National Student Clearinghouse

DegreeVerify Agreement for Educational Requestors

1. Parties. The National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of Virginia, provides a nationwide, central repository for information about the enrollment and educational achievements of secondary and postsecondary education students. Educational institutions regularly report student enrollment and degree information to the Clearinghouse. Acting as agent for educational institutions, the Clearinghouse reports student enrollment and degree information to authorized recipients. The University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees (the "Requestor") wishes to request verification of degree and enrollment information through the Clearinghouse on current, former and prospective employees. The Clearinghouse and the undersigned Requestor agree to the terms and conditions set forth in this DegreeVerify Agreement ("Agreement").

2. Consideration. Acting as agent for educational institutions, the Clearinghouse agrees to verify an individual’s degree, diploma, other educational achievements, and related information, such as dates of attendance, in accordance with this Agreement. The Requestor agrees to pay any applicable transaction fees set forth in Section 11 below and otherwise abide by the terms of this Agreement.

3. Services. The Clearinghouse agrees to provide a timely response to each verification request based exclusively on data provided by participating educational institutions. The Clearinghouse shall not release or confirm Social Security numbers and shall not release any information in violation of the Family Education Rights and Privacy Act (FERPA), and shall, under certain circumstances, consult with or refer a request to an educational institution. The Requestor agrees to use the Clearinghouse’s automated, web-based verification service and the Clearinghouse’s approved inquiry process regarding additional information, if advised that the system is unable to verify such information for any reason.

4. Privacy and Security of Information. The Clearinghouse agrees to institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems, including the security of credit card numbers and all other data submitted by the Requestor. The Requestor acknowledges and agrees that the Clearinghouse shall maintain a detailed record of each verification request that is attempted or completed ("request record") and shall make the request record available to the pertinent educational institution or its designated agent for review.

The Clearinghouse agrees to indemnify and hold the Requestor harmless from any direct loss, cost, damage, or expense suffered by the Requestor as a direct result of the Clearinghouse’s failure to comply with its obligations under this Agreement.

Both parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including in particular FERPA and other laws concerning the privacy and confidentiality of information and records.
5. Re-disclosure of information prohibited. A Requestor may obtain information from the Clearinghouse under this Agreement for its own use or on behalf of an employer, employment agency, background checking firms, and similar organizations, and may release the information to that other entity. The Requestor agrees that it will not otherwise release, transfer, distribute, share or re-disclose any information that it has obtained from the Clearinghouse to any other entity or individual, whether for sale or free of charge, except to the student whose information was verified. The Requestor agrees further that if it obtains information from the Clearinghouse under this Agreement on behalf of another entity, it will release the information to that other entity only on the condition that the other entity agrees in writing not to release, transfer, distribute, share or otherwise re-disclose any of the information obtained from the Clearinghouse to any other entity or individual, whether for sale or free of charge, except to the student whose information was verified.

6. Insurance, Warranties and Disclaimers of Liability. The Clearinghouse warrants that under this Agreement it verifies or releases only information provided by educational institutions. The Clearinghouse agrees to maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars ($2,000,000).

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, including direct, indirect, incidental, special, or consequential damages resulting from the use of information provided by the educational institution and verified or released by the Clearinghouse under this Agreement.

7. Notices. The Requestor agrees to provide all notices under this Agreement to:

National Student Clearinghouse
13454 Sunrise Valley Drive, Suite 300
Herndon, VA 20171
Attn: President
Fax: 703-318-4058

The Clearinghouse agrees to provide all notices to the Requestor to the signatory and address below unless otherwise instructed in writing by the Requestor. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational, systems, and billing issues related to enrollment verification unless otherwise instructed in writing by the Requestor.

8. Effective Date, Termination, and Modification. 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. The Clearinghouse and the Requestor agree that any subsequent modifications to this Agreement will be made only in writing.

9. Choice of Law. The Clearinghouse and the Requestor agree that all rights and obligations under this Agreement will be interpreted, governed and enforced under the laws of Florida, without giving effect to its choice or conflicts of law provisions.
10. Survival. The Clearinghouse and the Requestor agree that all representations, covenants, prohibitions, warranties, and disclaimers of liabilities 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.

11. Fees. The Requestor will pay no transaction fees for this service as long as the Requestor is also an institution that is a participant in the Clearinghouse DegreeVerify program, meaning that it has authorized the Clearinghouse to act as its agent to verify degrees it awarded to alumni, remains in compliance with all terms and conditions of the DegreeVerify Agreement for Educational Institutions and refers all requestors of degree verification data to the Clearinghouse. Otherwise, the Requestor will pay transaction fees in accordance with the attached schedule of fees. The Requestor agrees to remit payment within forty (40) days of receipt of the Clearinghouse's statement for services rendered.

INITIAL ONE OF THE OPTIONS BELOW

a. The Requestor shall always obtain the student's signed and dated written consent allowing the school to release the specified degree and/or enrollment information to the Requestor or the company it represents. The Requestor agrees that so long as this Agreement remains in effect it will maintain each student's written consent to release the requested information in a medium that may be retrieved in a recognizable form for two years from the date of the consent and will provide a copy of such consent to the Clearinghouse upon request. The Requestor agrees further that it will provide the Clearinghouse with a copy of every remaining consent to release information upon termination of this Agreement if requested by the Clearinghouse.

CK (initial)

- or -

b. The Requestor shall not always obtain the student's signed and dated written consent.

(Initial)

NATIONAL STUDENT CLEARINGHOUSE

Signature        Ricardo D. Torres
Name             Ricardo D. Torres
Title             President
Date              8-29-08
www.studentclearinghouse.org

UNIVERSITY OF WEST FLORIDA

Signature        Chula G. King
Name             Dr. Chula G. King
Title             Provost
OPE ID # 003855
Date             14 August 2008
Address           11000 University Parkway
City/State/Zip    Pensacola FL 32514
E-mail address:  http://uwf.edu/registrar
Telephone:       850-474-2244

Approved As To Form And Legality:

UWF Attorney

(August 29, 2008)

DV Agreement for DV School Requestors.doc

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Rev. 051607
Schedule of Fees for Colleges & Universities  
Published July 1, 2008, and Effective Until Further Notice

<table>
<thead>
<tr>
<th>Core Service</th>
<th></th>
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<tbody>
<tr>
<td><strong>Federal Family Education Loan Program</strong></td>
<td></td>
</tr>
<tr>
<td>Student Status Confirmation Reports (SSCRs) for guaranty agencies and NSLDS</td>
<td>No charge</td>
</tr>
<tr>
<td>Deferral forms and enrollment verifications</td>
<td>No charge</td>
</tr>
<tr>
<td><strong>Federal Direct Student Loan Program</strong></td>
<td></td>
</tr>
<tr>
<td>SSCRs through the NSLDS</td>
<td>No charge</td>
</tr>
<tr>
<td>Deferral forms and enrollment verifications</td>
<td>No charge</td>
</tr>
<tr>
<td><strong>Online Data</strong></td>
<td></td>
</tr>
<tr>
<td>Electronic reports made to other eligible requestors</td>
<td>No charge</td>
</tr>
<tr>
<td>Secure Web access to institution- and student-specific data</td>
<td>No charge</td>
</tr>
<tr>
<td><strong>Optional Enrollment Verification</strong></td>
<td></td>
</tr>
<tr>
<td>Perkins and private loan deferments and processing requests from scholarship grant and other aid programs</td>
<td>No charge to institutions that participate in our free EnrollmentVerify service. (Non-participating institutions pay $1.50 per certificate.)</td>
</tr>
</tbody>
</table>

**DegreeVerify**  
Verification of degrees and other academic achievements to employers, background screening firms and others.  
No charge

**EnrollmentVerify**  
Verification of enrollment to employers and student service providers (e.g., health insurers, credit grantors, housing providers, travel companies, software discounters, etc.).  
No charge

*Enrollment is equal to the fall enrollment (headcount) as reported to the federal government (IPEDS).

For more Information or assistance, call 703-742-4200
# Schedule of Fees for Colleges & Universities (cont’d)

## StudentTracker
Reports on the enrollment status at other institutions of your prospective, current and former students.

A single StudentTracker subscription can be used by all collegiate areas budgeted from institutional funds that are not funded or reimbursed by outside entities.

There are three options, you can:

1. Pay an annual fee equal to your school’s enrollment* times 10¢, payable in advance (minimum annual fee is $300).
2. Reduce the fee by 50% (you pay only 5¢ times your school's enrollment or a $150 minimum) by:
   - Participating in our free DegreeVerify and EnrollmentVerify services, OR
   - Reporting the additional data elements being added to the Clearinghouse database.
3. Get StudentTracker for FREE by:
   - Participating in our free DegreeVerify and EnrollmentVerify services, AND
   - Reporting the additional data elements.

## StudentTracker for Outreach Programs
Reports on the post-secondary enrollment of outreach program participants nationwide.

$425 per year

## Student Self-Service
Online service that lets students print enrollment certificates, view their enrollment histories and student loan deferments, check enrollment verifications performed on their behalf, and link to real-time information on their student loans.

No charge. (You must participate in Core Service, DegreeVerify and EnrollmentVerify.)

## Transcript Services
**Electronic Transcript Exchange**

Web-based service that enables participants to securely exchange electronic transcripts via the Clearinghouse secure network.

There are two options, you can:

1. Participate in Transcript Ordering and get Electronic Transcript Exchange for free.
2. Pay an annual fee equal to your school’s enrollment* times 10¢, payable in advance (minimum annual fee is $300).

*Note: There is no charge to receive transcripts.*

## Schedule of Fees for Colleges & Universities (cont’d)

*Enrollment is equal to the fall enrollment (headcount) as reported to the federal government (IPEDS).*

For more information or assistance, call 703-742-4200
<table>
<thead>
<tr>
<th>Transcript Services (cont’d)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transcript Ordering</strong></td>
<td></td>
</tr>
<tr>
<td>Web-based transcript ordering, including credit card processing and consent form collection/archival.</td>
<td>No charge</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Clearinghouse Academy</th>
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<tbody>
<tr>
<td>Half-day workshop that teaches you how to more fully utilize our services. Workshops are held regularly throughout the country.</td>
<td>No charge</td>
</tr>
</tbody>
</table>

*Enrollment is equal to the fall enrollment (headcount) as reported to the federal government (IPEDS).*