

## **International Electronic Transcript Exchange Agreement**

- 1. The National Student Clearinghouse, a ot-for-profit corporation organized under the laws of Virginia ("Clearinghouse"), and the undersigned Institution agree to the terms and conditions set forth in this Electronic Transcript Exchange Agreement ("Agreement").
- 2. The Clearinghouse provides an Electronic Transcript Exchange ("ETX") system and service to facilitate the electronic exchange of transcripts and other information concerning student's academic credentials and achievements between participating organizations. The system provides registration and verification of participants, protocols for securely sending and receiving files, logging of file transmissions, and electronic notification.
- 3. The Institution hereby appoints the Clearinghouse as its agent for purposes of electronic transcript transmissions in accordance with this Agreement and may use the Clearinghouse's ETX services to facilitate the sending and/or receiving of such information through electronic means with other Clearinghouse participants who have formally agreed to participate in the ETX program within the United States and its Territories. The Institution agrees to send and/or receive transcripts in an electronic format that is acceptable to the Clearinghouse and other ETX participants.
- 4. The Clearinghouse agrees to electronically notify the sending institution that the electronic file has been received by the Clearinghouse, and electronically notify the receiving institution when the electronic file has been placed in their mailbox, indicating how they can retrieve the document. The Clearinghouse does not store or maintain copies of the file in its database.
- 5. There will be no charge to the Institution for this service.
- 6. The Institution will institute and maintain reasonable controls to ensure that the information contained in the files it provides to the Clearinghouse under this Agreement is authentic and accurate. The Institution agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the Institution. The Institution will institute and maintain reasonable controls to ensure the integrity and security of its data transmission systems.

The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its data transmission systems so that it provides transcripts solely to authorized recipients in accordance with the terms of this Agreement and applicable law.

The parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including the U.S. Family Education Rights and Privacy Act and other laws concerning the privacy and confidentiality of information and records applicable to any documents or information exchanged through the service. The sending party will be solely responsible for compliance with all consent requirements necessary under local laws applicable to the information transmited by it via the exchange.

7. 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 transcript it provides to the Clearinghouse.

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

National Student Clearinghouse 2300 Dulles Station Boulevard, Suite 300 Herndon, VA 20171 Attn: Contract Administrator Electronically: <u>contracts@studentclearinghouse.org</u> Fax: 703-742-4234

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 transcript orders unless otherwise instructed in writing by the Institution.

- 9. The parties agree that all rights and obligations under this Agreement shall be interpreted, governed and enforced under the laws of the Commonwealth of Virginia, of the United States of America without giving effect to its choice or conflicts of law provisions. Both Parties consent to the jurisdiction of the the courts in Fairfax County, Virginia as the sole forum for any disputes arising under this agreement.
- 10. 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.
- 11. 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.

	Institution				
Signature	<b>OPEID</b> (if applicable)				
Ricardo D. Torres					
Print Name	Signature         Date				
President Title	Print Name Title Street Address City/State/Postal Code/ Country Email				
Date www.studentclearinghouse.org					
Your S					
we should contact someone else at your Institutio is/her name and contact information below.	on other than the contract signee to initiate your service, please provide				
ame (please print or type)	Title				
elephone	Email				

NATIONAL STUDENT CLEARINGHOUSE

## **ETX Profile Setup Form – Receiver Only**

School Name (please print or type)	School OPEID Code			
Primary Contact				
Name	Phone			
Title	Email			

## **Secure FTP Mailbox Setup:** Indicate the departments that require separate secure FTP mailboxes for receiving electronic transcripts. Changes may be requested post-activation by email.

Department Name:						
Receive transcripts? (check all that apply)	Receive		Receive		Receive	
Receive file format(s) (Rank each accepted "Receive" format - 1 being your preferred format; do not number any format that you do not accept)	Format	Receive (Rank)	Format	Receive (Rank)	Format	Receive (Rank)
	PDF		PDF		PDF	
	PESC XML		PESC XML		PESC XML	
	TS130 EDI		TS130 EDI		TS130 EDI	
Email addresses for notifications (i.e. password reset, change password reminder, transcripts received)						
Email addresses to register with Central Inbox (i.e. all student initiated transcript orders intended for listed addresses will be redirected to this inbox)						

## Fax form with Transcript Services Agreement to 703-742-4234