



Transcript Ordering Agreement for Educational Institutions

1. The National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”) and the undersigned Educational Institution (“Institution”) agree to the terms and conditions set forth in this Transcript Ordering Agreement (“Agreement”).
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 basic School Participation Agreement. Under this Agreement, an Institution’s current and former students (“Requestors”) may request an official academic transcript through the Clearinghouse Transcript Ordering service. The Transcript Ordering 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.
3. 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 Transcript Ordering 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 Transcript Ordering 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.
4. 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.
5. 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 Transcript Ordering service.
6. The Educational Institution will institute and maintain reasonable controls to ensure that the status information it provides to the Clearinghouse under this Agreement is 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 and Institutions in accordance with the terms of this Agreement and applicable law. 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.

7. 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.
8. 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.
9. 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.
10. The Institution agrees to provide all notices under this Agreement to:

National Student Clearinghouse
2300 Dulles Station Boulevard, Suite 300
Herndon, VA 20171
Attn: Vickie Graham, Contract Administration

The Clearinghouse agrees to provide all notices under this Agreement to Institution to the signatory and address below unless otherwise instructed in writing by the Institution. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to transcript orders 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 terminated by either party 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.

We, the Institution, _____ have, _____ have not modified the original agreement.

NATIONAL STUDENT CLEARINGHOUSE

| | | |
|------------------------------|--------------------------------|------|
| _____ | Institution | |
| Signature | OPEID (leave blank if unknown) | |
| Ricardo D. Torres | _____ | |
| Print Name | Signature | Date |
| President | _____ | |
| Title | Print Name | |
| _____ | _____ | |
| Date | Title | |
| _____ | _____ | |
| www.studentclearinghouse.org | Street Address | |
| _____ | _____ | |
| _____ | 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 | |



National Student Clearinghouse®
2300 Dulles Station Boulevard, Suite 300
Herndon, Virginia 20171

703-742-4200
www.studentclearinghouse.org

© 2009 National Student Clearinghouse. All rights reserved.
703-742-7791

Transcript Ordering Schedule of Fees

Transcript Ordering is provided free of charge to higher education institutions. Development and operational costs for Transcript Ordering are passed along to the user via a *\$2.25 service fee applied to each recipient* in his or her transcript order.

The service fee, which is charged to the user's credit card, also includes all transaction costs levied by the credit card company.