StudentTracker Agreement for Educational Organizations and Agencies

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned educational organization or agency ("Requestor") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

Requestor (Name of Requesting Organization)

Signature

Print Name

Title

Date

www.studentclearinghouse.org

Requestor, (Name of Requesting Organization)

Signature

Date

Managing Project Rep.

Print Name

Title (legal notices will be sent to this individual)

Street Address

City/State/Zip

Telephone

Email

The terms of this agreement incorporate Paragraphs 1 through 11 attached.
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1. The Clearinghouse provides a nationwide, central repository of information on the enrollment status and educational achievements of postsecondary students. Participating educational institutions submit to the Clearinghouse information on the enrollment statuses of all of their students and listings of the alumni to whom they have awarded degrees or certificates. They appoint the Clearinghouse as their agent for purposes of reporting student information to authorized recipients.

2. At any time during the contract period, Requestor may submit to the Clearinghouse lists and/or individual names ("Request Files") of persons in order to obtain data on their enrollment status and educational achievements at educational institutions. Requestor agrees to format and submit Request Files in accordance with Clearinghouse published specifications. Requestor's Request File will contain individuals,

3. The Clearinghouse will promptly compare Request Files with its database and provide Requestor with information ("Response Files") on the enrollment and academic achievements of the individuals in the Request Files that are provided by postsecondary institutions to the Clearinghouse. Characteristics and limitations on the use of the information in the Response Files are as follows:
   a. The information in the Response Files will include enrollment and academic achievement information for individuals in the Request File for institutions attended at any point during their academic careers. Information will include: if the record was found (Y or N), enrollment period (dates), enrollment status (full-time, part-time, less than part-time), school name, school OE code, school characteristics (type or level, location), college graduation status (Y or N), and college graduation date and major if available.
   b. Requestor agrees that its use of the data provided by the Clearinghouse is limited as follows: To investigate the prevalence and predictors of college enrollment and completion after release from prison.
   c. Requestor agrees that it will communicate data contained in StudentTracker Response Files to individuals within its own organization, and researchers;

Requestor agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.

d. The parties agree that the Clearinghouse does not release or confirm Social Security numbers under this Agreement and releases only unblocked directory information, as defined in FERPA, unless FERPA authorizes disclosure without consent.

c. The Clearinghouse agrees to destroy all personally identifiable, non-directory information received from Requestor when it is no longer needed.
4. In the event Requestor is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, Requestor must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse’s efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow Requestor to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.

5. Requestor understands and agrees that the Clearinghouse releases only information that has been provided by educational institutions participating in the Clearinghouse. Accordingly, the Clearinghouse does not warrant or guarantee the completeness, accuracy or reliability of the enrollment information in its database. The Clearinghouse specifically disclaims any responsibility or liability for errors or omissions in information provided by educational institutions, including direct, indirect, incidental, special, or consequential damages resulting from Requestor’s use of information released by the Clearinghouse under this Agreement.

6. The Clearinghouse agrees to indemnify and hold Requestor harmless from any loss, cost, damage or expense suffered by Requestor as a direct result of the Clearinghouse’s failure to comply with its obligations under this Agreement. 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).

7. In consideration of the services provided by the Clearinghouse under this Agreement, Requestor agrees to pay the Clearinghouse a fee of:

   to be invoiced upon receipt of the Agreement. Requestor agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse. The Clearinghouse reserves the right to withhold the release of the matched Response File(s) until payment is received.

8. Requestor agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.

9. Requestor agrees to provide all notices to the Clearinghouse 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

10. The Clearinghouse agrees to provide all notices under this Agreement to Requestor to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by Requestor. The
Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to StudentTracker unless otherwise instructed in writing by Requestor.

11. This Agreement may be modified by written, mutual agreement of the parties and remains in effect until terminated by either party by providing thirty (30) days written notice to the other party.
STUDENTTRACKER
CONTACT LIST

Organization Name: ____________________________

*Executive Contact

Name: ________________________________________ Title: ________________
Email Address: ______________________________ Phone Number: __________

Name: ______________________________________ Title: ________________
Email Address: ______________________________ Phone Number: __________

*Billing Contact
(Person to receive billing invoice)

Name: ______________________________________ Title: ________________
Billing Address: ____________________________________________
Email Address: ______________________________ Phone Number: __________

*Technical Contact(s)
(Person(s) responsible for creating, sending and receiving file data)

Name: ______________________________________ Title: ________________
Email Address: ______________________________ Phone Number: __________

Name: ______________________________________ Title: ________________
Email Address: ______________________________ Phone Number: __________