

## **STUDENTTRACKER PREMIUM FEATURES ADDENDUM FOR POSTSECONDARY EDUCATIONAL INSTITUTIONS**

**This StudentTracker Premium Features Addendum (“Addendum”) to the StudentTracker Agreement between \_\_\_\_\_ (“Institutional Requestor”) and National Student Clearinghouse (“the Clearinghouse”) shall be effective as of the date signed by both parties, and the parties agree as follows:**

1. The Clearinghouse, a not-for-profit corporation organized under the laws of Virginia, provides a nationwide, central repository of information on postsecondary student enrollment and educational achievements. The Clearinghouse also acts as a central repository for the verification of degrees awarded by educational institutions that have appointed the Clearinghouse as their agent for purposes of reporting academic achievements of their alumni to eligible third parties. Institutional Requestor wishes to obtain data on the enrollment status and educational achievements of its current or former students in order to evaluate its programs and improve instruction. Institutional Requestor’s research will be ongoing in order to provide a longitudinal study on student outcomes.
2. Postsecondary educational institutions (“Institutions”) that have entered into the Participant and/or Core Services Agreement (“Core Services Agreement”) and a StudentTracker Agreement or an EnrollmentSearch Agreement (“StudentTracker Agreement”) with the Clearinghouse are eligible to enter into the StudentTracker Premium Features Addendum. Institutions entering into the Addendum receive StudentTracker Premium Features in order to streamline their view of the data contained in StudentTracker reports, improve efficiency in rerunning Request Files (as that term is defined in the StudentTracker Agreement), and/or view an institution’s own Signature and Snapshot Reports to compare against the national reports publically released by the Clearinghouse (“StudentTracker Premium Features”).
3. Institutional Requestor has entered into the Core Services Agreement with the Clearinghouse. In accordance with the Core Services Agreement, Institutional Requestor 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 and to retain and release information received from Institutional Requestor that is in aggregate or statistical form and that does not contain Social Security Numbers or other personally identifiable information.
4. Institutional Requestor either currently receives StudentTracker reports from the Clearinghouse under a StudentTracker Agreement or is entering this Addendum concurrently with a StudentTracker Agreement to receive StudentTracker reports from the Clearinghouse. Institutional Requestor is therefore eligible to enter into this Addendum. To the extent applicable, Institutional Requestor hereby authorizes the Clearinghouse to share its reports generated under the StudentTracker Agreement and Addendum with its governing System of Institutions Office and/or Main Campus Office. Institutional Requestor also authorizes the Clearinghouse to share personally identifiable information specifically related to a branch or satellite campus of the Institutional Requestor and aggregate totals generated under the StudentTracker Agreement with any branch or satellite campus that report to it.
5. The Clearinghouse may, at its sole discretion, choose not to incorporate data elements into any StudentTracker Premium Features, which Institutional Requestor does not provide to the Clearinghouse under its Core Services Agreement or StudentTracker Agreement. Data elements aggregated under StudentTracker Premium Features may, however, be inferred and collected from other sources when not provided by Institutional Requestor. Subject to the limitations in paragraph 5

herein, the Clearinghouse shall provide the following StudentTracker Premium Features to Institutional Requestor.

- a. Analysis Ready – A wide-file report that shows abridged outcomes based on the traditional StudentTracker Colleges and Universities Detail Report. The report provides enrollment and outcome data for up to 8 academic years (contingent upon search date used), and Cumulative enrollment and outcome data.
  - b. Request File Re-run Capability – Functionality that allows Institutional Requestor’s institution to re-run request files previously submitted. Files can be re-run up to 4 times in a one-year period and will be available for up to 8 years.
  - c. Institutional Signature and Snapshot Reports – Institutional level reports for various Signature and Snapshot reports that are published at the national level by the National Student Clearinghouse Research Center. The national Signature and Snapshot Reports examine national enrollment and completion trends as well as look at national transfer and retention data.
  - d. Data Visualization – Graphical presentation of aggregated information based on pre-defined attributes. The features will contain multiple views and will have specific provisions to exclude individually identifiable information when limited datasets are available.
6. Institutional Requestor will pay all applicable fees specified in the published StudentTracker Premium Features Fee Schedule (“Fee Schedule”) in consideration of those StudentTracker Premium Features which the Institutional Requestor elects to receive. The Fee Schedule is and shall be available online at the Fee Schedule for Colleges & Universities page of the Clearinghouse website. The Clearinghouse agrees to provide Institutional Requestor with sixty (60) days prior written or electronic notice of any increase in the fees for these services. Institutional Requestor agrees to submit payment of applicable fees within thirty (30) days of receipt of an invoice from the Clearinghouse.
7. Pilot Features.
- a. From time to time, the Clearinghouse may make Pilot Features available to Institutional Requestor at no charge. “Pilot Features” are those Clearinghouse services or functionalities that are designated as a pilot, beta, trial, evaluation, or by a similar description and which may be made available to Institutional Requestor to elect at no additional charge. Institutional Requestor may elect such Pilot Features in its sole discretion. Pilot Features are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Pilot Features are not considered StudentTracker Premium Features under this Addendum. All Clearinghouse restrictions, disclaimers, and Institutional Requestor’s obligations as described in the Addendum shall apply equally to Institutional Requestor’s use of Pilot Features.
  - b. Institutional Requestor shall not disclose to any person or entity, except those employees of Institutional Requestor with a business need-to-know, that any Pilot Features offered to it under this Addendum, are available from the Clearinghouse, or whether it chose to participate in any Pilot Features until the conclusion of the respective Pilot Features Trial Period, as described herein. A Pilot Features Trial Period will expire upon the earlier of a termination date determined solely by the Clearinghouse or the date that a version of the Pilot Features becomes generally available without the applicable Pilot Features designation.
  - c. The Clearinghouse may discontinue Pilot Features at any time in its sole discretion and is under no obligation to make them generally available. After the conclusion of the Pilot Features Trial Period, Institutional Requestor will be invoiced in accordance with the Clearinghouse’s published

Fee Schedule unless Institutional Requestor gives the Clearinghouse thirty (30) days' notice prior to the end of the Pilot Features Trial Period that it wishes to terminate its receipt of Pilot Features at the conclusion of the Pilot Features Trial Period.

8. The parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Addendum, including Family Educational Rights and Privacy Act and other laws concerning the privacy and confidentiality of information and records.
9. Institutional Requestor agrees that it shall not use data provided by the Clearinghouse for any purpose not authorized by this Agreement. Institutional Requestor will not re-disclose any personally-identifiable information or institutionally-identifiable information received from the Clearinghouse without a signed and dated authorization from the Clearinghouse. Institutional Requestor retains full ownership rights to the information in the education records it provides to the Clearinghouse. The parties agree that the Clearinghouse relies solely on Institutional Requestor's provided information in the education records and that the Clearinghouse is not responsible for any errors, actions, or omissions by Institutional Requestor. Upon termination of the Agreement, the Clearinghouse will discontinue use of any education records that have been provided to it under the Agreement by Institutional Requestor.
10. Both parties understand that the purpose of this study includes a longitudinal evaluation of the outcomes of Institutional Requestor's programs, and as such there is no firm end date for the study. Institutional Requestor agrees that, on an annual basis, it will review the need for data received under this Agreement and destroy all personally identifiable information received from Clearinghouse when the data is no longer needed to achieve this Agreement's purposes.
11. The parties agree that all rights and obligations under this Addendum shall be interpreted, governed, and enforced under the laws of Virginia, without giving effect to its choice or conflicts of law provisions.
12. Each party hereby represents and warrants to the other party that (a) it has the full right, power, and authority to enter into this Addendum and to perform its obligations hereunder and under the Agreement; and (b) this Addendum has been executed and delivered by such party and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Addendum for any reason and in any manner and will remain in full force and effect between the parties.
13. Notwithstanding anything to the contrary in the StudentTracker Agreement, the Institutional Requestor agrees to provide all notices to the Clearinghouse under this Agreement to:  
National Student Clearinghouse  
2300 Dulles Station Boulevard, Suite 220  
Herndon, VA 20171  
Attn: Contracts Manager  
Electronically: [contracts@studentclearinghouse.org](mailto:contracts@studentclearinghouse.org)  
Fax: 703-742-4234
14. This Addendum remains in effect until either party terminates it by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Addendum will be made only in writing.

[signature page follows]

Each party is signing this Addendum on the date stated opposite that party's signature.

NATIONAL STUDENT CLEARINGHOUSE

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ricardo Torres  
President

\_\_\_\_\_  
OPEID:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

*[Please send a signed PDF of the Addendum to [contracts@studentclearinghouse.org](mailto:contracts@studentclearinghouse.org). A countersigned copy will be returned back to you via email.]*