



PARTICIPATION AGREEMENT FOR POSTSECONDARY EDUCATIONAL INSTITUTIONS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of Virginia, and the undersigned postsecondary educational institution ("Institution") agree as follows

NATIONAL STUDENT CLEARINGHOUSE

	Institution
Signature	OPEID (leave blank if unknown)
Ricardo D. Torres	
Print Name	Signature Date
President	Print Name
Title	Title (Legal Notices will be sent to this Individual)
Date	Street Address
www.studentclearinghouse.org	City/State/Zip
	Telephone
	Email

The terms of this agreement incorporate Paragraphs 1 through 17 attached and Exhibits for the following services:

Degree Verify	Initial: _____	_____
	NSC	Institution
Electronic Transcript Exchange	Initial: _____	_____
	NSC	Institution
Transcript Ordering	Initial: _____	_____
	NSC	Institution
Student SelfService	Initial: _____	_____
	NSC	Institution
with Meteor	Initial: _____	_____
	NSC	Institution

PARTICIPATION AGREEMENT FOR POSTSECONDARY EDUCATIONAL INSTITUTIONS

1. The Clearinghouse provides a nationwide, central repository for information on the enrollment status of postsecondary education students.
2. Institution wishes to use the following services of the Clearinghouse to assist in the functions as described below and in the Exhibits attached hereto and made part hereof. Individual attachments may be added, deleted or modified by mutual written agreement.

A. Enrollment Reporting (Formerly Core Service)

Under the Federal Family Education Loan Program and/or the Federal Direct Student Loan Program, the Institution reports information on the enrollment status of its students to various lenders, servicers, guaranty agencies, and the U.S. Department of Education. All agencies and organizations to which the Institution reports student enrollment information as described in the previous two sentences are "Eligible Requestors." The Institution hereby appoints the Clearinghouse its agent for purposes of reporting information on the enrollment status of its students to Eligible Requestors.

The Institution shall provide to the Clearinghouse on a mutually agreeable schedule an electronic listing containing the enrollment status of all its students. The listing shall contain the data elements, and be in such format, as reasonably required by the Clearinghouse. The listing shall indicate which students have blocked the release of "directory information" under the Family Education Rights and Privacy Act ("FERPA"), compliance with which is discussed in more detail below.

Eligible Requestors from time to time will provide to the Clearinghouse listings of borrowers and other financial aid recipients. The Clearinghouse will compare these lists to the student enrollment information submitted by the Institution and provide Eligible Requestors with updated enrollment information on behalf of the Institution. The timing and content of disclosures to Eligible Requestors shall conform to applicable Federal and guaranty agency regulations

The Institution will promptly refer to the Clearinghouse all requests it receives from Eligible Requestors for certification of a borrower's enrollment status except for requests relating to periods of enrollment prior to the date of the Institution's participation in the Clearinghouse. The Clearinghouse shall return to the Institution any requests for enrollment certification that requires data that predate the Institution's participation in the Clearinghouse and any requests that require data not supplied by the Institution to the Clearinghouse. The Clearinghouse shall use its best efforts to respond to requests within 14 calendar days of receipt of the request, or 21 days if the request is not in an automated format.

B. Enrollment Verify

- i. Enrollment Reporting to Other Educational Institutions and Educational Agencies and Organizations

Educational institutions seeking to comply with the reporting requirements of the Student Right to Know Act and the IPEDS Graduation Rate Survey or conducting institutional research may provide listings to the Clearinghouse of individuals who attended or applied for admission to the institution. The Institution may also report enrollment information to the Federal Carl D. Perkins Loan Program and various state/private loan, scholarship and grant programs. Educational agencies and organizations (such as the U.S. and various State Departments of Education, Higher Education Coordinating and Governing Boards, State and local educational authorities, and other educational organizations) seeking to conduct research may provide listings to the Clearinghouse

of individuals for whom they seek postsecondary enrollment information. The Clearinghouse will compare these lists to the enrollment information submitted by the Institution and provide the requestor with updated enrollment information without charge to the Institution.

ii. Enrollment Reporting to Organizations Providing Student-Based Services

(a) Organizations that provide insurance, credit cards, computer hardware and software, travel benefits, and other products and services based on an individual's status as an enrolled student, or employers seeking to employ enrolled students, may contact the Clearinghouse to verify an individual's enrollment. The Clearinghouse will provide ongoing updated enrollment information on behalf of the Institution provided that the requestor certifies that the student has applied for or received products, services, or employment that depends on verification of enrollment. Unless the requestor certifies that the individual has provided a signed and dated written consent to release the specified information, the Clearinghouse will release only information that the Institution has designated "directory information" under FERPA and that the student has not blocked from release.

(b) The Clearinghouse will not charge the Institution to verify enrollment for organizations providing student-based services or employment.

3. Acting as agent for the Educational Institution, the Clearinghouse will provide timely responses to all Requestors based exclusively on data and instructions provided by the Educational Institution and in accordance with FERPA requirements. Both parties to this agreement will institute reasonable and customary controls to ensure that the information provided by each is accurate. The Educational Institution agrees to submit the data elements and format for degree verification as reasonably required by the Clearinghouse after consultation with the Educational Institution.
4. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination of the information exchanged hereunder including, but not limited to, The Higher Education Act and related federal regulation, FERPA and related federal regulation, Gramm-Leach-Bliley and related federal regulation and any applicable state laws concerning the privacy and security of the information to be shared hereunder. The Clearinghouse will maintain an information security program including technological, a copy of which will be available to Institution on request. Such program will include technical and operational safeguards as required under the above referenced laws.

Institution will maintain appropriate security policies and procedures concerning the access of its staff to the password protected areas of the Clearinghouse website.

In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this agreement that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised and the action taken. The parties will cooperate and keep each other fully informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.

5. The Clearinghouse will not release any personally identifiable information except as specifically provided under this Agreement, including Exhibits. The Clearinghouse agrees to maintain a historical record of all data exchanges with any other recipients authorized under the Exhibits. The Clearinghouse agrees to maintain a detailed record of each verification request that is attempted or completed ("request record"). The Clearinghouse will maintain the request record

for Enrollment Reporting, Enrollment and Degree verification on its secure Web site for review at any time by the Educational Institution

6. The Clearinghouse agrees to indemnify and hold the Institution harmless from any loss, cost, damage or expense suffered by the Institution as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The parties agree that the Clearinghouse relies solely on the Institution's enrollment information in responding to authorized verification requests under this Agreement, including Exhibits, and is not responsible for any errors, actions, or omissions by the Institution.
7. Notwithstanding any other provisions of this Agreement, the Clearinghouse agrees that it shall, to the extent required by applicable law or regulation, be jointly and severally liable with the Institution to the Secretary of Education for any violation by the Clearinghouse of any statutory provision of or applicable to Title IV of the HEA, and any regulatory provision prescribed thereunder that specifically affects the responsibilities the Clearinghouse is performing for the Educational Institution, and for any violation by the Clearinghouse of any applicable special arrangement, agreement, or limitation entered into by the Clearinghouse relating to such responsibilities.
8. The Clearinghouse represents and warrants that it is able to enter into this agreement and not restricted from providing third party services under the Higher Education Act [34 CFR Section 668.25(d)] because of limitations, suspension, termination, excessive audit findings or similar violations as determined by the Department of Education.
9. To the extent required by applicable law or regulation, the Clearinghouse shall refer to the Office of Inspector General of the U.S. Department of Education for investigation any information indicating there is reasonable cause to believe that (i) the Institution might have engaged in fraud or other criminal misconduct in connection with its administration of any Title IV, HEA program or (ii) an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application
10. In the event this Agreement is terminated for any reason or if the Clearinghouse ceases to provide services hereunder, goes out of business, or files a petition under the Bankruptcy Code, the Clearinghouse agrees to immediately return to the Institution all records obtained from or prepared for the Institution in the possession of the Clearinghouse that are not duplicative of records in the possession of the Institution, including without limitation those records that may pertain to the Institution's participation in any Title IV, HEA program after all retention requirements for federal, state and local audits have expired . The Clearinghouse may retain or release information received from the Institution or Requestor under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information.
11. The Clearinghouse agrees to maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
12. To the extent necessary to perform the services herein and in the attached Exhibits, Institution designates the Clearinghouse as its agent under applicable law to perform the services specified. The designation of agency is specifically limited to these roles and the Clearinghouse will not have authority to act as agent except in the specified areas. This agreement is not intended to create a broader agent-principal relationship, partnership or joint venture. Neither party has the power to bind the other.
13. Nothing in this agreement gives either party any rights in the intellectual property of the other including, but not limited to, copyrights, trademarks, patents and trade secrets. Neither party is

granted a license in the intellectual property of the other, specifically including but not limited to trade secrets, patents, trademarks or copyrights. Upon termination of this agreement, Institution will promptly discontinue use of any business methods, software or similar technology it may have acquired from the Clearinghouse during the term hereof.

14. All official notices under this Agreement to Institution will be provided to the Individual executing this agreement on the face hereof. Official notices to the Clearinghouse shall be provided to:

National Student Clearinghouse
2300 Dulles Station Boulevard, Suite 300
Herndon, Virginia 20171
Attn: Vickie Graham, Contract Administrator
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234

Notices will be provided by certified mail, return receipt requested, or by commercial delivery services with return receipt. Notices will be effective as of the receipt date.

15. The Clearinghouse will not charge the Educational Institution for services provided under this Participation Agreement.

The Clearinghouse may charge requestors a nominal administrative fee to provide the services and information the Institution has permitted it to perform under this agreement. The Educational Institution may elect to impose an additional surcharge for requestors on certain transactions that will be rebated in full to the Educational Institution.

Institution certifies that it is tax exempt. Institution will provide the Clearinghouse with a copy of its tax exemption certificate on signing of this agreement.

16. This agreement is subject to applicable federal law and regulation. In the event of a modification of such federal law or regulation, the terms of this agreement shall be modified as of the effective date of such change.

17. The effective date of this Agreement is the date that it is signed by the Institution. This Agreement shall remain in effect until terminated. Either party to this Agreement may terminate its obligations hereunder with or without cause and without penalty by giving sixty (60) days written notice to the other party. This Agreement, including Exhibits, may be amended only by the mutual written agreement of the parties.



Your Enrollment Reporting Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please print or type)

Title

Telephone

Email

SAMPLE



Exhibit A
PARTICIPATION AGREEMENT FOR
POSTSECONDARY EDUCATIONAL INSTITUTIONS

DegreeVerify

1. Employers, employment agencies, background checking firms, and others that require confirmation of enrollment and/or degree status (“Employers”) may contact the Clearinghouse to verify information about individuals’ degrees and educational achievements contained in our DegreeVerify (“DV”) service as well as updated enrollment information contained in our EnrollmentVerify service. Schools, departments and boards of education, state and local educational authorities, and similar organizations (“Educators”) may also contact the Clearinghouse to obtain information about individuals’ degrees, enrollments and other educational achievements attained outside of their own institutions. The Educational Institution hereby appoints the Clearinghouse its agent for purposes of verifying degree and enrollment information for authorized Employers and Educators (“Degree Requestors”).
2. Unless a requestor certifies that the student has provided a signed and dated written consent to release the specified information, the Clearinghouse will verify only information that the Educational Institution is permitted to designate and disclose as “directory information” under FERPA and that the student has not blocked from release.
3. During the term of this Agreement only, the Educational Institution agrees to direct to the Clearinghouse all Degree Requestors seeking to verify educational enrollment, degrees and achievements except when the Educational Institution decides to respond to the request itself.

Your DegreeVerify Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please print or type)

Title

Telephone

Email



**Exhibit B
PARTICIPATION AGREEMENT FOR
POSTSECONDARY EDUCATIONAL INSTITUTIONS**

Electronic Transcript Exchange

1. The Clearinghouse provides an Electronic Transcript Exchange (“ETX”) system and service to facilitate the electronic exchange of transcript files between participating organizations. The system provides registration and verification of participants, protocols for securely sending and receiving files, logging of file transmissions, and electronic notification.
2. The Institution has appointed the Clearinghouse its agent for purposes of reporting student enrollment information to participants in the student loan programs and to other authorized requestors in accordance with the Core School Participation Agreement. The Institution hereby appoints the Clearinghouse as its agent for purposes of electronic transcript transmissions in accordance with this Agreement and may use the Clearinghouse’s ETX service to facilitate the sending and/or receiving of transcripts through electronic means with other Clearinghouse participants who have formally agreed to participate in the ETX service. The Institution agrees to send and/or receive transcripts in an electronic format that is acceptable to the Clearinghouse and other ETX participants.
3. The Clearinghouse agrees to electronically notify the sending Institution that the electronic transcript has been received by the Clearinghouse, and electronically notify the receiving Institution when the electronic transcript has been placed in their mailbox, indicating how they can retrieve the document. The Clearinghouse does not store or maintain copies of the transcript in its database.
4. Institution must complete the attached ETX Profile Set-up Form.

Your Electronic Transcript Exchange Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please print or type)

Title

Telephone

Email



**Exhibit B (attachment)
PARTICIPATION AGREEMENT FOR
POSTSECONDARY EDUCATIONAL INSTITUTIONS
ELECTRONIC TRANSCRIPT EXCHANGE**

ETX Profile Setup Form

School Name *(please print or type)* _____

School Code _____

Person Completing Form
Name _____
Title _____
Phone _____
Email _____

Technical Contact
Name _____
Title _____
Phone _____
Email _____

Secure FTP Mailbox Setup: Indicate the departments that require separate secure FTP mailboxes for sending and/or receiving electronic transcripts. Please copy this form to request more than three mailboxes.

Department Name	Allow to SEND transcripts? <i>(check one)</i>	SEND file formats <i>(check all that apply)</i>	Allow to RECEIVE transcripts? <i>(check one)</i>	RECEIVE file formats <i>(check all that apply)</i>	List of email addresses that should receive file notification emails <i>(attach separate sheet, if necessary)</i>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	_____ _____ _____
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	_____ _____ _____
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> EDI <input type="checkbox"/> PDF <input type="checkbox"/> XML <input type="checkbox"/> Other: _____	_____ _____ _____



Exhibit C
PARTICIPATION AGREEMENT FOR
POSTSECONDARY EDUCATIONAL INSTITUTIONS

Transcript Ordering

1. Under this Agreement, an Institution's current and former students ("Requestors") may request an official academic transcript through the Clearinghouse Transcript Ordering ("TO") service. The TO service will:
 - a. Collect those data elements required by the Institution to submit a valid transcript request.
 - b. Collect and archive for a period of 2 years, a signed and dated consent form, where required by the Institution, specifying the Requestor, purpose of request and recipient information.
 - c. Make completed transcript orders available to the Institution at a mutually agreeable interval, either through file transfer or online web query.
 - d. Collect all fees required by the Institution and remit those fees to the designated Institutional representative within 10 days of the last day of the month.
2. The Institution agrees to accept Clearinghouse transcript orders as official requests, providing fulfillment priority equivalent to those requests received directly by the Institution. The Institution also agrees to promote the TO service to current and former students by a) adding a link to their transcript ordering web page(s) and providing placement and presentation comparable with industry best practices as determined by Clearinghouse staff and b) promoting through recorded messages, referrals and other techniques. The Institution further acknowledges and agrees that the TO service and the collection of fees are dependent upon the timely update of a status field by an authorized representative of the Institution. Without the status update, the Clearinghouse will be unable to collect the fees due the Institution.
3. The Clearinghouse agrees to maintain a detailed record of each transcript request that is attempted or completed ("request record"). The Clearinghouse will maintain the request record at its web site for review at any time by the Institution.
4. The Clearinghouse will not charge the Institution for services provided under this Agreement. The Clearinghouse may charge each Requestor a nominal order-processing fee as specified in the then current Transcript Ordering Schedule of Fees. These fees are subject to change with 30 days advance notice. The Institution will not apply any non-standard surcharges for those requests received through the TO service.

5. The Clearinghouse acts as agent for the Institution in the collection and release of transcript order information under this Agreement. The Clearinghouse agrees to provide a copy of the Requestor's consent form to the Institution upon request if the consent form was submitted within the archival period specified in section 2.b.
6. The Clearinghouse will not retain or release personally identifiable information provided by the Institution or Requestor except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the Institution or Requestor under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information.
7. The Institution retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any collegiate information that has been provided to it by the Institution. The Clearinghouse will destroy all information provided under this Agreement upon receipt of a written request of the Institution and after all retention requirements for federal, state and local audits have expired.

Your Transcript Ordering Service Implementation Contact

If we should contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please or type)

Title



Exhibit D

Student Self-Service Agreement for Educational Institutions

1. The Clearinghouse provides Student Self-Service (“SSS”), a web-based application that enables the Institution to provide its students with a wide range of Clearinghouse services, including, but not limited, to enrollment and student loan-related services.
2. The Institution hereby appoints the Clearinghouse as its agent for purposes of providing student electronic access to SSS in accordance with this Agreement and may use the Clearinghouse’s SSS application to provide the Institution’s students with Clearinghouse services.
3. In consideration of the SSS service provided, the Institution agrees to participate in the Clearinghouse Enrollment Reporting, DegreeVerify, and EnrollmentVerify services.
4. The Institution will adhere to generally-accepted best practice standards related to information security. The Institution will have a comprehensive control framework based upon generally accepted best practices utilizing a standard set of controls, such as COBIT or ISO17799. These practices are meant to include, but are not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels, and limitation of physical access to the Institution’s confidential information. Upon the reasonable request of the Clearinghouse, the Institution will disclose and review said policies, procedures and practices with the Clearinghouse.
5. The Institution’s authentication procedures will verify the identity of students so that the numeric identifier can be passed to and used by the SSS application. The Institution will follow established policies, procedures and practices to protect against unauthorized access to, use of, or data confirmed through SSS. The Institution agrees that the Clearinghouse will not be responsible for actions, errors, or omissions of the Institution.
6. The Institution will maintain procedures reasonably designed to protect the confidentiality of any and all security code(s), private key(s), password(s), and/or user identification code(s) of students whose identity is authenticated by the Institution and request access to data through SSS.
7. The Institution certifies that it is currently in and shall remain in compliance with the National Institute of Standards and Technology (NIST) Electronic Authentication Guidelines for Identity Authentication Assurance Level 1 for authenticating SSS users. The Clearinghouse reserves the right to terminate access to SSS if the institution’s authentication policy does not meet the requirements for NIST Level 1 authentication. The Clearinghouse will maintain security in a manner no less rigorous that that expected by Institution hereunder.

8. The Clearinghouse reserves the right to terminate access to SSS upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection. The Institution will, upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection, immediately terminate SSS connectivity. The Institution will immediately report said occurrence to the Clearinghouse. The Institution will work with the Clearinghouse to remediate the breach (or anticipated breach) and will restore connectivity only after the Institution and the Clearinghouse agree that such breach or threat will not occur (or reoccur).

Your Student Self-Service Implementation Contact

If we should need to contact someone else at your institution other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please print or type)

Title

Telephone

Email



Exhibit D – Part 2 Student Electronic Access Agreement for Educational Institutions (Student Self-Service)

Optional Addendum for Meteor Real-Time Loan Detail Access

The following provisions are incorporated in The Student Electronic Access Agreement (“Agreement”), between the National Student Clearinghouse and the Educational Institution (“Institution”) with the addition of the terms and conditions set forth below for the provision of providing Meteor real-time loan detail access for students.

1. The Clearinghouse provides Student Self-Service (“SSS”), a web-based application that enables the Institution to provide its students with a wide range of Clearinghouse services including, but not limited to, enrollment and student loan-related services.
2. The Meteor Network (“Meteor”) is the result of a collaborative effort to provide financial aid professionals, students and others with online aggregated financial aid award information from various industry participants using Meteor software.
3. SSS provides students with access to LoanLocator, which provides information about the holders of student loans and Meteor real-time loan detail information from Meteor data provider participants.
4. Meteor requires participants providing access to Meteor to be compliant with National Institute of Standards and Technology (NIST) Electronic Authentication Guidelines for Identity Authentication Assurance Level 2.
5. The Institution certifies that they are currently in and shall remain in compliance with the National Institute of Standards and Technology (NIST) Electronic Authentication Guidelines for Identity Authentication Assurance Level 2 for authenticating SSS users.
6. In order to assure Meteor that the Institution is in compliance with NIST Authentication Assurance Level 2, Institution will provide Clearinghouse with the following details regarding the Institution’s student authentication policy. The Institution agrees to provide 30 days advance notice of a change in its authentication policy to the Clearinghouse. The Clearinghouse reserves the right to terminate access to SSS if the Institution’s authentication policy does not comply with NIST Authentication Assurance Level 2.
7. Institution must complete the attached Required Information form.

If passwords are used in your authentication procedures, describe how they are selected, assigned and delivered to new users. Describe the methods you use to assign and deliver passwords. For example, are they self assigned by the user online, assigned by you and delivered to the user via email or via the U.S. Postal Service, etc?

What information do returning users enter to gain access? After an account has been established with the user, what information is required from the user in order for the user to gain access to your system?
