

Agreement for Information Verification Services

This Agreement is made by and between _____ (“Contractor”) and _____ [name of CSU campus] _____ (“CSU”). Contractor and CSU (“parties”) agree as follows:

1. CSU appoints Contractor as a “school official” as that term is used in Title 34, Code of Federal Regulations, §§ 99.7(a)(3)(iii) and 99.31(a)(1), for purposes of responding to requests which come to it to verify CSU degrees and enrollment information. CSU determines that Contractor has a "legitimate educational interest" in responding to requests for degree and enrollment verification as that term is used in the previously cited regulations. Requests for verification may come to Contractor from such sources as employers, recruiting firms, employment verification service businesses, internet job boards, and such sources referred to it from the CSU.
2. As a precondition to verifying CSU degree and enrollment information, Contractor shall obtain a signed and dated, written consent from the student or alumnus ("data subject"), that (1) specifies the records or record data that may be disclosed, (2) states the purpose of the disclosure, and (3) identifies the party or class of parties to whom the disclosure may be made (20 U.S.C. 1232g(b)(1); 34 CFR 99.30). Contractor shall comply, as though it were the CSU, with all of the requirements of the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and the regulations adopted thereunder (34 C.F.R. 99) which address disclosure to third parties of record data.
3. Contractor shall use any personally identifiable information obtained from CSU's educational records only for the specific purpose(s) authorized in the signed, written consent obtained from the data subject. Contractor shall not redisclose information to a third party not authorized in the written consent. Contractor understands the consequences of nonconsensual redisclosure of personally identifiable information and agrees to the not-less-than 5-year prohibition of access to CSU's educational records that may result (20 U.S.C. 1232g(b)(4)(B); 34 C.F.R. 99.33(e)).
4. Contractor's appointment as a school official for enrollment verification purposes is non-exclusive and shall not prohibit CSU from contracting with other verification services or from using its own personnel to perform the verification services.
5. Contractor shall maintain a record of all data exchanges including the signed, written release required in paragraph 2. The record shall be fully accessible to CSU at all times.

6. Contractor shall pay to CSU ...
7. Contractor shall hold harmless, defend and indemnify CSU, its officers, and employees, from any claim, cause of action, or losses suffered by CSU as a result of an intentional or negligent act or omission of Contractor, or Contractor's failure to comply with this Agreement or with the requirements of FERPA.
8. Contractor shall maintain insurance in an amount not less than \$1,000,000, naming the CSU as an additional insured, covering liability for errors and omissions in performing its obligations under the agreement and under FERPA.
9. This Agreement may be amended in writing signed by individuals having authority to bind the parties. The Agreement shall continue in effect until terminated. Either party may terminate the Agreement by giving 30 calendar days written notice to the individual who signs this Agreement for the other party or his or her successor in office.
10. The Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of CSU.
11. Neither the benefits nor the duties of the Agreement are assignable or delegable without the written consent of the individual or successor who signs this Agreement for the CSU.
12. Time is of the essence of this Agreement.
13. Contractor, by signing the Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).
14. Contractor shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the agreement (Government Code § 8546.7).
15. During the performance of this contract, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Title 2, California Code of Regulations §§ 7285.0 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov't Code §§ 11135-11139.5), and the regulations or standards adopted by the CSU to implement such article.

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the CSU upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as CSU shall require to ascertain compliance with this paragraph.

Contractor and its subcontractors shall give written notice of their obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the Agreement. (Gov't Code §§ 12990, 11135 *et seq.*; Title 2, Cal. Code Regs § 8107)

16. By signing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov't Code §§ 8350 *et seq.*) and will provide a drug-free workplace.
17. This Agreement shall be interpreted, governed, and enforced under the laws of the State of California without regard to California's choice of law principles. Any legal action based on this Agreement shall be brought in a California court.

By signing below each party manifests its agreement to all of the provisions of this Agreement.

California State University

Contractor

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____