FAFSA Confidentiality & Use Agreement

This Confidentiality and Use Agreement (this “Agreement”) is entered into by and between the high school (the “User”) and the Georgia Student Finance Authority (“GSFA”) located at 2082 East Exchange Place Tucker, Georgia 30084. “Party” means either GSFA or the User, and “Parties” means both GSFA and the User.

Recitals

a. GSFA has entered into a Student Aid Internet Gateway Participation Agreement for State Grant Agencies (the “SAIG”) with the U.S. Department of Education (the “Department”) pursuant to which the Department will provide to GSFA certain data concerning the Free Application for Federal Student Aid (“FAFSA”) applicants in order, among other things, to permit GSFA to disclose limited Institutional Student Information Records (“ISIR”) information to local educational agencies, secondary schools, or other entities that have been designated by the Department, including the User, to determine the completion status of a student’s FAFSA and facilitate providing assistance to such students in completing the FAFSA.

b. The SAIG provides that GSFA may disclose a student’s FAFSA Filing Status Information (as hereinafter defined) to the User if the User has an Established Relationship (as hereinafter defined) with the student, provided that the User has executed a written agreement with GSFA containing the provisions set forth herein.

Definitions

a. Authorized Personnel means employees of User who require access to FAFSA Filing Status Information to determine completion status of a student’s FAFSA and facilitate providing assistance to such students in completing the FAFSA, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers or other parties to whom User has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the User with respect to the use and maintenance of Covered Data and Information.

b. Covered Data and Information means all data and information provided to the User pursuant to this Agreement, including ISIR data and FAFSA Filing Status Information.

c. Designated Entity means a public or non-profit entity that has an Established Relationship with the student that the U.S. Secretary of Education has designated as eligible to receive FAFSA Filing Status Information from GSFA.

d. Established Relationship means a relationship with a student FAFSA applicant that meets the requirements of Section 4 of this Agreement.
e. **FAFSA Filing Status Information** means information from an ISIR that GSFA may disclose to the User regarding the completion status of a student’s FAFSA. FAFSA Filing Status Information includes: student’s first name, student’s last name, student’s date of birth, student’s ZIP code, FAFSA submitted date (the date the FAFSA was submitted to the Department), FAFSA processed date (the date the Department processed the FAFSA), a Selected for Verification flag, and a FAFSA completion flag.


g. **HEA** means the Higher Education Act of 1965.

h. **LEA** means a public board of education or other public authority legally constituted within a State for either administrative control of or direction of, or to perform service functions for, public elementary or secondary schools in a city, county, township, school district or other political subdivision of the State; or such combination of school districts or counties a State recognizes as an administrative agency for its public elementary and secondary schools; or any other public institution or agency that has administrative control and direction of a public elementary or secondary school.

i. **Secondary School** means a day or residential school that provides secondary education as determined under State law.

j. **State** means the State of Georgia.

**Data Security**

a. The User shall protect the integrity of all Covered Data and Information received under this Agreement from unauthorized access, use or re-disclosure.

b. The User shall take all steps necessary to safeguard the confidentiality of all Covered Data and Information. The User will restrict access to all Covered Data and Information provided or created under this Agreement to only those Authorized Personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.

c. The User shall advise all Authorized Personnel who have access to the Covered Data and Information of the confidential nature of the data, the safeguards required to protect this data, and criminal sanctions for noncompliance under applicable Federal, state or local laws.

d. The User shall develop, implement, maintain and use reasonable and appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity, and availability of all Covered Data and Information electronically maintained or transmitted pursuant to this Agreement. The User shall process all Covered Data and Information provided or created under this Agreement under the immediate supervision and control of Authorized Personnel in a manner that will protect the confidentiality of the data,
so that unauthorized persons cannot retrieve any data by computer, remote terminal or other means. Systems personnel must enter personal identification numbers when accessing data on the Parties’ system.

e. The User shall access Covered Data and Information only for students with respect to which it has an Established Relationship. The User shall use such Covered Data and Information only for purposes consistent with Section 483(a)(3)(E) of the HEA.

f. The User shall comply with the requirements of FERPA in disclosing any personally identifiable information from students’ education records to GSFA or its agents.

g. The User shall disclose Covered Data and Information only to Authorized Personnel of the User for the purpose set forth herein.

h. The User will not re-disclose or share the FAFSA Filing Status Information obtained from GSFA in personally identifiable form other than (i) to the FAFSA applicant and to the FAFSA applicant’s parents if the applicant is under age 18, to the FAFSA applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the FAFSA applicant (or the FAFSA applicant’s parents if the applicant is under the age of 18), or (ii) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of Section 483(a)(3)(E) of the HEA, 20 U.S.C. 1090(a)(3)(E) and FERPA.

i. The User shall maintain copies of this Agreement.

**Safeguard Standard**

The Parties agree that it will protect the Covered Data and Information it receives from or on behalf of the Parties according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

**Established Relationship**

A User has an Established Relationship with a student if:

a. in the event the User is an LEA, the student is enrolled in a secondary school under the legal authority of the LEA or the LEA is otherwise providing services to the student;

b. in the event the User is a Secondary School, the student is enrolled in such school or such school is otherwise providing services to the student; and

c. in the event the User is a Designated Entity, the student is enrolled in or has registered with or is receiving services from such Designated Entity in order for the Designated Entity to assist the student in pursuit of postsecondary education.
Return or Destruction of Covered Data and Information

Upon termination, cancellation, expiration or other conclusion of the Agreement between the User and GSFA, the user shall, upon written request of GSFA, return to GSFA or, if return is not feasible, destroy all Covered Data and Information in whatever form or medium that the User received from or created on behalf of GSFA.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

The User shall report to GSFA any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by the Parties. The User shall make the report not less than one (1) business day after the User learns of such use or disclosure. The report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the User has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the User has taken or shall take to prevent future similar unauthorized use or disclosure. The User shall provide such other information, including a written report, as reasonably requested.

Oversight and Compliance

GSFA may, at its discretion, monitor the User’s records, processes, procedures, and electronic systems for compliance with the terms of this Agreement. GSFA also may, at its discretion, at any time and from time to time perform on-site inspections of the User to monitor compliance with the terms of this Agreement.

Survival

The respective rights and obligations of all Parties shall survive the termination of this Agreement.