

# Master Student Financial Assistance Agreement for Canada and Newfoundland and Labrador

## Notice of collection of personal information

Information about you under the control of Canada or the Province will be administered in accordance with the *Privacy Act (Canada)*, or the *Access to Information and Protection of Privacy Act (ATIPPA)*, as applicable.

The personal information is collected and used for the administration and enforcement of the Canada Student Financial Assistance Program (CSFA Program) under the authority of the *Canada Student Financial Assistance Act (CSFAA)* and the *Canada Student Loans Act (CSLA)*, and in accordance with the *Privacy Act* and Part 4 of the *Department of Employment and Social Development Act (DESDA)*.

The Social Insurance Number (SIN) is collected by the Minister of Employment and Social Development under the express authority of the CSFAA and in accordance with the Treasury Board Secretariat [Directive on Social Insurance Number](#). The SIN will be used for the administration and enforcement of the CSFA Program under the CSFAA. The SIN will be used as a file identifier and, along with the other information you provide, will also be used to validate your application, and to administer and enforce the CSFA Program. You must provide your SIN and the other personal information requested on this Master Student Financial Assistance Agreement (MSFAA) form to be considered for the CSFA Program.

Participation in the CSFA Program is voluntary. Refusal to provide personal information will result in not receiving Financial Assistance from the CSFA Program.

Your personal information may be shared with the federal government, provincial/territorial governments, the National Student Loans Service Centre, the Canada Apprentice Loan Service Centre, the Canada Revenue Agency, consumer credit grantors, credit bureaus, credit reporting agencies, educational institutions, lenders, employers, any person or business with whom you have or may have had financial dealings, and your financial institution(s) to directly or indirectly collect, retain, use, and exchange among themselves any personal information for the purpose of carrying out their duties under the federal act(s) and regulation(s) and/or the applicable provincial act(s) and regulation(s) relating to student and/or apprentice financial assistance, as well as for administration, enforcement, debt collection, audit, and verification activities of the CSFA Program.

Your personal information may also be used and/or disclosed for the purposes of policy analysis, research, and/or evaluation purposes. Your personal information may also be disclosed to Statistics Canada for statistical and research purposes. However, these additional uses and/or disclosures of your personal information will never result in an administrative decision being made about you.



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Your personal information is administered in accordance with the CSFAA, CSLA, DESDA, *Privacy Act*, and other applicable laws. You have the right to the protection of, access to, and correction of your personal information, which is described in Personal Information Bank – Student Financial Assistance (ESDC PPU 030). Instructions for obtaining this information are outlined in the government publication entitled, [Information about Programs and Information Holdings](#). Information about Programs and Information Holdings may also be accessed online at any Service Canada Centre.

You have the right to file a complaint with the Privacy Commissioner of Canada regarding the institution's handling of your personal information: [File a formal privacy complaint](#).

The personal information on the Master Student Financial Assistance Agreement for Newfoundland and Labrador (MSFAA-NL) or subsequently collected from you, by or on behalf of the Province, relevant to the MSFAA-NL, is collected under the authority of the Provincial Act and *ATIPPA* for the purposes described in section D.11(d) of this MSFAA. Questions about the collection and use of the personal information on the MSFAA-NL, or subsequently collected from you, can be directed to the Director, Student Financial Services Division, Department of Education, Government of Newfoundland and Labrador, P.O. Box 8700, St. John's, NL A1B 4J6 or (709) 729-5849.

## Terms and Conditions

### Part A: Terms and conditions of your MSFAA-Canada and MSFAA-NL

#### 1. Agreement

This integrated Master Student Financial Assistance Agreement (“MSFAA”) is comprised of two separate loan contracts between you (“you” or “your”), and: (1) His Majesty the King in Right of Canada, as represented by the Minister of Employment and Social Development (“Canada”), made pursuant to the CSFAA and called the Master Student Financial Assistance Agreement for Canada (“MSFAA-Canada”); and (2) His Majesty the King in Right of Newfoundland and Labrador, as represented by the Minister of Education (the Province), made pursuant to the Provincial Act and called the Master Student Financial Assistance Agreement for Newfoundland and Labrador (“MSFAA-NL”).

This MSFAA is a legal document that outlines your rights and responsibilities related to your MSFAA-Canada and MSFAA-NL. This MSFAA does not specify the actual amount(s) that will be disbursed to you or the amount(s) you will be required to repay. The amount(s) that will be disbursed to you under this MSFAA will be determined based on a needs assessment(s) of your application(s) for Financial Assistance in accordance with federal and provincial legislation and policies. You will be responsible under this MSFAA for paying your Outstanding Loan Balance (as defined in part C).

You understand that if you do not agree to the MSFAA, you will not receive Financial Assistance.

## Master Student Financial Assistance Agreement for Canada and Newfoundland and Labrador

In consideration of Canada and the Province providing Financial Assistance under the MSFAA-Canada and the MSFAA-NL, and, by clicking on the “I accept” button at the end of this MSFAA below, you agree to the Terms and Conditions of each of the MSFAA-Canada and MSFAA-NL.

The MSFAA is comprised of:

- Part A: Terms and Conditions of your MSFAA-Canada and MSFAA-NL;
- Part B: Electronic funds transfer;
- Part C: Definitions; and
- Part D: Additional Terms and Conditions of your MSFAA-Canada and MSFAA-NL.

The terms in this MSFAA will form part of each of your MSFAA-Canada and your MSFAA-NL, to the extent applicable.

### 2. Agreement to repay

You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of each the MSFAA-Canada and the MSFAA-NL.

### 3. Authorization

Where required by law, you authorize each of Canada or the Province to collect, use and disclose information related to any of your Canada Student Loan(s) or NL Student Loan(s) or Canada or NL Student Grant(s), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, CSLA, or the Provincial Act, as applicable, or (ii) in accordance with sections D.11(c), D.11(d), D.11(e) of this MSFAA.

### 4. Amended Terms and Conditions

**MSFAA-Canada:** At any time, and in its sole discretion, Canada may amend the Terms and Conditions of the MSFAA-Canada. Canada will post the amended MSFAA-Canada on the National Student Loans Service Centre (NSLSC) website. Any and all such amendments are effective immediately upon posting. **You agree to review the NSLSC website and the Terms and Conditions of the MSFAA-Canada at least every 90 days in order to be aware of any such amendments that may affect your rights and obligations under the MSFAA-Canada.** If you decide that you do not want to accept the amended Terms and Conditions of the MSFAA-Canada, you must advise Canada of your refusal by contacting the NSLSC in writing at National Student Loans Service Centre, P.O. Box 4030, Mississauga ON, L5A 4M4 within 90 days of the date of posting of the amendments, at which time you may be denied further Financial Assistance or payment-deferred status, or be required to immediately pay all or part of your Outstanding Loan Balance. If you have not so advised Canada and (i) you apply for, or receive, new Financial Assistance or (ii) retain an Outstanding Loan Balance, after the 90 day period following the date of posting of the amended Terms and Conditions of the MSFAA-Canada, it will mean that you accept the amended Terms and Conditions of the MSFAA-Canada.

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**MSFAA-NL:** At any time, and in its sole discretion, the Province may amend the Terms and Conditions of the MSFAA-NL. The Province will post the amended MSFAA-NL on the National Student Loans Service Centre (NSLSC) website. Any and all such amendments are effective immediately upon posting. **You agree to review the NSLSC website and the Terms and Conditions of the MSFAA-NL at least every 90 days in order to be aware of any such amendments that may affect your rights and obligations under the MSFAA-NL.** If you decide that you do not want to accept the amended Terms and Conditions of the MSFAA-NL, you must advise the Province of your refusal by contacting the NSLSC in writing at National Student Loans Service Centre, P.O. Box 4030, Mississauga ON, L5A 4M4 within 90 days of the date of posting of the amendments, at which time you may be denied further Financial Assistance or interest-free status, or be required to immediately pay all or part of your Outstanding Loan Balance. If you have not so advised the Province and (i) you apply for, or receive, new Financial Assistance or (ii) retain an Outstanding Loan Balance, after the 90 day period following the date of posting of the amended Terms and Conditions of the MSFAA-NL, it will mean that you accept the amended Terms and Conditions of the MSFAA-NL.

### Part B: Electronic funds transfer

The approved amount of any Financial Assistance (as defined in part C) disbursed under the MSFAA-Canada and the MSFAA-NL will be electronically deposited into your financial institution account as previously provided which must be held in your name, solely or jointly. Electronic withdrawals may also be made from this financial institution account when payment is triggered, as per section D.6(c) (iii) and D.6 (d) of the MSFAA Terms and Conditions subject to your right of revocation, as per section D.6 (d) of the MSFAA Terms and Conditions. If you fail to provide your financial institution account information, disbursement of your Financial Assistance may be delayed.

### Part C: Definitions

**“Appropriate Authority”**, in respect of a province, means an appropriate authority designated for the province under subsection 3(1) of the CSFAA.

**"ATIPPA"** means the *Access to Information and Protection of Privacy Act, 2015*.

**"Canada Student Grant"** means a grant given under the CSFAA.

**"Canada Student Loan"** means a Direct Loan made under the CSFAA or a Student Loan made under the CSFAA or the CSLA.

**"CSFAA"** means the *Canada Student Financial Assistance Act* and the *Canada Student Financial Assistance Regulations*, as in effect at any given time.

**"CSLA"** means the *Canada Student Loans Act* and the *Canada Student Loans Regulations*, as in effect at any given time.

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**"Direct Loan"** means any loan made by Canada under section 6.1 of the CSFAA on or after August 1, 2000.

**"Financial Assistance"** (a) when used in the MSFAA-Canada, means Direct Loans, Canada Student Grants, repayment assistance, payment-deferred periods, interest-free periods and any other form of financial assistance provided under the CSFAA, directly or indirectly to you; or (b) when used in the MSFAA-NL, means NL Student Loans, NL Student Grants and any other form of financial assistance provided under the Provincial Act, directly or indirectly to you.

**"Full-Time Student" - MSFAA-Canada** is a student with a Full-Time Student Status.

**"Full-Time Student Status" - MSFAA-Canada** is maintained for a person:

- a. :
  - i. who is enrolled in a minimum 60 percent full course load; or
  - ii. who has a Permanent Disability, or a Persistent or Prolonged Disability, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and elects to be considered as a Full-Time Student;
- b. whose primary occupation is the pursuit of studies in those courses; and
- c. who otherwise complies with the requirements of the CSFAA for Full-Time Students.

**"Full-Time Student" - MSFAA-NL** is a student with a Full-Time Student Status.

**"Full-Time Student Status" – MSFAA-NL** is maintained for a person:

- a. who is enrolled in a minimum 80 percent full course load; or
- b. who is enrolled in courses that constitute between 60 percent and 80 percent of a full course load and is approved for Financial Assistance under the Provincial Act for a reduced course load; or
- c. who has a Permanent Disability, is enrolled in courses that constitute between 40 percent and 80 percent of a full course load, applies to be considered as a Full-Time Student and is approved for Financial Assistance under the Provincial Act; or
- d. who has a Persistent or Prolonged Disability, is enrolled in courses that constitute between 40 percent and 80 percent of a full course load, applies to be considered as a Full-Time Student for a period of study beginning on August 1<sup>st</sup>, 2022, or later, and is approved for Financial Assistance under the Provincial Act; and
- e. who otherwise complies with the requirements of the Provincial Act.

**"Lender"** means a financial institution that is a party to an agreement with Canada or the Province, entered into under the CSFAA, the CSLA or the Provincial Act, as applicable.

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**"Lender Student Loan"** means a loan made to a borrower by a financial institution under the Newfoundland and Labrador Student Loan Program.

**"Month you cease to be a Full-Time Student" - MSFAA-Canada** means the month in which occurs the earliest of:

- a. the last day of the last confirmed period of studies;
- b. the last day of the month in which the borrower no longer meets the applicable minimum percentage referred to in the definition of full-time student;
- c. if an event referred to in any of paragraphs 15(1)(a) to (i) of the CSFAA occurs, the applicable day referred to in that paragraph in accordance with section 15 of the CSFAA; and
- d. an event referred to in any of paragraphs 15(10)(a) to (d) of the CSFAA occurs.

Despite c) above, the month you cease to be a Full-Time Student may vary if an event referred to in paragraph 15(1)(a) or (b) of the CSFAA occurs in respect of a risk-shared or direct student loan provided to you as a full-time student and, following that event, you receive a certificate of eligibility and at least one disbursement in error, or if an event referred to in paragraph 15(1)(c) to (g) of the CSFAA occurs in respect of either a risk-shared, direct or guaranteed student loan provided to you as a full-time student. It may also vary if you are a member of the reserve force deployed on a designated operation; or if you take an approved medical leave or parental leave. Please refer to section 8 of the CSFAA for more information.

**"NL Student Loan"** means a Province of Newfoundland and Labrador Student Loan or a Lender Student Loan.

**"NSLSC"** means the National Student Loans Service Centre, which administers parts of the Financial Assistance programs for Canada and the Province.

**"Outstanding Loan Balance"** (a) when used in the MSFAA-Canada, means the principal amount of your full-time Direct Loans outstanding at any time, including any Canada Student Grant amount(s) converted to a Direct Loan, together with any interest on those amounts; or (b) when used in the MSFAA-NL, means the principal amount of your NL Student Loans outstanding at any time, including any NL Student Grant amount(s) converted to a NL Student Loan, together with any interest on that amount and any unpaid fees.

**"Permanent Disability"** means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – that restricts the ability of a person to perform the daily activities necessary to pursue studies at a post-secondary school level or to participate in the labour force and that is expected to remain with the person for the person's expected life.

**"Persistent or Prolonged Disability"** means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – that restricts the ability of a person to perform the daily activities necessary to pursue studies at a

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post-secondary school level or to participate in the labour force and has lasted, or is expected to last, for a period of at least 12 months, but is not expected to remain with the person for the person's expected life.

"**the Province**" means Her Majesty the Queen in Right of Newfoundland and Labrador, as represented by the Minister of Education.

"**Provincial Act**" means the *Student Financial Assistance Act*, SNL 2002, c S-29.01 and includes Regulations made thereunder, each as in, effect at any given time.

"**NL Student Grant**" means a grant given under the Provincial Act.

"**Student Financial Services Division**" means the Student Financial Services Division, Department of Education, Government of Newfoundland and Labrador.

"**Student Loan**" when used in the MSFAA-Canada and in the definition of Canada Student Loan, means any loan made to you by a Lender under the CSFAA or the CSLA, prior to August 1, 2000.

"**Terms and Conditions**" when used in the MSFAA-Canada, means the applicable terms and conditions of this MSFAA, and as may be amended from time to time in accordance with this agreement. When used in the MSFAA-NL, means the applicable terms and conditions found in Parts A, B, C, and D, of this MSFAA, and as may be amended from time to time in accordance with this agreement. Note that certain terms and conditions contained in this MSFAA will only form part of your MSFAA-Canada or only form part of your MSFAA-NL, respectively.

## Part D: Additional terms and conditions of your MSFAA-Canada and MSFAA-NL

### 5. General principles

Subject to the Terms and Conditions of each of the MSFAA-Canada and the MSFAA-NL, and the requirements of the CSFAA and the Provincial Act, as applicable, you may be eligible for Financial Assistance (with limits on amount and time), and you are not required to make payments on the principal amount of your Outstanding Loan Balance while you are a Full-Time Student and during the six months following the Month you cease to be a Full-time Student.

### 6. Return of money

- a) **Refund of Loan or Grant Proceeds:** You authorize your educational institution to refund to Canada or the Province, as applicable, any fees that have been paid with the proceeds of your Canada Student Loan(s) or NL Student Loan(s) or Canada Student Grant(s) or NL Student Grant(s) or any fees considered for the issuance of your NL Student Loan(s) for credit against any Outstanding Loan Balance you may have.
- b) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus.

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- c) **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
- i. **Principal and Interest:** Your Outstanding Loan Balance;
  - ii. **Interest:**
    - i. Under the MSFAA-Canada, as of April 1, 2023, interest will not accrue on your Outstanding Loan Balance. You are responsible for payment of any interest that had accrued before April 1, 2023.
    - ii. Under the MSFAA-NL, no interest will accrue on the principal amount of your Outstanding Loan Balance;
  - iii. **Payment Trigger Date:** Is the first day of the seventh month following the month in which you cease to be a Full-Time Student;
  - iv. **Loan Payment Due Date:** Is, at the latest, the last day of each month, starting on the seventh month following the month in which you cease to be a Full-Time Student;
  - v. **Loan Payment Amount:** Is the monthly payment amount calculated using these payment terms (minimum monthly payment of \$25 per month for combined MSFAA-Canada and MSFAA-NL loan payments);
  - vi. **Amortization Period:**
    - i. **MSFAA-Canada:** Nine and one-half (9 ½) years or such lesser or greater period of time up to fourteen and one-half (14½) years as determined by Canada (or the NSLSC on behalf of Canada) further to consultation with you, and provided that the minimum combined monthly loan payment is \$25;
    - ii. **MSFAA-NL:** Nine and one-half (9 ½) years or such lesser period of time as is required to support a minimum combined monthly loan payment of \$25;
  - vii. **Payment Allocation:** All payments received will be allocated to the Outstanding Loan Balance under each of the MSFAA-Canada and MSFAA-NL in accordance with the administrative integration agreement between Canada and the Province. Any payment may be applied first to Non-Sufficient Funds (NSF) fees, then to any interest, then to principal; and
  - viii. **Final Lump Sum Payment:** Any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period.
- d) **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada and the Province to debit your financial institution account as entered or such other financial institution account authorized in writing to collect your Outstanding Loan Balance as follows:

You grant your revocable (changeable) authorization to each of Canada and the Province, and any financial institution which holds such an account, to:

- i. exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Payments Canada Rule H1; and



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- ii. debit the financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of each of the MSFAA-Canada and the MSFAA-NL, and to remit that as payment to Canada or the Province, as applicable.

You waive any requirement to receive any pre-notification of Personal Pre-Authorized Debits. You may revoke your authorization at any time, subject to providing 30 days' notice to the NSLSC. You have certain recourse and reimbursement rights if any debit does not comply with the terms of this section. To obtain a sample cancellation form, or for more information on your right to revoke this authorization and your recourse rights to dispute or receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section, you may contact your financial institution or visit [Payments Canada](#). Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates this method of payment.

- e) **Return of Money to You:** Subject to any right of set-off or deduction, if you have overpaid \$10 or more than your Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-NL, respectively, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
- f) **Repayment Programs:** There are programs that may help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

## 7. Payment-Deferred Periods - MSFAA-Canada

Subject to section D.12, and the requirements of the CSFAA:

- a) **Payment-Deferred Period:** No payments on your Outstanding Loan Balance are required to be made while you are a Full-Time Student and during the six months following the Month you cease to be a Full-Time Student.
- b) **Payment-Deferred Period Ends:** You are required to begin paying your Outstanding Loan Balance on the last day of the seventh month following the Month in which you cease to be a Full-Time Student.
- c) **Payment-Deferred Period Upon Return to Full-Time Status:** If you return to Full-Time Student Status, and you confirm your enrolment as required by the CSFAA:
  - i. you may be returned to payment-deferred status for the period for which your enrolment has been confirmed; and
  - ii. any obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment may be suspended for the applicable period.
- d) **Maximum Number of Weeks of Interest-Free and Payment-Deferred Status:** As prescribed by the CSFAA, you are entitled to no more than the maximum number of weeks of interest-free and/or payment-deferred status, as applicable. If you return to Full-Time Student Status after you have reached the maximum number of weeks, you will not be required to start making payments on your Outstanding Loan Balance until the Payment Trigger Date, but you may not be eligible for certain Financial Assistance.

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- e) **Payment-Deferred Period Terminated or Denied:** Termination or denial of a payment-deferred period can result if you do not meet the requirements of Full-Time Student Status.

### 8. Payment-free period upon return to full-time studies MSFAA-NL

If you return to Full-Time Student status, and you confirm your enrolment as required by the Provincial Act:

- a) you may be returned to payment-free status for the applicable period;
- b) any obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment may be suspended for the applicable period; and
- c) if you are returned to payment-free status, you will not be required to make payments while you remain a Full-Time Student, all as specified under the Provincial Act. Failure to provide required document(s) by the required date will result in the loss of payment-free status. After that date if you provide the required document(s) payment-free status will be reinstated upon payment or capitalization of any interest owing on your outstanding NL Student Loan(s) and payment of any fees to the Province and/or the Lender.

### 9. Conversion of Canada Student Grant or NL Student Grant to Loan

- a. You acknowledge that all or a portion of your Canada Student Grant(s) with the exception of the Canada Student Grant for Services and Equipment – Students with Disabilities, may be converted into a Direct Loan if:
  - i. you are no longer qualified for enrolment or are no longer enrolled as a Full-Time Student within 30 days after the first day of classes;
  - ii. you received the grant on the basis of providing inaccurate information or of failing to provide relevant information; or,
  - iii. the Appropriate Authority determines that you are not entitled to the grant based on reassessment.

The amount converted into a Direct Loan will be added to your Outstanding Loan Balance which you agree to repay in accordance with all applicable Terms and Conditions of the MSFAA-Canada;

and

- b. In accordance with the Provincial Act all or a portion of your NL Student Grant(s) may be converted into a NL Student Loan if:
  - i. you withdraw from full-time studies during the study period,

or

  - ii. you receive a NL Student Grant disbursement that exceeds your eligibility for that grant.

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This NL Student Loan amount will be added to your Outstanding Loan Balance which you agree to repay in accordance with all applicable Terms and Conditions of the MSFAA-NL.

### 10. Change in Canada Student Loan or NL Student Loan amount(s)

All or a portion of the Canada Student Loan or NL Student Loan amounts disbursed to you under the MSFAA-Canada and MSFAA-NL are subject to change based on reassessment of your eligibility. You agree to pay any Canada Student Loan or NL Student Loan amounts that are in excess of your eligibility based on reassessment in the amount and manner as directed by Canada and Newfoundland and Labrador. You acknowledge that a reassessment of your eligibility may affect your future eligibility and the type and amount of future Financial Assistance you may receive.

### 11. Acknowledgement of Terms and Conditions

- a) **Notification:** You acknowledge you must promptly notify Canada and the Province of any change to your name, address, contact information, family status, financial situation or Full-Time Student Status, or to any information you have provided in your application for Financial Assistance or in this MSFAA. Canada may need to communicate with you for administration, verification, enforcement or compliance purposes. As such, you acknowledge that you must ensure that your contact information is accurate at all times.
- b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous Canada Student Loan(s), NL Student Loan(s), Canada Student Grant(s) or NL Student Grant(s) is accurate and complete. You acknowledge that if you knowingly make a false or misleading statement, you may be subject to an administrative monetary penalty and interest, if any, under the CSFAA or CSLA, or may be **charged with an offense, and prosecuted accordingly**. Any benefits you received or obtained to which there was no entitlement would have to be repaid.
- c) **Acknowledgment and Consent:** You acknowledge that Canada, and any of its contractors or agents, may collect, use, and retain your personal information directly from you, or indirectly from a third party. Your personal information will only be used for the purpose of administering your Financial Assistance under the MSFAA-Canada, and administering and enforcing the CSFAA or CSLA.

Your personal information may be shared with the federal government, provincial/territorial governments, the National Student Loans Service Centre, the Canada Apprentice Loan Service Centre, the Canada Revenue Agency, consumer credit grantors, credit bureaus, credit reporting agencies, educational institutions, lenders, employers, any person or business with whom you have or may have had financial dealings, and your financial institution(s) to directly or indirectly collect, retain, use, and exchange among themselves any personal information for the purpose of carrying out their duties under the federal act(s) and regulation(s) and/or the applicable provincial act(s) and regulation(s) relating to student and/or apprentice financial assistance, as well as for administration, enforcement, debt collection, audit, and verification activities of the CSFA Program.

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Your personal information may also be used and/or disclosed for the purposes of policy analysis, research, and/or evaluation purposes. Your personal information may also be disclosed to Statistics Canada for statistical and research purposes. However, these additional uses and/or disclosures of your personal information will never result in an administrative decision being made about you. Your personal information may be shared with the federal government, provincial/territorial governments, the National Student Loans Service Centre, the Canada Apprentice Loan Service Centre, the Canada Revenue Agency, consumer credit grantors, credit bureaus, credit reporting agencies, educational institutions, lenders, employers, any person or business with whom you have or may have had financial dealings, and your financial institution(s) to directly or indirectly collect, retain, use, and exchange among themselves any personal information for the purpose of carrying out their duties under the federal act(s) and regulation(s) and/or the applicable provincial act(s) and regulation(s) relating to student and/or apprentice financial assistance, as well as for administration, enforcement, debt collection, audit, and verification activities of the CSFA Program.

Your personal information may also be used and/or disclosed for the purposes of policy analysis, research, and/or evaluation purposes. Your personal information may also be disclosed to Statistics Canada for statistical and research purposes. However, these additional uses and/or disclosures of your personal information will never result in an administrative decision being made about you. Where your consent is required by law to permit the direct or indirect collection, retention, use or disclosure of personal information, by clicking on the “I accept” button at the end of this MSFAA you provide your consent.

### d) Authorization - MSFAA-NL:

I. You authorize:

A.

- i. any corporation, educational or financial institution, organization, government, government agency, or individual to release to the Province, their agents, and the NSLSC, and
- ii. the Province, their agents, and the NSLSC to collect (directly or indirectly), use and disclose to each other or any corporation, educational or financial institution, organization, government, government agency or individual,
- iii. any of your personal information (including your income tax information and SIN) required by the Province and the NSLSC for the administration or enforcement of the Provincial Act and collection of your NL Student Loan(s) and for the purpose of improving government programs and services relating to education, personal counseling, training and employment including related financial benefits and statistical analysis and you acknowledge that your personal information is being collected for such purposes, and

B. the Province, their service providers and the NSLSC to disclose to and obtain from any financial institution, consumer credit grantor, credit bureau, or credit reporting agency, all particulars and information on your NL Student Loan(s).

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- II. The above described collection, use, exchange and disclosure of your personal information will be undertaken in compliance with *ATIPPA*.
- e) **Authorization:** You authorize any of your current, past or future employers to release to Canada or its contractors or agents, and to the Province or their respective contractors or agents, information to locate you including your name, SIN, date of birth, banking information, permanent and alternate address, telephone number, employer, and educational institution address for the purpose of enforcing your obligations pursuant to each of the MSFAA-Canada and MSFAA-NL.

### 12. Denial, termination and immediate repayment

- a) You agree that the following events may result in you being denied further Financial Assistance, or you being required to immediately pay all or part of your Outstanding Loan Balance:
- i. **MSFAA-Canada and MSFAA-NL:**
    - i. you fail to make regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA, and that failure continues for two consecutive months;
    - ii. you fail to make any regularly scheduled loan payment(s) by the Loan Payment(s) Due Date in accordance with the MSFAA payment terms, and Canada or the Province demands that you make the payment(s) and you demonstrably and unequivocally refuse to do so;
    - iii. you file for or have filed against you any bankruptcy-related proceeding;
    - iv. you seek relief under a provincial law relating to the orderly payment of debts that includes a Canada Student Loan or NL Student Loan; or
    - v. you are found guilty of an offence under any Act of Parliament or the Provincial Act by reason of your conduct in obtaining or repaying a Canada Student Loan, NL Student Loan or Financial Assistance.
  - ii. **MSFAA-Canada:** you knowingly provided false information or made a misrepresentation, including by omission, related to your application(s) for student financial assistance or other document(s) upon which the Minister takes administrative measures under section 17.1(1) or (2) CSFAA, and you agree to immediately repay the outstanding amount of your Canada Student Loan(s) and Canada Student Grant(s) obtained on false or misleading information, including by omission.
  - iii. **MSFAA-NL:** you knowingly provided false statements or misrepresentations or gave false or misleading information related to your application(s) or other documents to obtain Financial Assistance as determined by the Province and you agree to immediately repay all or part of the outstanding amount of your NL Student Loan(s) as demanded by the Province; or
- b) You agree that nothing in D.12 limits the right of Canada or the Province to pursue any remedy available at law or in equity.

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- c) **MSFAA-Canada:** you advise Canada of your refusal to accept amendments to the Terms and Conditions of the MSFAA-Canada made in accordance with section A.4 of the MSFAA-Canada.
- d) **MSFAA-NL:** you advise the Province of your refusal to accept amendments to the Terms and Conditions of the MSFAA-NL made in accordance with section A.4 of the MSFAA-NL.

### 13. Survival

The MSFAA-Canada and the MSFAA-NL will remain in force notwithstanding your entry into or fulfillment of an agreement to alter payment terms or the full payment by you of your Outstanding Loan Balance, subject to the CSFAA and the Provincial Act.

### 14. Miscellaneous

- a) **Ratification:** If you have entered into any Canada Student Loan or NL Student Loan agreements while you were a minor, by accepting this MSFAA, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:**
  - i. You agree that all amounts you owe on previous Canada Direct Loans and NL Student Loans will be administered and paid under the Terms and Conditions of the MSFAA-Canada and the MSFAA-NL, respectively, and that all such amounts form part of your Outstanding Loan Balance, as applicable.
  - ii. You acknowledge that none of the amounts you owe on a Student Loan or Lender Student Loan will be administered or paid under the Terms and Conditions of the MSFAA-Canada or MSFAA-NL, and that any such amounts do not form part of your Outstanding Loan Balance.
- c) **Further Funding:** If you return to Full-Time Student Status after the Payment Trigger Date and you apply for Financial Assistance, funding may be disbursed to you under this MSFAA or you may be required to enter into a new MSFAA.
- d) **Death:**
  - i. **MSFAA-Canada** - All your rights and obligations under the MSFAA-Canada in respect of your Outstanding Loan Balance will terminate upon your death.
  - ii. **MSFAA-NL** - In the case of death, your loan will be considered for write-off.
- e) **Governing Law:** Subject to the CSFAA and the CSLA and any laws of Canada, the MSFAA-Canada and the MSFAA-NL will be governed by the laws of Newfoundland and Labrador.
- f) **Limitation Period:**
  - i. **MSFAA-Canada** - You acknowledge that any actions or proceedings taken to recover money owing under a Canada Student Loan will be done in accordance with sections 16.1 and 16.2 of the CSFAA or sections 19.1 and 19.2 of the CSLA, as applicable.
  - ii. **MSFAA-NL** - You acknowledge that no action or proceedings shall be taken to recover money owing under a NL Student Loan more than six years after the day on which the money becomes due and payable.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under this MSFAA is for the purpose of providing necessities for your education and maintenance.

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- h) **Severability:** Any provision that becomes void or unenforceable will be severed from this MSFAA, and the validity and enforceability of all other provisions will not be affected.
- i) **Interest and Costs:** You agree to pay all legal fees and disbursements incurred by Canada or the Province to collect any amount of your Outstanding Loan Balance owing under this MSFAA, and you agree to pay interest, if applicable, before and after default and delinquency, as applicable. You agree to pay interest before and after judgment, as applicable.
- j) **MSFAA-NL:**
  - i. All applicable provisions of the Provincial Act are incorporated as part of the MSFAA-NL.
  - ii. In the event of a conflict between the MSFAA-NL and the Provincial Act, the Provincial Act shall prevail.