

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), secondary schools, or entities that have an established relationship with the student and are grantees of the U.S. Department of Education (e.g., TRIO and GEAR-UP Programs), American Indian and Alaskan Native Educational entities, or Nonprofit College Access Organizations (referred to as "eligible entity") that facilitate providing assistance to such students in completing the FAFSA form; and (v) facilitate outreach to students about the availability of other means-tested benefit programs, such as those defined in HEA Sec 479(b)(4)(H), 20 USC 1087ss(b)(4)(H) for which they may be eligible.

Office Use Only

Customer Number _____

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

1. **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, secondary school, or eligible entity 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, secondary school, or eligible entity has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the LEAs, secondary schools, or eligible entities with respect to the use and maintenance of ISIR Data.
2. **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.
3. **Eligible Entity** – An eligible entity is defined as an organization that has an established relationship with the student and eligible to receive FAFSA Filing Status Information. This includes grantees of the U.S. Department of Education under the TRIO Programs and the Gaining Early Awareness and Readiness for Undergraduate Program (GEAR-UP), Tribal Education Agencies, Indian Organizations, and Nonprofit college access organizations on a case-by-case basis.
4. **Established Relationship** – A relationship between a student FAFSA applicant and an LEA, secondary school, or eligible entity. 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. In the case of an eligible entity, an Established Relationship exists when the student FAFSA applicant is enrolled in or has registered with or is receiving services from the eligible entity in order for the eligible entity to assist the student in pursuit of postsecondary education.
5. **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.
6. **FAFSA Filing Status Information** – Information from an ISIR that the Agency may disclose to LEAs, secondary schools, or eligible entities 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).
7. **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

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confidentiality requirements. See Internal Revenue Service (IRS) Safeguards Program website and Publication 1075 for more information.

8. **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.
9. **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.
10. **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. (Routine Use (1)(q) in the Aid Awareness and Application Processing (AAP) System of Records Notice (89 Fed. Reg. 7381, 7389-90 (Feb. 2, 2024).) 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 eligible entity with an Established Relationship with the student, including an LEA, secondary school, or eligible entity for the application, award, and administration of student financial aid for which the applicant is eligible.

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 Users

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 (Section F, Authorized Uses) and the Authorized Re-Disclosure of FAFSA Filing Status Information (Section G).
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, 20 U.S.C. 1090, which provides that ISIR data (including FAFSA Filing Status Information) may be used for the application, award, and administration of State-based financial aid for which the applicant is eligible and to identify student applicants to determine whether or not a graduating secondary student has filed the application to encourage students to complete the application. Under no circumstances may federal tax information (FTI) received by an Agency be redisclosed for purposes of determining FAFSA completion, pursuant to 483(a)(3)(B)(ii)(III), 20 U.S.C. 1090(a)(3)(B)(ii)(III).

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3. The Agency may use the ISIR data furnished to it under this Agreement only with regard to the application, award, and 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.
4. The Agency may use ISIR data, including Student Aid Index (SAI), and Pell-Grant eligibility status data (except for federal tax information (FTI) received under the Internal Revenue Code (IRC) §6103(l)(13), 26. U.S.C. 6103(l)(13)) to conduct outreach to applicants about the availability of other means-tested benefit programs (e.g., those defined in HEA Sec 479(b)(4)(H), 20 USC 1087ss(b)(4)(H)) for which they may be eligible. *Note: Disclosure by the Agency of ISIR data to another entity for a purpose beyond outreach (e.g., redisclosure of ISIR data to a means-tested benefit agency or program) is only permitted with explicit written consent of the applicant pursuant to 483(a)(3)(B)(ii)(IV).*
5. 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, secondary school, or eligible entity if the LEA, secondary school, or eligible entity has an Established Relationship with the student.
2. Before an Agency discloses FAFSA Filing Status Information to an LEA, secondary school, or eligible entity, it must execute a written agreement with the LEA, secondary school, or eligible entity. The agreement must, at a minimum, include:
 - (i) Procedures for oversight by the Agency of the LEA's, secondary school's, or eligible entity'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, secondary school, or eligible entity only for purposes consistent with section 483(a)(3)(B) of the HEA;
 - (iv) Assurances that the LEA, secondary school, or eligible entity 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, secondary school, or eligible entity and for authorized purposes described in Section B –Purpose of the Agreement above; and
 - (vi) Assurances that the LEA, secondary school, or eligible entity 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.

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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.

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, Security Operations Center (EDSOC) at EDSOC@ed.gov and Federal Student Aid (FSA) Security Operations Center (FSA SOC) at FSASOC@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.

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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.
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.

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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

Currently enrolled State Agencies must provide the TG Number for the Agency: TG # _____

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

Office Use Only Customer Number _____ TG Number _____
