

Exhibit 15

file

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER MAY 21, 2010	2. CONTRACT NO. (if any) ED-OPE-10-P-0025	6. SHIP TO: OPE YN		
3. ORDER NO.	4. REQUISITION/REFERENCE NO. EDOOPE-10-000052	a. NAME OF CONSIGNEE		
5. ISSUING OFFICE (Address correspondence to) U.S. Department of Education, OPE, ATTN: Yvonne Navalaney, 1990 K Street NW Room 7156 Washington, DC, 20006-8503, USA		b. STREET ADDRESS ATTN: Yvonne Navalaney 1990 K Street NW Room 7156		
7. TO: 00Q31689 TIN: 300249822		c. CITY Washington	d. STATE DC	e. ZIP CODE 20006-8503
a. NAME OF CONTRACTOR/DUNS: 780871158 HIGHER EDUCATION, MISSOURI DEPARTMENT OF		f. SHIP VIA		

b. COMPANY NAME		8. TYPE OF ORDER		
c. STREET ADDRESS 3515 AMAZONAS DR		<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY JEFFERSON CITY	e. STATE MO	f. ZIP CODE 651096821		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule Obligated Amount: \$5,000.00		10. REQUISITIONING OFFICE OOPE		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> e. WOMEN-OWNED	<input type="checkbox"/> f. HUBZone	<input type="checkbox"/> g. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	See Continuation Page For Line Item Details					

Obligated

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOT. (Cont. pages) \$5,000.00
21. MAIL INVOICE TO: OPE YN			
a. NAME		17(i) GRAND TOTAL \$5,000.00	
b. STREET ADDRESS (or P.O. Box) ATTN: Yvonne Navalaney 1990 K Street NW Room 7156			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20006-8503	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Yvonne M. Navalaney (202) 502-7743 TITLE: CONTRACTING/ORDERING OFFICER
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(b)(6)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	Accounting and Appropriation Data: 0202X2010.A.2010.EPAC0000.6B3.2572A.0AC.000.0000.000000 Cost Applied: \$5,000.00 For Data Analysis Services of Student Data by the Missouri Department of Higher Education - MDHE contact is Timothy J. Wittmann. Agreed upon cost of services NTE \$5000.	1.00	SE	5,000.00	5,000.00

DATA HANDLING SERVICE AGREEMENT

THIS DATA HANDLING SERVICE AGREEMENT ("Agreement") is made this 21st day of May, 2010, between the Missouri Department of Higher Education, with its principal place of business at 3515 Amazonas Drive, Jefferson City, MO 65109 (MDHE) and the U.S. Department of Education, with its principal place of business at 400 Maryland Avenue, SW, Washington, D.C. 20202 (the "Department") (collectively, the "Parties").

This Agreement is being made to permit the Department's to obtain wage data analysis for certain students that received federal student aid funds, in connection with steps the Department is taking to propose regulations that will be implemented under the Higher Education Act of 1965, as amended.

1. **Term.** The term of this Agreement shall be for 12 months from the date hereof; provided, however, that any party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other parties. Notwithstanding the above, any party may terminate this Agreement immediately without notice if:

- (a) Any law is passed or a court of competent jurisdiction or regulatory agency issues or interprets any law, consent decree, or government regulatory agency opinion to cause the Services described hereunder to be a violation of applicable laws or regulations;
- (b) MDHE has materially breached any of its obligations hereunder; or
- (c) The Department has materially breached any of its obligations hereunder.

2. **Background.** MDHE and the Department each maintain distinct databases that contain information needed for MDHE to perform a data analysis the Education has asked MDHE to perform:

- (a) MDHE maintains separate and distinct databases consisting of Missouri public and proprietary sector student records. The University of Missouri is under contract with MDHE to maintain a secure data server for the storage and transmission of sensitive data. This server houses encrypted UI wage records, which MDHE may access using security protocols authorized by the Missouri Department of Labor and Industrial Relations under MDHE's contract with said entity. The University of Missouri is also under contract with MDHE to execute security protocols ensuring that natural identifiers are never explicitly associated with wage records provided by the Missouri Department of Labor and Industrial Relations.
- (b) The Department maintains the National Student Loan Data System ("the Student Loan Data System"), which is a repository of information about student loans or grants made, insured, or guaranteed by the Federal Government.
- (c) The Department maintains the Student Aid Internet Gateway (SAIG) as a secure system that provides access to certain student information for authorized users through the ED Connect software.
- (d) MDHE has employees that are authorized to use the ED Connect software and SAIG system to obtain student information from the Department.

3. Services. In providing assistance to the Department for research related to student debt and wages, the Parties agree as follows:

- (a) MDHE will provide information to the Department as detailed in Exhibit A.
- (b) The Department will provide information to MDHE as detailed in Exhibit B.
- (c) MDHE will use the information from the Department to perform a data analysis and provide the results of that analysis to the Department as detailed in Exhibit C.
- (d) MDHE may undertake additional analysis of this data for the duration of this Agreement so long as the additional research is provided to the Department. Any other use of the information from the Department by MDHE is not authorized without prior written consent from the Department.
- (e) MDHE staff that have access to the Department information, including staff from the University of Missouri, will apply for an appropriate security clearance from the Department within 10 days after the date this Agreement is signed. MDHE must monitor the applications for the Department clearance, and immediately terminate access to that information for any staff that do not obtain the Department clearance.

4. Authority. The Department is authorized to disclose Privacy Act data from its system of records entitled "National Student Loan Data System" (18-11-06) as published at 64 Fed. Reg. 72395-97 (December 27, 1999), as a routine use to support research and policy analysis to State agencies. This disclosure is also authorized under 20 U.S.C. §1092b

MDHE will not disclose data in individually identifiable form for any of the analysis using information from the Department provided in connection with this Agreement.

5. Conditions on MDHE use of data provided by the Department.

- (a) MDHE will use both the NSLDS data which the Department provides and the data to which MDHE merges the NSLDS data for research and statistical purposes only. Demographic and/or merged data that MDHE prepares under the Agreement will be in the form of statistical summaries that do not permit the identification of an individual or family.
- (b) Except as otherwise required by law, MDHE agrees that it will not provide the NSLDS data supplied by the Department hereunder, including any data inadvertently disclosed under subparagraph (c), below, to any third party, will hold such data in strict confidence, will only disclose such data to those employees within its organization with a need to know, and will not copy or duplicate such information in any manner whatsoever unless required to carry out the purposes of this Agreement and only with the prior consent of the Department. For purposes of this Agreement, the services performed by the University of Missouri staff referenced in Paragraph 2(a) above do not constitute providing or disclosing the information to a third party. This restriction does not apply to the results of the MHED analysis described in Paragraph 3(d).
- (c) If MDHE discovers that there has been a breach of personally identifiable information in the NSLDS data provided by the Department, it will report that breach to the

Department within one hour of discovery of the breach, using the contact information provided in Exhibit D. MDHE will return to the Department any information and/or media inadvertently disclosed and/or supplied by the Department hereunder. If the Department determines that its procedures require notification to affected borrowers, MDHE will carry out the notification. In addition, if the Department determines that an offer of credit monitoring to affected borrowers is appropriate, MDHE agrees to provide them with a credit monitoring service.

6. Charges. The Department will pay MDHE for services under this Agreement up to but no more than \$5,000 to reimburse for approximately 50 hours of programming, data cleaning, and data analysis.

7. Disclaimer and Limitation of Liability.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES BY ANY PARTY AND NO IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

NO PARTY HERETO SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO BUSINESS REPUTATION, LOST BUSINESS, LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BY THE NEGLIGENCE OF SUCH PARTY OR OTHERWISE, AND ARISING OUT OF THIS AGREEMENT OR THE USE OF ANY MATERIALS AND SERVICES PROVIDED HEREUNDER.

8. Independent Contractor. Nothing contained in this Agreement shall be interpreted to evidence a joint venture, partnership, or principal/agent relationship as between or among MDHE and the Department. No Party shall have any right or authority to act for, or to assume, create or incur any obligation, liability, or responsibility of any kind, whether express or implied, against, in the name of, or on behalf of the other Party.

9. Waiver. The waiver by one Party of any covenant, condition, obligation, representation, warranty, or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver by such Party of any other covenant, condition, obligation, representation, warranty, or promise. The waiver by a Party of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself. The rights and remedies provided each Party shall be cumulative and in addition to any other rights and remedies provided by law or otherwise.

10. Separate Contracts. Nothing in this Agreement shall abrogate any rights or obligations of a Party or the Parties under contracts in effect as of the date that this Agreement enters into force or in any way limit recovery under any representations, warranties, or indemnities provided in those contracts. This Agreement contains the entire and exclusive

agreement of the Parties with respect to its subject matter. This Agreement supersedes any agreements and understandings, whether written or oral, entered into by the Parties prior to its effective date and relating to its subject matter.

11. Modification. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of each of the Parties. If any provision of this Agreement is held illegal or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect. This Agreement may not be assigned by any Party by operation of law or otherwise. The Parties acknowledge it is their intent that this Agreement is being executed in accordance with all applicable laws at the time of signing, and agree to work with one another to modify this Agreement and ratify any activity performed under the Agreement if subsequent amendments are required for this purpose.

12. Publicity. Neither MHED nor the Department may use the name of the other party in any advertising, promotional material, or other publication, or otherwise publicize or communicate its relationship with one another without prior written consent of the other party.

13. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective when delivered personally, or upon deposit in the U.S. mail, postage prepaid, addressed to the other party at their respective addresses set forth on the first page hereof, unless by such notice a different address shall have been designated for giving notice hereunder.

14. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MDHE

Department of Education

(b)(6)

(b)(6)

By

By:

Dr. Robert Stein
Commissioner of Higher Education
Missouri Department of Higher Education
3515 Amazonas Drive
Jefferson City, MO 65109
Phone: 573-751-1876

David Bergeron
Acting Deputy Assistant Secretary
for Policy, Planning and Innovation
Office of Postsecondary Education
U.S. Department of Education
1990 K Street, NW
Washington, DC 20006
Phone: 202-502-7950

Date: _____

Date: 5/21/2010

Exhibit A to the Data Handling Service Agreement
Information originating from MDHE

MDHE will provide NSLDS with the following data elements for the study through the ED Connect software using the SAIG system:

SSN
First Name
Last Name
DOB
School Code (6-digit OPEID)
Begin Date for Aid Information
End Date for Aid Information

Exhibit B to the Data Handling Service Agreement
Department of Education Data Elements

The Department will use the information provided by MDHE to obtain a data match from the NSLDS on the following items:

****Match Criteria**

- '1' - match on the Social Security Number (SSN), first 3 letters of the first name, and Date of Birth (DOB)
- '2' - match on SSN and first 3 letters of the first name only
- '3' - match on SSN and DOB only
- '4' - match on SSN only
- '5' - no match

The loan types included in the extract are FFEL and Direct subsidized, unsubsidized, and Grad PLUS.

A row of data will be provided for the data elements outlined above for the student/borrower provided at the OPEID and time frame provided.

A row of data will be provided for the data elements outlined above for the student/borrower provided at the OPEID that is NOT within the time frame provided.

Additional rows of data will be provided for the data elements outlined above for the student/borrower provided for other aid information NOT at the OPEID provided.

For the students identified by MDHE, NSLDS will make the following information available to MDHE through the ED Connect software using the SAIG system, with the following information set out in an excel template that the parties have agreed to use:

Student/Borrower SSN

Column R - 'Number of Federal Borrowers': Flag ('Y' or blank) indicating whether or not the student received a loan at that institution

Column S - 'Median Cumulative Federal Loan Amount': A cumulative dollar disbursed for the borrower.

Column T - 'Median Cumulative Federal Loan Amount at Awarding Institution': A cumulative dollar disbursed for the borrower at the 8-digit OPEID for the time period (either provided or retrieved from the loan)

Column V - 'Number in Default': A count of borrowers Defaults

Column W - 'Number in Repayment': A Count of borrowers in Repayment

Column X - 'Number of Pell Recipients': Flag ('Y' or blank) indicated whether or not the student received a Pell Grant at that institution

Column Y - 'Cumulative Pell Awarded': A cumulative dollar of Pell Grant disbursed for the student at the 8-digit OPEID for the time period (either provided or retrieved from the grant)*

Additional Field - 'Match/Discrepancy Flag': Flag to indicate if a match** was made for the student/borrower provide ('Y') or if the student/borrower received aid at the same provided institution, but outside the time frame provided ('D'). Values for field are 'Y', 'D', or blank

Additional Field - 'Match Criteria'**: The level of match made for the student/borrower provided by DHE. Values for field are '1', '2', '3', '4', or '5'

Additional Field - 'Begin Date': Either provided or extracted for the begin date of the time period for which aid is received Additional Field - 'End Date': Either provided or extracted for the end date of the time period for which aid is received

Exhibit C to the Data Handling Service Agreement
MDHE system security and data analysis.

MDHE will use the following procedures with the information obtained from the Department:

Confidentiality/Limitation of Use

Confidential Information will be stored in an area that is physically safe from access by unauthorized persons at all times. Confidential Information that is maintained in electronic format, will be stored on a secure server in the state data storage center in such a way that unauthorized persons cannot obtain the information by any means. Access via individual user terminals will be limited to primary research investigators. Terminal access is restricted by strong password.

Description of Analyses:

ED Analysis

MDHE will utilize federal borrowing (NSLDS) data matched to students who have exited a Missouri postsecondary institution as a basis for aggregate reporting to ED. For every unique combination of (1) institution/OPE ID and sector, (2) award level, (3) four-digit classification of instructional program, and (4) graduate (completer) / non-graduate (drop-out/stop-out) status, MDHE will report aggregate Missouri wage and employment outcomes, as well as federal borrowing data, including medians and percentiles. Minimum reporting standards are met if and only if a given group of students contains at least 6 observations; if this standard is not met for a particular group or groups, statistics on those groups will be censored.

MDHE-Specific Analysis

MDHE may continue to perform student loan and wage data analysis on the information provided by the Department for the term of this Agreement. Confidential data will be stored in the secure state data storage center described above. The additional MDHE analysis will consider additional policy variables related to the presence or absence of a state scholarship. The end result would be a summary table containing aggregate federal borrowing, employment, and educational outcomes information by institution, crossed with other categorical variables. Statistics calculated on groups containing fewer than 6 students will be censored, and the final report will contain only aggregate, rather than individually-identifiable student data. The MDHE-specific analysis will be provided to the Department throughout the term of this Agreement.

For both the ED and MDHE-specific analyses, MDHE may require technical assistance from University of Missouri contractors for the purpose of encrypting identifiers. This process requires secure transmission of identifiable MDHE and NSLDS data, using an SCP or Telnet client, to a password-protected FTP server. This server may only be accessed using authorized credentials from a terminal with an approved IP address, and data are encrypted during file uploads to and downloads from the server. Once the data is securely stored on the FTP server, any identifying information (SSNs) will be immediately encrypted using a substitution algorithm accessible only by authorized University of Missouri researchers, resulting in a surrogate key in place of any identifying information. The process will destroy the dataset containing confidential information after a very brief work period, eliminating any confidential information from the server. The original, identifiable student records associated with NSLDS data will be stored in MDHE's secure data server for either the term of this Agreement or through the conclusion of the MDHE-specific analyses, whichever comes first.

Disposition of Data

MDHE will dispose of individual federal borrower data in the timeframe and manner prescribed by ED. MDHE will notify the Department when the NSLDS data has been destroyed.

Deliverable to ED

The aggregate data described above will be stored in a summary table format and transmitted to ED using either the ED Connect software described above or any other procedure deemed appropriate by ED. Since the summary data will not contain individually-identified information, transmission via electronic mail may be permissible.

Exhibit D to the Data Handling Service Agreement
Department of Education Contact for Data Breach

Barbara Cobbs
FSA NSLDS System Security Officer
Federal Student Aid
U.S. Department of Education
830 First Street, N.E.
Washington, D.C. 20202
(202) 377-3555
Barbara.cobbs@ed.gov

SOLE SOURCE JUSTIFICATION

Data Analysis with the Missouri Department of Higher Education

The Missouri Department of Higher Education (MDHE) is the only State in the U.S. that has a postsecondary student unit record data system with for-profit institutions and a UI wage record match. They are working on behalf of the Department of Education (ED) to generate data that provide the only source of information available on the relationship among borrowing, program of completion, and subsequent wages -- permitting ED to understand debt in to income in public and for-profit institutions.

The Missouri Department of Higher Education is providing ED with a file of approximately 80,000 exiters from their institutions of higher education (graduates and dropouts). The Department are matching the file to our NSLDS data, and returning it to them. MDHE is taking this and matching it to its postsecondary student unit data, and then linking it to UI wage data, carrying out an analysis of the data, and returning to ED tables that will be used in its analysis. MDHE is undertaking about 80 hours of meetings, planning, data transfer, data matching, data cleaning, data analysis, and table creation for ED.

This work is being directed by Timothy Wittmann of the Missouri Department of Higher Education. His contact details are below.

Timothy J. Wittmann
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