

CONTRACT FOR BANKING SERVICES

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

CONTRACT

Be it known that on the 1st day of September, 2017 NORTHWESTERN STATE UNIVERSITY (hereinafter sometimes referred to as "State" and "NSU") and Bank of Montgomery (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

All mandatory terms and conditions of RFP 18-0001 "BANKING SERVICES" which are included herein by reference. If any conflicts existing between the Mandatory conditions of the RFP and the Proposal, the mandatory terms of the RFP shall prevail.

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this Agreement or any contract entered into as a result of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

PAYMENT TERMS

The Contractor shall receive payment in accordance with the terms and conditions of the RFP.

DELIVERABLES

Contractor shall deliver the services proposed in accordance with the mandatory conditions of the RFP and the Contractor's proposal.

TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 72-0124970

TERMINATION OF THIS AGREEMENT

TERMINATION OF THIS AGREEMENT FOR CAUSE – NSU may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that NSU shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then NSU may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of NSU to comply with the terms and conditions of this agreement, provided that the Contractor shall give NSU written notice specifying NSU's failure and a reasonable opportunity for NSU to cure the defect.

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – NSU may terminate this Agreement at any time by giving sixty (60) days written notice to contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

