Application Programming Interface (API) Service Participation Agreement For State Scholarship and Grant Agencies

Background

Students use the *Free Application for Federal Student Aid* (FAFSA) to apply for federal and state student financial assistance. The U.S. Department of Education's Application Programming Interface (API) service was established to allow students who have completed and submitted a FAFSA through *FAFSA on the Web* (FOTW) to electronically transfer data they provided on their application to agencies administering state financial assistance programs (hereinafter referred to as Agency). The API functionality promotes the use of technology to address state data collection needs while reducing application reporting burden for students and their families.

Students completing the FAFSA through the Department of Education's (ED) FAFSA on the Web will be linked to their state's financial assistance Web site (as determined by the applicant's state of legal residence), provided that ED has approved the state's participation in the API process. Once on the state's secure Web site, state scholarship and grant agencies will receive FAFSA data that the student has entered and submitted to ED.

Participation Agreement

The Secretary of Education is willing to assist states in the administration of their student aid programs by providing them data in accordance with relevant provisions of the Privacy Act (5 U.S.C. 552a) as long as such Agencies use the data for limited specified purposes and safeguard the confidentiality of the information provided.

In order to facilitate the awarding of financial assistance to students attending institutions of higher education under state financial assistance programs, and to coordinate the awarding of such assistance with financial assistance provided by the Federal Government under the Higher Education Amendments of 1992 (Pub. L. 102- 325), the Secretary of Education (hereinafter referred to as the Secretary) will agree to furnish in accordance with relevant provisions of the Privacy Act, the data set forth in Article I of this Agreement. This is in regards to persons applying for Federal Student Aid under the conditions set forth in Articles II and III of this Agreement.

Article I

1. The furnishing of data described in paragraph 2 of this Article has been established as a "routine use" under the provisions of the Privacy Act by publication in the Federal Register of December 27, 1999 (18-11-10). The data described in Paragraph 3 of this Article with respect to a given applicant will be furnished only upon the consent of that applicant for purposes of pre-populating the Agency's grant application.
2. The data that will be furnished by the Secretary upon the consent of that applicant for the purposes of pre-populating the Agency's grant application will include only the information required from the applicant to complete the *Free Application for Federal Student Aid* (FAFSA).
3. The data that will be furnished by the Secretary **will not** include database matches or processed applicant information from the Central Processing System (CPS) or the National Student Loan Data System (NSLDS). The receipt of processed data by state scholarship and grant agencies is managed through ED's Student Aid Internet Gateway (SAIG) which allows entities to electronically receive, submit, view and update student financial aid data online and by batch using EDconnect or TDClient software.
4. Since the data that is being furnished has not been processed by the CPS at the time of the applicant's transfer, the Secretary cannot ensure that the data to be furnished will be accurate.

Article II

1. The Agency may use the 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 in institutions of higher education.
2. The Agency shall take all steps necessary to safeguard the confidentiality of the data received. The Agency may provide access and may release such data only to those personnel of the Agency who are specifically authorized by the Agency to receive and review that data in connection with the application for and receipt of financial aid for postsecondary education provided or administered by the Agency.
3. For purposes of this Agreement, "administration" includes calculation of state student financial aid awards, guaranteeing of federal student loans, research necessary for the proper administration of the state program, and verification of data provided by the applicant on the state student aid applications. The Agency may, however, release to the public statistical summary data obtained from the information furnished by the Secretary, provided that the identity of individual Federal Student Aid applicants cannot be ascertained from such summary data.

4. The Agency agrees to comply with all provisions of the Higher Education Act of 1965, as amended.

Article III

1. The Agency will furnish, to ED, a list of state aid programs and a brief description of the eligibility requirements for those programs; in addition to, data elements and justification for those data elements used in the Agency's application.
2. This Agreement shall remain in force until terminated by the Agency or the Secretary. The expiration of this Agreement shall not, however, affect the obligations incurred by the Agency under this Agreement.
3. If the Secretary finds that there has been a failure to comply with Article II or paragraph (1-2) of Article III of this Agreement, the Secretary may terminate this Agreement or take such other action as may be necessary and appropriate to protect the interest of the United States and the federal aid applicants.

Certification of the Authorized Officer on behalf of the State Scholarship Agency

You certify on behalf of your state scholarship or grant agency an understanding of the information provided in this Agreement. 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 your Agency, becomes the responsibility of the Agency. Therefore, the Agency agrees to protect the privacy of all information provided by the U.S. Department of Education.

The Agency understands that any person, 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.

The Agency certifies that it will use data furnished under this agreement as set forth in Article I of this Agreement, with regard to persons applying for state financial assistance under the conditions set forth in Articles II and III of this Agreement.

Authorized Officer – Authorizing official or other state agency executive official.

Name of State Scholarship Agency (administering higher education student financial aid program)

Required – Printed Name and Title of Legally Authorized Officer

E-mail Address **Telephone Number**

Signature of Legally Authorized Officer **Date**

Office Use Only

☐ Notification of Interest Received Date:_____

☐ Notification of Interest Reviewed Date:_____

☐ Participation Agreement Signed Date:_____

ED Reviewer Start-up Date