The University will work with the Contractor to identify students with interest in these internships. The University requests an annual report of internships and student participation in Credit Union internship programs. Students participating in the intern program will be considered full or part-time employees of Ent and will be required to adhere to all Ent hiring procedures and operating policies and procedures, to include credit and background checks, and drug testing, and such other procedures as may be required from time to time.

Contractor has the right to decline acceptance of an internship applicant and may terminate any internship agreement if it is determined that the intern has failed to abide by Contractor policies, is deemed a threat to the security or integrity of information, or has knowingly breached the safety and security of physical and information assets or employees.

13. Sponsorship of University Programs

During each year of this Agreement beginning August 1, 2016 through July 31, 2031, payable at the beginning of the annual period with first payment due August 31, 2016 and the final payment due August 31, 2030, the Credit Union will provide a minimum of \$10,000 in sponsorship or similar support to University programs, as follows:

a. KPWE Luncheon Sponsor	\$2,500.00
b. Southern Colorado Economic Forum Sponsor	\$2,500.00
c. Discretionary Sponsorships	\$5,000.00

Ent reserves the right to provide additional support as appropriate to other University programs during the year, with guaranteed total support of no less than \$10,000 in any given calendar year. The Contractor’s sponsorships will be recognized by the University programs in a manner consistent with other sponsors at similar levels of support. Discretionary sponsorships shall be determined annually by Ent in consultation with the UCCS Vice Chancellor for Administration and Finance.

14. Scholarship Support

During each year of this Agreement beginning August 1, 2016 through July 31, 2031, payable at the beginning of the annual period with first payment due August 31, 2016 and the final payment due August 31, 2030, the Credit Union will provide a minimum of \$130,000 in scholarship donations resulting in the naming of student scholars for each contribution, as follows:

a. Two (2) Ent Reach Your Peak Scholars	\$10,000.00
b. Two (2) Ent KPWE Scholars	\$10,000.00
c. Three (3) Ent CLC Scholars/Student Directors	\$15,000.00
d. Five (5) Ent Student-Athlete Scholars	\$25,000.00
e. Five (5) Ent Alumni Association Scholars	\$10,000.00
f. Ent UCCS Athletics Booster Club	\$50,000.00
g. CLC Endowment	\$10,000.00

Ent reserves the right to provide additional scholarship support as appropriate to other University scholarship programs during the year, with guaranteed total support of no less than \$130,000 in any given calendar year.

15. Naming Opportunities – Booster Club

In addition to the scholarship naming designations listed above, for the Term of this Agreement, the University’s Booster Club designation shall be named the “Ent UCCS Athletics Booster Club,” and this designation shall apply to all UCCS Intercollegiate Sports.

16. Financial Education Programs for UCCS University Community members

The Contractor will provide financial education programs to students, faculty, and staff of UCCS. Such programs will be open to all members of the University Community, regardless of status as a participant in the Lion One Credit Union Program.

17. Additional Products and Services offered on Lion OneCard by the University.

The Credit Union understands that the University may use the Lion OneCard to offer other products and services of a non-banking nature to its cardholders. The University agrees that the Credit Union shall have no responsibility, liability or obligation with respect to these products and services, whether provided by the University or by others.

18. Mutual Trademark License

- a. The Credit Union is the owner of certain valuable trademarks, trade names and service marks including but not limited to, “Ent Federal Credit Union®”, “Ent ®”, and “CreditDefender” (“Ent Marks”).
- b. The University is the owner of U.S. Trademark Registrations and Applications for the trademarks University of Colorado, UCCS, Mountain Lions, and the Mountain Lion Logos and has common law rights in the trademarks University of Colorado Colorado Springs and Lion OneCard (“University Marks”), more fully described in Exhibit 4.
- c. Goods and Services means those products and services that constitute the UCCS-Ent Lion OneCard Program, including marketing materials and Visa® Card.
- d. The University grants Ent a non-exclusive, non-assignable, no-charge, worldwide license to use the University Marks for and in connection with the Goods and Services and in furtherance of the aims of this Agreement. For the avoidance of doubt, Ent shall not sublicense its rights to any third party or affiliate nor use the University Marks on or in connection with clothing or other merchandise that is distributed or sold for a fee.
- e. Ent grants the University a non-exclusive, non-assignable, no-charge, worldwide license to use Ent Marks in furtherance of the aims of this Agreement. Use of Ent Marks shall be coordinated through the Ent Marketing Department.

19. Limitations on Trademark Licenses and Reservations of Rights.

- a. Neither Party shall take any action nor fail to take any action the result of which could adversely prejudice the other Party’s interest in its respective marks. All rights not expressly granted herein are reserved. No implied licenses are granted and no license rights are created by implication or estoppel.
- b. All use of the respectively-owned marks, and the goodwill associated with such use of such marks, inures to the benefit of and is on behalf of the owner. To the extent any right, title or interest in and to the respectively-owned marks or in the goodwill associated with the respectively-owned marks are deemed to accrue, the Parties each agree to assign and hereby do assign any and all such rights, title, interest and goodwill, at such time as they may be deemed to accrue, to the granting Party.
- c. Each Party shall obtain the other Party’s consent prior to revising or developing new marketing or promotional materials, or any variation of the other Party’s marks.
- d. Graphic displays of logo, symbols, or other identifying visual devices or features, must be true facsimiles of the original design claimed as the trademark. Art, lettering, and the layout and proportioning of graphic elements in a logo or symbol, even color if claimed, must not be altered, and nothing should be added or deleted from the original design.

20. Default and Termination of the Agreement.

An event of default is:

- a. A proceeding in receivership, liquidation or insolvency commenced against a party or its property, and the same be not dismissed within thirty (30) days; or
- b. A party making any assignment for the benefit of its creditors, becoming insolvent, ceasing to do business as a going concern, or seeking any arrangement or compromise with its creditors under any statute or otherwise; or
- c. A failure by either party to comply with any material obligation under this Agreement, which non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof, provided however, that if the nature of the failure is such that it cannot reasonably be cured within such thirty (30) day period, the cure period shall extend so long as the non-complying party begins to take action to substantially cure the failure within such thirty (30) day period and thereafter pursues such cure to completion with due diligence and in good faith.
- d. If an event of default occurs, the non-defaulting party may then terminate this Agreement by giving written notice to the defaulting party. Except as otherwise specifically stated herein, remedies, as set forth herein, shall be cumulative and there shall be no obligation on the part of the non-defaulting party to compensate the defaulting party.

21. Time is of the Essence.

Whenever a party is required to do or perform a particular act under this Agreement, it is agreed that such party shall endeavor to act in good faith, with time to be of the essence. Both parties will act diligently and use their best efforts to promptly perform their respective obligations under this agreement and shall reasonably cooperate with each other to carry out the acts and intentions expressed within the agreement.

22. Confidentiality.

The University acknowledges and agrees that any and all proprietary or "non-public personal information" (as defined by 12 CFR §716, as amended from time to time) of any Credit Union member conveyed to the University by Credit Union incidental to this Agreement shall be considered confidential information of the Credit Union, and shall not be utilized by the University or disclosed to any third party by the University without the consent of the Credit Union except to the extent necessary to perform, effect or administer any transactions or services contemplated by this Agreement. Furthermore, all such information shall be afforded all of the protections against unauthorized disclosure set forth in the Colorado Uniform Trade Secrets Act, C.R.S. §7-74-101 et. seq. The obligations of the University under this Section 17 shall survive any termination or expiration of this Agreement.

UCCS understands that the Contractor is a financial institution and as such requires adherence with the provisions of "Title V of the Gramm-Leach-Bliley Act ("GLBA"), and the National Credit Union Administration ("NCUA") Privacy Rules, 12 CFR Part 716, and 12 CFR Part 748. The parties to this Agreement, their employees, agents, or subcontractors acting on behalf of the parties will be contractually required to observe the

security and confidentiality requirements of the above referenced regulations. Each party agrees that it shall use commercially reasonable efforts to maintain information and physical security standards that are designed to protect and safeguard confidential information.

UCCS and the Contractor will make available, upon request, current information prepared by an objective third party or an internal audit function to allow verification of compliance with confidentiality obligations pursuant to this Agreement.

Notwithstanding the forgoing, it is expressly understood that the University is a public institution and, as such, is subject to the Colorado Public Records Act, C.R.S. §§ 24-72-101 et seq., and that the University's obligations under this Agreement are expressly subject to the Colorado Public Records Act. Should a request be made of the University for Confidential Information as described in this Agreement under the Colorado Public Records Act, the University shall notify Contractor of the nature, date, and requester of the Confidential Information and shall advise Contractor of the response the University intends to make to the request. Contractor may seek such injunctive or other relief as it shall deem appropriate to prevent the Confidential Information from being disclosed, but the University shall not be required to take any action or delay any proper disclosure pending such relief by Contractor. If the University incurs any cost or expense in connection with an action taken by Contractor to prevent the proper disclosure of such Confidential Information, including the reasonable costs of time of University personnel and/or attorneys' fees, Contractor shall reimburse the University for all such costs and expenses incurred as a result thereof.

a. Confidentiality Breach

The parties acknowledge that Confidential Information is valuable and unique and that disclosure of said information is a material breach of this Agreement, and information disclosure without the written consent of both parties, will result in irreparable injury to its owner. The parties agree that, in the event of a breach of the terms of this confidentiality agreement, the breaching party shall immediately take appropriate action to address the breach and notify the non-breaching party when the possibility of or proven information disclosure exists.

The non-breaching party shall be entitled to an injunction prohibiting any such breach. Any such relief shall be in addition to and not in lieu of any monetary or defined liability limitations in the way of monetary damages.

b. Secure Communications and Storage

UCCS and Contractor, to include all associated subcontractors, will only transmit Confidential Information to each in accordance with defined secure channels and where defined encryption techniques. Parties will store all Confidential Information required as part of this agreement in a secure manner that protects against unauthorized access or compromise.

23. Liability.

The Credit Union agrees that the University shall have no responsibility, liability or obligation with respect to the Lion One Banking Program. The University agrees that the Credit Union shall have no responsibility, liability or obligation with respect to aspects of the Lion OneCard Program that do not involve the Lion One Banking Program services. Notwithstanding the foregoing, each party shall be responsible for their own negligent acts and/or omissions with regard to their performance pursuant to the terms and provisions of this Agreement. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption by the University of a debt, contract or liability of the Contractor in violation of Article XI, Section 1 of the Constitution of Colorado.

24. Representation of Third Parties.

The University and the Credit Union warrant and represent to each other that:

- a. This Agreement and each of the transactions contemplated hereby have been duly authorized by proper governmental or corporate action of the University or the Credit Union and when executed, this Agreement will constitute a binding and enforceable obligation of the University and the Credit Union in accordance with its terms.
- b. The execution of this Agreement and the performance of the obligations hereunder are not in contravention of any provision of any outstanding agreement, or any law or governmental regulation. No consent, approval, authorization or other order of any governmental or public regulatory body is required for consummation of the transactions, duties or obligations contemplated by this Agreement.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with Colorado law, except to the extent federal law may apply.

26. Amendments and Waiver.

This Agreement may not be amended or waived unless such amendment or waiver is in writing and signed by the party to be charged therewith.

27. Entire Agreement.

This Agreement and the Exhibits hereto set forth the entire agreement between the parties and supersedes and replaces any prior written or oral agreements or proposals between the parties.

28. Third Party Beneficiaries.

The Credit Union and the University agree that there are no third party beneficiaries to this Agreement.

29. Force Majeure.

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.

30. Waiver.

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

31. Independent Contractor.

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX AND LOCAL HEAD TAX AND ANY MONIES PAID PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

32. Indemnification.

To the extent authorized by law, and subject to Section 23, "Liability," the Contractor shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.



33. Insurance.

UCCS and the Contractor shall maintain insurance as shown in Exhibit 2, attached hereto and incorporated herein by this reference.

34. Privacy.

- a. The Credit Union is an advocate of consumer privacy. The Credit Union will not sell or share any personal information collected on Lion One Banking program account holders with any outside parties except as provided for in Exhibit 3. The Credit Union limits its data collection to only that which is necessary to manage the accounts cardholders have applied for and have opened.
- b. The Credit Union also ensures that personally identifiable information is used in compliance with the Family and Educational Rights Privacy Act (“FERPA”) as well as other federal privacy laws.
- c. The Credit Union has formulated a comprehensive privacy policy. The Credit Union’s privacy policy notice is posted on its web site and in written account agreements. The current privacy policy notice is attached to this Agreement as Exhibit 3 and incorporated herein by this reference.

35. Notice.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to be given if hand delivered, faxed or mailed by certified mail, return receipt requested.

Unless hereinafter changed by written notice to Contractor, any notice to the University shall be delivered, faxed or mailed to the University at:

University of Colorado at Colorado Springs  
Lion OneCard Program Administration Office  
Attn: Susan Szyrka  
Administration and Finance  
1420 Austin Bluffs Parkway  
DPS-1  
Colorado Springs, CO 80918

Tele: (719) 255-3071  
Fax: (719) 255-3394

Unless hereinafter changed by written notice to the University, any notice to Contractor shall be delivered, faxed or mailed to Contractor at:

Ent Federal Credit Union  
Attention: Barbara Winter  
7250 Campus Drive  
Colorado Springs, Colorado 80920

Tele: (719) 550-6574  
Fax: (719) 388-9065

All notices delivered by hand shall be effective upon delivery and all notices mailed by certified mail, return receipt requested or faxed, shall be effective when received, as indicated on the return receipt or facsimile transmittal.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF COLORADO, A  
BODY CORPORATE**

**Ent FEDERAL CREDIT UNION**

By Pam Shockley-Zalabak

By Randy Bernstein

Pam Shockley-Zalabak

Randy Bernstein

Chancellor

President and CEO

Date 3-31-15

Date 3-31-15

UCCS Reviews/Approvals:

Ent Reviews/Approvals:

Susan Szpyrka

Barbara Winter

Susan Szpyrka  
Vice Chancellor Administration and Finance

Barbara Winter  
Executive Vice President of  
Organizational Resources

Date: 3-31-15

Date: 3-31-15

Jennifer George

Jennifer George  
Associate University Counsel

Date: 3-31-15

## EXHIBIT 1

### TO LION ONE BANKING PROGRAM AGREEMENT BETWEEN ENT FEDERAL CREDIT UNION AND UNIVERSITY OF COLORADO

#### TECHNICAL AND SECURITY REQUIREMENTS

1. The Contractor must ensure that the Lion OneCard is continually compliant with current industry and federal standards and laws as they relate to the usage of the Lion OneCard.
2. The Contractor must provide Information Technology (IT) staff to work with UCCS Information Technology staff during the Term of the Agreement for implementation and on-going help and information, to include direct phone and e-mail access.
3. If Contractor is connecting to the UCCS network, UCCS Information Technology must approve the security configuration and equipment being used prior to any connection occurring.
4. For UCCS students, faculty and staff who voluntarily opt for a Lion OneCard with debit functionality, University staff will provide information to Contractor via an approved technology solution. Contractor is to print Lion OneCards to card printers located within the on-campus credit union Service Center that are on the UCCS network.
5. The Contractor will store a random cross reference number on the UCCS Lion OneCard management system for tying the Lion OneCard with the Visa debit card functionality.
6. The Contractor will be responsible for purchasing, implementing, and controlling a firewall system that will restrict access to and from the Contractor and the University's proprietary networks.
7. The Contractor will be responsible for providing physical security for the on-campus Service Center and all equipment associated with the Visa instant issuance program. This security will include but is not limited to: a digital surveillance system, safe/vault, alarm system, etc.
8. The University will provide the Contractor with the ability for 24x7 access to the Service Center facility or will provide the Contractor with names/phone numbers of University staff that can provide 24x7 access upon request.
9. The University agrees that the Contractor may store UCCS Student/Faculty/Staff ID numbers in the Contractor's system to enable connectivity and reporting between the UCCS Lion OneCard management system and the Visa card system operated by the Contractor. The Contractor agrees to protect and secure this data with the same degree of care as its other financial data. The Contractor further agrees to use this data only in the confines of supporting the UCCS Lion OneCard system and will not share it with third parties.

UCCS will work with Credit Union to ensure security requirements are achieved and maintained and that computer technology and software applications are compatible and remain compatible to the extent necessary to implement and integrated system. As such, each party should report to the other any material changes in technology that directly or indirectly impact the ability to execute the services defined by the Agreement.

## EXHIBIT 2

### STANDARD INSURANCE REQUIREMENTS FOR GOODS AND SERVICES

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

#### COVERAGES REQUIRED

1. Commercial General Liability – ISO most current form. Coverage to include:
  - Premises and Operations
  - Personal / Advertising Injury
  - Products / Completed Operations
  - Liability assumed under an Insured Contract (including defense costs assumed under contract)
    - Broad Form Property Damage
    - Independent Contractors
  
2. Automobile Liability including all:
  - Owned Vehicles
  - Non-owned Vehicles
  - Hired Vehicles
  
3. Workers Compensation
  - Statutory Benefits (Coverage A)
  - Employers Liability (Coverage B)
  
4. Bankers Blanket Bond  
Banker's Blanket Bond including the following coverages:
  - a. Consultants Errors and Omissions or Professional Liability applying to all professional activities performed under the contract at limits of \$2,000,000 per occurrence.
  - b. Bankers Professional Liability Insurance with All Risk coverage for limits of \$2,000,000 per claim.
  - c. Electronic funds Transfer and Computer Fraud Insurance with limits of \$2,000,000 per occurrence.
  - d. Directors and Officers Liability Insurance with limits of \$2,000,000 per occurrence.

COI should reference the following:

- Contract Description:
- Contract Inception/Expiration Date:

For all coverages: Each insurance policy shall be written on an “occurrence” form unless otherwise stated. For coverages purchased on a “claims made” basis, the Contractor warrants continuation of coverage through policy renewals.

**LIMITS REQUIRED**

The Contractor shall carry the following limits of liability as required below:

1. Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Umbrella Liability Coverage	\$ 4,000,000
  
2. Excess General Liability

Each Occurrence Limit	\$ 4,000,000
General Aggregate	\$ 4,000,000
  
3. Workers’ Compensation

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000
	\$ 500,000
	\$ 100,000
  
4. Banker’s Blanket Bond (per occurrence) \$2,000,000

**ADDITIONAL INSURANCE REQUIREMENTS**

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. The Contractor shall provide the University of Colorado a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering University premises.
3. The Contractor shall name **“The Regents of the University of Colorado, a body corporate and its member officers, employees, agents and volunteers”** as an Additional Insured as respects general liability policy. Additional insured coverage to provide all claim, defense and related expenses arising out of the performance of the ongoing or completed work or products or other activities, regardless of whether those claims arise out of the sole or partial negligence or acts or omissions, as allowed by law. These obligations survive the completion or termination of this agreement.
4. Upon request by the University, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A Separation of Insureds Clause must be included in general liability policies.
7. A waiver of subrogation in favor of the University as respects to Workers’ Compensation.

8. The Contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.
9. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A VII.
10. Provide a minimum of 30 days advance written notice to the University for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

**Non-Waiver**

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

**Mutual Cooperation**

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

**EXHIBIT 3**

TO LION ONE BANKING PROGRAM AGREEMENT BETWEEN  
ENT FEDERAL CREDIT UNION AND  
UNIVERSITY OF COLORADO

Ent Federal Credit Union Privacy Notice (insert PDF)



**EXHIBIT 4**

THE UNIVERSITY OF COLORADO  
Registration Nos. 1,646,082 and 3,912,904

UCCS  
Registration No. 4,624,636

MOUNTAIN LIONS  
Registration No. 2,736,158  
Application No. 86/456,360

MOUNTAIN LIONS UNIVERSITY OF COLORADO AT COLORADO SPRINGS



Registration No. 2,739,815

Lion Head Logo



Registration No. 4,624,641

UNIVERSITY OF COLORADO COLORADO SPRINGS  
Common Law

LION ONE CARD  
Common Law



Rev. 12/31/2014

## FACTS

### WHAT DOES ENT FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and payment history</li> <li>■ transaction or loss history and credit history</li> </ul>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Ent Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ent Federal Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call (719) 574-1100 or 800-525-9623 to limit our sharing <b>or</b></li> <li>■ Email: <a href="mailto:Service@Ent.com">Service@Ent.com</a></li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call (719) 574-1100 or 800-525-9623 or email <a href="mailto:Service@Ent.com">Service@Ent.com</a>
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Who we are	
<b>Who is providing this notice?</b>	Ent Federal Credit Union
What we do	
<b>How does Ent Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Ent Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ open an account or make deposits or withdrawals from your account</li> <li>■ apply for a loan or give us your income information</li> <li>■ use your ATM or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Our affiliates include companies with a common corporate identity, such as the Ent Insurance Group.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Nonaffiliates we share with can include financial service providers, such as mortgage, insurance, securities, trust and direct marketing companies and non-profit organizations.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include credit card companies.</li> </ul>