SCHOOL PARTICIPATION AGREEMENT FOR NATIONAL STUDENT LOAN CLEARINGHOUSE

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

1. The Clearinghouse provides a central repository for information on the enrollment status of students attending education institutions participating in the Clearinghouse.

2. Under the Federal Family Education Loan Program and the Federal Direct Student Loan Program, the Educational Institution reports enrollment status information on students enrolled at the Educational Institution to various lenders, servicers, guaranty agencies, and the U.S. Department of Education. The Education Institution may also choose to use the Clearinghouse to make enrollment reports to the Carl D. Perkins Loan Program and various state/private loan, scholarship and grant programs. All agencies and organization described in the previous two sentences are referred to herein as “Eligible Requestors.” The Educational Institution hereby appoints the Clearinghouse as its agent for the purposes of reporting information on enrollment status of students to Eligible Requestors.

3. The Education 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 date elements, and be in such format, as reasonably required by the Clearinghouse after consultation with the Education Institution. The listing shall indicate which students have requested that their names and/or date of attendance be withheld.

4. Eligible Requestors from time to time will provide to the Clearinghouse listing of students. The Clearinghouse will compare these lists of students to the enrollment status information of those students as they appear on the listing submitted by the Educational Institution. On behalf of the Education institution, the Clearinghouse will provide Eligible Requestors with updated enrollment status information. Such disclosures shall contain such information as, and be made no less frequently than, required under federal and guaranty agency regulations.

5. The Educational Institution will promptly refer to the Clearinghouse all requests it received from an Eligible Requestor for enrollment status information of students, except for requests relating to status that cover period of enrollment prior to the date of the Education Institution’s participation in the Clearinghouse. The Clearinghouse shall return to the Educational Institution any requests for enrollment certification which require data that predates the Educational Institution’s participation in the Clearinghouse and any requests that required date not supplied by the Educational Institution to the Clearinghouse. The Clearinghouse shall use best efforts to respond to requests within 14 calendar days of receipt of the request (21 days if the requests is not in an automated format).

6. In addition to the services described above, the Educational Institution authorizes the Clearinghouse to provide the services described in Attachment I, which is hereby incorporated as part of this Agreement. Attachment I may be revised from time to time by mutual agreement of the parties.
7. In Consideration of the enrollment status reporting services provided by the Clearinghouse on behalf of the Educational Institution, The Educational Institution shall pay to the Clearinghouse fees in accordance with the attached fee schedule, or such other fees schedules as in mutual agreed upon. Payment of fees shall be made by the Education Institution within 30 days of receipt of a bill from the Clearinghouse.

8. The Education Institution will institute reasonable controls to ensure that enrollment status information provided to the Clearinghouse is correct and accurate.

9. The Clearinghouse will institute reasonable controls to ensure that enrollment status information it receives from the Educational Institution is only shared with Eligible Requestors. The Clearinghouse has no authority to make any disclosures of any education record information which it receives from the Educational Institution other than the disclosures described in this Agreement (including Attachment I).

10. All disclosures of information submitted by the Educational Institution will be made to a party and for a purpose authorized by the Family Educational Rights and Privacy. The Clearinghouse shall maintain a historical record of all data changes with Eligible Requestors and the Educational Institution.

11. The Clearinghouse hereby agrees to indemnify and hold the Educational Institution harmless from any loss, cost, damage or expense suffered by the Educational Institution as a direct result of the Clearinghouse’s failure to comply with its obligations provided for in this agreement.

12. In performing its obligations under this Agreement, the Clearinghouse agrees to comply with all statutory provisions of or applicable to Title V of the Higher Education Act (“HEA”), and all regulatory provisions prescribed thereunder, which specifically affect the responsibilities the Clearinghouse is performing for the Education Institution and all special arrangements, agreements, limitation, suspensions, and terminations entered into by the Clearinghouse relating to such responsibilities.

13. 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 Educational 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 which 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.

14. The Clearinghouse represents and warrants that the Clearinghouse is not restricted by 34 CFR Section 668.25(d) from entering into the Amendment or the Agreement.

15. To the extent required by applicable law or regulation, the Clearinghouse shall refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that (i) the Educational Institution might have engaged in fraud or other criminal misconduct in connection with the Educational Institution’s 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.
16. 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 Educational Institution all records obtained from or prepared for the Educational Institution in the possession of the Clearinghouse which are not duplicative of records in possession of the Educational Institution, including without limitation those records that may pertain to the Educational Institution’s participation in any Title IV, HEA program.

17. The Clearinghouse hereby agrees to maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars ($2,000,000.00).

18. All official notices under this agreement to the Clearinghouse shall be provided to:

   National Student Loan Clearinghouse
   2191 Fox Mill Road, Suite 300
   Herndon, VA 20171-3019
   Attention: President

19. All official notices under this agreement to the Educational Institution shall be to the signatory and address below, unless otherwise instructed in writing by the Educational Institution.

20. This agreement shall continue until terminated. Either party to this agreement may terminate its obligations hereunder by giving sixty (60) days notice to the other party. This agreement may be amended by the mutual agreement of parties.

NATIONAL STUDENT
LOAN CLEARINGHOUSE

Name of Educational Institution

Signature ____________________________

Print Name __________________________

Title _______________________________

Date ________________________________

Street Address _______________________

City/State/Zip ________________________

Signature ____________________________

Print Name __________________________

Title _______________________________

Date ________________________________

Street Address _______________________

City/State/Zip ________________________
ADDITIONAL AUTHORIZED SERVICES

The National Student Loan Clearinghouse and the educational institution listed below (the “Educational Institution”) agree to amend their current application agreement to add the additional services below:

1. Enrollment Reporting to Other Educational Institutions

Other 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, from time to time, provide listings to the Clearinghouse of students who applied from admission to, or previously attended, such other educational institution. On behalf of the Educational institution, the Clearinghouse will compare these lists of students to the enrollment status information of those students as they appear on the listing submitted by the other educational institution. The Clearinghouse will provided updated attendance information, unless the most recent listing provided by the Educational Institution indicates that the student’s name and/or dates of attendance should be withheld.

2. Enrollment Reporting to Education Agencies and Organizations.

Education agencies and organizations (including but not limited to the U.S. Department of Education, Higher Education Coordinating Boards, Higher Education Governing Boards, and the NCAA) seeking to perform research may, from time to time, provide listings to the Clearinghouse of individuals for whom they seeks enrollment information. The Clearinghouse will compare these listing to the enrollment status information of those individuals as they appear on the listings submitted by the Educational Institution. On behalf of the Educational Institution, the Clearinghouse will provide updated attendance information, unless the most recent listing provided by the Educational Institution indicates that the student’s name and/or dates of attendance should be withheld.
NATIONAL STUDENT LOAN CLEARINGHOUSE

SCHEDULE OF FEES FOR SCHOOLS

Published July 1, 1998 and Effective Until Further Notice

Basic Service

Federal Family Education Loan Program
  SSCRs for guaranty agencies and the NSLDS No Charge
  Deferment forms, enrollment verifications No Charge

Federal Direct Student Loan Program
  SSCRs through the NSLDS No Charge
  Deferment forms, enrollment verifications No Charge

Other Programs
  Electronic reports made to other Eligible Requestors No Charge

Secure Web Access to School and Student Specific Data No Charge

Optional Service

Processing of Perkins Loan Deferments, Private Loan
  Deferments and Various Requests from Scholarship
  Grant, and Other Paid Programs $1.50 per Certification, or
  unlimited Certifications for an annual fee equal to
  school’s enrollment times
  four (4) cents, payable in
  Advance.

EnrollmentSearch (formerly TransferTrack)
  Reports provided to your institution on the
  Subsequent enrollment activities of your
  Former students or applicants Annual fee equal to the
  school’s enrollment times
  six (6) cents, payable in
  advance, with a minimum
  annual charge of $150.00

Footnote: For purpose of cost-reimbursement, enrollment is equal to the
Unduplicated headcount for the prior academic year.