



National Student Clearinghouse DegreeVerify Agreement for Educational Institutions

1. The National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”), provides a nationwide, central repository of information on postsecondary student enrollment and educational achievements. The Clearinghouse and the undersigned Educational Institution agree to the terms and conditions set forth in this DegreeVerify Agreement (“Agreement”).
2. The Educational 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 Service Agreement. Under this DegreeVerify Agreement, employers, employment agencies, background checking firms, and others that require confirmation of enrollment and/or degree status (“Requestors”) may contact the Clearinghouse to verify information about individuals’ degrees and educational achievements contained in our DegreeVerify 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 (“Requestors”).
3. Under this Agreement, the Clearinghouse will also provide updated enrollment information on behalf of the Educational Institution to organizations (“Requestors”) that provide health insurance, discounted software products, credit, travel benefits, and other products and services based on an individual’s status as an enrolled student. The Clearinghouse will require that Requestors certify 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 Educational Institution has designated “directory information” under FERPA and that the student has not blocked from release.
4. 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. Acting as agent for the Educational Institution, the Clearinghouse will provide timely responses to authorized Requestors based exclusively on data and instructions provided by the Educational Institution and in accordance with FERPA requirements. 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.
5. During the term of this Agreement only, the Educational Institution agrees to direct to the Clearinghouse all Requestors seeking to verify educational enrollment, degrees and achievements except when the Educational Institution decides to respond to the request itself.
6. 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 on its secure Web site for review at any time by the Educational Institution.

7. The Clearinghouse will not charge the Educational Institution for services provided under this Agreement. In addition, the Clearinghouse will waive its normal charges for processing Perkins and private loan enrollment verification forms for the Educational Institution so long as it authorizes the services provided under this agreement. The Clearinghouse may charge each Requestor a nominal transaction fee to cover operating costs. The Educational Institution may elect to impose a surcharge on each transaction that will be rebated in full to the Educational Institution.
8. The Educational Institution will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The Educational Institution agrees that the Clearinghouse will not be responsible for actions, errors, or omissions of the Educational Institution.

The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable laws. The Clearinghouse agrees to indemnify and hold the Educational Institution harmless from any direct loss, cost, damage, or expense suffered by the Educational Institution as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

The parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including FERPA and other laws concerning the privacy and confidentiality of information and records.

9. The Clearinghouse acts as agent for the Educational Institution in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally-identifiable information provided by the Educational Institution, except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the Educational Institution under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information.

The Educational 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 Educational Institution. The Clearinghouse will destroy all information provided under this Agreement upon receipt of a written request from the Educational Institution and after all retention requirements for federal, state and local audits have expired.

10. The Educational Institution agrees to provide all notices under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Boulevard, Suite 300
Herndon, VA 20171
Attention: Vickie Graham, Contract Admin.

The Clearinghouse agrees to provide all notices under this Agreement to the Educational Institution to the signatory and address below, unless otherwise instructed in writing by the Educational Institution. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to degree and enrollment verifications unless otherwise instructed in writing by the Educational Institution.

11. The parties agree that all rights and obligations under this Agreement shall be interpreted, governed, and enforced under the laws of Virginia, without giving effect to its choice or conflicts of law provisions.
12. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement remains in effect until either party terminates it by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing.
13. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

NATIONAL STUDENT CLEARINGHOUSE

	Institution
Signature	OPEID (leave blank if unknown)
Ricardo D. Torres	
Print Name	Signature Date
President	Print Name
Title	Title
Date	Street Address
www.studentclearinghouse.org	City/State/Zip
	Telephone
	Email

Your 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