

Basic Trading Partner Agreement

1.0 INTRODUCTION

This agreement between the U.S. Department of Agriculture (USDA), Rural Housing Service, and _____, hereafter known as Trading Partner, prescribes the general procedures and policies to be followed when Electronic Data Interchange (EDI)/Electronic Status Reporting (ESR) is used for transmitting and receiving electronic documents in lieu of one or more paper documents normally associated with conducting business with Rural Housing Service.

1.1 DEFINITIONS

Rural Housing Service Business Day--a Rural Housing Service business day is a day in which Rural Housing Service is officially open for normal business at its St. Louis, Missouri, office.

Rural Housing Service EDI Implementation Guide--a Rural Housing Service-provided manual that describes the electronic submission of business documents to Rural Housing Service, as an aid to the Trading Partner in achieving the information interchange specified in this agreement.

Rural Housing Service Processor--the Rural Housing Service-owned computer that receives electronic business documents from the Rural Housing Service EDI Web Server for subsequent processing by the appropriate Rural Housing Service computer application program.

Service Bureau--an agent of the Trading Partner authorized by the Trading Partner to submit business documents electronically to Rural Housing Service. The Trading Partner must specify this relationship in a properly executed addendum to this agreement.

Trading Partner--the Rural Housing Service approved lender (identifiable by the 9-digit lender tax ID number and Rural Housing Service-issued 3-digit branch number) who consents to the electronic exchange of pertinent business documents in accordance with all specifications of the agreement.

Transaction Set--a transaction set (TS) is the data that is exchanged electronically in order to convey meaning between parties engaged in EDI, consisting of a specific group of segments that represent a business document. The business information included in a TS is equivalent to the information in a conventionally printed document.

USDA LINC--the U.S. Department of Agriculture Lender Interactive Network Connection web site.

RHS LINC--the Rural Housing section of the USDA LINC web site.

GRH LINC-- the Guaranteed Rural Housing section of the RHS LINC web site. This section provides electronic reporting access and information for lenders.

2.0 PURPOSE

This agreement ensures that EDI/ESR transmissions between USDA Rural Housing Service and the Trading Partner will be treated equivalent to paper-based transmission of data. It ensures that the use of any electronic equivalent of the standard Rural Housing Service business document referenced in the addenda to this agreement will be deemed an acceptable business practice and that the Trading Partner will not challenge the admissibility of the electronic information into evidence in any administrative or judicial review, except in circumstances in which an analogous paper document could be challenged.

3.0 TERMS AND CONDITIONS

3.1 Electronic communications between Rural Housing Service and its electronic Trading Partner will occur via direct submission to the GRH LINC.

3.2 The standards for business documents shall be in accordance with the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 specifications and represent the most current version of those standards in use at Rural Housing Service, as specified in this Trading Partner Agreement and its addenda. Any changes to the ASC X12 standard Rural Housing Service intends to employ with its Trading Partner will be subject to the provisions stated in paragraphs 6.0 and 9.0.

3.3 Trading Partner must deliver transactions destined for Rural Housing Service to the GRH LINC address designated in the addenda.

3.4 All electronic documents transmitted to Rural Housing Service will be considered "postmarked" at the time of delivery to the Electronic Reporting Web Server. Electronic documents will be considered delivered at the time of receipt by Rural Housing Service's processor.

3.5 All X12 transactions received by either party in an electronic exchange will be acknowledged by returning the sender an X12 Functional Acknowledgment, TS 997. A copy of TS 997 and related documentation are presented in Rural Housing Service's EDI Implementation Guide. In response to an incoming business document, Rural Housing Service will send a functional acknowledgment no later than the close of business of the next Rural Housing Service business day following its delivery to the Rural Housing Service Electronic Web Server ("postmark").

3.6 Rural Housing Service will bear the cost of making business documents and acknowledgments available for retrieval by the Trading Partner at GRH LINC and receiving the documents and acknowledgments transmitted to GRH LINC. The Trading Partner is responsible for all costs associated with retrieving documents and acknowledgments from and transmitting transactions to GRH LINC.

3.7 Trading Partner will be able to submit or exchange electronic business documents any time during the normal operating hours of Rural Housing Service's Electronic Web Server.

3.8 If any errors occur in a transmission received by a Trading Partner, Rural Housing Service will be responsible only for those errors occurring on the Rural Housing Service system. If a Trading Partner receives a garbled transmission, Rural Housing Service must be contacted immediately to arrange a retransmission. Procedures for technical assistance and error reporting can be found in the Rural Housing Service EDI Implementation Guide.

3.9 Rural Housing Service will not be responsible for any damages incurred by the Trading Partner as a result of missing or delayed transmissions, when the problem is not with or caused by Rural Housing Service.

3.10 Each EDI business process to be implemented with the Trading Partner will undergo a period of testing, of up to approximately 1 month, and a period of evaluation of up to approximately 2 months. This test and evaluation process will ensure the exchange of correct information with the Trading Partner.

3.11 Upon successful completion of this test and evaluation period, Rural Housing Service will approve and forward the addendum for the business process to the Trading Partner. The addendum will establish dates for beginning official EDI transmissions and for removing the general requirement to mail hard copy documents to Rural Housing Service.

3.12 Any document from Rural Housing Service's system placed on GRH LINC for retrieval by the Trading Partner is to be considered a valid and authentic document backed by the same guarantees and legitimacy as are found in an equivalent paper transaction. Likewise, any document from a Trading Partner transmitted to GRH LINC will be considered a valid and authentic document backed by the same guarantees of legitimacy as are found in an equivalent paper transaction.

3.13 The Trading Partner's signer of this agreement and its addenda should have the equivalent or higher authority as the signer of the paper form specified in the applicable addenda and be fully cognizant that signing this agreement replaces the requirement to sign individual forms specified in the applicable addenda.

4.0 FORCE MAJEURE

None of the parties in this agreement will be liable for failure to properly conduct EDI/ESR in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If, in Rural Housing Service's judgment, standard business cannot be conducted by EDI/ESR, Rural Housing Service will, at its discretion, return to paper- or tape-based systems, as appropriate, for processing the business documents described in this agreement and its addenda.

5.0 EFFECTIVE DATE

The effective date of this agreement will be the latest date shown on the signature page of this document.

6.0 AGREEMENT REVIEW AND UPDATE

6.1 This agreement will be reviewed at least annually by Rural Housing Service to make mutually agreeable changes, additions, or deletions, as necessary.

6.2 Trading Partner will notify Rural Housing Service's EDI/ESR contact, identified below, in writing within 15 calendar days after any change of company name.

6.3 The Trading Partner will notify Rural Housing Service's EDI/ESR contact in writing at least 30 calendar days in advance of any change in service bureau.

6.4 Rural Housing Service will note changes, such as those described in paragraphs 6.2 and 6.3, and will incorporate them into the Trading Partner Agreement at the annual review.

6.5 Trading Partner will alert Rural Housing Service's EDI/ESR contact within 10 calendar days if there is a change in the corporate charter that will necessitate a change in lender ID number. Upon receipt of this notification, Rural Housing Service will prepare a new Trading Partner Agreement and addenda and forward them for the Trading Partner's signature.

6.6 Rural Housing Service will notify Trading Partner in writing at least 60 days in advance of any change in the technical provisions of the addenda; that is, the Guaranteed Rural Housing LINC, ID qualifier, EDI address, interchange envelope, control ID, document format, or document version. Such notification will supersede the technical provisions of the addenda in force until such time as the addenda are updated, as specified in paragraph 6.1

6.7 All notifications required under this agreement will be submitted in writing to the EDI/ESR contact indicated below in the approval section of this agreement.

7.0 TERMINATION

This agreement may be terminated by either Rural Housing Service or the Trading Partner, effective 30 days after receipt of written notice by either party. Termination notice will have no effect on transactions occurring prior to the effective date of termination.

8.0 USE OF A SERVICE BUREAU

If the Trading Partner uses a service bureau for delivery and receipt of business documents electronically, the Trading Partner's obligations under this agreement and applicable Rural Housing Service reference procedures remain fully in force. The identification of any service bureau relationship must be clearly documented in each addendum.

9.0 WHOLE AGREEMENT

9.1 This agreement and all addenda constitute the entire agreement between the parties. No changes in the terms and conditions of this agreement shall be effective unless approved and signed by both parties. In the event a court of competent jurisdiction negates any of the provisions of this agreement, the remainder of the agreement will remain in full force and effect.

9.2 Rural Housing Service will prepare a new addendum for each new EDI/ESR-based business process it develops. Upon completion of testing in accordance with paragraph 3.10, the new addendum will be signed and dated by both parties and appended to this agreement.

9.3 In any case, where there is a conflict between this agreement and applicable Rural Housing Service laws or regulations, the laws or regulations will control.

APPROVAL

Rural Housing Service Issued Mortgagee or
Lender ID Number and Branch Number:

Representing: Trading Partner

Representing: Rural Housing Service

Typed Name and Title

Chief, Housing Services Branch

Date: _____

Date: _____

**Electronic Status Reporting (ESR)
Branch Security Administrator Information**

ESR eAuthentication Information needed for
entering/sending 203 – Quarterly and
264 – Default Status Reports.

Rural Housing Service EDI/ESR Contact:

Housing Services Branch
Rural Development
ATTN: FC-1322
P.O. Box 200011
St. Louis, MO. 63120-0011

eAuth ID# _____

Telephone: 877-636-3789
Email Address: RD.DCFO.GLB@stl.usda.gov

Name _____

Email _____

Phone # _____

Fax # _____

NOTE: Level 1 eAuth IDs and passwords are created online and activated via email at <http://www.eauth.egov.usda.gov/>. Your ESR activation cannot occur without a valid activated eAuth ID for Branch Security Administrator(s).

If you need additional ESR Branch Security Administrators activated please provide the information below:

eAuth ID# _____

eAuth ID# _____

Name _____

Name _____

Email _____

Email _____

Phone # _____

Phone # _____

Fax # _____

Fax # _____

Addendum A to the Basic Trading Partner Agreement

QUARTERLY LOAN STATUS REPORT ASC X12 TRANSACTION SET 203

1.0 PURPOSE

This addendum to the Trading Partner Agreement provides additional detail on the use of electronic data interchange (EDI) by Rural Housing Service (RHS) to approved mortgage lenders and servicers in lieu of providing paper Form RD 1980-80, Guaranteed Rural Housing Loan Status Report.

2.0 IMPLEMENTATION

Trading Partner will electronically transmit a quarterly status report to RHS using the American National Standards Institute (ANSI) X12 Transaction Set (TS) 203, in accordance with specifications provided in RHS's Implementation Guide, in lieu of a paper Form 1980-80, beginning on _____, between the hours of 6 a.m. and 6 p.m. CST or CDT as applicable.

3.0 TERMS AND CONDITIONS

Trading Partner will comply with all RHS filing requirements specified in the current version of the FmHA Form 1980-16, Agreement for Participation in Single Family Housing Guaranteed or Insured Loan Programs of the United States Government, and the RHS regulations.

4.0 TECHNICAL PROVISIONS

RHS will use the Guaranteed Rural Housing Lender Interactive Network Connection (GRH LINC) for receiving TS 203 and for transmitting the TS 997 and related business documents.

RHS will not use any third-party service provider for receiving or transmitting electronic files.

Trading Partner will transmit its TS 203 submission to GRH LINC by the sixth business day following the end of the quarter. RHS will transmit a TS 997 within one business day following delivery of a TS 203.

Trading Partner will be responsible for verifying that RHS has received all the status reports transmitted by comparing the TS 997 confirmations received from RHS with the status reports transmitted through TS 203.

Representing: (Trading Partner)

Representing: Rural Housing Service

Typed Name and Title

Chief, Housing Services Branch

Date: _____

Date: _____

Addendum B to the Basic Trading Partner Agreement

**QUARTERLY LOAN STATUS REPORT
WEB SUBMISSION**

1.0 PURPOSE

This addendum to the Trading Partner Agreement provides additional detail on the use of electronic status reporting (ESR) by Rural Housing Service (RHS) to approved mortgage lenders and servicers in lieu of providing paper Form RD 1980-80, Guaranteed Rural Housing Loan Status Report.

2.0 IMPLEMENTATION

Trading Partner will electronically transmit a quarterly status report to RHS using the Guaranteed Rural Housing Lender Interactive Network Connection (GRH LINC) input screen in accordance with specifications provided in RHS's Lender User Guide, in lieu of a paper Form 1980-80, beginning on _____ between the hours of 6 a.m. and 6 p.m. CST or CDT as applicable.

3.0 TERMS AND CONDITIONS

Trading Partner will comply with all RHS filing requirements specified in the current version of the FmHA Form 1980-16, Agreement for Participation in Single Family Housing Guaranteed or Insured Loan Programs of the United States Government, and the RHS regulations.

4.0 TECHNICAL PROVISIONS

RHS will use the GRH LINC for receiving the quarterly status report and related business documents.

RHS will not use any third-party service provider for receiving or transmitting electronic files.

Trading Partner will transmit its quarterly status submission to GRH LINC by the sixth business day following the end of the quarter. Trading Partner will have the option to print the submission listing or the confirmation screen as its receipt.

Trading Partner will be responsible for verifying that RHS has received all the status reports transmitted by printing a copy of each confirmation screen after submission, comparing it to the transmission, and placing it in their records.

Representing: (Trading Partner)

Representing: Rural Housing Service

Typed Name and Title

Chief, Housing Services Branch

Date: _____

Date: _____

Addendum C to the Basic Trading Partner Agreement

MORTGAGE LOAN DEFAULT STATUS ASC X12 TRANSACTION SET 264

1.0 PURPOSE

This addendum to the Trading Partner Agreement provides additional detail on the use of electronic data interchange (EDI) by Rural Housing Service (RHS) to approved mortgage lenders and servicers in lieu of providing paper Form RD 1980-81, Guaranteed Rural Housing Borrower Default Status.

2.0 IMPLEMENTATION

Trading Partner will electronically transmit a monthly default status report to RHS using the American National Standards Institute (ANSI) X12 Transaction Set (TS) 264, in accordance with specifications provided in RHS's Implementation Guide, in lieu of a paper Form 1980-81, beginning on _____, between the hours of 6 a.m. and 6 p.m. CST or CDT as applicable.

3.0 TERMS AND CONDITIONS

Trading Partner will comply with all RHS filing requirements specified in the current version of the FmHA Form 1980-16, Agreement for Participation in Single Family Housing Guaranteed or Insured Loan Programs of the United States Government, and the RHS regulations.

4.0 TECHNICAL PROVISIONS

RHS will use the Guaranteed Rural Housing Lender Interactive Network Connection (GRH LINC) for receiving TS 264 and for transmitting the TS 997 and related business documents.

RHS will not use any third-party service provider for receiving or transmitting electronic files.

Trading Partner will transmit its TS 264 submission to the GRH LINC by the sixth business day following the end of the month. RHS will transmit a TS 997 within one business day following delivery of a TS 264.

Trading Partner will be responsible for verifying that RHS has received all the default records transmitted by comparing the TS 997 confirmation received from RHS with the default records transmitted through TS 264.

Representing: (Trading Partner)

Representing: Rural Housing Service

Typed Name and Title

Chief, Housing Services Branch

Date: _____

Date: _____

Addendum D to the Basic Trading Partner Agreement

**MORTGAGE LOAN DEFAULT STATUS
WEB SUBMISSION**

1.0 PURPOSE

This addendum to the Trading Partner Agreement provides additional detail on the use of electronic status reporting (ESR) by Rural Housing Service (RHS) to approved mortgage lenders and servicers in lieu of providing paper Form RD 1980-81, Guaranteed Rural Housing Borrower Default Status.

2.0 IMPLEMENTATION

Trading Partner will electronically transmit a monthly default status report to RHS using the Guaranteed Rural Housing Lender Interactive Network Connection (GRH LINC) input screen in accordance with specifications provided in RHS's Lender User Guide, in lieu of a paper Form 1980-81, beginning on _____ between the hours of 6 a.m. and 6 p.m. CST or CDT as applicable.

3.0 TERMS AND CONDITIONS

Trading Partner will comply with all RHS filing requirements specified in the current version of the FmHA Form 1980-16, Agreement for Participation in Single Family Housing Guaranteed or Insured Loan Programs of the United States Government, and the RHS regulations.

4.0 TECHNICAL PROVISIONS

RHS will use the GRH LINC for receiving default status report and related business documents.

RHS will not use any third-party service provider for receiving or transmitting electronic files.

Trading Partner will transmit its default status submission to the GRH LINC by the sixth business day following the end of the month. Trading Partner will have the option to print the submission listing or confirmation screen as its receipt.

Trading Partner will be responsible for verifying that RHS has received all the status reports transmitted by printing a copy of each confirmation screen after submission, comparing it to the transmission, and placing it in their records.

Representing: (Trading Partner)

Representing: Rural Housing Service

Typed Name and Title

Chief, Housing Services Branch

Date: _____

Date: _____