



Electronic Transcript Exchange Agreement for Receiving Organizations

1. The National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia (“Clearinghouse”) and the undersigned Receiving Organization (“Receiver”) 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 transcript files 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 Receiver 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 receiving of transcripts through electronic means with postsecondary institutions who have formally agreed to participate in the ETX program. The Receiver agrees to receive transcripts in an electronic format that is acceptable to the Clearinghouse and other ETX participants.
4. The Clearinghouse agrees to electronically notify the Receiver when the electronic transcript has been placed in their mailbox, indicating how they can retrieve the document. The Clearinghouse does not store or maintain copies of the transcript in its database.
5. The Clearinghouse will not charge the Receiver for services provided under this Agreement.
6. The parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including FERPA and other laws concerning the privacy and confidentiality of information and records. The Receiver agrees that the Clearinghouse will not be responsible for actions, errors, or omissions of the Receiver.
7. The Receiver 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: contracts@studentclearinghouse.org

The Clearinghouse agrees to provide all notices under this Agreement to the signatory and address below unless otherwise instructed in writing by the Receiver. 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 Receiver.

8. The parties agree that all rights and obligations under this Agreement shall be interpreted, governed and enforced under the laws of Virginia, without giving effect to its choice or conflicts of law provisions.
9. 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.

10. 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.

NATIONAL STUDENT CLEARINGHOUSE

	Receiver
Signature	OPEID (leave blank if unknown)
Ricardo D. Torres	
Print Name	Signature Date
President	Print Name
Title	Title
Date	Street Address
www.studentclearinghouse.org	City/State/Zip
	Telephone
	Email

Your Service Implementation Contact

If we should contact someone else at your organization other than the contract signee to initiate your service, please provide his/her name and contact information below.

Name (please print or type)	Title
Telephone	Email