

Federal Student Aid

An OFFICE of the U.S. DEPARTMENT of EDUCATION

U.S. Department of Education – Lender/Servicer Organization Participation Agreement

Note: When completing form, type or print all information.

If you are an eligible Lender:

(Lenders have a Lender ID beginning with “8”)

Lender Name: _____

Lender Identification (LID) Number(s): _____

Authorizing Official for LID Number(s): _____

Digital/Original Signature: _____ Date: _____

If you are a Lender Servicer:

(Servicers have a Servicer ID beginning with “7”)

Servicer Name: _____

Servicer Identification Number filed on behalf of LID Numbers: _____

Authorizing Official for Servicer: _____

Digital/Original Signature: _____ Date: _____

If you are an Eligible Lender Trustee:

(Lender Trustees have a Lender ID beginning with “8”)

Eligible Lender Trustee Name: _____

LID Number(s): _____

Authorizing Official for LID Number(s): _____

Digital/Original Signature: _____ Date: _____

Name of Entity(ies) for whom the Trustee is acting: _____

By completing and signing this agreement, the Lender, Servicer, or Eligible Lender Trustee agrees to all terms and responsibilities within the *Organization Participation Agreement* (OPA) and to submit data on the quarterly *Lender Reporting System* (LaRS) report to the U.S. Department of Education (the Department) and to receive information and data from the Department electronically.

Note: If more space is needed on this first page, attach additional copies of this page completed with the information requested and with certified digital signature as appropriate. The certified digital signature is required.

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Certification:

As an eligible Lender, Servicer, or Eligible Lender Trustee in the Federal Family Education Loan (FFEL) Program that submits the LaRS report electronically, I certify, by my signature above that:

The data that my organization or its agent, or its third-party servicer, will submit to the Department electronically pursuant to this OPA is and will be correct to the best of my knowledge and belief. I certify that it conforms to the laws, regulations, and policies applicable to the FFEL Program. I understand that all documents, files, accounts and records supporting this data are subject to audit or review by the Secretary of Education (the Secretary) or other authorized representatives of the United States Government (including representatives of any guaranty agency that provides the guarantees on loans included in data submitted electronically), and I agree to make all such documents, files, accounts and records available to the Secretary or such authorized representatives without restriction.

Security and User Responsibilities:

An eligible Lender, Servicer, or Eligible Lender Trustee in the FFEL Program that submits the LaRS report electronically must:

- Ensure that all Federal Student Aid applicant information is protected from access by or disclosure to unauthorized personnel. In the event of an unauthorized disclosure or breach of applicant information or other sensitive information (such as personally identifiable information), the organization must immediately notify Federal Student Aid.
- Ensure that password sharing, the sharing of system access, and the use of any tools that allow access to LaRS is strictly prohibited. These tools are called “authenticators.”
- Ensure that procedures for sanitizing stored information are followed, e.g., overwriting electronic media that contain sensitive information before reuse.
- Ensure that all users are aware of and comply with all of the requirements to protect and secure data from Departmental or other Federal agencies’ systems for the purposes of administering the HEA programs and sources using LaRS.
- Maintain copies of all LaRS enrollment documents submitted to the Department, including the signed OPA.
- At least on an annual basis, validate all LaRS user access rights for the organization.
- At least on an annual basis, monitor the organization’s LaRS user access.

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Security and User Responsibilities Continued:

- Ensure that the Standards for Safeguarding Customer 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. Develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts that meets the requirements for an information security program in 16 C.F.R. Part 314.
 - Designate a qualified individual responsible for overseeing an implementing my institution's information security program and enforcing my institution's information security program in compliance with 16 C.F.R. 314.4(a).
 - Base my institution's information security program on a risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information (as the term customer information applies to my institution – See Glossary) that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks as required under 16 C.F.R. 314.4(b).
 - Design and implement safeguards to control the risks my institution identifies through risk assessment that meet the requirements of 16 C.F.R. 314.4(c)(1) through (8).
 - Regularly test or otherwise monitor the effectiveness of the safeguards my institution has implemented that meet the requirements of 16 C.F.R. 314.4(d).
 - Implement policies and procedures to ensure that personnel are able to enact my institution's information security program and meet the requirements of 16 C.F.R. 314.4(e)(1) through (4).
 - Oversee my institution's service providers by meeting the requirements of 16 C.F.R. 314.4(f)(1) through (3).
 - Evaluate and adjust my institution's information security program in light of the results of the required testing and monitoring required by 16 C.F.R. 314.4(d); any material changes to my institution's operations or business arrangements; the results of the required risk assessments under 16 C.F.R. 314.4(b)(2); or any other circumstances that I know or have reason to know may have a material impact on my institution's information security program as required by 16 C.F.R. 314.4(g).
 - Establish an incident response plan that meets the requirements of 16 C.F.R. 314.4(h).
 - Require my institution's Qualified Individual to report regularly and least annually to those with control over my institution on my institution's information security program as required by 16 C.F.R. 314.4(i).

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Warning:

Any person who knowingly and willfully submits a false statement to obtain payment may be prosecuted under Federal law, and if convicted, is subject to imprisonment for up to five years or a fine of up to \$20,000, or both. 18 U.S.C. 1001, 20 U.S.C. 1097(a). Any person who knowingly and willfully destroys or conceals any record(s) relating to the provision of assistance under *Title IV* of the *Higher Education Act of 1965*, as amended, or attempts to so destroy or conceal with intent to defraud the United States or to prevent the United States from enforcing any right obtained by subrogation under Part B of Title IV, shall upon conviction thereof, be fined not more than \$20,000, or imprisoned not more than 5 years, or both, under the provisions of 20 U.S.C. 1097. In addition, any person knowingly who makes a false claim or causes a false claim to be presented, or knowingly makes a false statement to obtain payment of a claim, may be subject to civil penalty and damages under the *False Claims Act*.

Term of Agreement:

This Agreement terminates on September 30, 2024, unless extended by consent of both parties. Either party may terminate this Agreement prior to that date by providing written notice of the termination to the other party no less than 30 calendar days prior to the effective date of the termination. This Agreement automatically terminates if the Lender, Servicer, or Eligible Lender Trustee merges or otherwise combines with another organization. If the Agreement is executed by an Eligible Lender Trustee, it applies only to data submitted by the Trustee or its agent in connection with loans made by the Trustee under an Agreement with the Entities identified on the first page of this Agreement. In the event of a merger or new trustee relationship, the Lender, Servicer, or Eligible Lender Trustee must submit a new Agreement to the Department at least 30 days prior to the event. A Lender, Servicer, or Eligible Lender Trustee that does not have an Agreement in effect with the Department will not be authorized to exchange data with the Department electronically which may delay the payment of funds by the Department.

Remit page one of this Agreement with a certified digital signature to [the Department](#) at fps.lidprocess@ed.gov.

If you have any questions, email [the Department](#) at fps.lidprocess@ed.gov or call 202-377-3302.

Instructions:

Read the following carefully to ensure that you have provided the **correct number of signatures** and have properly completed your OPA.

If you are an entity that acts as a lender, a servicer, and/or a trustee bank, you will need to provide a separate OPA with information on each of the entity's roles. If you are a trustee for multiple beneficial holders, you will need to provide a separate OPA for each of the trustee arrangements. However, if you submit LaRS reports using multiple ID numbers for any one role/arrangement, you may list all related ID numbers of that role/arrangement on one OPA.

Definition of key terms:

- **Lender or Servicer ID Number** – The 6-digit identification code issued to your organization by the Department.
- **Lender Name** – The name of the eligible lender as defined in section 435(d) of the *Higher Education Act of 1965* and in the Federal regulations under 34 CFR §682.200 and is a National or State chartered bank, a mutual savings bank, a savings and loan association, a stock savings bank, or a credit union which participates in the FFEL Program.
- **Servicer Name** – The name of the organization or individual as defined in 34 CFR 682.200 that acts on behalf of another party in administering any aspect of the FFEL Program pursuant to applicable statutes and regulations. A third-party servicer may submit data under this OPA only if it is authorized to do so by the Lender or Eligible Lender Trustee for which it is acting.
- **Eligible Lender Trustee Name** – The name of an eligible lender that holds a loan in its capacity as a trustee for a beneficial holder who does not meet the requirements of an eligible lender. The trustee assumes responsibility for complying with all statutory and regulatory requirements imposed on any other holders of a loan.
- **Authorizing Official** – Name of the person in your organization responsible for submitting correct financial data and has the authority to commit the organization's or company's funding.

The Lender/Servicer/Eligible Lender Trustee agrees to:

- Transmit documents to the Department via a Department-administered website.
- Provide and maintain, at its expense, all machines, and programs necessary to effectively and reliably transmit and receive data.
- Submit LaRS reports using file transfer methodology or data entry in accordance with the Department's requirements and directions. Provide the Department with the name and address of the person legally responsible for the data transmissions.
- Certify the accuracy and completeness of the data electronically transmitted to the Department's Financial Management System.

- Accurately complete all steps on the OPA and promptly notify the Department of any change to the information provided herein.

If the Lender/Servicer/Eligible Lender Trustee submits this OPA to the Department and completes the Lender Application, the Department will:

- Allow web submission of the LaRS reports to the Department's Financial Management System using file transfer methodology or on-line data entry.
- Acknowledge web submissions by receipt that includes date and time of the transaction.
- Notify the Lender/Servicer/Eligible Lender Trustee if it does not accept the substance of the received web data.