

INDUSTRY CREDENTIALS PROGRAM DATA SHARING AGREEMENT

This Data Sharing Agreement (this "**Agreement**") is entered into by and between the National Student Clearinghouse (the "**Clearinghouse**"), a Virginia nonprofit organization, and the entity identified below (the "**Credential Provider**"). The Agreement will be effective once signed by both parties, on the date signed by the second party to sign the Agreement (the "**Effective Date**").

NATIONAL STUDENT CLEARINGHOUSE

Credential Provider

Signature

Signature

Ricardo D. Torres

Printed Name

Printed Name

President

Title

Title

Date

Date

Address for Notice Purposes:
2300 Dulles Station Boulevard, Suite 220
Herndon, Virginia 20171
Attention: Contracts
contracts@studentclearinghouse.org

Address for Notice Purposes:

The Clearinghouse provides a nationwide, central data cooperative for education records from participating postsecondary educational institutions, including information on student enrollment, degrees, diplomas, certificates, and other educational achievements. The Credential Provider performs activities relating to the issuing of credentials for professional, educational, and other certifications, achievements, and accomplishments.

The Credential Provider wants to obtain information on the postsecondary education enrollment and academic achievement of individuals who have received credentials from Credential Provider. The Clearinghouse wants to improve the manner in which credentials are made available to educational institutions, agencies, researchers, and other requestors. The Credential Provider and the Clearinghouse wish to collaborate to achieve these objectives, and for this reason, the parties are entering into this Agreement, and hereby agree as follows:

1. **Disclosure of Credential Recipient Information and Institution Information.**

a. **Disclosure of Credential Recipient Information by the Credential Provider to the Clearinghouse.**

The Credential Provider shall send to the Clearinghouse information pertaining to individuals who have been awarded credentials maintained by the Credential Provider, for certifications, achievements, and accomplishments attained in the United States (such individuals, the "**Credential Recipients**," and the information pertaining to the Credential Recipients that is disclosed by Credential Provider to the Clearinghouse, the "**Credential Recipient Information**"). Promptly after the Agreement is signed, the Credential Provider may elect to send a file containing information for all Credential Recipients dating back up to five (5) years from the Effective Date. On a monthly basis, or such other regular periodic basis on which the parties agree, the Credential Provider shall send updated Credential Recipient Information as described below. The Credential Provider shall submit its Credential Recipient files electronically, in a configuration reasonably specified by the Clearinghouse, and such files will include all credentials awarded during the preceding period, indicate which Credential Recipients received the specified credential(s), and for each record, contain the data elements set forth in the data record layouts identified in Exhibit A to this Agreement as well as any additional data elements reasonably requested by the Clearinghouse in the future.

b. **Re-Disclosure of Credential Recipient Information by the Clearinghouse.** The Clearinghouse may re-disclose Credential Recipient Information received under this Agreement as authorized by the Credential Provider, subject to any restrictions the Credential Provider may place on such re-disclosure pursuant to Section 1(d).

i. The Credential Provider authorizes the Clearinghouse to re-disclose the Credential Recipient Information to the United States Census Bureau ("**Census**") to obtain Aggregated labor outcomes for the credentials being reported. After the Clearinghouse and Census conclude their research, the Clearinghouse shall provide a report to the Credential Provider containing Aggregated data reflecting the research results. "**Aggregated**" describes data that has been combined in statistical or summary form.

ii. Postsecondary institutions, school districts, high schools, departments and boards of education, state and local educational authorities, and other educational organizations ("**Educators**") may identify individuals for whom they seek Credential Recipient Information or other information relating to professional and educational achievements. The Credential Provider authorizes the Clearinghouse to re-disclose the Credential Recipient Information to such Educators, and appoints the Clearinghouse to be its agent for purposes of providing Credential Recipient Information to Educators. Other organizations that issue credentials for professional, educational, and other certifications, achievements, and accomplishments ("**Other Credential Issuers**") may also identify individuals for whom they seek Credential Recipient Information or other information relating to professional and educational achievements, and the Credential Provider authorizes the Clearinghouse to disclose Credential Recipient Information to such Other Credential Issuers.

c. **Disclosure of Institution Information by the Clearinghouse to the Credential Provider.** The Clearinghouse shall compare the Credential Recipient Information with its database of postsecondary education records and credentials and send to the Credential Provider, to the extent available, the data elements specified in Exhibit B to this Agreement for each Credential Recipient, and such additional data elements as the parties may mutually agree will be sent to the Credential Provider (the information pertaining to the Credential Recipients that is disclosed by the Clearinghouse to the Credential Provider, the "**Institution Information**"). The Clearinghouse shall provide Institution Information containing

Personally Identifiable Information for all Credential Recipients for whom Credential Provider authorizes disclosure of individually identifiable Credential Recipient Information to Educators and Other Credential Issuers, by not blocking such disclosure in accordance with Section 1(d) or otherwise. “**Personally Identifiable Information**” or “**PII**” means any information identified as personally identifiable information under FERPA or applicable state law, and “**FERPA**” means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. 1232g) and its implementing regulations, as they may be amended from time to time.

The Institution Information provided pursuant to this provision shall be Directory Information, or equivalent information received by the Clearinghouse from Other Credential Issuers. Under FERPA, “**Directory Information**” is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed, and as identified by an educational institution, it typically includes information such as name, address, telephone listing, date and place of birth, major or field of study, enrollment status, participation in officially recognized activities and sports, dates of attendance, and degrees, honors, and awards received. In the event that Credential Provider wishes to receive Institution Information that does not constitute Directory Information, the parties shall amend this Agreement to enable such disclosure, including the process for obtaining consent for the disclosure of the information or the applicable exception to the consent requirement under FERPA.

If the Credential Provider does not authorize the Clearinghouse to re-disclose PII from Credential Recipient Information for any Credential Recipients to Educators or Other Credential Issuers, then when providing Institution Information to the Credential Provider, the Clearinghouse will provide only reports containing Aggregated data on the postsecondary enrollment and academic achievement of the cohort of Credential Recipients the Credential Provider submits to the Clearinghouse, and no PII.

d. Withholding Credential Recipient Information or Restricting its Re-Disclosure.

i. The Credential Provider reserves the right to offer Credential Recipients the option for their information to be excluded from the Credential Recipient Information sent to the Clearinghouse by the Credential Provider. The Credential Provider also reserves the right to offer Credential Recipients the option for their information to be deleted from the Credential Recipient Information maintained by the Clearinghouse. If Credential Recipients exercise the option for their information to be deleted from the Credential Recipient Information maintained by the Clearinghouse, then the Credential Provider will send the Clearinghouse a written request to delete information pertaining to such Credential Recipients from its records, and the Clearinghouse will delete the Credential Recipient Information, subject to the limitations on its data destruction obligations set forth in Section 3(g).

ii. The Credential Provider also reserves the right to offer each Credential Recipient the option for his or her information to be blocked from re-disclosure in an individually identifiable manner, for purposes other than research with Census. Such a block would prevent re-disclosure of PII from Credential Recipient Information to Educators, Other Credential Issuers, and Authorized Requestors pursuant to Section 1(b)(ii) and Section 2(a) of this Agreement, although the Clearinghouse would still be permitted to re-disclose Aggregated data based on the Credential Recipient Information to Educators, Other Credential Issuers, and Authorized Requestors. This block would not prevent re-disclosure of Credential Recipient Information containing PII to Census pursuant to Section 1(b)(i) of this Agreement. The Credential Provider shall indicate in the Credential Recipient Information files sent to the Clearinghouse which Credential Recipients have opted to block the re-disclosure of their PII.

iii. The Credential Provider may opt not to permit re-disclosure of any PII from Credential Recipient Information to Educators, Other Credential Issuers, and Authorized Requestors. If the Credential Provider does not permit any such re-disclosures, then when disclosing Institution Information to the Credential Provider, the Clearinghouse will provide reports containing Aggregated data, but the Clearinghouse will not provide any PII.

2. Credential Verification.

a. **“Credential Verification”** is a service provided by the Clearinghouse through which the Clearinghouse may verify credentials for professional, educational, and other certifications, achievements, and accomplishments, upon request by Authorized Requestors (such service may be provided under the name “CredentialVerify” or one or more other names adopted by the Clearinghouse). If the parties agree that the Credential Provider will participate in the Credential Verification service, the Clearinghouse may verify Credential Recipient Information for third parties that have, or entities that are acting on behalf of third parties that have, a direct relationship with the Credential Recipient, including an application for employment, or a relationship through which the Credential Recipient is receiving or has applied to receive a product or service (each, an **“Authorized Requestor”**). Subject to mutual agreement that the Credential Provider will participate in the Credential Verification service, the Credential Provider appoints the Clearinghouse to be its agent for purposes of providing Credential Recipient Information to Authorized Requestors, and agrees to refer to the Clearinghouse all Authorized Requestors seeking information about credentials issued from the Credential Provider. In response to requests from Authorized Requestors identifying Credential Recipients, the Clearinghouse shall provide Requestors with Credential Recipient Information on a timely basis.

b. The Clearinghouse shall maintain a record of each Credential Verification request that is attempted or completed (each, a **“Request Record”**). Upon request by the Credential Provider or an individual Credential Recipient, the Clearinghouse shall provide the relevant Request Records.

c. The Clearinghouse may charge each Authorized Requestor a transaction fee for verifying the Credential Recipient Information. These fees enable the Clearinghouse to perform Credential Verification at no cost to the Credential Provider.

3. Data Ownership and Permissible Uses.

a. The parties agree that, as between them, all rights in and to Credential Recipient Information sent under this Agreement shall remain the exclusive property of the Credential Provider. The Clearinghouse retains the rights it has received in the Institution Information by virtue of its role as a school official to the education institutions that entrust education records to the Clearinghouse, and the Credential Provider receives no rights in the Institution Information except as expressly stated in this Agreement.

b. Without limiting the requirements of Section 5(b) of this Agreement, the Credential Provider shall not re-disclose any PII or school-identifiable data from the Institution Information to anyone other than its Authorized Persons (as defined in Section 5(b)(ii)). And without limiting the requirements of Section 5(b) of this Agreement, the Clearinghouse shall restrict access to PII in the Credential Recipient Information to its Authorized Persons, except to the extent that the Clearinghouse is authorized to re-disclose such PII to third parties pursuant to this Agreement.

c. The Clearinghouse shall not access, use, or disclose any Credential Recipient Information except to the extent such access, use, or disclosure is permitted under this Agreement and applicable law. The Clearinghouse shall not retain or release PII from Credential Recipient Information except as specifically authorized under this Agreement.

d. Through one or more websites, the Clearinghouse may make available to individual Credential Recipients any and all Credential Recipient Information the Clearinghouse received from the Credential Provider relating to the individual, to allow the individual to review such data for accuracy and completeness, as well as Request Record(s) for the individual's Credential Recipient Information, if any. The websites through which the Clearinghouse may make this data available to Credential Recipients include the learner portal currently offered by the Clearinghouse under the name "Myhub."

e. The Credential Provider authorizes the Clearinghouse to develop, retain, and release Aggregated or De-Identified data from the Credential Recipient Information. "**De-Identified**" describes data in which the elements have undergone a process of removing the linkage between a set of identifying data and the data subject. The Credential Provider further authorizes the Clearinghouse to use Credential Recipient Information for purposes of research, to publish public research reports containing Aggregated or De-Identified data, to produce custom reports containing Aggregated data or De-Identified data, and to enable the work of research entities. Any reports created by the Clearinghouse containing Aggregated or De-Identified data will be owned by the Clearinghouse, subject to the Credential Provider's ownership rights in the Credential Recipient Information pursuant to Section 3(a). For any release of De-Identified data derived from Credential Recipient Information, the Clearinghouse will contractually require the recipient not to attempt re-identification of any of the data elements.

f. The Clearinghouse may use Credential Recipient Information for improvement of its products and services, or the development of new products and services that serve the learner, workforce, and education communities, in support of the Clearinghouse's mission.

g. If the Clearinghouse goes out of business or files a petition for bankruptcy, it shall return to the Credential Provider all Credential Recipient Information in its possession. Upon the written request of the Credential Provider following termination of this Agreement, the Clearinghouse shall: (i) discontinue use of the Credential Recipient Information provided by the Credential Provider, (ii) destroy such Credential Recipient Information, and (iii) send a written certification to the Credential Provider confirming the destruction of such Credential Recipient Information. Notwithstanding the previous sentence, the Clearinghouse may retain copies of Credential Recipient Information, to the extent such copies are electronically stored pursuant to the Clearinghouse's ordinary back-up procedures (including, without limitation, those regarding electronic communications), or otherwise as may be required by applicable law, so long as the Credential Recipient Information is kept confidential as required under this Agreement and is used for no other purpose, and the Clearinghouse destroys or permanently erases all such copies pursuant to its ordinary back-up procedures or otherwise when it no longer is prohibited by law from destroying such copies. And notwithstanding anything else in this provision, to the extent that the Clearinghouse has developed Aggregated or De-Identified data based on the Credential Recipient Information, or created reports reflecting Aggregated or De-Identified data from Credential Recipient Information, the Clearinghouse may retain such data and reports, and continue to publish the reports, as long as they contain no PII.

4. Fees. During the pilot period of the Clearinghouse's industry credentials program, there will be no monetary compensation paid by either party to the other party under this Agreement. Following such pilot period, the Clearinghouse reserves the right to charge a fee for providing Institution Information to the Credential Provider. Before imposing any fee, the Clearinghouse will provide the Credential Provider at least one hundred twenty (120) days' advance written notice. To the extent any fees are due from the Credential Provider to the Clearinghouse, the Credential Provider will be liable for any sales, use, or similar taxes (if any) on such fees, but not for any taxes relating to the income of the Clearinghouse.

5. Shared Obligations.

a. **Compliance with Laws and Contractual Obligations.** Without limiting the Credential Provider's privacy compliance obligations under Section 6(d)(ii) or the Clearinghouse's privacy and security compliance obligations under Section 7(a), both the Credential Provider and the Clearinghouse shall comply with all applicable laws and regulations, including but not limited to the Fair Credit Reporting Act (15 U.S.C. §§ 1681 et seq.), and their obligations set forth in this Agreement.

b. **Confidentiality.**

i. Except as authorized under this Agreement or to the extent required by applicable law, neither the Clearinghouse nor the Credential Provider may use the other party's Confidential Information for any purpose. "**Confidential Information**" means all information disclosed by one party to this Agreement (the "**Disclosing Party**") to the other party (the "**Receiving Party**") orally, electronically, visually, or in a tangible form that: (1) is marked as "confidential" or "proprietary" (or with a similar legend), (2) is identified at the time of disclosure as being confidential, or (3) should be reasonably understood to be confidential or proprietary based on the nature of the information or the manner of its disclosure. Confidential Information includes, but is not limited to: the Credential Recipient Information provided by the Credential Provider to the Clearinghouse, the Institution Information provided by the Clearinghouse to the Credential Provider, any PII not already encompassed by the prior two categories of information, trade secrets, financial information, business plans, and information about possible future products or services that is not yet publicly available.

ii. Except as authorized under this Agreement or to the extent required by applicable law, neither party, when the Receiving Party, may disclose the Disclosing Party's Confidential Information to anyone other than Authorized Persons. "**Authorized Persons**" means either party's employees, contractors, subcontractors, advisors, and auditors who have a need to know or otherwise access Confidential Information to enable such Authorized Persons to perform or exercise oversight of the Receiving Party's obligations or exercise its rights under this Agreement.

iii. Each party shall require any of its Authorized Persons who has access to Confidential Information to agree in writing to restrictions, conditions, and requirements at least as restrictive as those that apply to the parties under this Agreement.

iv. Each party, when the Receiving Party, shall be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of the Disclosing Party's Confidential Information under the Receiving Party's control or in its possession (including by its Authorized Persons).

v. Each party, when the Receiving Party, shall use only secure methods, according to accepted industry standards, when sending or otherwise making available the Disclosing Party's Confidential Information to third parties, and when storing the Disclosing Party's Confidential Information.

vi. If a party, when the Receiving Party, is required to disclose any Confidential Information of the Disclosing Party (specifically including, but not limited to, PII provided by the Disclosing Party under this Agreement) pursuant to any applicable statute, law, rule, or regulation of any governmental authority, any order of any court of competent jurisdiction, or any subpoena, then the Receiving Party shall provide the Disclosing Party prompt notice of the demand for disclosure (to the extent legally permitted), and reasonably cooperate with the Disclosing Party's efforts to contest the demand or obtain a protective order. A Receiving Party complying with a legally compelled disclosure shall disclose as little of the Disclosing Party's Confidential Information as possible to fulfill the requirement compelling the disclosure, and the confidentiality obligations

imposed by this Agreement will continue to apply to the Confidential Information so disclosed, notwithstanding the compelled disclosure.

6. Credential Provider Obligations.

a. Security. The Credential Provider shall maintain reasonably appropriate security policies and procedures designed to prevent unauthorized access to the password protected areas of the Clearinghouse's websites or systems, to the extent that such access is provided to the Credential Provider by the Clearinghouse pursuant to this Agreement, and prohibit the Credential Provider's Authorized Persons from sharing their usernames and passwords with any other individuals or entities. If an individual who has been granted a username and password to a Clearinghouse website or system is no longer an Authorized Person of the Credential Provider, the Credential Provider shall promptly take the necessary steps, as instructed by the Clearinghouse, to remove that individual's access to the Clearinghouse website or system. The Credential Provider shall designate appropriate access types for its Authorized Persons to ensure that they use access to the Clearinghouse's websites and systems granted pursuant to this Agreement only for purposes related to their job functions for the Credential Provider.

b. Acknowledgement of the Clearinghouse as the Source of Information. The Credential Provider shall acknowledge in all internal and external reports, presentations, publications, press releases, or research announcements that use information received from the Clearinghouse pursuant to this Agreement that the source of the information is the Clearinghouse.

c. Accuracy of Credential Recipient Information and Resolution of Disputes.

i. The Credential Provider shall make all reasonable efforts to ensure that the Credential Recipient Information it sends to the Clearinghouse is accurate and complete, and if the Credential Provider learns of any inaccuracy or omission in the Credential Recipient Information that it previously sent to the Clearinghouse, it shall promptly notify the Clearinghouse of such inaccurate or omitted Credential Recipient Information and provide a correction to the Credential Recipient Information. This includes promptly notifying the Clearinghouse of credentials that the Credential Provider has revoked, as well as the identities of Credential Recipients who have chosen to delete their information from the Credential Recipient Information maintained by the Clearinghouse, or to block their information from disclosure, pursuant to Section 1(d).

ii. The Credential Provider shall not send to the Clearinghouse any Credential Recipient Information that the Credential Provider knows or has reasonable cause to believe may be inaccurate. If the completeness or accuracy of any information furnished by the Credential Provider to the Clearinghouse is disputed to the Credential Provider by the Credential Recipient to whom it pertains, the Credential Provider shall not subsequently provide the disputed information to the Clearinghouse without notice that such information is disputed by the Credential Recipient.

iii. Upon receiving notice that a Credential Recipient has disputed to the Clearinghouse the accuracy of any information the Credential Provider furnished, the Credential Provider shall: (1) investigate the dispute and review all relevant information provided by the Clearinghouse to the Credential Provider about the dispute; (2) report its findings regarding the disputed information to the Clearinghouse; (3) provide corrected information to the Clearinghouse if the investigation shows the information is incomplete or inaccurate; and (4) correct any inaccurate information and not subsequently provide the inaccurate information to the Clearinghouse. The Credential Provider shall complete these steps within twenty (20) days of the date the Clearinghouse provides the Credential Provider with notice of the Credential Recipient's dispute. However, if during this period, the Clearinghouse provides the Credential Provider with additional relevant information regarding the dispute that the Credential Recipient subsequently provided,

the Credential Provider will have an additional ten (10) days to complete its investigation and take any necessary action with respect to the disputed information.

d. Compliance with Privacy Requirements.

i. The Credential Provider represents and warrants that it is not an educational institution or agency subject to FERPA.

ii. The Credential Provider shall comply with applicable federal, state, local, and international laws and regulations regarding the privacy of the Credential Recipient Information disclosed to the Clearinghouse under this Agreement, including but not limited to any requirements that would legally obligate the Credential Provider to provide a Credential Recipient (or the Credential Recipient's parent or guardian): (1) notice of the data (or categories of data) Credential Provider collects pertaining to the Credential Recipient; (2) notice of how the Credential Provider uses the Credential Recipient's data (or categories of data); (3) notice of the parties (or categories of parties) to which the Credential Provider sends, discloses, or otherwise provides access to the Credential Recipient's data; (4) the opportunity to opt out of one or more uses of the Credential Recipient's data; or (5) the opportunity to opt in to one or more uses of the Credential Recipient's data.

iii. The Credential Provider shall keep a written record of the notices, opt out opportunities, and opt in opportunities provided to Credential Recipients, and allow the Clearinghouse to conduct periodic audits of such records, upon request.

iv. By sending Credential Recipient Information to the Clearinghouse pursuant to this Agreement, the Credential Provider certifies that it has provided the notices, opt out opportunities, and opt in opportunities required by law to each Credential Recipient (or the Credential Recipient's parent or guardian) whose data is included in the submission.

v. In addition to its indemnification obligations under Section 9(b), the Credential Provider shall indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, fines, expenses, damages, and injuries (including, without limitation, reasonable attorneys' fees and costs) incurred by the Clearinghouse as a result of the Credential Provider's breach of its obligations under this Section 6(d).

7. Clearinghouse Information Security Obligations.

a. The Clearinghouse shall comply with applicable federal, state, local, and international laws and regulations regarding the privacy and security of Credential Recipient Information sent by Credential Provider to the Clearinghouse, and in the Clearinghouse's creation, collection, receipt, access, use, storage, disposal, disclosure, and processing of PII.

b. The Clearinghouse shall employ reasonable security measures to protect Credential Recipient Information, in accordance with accepted industry standards, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

c. The Clearinghouse shall back up Credential Recipient Information on a regular basis, in accordance with the Clearinghouse's business continuity and disaster recovery plans.

d. The Clearinghouse represents and warrants that any websites and systems used to access Credential Recipient Information will use secured transmissions, with login and password credentials required for anyone accessing such websites or systems.

e. The Clearinghouse shall maintain procedures and safeguards to limit physical access to Credential Recipient Information, and the facility or facilities in which such Credential Recipient Information is stored, so that only properly authorized access is allowed, including physical barriers that require keyed-entry or electronic control validation (e.g., card access systems) or validation by human security personnel.

f. The Clearinghouse shall maintain appropriate technical safeguards to ensure that Credential Recipient Information transmitted over an electronic communications network is not accessed by unauthorized persons or groups. The Clearinghouse shall use encryption when Credential Recipient Information within its control is in transit or at rest. The Clearinghouse shall not send unencrypted Credential Recipient Information over public networks to third parties.

g. The Clearinghouse shall maintain on-going security awareness among its employees, through training or other means that provide employees with updates to relevant security procedures and policies (including guarding against, detecting, and reporting malicious software and activities).

8. Unauthorized Access, Use, or Disclosure of PII.

a. If the Credential Provider learns or has reason to believe that unauthorized access to a password protected area of a Clearinghouse website or system has occurred or is about to occur, the Credential Provider shall notify the Clearinghouse promptly, and without unreasonable delay, and the Clearinghouse may suspend access to the website or system until the threat has been contained.

b. If either party determines that there has been an unauthorized or improper access, use, or disclosure of PII provided to such party by the other party under this Agreement, the party discovering the unauthorized or improper access, use, or disclosure must promptly notify the party that provided the PII within seventy-two (72) hours of discovery (or any shorter period required by applicable law), unless such party is legally prohibited from providing notification or specifically directed by law enforcement not to do so. The notification must include the nature of the incident, the PII that was compromised, and the action taken or to be taken. Each party shall reasonably assist the other party in remediating and mitigating any potential damage resulting from an unauthorized or improper access, use, or disclosure of PII. Each party shall bear the costs of such remediation or mitigation, to the extent that the unauthorized or improper access, use, or disclosure of PII was caused by its acts or omissions.

c. If any unauthorized access to or improper disclosure of PII contained within the Credential Recipient Information sent by the Credential Provider to the Clearinghouse is caused by the Clearinghouse's breach of its security and/or privacy obligations under this Agreement, then the Clearinghouse shall be responsible for the performance and costs of: (i) a forensic investigation to determine the cause of the incident, if reasonably necessary, after which the Clearinghouse shall provide the Credential Provider with a description of the incident, what PII was affected, and what steps have been taken to mitigate the effects of the incident; (ii) providing notification of the incident as required by applicable law, including any required notification to government and relevant industry self-regulatory agencies; (iii) providing credit file or identity monitoring (as required by state law based on the PII that was accessed or disclosed); and (iv) operating an identity theft call center to respond to questions from Credential Recipients whose PII may have been accessed or disclosed for a period of one (1) year after the date on which such Credential Recipients were notified of the unauthorized access or disclosure. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE CLEARINGHOUSE SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT RESULT FROM GROSS NEGLIGENCE, RECKLESS MISCONDUCT, WILLFUL MISCONDUCT, OR FRAUD BY THE CREDENTIAL PROVIDER OR ITS AUTHORIZED PERSONS.

9. Indemnification.

a. The Clearinghouse shall indemnify, defend, and hold harmless the Credential Provider from and against any and all losses, liabilities, expenses, damages, and injuries (including, without limitation, reasonable attorneys' fees and costs) that the Credential Provider may sustain arising out of or related to any third-party claim alleging: (i) a breach of this Agreement by the Clearinghouse or its Authorized Persons; (ii) the Clearinghouse's failure to notify any and all parties required to receive notification of any unauthorized access to or improper disclosure of PII pursuant to Section 8(c); (iii) any negligent or more culpable act or omission of the Clearinghouse or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (iv) any failure by the Clearinghouse 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.

b. The Credential Provider shall indemnify, defend, and hold harmless the Clearinghouse from and against any and all losses, liabilities, expenses, damages, and injuries (including, without limitation, reasonable attorneys' fees and costs) that the Clearinghouse may sustain arising out of or related to any third-party claim alleging: (i) a breach of this Agreement by the Credential Provider or its Authorized Persons; (ii) the Clearinghouse's use and/or re-disclosure of inaccurate or incomplete information received from the Credential Provider; (iii) the Credential Provider's failure to notify the Clearinghouse of any suspected or actual unauthorized access to a password protected area of a Clearinghouse website or system; (iv) any negligent or more culpable act or omission of the Credential Provider or its Authorized Persons (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or (v) any failure by the Credential Provider 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.

10. Term and Termination. The term of this Agreement begins on the Effective Date, and continues until the Agreement is terminated. Either party may terminate this Agreement by providing written notice, if the other party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party provides the breaching party with written notice describing the breach. Either party may also terminate this Agreement without cause by providing ninety (90) days' written notice to the other party. Section 3 (Data Ownership and Permissible Uses), Section 5 (Shared Obligations), Section 9 (Indemnification), Section 10 (Term and Termination), Section 11 (Disclaimer of Warranties), Section 12 (Limitation of Liability), and Section 13(g) (Waiver of Jury Trial) will survive termination of the Agreement and continue in full force and effect.

11. Disclaimer of Warranties. The Clearinghouse warrants that the Institution Information that it will disclose to the Credential Provider under this Agreement will consist solely of information provided to the Clearinghouse by its participating educational institutions and Other Credential Issuers. The Clearinghouse does not warrant or guarantee the completeness, accuracy, or reliability of information in its database and disclaims any express or implied warranties of merchantability or fitness for a particular purpose. The Clearinghouse specifically disclaims any responsibility or liability for errors or omissions in information provided by educational institutions and Other Credential Issuers, including direct, indirect, incidental, special, or consequential damages resulting from the use of information provided by educational institutions or Other Credential Issuers and disclosed to the Credential Provider by the Clearinghouse under this Agreement.

12. Limitation of Liability. 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 ACTIVITIES PERFORMED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS

OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF CONFIDENTIAL INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE CONFIDENTIAL INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY 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 EACH OF THE PARTIES HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMER OF WARRANTIES AND DAMAGES SET FORTH IN HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. General Conditions.

a. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) in writing to the other party at its address set forth on the first page of the Agreement, or to any other address that such party may designate from time to time in accordance with this provision. Each party shall deliver all Notices by electronic mail, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the recipient and (ii) if the party giving the Notice has complied with the requirements of this provision.

b. Assignability and Subcontracts. Neither party may assign or otherwise transfer or delegate all, or substantially all, of its rights or obligations under this Agreement without the other party’s prior written consent. Any purported assignment or delegation in violation of this provision will be null and void. Notwithstanding the foregoing restrictions, the Clearinghouse may assign its rights and obligations under this Agreement to the National Student Clearinghouse Research Center or any similar entity which is more than fifty percent (50%) under its control, or to a successor entity. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. Either party may enter into subcontracts provided that, before any subcontractor begins work, the subcontracting party enters into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of the other party as the terms of this Agreement, and the subcontracting party uses commercially reasonable efforts to subcontract only with persons or companies that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

c. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter addressed in this Agreement, and supersedes all prior understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

d. Amendment. This Agreement may only be amended, modified, or supplemented by a written document signed by both parties.

e. Severability. All the provisions in this Agreement are severable. If any term or provision of this Agreement is declared invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

f. Waiver. The failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions and will not preclude such party from enforcing each and every provision of the Agreement in accordance with its terms.

g. Waiver of Jury Trial. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Agreement.

h. Force Majeure. Neither party will 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: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency, including but not limited to natural disasters or pandemics; and (viii) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give the other party written notice within thirty (30) days of the force majeure event, stating the period of time the event is expected to continue, and shall use diligent efforts to end the failure or delay minimize the effects of the force majeure event.

i. **Authority to Sign.** Each party represents that the individual signing this Agreement on its behalf has the authority to sign and to legally bind such party. Each party further represents that its execution, delivery, and performance of this Agreement has been fully and validly authorized.

Exhibit A

Data Record Layouts

The Data Record Layouts are set forth in the National Student Clearinghouse Industry Credentials Implementation Guide, available online at:
https://studentclearinghouse.info/onestop/wp-content/uploads/IndustryCredentials_ImplementationGuide.pdf

Exhibit B

Data Elements of Institution Information to be Provided by the Clearinghouse

The information in the Institution Information files will include enrollment and academic achievement information for Credential Recipients included in a Credential Recipient Information file sent to the Clearinghouse by Credential Provider, for institutions attended at any point during Credential Recipients' postsecondary academic careers, as well as credentials issued by Other Credential Issuers for such Credential Recipients' professional, educational, and other certifications, achievements, and accomplishments.

Information will include:

- Whether the record was found (Y or N)
- Enrollment period (dates)
- Enrollment status (full-time, half-time, etc. if Directory Information)
- School name, school OPEID code
- Institution state
- School characteristics (type or level) – 2-year/4-year, public/private
- Enrollment major 1
- Enrollment CIP 1
- Enrollment major 2
- Enrollment CIP 2
- College graduation status (Y or N)
- College graduation date and major if available
- Degree CIP 1
- Other credentials held
- Credential award date