



# SEAL OF APPROVAL

## APPLICATION AND AGREEMENT

SEAL OF APPROVAL PROGRAM FOR PESC APPROVED STANDARDS



**PESC APPROVED STANDARDS**  
FOR ADMISSIONS, REGISTRAR & FINANCIAL AID



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## GREETINGS FROM PESC!

**On behalf of PESC, I am pleased to provide you with PESC's Seal of Approval Program!**

**In using PESC's Seal of Approval for your organization, you are not only communicating your implementation of PESC Approved Standards and support of PESC's mission, you are adding value and integrity to your technology while achieving lower costs and a higher level of efficiency and interoperability!**

PESC Approved Standards are used across the education spectrum – by high schools and states, colleges and universities, service providers and government agencies. Every college and university in the U.S. uses PESC Approved Standards for financial aid, while over 29 states and over 6 provinces in Canada use admissions and registrar PESC Approved Standards – adding up to hundreds and hundreds of millions of transaction each year. Our footprint is now expanding into Europe and Asia as well to meet the needs of globalization and mobility.

With your public display of the PESC Seal of Approval on your website or displayed on your materials, you show your allegiance to this growing effort and community. PESC's adoption is driven by our members, our sponsors and partners, our groups and committees and by our mission which includes open, transparent community-based development and easily accessible, *freely* available standards (specifications and guides).

The PESC Seal of Approval signifies the emergence of your organization into this community, and with many others joining in, we are raising the bar and establishing a new level of operational efficiency.

PESC Approved Standards also improve overall data quality, provide a return on investment and introduce a long-term, sustainable strategy for your product and systems development. The PESC Seal of Approval is the signal to the community that your organization is part of setting that new standard.

Please review the information and return all completed forms to PESC. If you have questions, please contact Jennifer Kim, Membership Services Director, at [jennifer.kim@pesc.org](mailto:jennifer.kim@pesc.org) or +1.202.261.6516.

Thank you and best regards,

*Michael Sessa*

Michael D. Sessa  
President & CEO

# WHAT IS PESC?

PESC is an international 501 c3 non-profit, community-based, umbrella association of data, software and education technology service providers; local, state/province and federal government agencies; schools, districts, colleges and universities; college, university and state systems; professional, commercial and non-profit organizations; and non-profit associations and foundations. PESC's core service is development and maintenance of PESC Approved Standards and data exchange protocols, available publicly and free of charge.

# WHAT ARE PESC APPROVED STANDARDS?

PESC APPROVED STANDARDS, specifications and guidelines, are interfaces that dictate how data should be exchanged between organizations and entities. These specifications and guidelines follow a rigorous, disciplined, transparent and open process governed by PESC's Standards Forum for Education. This overall process, which includes an open public comment period, ensures consistency in development so that all of PESC Approved Standards – from the High School Transcript to the Common Credential are all established uniformly.

# WHAT IS THE SEAL OF APPROVAL PROGRAM?

The Seal of Approval Program, which once completed successfully, results in the applicant being awarded a 'Seal' from PESC. Organizations implementing PESC Approved Standards can use the Seal of Approval on its website, and in its literature, to communicate to the community at-large, that your organization uses PESC Approved Standards and is now part of the global adoption of data standardization. The Seal of Approval also ensures that PESC's brand is being promoted consistently and without variation.

# HOW DOES IT WORK?

Organizations wishing to use the Seal of Approval complete an application, submit a small fee and are considered and reviewed by PESC's Seal of Approval Board, volunteer members appointed by the PESC Board of Directors. The Seal of Approval Board, through referrals and interviews with the applicant's data exchange trading partners, concludes its analysis based on applicant information and awards the actual 'Seal'. The 'Seal' is valid for three (3) years and can be automatically renewed.

# HOW DO YOU APPLY?

Applicants complete all necessary information and then submit the application and fee to PESC. The Seal of Approval Board immediately reviews the application for completeness and sets up an initial interview with the applicant. Once in order, the Seal of Approval Board begins its analysis and will make its determination within thirty (30) days. Once approved, the "Seal" is awarded and organizations can begin using it immediately.

# WHAT IS THE ACTUAL "SEAL"?

The actual 'Seal' is displayed to the right. It is a jpeg file and can be used or displayed in other formats but must resemble the same coloring and appearance as this official 'Seal'. The words 'PESC Seal of Approval' may also be used in addition to or in lieu of use of the jpeg 'Seal'. Use of the 'Seal' or designated language distinguishes organizations awarded a 'Seal', separate from use of the PESC logo.



# HOW CAN THE SEAL BE USED?

Once awarded, the 'Seal' can be used anywhere, on websites, in marketing, in presentations, and as a distinguishing selling point to your partners, customers and clients. As long as the 'Seal' itself or 'PESC Seal of Approval' is used, there is virtually no limit on how or where it can be used. For organizations with questions on how the 'Seal' may be used, please contact the Seal of Approval Board or the PESC office.

# DOES PESC MONITOR USE OF THE SEAL?

No. Once the 'Seal' is awarded by the Seal of Approval Board, PESC hosts your organization's 'Seal of Approval' on the PESC website along with its effective dates. This allows your organization the freedom and liberty to use the 'Seal' as you see fit, in creative and new ways. Those looking to confirm if your organization has been awarded a 'Seal' from PESC, are able to verify the award status on PESC's website.

# WHAT IF THE SEAL EXPIRES?

The Seal of Approval is awarded for three (3) years and expires at the end of this time. Organizations wishing to renew their 'Seal' may do so with submission of an Application and Application fee at least ninety (90) days prior to the expiration date. For organizations not renewing or for organizations not meeting the renewal deadline, the Seal of Approval award status will be removed from the PESC website thirty (30) days after the expiration date and organizations are prohibited from use of the 'Seal' thereafter.



NEW APPLICATION

RENEWAL APPLICATION



PESC  
1250 Connecticut Ave NW  
Suite 200  
Washington, D.C. 20036  
+1.202.261.6516 p  
+1.202.261.6517 f  
www.PESC.org

# APPLICATION AND AGREEMENT FOR SEAL OF APPROVAL

Please complete this Application to apply for or renew PESC's Seal of Approval, include payment and submit to 'PESC'.

## APPLICANT INFORMATION

Organization Name

Organization Website

Organizational/Official Contact: First Name, Last Name and Title

Street Address

City, State/Province, Postal Code, Country

Work Phone

Fax

Email Address

## MEMBER CATEGORY

## PURPOSE, USE, OR INTENT OF PRODUCT OR SYSTEM (CHECK ALL THAT APPLY)

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> PESC MEMBER \$2,500 | <input type="checkbox"/> ACADEMIC             | <input type="checkbox"/> HUMAN RESOURCES     | <input type="checkbox"/> STUDENT INFORMATION |
| <input type="checkbox"/> NON-MEMBER \$5,000  | <input type="checkbox"/> ADMISSIONS           | <input type="checkbox"/> LEARNING MANAGEMENT | <input type="checkbox"/> TRANSCRIPT          |
| <input type="checkbox"/> OTHER _____         | <input type="checkbox"/> FINANCIAL AID        | <input type="checkbox"/> LOAN ORIGINATION    | <input type="checkbox"/> OTHER _____         |
|  | <input type="checkbox"/> FINANCIAL MANAGEMENT | <input type="checkbox"/> LONGITUDINAL DATA   |  |

## PRODUCT/SYSTEM INFORMATION

Name of Product or System

Version or Release

Product Availability Date

PESC Approved Standards or Schemas Used for which Seal of Approval is applied (list all that apply).

Describe the product or system and its intended use and purpose.

List the length of time the product or system has been on the market.

If company, product or system existed under a different name, please list and describe.

Other information you would like to be considered in the evaluation of this application.

## REFERENCE INFORMATION

Two separate references are required, meaning Reference #1 must be different from Reference #2. Providing additional references is optional.

	REFERENCE #1	REFERENCE #2	REFERENCE #3
<i>Organization Name</i>			
<i>Organization Contact Name</i>			
<i>Contact Work Phone</i>			
<i>Contact Email Address</i>			
<i>PESC Standards Used</i>			
<i>PESC Schema Used</i>			
<i>How Long in Production</i>			
<i>Vendor Application &amp; Version</i>			
<i>Comments</i>			

## PAYMENT INFORMATION

Organizations seeking the PESC Seal of Approval must complete and submit this application along with a non-refundable payment\* to 'PESC':

PESC  
 1250 Connecticut Avenue NW, Suite 200  
 Washington, D.C. 20036  
 +1.202.261.6516 p  
 +1.202.261.6517 f

\*The non-refundable payment is \$2,500 for PESC Members; \$5,000 for Non-Members. PESC's TAX ID is #52-2179499. For payment by credit card, please contact Jennifer Kim, PESC's Membership Services Director, at +1.202.261.6516 or Jennifer.Kim@PESC.org. The Seal of Approval is effective for three (3) years from the date notification is issued to the applicant of a successfully submitted and approved application. Renewal is based on this same application and process.

## SIGNATURE & CERTIFICATION

By signing below, I certify that this Application and Agreement is being made for a Seal of Approval from PESC and that information provided is true and accurate to the best of my knowledge. I have read and agree to PESC's Intellectual Property (IP) Policy & User Agreement and Terms and Condition of Membership, if applicable, and Use of PESC IP. My signature also signifies that I have read and agree to information in this Application and Agreement.



Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

## FOR PESC USE ONLY

Date Application Received \_\_\_\_\_ Date Application Approved \_\_\_\_\_ Date Notification Made \_\_\_\_\_ Term/Expiration \_\_\_\_\_

# AGREEMENT FOR SEAL OF APPROVAL

This Seal of Approval Application and Agreement is made and entered into by and between Postsecondary Electronic Standards Council ("PESC") and the Applicant.

Whereas, the Applicant wishes to submit a product or service for evaluation and awarding of a Seal of Approval and the product or service is uniquely defined in the Application. Now therefore, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

## 1. DEFINITIONS

For purposes of the Application and Agreement, the following terms shall have the following meanings and definitions:

<i>Appeals</i>	Refers to the request by an organization, denied the award of a Seal of Approval, to appeal or petition to the PESC Board of Directors for additional evaluation in order to be awarded the Seal of Approval.
<i>Applicant</i>	Refers to the organization or entity (institution, service provider, non-profit, etc.) that uses PESC Approved Standards and is applying, listed as applicant, on the Seal of Approval Application and Agreement, to be awarded the PESC Seal of Approval.
<i>Application Review and Evaluation</i>	Refers to the process, once a fully completed Application and fee are submitted, undertaken by the Seal of Approval Board to investigate, evaluate and ultimately approve (or deny) the Award of a Seal of Approval.
<i>Award Notification Date</i>	The date of notification from PESC to the Applicant of a successfully completed Application and award of a PESC Seal of Approval and the term start date.
<i>Guidelines</i>	Refers to all the rules, regulations and requirements included under this Seal of Approval Application and Agreement.
<i>Intellectual Property Policy</i>	PESC's Intellectual Property Policy or "IP"
<i>PESC</i>	Postsecondary Electronic Standards Council, or "PESC"
<i>PESC Approved Standards</i>	XML schema (or its equivalent), Implementation Guides and Instance Documents packaged together and presented as a "PESC Approved Standard" once development, review and approval are achieved under the PESC Standards Forum for Education; and are displayed as PESC Approved Standards on PESC's website.
<i>Renewal</i>	Refers to the extension of a validity period or term with another term by means of completing and submitting a new Application and Agreement for Seal of Approval and application fee ninety (90) days before expiration in order that the current term on the current Seal does not expire.
<i>Seal</i>	The "Seal" is the award granted as a result of a successfully completed application review and evaluation. The actual 'Seal' is a jpeg file and can be used or displayed in other formats but must resemble the same coloring and appearance as the official 'Seal'. The words 'PESC Seal of Approval' may also be used in addition to or in lieu of use of the jpeg 'Seal'. Use of the 'Seal' or designated language distinguishes organizations awarded a 'Seal', separate from partners or members of PESC that might use or display the PESC corporate logo.
<i>Seal of Approval Application and Agreement</i>	The Seal of Approval Application and Agreement constitutes this document in its entirety as outlined in the Table of Contents.
<i>Seal of Approval Board</i>	The Seal of Approval Board ("SAB") is the permanent authority, comprised of PESC Member representatives appointed by the PESC Board of Directors, which



	oversees, governs, evaluates and awards the PESC Seal of Approval.
<i>Seal of Approval Program</i>	The Seal of Approval Program (the “Program”) refers to all activities, events and actions as outlined, required or inferred under this Seal of Approval Application and Agreement.
<i>Standards Forum for Education</i>	The Standards Forum for Education (the “Forum”) is the permanent authority, comprised of PESC Member representatives appointed by the PESC Board of Directors, which oversees, governs and monitors the development, approval and maintenance of PESC Approved Standards.
<i>Term</i>	The term for an awarded Seal of Approval is three (3) years and serves as the period for which a Seal of Approval is valid, initiating on the date the notification of the award of a Seal of Approval is made from PESC to the applicant, and terminating or expiring in exactly three (3) years.
<i>Termination</i>	Refers to an Application stopped or ended with no further evaluation as the result of PESC’s or the applicant’s request or actions. A current Seal of Approval may be terminated by PESC as a result of violation of these guidelines, or at its sole discretion.
<i>Terms of Use</i>	PESC’s Terms of Use is the entire policy as it relates to use of PESC’s products and services, materials and newsletters, its website, PESC Approved Standards and how PESC handles privacy and confidentiality.
<i>Validity Period</i>	See “term”.

## 2. OBLIGATIONS FOR PESC

### ***Application Review and Evaluation***

PESC staff are responsible for receiving all Applications for Seal of Approval, all completed documentation, and the application fee. Once received, PESC staff will notify the Applicant that the Application is complete and that the Application Review and Evaluation process is to initiate. The Seal of Approval Board (“SAB”) is the permanent authority, comprised of PESC Member representatives appointed by the PESC Board of Directors, which oversees, governs, evaluates and awards the PESC Seal of Approval. The overall process includes:

- 1) **SUBMIT** The applicant completes and submits to PESC the official Seal of Approval Application (available on the PESC website) with a non-refundable fee.
- 2) **REVIEW** The SAB reviews each application for completeness and works with the submitter in the event information submitted is incomplete or insufficient.
- 3) **EVALUATE** The SAB evaluates the application and supporting materials, conducts research and interviews and determines whether a Seal of Approval is to be granted or not. The SAB reserves the right and at its discretion may engage external subject matter experts or other appropriate parties to review and comment on the material submitted.
- 4) **RECOMMEND** The SAB issues a recommendation to award the Seal of Approval and notifies the PESC Board of Directors.
- 5) **AWARD** The Seal of Approval is awarded with a three (3)-year effective term, the applicant is notified, the PESC website is updated, and a notice is issued in THE STANDARD.

In evaluating the Application, the SAB:

- 1) Conducts the application review using the Application Review and Evaluation Checklist, follows-up with questions (if any) and completes Reference checks in a timely fashion. In contacting references, the SAB looks to determine if:

- a. The Applicant is using the stated PESC Approved Standard in data exchange with the Reference.
  - b. The Applicant and Reference usage of the PESC Approved Standard fulfills its intended purpose for both parties.
  - c. The Reference's overall satisfaction with the Applicant's usage of the stated PESC Approved Standard.
- 2) Endeavors to provide its recommendation within sixty (60) days of a completed application.
  - 3) Notifies Applicants of any expected delays.
  - 4) Submits its recommendation to the PESC Board of Directors for final ratification.

Once the PESC Board of Directors is notified and allowed seven (7) business days to ratify the recommendation and the award, PESC awards the Applicant with the Seal of Approval with notification that includes the term and expiration date.

### ***PESC Marketing of Organizations Awarded a Seal of Approval***

Once the Seal is awarded by the Seal of Approval Board and award notification is issued to the Applicant, PESC hosts the Applicant's 'Seal of Approval' on the PESC website along with its effective dates (term and expiration). Posting on the PESC website allows Applicants the freedom and liberty to use the 'Seal' as they see fit, in creative and new ways. Those looking to confirm if an organization has been awarded a 'Seal' from PESC, are able to verify the award status on PESC's website.

PESC marketing to the general public about an organization's awarded Seal of Approval with PESC shall not be limited or restricted and shall be communicated on the PESC website, in newsletters and discussed online and in presentations.

The awarding of a Seal of Approval indicates that the product or service has satisfied the eligibility requirements for the Seal of Approval Program in using PESC Approved Standards. Awarding of the Seal of Approval does not indicate endorsement or exclusive approval by PESC, its officers, staff, Members, sponsors or associated organizations or one product or service over another.

### ***PESC Guidelines on Use of PESC Seal of Approval***

The actual 'Seal' is a jpeg file provided by PESC and can be used or displayed in other formats but must resemble the same coloring and appearance as this official 'Seal'. The words 'PESC Seal of Approval' may also be used in addition to or in lieu of use of the jpeg 'Seal'. Use of the 'Seal' or designated language distinguishes organizations awarded a 'Seal', separate from partners or members of PESC that might use or display the PESC corporate logo.

Once awarded, the 'Seal' can be used anywhere, on websites, in marketing, in presentations, and as a distinguishing selling point to your partners, customers and clients. As long as the 'Seal' itself or 'PESC Seal of Approval' is used, there is virtually no limit on how or where it can be used. For organizations with questions on how the 'Seal' may be used, please contact the Seal of Approval Board or the PESC office.

Specific guidelines related to use of the PESC Seal of Approval:

- 1) The 'Seal' may only be used in connection or association with the specific product or service approved and awarded the PESC Seal of Approval.
- 2) Any exceptions to the restricted use of the 'Seal' or 'PESC Seal of Approval' must be reviewed and approved by PESC in advance of such use or exception.
- 3) PESC reserves the right to review the packaging, advertising and distribution methods periodically to ensure that the awarded Seal of Approval is being used properly.

- 4) Use of the 'Seal' on an awarded product or service in no way indicates PESC's exclusive approval or endorsement of individual programs, products, services, sponsors or others mentioned or associated with the approved and awarded product or service.

### ***Ineligible Products or Services***

For ineligible products or services:

- PESC will not consider for the Seal of Approval companies, organizations or individuals whose products or services are inconsistent with PESC Approved Standards. Documentation of such reasons must be provided by the SAB.
- PESC will not consider incomplete applications or products or services that are not fully ready for review.

## **3. OBLIGATIONS FOR APPLICANT**

### ***Application Completion, Submission and Payment***

The Applicant must complete the Seal of Approval Application and Agreement thoroughly and completely defining the product or service for which it is applying for a PESC Seal of Approval. The Applicant also commits to answer all reasonable additional questions that may arise from the SAB or PESC during the review and evaluation process in a timely fashion.

On the Application the Applicant is required to expressly identify the product or services for which it is applying for a PESC Seal of Approval. If the Applicant does not own some or part of the components of a product or service, the Applicant hereby warrants that the Applicant has the owner's permission to include those components as part of the overall review and evaluation process; and the owner of those components is then subject to the use and restrictions of the PESC Seal of Approval as listed under #2 above **OBLIGATIONS FOR PESC, PESC Guidelines on Use of PESC Seal of Approval**.

A fully completed Application must be signed, which indicates acceptance of the Application and Agreement, PESC's IP, and Terms of Use, and must be submitted to PESC along with the Application fee in order for the review and evaluation process to initiate.

### ***Organization Guidelines on Use and Marketing of Awarded PESC Seal of Approval***

Once awarded, the 'Seal' can be used anywhere, on websites, in marketing, in presentations, and as a distinguishing selling point to your partners, customers and clients. As long as the 'Seal' itself or 'PESC Seal of Approval' is used, there is virtually no limit on how or where it can be used. For organizations with questions on how the 'Seal' may be used, please contact the Seal of Approval Board or the PESC office.

Specific guidelines related to use of the PESC Seal of Approval:

- 1) The 'Seal' may only be used in connection or association with the specific product or service approved and awarded the PESC Seal of Approval.
- 2) Any exceptions to the restricted use of the 'Seal' or 'PESC Seal of Approval' must be reviewed and approved by PESC in advance of such use or exception.
- 3) PESC reserves the right to review the packaging, advertising and distribution methods periodically to ensure that the awarded Seal of Approval is being used properly.
- 4) Use of the 'Seal' on an awarded product or service in no way indicates PESC's exclusive approval or endorsement of individual programs, products, services, sponsors or others mentioned or associated with the approved and awarded product or service.
- 5) Organizations may hyperlink from the 'Seal' posted on their website to the PESC website.

#### **4. CONFIDENTIALITY**

PESC shall, except where a provision of this Agreement provides otherwise, maintain in confidence all information the Applicant discloses on the Seal of Approval Application and Agreement. No license, expressed or implied, under any trademark or copyright is granted by the Applicant to PESC by virtue of such disclosure and PESC shall not use any such information except for the purposes of this Application and Agreement. PESC's obligations under this paragraph shall be limited to taking such steps as it ordinarily takes to preserve the most important of its own confidential information. The obligations of non-disclosure and non-use set out in this Application and Agreement shall not apply to any item of information which:

- Is in the public domain at any time (but without prejudice to any person's rights of action against another person who wrongfully causes or permits such information to be in the public domain),
- Was rightfully in the receiving person's possession without obligation of confidence prior to its disclosure pursuant to this Application and Agreement, or is subsequently independently developed by the receiving person's employees having no access to the information disclosed hereunder.
- Is subsequently rightfully obtained without obligation of confidence by the receiving person from a source other than the supplier as evidenced by written records,
- Is required to be disclosed by order of any court of competent jurisdiction,

PROVIDED that no right or interest under any license, patent, or otherwise shall be acquired by the recipient of an information by virtue of the application of this clause.

PESC may disclose the Applicant's confidential information to those PESC Members who reasonably require access to such information.

#### **5. LIABILITY AND INDEMNITY**

##### ***Liability***

PESC ON ITS OWN BEHALF AND ON BEHALF OF ITS OFFICERS, EMPLOYEES, AGENTS, AND MEMBERS HEREBY EXCLUDES ALL LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS APPLICATION AND AGREEMENT OR THE USE OR NON-USE BY ANY PERSON OF ANY INFORMATION PROVIDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. IN NO EVENT SHALL PESC BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, CONTRACTS, PRODUCTION OR USE).

##### ***Indemnity***

The applicant shall indemnify and hold harmless PESC together with its officers, employees, agents, subcontractors and servants, and Members and their servants when engaged in activities on behalf of PESC but only to the extent that they are acting in that capacity (together the "Indemnified") against any and all demands, claims, and liability for direct losses, damages, settlements and costs (including lawyers' fees) of any nature whatsoever asserted against or suffered by the Indemnified.

#### **6. GENERAL**

##### ***Entire Agreement***

This Application and Agreement including any documents referred to therein (as amended from time to time) together with all other forms relating to this Application and Agreement submitted and accepted by

both the Applicant and PESC (the “Parties”) constitutes the entire agreement and supersedes all prior oral or written agreements, understandings, or arrangements between the Parties relating to such subject matter. Neither Party shall be entitled to rely on any agreement, understanding, arrangement, or representation relating to the subject matter of this Agreement which is not expressly contained in the Agreement and no change may be made to the Agreement except in writing and signed by duly authorized representatives of both Parties.

### ***Waiver of Rights Under This Agreement***

No failure or delay on the part of either of the Parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

### ***Notices***

Any notice or other document to be given under this Agreement shall be in writing in the English language and, except in circumstances where this Agreement specifically provides for notices by electronic mail, shall be deemed to have been duly given if sent by hand or by recorded delivery or registered post, or by facsimile (subsequently confirmed by post) to a party at the specified address for that party, unless a change in address has been notified to the other in writing for this purpose. The specified address for PESC and the specified address for the Applicant are the addresses provided on the Application. Notices shall be deemed to have been received by the addressee within 72 hours of posting or within 24 hours if sent by hand or facsimile to the addressee’s correct address.

### ***Term and Termination***

This agreement comes into effect on the Award Notification Date, the date of notification from PESC to the Applicant of a successfully completed Application and award of a PESC Seal of Approval and will expire only if explicitly terminated:

- Any change in ownership of the product or service.
- Three (3) years from the Award Notification Date.
- Failure to renew a Seal of Approval resulting in expiration.
- Misuse of PESC’s name, logo or approval in the packaging, advertising or distribution of the product or service, including implied approval of a product or service that has not been awarded a PESC Seal of Approval.
- Any engagement in practices adverse to the interest of PESC or its Members or if the Applicant’s reputation or integrity is subsequently compromised.
- Any substantial change in the product or service from the original Application which jeopardizes or calls into question the validity of the existing approved and awarded Seal of Approval.

Upon withdrawal or expiration of the Seal of Approval, the Applicant agrees to cease immediately all use of the PESC Seal of Approval.

Upon withdrawal or termination, PESC will notify the Applicant in writing within fifteen (15) days of such decision.

Notwithstanding the termination of this Agreement for any reason, the obligations of non-disclosure in respect of any confidential information disclosed prior to such termination shall survive for a period of five (5) years following such termination.

### ***Renewal***

The Seal of Approval is awarded for three (3) years and expires at the end of this time. Organizations wishing to renew their 'Seal' may do so with submission of an Application and Application fee at least ninety (90) days prior to the expiration date. For organizations not renewing or for organizations not meeting the renewal deadline, the Seal of Approval award status will be removed from the PESC website thirty (30) days after the expiration date and organizations are prohibited from use of the 'Seal' thereafter.

### ***Appeals***

If an Application for a product or service is not approved for the PESC Seal of Approval, the Applicant will receive a brief explanation of the decision from the SAB. Applicants may appeal in writing to the PESC Board of Directors within thirty (30) days of notification of denial. The Board will consider all appeals, and retains the right to consult with members of the SAB and external subject matter experts, as needed.

### ***Governing Law***

This Agreement shall be governed by the laws of the District of Columbia and the Parties hereby submit to the non-exclusive jurisdiction of the appropriate courts.

### **7. DISCLAIMER - WARRANTY**

PESC reserves the right to change the Seal of Approval Program at any time.



# APPLICATION REVIEW AND EVALUATION CHECKLIST

**The Application Review and Evaluation Checklist is used by the Seal of Approval Board and PESC to review, evaluate and determine the eligibility of the Application and award the Seal of Approval.**

*Please be advised that during this process, the Seal of Approval Board contacts the References listed on the Application.*

<i>Organization Applying for Seal of Approval:</i>	Applicant/Organization Name:
--	------------------------------

<i>Reference from Application:</i>	Reference/Organization Name:	Contact Name:
------------------------------------	------------------------------	---------------

<i>PESC Approved Standard(s) for Seal:</i>	
--	--

YES      NO

    

Are you currently using the PESC Approved Standard \_\_\_\_\_ to exchange data with the Applicant?

    

Can you identify the version # of the PESC Approved Standard being used between you and the Applicant?

    

Can you verify that the Applicant is using the PESC Approved Standard to exchange data?

    

How long has your organization been working with the Applicant using PESC Approved Standards?

    

Are there any issues in the way the Applicant uses PESC Approved Standards now or in the future? If yes, is the Applicant addressing these issues?

    

Do you believe your organization and the Applicant fulfill the intended purpose in using PESC Approved Standards?

    

Overall, are you satisfied with the consistency and general usability of the Applicant using PESC Approved Standards?

    

Would you recommend that PESC award the Applicant for these PESC Approved Standards with a Seal of Approval?

COMMENTS

<i>Seal of Approval Representative:</i>	Name:	Date Reference Completed:
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<i>Recommend Applicant for Seal of Approval:</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO      _____
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<i>Seal of Approval Representative:</i>	Signature:	Date:
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# Q & A

## What is a Seal of Approval?

Typically, a Seal of Approval is a status or a recognition given to a product, service, or concept that meets certain criteria created by an organization or person.

## What is the PESC Seal of Approval?

The PESC Seal of Approval Program is a voluntary service offered by PESC for users, or implementers, of PESC Approved Standards to indicate a uniform level of implementation. Implementers must formally apply to PESC for the Seal of Approval using the official application and must submit a small, non-refundable fee to PESC.

The service is designed to communicate to the community at large that a certain implementation of PESC Approved Standards has been uniformly implemented according to the original intent and spirit of the PESC Approved Standard. A Seal of Approval can be used by implementers to market products and services to demonstrate alignment and interoperability.

The Seal of Approval Program is a formal process governed by specific policies and procedures and by a Seal of Approval Board (SAB), comprised of PESC member representatives appointed by the PESC Board of Directors. The Seal of Approval Program is a voluntary program of PESC and eligibility to apply is open and available to any organization or implementer in education.

## What are the benefits?

For users, a product or service with a PESC Seal of Approval indicates that the product or service is in alignment and uniform with the original intent of the PESC Approved Standard. For providers of products and services, a PESC Seal of Approval indicates value in that the product or service was reviewed, analyzed and confirmed to be in alignment and uniform with the original intent of the PESC Approved Standard.

For PESC, ensuring that products and services are in alignment and uniform with the original intent of PESC Approved Standards fulfills its mission and improves the level of awareness and need for interoperability across education's landscape.

A Seal of Approval can be part of organizational RFPs, can be marketed by the organization receiving the Seal of Approval in materials and on websites, and the organization receiving the Seal of Approval must link directly to the PESC website whereby the validity of a Seal of Approval can be confirmed.

## What are the advantages of having the PESC Seal of Approval?

Organizations granted the PESC Seal of Approval have the coveted rights to use the PESC Seal of Approval logo on their websites and marketing materials. This logo signifies that an organization has implemented PESC Approved Standards, is in production with PESC Approved Standards, and has applied and has been approved for a Seal of Approval by the SAB.

## What are the steps involved in the Seal of Approval process?

- 1) **SUBMIT** The applicant completes and submits to PESC the official Seal of Approval Application (available on the PESC website) with a non-refundable fee.
- 2) **REVIEW** The SAB reviews each application for completeness and works with the submitter in the event information submitted is incomplete or insufficient.
- 3) **EVALUATE** The SAB evaluates the application and supporting materials, conducts research and interviews and determines whether a Seal of Approval is to be granted or not. The SAB reserves the right and at its discretion may engage external subject matter experts or other appropriate parties to review and comment on the material submitted.
- 4) **RECOMMEND** The SAB issues a recommendation to award the Seal of Approval and notifies the PESC Board of Directors.
- 5) **AWARD** The Seal of Approval is awarded with a three (3)-year effective term, the applicant is notified, the PESC website is updated, and a notice is issued in THE STANDARD.

## What determines if a product/service qualifies for the PESC Seal of Approval?

A product/service must use PESC Approved Standards in exchanging data outside its organization. References and/or contacts of outside organizations are required on the Seal of Approval Application and must be available to the SAB as they

are central to the review and evaluation process. Awarding of the Seal of Approval does not indicate endorsement or exclusive approval by PESC or PESC's members of one product or service over another.

The SAB and Board of Directors will use the following guidelines in evaluating all applications in a consistent and documented manner:

- 1) All applications must be completed and signed.
- 2) All applications must be accompanied by the application fee.
- 3) Applicants must respond within provided timelines if notified of an incomplete application or in instances whereby additional information is requested by the SAB. If information is not provided as indicated, the application becomes inactive. After ninety (90) days of inactivity (from the date additional information was requested), the application is rejected and the applicant must apply from the start again.
- 4) References provided by the application must endorse or confirm that the implementation of PESC Approved Standards is in alignment and uniform with the original intent of the PESC Approved Standard.
- 5) Contains correct, reliable, truthful, and current information.
- 6) Each SAB member is required to complete the Application Form Checklist for every application.

For ineligible products or services:

- PESC will not consider for the Seal of Approval companies, organizations or individuals whose products or services are inconsistent with PESC Approved Standards. Documentation of such reasons must be provided by the SAB.
- PESC will not consider incomplete applications or products or services that are not fully ready for review.

## **How is the product/service evaluated for the PESC Seal of Approval?**

The SAB will:

- 5) Conduct the application review, follow-up with questions (if any) and complete reference checks in a timely fashion.
- 6) Endeavor to provide its recommendation within sixty (60) days of a completed application.
- 7) Notify applicants of any expected delays.
- 8) Submit its recommendation to the PESC Board of Directors for final ratification.
- 9) The PESC Board of Directors is allowed seven (7) business days to ratify the recommendation.
- 10) The applicant will be notified of approval.

## **How long does the Seal of Approval process take?**

The PESC Seal of Approval evaluation process takes approximately sixty (60) days once a completed application is received. In certain instances and depending on certain circumstances, the review process may be extended. Applicants will be notified if any delays are anticipated.

If a product or service is not approved for the PESC Seal of Approval, the applicant will receive a brief explanation of the decision from the SAB. Applicants may appeal in writing to the PESC Board of Directors within thirty (30) days. The Board will consider all appeals, and retains the right to consult with members of the SAB and external subject matter experts, as needed.

## **What is the cost?**

The Seal of Approval Application fee (non-refundable) is \$2,500.00 for PESC Members and \$5,000.00 for Non-Members.

## **Which organizations have been awarded the PESC Seal of Approval?**

Organizations that have been awarded the PESC Seal of Approval will be listed on the PESC website, along with the corresponding products and/or services, and the applicable term.

## **How often does an organization need to go through this process?**

The Seal of Approval must be renewed every three (3) years from the date the Seal of Approval was originally granted.

**Who are the SAB members and how do I get more info?** For a complete list of SAB members and for more information, please visit the PESC website at [www.PESC.org](http://www.PESC.org) or call +1.202.261.6516.



## BENEFITS OF PESC

MAXIMIZING THE VALUE AND INTEGRITY OF YOUR TECHNOLOGY

**PESC APPROVED STANDARDS**  
FOR ADMISSIONS, REGISTRAR & FINANCIAL AID



### ONLINE RESOURCES

PESC Approved Standards

Implementation Guides

XML Schemas

Comprehensive Website

The STANDARD

Educational White Papers

### INDUSTRY INITIATIVES

Common Credential

EdExchange

International School Code

CommIT

CEDS

Seal of Approval

### MEMBER ACTIVITIES

Collaborative Workgroups

Data Summits

User Groups

Task Forces

Governance

Partnerships

### GOALS OF THE MISSION

Set & Maintain Data Standards

Link Public & Private Sectors

Accelerate Service & Performance

Lead Collaborative Development

Promote Best Practices

Serve as Data Experts

## SIMPLIFYING ACCESS



## IMPROVING DATA QUALITY



## REDUCING COST

The proprietary and disjointed approach education has historically and traditionally taken toward entry and retrieval of student data is costly, unwieldy and ineffective.

Now more than ever and combined with unprecedented public and private funding and political will, technologies that provide significant improvement in process, customer service, research, data integrity, cost containment and accountability are available.

PESC recommends its Approved Standards, provided free of charge, as a solution. With standard methods of organizing, transporting and communicating data, disparate systems, software and applications can be still be synchronized harmoniously.

PESC APPROVED STANDARDS, created and maintained with an open, transparent and rigorous development and approval process, include data element names, definitions, code sets, implementation guides and technical instructions. As a "best practices" model, they can be adopted by individual data systems and for exchange between data sharing or trading partners.

Student data will always originate from various sources, access points and disparate systems. With PESC APPROVED STANDARDS, architects and IT directors can make sound decisions and rely on a proven return on investment. State administrators, admissions officers, registrars and business/financial aid officers can use and depend on the quality of student data.

Data and software providers can meet the needs of users faster without worrying about multiple methods and costly proprietary formats. Researchers can be more confident in the consistency of results and improve data-driven decision-making and accuracy.

By eliminating barriers, simplifying access, improving data quality, reducing cost, & bridging data gaps along the P20W education lifecycle, a new level of efficiency emerges. With its founding in 1997 by 30 leading institutions, associations, service providers and the US Department of Education, PESC is powered by a strong volunteer membership that is dedicated to achieving its mission and together we are transforming the education landscape.

For current meetings, events, new development efforts & how to join, visit [www.PESC.org](http://www.PESC.org) or call +1.202.261.6516.

