

## REMOTE ACCESS, CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT, AND AUTHENTICATION

THIS REMOTE ACCESS, CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT and AUTHENTICATION (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Pennsylvania Higher Education Assistance Agency, an agency of and on behalf of the Commonwealth of Pennsylvania, having an address at 1200 North 7th Street, Harrisburg, Pennsylvania 17102-1444 ("PHEAA"), and the organization identified below by name and principal address ("Organization").

Name of Organization:

\_\_\_\_\_

Principal Address:

\_\_\_\_\_

### WITNESSETH

WHEREAS, PHEAA was created by the Commonwealth of Pennsylvania by the Act of August 7, 1963, P.L. 549 (the "Act") for the purpose of improving the higher educational opportunities of persons who are residents of the Commonwealth of Pennsylvania by assisting them in meeting their expenses in higher education through, inter alia, grants, work study awards, and educational loans; and

WHEREAS, PHEAA has developed various services and programs which organizations may remotely access and which assist educational institutions in the management of their files, including but not limited to student financial aid, pertaining to their current or former students by providing to them on-line automated capabilities (collectively, the "Remote Access Services Program"); and

WHEREAS, Organization desires to participate in the Remote Access Services Program, and PHEAA desires to provide the Remote Access Services Program to Organization, pursuant to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Agreement agree as follows:

### 1. DEFINITIONS

The following capitalized terms shall have the meanings specified in this Section 1. Other terms defined in the text of this Agreement shall have the meanings there ascribed.

1.1 "Agreement" means this Remote Access, Confidentiality and Indemnification Agreement and Authentication, including any Schedule, Attachment, or Exhibit attached hereto and each amendment hereafter adopted.

1.2 "Authoritative Source" means the individual who is responsible for notifying PHEAA immediately when Organization approves, modifies, or deletes remote access to the PHEAA System for Organization. The Organization designates the Authoritative Source on the "Request for Authoritative Source Status," as defined in Section 1.11, executed by both the designated individual and his/her immediate supervisor.

1.3 "BPAMS" means the Business Partner Access Management System created, owned, utilized, and maintained by PHEAA to provide designated employees of Organization access to the Remote Access Services Program.

1.4 "Breach" means any unauthorized acquisition of, use of, or access to data that compromises the security, confidentiality, or integrity of Confidential Information maintained by or for a Recipient, which has the meaning assigned to it in Section 1.6.

1.5 "Business Day" means a day of the year other than a Saturday or Sunday, or other than a day on which PHEAA or Organization is required or authorized by law to remain closed, and on which either does remain closed.

1.6 "Confidential Information" shall include, but not be limited to, information disclosed by or through any party to this Agreement ("Disclosing Party") to any other party hereto ("Recipient"), whether in writing, orally or by any other means, which is confidential and/or proprietary. Such information may include, without limitation: (a) Nonpublic Personal Information ("NPPI"), as defined in 12 CFR Part 40, as amended from time to time, concerning students and/or Organization's students or parents/spouses of Organization's students; (b) all forms and types of financial, business, technical, or economic information including oral presentations pertaining to services; marketing strategies; computer software, software designs, and services; business plans and logic; computer hardware used by PHEAA or Organization; targeting methods; and other information, documents, and materials that pertain to operation policies, procedures, and any other aspects of the business of PHEAA or Organization; (c) financial and pricing information of PHEAA or Organization involving student loans; (d) proprietary software developed by PHEAA. "Confidential Information" shall also include "Consumer Information" and "Customer Information" as defined in The Interagency Guidelines Establishing Standards for Information Security, 12 CFR Part 30 (Appendix B), as amended from time to time ("Guidelines"); and all training manuals and/or documentation.

1.7 "DLCO System" means the direct loan consolidation origination system created, owned, leased, utilized or maintained by PHEAA as more fully described in Section 2.1 herein.

1.8 "NSLDS" means the National Student Loan Data System.

1.9 "PHEAA System" means any computer and network system, including software applications, created, owned, leased, utilized or maintained by PHEAA. PHEAA System includes the DLCO System.

1.10 "Remote Access Services Program" means the various services and programs developed by PHEAA for organizations, by which PHEAA will, pursuant to this Agreement, allow Organization access to various student information related to Organization. For purposes of this Agreement, the Remote Access Services Program includes the functionality described in Section 2.1.

1.11 "Request for Authoritative Source Status" means the document attached hereto as Attachment A which is incorporated into this Agreement by reference.

1.12 "Third Party Service Provider" means any and "Third Party Service Providers", means all, person(s) or entity(ies) that receives, maintains, processes, or is otherwise permitted access to information that may be provided to Organization pursuant to the Remote Access Services Program.

## 2. OBLIGATIONS OF PHEAA

2.1 PHEAA agrees to provide, or cause to be provided, to Organization the Remote Access Services Program, including a temporary, nontransferable, nonexclusive, license to access the PHEAA System with respect to Organization's students only. Organizations will have read and update access as set forth below in this Section 2.1. Organization's access shall be subject to the terms and limitations set forth in this Agreement, and will be granted until such time as the earliest of the following occurs: (a) PHEAA requests that Organization cease using the Remote Access Services Program or (b) this Agreement is terminated. Organization's access to the Remote Access Services Program includes only the information described below:

(i) AES Loan Processing and Servicing - Organization may view/update information related to Title IV loan programs and Alternative loans associated with Organization as needed to aid Organization in the administration of student loans. Information provided may include borrower specific information needed to guaranty, originate, or service a loan, such as loan balance, loan history, disbursement dates and amounts, demographic information, loan status, and repayment information.

(ii) FedLoan Servicing - Organization may view detail information for loans owned by the Department of Education and serviced by FedLoan Servicing as needed to aid Organizations in debt management activities for Title IV loans for any borrower associated with Organization. Information provided may include borrower specific information needed to service a loan, such as, loan balance, loan history, disbursement dates and amounts, demographic information, loan status, and repayment information.

(iii) Financial Aid Services (FAS) - Based on the services for which Organization designates PHEAA as the destination point for the exchange of financial aid data with the Department of Education, Organization may receive the following data and/or services: Application data, Change/Correction capability, Institutional Student Information Record (ISIR), Transfer Student Monitoring (TSM/FAH), Electronic Cohort Default Rate (eCDR), Federal Grants, Federal Direct Loans and Federal Direct Loan Delinquency Reports and other reports. This data includes student and parent income and asset information, Federal Grant Award information and student financial aid history. If Organization designates PHEAA as its destination point for the receipt of the ISIR or uploads ISIR data to PHEAA, it would also have the following proprietary functionality available: Student Record including; EFC Calculations, Letter Writing and Automated Packaging.

(iv) State Grant and Special Programs - Data that may be provided includes both financial and non-financial applicant information received from various sources related to the student and parent(s), for dependent students, or student and spouse, for independent students, such as, financial aid award amounts by program (both annual and cumulative), applicant status information, and other information necessary for financial aid administration.

(v) Direct Loan Consolidation Origination System - Organization may view/update information related to the consolidation of education loans identified by NSLDS as serviced by Organization, including but not limited to submit Organization's loan verification certificates ("LVC") records, download a payoff manifest, and create a payment adjustment manifest. Information provided may include borrower specific information needed to complete the origination of a consolidation loan, such as loan type, account number, and first disbursement dates. For LVC records, Organization will have the ability to input data into the DLCO System regarding the current loan balance, repayment plan, and interest rate for the identified loans Organization services that borrower included in the consolidation application. If any identified loans provided in the LVC are not serviced by Organization, Organization shall notify PHEAA. For the payoff manifest, Organization will have the ability to view the loan payoff amount for all loans included in a borrower's consolidation that are serviced by Organization. Any corrections to the data previously submitted by Organization will be updated by Organization through the payment adjustment manifest.

2.2 From time to time, PHEAA may unilaterally update, amend, change, or discontinue the Remote Access Services Program.

2.3 Pursuant to the request of Organization and subject to PHEAA's system and policy constraints, PHEAA agrees to provide employees or agents of Organization, as authorized by Organization's Authoritative Source pursuant to Section 4.1 hereof, with access to certain screens and selected records containing information, including Confidential Information, related to Organization's student financial aid records. Upon completion of required documents and after the approval of a user profile, each authorized user will receive a unique user ID and password for access to the PHEAA System. When a request for access is approved by the Authoritative Source, the user ID will be emailed to the Authoritative Source, and the user's temporary password will be emailed to the user.

2.4 PHEAA agrees to provide designated employees or agents of Organization with reasonable instruction and training on the proper use and care of the Remote Access Services Program.

2.5 If PHEAA is called upon to investigate and research problems with respect to the Remote Access Services Program beyond PHEAA's normal maintenance activities, and it is determined that the problem was created by or in part caused by Organization's equipment, software or employee, representative, and/or agent, PHEAA may invoice Organization. Organization agrees to pay for services at a rate of Seventy Five Dollars (\$75.00) per hour or fraction thereof. Organization also agrees to pay additional charges presented to or incurred by PHEAA (for example, by an outside vendor) as a result of a problem created by or in part caused by Organization's equipment, software or employee, representative, and/or agent.

2.6 PHEAA may, at its sole discretion, charge additional fees for the Remote Access Services Program or any other services related to the Remote Access Service Program that are requested by Organization. PHEAA shall notify Organization in writing prior to its initial assessment of any such additional fees. Upon receipt of PHEAA's written notice of a fee (other than the IT servicing fee set forth in Section 2.5) or increase in fee, Organization shall have thirty (30) days to give written notice to PHEAA that Organization wishes to terminate this Agreement. Organization agrees not to charge Organization's students or their parents a fee to defray the cost of any of the services or activities provided by the Remote Access Services Program.

2.7 PHEAA DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE REMOTE ACCESS SERVICES PROGRAM, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Section 2.7 applies only to the Remote Access Services Program and is not intended to disclaim any warranty, either express or implied, provided under any other agreement between Organization and PHEAA.

## 3. OBLIGATIONS OF ORGANIZATION

3.1 Organization agrees that it has been and shall continue to be responsible for directing PHEAA on, and for setting parameters for, the information, including any Confidential Information, to be provided to designated employees or agents of Organization under this Agreement. Such direction shall be provided to PHEAA in writing, and shall in all cases be subject to final review and approval by PHEAA (which review and approval shall not be unreasonably withheld).

(i) If Organization has multiple campuses, such campuses are identified in Exhibit 1 attached hereto and incorporated into the Agreement, if applicable.

(ii) Organization must inform PHEAA if Organization wishes for PHEAA to provide any Third Party Service Provider with access to the Remote Services Program by providing PHEAA with an executed Request for Access to Remote Access Services Program by Third Party Service Provider, using the form attached as Exhibit 2 to this Agreement. Organization shall utilize only those Third Party Service Providers that are capable of maintaining appropriate safeguards for the Customer Information and shall require all Third Party Service Providers by contract to implement and maintain such safeguards. Organization must notify PHEAA of the termination of such relationships.

3.2 Organization must notify PHEAA immediately if Organization wishes to terminate or modify the access provided by PHEAA pursuant to the Remote Access Services Program so that PHEAA may terminate the

designated employee's or agent's access to the Remote Access Services Program. Such notification shall be provided by the Authoritative Source via BPAMS with respect to authorized users. If the individual identified as the Authoritative Source is no longer functioning as the Authoritative Source, Organization shall follow the steps in Section 4.2 (iii). For any Third Party Service Provider, such notification shall be provided on Exhibit 2, specifically if Organization wants to terminate the access of a Third Party Service Provider prior to the expiration of this Agreement term.

3.3 Organization and its authorized users shall use the Remote Access Services Program only for the purposes contemplated herein; any unauthorized use may, at PHEAA's sole discretion, result in immediate termination of Organization's access to the Remote Access Services Program (including access provided to any Third Party Service Provider). Organization is responsible for safeguarding all mechanisms including but not limited to unattended monitor screens, passwords, and security devices used to access the Remote Access Services Program. Organization agrees not to provide or otherwise make available the Remote Access Services Program in any form to any person other than Organization's authorized employees, agents, or representatives, without PHEAA's prior written consent.

3.4 Organization shall not make use of any other party's Confidential Information for any purpose other than to perform the services contemplated under this Agreement. Without limiting the foregoing, Organization agrees that it shall not store data accessed through the Remote Access Services Program beyond its intended use pursuant to this Agreement. Organization shall not disclose, transfer, use, copy, or allow any employee, agent or any third party access to Confidential Information of any other party hereto, except for those who have a need to know such Confidential Information in order for Organization to utilize the information identified in Section 2.1. If disclosed to any third party, the third party must be individually bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this Section 3.

3.5 Organization shall counsel and instruct its employees, representatives and agents, including any Third Party Service Provider, that they may not disclose to unauthorized persons any Confidential Information to which such employees, representatives and agents have access as a result of their work with the records and systems of PHEAA under the Remote Access Services Program.

3.6 In addition to the other obligations set forth herein, Organization agrees to comply with all applicable federal and state laws, and rules and regulations of applicable regulatory agencies, protecting the Confidential Information and privacy rights of Disclosing Party and its customers, including, without limitation, Title V of the federal Gramm-Leach-Bliley Act (15 U.S.C. §§6801-19 et seq.) and the federal Economic Espionage Act (18 U.S.C. Section 1831 et seq.), as well as any other applicable federal or state laws, rules or regulations applicable to the services contemplated under this Agreement.

3.7 Organization shall implement and maintain an appropriate security program to protect the confidentiality of Confidential Information in accordance with the requirements of this Agreement and applicable federal and state law. Organization agrees to provide PHEAA, upon request, with a copy of its security program and any updates or amendments thereto. Organization agrees that, upon reasonable notice and at Organization's convenience, PHEAA may audit such security program.

3.8 In the event that Organization knows, or reasonably believes, that there has been a Breach under this Agreement, Organization shall take the following actions at no cost to PHEAA:

- (i) Immediately notify PHEAA of such Breach;
- (ii) Identify to PHEAA what specific data, by customer and account number has or may have been Breached;
- (iii) Monitor any affected accounts for any unusual activity (if appropriate);
- (iv) Take measures to contain and control the incident to prevent further unauthorized access;
- (v) Remedy the circumstances that permitted such Breach to occur; and

- (vi) Cooperate with PHEAA to facilitate PHEAA's compliance with any applicable federal or state law regarding unauthorized access of consumer information.

For the purposes of this Section, in addition to any information considered NPPI under Section 509(4) of the Gramm-Leach-Bliley Act of 1999, NPPI shall include any two of the following: a person's name, address, social security number, telephone number, driver's license or state ID number, account number, credit/debit card account number, access code, password, identification number, or security code. Organization shall fully reimburse PHEAA for the actual costs incurred by PHEAA in remedying or controlling any Breach (including but not limited to costs relating to credit monitoring or mailing notices to individuals whose data has or may have been Breached) where such Breach is the direct result, in whole or in part, of Organization's breach of this Agreement, failure to conform to applicable law, negligence, or from unauthorized access to Organization's computer systems or networks.

3.9 Organization agrees to provide accurate and up to date information into the DLCO System as of the date the information is entered.

## 4. OBLIGATIONS OF ORGANIZATION AND AUTHORITATIVE SOURCE

4.1 The Authoritative Source will serve as the sole source for authorization of access to the PHEAA System and, as such, is responsible for the addition, modification, and deletion of access to the Remote Access Services Program by designated employees or agents of Organization through BPAMS. The Authoritative Source is responsible for notifying PHEAA immediately for approvals, modifications, and deletions for remote access to the PHEAA System for the appropriate users of Organization. Organization further acknowledges and agrees that if the Authoritative Source approves an individual for access, PHEAA may rely on this approval in concluding that such individual has sufficient authority to have such access to the PHEAA System for legitimate business purpose.

4.2 The Authoritative Source, on behalf of Organization, must provide a fully executed Request for Authoritative Source Status for Organization. The Request for Authoritative Source Status is attached hereto as Attachment A and incorporated into this Agreement by reference.

- (i) If Organization needs to utilize more than one Authoritative Source due to its having responsibility for multiple locations or campuses, the delegation of responsibilities per Authoritative Source must be provided.
- (ii) Organization will require the immediate supervisor of the Authoritative Source to execute the Request for Authoritative Source Status.
- (iii) Organization shall notify PHEAA within one (1) Business Day if there are any changes to the Authoritative Source and shall promptly submit a new Request for Authoritative Source Status.

4.3 The Authoritative Source is responsible to complete a review of all user access through BPAMS upon request by PHEAA. Failure to complete the access review as requested will result in the all user access being suspended.

## 5. LIABILITY AND INDEMNIFICATION

5.1 Organization agrees to protect, defend, indemnify and hold harmless PHEAA, its officers, directors, employees and affiliates, successors, or assigns, from and against any and all claims, actions, causes of action, damages, demands, losses, liabilities, obligations or costs (including, without limitation, attorneys' fees and costs) (collectively "Costs") arising from, related to or connected with any manner whatsoever to:

- (i) PHEAA's provision of access to information to Organization or its agents or Third Party Service Providers in accordance with the terms of this Agreement; or
- (ii) Acts or omissions of Organization, or any officer, director, employee, affiliate, agent, contractor, successor or assign of Organization, including, but not limited to the performance or failure to perform under this Agreement, unauthorized access to the PHEAA's systems or databases, the PHEAA System, and/or violation of any applicable state or federal law or regulation by any such party arising from, related to, or connected in any manner to this Agreement.

5.2 Organization acknowledges and agrees to accept any and all liability for the process and calculation services provided herein which result from the information provided by Organization related to such process and functionality provided herein.

5.3 Organization agrees that PHEAA may, in good faith and on reasonable terms, settle any such Costs and that PHEAA's right to indemnification shall extend to any such settlement, provided PHEAA has given notice of such Costs and its intent to settle. PHEAA's right to indemnification is in addition to, and may be exercised independently of, any other remedy held by PHEAA under this Agreement at law or in equity. The indemnification obligations under this Section shall survive the termination or expiration of this Agreement.

5.4 Notwithstanding the foregoing, Organization expressly agrees that PHEAA shall not be liable for any Cost resulting from an act or omission of PHEAA if such act or omission occurred as a result of PHEAA's reliance on information or instruction provided by Organization, or by any officer, director, employee, affiliate, agent, contractor, successor or assign of Organization, or due to any commercially reasonable unavailability of the Remote Access Services Program.

5.5 This Section 5 shall not be read, interpreted, or construed as a waiver of the Sovereign Immunity of the Commonwealth of Pennsylvania.

## 6. TERM

6.1 This Agreement shall commence on the date first written above and shall continue for a period of two (2) years with automatic renewals of one (1) year periods unless terminated or until such date as PHEAA or Organization provides to the other party hereto thirty (30) days prior written notice of termination of the Agreement or upon the occurrence of any of the events set forth in Section 2.1 hereof. Notwithstanding the foregoing, PHEAA may unilaterally terminate this Agreement immediately in the event of: (i) a material breach of any of the warranties or obligations of Organization under this Agreement; (ii) a material change to the applicable federal or state laws or regulations thereunder which materially alters the legality or economics of the non-breaching party's obligations under this Agreement; or (iii) PHEAA's discontinuing the Remote Access Services Program.

6.2 The obligations of the parties under this Agreement with respect to Confidential Information shall survive the termination of this Agreement. Notwithstanding the foregoing, Organization acknowledges that: (i) its obligation under this Agreement with respect to Confidential Information disclosed by PHEAA shall remain in effect for as long as such information shall remain Confidential Information under applicable law and (ii) its obligation under this Agreement with respect to PHEAA's trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.

6.3 Upon the written demand of a Disclosing Party or upon termination of this Agreement, subject to applicable laws, each Recipient shall destroy Disclosing Party's Confidential Information (including the removal of any copies of such Confidential Information in any form whatsoever on Recipient's computer and information storage systems). Recipient shall also provide to Disclosing Party a written certification of destruction, signed by an officer of Recipient duly authorized to legally bind Recipient, such certificate shall address the destruction of the Confidential information from Recipient's systems (including the removal of any copies of such Confidential Information in any form whatsoever on Recipient's computer and information storage systems). If the Confidential Information is on Recipient's back-up or retention system, Recipient shall identify the Confidential Information, and report to Disclosing Party what Confidential Information they will be maintaining, and when and how such records are to be destroyed.

## 7. OWNERSHIP

Organization acquires no ownership in the Remote Access Services Program under this Agreement. PHEAA shall retain any and all rights of ownership, including intellectual property rights, in or related to the Remote Access Services Program and/or in any product, service or data provided to Organization under this Agreement. All products, services, or

work product of any kind, tangible or intangible, developed or contributed by PHEAA (including subcontractors) in connection with the Agreement, and all related patents, copyrights, and other intellectual property rights (collectively, "Work Product") shall be the exclusive property of PHEAA. Work Product may include, but is not limited to, training manuals, computer programs, multi-media content, and records of any sort as well as developments, improvements, and information. Organization acknowledges and agrees that as between Organization and PHEAA, all right, title and interest in the Work Product and any part thereof shall at all times remain solely within the ownership of PHEAA; however, that to the extent such Work Product contains Organization's Confidential Information or intellectual property, Organization shall retain all right, title, and interest in such Confidential Information and intellectual property.

## 8. NOTICES

Any notice or other communication required or that may be given under this Agreement shall be in writing and delivered to the addresses set forth above. Notice shall be sent via overnight courier or registered or certified mail, return receipt requested, postage and express charges prepaid, and shall be considered delivered and effective three (3) days after mailing.

If to PHEAA:

Attention: FedLoan Servicing and Chief Counsel

If to Organization:

Attention: \_\_\_\_\_

The designation of the person to be so notified or the address of such person for the purposes of such notice may be changed from time to time by notice hereunder.

## 9. PARTIES IN INTEREST; ASSIGNMENT

This Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, but shall not be assigned by any party without the written consent of the other party hereto (which consent may be withheld in the sole discretion of such other party).

## 10. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter hereof, and supersedes all previous agreements, discussions and correspondence with respect thereto, and no representations, warranties or agreements, express or implied, of any kind with respect to such subject matter have been made by either party to the other, except as expressly set forth herein. This Agreement may not be amended, modified, superseded, or rescinded, except by a written instrument or document signed by PHEAA and Organization.

## 11. SEVERABILITY

Any term, condition, or provision of this Agreement that is invalid, illegal, or unenforceable for any reason shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining terms, conditions, or provisions hereof or rendering any other term, condition, or provision of this Agreement invalid, illegal, or unenforceable.

## 12. CHOICE OF LAW

This Agreement and the respective rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

## 13. AUTHORITY

Each of the undersigned represent that he or she has the authority to execute this Agreement and legally bind the respective party.

**14. NETWORK ACCESS**

PHEAA controls access to its network, including the Remote Access Services Program, through the utilization of security measures to detect malicious activity, unsafe network activity or abuse. Organization agrees it will not attempt to or actually bypass PHEAA's network and/or computer security controls. Any transfer of Confidential Information to or from PHEAA electronically must be accomplished using a secured, encrypted transmission.

**15. WAIVER**

A failure or delay of any party to enforce any of the provisions hereof may in no way be construed to be a waiver of such provisions of this Agreement. No rights or duties in this Agreement may be waived except in a written instrument or document signed by the parties charged with such waiver.

**16. HEADINGS**

The headings of the various sections, subsections and clauses are solely for the convenience of the parties hereto and shall not control or affect the meaning or construction of this Agreement.

**17. RIGHT TO KNOW**

Organization acknowledges, understands, and agrees that any information provided by Organization to PHEAA which qualifies as a "public record" under Pennsylvania's Right-to-Know Law, 65 PS. §§67.101 et seq., as amended, and as may be further amended in the future, may be subject to disclosure. Organization accordingly waives and releases PHEAA from any actions at law or in equity from compliance with any such disclosure. Organization further acknowledges, understands, and agrees that any such disclosure does not constitute breach of any confidentiality provision otherwise provided for in this Agreement. In the event PHEAA is required to make such disclosure, PHEAA shall make reasonable effort to notify Organization in writing in advance of such disclosure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date first above written.

Pennsylvania Higher Education Assistance Agency

Name of Organization

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

Nathaniel Hench

Name

Sr. Vice President, Public Affairs

Title

Approved as to form and legality

\_\_\_\_\_  
PHEAA Legal Counsel

This agreement has been preapproved by the Pennsylvania Office of Attorney General, 58-FA-6.1

\_\_\_\_\_

\_\_\_\_\_  
Name of Organization

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

\_\_\_\_\_  
Federal Tax Identification Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



PHEAA/FedLoan Servicing, 1200 North 7th Street, Harrisburg, PA 17102

PHEAA conducts its student loan servicing operations for federally-owned assets as FedLoan Servicing.



# EXHIBIT 2

## Request for Access to Remote Access Services Program Form - Third Party Service Provider

Request Type:      New      Terminate

Name of Organization: \_\_\_\_\_

Principal Address:

\_\_\_\_\_

Name of Third Party Service Provider: \_\_\_\_\_

Principal Address:

\_\_\_\_\_

Organization hereby authorizes Third Party Service Provider to act as agent for Organization. Information, including Confidential Information, may be released directly to Third Party Service Provider as Organization's agent. Organization requests and authorizes PHEAA to provide Third Party Service Provider access to the Remote Access Services Program as defined in the Remote Access, Confidentiality and Indemnification Agreement and Authentication, between PHEAA and Organization ("Agreement"). Organization further authorizes Third Party Service Provider to designate its own Authoritative Source, and its Authoritative Source shall be responsible for the addition, modification, and deletion of access to the Remote Access Services Program by designated employees of Third Party Service Provider through BPAMS. Organization acknowledges and agrees that if the Third Party Service Provider's Authoritative Source approves an individual for access, PHEAA may rely on this approval in concluding that such individual has sufficient authority to have such access to the PHEAA System for legitimate business purpose.

Organization shall notify PHEAA immediately if there are any changes to Third Party Service Provider's authorization and shall promptly submit a new Request for Access to Remote Access Services Program Form – Third Party Service Provider.

Organization is responsible to notify PHEAA if Third Party Service Provider is terminated. Organization will provide a new Request for Access to Remote Access Services Program Form for any new third party service provider.

Organization agrees to protect, defend, indemnify and hold PHEAA, its officers, directors, employees and affiliates, successors, or assigns, harmless, in accordance with Section 5 of the Agreement, from any liability that may result in PHEAA's reliance of such authorization for access.

\_\_\_\_\_  
Signature for Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
OPE ID



# ATTACHMENT A

## Request for Authoritative Source Status

Request Information			
Request Type:	Add	Modify	Remove
_____			
Existing User ID Number			
_____			
Institution Name			
_____			
Institution Type:	Post-secondary		
_____			
OPE ID			
_____			
Authoritative Source Information			
_____			
Last Name	_____	First Name	_____
			Middle Initial
			_____
Street Address	_____	City	_____
		State	_____
			Zip
			_____
Daytime Telephone Number	_____	Email Address	_____
			_____
Acknowledgment by Authoritative Source			
<p>I hereby request and agree to serve in the capacity of Authoritative Source for remote PHEAA system access for my institution. As Authoritative Source, I understand and agree that I am responsible to notify PHEAA immediately for approvals, additions, modifications and deletions for remote access to the PHEAA system for the appropriate users at my institution. I acknowledge that if an Authoritative Source approves an individual for access, PHEAA may rely on this approval in concluding that such individual has sufficient authority to have such access to the PHEAA system for a legitimate business purpose.</p>			
_____			
Name	_____	Title	_____
			_____
Signature	_____		Date
			_____
Authoritative Source Immediate Supervisor Information			
<p>As the immediate supervisor for the Authoritative Source, I understand and agree that I am required to notify PHEAA immediately if there are any changes to the Authoritative Source.</p>			
Check to indicate a change of the immediate Supervisor			
_____			
Name	_____	Title	_____
			_____
Daytime Telephone Number	_____	Email Address	_____
			_____
Signature	_____		Date
			_____