

**StudentTracker® for High Schools Agreement (School, District, or Consortium)**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,    
the National Student Clearinghouse (“Clearinghouse”), a notforprofit corporation organized under the    
laws of the Commonwealth of Virginia, and the undersigned high school, high school district, or consortium (“School”) agree as follows (the “Agreement”):

|  |  |  |
| --- | --- | --- |
| NATIONAL STUDENT CLEARINGHOUSE | | Encore High School For Performing And Visual Arts |
| Signature: \s2\  Print Name: Ricardo Torres  Title: President & CEO  Date: \d2\ | Signature: \s1\  Date: \d1\  Print Name: \n1\  Title: \t1\  Address:  City, State and Zip Code:  Email Address: | |

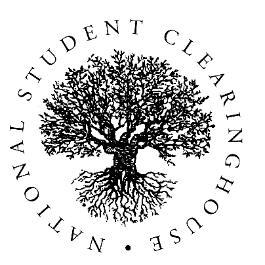
|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Contract Type** | **Definition** | **Yes/No** |
| Single High School | Account resides at the high school level | Yes |
| School District | Full or partial traditional school district | No |
| Consortium of Schools | Group of schools from various cities, states, etc | No |
| DiplomaVerify | Schools and Districts | Yes |

**The terms of this agreement incorporate Paragraphs 1 through 16 below and all attachments**

**StudentTracker® for High Schools Agreement (School, District, or Consortium)**

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions. The School wants to use the services of the Clearinghouse to evaluate the School’s programs, improve instruction, and assist in the functions as described below and in the Attachments added hereto and made part hereof. School’s research will be ongoing in order to provide a longitudinal study on student outcomes. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to the Clearinghouse lists of its graduates (“Graduate File”). Initially, it will transmit a Graduate File dating back up to at least eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates Files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse.
4. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. If the School learns of any inaccuracy or omission in the information in the Clearinghouse’s possession, it shall promptly notify the Clearinghouse of such inaccurate or omitted information and provide a correction to such information. This includes promptly notifying the Clearinghouse of which students have chosen to block the release of directory information under FERPA.
5. Upon request, and at scheduled intervals, the Clearinghouse will compare the School’s Graduate Files with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions.  In addition to the Graduate Files, the School may also submit lists of graduates and other former students in a format reasonably required by the Clearinghouse (“StudentTracker Request Files”), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions.
6. School represents that it has signing authority for its participating educational entities, and that it is signing on behalf of the educational entities listed as Participating High Schools in Attachment 1 to this Agreement.
7. If School has elected to receive either DiplomaVerify or ReportShare, School represents that it has signing authority for its participating educational entities, and that it is signing on behalf of the educational entities listed as Participating High Schools in Attachment 1 to this Agreement as regarding those services.
8. If School elects to receive DiplomaVerify as an additional service by checking DiplomaVerify on the first page, the Clearinghouse will verify the diplomas of School’s graduates as described in Attachment 4 (which, upon such election, shall become part of this Agreement).
9. If School elects ReportShare as an additional service, the Clearinghouse will share School’s StudentTracker reports with School’s participating educational entities.
10. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination of the information exchanged hereunder including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”) and related federal regulations, and any applicable state laws concerning the privacy and security of the information to be shared hereunder.    
      
    Institution will maintain appropriate security policies and procedures concerning the access of its staff to the secure areas of the Clearinghouse website or systems (which are at a minimum password-protected). The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations.    
      
    In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this Agreement, that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised, and the action taken. The parties will cooperate and keep each other informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.
11. In consideration of the services provided by the Clearinghouse under this Agreement, the School agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse’s published Schedule of Fees for Secondary Schools. The Clearinghouse agrees to provide the School with ninety (90) days prior written or electronic notice of any change in the fee for this service. The School agrees to submit payment of applicable fees within thirty (30) days of receipt of an invoice from the Clearinghouse. If the School is a school district, it will submit a list of the names of the high schools covered by this Agreement on Attachment 1.
12. The School agrees that it may only disclose the data provided by the Clearinghouse to other educators, school boards and school officials whom it has determined to have legitimate educational interests. The School 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 postsecondary institution identifiable form, without the Clearinghouse’s express written permission and payment of any additional fees that may be required.
13. In the event the School 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, the School 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 the School 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.
14. The School agrees to:
    1. Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse’s secure website. School will notify the Clearinghouse immediately when personnel leave the School’s employment, and the Clearinghouse will terminate such individual’s access to the secure website.
    2. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
15. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify, defend, and hold the School harmless from and against any direct loss, cost, damage or expense suffered by the School 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).
16. The School shall indemnify, defend, and hold harmless the Clearinghouse from and against any direct loss, liabilities, expenses, damages, or injuries (including, without limitation, all costs and reasonable attorneys’ fees) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (1) a breach of this Agreement by the School or its Authorized Persons, (2) the Clearinghouse’s use of incorrect or incomplete information received from the School, (3) the School’s failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of the Clearinghouse website, (4) any negligent or more culpable act or omission of the School or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, or (5) any failure by the School or its Authorized Persons to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.
17. The School may audit at School’s expense the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.
18. Nothing in this Agreement gives either party any rights in the intellectual property of the other including, but not limited to, copyrights, trademarks, patents and trade secrets. Neither party is granted a license in the intellectual property of the other, specifically including but not limited to trade secrets, patents, trademarks or copyrights. Upon termination of this Agreement, School will promptly discontinue use of any business methods, software or similar technology it may have acquired from the Clearinghouse during the term hereof. The Clearinghouse may develop, retain, or release aggregate or De-Identified data that does not contain Personally Identifiable Information which is in part comprised of information received from the School under this Agreement ("Reports"), subject to the ownership rights of School as set forth herein. The Clearinghouse owns all Reports generated under this Agreement, but its use of such Reports is limited as described in this Agreement.    
      
    For purposes of this Agreement, the term “De-Identified” in reference to data shall mean that the data have undergone a process of removing the linkage between a set of identifying data and the individual to whom the data pertains.
19. Unless authorized under this Agreement or a subsequent amendment of the Agreement signed by the parties or by a signed and dated written consent of the student, the Clearinghouse shall not access, process, or disclose Education Records or Personally Identifiable Information received under this agreement for any purpose. As used in this Agreement the terms “Education Record” and “Personally Identifiable Information (or “PII”) shall have the respective meanings below:   “ Education Record” has the meaning given to it by the Family Educational Rights and Privacy Act (“FERPA”), which covers records that are: (1) directly related to an enrolled or previously enrolled student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. Both the Graduate Files described in Section 4 and the Student Tracker Request Files described in Section 5 are Education Records.  
      
    "Personally Identifiable Information" or "PII" means any information identified as personally identifiable information under FERPA or applicable state law.  
      
    The Clearinghouse shall restrict access to Education Records and Personally Identifiable Information by its employees to those individuals that need to access the Education Records to facilitate performance by the Clearinghouse under the agreement and who are subject to a reasonable written non-disclosure agreement with the Clearinghouse protecting the Education Records and Personally Identifiable Information, with confidentiality terms reasonably consistent with, and no less restrictive than, those found in this agreement.  
      
    Notwithstanding the forgoing, the Clearinghouse may release Graduation Information to the student about whom the information relates.  
      
    The Clearinghouse may use De-Identified data for purposes of research, the improvement of its products and services, and/or the development of new products and services that serve the learner, workforce and education communities in support of the Clearinghouse’s mission. The Clearinghouse will take reasonable steps to ensure that all third-party recipients of De-Identified data will not re-identify or attempt to re-identify such De-Identified data. The Clearinghouse agrees that data provided by the School under this agreement may not be sold by the Clearinghouse, nor shall it be used by the Clearinghouse to amass a student profile for any purpose unrelated to the services provided pursuant to this Agreement, conduct targeted advertising, or market products or services.
20. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse agrees to destroy all information provided under this Agreement: (1) at the School’s request; (2) when the data is no longer needed to achieve this Agreement’s purposes, (3) upon termination of this Agreement, or (4) as otherwise required by state or federal law. School agrees that the Clearinghouse may maintain data provided by the School, when such data is needed to satisfy audit or other state and federal legal and regulatory requirements. Certification of this destruction will be at the School’s request per the Clearinghouse’s data deletion policy, or as otherwise may be required by the School.
21. The School 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 Clearinghouse.
22. The School agrees to provide all notices to the Clearinghouse under this Agreement to: 2300 Dulles Station Blvd, Suite 220, Herndon, VA 20171
23. The Clearinghouse agrees to provide all notices in writing under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
24. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain 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. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.
25. THE PARTIES AGREE THAT THE CLEARINGHOUSE IS NOT RESPONSIBLE FOR ANY ERRORS, ACTIONS, OR OMISSIONS BY THE SCHOOL. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR SCHOOL’S MISUSE OF THE SERVICES, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PII, OR BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA, OR ANY OTHER OUTPUT, EVEN IF THE CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.  
    THE PARTIES ACKNOWLEDGE THAT THE CLEARINGHOUSE HAS PROVIDED THE SERVICES AND EACH OF THE PARTIES HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND IN CONTEMPLATION OF CARRYING OUT THE PURPOSE OF THIS AGREEMENT BETWEEN THE PARTIES.
26. 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.
27. To the extent applicable under California law:
    1. Should an event rise to the level of a security breach, both parties to this Agreement shall reasonably cooperate together to fulfill either party’s requirements under California data breach notification laws. The Clearinghouse shall follow its breach notification policy, which is in compliance with applicable federal and California laws. Notifications will include, written in plain language, the Clearinghouse’s name and information about who to contact at the Clearinghouse, a list of the personal information we reasonably believe to have been the subject of a breach, a general description of the breach incident, and the steps we are taking to mitigate; and
    2. Except as otherwise provided in this Agreement, both parties agree that they may not disclose data obtained under this Agreement with any third party. Furthermore, both parties shall take all reasonable steps to ensure that third parties are prohibited from using identifiable information in Education Records to engage in targeted advertising.
28. Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The parties represent that the execution, delivery and performance of this Agreement has been fully and validly authorized.
29. Nothing in this Agreement gives either party any rights in the intellectual property of the other including, but not limited to, copyrights, trademarks, patents and trade secrets. Neither party is granted a license in the intellectual property of the other, specifically including but not limited to trade secrets, patents, trademarks or copyrights. Upon termination of this Agreement, School will promptly discontinue use of any business methods, software or similar technology it may have acquired from the Clearinghouse for use in performing the Service during the term hereof.
30. This Agreement and all related exhibits and Attachments, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
31. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency (i) pandemic; and (j) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 30 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.



**Attachment 1**

**StudentTracker**®**for High Schools Agreement**

|  |  |
| --- | --- |
| **District Name** |  |
| **Date** |  |

**Participating High Schools**

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

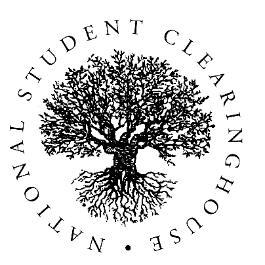
|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |

|  |
| --- |
| **School Name:                                                                             City, State:** |
| **ACT Code:** |
| **NCES Code:** |
| **Address:** |
| **Number of Enrollees:** |



**Attachment 2:**

**StudentTracker**® **for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE**

**SCHEDULE OF FEES FOR SECONDARY SCHOOLS**

**Published December 1, 2020 and Effective Until Further Notice**

High schools, high school consortiums and/or high school districts (“program”) will pay an annual subscription fee for participation in the StudentTracker for High Schools service equal to $595.00 per participating high school.

The StudentTracker service will be provided at **no charge** to high schools that meet the following criteria:

* Have a total enrollment of less than 300 students; **AND**
* Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.

The program will be eligible for an additional $100 discount for each high school for which it pays the full annual StudentTracker for High Schools subscription fee after the first calendar year for each renewal period if it meets the following criteria:

* Program has executed an agreement to receive the DipomaVerify service and implemented such service; **AND**
* Program has submitted at least 10 years of historical graduate data for each school during year one.

**Attachment 3**

**StudentTracker® for High Schools**

**Contact List**

School/District/Consortium Name:

**\*Executive Contact**

(Primary point of contact other than signee)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 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: | |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | | Title: |  | |
| Email Address: | |  | Phone Number: | |  |

**Please email completed contract and attachments to: contracts@studentclearinghouse.org**

**Attachment 4** 

**DiplomaVerifysm**

1. Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

1. “**Authorized Requestor**” means a third party that has received an express representation from an individual concerning one or more data elements constituting Graduation Information, and that seeks to verify the same.
2. “**Graduation Information**” means that information regarding an individual’s high school graduation required to be submitted by School to the Clearinghouse, including but not limited to whether the individual graduated from high school, the year of their graduation, and the high school from which they graduated.
3. **“DiplomaVerify Service**” or “**Service**” means the verification of Graduation Information to Authorized Requestors by the Clearinghouse, as described in this Attachment 4.
4. **“Directory Information”** means the data elements designated by the School as Directory Information, except that if the School notifies the Clearinghouse that a Student has opted-out of the disclosure of his/her Directory Information, then that Student’s Education Record shall not be Directory Information.
5. “**Education Record File**” means an electronic file sent by the School to the Clearinghouse containing Education Records.
6. “**School Official**” means a contractor, consultant, volunteer, or other party to whom the School has outsourced school services or functions provided that they are performing a School service or function for which the School would otherwise use employees and is under the direct control of the School with respect to the use and maintenance of Education Records.
7. **“Student”**means a person who is attending or attended the School and whose Graduation Information has been provided to the Clearinghouse under this Agreement.
8. School Obligations
   1. The School shall ensure the Clearinghouse’s performance of the Services meet the criteria of School Official set forth in the Schools annual notification of FERPA rights, unless another valid FERPA exception applies that permits the disclosure of Education Records by the School to the Clearinghouse. In its appointment as a School Official, the Clearinghouse shall be under the direct control of the School with respect to its use and maintenance of Education Records provided by the School.
   2. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files satisfy this requirement.
   3. The School will transmit to the Clearinghouse an Education Record File consisting of Graduation Information on each of its graduates within thirty (30) days of the conferral of a diploma, in a configuration reasonably required by the Clearinghouse. The School may provide Education Record Files containing historical Graduation Information at its discretion. StudentTracker for High Schools Graduate Files satisfy this requirement.
   4. The School shall be responsible for the accuracy of the Graduation Information, and agrees to promptly provide the Clearinghouse updated or corrected Graduation Information in the event that it becomes aware of any errors or omissions in the data. Such updates or corrections shall be submitted in a manner reasonably required by the Clearinghouse.
   5. No fee will be charged to the School for the DiplomaVerify Service.
   6. To the extent applicable, the School will comply with all applicable laws and regulations, including FERPA, Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.), and any applicable state, federal, or international laws concerning the privacy and security of the Confidential Information to be shared hereunder.
9. Clearinghouse Obligations
   1. The Clearinghouse will compare the information provided by Authorized Requestors to the School’s Graduation Information and will respond to requests for Graduation Information on a timely basis for those graduates who have reached the age of seventeen (17), provided such requests meet the conditions contained herein. The Clearinghouse may charge each Authorized Requestor a transaction fee for this Service.
   2. The Clearinghouse will require that Authorized Requestors certify that the individual for whom a request for Graduation Information is submitted (i) has applied for employment, military service, a workforce or educational certification or credential, or acceptance to an educational program of study, and (ii) has expressly consented in writing to the disclosure by the Clearinghouse of the specific elements of Graduation Information requested by the Authorized Requestor, or in the case of a graduate under the age of 18 that the parent or legal guardian of the graduate has so consented. The Clearinghouse shall require that Authorized Requestors maintain such written consent for a period of two years from the date of the consent.
   3. The Clearinghouse agrees to maintain a detailed record of each request for Graduation Information that is attempted or completed, which shall at a minimum contain the individual’s name, the purpose of the request, the specific elements of Graduation Information disclosed, if any, and the date on which the Clearinghouse responded to the request (“Request Record”). The Clearinghouse will maintain the Request Record for review at any time by the School. In addition, the Clearinghouse may disclose to an individual any Request Records regarding verification of that individual’s Graduation Information.
   4. The Clearinghouse shall contractually prohibit all Authorized Requestors from re-disclosing information received under this Service except as necessary to achieve the legitimate educational or employment purpose for which the Authorized Requestor is utilizing the DiplomaVerify Service.