



Student Electronic Access Agreement for Educational Institutions (Student Self-Service)

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 Student Electronic Access Agreement (“Agreement”).
2. 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.
3. The Institution has appointed the Clearinghouse as its agent for purposes of reporting student enrollment information to “Eligible Requestors” in accordance with the Core Service Participation Agreement. 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.
4. In consideration of the SSS service provided, the Institution agrees to participate in the Clearinghouse Core enrollment reporting, DegreeVerify, and EnrollmentVerify services.
5. 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.
6. 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.
7. 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.
8. 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 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.

9. 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).
10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its data transmission systems so that it releases information solely to authorized recipients in accordance with the terms of this Agreement and applicable law. The Clearinghouse agrees to indemnify and hold the Institution harmless from any direct 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 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).
11. 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.
12. The Clearinghouse will not retain or release personally identifiable information provided by the Institution except as specifically authorized under this Agreement. The Institution retains full ownership rights to the information in the education records it provides to the Clearinghouse.
13. 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 Administrator
Electronically: graham@studentclearinghouse.org
Fax: 703-742-4234
14. The Clearinghouse agrees to provide all notices under this Agreement 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 SSS unless otherwise instructed in writing by the Institution.
15. 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.
16. 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.

17. 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



Student Electronic Access Agreement for Educational Institutions (Student Self-Service)

Optional Addendum for Meteor Real-Time Loan Detail Access

The Student Electronic Access Agreement (“Agreement”), dated _____, between the National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”), and the undersigned Educational Institution (“Institution”) is hereby amended, effective the date signed below by Institution, to add the terms and conditions set forth herein to the Agreement 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.

What items of documentation are collected from a new user prior to granting access? For example, Social Security card, birth certificate, government-issued identification, driver's license, etc. When are these items collected?

How is the identity of the new user verified (e.g., independent validation of data supplied, personal knowledge, etc.)? Describe the measures taken to verify and confirm that the new user is who he or she says they are.

NATIONAL STUDENT CLEARINGHOUSE

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

	City/State/Zip	

	Telephone	

	Email	

Your 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