

**U.S. Department of Education's
Student Aid Internet Gateway
Application For
State Grant Agencies**

Federal Student Aid
An OFFICE of the U.S. DEPARTMENT of EDUCATION

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Student Aid Internet Gateway Application for State Grant Agencies

Introduction

The *Student Aid Internet Gateway (SAIG)* was established to allow authorized entities, including State Grant Agencies (the Agency), to exchange data electronically with the *U.S. Department of Education (ED, Department)*. In order to participate in the SAIG, each Agency must enroll for SAIG access. The SAIG Application for State Grant Agencies is comprised of two parts, an SAIG Enrollment Application and the SAIG Participation Agreement for State Grant Agencies.

1. **Part One – SAIG Enrollment Application for State Grant Agencies** (pages 8 – 15), which is comprised of five sections: Section One – Information about the State Grant Agencies – Instructions, including a description of whether the form is being used for an initial application, adding a new *Primary Destination Point Administrator* (Primary DPA) or *Non-Primary Destination Point Administrator* (Non-Primary DPA), or changing information about the Primary DPA or Non-Primary DPA; Section Two – Tell us about the services for which the Primary DPA wants to enroll for the DPA in Section One – this is where the DPA identified in Section One is enrolling in SAIG services; Section Three – Responsibilities of the Primary and Non-Primary Destination Point Administrator; Section Four – Certification of the President/CEO or Designee; and Section Five – Federal Student Aid User of Electronic Services Statement.
2. **Part Two – SAIG Participation Agreement for State Grant Agencies** (pages 16 – 22), is the legally binding agreement between the Department and the Agency. The SAIG Participation Agreement establishes the conditions under which the Department will provide the Agency with certain data received or generated by the Department concerning applicants for the *Title IV, Higher Education Act (HEA) student financial aid programs (Free Application for Federal Student Aid [FAFSA®] Applicants)*. In addition, the SAIG Participation Agreement provides the authority for the agreement, as well as authorized uses and disclosures of data, data security, and reporting of unauthorized disclosures.

Information about the Enrollment Process to Participate in the U.S. Department of Education’s SAIG

The enrollment process will enable the Agency to select services to receive, and/or view, student financial aid data either online or by batch processing using ED provided software – *EDconnect* (PC-based software) or *TDClient* (client software for multiple environments).

Each Agency must designate one individual as its Primary Destination Point Administrator (Primary DPA). Each Agency is also provided with a Primary Destination Point (an *SAIG mailbox*, which is identified by a *TG Number*). The Primary DPA is the only person within the Agency who may enroll other agency staff as Non-Primary DPAs with *Destination Points* assigned for specific SAIG services. Upon completing the enrollment process, the Primary DPA can add or remove users, edit information about the Agency, or change the Agency’s enrollment in various SAIG services.

To maintain access to *Federal Student Aid (FSA)* systems, the Primary DPA must validate the individuals enrolled for a SAIG Mailbox and *Electronic Services* for the Agency on a schedule determined by ED. If validation is not completed via the SAIG Enrollment Web site within the prescribed timeframe, all services assigned to the Agency and the Agency’s individuals could be deactivated.

Notes about the SAIG Application –

The first usage of a term in this document is italicized and can be found in the glossary located in Attachment A. The glossary will assist in understanding the many technical terms and acronyms commonly used in the *Title IV, HEA student financial aid programs* and in connection with the SAIG system.

Available Services for State Grant Agencies

The services that a State Grant Agency can access over the SAIG are:

- **Automatic ISIR processing:** A State Grant Agency can receive processed *FAFSA* applicant data in the form of an *Institutional Student Information Record (ISIR)* from the Department's *Central Processing System (CPS)* for the 2023-2024 cycle and the *FAFSA Processing System (FPS)* for the 2024-2025 cycle. An Agency may receive data for *Residents* (Title IV applicants who indicate on their FAFSA, as their state of legal residence, the state where the Agency is located) and/or *Non-Residents* (Title IV applicants who included on their FAFSA a post-secondary institution that is in the state where the Agency is located but not the applicant's state of legal residence). With this service, ISIRs are automatically transmitted to the State Grant Agency when students submit FAFSA applications and corrections to ED. The ISIR contains information submitted by the student, as well as FAFSA Services processing results. The DPA is automatically enrolled for FAFSA Online Services and EDconnect as part of enrolling for ISIR processing. Only one person at the Agency can be enrolled in the Automatic ISIR Processing.
- **National Student Loan Data Systems (NSLDS) Online: View Only:** The Agency may request that a DPA have online access to NSLDS to view Title IV, HEA loan, grant, and enrollment history.

Agency Personnel Involved in the SAIG Enrollment Application Process

There are four categories of users at the Agency who may obtain data from the Department's systems and who must complete parts of the SAIG Application:

- **President/CEO or Designee:** The President/CEO is the individual responsible for identifying a Primary DPA for the Agency, and who is legally authorized to execute the SAIG Participation Agreement in Part Two on behalf of the Agency. This person is also responsible for signing the Enrollment Application in Section Four – Certification of the President/CEO or Designee on behalf of the State Grant Agency and to authorize the enrollment for the Primary DPA or Non-Primary DPA. The President/CEO may also assign a Designee in Section Four to act as the Authorizing Official on behalf of the President/CEO for future enrollments; however, only the President/CEO is authorized to sign the SAIG Participation Agreement in Part Two.
- **Primary DPA:** The Primary DPA is the individual at the Agency who is responsible for the administration of the Agency's SAIG participation which includes assigning access to the Agency's mailboxes and services and determining the Agency's *Electronic Services Users*. The Primary DPA is the only individual within the Agency who may enroll Agency staff as Non-Primary DPAs. The Primary DPA is required to complete and submit Sections One through Three of the SAIG Enrollment Application to the Coralville, Iowa address provided. When enrolling Non-Primary DPAs, a portion of Section Three of the Enrollment Application must be completed by the Primary DPA indicating that the Primary DPA has reviewed the responsibilities of DPAs with the Non-Primary DPA, including the responsibility to protect the privacy of the information obtained or provided via SAIG. The Primary DPA is also responsible for obtaining the signature of the President/CEO or Designee in Section Four for every enrollment of a Primary or Non-Primary DPA.
- **Non-Primary DPA:** When a Primary DPA enrolls a Non-Primary DPA in the SAIG, ED will assign the Non-Primary DPA a SAIG Mailbox with a unique TG number. The Non-Primary DPA, in collaboration with the Primary DPA, is required to complete and submit Sections One through Three of the Enrollment Application.
- **Electronic Services Users:** Electronic Services Users are enrolled for FAFSA Online Services or EDconnect by the Primary DPA. These Electronic Services Users are associated with the Primary Destination Point and do not require individually assigned mailboxes to access FAFSA Online Services or EDconnect. To protect the integrity and security of the data being transmitted, all Electronic Services Users must complete and submit Section Five – Federal Student Aid User of Electronic Services Statement to their Primary DPA. Section Five must also be signed by and maintained by the Primary DPA at the Agency. Section Five User Statements must be available for inspection by the Department.

Part One: SAIG Enrollment Application for State Grant Agencies – Instructions

Completing the SAIG Enrollment Application

General Reminder:

The SAIG Enrollment Application may be completed online at <https://fsawebenroll.ed.gov>. As an alternative, the enrollment application can be printed on paper, completed, and submitted to the address on page 7 of these instructions. **Note: The Department will not accept photocopied signatures or stamped signatures. Applications submitted after the Office of Management and Budget (OMB) Expiration Date noted on the bottom of each page will not be accepted.**

Help and Questions on Completing and Submitting the Enrollment Application

If you have any questions about completing the SAIG Enrollment Application, call CPS/SAIG Technical Support at **1-800-330-5947**. Technical support representatives are available 7 a.m. – 7 p.m. Central Time, Monday through Friday, excluding federal holidays. If you prefer, you can e-mail inquiries to CPSSAIG@ed.gov. A technical support specialist will respond to your e-mail within one business day.

Section One (General Information) – must be completed by the Primary DPA for all DPAs

Section One collects information about the type of enrollment, as well as information about the Agency and the DPA you want to enroll or for whom you are changing or adding information.

- Item 1. This SAIG Enrollment Application can be used for multiple purposes. As the Primary DPA, you may use the application to enroll new participants in the SAIG and you can use the application to change or add information about an existing DPA or Destination Point.
- A. Check Box A for “Initial application” if the Agency is a first-time SAIG participant and the Agency does not have a Destination Point. The President/CEO of the Agency will be designating the individual who will serve as the Agency’s Primary DPA. This enrollment will establish this user as the Primary DPA of the Primary Destination Point for the Agency. Note: If item 1A is selected, then enrollees must also complete items 2 and 4.
 - B. Check Box B for “Adding a new user for an additional Destination Point” if the Agency is currently enrolled in the SAIG and you want to add a Non-Primary DPA and an additional Destination Point. Fill in the Primary TG Number for the Destination Point. Note: If item 1B is selected, then enrollees must also complete items 2 and 4.
 - C. Check Box C for “Changing information for an existing Destination Point” if the Agency is currently enrolled in the SAIG and you want to change or add any information about an existing user or Destination Point. Fill in the TG Number for the Destination Point. Also, complete the information that has changed for any items in Sections One and Two; and complete Sections Three and Four. Note: If item 1C is selected, then enrollees must also complete items 2 and 4.

If you are uncertain of which box to check, call CPS/SAIG Technical Support at 1-800-330-5947.

- Item 2. Provide the name of the Agency, as you would like it to appear on all SAIG correspondence. (The limit is 40 characters, including letters and spaces.)
- Item 3. This item is pre-filled with “*State Grant Agency.*”

- Item 4. Check whether the information being provided is for the Primary DPA (only one Primary DPA per Agency) or for a Non-Primary DPA (the Agency may have more than one Non-Primary DPA enroll for NSLDS Online service). A separate application must be used for each Non-Primary DPA enrolling for NSLDS Online service. All information must be provided for the DPA enrolling for the Agency identified in Item 2. **Note: Do not use a group e-mail address.**

Section Two (Selection of Services) – must be completed by the Primary DPA when adding or changing services

Section Two allows you to add or change services for the Agency and the Primary DPA or Non-Primary DPA identified in Section One.

- Item 5. If the Agency would like the DPA identified in Item 4 to have access to receive ISIRs check the “Yes,” box and answer the remaining questions for this section. If not check the “No” box and skip to Item 6.
- A. Check either or both boxes for the appropriate Automatic ISIR Processing.
 - B. Check either or both boxes for the *award years* this DPA should receive the applicant data. If the 2023-2024 Award Year is selected then the Agency will only receive 2023-2024 ISIRs. If the 2024-2025 Award Year is selected the Agency’s enrollment will be rolled over automatically to include subsequent award years.
 - C. Choose the preferred delivery option, Daily or By Request. Daily is the default ISIR delivery method. If “By Request” is checked, the DPA must use FAFSA Online Services to request and receive ISIRs. The ISIRs are then sent to the DPA’s SAIG Mailbox through the SAIG.
- Item 6. If you would like NSLDS Online access to view Title IV, HEA loan, grant, and enrollment history, check the “Yes” box, check the “NSLDS Online-View Only” box, specify the state that the Agency is located, and select all applicable job functions.

Section Three (Primary DPA & Non-Primary DPA Responsibilities) – must be completed by all Primary and Non-Primary DPAs

Section Three collects the required agreements and signature pages from the Primary DPA or the Non-Primary DPA identified in Section One.

Each Primary and Non-Primary DPA must read and sign the “Responsibilities of the Primary and Non-Primary Destination Point Administrators” statement.

Section Four – must be completed by the Agency President/CEO or Designee

Section Four collects the required authorization from the Agency to process the enrollment information for the Primary DPA or Non-Primary DPA identified in Section One.

If the President/CEO wishes to designate another person to be the responsible authorizing official (the Designee), then Section Four, Box 1 must be completed. **This designation needs to be completed only once.**

For each Destination Point, the President/CEO or Designee must sign the Certification of the President/CEO or Designee on behalf of the State Grant Agency in Section Four, Box 2.

Submitting Enrollment Application and Signature Pages

Completed SAIG State Grant Agency enrollment application can be e-mailed, faxed, or mailed to CPS/SAIG Technical Support:

E-mail: CPSSAIG@ed.gov

Fax: 319-665-7662

Mail:

CPS/SAIG Technical Support
2000 James Street, Suite 201
Coralville, IA 52241-1882

Before sending signature pages, confirm the following:

- ✓ The President/CEO or Designee name and signature match the information on file with the Department.
- ✓ Signature pages for both *Section Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators* and *Section Four: Certification of the President/CEO or Designee* are enclosed.
- ✓ Signatures must be original if mailed to the CPS/SAIG Technical Support. CPS/SAIG Technical Support cannot accept signatures that are photocopied or stamped.

Once the Department receives all necessary signature documents, the Department will process the enrollment.

SAIG Enrollment Application for State Grant Agencies

Part One: SAIG Enrollment Application for State Grant Agencies

Section One: Provide the following information

1. Is this an initial application or are you adding a new DPA or changing information on a Destination Point?

Check the applicable box below.

- A. Initial application
B. Adding a new user for an additional Destination Point under Primary TG _____
C. Changing information for an existing Destination Point with TG _____

(Read instructions on page 5 carefully.)

2. What is the name of your Agency? _____
(maximum 40 characters – Required)

3. Confirm your type of organization.

State Grant Agency

4. Complete the following information for the Primary or Non-Primary Destination Point Administrator (DPA) you wish to designate at the Agency for this enrollment. The DPA will be assigned a Destination Point with an identification number (TG number).

Check one (Required):

Primary DPA Non-Primary DPA

First Name _____ Last Name _____

Business address _____

Business address _____

City _____ State _____ Zip _____

Area code/phone (_____) _____ Area code/fax (_____) _____

E-mail Address _____
(maximum 70 characters)

Social Security Number _____ Date of Birth _____
(month) (day) (year)

Mother's maiden name _____

Go to Section Two

Office Use Only
Customer Number _____
TG Number _____

SAIG Enrollment Application for State Grant Agencies

Section Two: Tell us about the services for which the Primary DPA wants to enroll for the DPA in Section One

5. Do you want this DPA to have access to ISIR services?

Starting with 2024-2025 cycle, ISIRs with FTI must be accessed through FTI Mailbox, that will be automatically assigned when enrolled to send and/or receive data with the FAFSA Processing Center.

- Yes No, Go to Item 6

- A. If yes, select the appropriate service(s):

- Automatic ISIR Processing: Residents
 Automatic ISIR Processing: Non-Residents

- B. For which award years? (Check one or both.)

- 2023-2024 only (CPS) 2024-2025 and all subsequent years (FPS)

- C. Choose delivery option:

- 2023-2024 (CPS) Daily By Request
2024-2025 (FPS) Daily By Request

6. Do you want this DPA to have access to NSLDS Online? (Note: Paper enrollment for this service is not available. You must enroll online at <https://fsawebenroll.ed.gov>.)

- Yes No, Go to Item 6

IMPORTANT: Only the DPA is permitted to use his or her Destination Point for online access to NSLDS. Permission to use this Destination Point for online NSLDS access CANNOT be granted to anyone else.

- NSLDS Online-View Only

Specify State _____

Indicate your job functions (check all that apply):

- 100% of job responsibilities related to State Scholarship and Grant Agency functions
 Less than 100% of job responsibilities related to State Scholarship and Grant Agency functions
 Default/Overpayment Status
 Enrollment
 Loan Forgiveness
 Other _____
 Comments _____

Go to Section Three

Office Use Only

Customer Number _____
TG Number _____

SAIG Enrollment Application for State Grant Agencies

Section Three: Responsibilities of the Primary and Non-Primary Destination Point Administrators

Each Destination Point Administrator (DPA) must read, sign, and submit this statement (with original signatures, stamped signatures will not be accepted) and must keep a copy for the Agency's records.

1. Responsibilities of the Primary DPA and the Non-Primary DPA:

- Must ensure that SAIG computing resources are used only for official government business.
- Must ensure that the FAFSA[®] applicant is a resident of the state where the Agency is located or has included on the FAFSA a post-secondary institution that is located in the state where the Agency is located.
- Only the DPA listed in Section One, Item 4, page 8 is permitted to sign up and use the National Student Loan Data System (NSLDS) as indicated in Item 6, page 9.
- Must use software provided by the Department to monitor SAIG mailbox activity. This software will keep track of who is using the SAIG Mailbox, what information is being accessed, the date and time of access, and the batch number (if applicable).
- By applying for access to Federal Student Aid systems, must consent to monitoring, recording, and auditing; and acknowledge that information obtained under this consent may be disclosed by the Department to an appropriate third-party (e.g., law enforcement personnel).
- Must ensure that all Federal Student Aid applicant information (including federal tax information) is protected from access by or disclosure to unauthorized personnel. In the event of an unauthorized disclosure or an actual or suspected breach of applicant information or other sensitive information (such as personally identifiable information), the DPA must notify Federal Student Aid within 1 hour of becoming aware of the breach at CPSSAIG@ed.gov.
- Must ensure that all Federal Student Aid applicant information (including federal tax information) is used for the application, award, and administration of financial aid to the applicant; and consistent with 20 U.S.C. §1090 and 26 U.S.C. §6103(l)(13).
- Must ensure that password sharing, the sharing of system access, and the use of any tools that allow access to the SAIG are strictly prohibited. (These tools are called "authenticators.")
- Must ensure that access is provided only to systems, networks, data, control information, and software for which the DPA is authorized.
- Must ensure that procedures for sanitizing stored information are followed (e.g., overwriting electronic media that contain sensitive information before reuse).
- The Non-Primary DPA must inform the Agency's Primary DPA when access to a Federal Student Aid system is no longer required (i.e. the individual is leaving a position or his or her job responsibilities have changed).
- The information provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Privacy Act of 1974, as amended. Protecting this information, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. Therefore, the Primary and Non-Primary DPA must protect the privacy of all information that has been provided by the U.S. Department of Education. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and is subject to a fine of up to \$5,000 (5 U.S.C. 552a(i)(3)).
- The federal tax information (FTI) provided to the Primary and Non-Primary DPA by the U.S. Department of Education is protected by the Internal Revenue Code of 1954, as amended. Protecting FTI, once it is entrusted to the Primary and Non-Primary DPA, becomes his or her responsibility. The Primary and Non-Primary DPA understand that any person, including himself or herself, who knowingly and willfully conduct:
 - unauthorized disclosure of a tax return or return information is punishable as a felony by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution (26 U.S.C. §7213).
 - unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution (26 U.S.C. §7213A).

SAIG Enrollment Application for State Grant Agencies

- The Primary and Non-Primary DPA understand, pursuant to 26 U.S.C. §7431 a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC §6103
- The Primary and Non-Primary DPA understand that any person, including him or herself, who knowingly and willfully use an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

2. Additional Requirements of the Primary DPA:

- Must ensure that all users are aware of and comply with all of the requirements to protect and secure data from Departmental sources using SAIG. Including access and disclosure requirements pertaining to federal tax information (FTI) (outlined in "3. Agreements" below).
- Must maintain copies of all SAIG enrollment documents submitted to the Department, including the signed "Responsibilities of the Primary and Non-Primary Destination Point Administrators" application for all DPA's and the certification signed by the Agency's President/CEO or Designee.
- Must maintain a signed Federal Student Aid User of Electronic Services Statement (see Section Five) for anyone who is enrolled in Electronic Services (FAFSA Online Services or EDconnect).
- At least on an annual basis, must validate all DPA and user access rights for the Agency.
- At least on an annual basis, must monitor the Agency's NSLDS user access by creating reports using the NSLDS Web site
- Must ensure that the Agency has a process to inform the Primary DPA of any changes in a user's need for access to FSA systems because of changes to job responsibilities or termination of employment. The Primary DPA must immediately deactivate or delete user access rights for Agency employees who no longer require access.

3. Agreements

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) that intentional submission of false or misleading information to the U.S. Department of Education is subject to a fine of up to \$10,000, imprisonment for up to five years, or both, under provisions of the United States Code (including 18 U.S.C. 1001). The Primary DPA and/or the Non-Primary DPA also agree(s) to comply with all provisions of Section 483 of the Higher Education Act of 1965, as amended.

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) the unauthorized inspection (viewing) and disclosure of federal tax information (FTI) may lead to criminal and/or civil penalties pursuant to 26 U.S.C. 7213; 7213A; and §7431. Primary DPA and/or the Non-Primary DPA further agree(s) and understand(s) a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of any provision of IRC §6103.

The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) to adhere to the strict confidentiality requirements when accessing FTI under 26 U.S.C. §6103 and ensure that all Federal Student Aid applicant information (including federal tax information) is used for the application, award, and administration of financial aid to an applicant consistent with 20 U.S.C. §1090 and redisclosure requirements of FTI under 26 U.S.C. §6103(l)(13).

The STOP Student Debt Relief Scams Act (Public Law 116-251) amended Section 490 of the Higher Education of 1965, and established criminal penalties for any person, including him or herself, who knowingly and willfully use an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain. As such, The Primary DPA and/or the Non-Primary DPA agree(s) and understand(s) that intentional use an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

4. Privacy Act Statement

We use the information that you provide on this application to enroll your Agency and its users for services with Federal Student Aid systems.

SAIG Enrollment Application for State Grant Agencies

AUTHORITY FOR MAINTENANCE OF THE SYSTEM AND DISCLOSURE OF SOCIAL SECURITY NUMBERS:

Title IV of the Higher Education Act of 1965, as amended (HEA); 20 U.S.C. 1070 *et seq.* Section 31 U.S.C. 7701 and Executive Order 9397 (November 23, 1943), as amended by Executive Order 13478 (November 18, 2008) authorize the collection of *Social Security Numbers* of users of this system. The Social Security Number is voluntary in order to identify individuals for Federal purposes, but you will not be provided with access to or use of the system if you do not provide a Social Security Number.

PURPOSE(S):

The information in this system entitled “Student Aid Internet Gateway (SAIG), Participation Management System” (18-11-10) is maintained for the purposes of: (1) Processing stored data from the SAIG Enrollment Forms (Web and paper versions); (2) maintaining the SAIG Enrollment Web site (titled <https://fsawebenroll.ed.gov>); (3) managing the assignment of individual electronic SAIG mailbox numbers, known as “TG numbers”; and (4) authorizing users of the CPS, FPS, NSLDS, Common Origination and Disbursement (COD) System, Financial Management System (FMS), and the Access and Identity Management System (AIMS).

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

The Department may disclose information contained in a record in this system of records under the routine uses listed in the system of records notice, which was published on March 1, 2018 (83 FR 8855-8859) (<https://www.federalregister.gov/documents/2018/03/01/2018-04141/privacy-act-of-1974-system-of-records>) without the consent of the individual if the disclosure is compatible with the purposes for which the record was collected. These disclosures may be made on a case-by-case basis or, if the Department has complied with the computer matching requirements of the Privacy Act of 1974, as amended (Privacy Act), under a computer matching agreement.

(1) **Program Disclosures.** The Department may disclose records maintained in the SAIG, Participation Management System, to other Federal agencies’ systems for the purpose of allowing authorized users who are eligible to participate in the electronic exchange of data with the Department to transmit files to and from the following Department systems and access the Department’s websites online for the purposes of administering or assisting in administering programs authorized under Title IV of the HEA:

- (a) COD System;
- (b) CPS;
- (c) FPS
- (d) NSLDS;
- (e) FMS;
- (f) Enterprise Complaint System (ECS) [now known as Customer Engagement Management System (CEMS)];
- (g) FSA Partner Connect;
- (h) AIMS; and
- (i) Other Federal agencies’ systems for the purposes of administering the HEA programs.

The Department will only disclose records from this system to other Federal agencies’ systems for purposes of administering or assisting in administering programs authorized under Title IV of the HEA and only after the Department has approved in writing a request from other Federal agencies’ systems to access these records.

(2) **Freedom of Information Act (FOIA) or Privacy Act Advice Disclosure.** The Department may disclose records to the Department of Justice (DOJ) or the Office of Management and Budget (OMB) if the Department seeks advice regarding whether records maintained in the system of records are required to be disclosed under the FOIA or the Privacy Act.

(3) **Disclosure to the DOJ.** The Department may disclose records to the DOJ to the extent necessary for obtaining DOJ advice on any matter relevant to an audit, inspection, or other inquiry related to the programs covered by this system.

(4) **Contract Disclosure.** If the Department contracts with an entity to perform any function that requires disclosing records to the contractor’s employees, the Department may disclose the records to those employees. As part of such a contract, the Department shall require the contractor to agree to establish and maintain safeguards to protect the security and confidentiality of the records in the system.

SAIG Enrollment Application for State Grant Agencies

(5) **Litigation and Alternative Dispute Resolution (ADR) Disclosures.**

- (a) *Introduction.* In the event that one of the following parties is involved in judicial or administrative litigation or ADR, or has an interest in judicial or administrative litigation or ADR, the Department may disclose certain records to the parties described in paragraphs (b), (c), and (d) of this routine use under the conditions specified in those paragraphs:
- i. The Department, or any of its components;
 - ii. Any Department employee in his or her official capacity;
 - iii. Any Department employee in his or her individual capacity where the DOJ agrees to or has been requested to provide or arrange for representation of the employee;
 - iv. Any Department employee in his or her individual capacity where the Department has agreed to represent the employee;
 - v. The United States where the Department determines that the litigation is likely to affect the Department or any of its components.
- (b) *Disclosure to DOJ.* If the Department determines that disclosure of certain records to the DOJ is relevant and necessary to judicial or administrative litigation or ADR, and is compatible with the purpose for which the records were collected, the Department may disclose those records as a routine use to the DOJ.
- (c) *Adjudicative Disclosures.* If the Department determines that disclosure of certain records to an adjudicative body before which the Department is authorized to appear or to a person or entity designated by the Department or otherwise empowered to resolve or mediate disputes, is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the adjudicative body, person, or entity.
- (d) *Parties, Counsel, Representatives, and Witnesses.* If the Department determines that disclosure of certain records to a party, counsel, representative, or witness is relevant and necessary to the judicial or administrative litigation or ADR, the Department may disclose those records as a routine use to the party, counsel, representative, or witness.

(6) **Research Disclosure.** The Department may disclose records to a researcher if the appropriate official serving or acting as the Chief Operating Officer of Federal Student Aid determines that the individual or organization to which the disclosure would be made is qualified to carry out specific research related to functions or purposes of this system of records. The official may disclose records from this system of records to that researcher solely for the purpose of carrying out that research related to the functions or purposes of this system of records. The researcher shall be required to agree to maintain safeguards to protect the security and confidentiality of the disclosed records.

(7) **Congressional Member Disclosure.** The Department may disclose records to a Member of Congress in response to an inquiry from the Member made at the written request of the individual whose records are being disclosed. The Member's right to the information is no greater than the right of the individual who requested it.

(8) **Enforcement Disclosure.** In the event that information in this system of records indicates, either on its face or in connection with other information, a violation or potential violation of any applicable statute, regulation, or order of a competent authority, the Department may disclose the relevant records to the appropriate agency, whether foreign, Federal, State, Tribal, or local, charged with the responsibility of investigating or prosecuting that violation or charged with enforcing or implementing the statute, Executive Order, rule, regulation, or order issued pursuant thereto.

(9) **Employment, Benefit, and Contracting Disclosure.**

- (a) *For Decisions by the Department.* The Department may disclose a record to a Federal, State, or local agency maintaining civil, criminal, or other relevant enforcement or other pertinent records, or to another public authority or professional organization, if necessary to obtain information relevant to a Department decision concerning the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant, or other benefit.
- (b) *For Decisions by Other Public Agencies and Professional Organizations.* The Department may disclose a record to a Federal, State, local, or foreign agency or other public authority or professional organization, in connection with the hiring or retention of an employee or other personnel action, the issuance of a security clearance, the reporting of an investigation of an employee, the letting of a contract, or the issuance of a license, grant, or other benefit, to the extent that the record is relevant and necessary to the receiving entity's decision on the matter.

(10) **Employee Grievance, Complaint, or Conduct Disclosure.** If a record is relevant and necessary to an employee grievance, complaint, or disciplinary action involving a present or former employee of the Department, the Department may disclose a record from this system of records in the course of the investigation, fact-finding, mediation, or adjudication, to any party to the grievance, complaint, or action; to the party's counsel or representative; to a witness; or to a designated fact-finder, mediator, or other person designated to resolve issues or decide the matter.

SAIG Enrollment Application for State Grant Agencies

(11) **Labor Organization Disclosure.** The Department may disclose records from this system of records to an arbitrator to resolve disputes under a negotiated grievance process or to officials of labor organization recognized under 5 U.S.C. chapter 71 when relevant and necessary to their duties of exclusive representation.

(12) **Disclosure in the Course of Responding to a Breach of Data.** The Department may disclose records from this system to appropriate agencies, entities, and persons when (a) the Department suspects or has confirmed that there has been a breach of the system of records; (b) the Department has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, the Department (including its information systems, programs, and operation), the Federal Government, or national security; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the Department's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm.

(13) **Disclosure in Assisting another Agency in Responding to a Breach of Data.** The Department may disclose records from this system to another Federal agency or Federal entity, when the Department determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in (a) responding to a suspected or confirmed breach or (b) preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity (including its information systems, programs, and operations), the Federal Government, or national security, resulting from a suspected or confirmed breach.

SAIG Enrollment Application for State Grant Agencies

By signing below, I certify that I have read these responsibilities, understand them, agree to fulfill the responsibilities, and will protect all data obtained through or provided to U.S. Department of Education systems.

Non-Primary Destination Point Administrator's Name _____ (Printed name – Required)
Signature _____ Date _____ (Must match name in Question 4 – original signature must be submitted. Stamped or electronic signatures will not be accepted. Required)
Primary Destination Point Administrator's Name _____ (Printed name – Required)
Signature _____ (Original signature must be submitted. Stamped or electronic signatures will not be accepted. Required)

**Sign and send this application as instructed in
“Submitting Enrollment Application and Signature Pages.”**

Go to Section Four

Office Use Only
Customer Number _____
TG Number _____

SAIG Enrollment Application for State Grant Agencies

Section Four: Certification of the President/CEO or Designee - Designation of Authorizing Official

If you as the President or CEO wish to designate someone other than yourself to sign SAIG Enrollment Applications, you may do so by completing the designation statement below and signing Box 1. Have your designee complete and sign Box 2.

I hereby designate _____ with the title _____, to be my responsible
(Name of New Designee – Required) (Position Title of New Designee – Required)
authorizing official for all future Federal Student Aid System Enrollment Applications. All related responsibilities of the President/CEO shall be carried out by this designee. As President/CEO, I agree to assume the responsibility for such actions associated with this and future enrollment agreements. This designation is effective as of the date signed below.

Box 1 President/CEO _____ Title _____ (Printed name of President/CEO – Required) (Position title – Required)
Signature _____ Date _____ (Original signature must be submitted. Stamped or electronic signatures will not be accepted. Required)

Responsibilities of the President/CEO or Designee

As the President/CEO or Designee I certify that:

- I or my designee will notify CPS/SAIG Technical Support within one business day, by e-mail at CPSSAIG@ed.gov or call 1-800-330-5947 when any person no longer serves as a designated authorizing official, Primary DPA or Non-Primary DPA.
- I will not permit unauthorized use or sharing of SAIG passwords or codes that have been issued to anyone at my Agency.
- Each person who is a SAIG DPA for my agency has read and signed a copy of this application at “Section Three: Responsibilities of the Primary and Non-Primary DPA.”
- Each person who is a SAIG DPA for my agency has made a copy of the signed Section Three document for his or her own files and a copy is maintained at my Agency.
- My agency has ensured the standards for protecting federal tax information (FTI) have been implemented according to Internal Revenue Code (IRC) 26 U.S.C. §6103 – Confidentiality and disclosure of returns and return information and pursuant to 20 U.S.C. §483 of the Higher Education Act, as amended – Use of FAFSA® and FTI data. I further acknowledge violations of the IRC may lead to criminal and/or civil penalties pursuant to 26 U.S.C. 7213; 7213A; and §7431. Penalties apply to willful unauthorized disclosure and inspection of tax return or return information with punishable fines or imprisonment. Additionally, I further acknowledge a taxpayer may bring civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, such taxpayer’s tax return or return information in violation of any provision of IRC §6103.
- My Agency has provided security due diligence and verifies that administrative, operational, and technical security controls are in place and are operating as intended. Additionally, my Agency verifies that it performs appropriate due diligence to ensure that, at a minimum, any employee who has access to FSA ISIR data meets applicable state security requirements for personnel handling sensitive personally identifiable information.
- I have signed this certification below and sent the original to the Department. I have retained a copy of this certification at the Agency. My signature below affirms that I have read these responsibilities and agree to abide by them.
- I have ensured that the Standards for Safeguarding Student Financial Aid Information, 16 C.F.R. Part 314, issued by the Federal Trade Commission (FTC), as required by the Gramm-Leach-Bliley (GLB) Act, P.L. 106-102 have been implemented and understand that these Standards provide, among other things, that I implement the following:
 - Designate an employee or employees to coordinate our information security program.
 - Identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of student financial aid Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment includes consideration of risks in each relevant area of our operations, including employee training and management; information systems, including network and software design, as well as information processing, storage, transmission and disposal; and detecting, preventing and responding to attacks, intrusions, or other systems failures.
 - Design and implement information safeguards to control the risks I identify through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems, and procedures.
 - Oversee service providers by taking reasonable steps to select and retain service providers that are capable of maintaining appropriate safeguards for the student financial aid Information at issue and requiring our service providers by contract to implement and maintain such safeguards.
 - Evaluate and adjust our information security program in light of the results of the testing and monitoring required above; any material changes to our operations or business arrangements; or any other circumstances that I know or have reason to know may have a material impact on our information security program.

Box 2 State Scholarship and Grant Agency President/CEO or New Designee _____ Title _____ (Printed name – Required) (Position title – Required)
Signature _____ Date _____ (Original signature must be submitted. Stamped or electronic signatures will not be accepted. Required)
Name of Agency (Required) _____

Sign and send this application as instructed in “Submitting Enrollment Application and Signature Pages.”

Office Use Only

Customer Number _____
TG Number _____

SAIG Enrollment Application for State Grant Agencies

Section Five: Federal Student Aid User of Electronic Services Statement

Any individual who is not a Destination Point Administrator and who accesses Federal Student Aid systems and/or uses resources that access Federal Student Aid systems, whether by batch or online, must read and sign this statement. The original Federal Student Aid User of Electronic Services Statement must be maintained by the Agency. The user should keep a copy of the signed statement for his or her records.

The user understands that intentional submission of false or misleading information to the U.S. Department of Education is subject to a fine up to \$10,000, imprisonment for up to five years, or both, under provisions of the United States Criminal Code (including 18 U.S.C. 1001). The user also agrees to comply with all provisions of section 483 of the Higher Education Act of 1965, as amended.

The user understands that the information provided by the U.S. Department of Education is protected by the Privacy Act of 1974, as amended. Protecting this information, once it is entrusted to the user, becomes his or her responsibility. Therefore, the user agrees to protect the privacy of all information provided to him or her by the U.S. Department of Education. The user understands that any person, including himself or herself, who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses, shall be guilty of a misdemeanor and is subject to a fine of up to \$5,000 (5 U.S.C. 552a(i)(3)).

The user understands the intentional use of an access device (18 U.S.C. 1029(e)(1)) issued to another person or obtained by fraud or false statement to access the U.S. Department of Education information technology systems for fraud, commercial advantage, or private financial gain shall be guilty of a felony and is subject to a fine of up to \$20,000, imprisonment for up to five years, or both, under provisions of the United States Code (20 U.S.C. 1097(e)).

Responsibilities of the Electronic Services User

Appropriate uses of Federal Student Aid systems by an Electronic Services User:

- Must use Electronic Services computing resources only for official government business.
- Must ensure that the FAFSA[®] applicant is a resident of the state where the Agency is located or has included on the FAFSA a post-secondary institution that is located in the state where the Agency is located, before accessing Federal Student Aid systems to obtain privacy protected information about the student.
- Must ensure that all Federal Student Aid applicant information (including federal tax information) is used for the application, award, and administration of financial aid to an applicant consistent with 20 U.S.C. §1090 and redisclosure requirements of FTI under 26 U.S.C. §6103(1)(13).
- Must adhere to the strict confidentiality requirements when accessing FTI under 26 U.S.C. §6103.
- Must know the name of the Primary DPA and how to contact that individual.
- Must protect all Federal Student Aid systems from access by or disclosure to unauthorized personnel.
- Must report immediately to the Primary DPA any security incidents, potential threats, or vulnerabilities that involve Electronic Services.
- Must report to the Primary DPA any compromise, suspected compromises, or incidents of sharing of a password or any other authenticator.
- Must access only those systems, networks, data, control information, and software for which he or she is authorized.
- Must ensure that all Electronic Services information is marked according to its sensitivity and is properly controlled and stored.
- Must inform the Agency's Primary DPA that the Electronic Services User no longer needs access to a Federal Student Aid system (i.e., the individual is leaving his or her position or his or her job responsibilities have changed).
- Must not add code that might be harmful to the SAIG or Electronic Services.

My signature below affirms that I have read this Statement and agree to abide by these rules.

TG# _____

Electronic Services User's Name _____
(Print)

Electronic Services User's Job Title _____

Phone # (____) _____

Electronic Services User's Signature _____ Date _____

Primary DPA Signature _____ Date _____

(This statement with an original signature [not a stamped signature] must be maintained by the Primary DPA.)

Do Not Submit This User Statement to the Department of Education.

The Original Must Be Retained By The Agency.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies

Instructions for Signing the SAIG Participation Agreement

In order to participate in the SAIG to access data electronically that resides in the U.S. Department of Education's data systems (including receiving data on Institutional Student Information Records [ISIRs]), the President/CEO of the State Grant Agency must complete and sign this SAIG Participation Agreement (Agreement).

Terms of the Agreement

A. Parties to the Agreement

1. The U.S. Department of Education (referred to as the Department) administers certain Federal programs, authorized under the Higher Education Act of 1965 as amended (the HEA), that provide financial assistance to students attending institutions of higher education.

2. The Agency _____
(Name of State Grant Agency administering State higher education financial aid program, referred to as the Agency)

located at _____
(Street address, City, State, ZIP Code)

in the State of _____ administers State programs that provide financial assistance to students attending institutions of higher education.

B. Purpose of the Agreement

1. The purpose of this Agreement is to establish the conditions under which the Department will provide to the Agency certain data received or generated by the Department concerning FAFSA® applicants in order to: (i) facilitate and improve the awarding of financial assistance under State financial aid programs to students attending institutions of higher education; (ii) coordinate the awarding of such assistance with financial aid provided by the Federal government under the HEA; (iii) facilitate and improve the awarding of financial assistance awarded by eligible institutions; and (iv) permit the Agency to disclose limited ISIR information to local educational agencies (LEAs) or secondary schools to determine the completion status of a student's Free Application for Federal Student Aid (FAFSA) and facilitate providing assistance to such students in completing the FAFSA.

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Customer Number _____

TG Number _____

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

C. Definitions – For purposes of this Agreement, the following definitions apply:

- Authorized Personnel** – (i) Employees of the Agency who require access to the ISIR Data to meet any of the purposes provided in Section B of this Agreement, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the Agency has outsourced any of its services or functions. With respect to and consistent with the authorized use and maintenance of FAFSA Filing Status Information as described in Part Two, Sections F and G of this Agreement, all *Authorized Personnel* must be under the direct control of or bound by written agreement to the Agency. (ii) Employees of an LEA or secondary school who require access to the FAFSA Filing Status Information to determine the completion status of a student's Free Application for Federal Student Aid (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 the LEA, or secondary school has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the LEAs or secondary schools with respect to the use and maintenance of ISIR Data.
- Destination Point Administrator** – The one Primary Destination Point Administrator (Primary DPA) at each Agency as appointed and enrolled into the SAIG by the Agency President/CEO or Designee. Each Agency may have as many Non-Primary Destination Point Administrators (Non-Primary DPAs) as it needs who are appointed and enrolled into the SAIG by the Primary DPA.
- Established Relationship** – A relationship between a student FAFSA applicant and an LEA or secondary school. In the case of an LEA, an Established Relationship exists where the student FAFSA applicant is enrolled in a secondary school under the legal authority of the LEA or the LEA otherwise is providing services to the FAFSA applicant. In the case of a secondary school, an Established Relationship exists where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant.
- FAFSA** – The Free Application for Federal Student Aid form, authorized by HEA section 483, which is the Department's common application for determining the need and eligibility of a student for Federal student aid.
- FAFSA Filing Status Information** – Information from an ISIR that the Agency may disclose to LEAs and secondary schools on 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, as determined by the Agency (e.g., FAFSA not submitted, FAFSA complete, or FAFSA incomplete).
- Federal Tax Information (FTI)** – Safeguarding FTI is critically important to continuously protect taxpayer confidentiality as required by IRC § 6103. FTI consists of federal tax returns and return information (and information derived from it) that is in the agency's possession or control that is covered by the confidentiality protections of the Internal Revenue Code (IRC). FTI is categorized as Sensitive But Unclassified (SBU) information and may contain personally identifiable information (PII). FTI may not be masked to change the character of information to circumvent IRC § 6103 confidentiality requirements. See Internal Revenue Service (IRS) Safeguards Program website and Publication 1075 for more information.
- ISIR** – The Institutional Student Information Record (ISIR) is the output document resulting from the submission of a FAFSA to the Department and includes the data received, system generated data results and FAFSA Filing Status Information.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

8. **LEA** – A Local Educational Agency is 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 a 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.
9. **Secondary School** – A day or residential school that provides secondary education as determined under State law. In the absence of State law, the Secretary may determine, with respect to that State, whether the term secondary school applies.

D. Authority

1. Section 483 (a)(3)(B) of the HEA, 20 U.S.C. 1090(a)(3) authorizes the Department to disclose FAFSA (ISIR) data with the authorization of the applicant and, if applicable, the applicant's parent(s) or spouse. The Department's routine uses in the applicable System of Records Notice published under the Privacy Act of 1974, as amended, (5 U.S.C. 552a) permits this disclosure of FAFSA data to the Agency in order to permit the Agency to determine an applicant's eligibility for financial assistance under State financial aid programs. Further, in order to encourage and assist students with the completion of a FAFSA, the Agency may disclose the FAFSA Filing Status Information of a student to an entity with an Established Relationship with the student, including an LEA or a secondary school. (Federal Student Aid Application File Systems of Record Notice (Aug. 3, 2011, 76 Fed. Reg. 46774, 46777-78.)

E. Disclosure of ISIR Data

1. At the agency's request, with the authorization of the applicant, and, if applicable, the applicant's parent(s) or spouse, the Department will provide student ISIR data to the Agency if the student is a resident of the State where the Agency is located or the student has included on the FAFSA a post-secondary institution that is located in the State where the Agency is located.

F. Authorized Uses

1. The Agency must limit access, disclosure, and use of ISIR data provided to it under this Agreement to the Agency's Authorized Personnel and for the authorized uses described in this section and the Authorized Re-Disclosure of FAFSA Filing Status Information in the next section.
2. The Agency agrees to comply with all provisions of the Higher Education Act of 1965, as amended (HEA), 20 U.S.C. 1001 et seq., including HEA section 483(a)(3)(E), 20 U.S.C. 1090(a)(3)(E), which provides that ISIR data (including FAFSA Filing Status Information) may be used "to identify student applicants to determine whether or not a graduating secondary student has filed the application in coordination with local educational agencies or secondary schools to encourage students to complete the application". Under no circumstances may federal tax information (FTI) received by an Agency be redisclosed to an LEA or secondary school, pursuant to 483(a)(3)(B)(ii)(III), 20 U.S.C. 1090(a)(3)(B)(ii)(III).
3. The Agency may use the ISIR data furnished to it under this Agreement only with regard to the administration of a State's and the Federal government's programs of financial assistance to students attending institutions of higher education, including calculation of State student financial aid awards, research necessary for the proper administration of a State student aid program, and verification of data provided by the applicant on State student aid applications.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

4. The Agency may use the ISIR data (except FTI received under the Internal Revenue Code (IRC) §6103(l)(13), 26. U.S.C. 6103(l)(13)) to disclose to the public statistical summary data obtained from the information furnished by the Department, provided that the identity of individual Federal student aid applicants cannot be ascertained from such summary data.

G. Disclosure of FAFSA Filing Status Information

1. The Agency may disclose a student's FAFSA Filing Status Information to an LEA and secondary school that has been approved by the Secretary, if the LEA or secondary school has an Established Relationship with the student.
2. Before an Agency discloses FAFSA Filing Status Information to an LEA or secondary school, it must execute a written agreement with the LEA or secondary school. The agreement must, at a minimum, include:
 - (i) Procedures for oversight by the Agency of the LEA's or secondary school's compliance with the provisions of the written agreement;
 - (ii) Appropriate privacy, data security, and information safeguarding provisions consistent with the Agency's obligations under this Agreement, including the requirements specified in Section J – Data Security below;
 - (iii) Assurances that the FAFSA Filing Status Information will be used by the LEA or secondary school only for purposes consistent with section 483(a)(3)(B) of the HEA;
 - (iv) Assurances that the LEA or secondary school will comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) in disclosing any personally identifiable information from students' education records to the Agency or its agents;
 - (v) Assurances that the disclosures will only be made to Authorized Personnel, as defined in section C. of this Agreement, of the LEA or secondary school and for authorized purposes described in Section B – Purpose of the Agreement above; and
 - (vi) Assurances that the LEA or secondary school will not re-disclose or share the FAFSA Filing Status information obtained from the Agency in personally identifiable form other than (1) to the FAFSA applicant and to the FAFSA applicant's parents if the applicant is under age 18, to the 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 consent of the FAFSA applicant's parents if the FAFSA applicant is under the age of 18, or (2) 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 of the HEA, 20 U.S.C. 1090 and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g).
3. The written agreements must be made available to the Department upon request.

H. Prohibition on Unauthorized Disclosures

1. Any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information provided to the Agency under this Agreement not specified above in Section F – Authorized Uses or Section G – Disclosure of FAFSA Filing Status Information, is unauthorized and prohibited.
2. The Agency must ensure that Authorized Personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any data and information provided to the Agency under this Agreement.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

I. Reporting of Unauthorized Disclosures

1. The Agency will report to the Department in writing any use, disclosure, or re-disclosure of ISIR data or FAFSA Filing Status Information not authorized by this Agreement. The Agency shall submit the report within one (1) business day after the Agency learns of such unauthorized use, disclosure, or re-disclosure to: U.S. Department of Education, Federal Student Aid, 830 First St. NE., Union Center Plaza, Room 32E1, Washington, DC 20202 or via e-mail at FAFSACompletion@ed.gov. The report must identify: (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the ISIR data or FAFSA Filing Status Information used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the Agency has done or will do to notify affected FAFSA applicants and to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the Agency has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.
2. The Agency shall also provide any such other information concerning the unauthorized disclosures as requested by the Department.

J. Data Security

1. The Agency will protect the integrity of the ISIR data and, if applicable, FAFSA Filing Status Information received under this Agreement from unauthorized access, use, or re-disclosure.
2. The Agency shall take all steps necessary to safeguard the confidentiality of the data received. The Agency will restrict access to the data 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.
3. The Agency will advise all Authorized Personnel who have access to the data of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable Federal, state, or local laws. Including violations of the Internal Revenue Code (IRC) that may lead to criminal and/or civil penalties pursuant to 26 U.S.C. 7213; 7213A; and §7431 for the willful, unauthorized disclosure and inspection of tax return or return information that included punishable fines or imprisonment. Penalties also include civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, taxpayer(s) tax return or return information in violation of any provision of IRC §6103.
4. The Agency must develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. The Agency will process the data 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' systems.

K. Liability

1. The Agency shall be liable for the actions and omissions of its respective officers, employees, and agents. This obligation shall survive termination of this Agreement.

L. Oversight and Compliance

1. The Agency shall maintain copies of this Agreement and all SAIG Enrollment Applications submitted to the Department, as provided in Part 1, Sections One through Four of the SAIG Enrollment Applications for State Grant Agencies.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

2. The Department may, at its discretion, monitor the Agency's records, processes, procedures, and electronic systems for compliance with the terms of this Agreement. The Department also may, at its discretion, perform on-site inspections of the Agency to monitor compliance with the terms of this Agreement.

M. Entire Agreement

1. This Agreement constitutes the entire understanding of the Parties with respect to their individual rights and obligations in carrying out the terms of the Agreement, and supersedes any prior or contemporaneous agreements or understandings.

N. Effective Date, Modification, Duration, and Termination of the Agreement

1. The effective date of this agreement is upon the Department's notification to the Agency that the Agency's SAIG application has been processed and approved by the Department. The Parties of the Agreement may modify this Agreement at any time with mutual written consent.
2. This Agreement shall remain in force until terminated by the Agency or the Department, providing that the party requesting termination provides the other party with written notice.
3. If the Department finds that the Agency has failed to comply with this Agreement, the Agency shall, upon the request of the Department, delete or return all data received under this Agreement and copies made of such data. Furthermore, the Department may terminate this Agreement or take such other action as may be necessary and appropriate to protect the interests of the FAFSA applicants, the United States, and the Title IV, HEA Federal student aid programs.
4. The expiration of this Agreement shall not, however, affect the obligations incurred by the Agency under this Agreement.

Remainder of this page intentionally left blank.

SAIG Enrollment Application for State Grant Agencies

Part Two: SAIG Participation Agreement for State Grant Agencies (Continued)

O. SIGNATURE PAGE

1. The undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Name of the State Grant Agency

Address of the State Grant Agency

Printed name of the Agency President/CEO

Position Title

Original Signature of the Agency President/CEO
(Stamped or electronic signatures will not be accepted.)

Date

**Sign and send this application as instructed in
“Submitting Enrollment Application and Signature Pages.”**

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Customer Number _____

TG Number _____

Attachment A: Glossary (Continued)

Attachment A: Glossary

Authorized Personnel: (i) Employees of the Agency who require access to the ISIR Data to meet any of the purposes provided in Section B of the SAIG Participation Agreement for State Grant Agencies (Part 2 of the SAIG Application for State Grant Agencies), including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the Agency has outsourced any of its services or functions. With respect to and consistent with the authorized use and maintenance of FAFSA Filing Status Information as described in Part Two, Sections F and G of this Agreement, all Authorized Personnel must be under the direct control of or bound by written agreement to the Agency. (ii) Employees of an LEA or secondary school who require access to the FAFSA Filing Status Information to determine the completion status of a student's Free Application for Federal Student Aid (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 the LEA or secondary school has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the LEAs or secondary schools with respect to the use and maintenance of ISIR Data.

Award Year: July 1 of one year through June 30 of the next year. For the Grant Services (Pell Grant, Iraq and Afghanistan Service Grant, and TEACH Grant), eligible students are paid out of funds designated for a particular award year.

Central Processing System (CPS): The CPS manages the application and eligibility determination portion of the federal student aid process. It gathers information from applicants via the Free Application for Federal Student Aid (FAFSA), applies computerized edits and calculations to determine the student's eligibility, and communicates the results to the students, schools, state agencies, third-party servicers, and other federal computer systems.

Consumer. An individual who obtains or has obtained a financial product or service from you that is to be used primarily for personal, family, or household purposes, or that individual's legal representative. (See 16 C.F.R. 314.2(b)(2) for examples).

Customer. A consumer who has a customer relationship with you. (See *Consumer*.)

Customer information. Any record containing nonpublic personal information about a customer of a financial institution, whether in paper, electronic, or other form, that is handled or maintained by or on behalf of you or your affiliates. (See *Customer*.)

Customer relationship. A continuing relationship between a consumer and you under which you provide one or more financial products or services to the consumer that are to be used primarily for personal, family, or household purposes. (See 16 C.F.R. 314.2(e)(2) for examples). (See *Consumer*.)

Destination Point: An organization enrolled in the SAIG that uses an electronic mailbox to send and receive financial aid data using the SAIG. Every Destination Point is administered by a Primary or Non-Primary Destination Point Administrator (DPA) and has an electronic mailbox number that begins with the letters "TG."

Attachment A: Glossary (Continued)

Destination Point Administrator (DPA): An individual representing an organization involved in the administration of Title IV, HEA student financial aid programs (such as a post-secondary institution, a State Agency, or third-party servicer) that is enrolled in the SAIG and assigned a Destination Point. To enroll as a DPA, an organization's representative must complete and submit for processing the SAIG Enrollment Application to participate in the U.S. Department of Education's Student Aid Internet Gateway. The DPA is responsible for the Agency's SAIG users' access to Federal Student Aid systems, to ensure the data provided by these systems is protected according to the Privacy Act of 1974, as amended, as well as to ensure users do not inappropriately access records that are not associated with their organization. The Primary DPA is responsible for enrolling additional Non-Primary DPAs for specific SAIG services. Non-Primary DPAs are not allowed to make SAIG enrollment changes. An Agency may only have one Primary DPA, but may have many Non-Primary DPAs.

EDconnect: ED's telecommunications software that allows PC Windows users to send and receive data through the SAIG.

Electronic Services: Primary Destination Point Administrators (Primary DPAs) and their Secondary Destination Point Administrators (Secondary DPAs) for their organization may enroll users for FAFSA Online Services, or EDconnect Entitlement Access. An FSA User ID and password are required to log in to both systems.

Electronic Services Users: Electronic Services Users are enrolled for FAFSA Online Services or EDconnect by the Primary DPA. These users are associated with the Primary Destination Point and do not require individually assigned mailboxes to access FAFSA Online Services, or EDconnect. They must read and sign a Federal Student Aid User of Electronic Services Statement that the Primary DPA must maintain.

FAA Access to CPS Online: For purposes of this document, a Web tool that State Grant Agencies use to request ISIRs. This service is for 2023-2024. It is located at <https://faaaccess.ed.gov>. An FSA User ID is required to access student information.

FAFSA Partner Portal (FPP): For purposes of this document, a Web tool that State Grant Agencies use to request ISIRs. This service is for 2024-2025 and forward. It is located at <https://fafsa.partnerportal.ed.gov>. An FSA User ID is required to access student information.

FAFSA Processing System (FPS): The FPS manages the application and eligibility determination portion of the federal student aid process. It gathers information from applicants via the Free Application for Federal Student Aid (FAFSA), applies computerized edits and calculations to determine the student's eligibility, and communicates the results to the students, schools, state agencies, third-party servicers, and other federal computer systems.

Federal Loan Servicer (Title IV Additional Servicer [TIVAS] or Not-For-Profit [NFP]): An entity that services Title IV, HEA loans owned by ED. These loans include, but are not limited to, William D. Ford Federal Direct Loan (Direct Loan) Program loans and Federal Family Education Loan Program (FFELP) Purchased Loans. Current listings of the Department's federal loan servicers, including each servicer's contact information, are available on the Loan Servicing Centers for Schools and Loan Servicer Centers for Students pages located in the Customer Service Center on FSA Partner Connect (<https://fsapartners.ed.gov/help-center/fsa-customer-service-center>).

Federal Student Aid (FSA): The 1998 Reauthorization of the Higher Education Act (HEA) established a performance-based organization at the U.S. Department of Education to administer the federal student assistance programs authorized under Title IV of the HEA. These programs include the Federal Pell Grant Program, the Iraq and Afghanistan Service Grant Program, the TEACH Grant Program, the Federal Supplemental Educational Opportunity Grant Program, the William D. Ford Federal Direct Loan Programs, the Federal Work Study Programs, and the Federal Perkins Loan Program.

Attachment A: Glossary (Continued)

Federal Tax Information (FTI): Safeguarding FTI is critically important to continuously protect taxpayer confidentiality as required by IRC § 6103. FTI consists of federal tax returns and return information (and information derived from it) that is in the agency's possession or control that is covered by the confidentiality protections of the Internal Revenue Code (IRC). FTI is categorized as Sensitive But Unclassified (SBU) information and may contain personally identifiable information (PII). FTI may not be masked to change the character of information to circumvent IRC § 6103 confidentiality requirements. See Internal Revenue Service (IRS) Safeguards Program website and Publication 1075 for more information.

Free Application for Federal Student Aid (FAFSA): The application that the student must file to apply for aid from any Title IV, HEA program. Students can apply online by using *FAFSA on the Web* (<https://fafsa.gov>). The FAFSA is also printed and distributed free of charge by the U.S. Department of Education.

FTI Mailbox. An FTI Mailbox is an electronic mailbox that is used to receive ISIRs with Federal Tax Information (FTI).

Institutional Student Information Record (ISIR): The term ISIR refers to all processed student information records that are sent electronically to institutions and state grant agencies by the CPS for the 2023-2024 cycle and the FPS for the 2024-2025 cycle. The ISIR contains all information reported on the Free Application for Federal Student Aid (FAFSA), key processing results, and NSLDS financial aid history information.

National Student Loan Data System (NSLDS): A national database of student loan-level information and selected grant recipient data for loans and grants disbursed under the Title IV, HEA programs.

Non-Primary Destination Point Administrator (Non-Primary DPA): The Primary DPA is responsible for enrolling additional Non-Primary DPAs for specific SAIG services assigned to the Non-Primary DPA's Destination Points. Non-Primary DPAs are not allowed to make SAIG enrollment changes.

Non-Resident: Title IV applicants who indicate on their FAFSA a post-secondary institution that is located in the state where the Agency is located, but the Title IV applicant does not reside in a state other than the state where the Agency is located).

Primary Destination Point Administrator (Primary DPA): An individual who has been designated by the Agency as the responsible party for the enrollment of the Agency's additional Non-Primary DPA's which result in the establishment of their SAIG Mailboxes and may include FAFSA Online Services users. The Primary DPA is responsible for the SAIG users' access to Federal Student Aid systems, to ensure that the data provided to and from these systems are protected according to the Privacy Act of 1974, as amended, as well as to ensure that users do not inappropriately access records that are not associated with their Agency. Note: The Primary DPA is responsible for enrolling additional Non-Primary DPAs for specific SAIG services assigned to the Non-Primary DPA's Destination Points. The Primary DPA is assigned the primary destination point.

Resident: Title IV applicants who indicate on their FAFSA, as their state of legal residence, the state in which the Agency is located.

SAIG Mailbox: An electronic mailbox that is used to send and receive financial aid data using the SAIG. It is also referred to as a Destination Point. (See *Destination Point*.)

Social Security Number (SSN): The number assigned to an individual by the Social Security Administration and used as the identifying number for many Federal purposes, including identifying an SAIG participant and applicants for the Title IV, HEA programs.

Attachment A: Glossary (Continued)

Stop Student Debt Relief Scams Act of 2019: Public Law 116-251, explicitly makes unauthorized access to the U.S. Department of Education information technology systems and the misuse of identification devices issued by the Department a criminal act with fines up to \$20,000 and/or 5 years imprisonment. It also directs the Department to prevent improper access to the data system and any other system used to administer a program under Title IV of the Higher Education Act of 1965, as amended, by any person or entity for the purpose of assisting a student in managing loan repayment or applying for any repayment plan, consolidation loan, or other benefit authorized by this title, unless such access meets the requirements of an authorized person or entity. Furthermore, it requires the Department to take action to prevent and address the improper use of access devices, detecting common patterns of improper use; maintain a reporting system to alert the Secretary of potentially improper use of Department IT systems; and proactively contacting Federal student loan borrowers whose Federal student loan accounts likely demonstrate improper use in accordance with the provisions of this Act. It also directs Federal exit counseling to warn Federal loan borrowers about debt relief scams and to provide clean and simple disclosures in communications with borrowers who are applying for or requesting assistance with Federal Direct Loan Program.

Student Aid Internet Gateway (SAIG): The SAIG links thousands of Destination Points across the United States, its territories, and certain ED-designated foreign countries to the Higher Education Act's Title IV, HEA student financial aid programs, and delivery system. DPAs are assigned Destination Points (electronic mailboxes), for receiving and transmitting data to various Title IV, HEA Federal Student Aid systems such as NSLDS, CPS (2023-2024) and FPS (2024-2025). (See *Destination Point* and *Destination Point Administrator*.)

TDClient: ED's telecommunications software that allows Mainframe/Midrange users to send and receive data through the SAIG.

TG Number: A TG Number is the identifier for an electronic mailbox which is referred to as a SAIG Mailbox or Destination Point. The TG Number is a five-digit alphanumeric number, preceded by "TG."

Title IV, HEA student financial aid programs: Student assistance programs authorized by Title IV of the Higher Education Act of 1965, as amended, (HEA).

U.S. Department of Education (ED, Department): The federal agency responsible for the administration of federal student aid programs under Title IV of the HEA through Federal Student Aid (FSA).

Attachment B: Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1845-0002. Public reporting burden for this collection of information is estimated to average 40 minutes per initial paper application response, 20 minutes per initial web application online, 15 minutes per updated response on paper, and 10 minutes per updated response online, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit as cited in the Higher Education Act of 1965, as amended (HEA); 20 U.S.C. 1070 et seq. If you have comments or concerns regarding the status of your individual submission of this application, please contact U.S. Department of Education, Systems Integration Division, 830 First Street NE, Washington, DC 20202 directly.