

# Master Student Financial Assistance Agreement for Canada and British Columbia

## Notice of collection of personal information -Canada

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.

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

## Master Student Financial Assistance Agreement for Canada and British Columbia

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](#).

## Notice of collection of personal information - BC

Your personal information collected from you, by or on behalf of British Columbia ("BC"), relevant to your B.C. Student Loan(s) or your B.C. Student Grant(s), is collected under the authority of sections 26(c) and 26(e) of the *Freedom of Information and Protection of Privacy Act* for the purposes of assessing your application and ongoing eligibility for Financial Assistance through the British Columbia Student Assistance Program (BCSAP), administering Financial Assistance, enforcing your obligations under this MSFAA-BC (including the direct deposit of funds and obtaining repayment of money owed under the MSFAA-BC), administering the BCSAP, and for statistical, research, and evaluation purposes. Questions about the collection and use of this information can be directed to the Executive Director, StudentAid BC, Ministry of Advanced Education and Skills Training, PO Box 9173, Stn. Prov Govt, Victoria, BC V8W 9H7 call 1-800-561-1818 (toll-free in Canada/US) or 1-778-309-4621 (outside North America).

## Terms and Conditions

This MSFAA is comprised of the following parts:

- Part A: Master Student Financial Assistance Agreements for Canada and British Columbia, which provides an overview of what the MSFAA is;
- Part B: Electronic funds transfer, where you provide consent for the funds to be transferred electronically;
- Part C: MSFAA-Canada Terms and Conditions, which outlines your responsibilities regarding your Canada Student Loan, including your repayment terms; and
- Part D: MSFAA-BC Terms and Conditions, which outlines your responsibilities regarding your B.C. Student Loan, including your repayment terms.

## Part A: Master Student Financial Assistance Agreements for Canada and British Columbia

This MSFAA is a legal document that outlines your rights and responsibilities related to your MSFAA-Canada and MSFAA-BC. The MSFAA-Canada and the MSFAA-BC are separate legal contracts. The MSFAA-Canada governs your rights and responsibilities with respect to the Financial Assistance you receive from Canada. The MSFAA-BC governs your rights and responsibilities with respect to the Financial Assistance you receive from BC.

## Master Student Financial Assistance Agreement for Canada and British Columbia

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 parts C and D).

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

**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-BC.**

### Part B: Electronic funds transfer

The approved amount of any Financial Assistance (as defined in parts C and D) disbursed under this MSFAA-Canada and this MSFAA-BC 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 C.5 (d) (iii) of the MSFAA-Canada Terms and Conditions and D.4 (d) (iii) of the MSFAA-BC Terms and Conditions subject to your right of revocation, as per section C.5 (e) of the MSFAA-Canada Terms and Conditions. If you fail to provide your financial institution account information, disbursement of your Financial Assistance may be delayed.

### Part C: MSFAA-Canada terms and conditions

#### Definitions:

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

“**Canada Student Grant**” means a grant made 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.

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

“**Financial Assistance**” 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.

“**Full-Time Student**” is a student with a Full-Time Student Status.

## Master Student Financial Assistance Agreement for Canada and British Columbia

“**Full-Time Student Status**” 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.

“**Lender**” means a financial institution that is a party to an agreement with Canada, entered into under the CSFAA or the CSLA.

“**Month you cease to be a Full-Time Student**” 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 Status above;
- 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.

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

“**Outstanding Loan Balance**” 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.

“**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.

## Master Student Financial Assistance Agreement for Canada and British Columbia

**“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 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.

**“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”** means the applicable terms and conditions of this MSFAA-Canada, and as may be amended from time to time in accordance with this agreement.

### 1. Agreement with Canada

This agreement is between you (“you” or “your”), and 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 MSFAA-Canada.

### 2. General principles

Subject to the Terms and Conditions of this MSFAA-Canada and the requirements of the CSFAA, you may be eligible for Financial Assistance with limits on amount and time and you are not required to make payments on 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.

### 3. Authorization

Where required by law, you authorize Canada to collect, use and disclose information related to any of your Canada Student Loan(s) or Student Grant(s), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA or the CSLA, or (ii) in accordance with sections C.9 (c) and C.9 (d) of this MSFAA-Canada.

### 4. Amended Terms and Conditions

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

## Master Student Financial Assistance Agreement for Canada and British Columbia

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.

### 5. Return of money

- a) **Promise to pay:** You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of the MSFAA-Canada.
- b) **Refund of Loan Proceeds:** You authorize your educational institution to refund to Canada, as applicable, any fees that have been paid with the proceeds of your Canada Student Loan or Canada Student Grant for credit against any Outstanding Loan Balance you may have.
- c) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus.
- d) **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:** As of April 1, 2023, interest will not accrue on your Outstanding Loan Balance. You are responsible for payment of any interest that may have accrued before April 1, 2023.
  - 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-BC loan payments);
  - vi. **Amortization Period:** nine and one-half (9½) 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 MSFAA-Canada and MSFAA-BC monthly loan payment amount is \$25;
  - vii. **Payment Allocation:** payment amounts under the MSFAA-Canada will be allocated proportionately to the Outstanding Loan Balance of each of the MSFAA-Canada and the MSFAA-BC. The payment amount allocated to the Outstanding Loan Balance under the MSFAA-Canada may be applied first to any interest and 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.
- e) **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada to debit the financial institution account as entered or such other financial institution account as you have advised in writing to collect your Outstanding Loan Balance as follows:

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

## Master Student Financial Assistance Agreement for Canada and British Columbia

- i. exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Payments Canada Rule H1; and
- ii. debit the financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of the MSFAA-Canada, and to remit that as payment to Canada, 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.

- f) **Return of Money to You:** Subject to any right of set-off or deduction, if you have paid \$10 or more in excess of your Outstanding Loan Balance, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
- g) **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.

## 6. Payment-Deferred Periods

Subject to section C.10, 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 Student 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.

## Master Student Financial Assistance Agreement for Canada and British Columbia

- 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.

### 7. Conversion of Canada Student Grant to loan

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:

- 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;
- you received the grant on the basis of providing inaccurate information or of failing to provide relevant information; or,
- 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.

### 8. Change in Canada Student Loan amount(s)

All or a portion of the Canada Student Loan amounts disbursed to you under the MSFAA-Canada are subject to change based on reassessment of your eligibility. You agree to pay any Canada Student Loan amounts that are in excess of your eligibility based on reassessment in the amount and manner as directed by Canada. 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.

### 9. Acknowledgement of Terms and Conditions

- a) **Notification:** You acknowledge you must promptly notify Canada 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. 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) or Student Grant(s) is true, 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.



## Master Student Financial Assistance Agreement for Canada and British Columbia

- 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.

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:** You authorize any of your current, past or future employers to release to Canada or its 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 the MSFAA-Canada.

## 10. Denial, termination and immediate repayment

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:

- a) you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA-Canada, and that failure continues for two consecutive months;
- b) you fail to make any regularly scheduled loan payment(s) by the Loan Payment(s) Due Date in accordance with the payment terms of the MSFAA-Canada, and Canada demands that you make the payment(s) and you demonstrably and unequivocally refuse to do so;
- c) you file for or have filed against you any bankruptcy-related proceeding;
- d) you seek relief under a provincial law relating to the orderly payment of debts that includes a Canada Student Loan;

## Master Student Financial Assistance Agreement for Canada and British Columbia

- e) you are found guilty of an offence under any Act of Parliament by reason of your conduct in obtaining or repaying a Student Loan or Financial Assistance;
- f) you knowingly provided false information or made a misrepresentation, including by omission, related to your application(s) for student financial assistance or other document upon which Canada takes administrative measures under section 17.1(1) or (2) of the 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; or
- g) you advise Canada of your refusal to accept amendments to the Terms and Conditions of the MSFAA-Canada made in accordance with section C.4 of the MSFAA-Canada.

## 11. Survival

The MSFAA-Canada 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.

## 12. Miscellaneous

- a) **Ratification:** If you have entered into any Canada Student Loan agreements while you were a minor, by accepting the MSFAA-Canada, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:**
  - i. You agree that all amounts you owe on previous Direct Loans will be administered and paid under the Terms and Conditions of the MSFAA-Canada and that all such amounts are consolidated into and form part of your Outstanding Loan Balance;
  - ii. You acknowledge that none of the amounts you owe on any Student Loan will be administered or paid under the Terms and Conditions of the MSFAA-Canada, and that no such amounts form any 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 the MSFAA-Canada or you may be required to enter into a new MSFAA.
- d) **Death:** All your rights and obligations under the MSFAA-Canada in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Governing Law:** Subject to the CSFAA and the CSLA and any laws of Canada, the MSFAA-Canada will be governed by the laws of BC.
- f) **Limitation Period:** 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.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under the MSFAA-Canada is for the purpose of providing necessities for your education and maintenance;
- h) **Severability:** Any provision that becomes void or unenforceable will be severed from the MSFAA-Canada, and the validity and enforceability of all other provisions will not be affected;

## Master Student Financial Assistance Agreement for Canada and British Columbia

- i) **Interest and Costs:** You agree to pay all legal fees and disbursements incurred by Canada to collect any amount of your Outstanding Loan Balance owing under the MSFAA-Canada and you agree to pay interest, if applicable, before and after default and delinquency. You agree to pay interest before and after judgment, as applicable.

## Part D: MSFAA-BC Terms and Conditions

### Definitions

“**B.C. Authorized Administrator**” or “**BCA**” means Canada acting on behalf of BC in administering parts of the BCSAP.

“**B.C. Collection Agent**” means any contracted party or its subcontractor(s) or agent(s) acting on behalf of BC in collecting B.C. Student Loans.

“**B.C. Student Grant**” means any non-repayable assistance made under the BCSAP.

“**B.C. Student Loan**” means a British Columbia student loan made to a Full-Time Student under the BCSAP on or after August 1, 2000 but excluding any amounts converted to loans under the Master Student Financial Assistance Agreement for Part-Time Students for British Columbia.

“**BCSAP**” means the British Columbia Student Assistance Program, as modified from time to time, the requirements of which are posted on [StudentAid BC](#). The BCSAP is administered by BC (acting on its own or through its contractors or agents) or on behalf of BC by the BCA (acting on its own or through the NSLSC).

“**Confirmation of Enrolment**” means a process in which a post-secondary institution confirms a student’s enrolment.

“**Financial Assistance**” means B.C. Student Loans, B.C. Student Grants, debt management programs and any other form of financial assistance provided under the BCSAP, directly or indirectly to you.

“**Full-Time Student**” is a student with a Full-Time Student Status.

“**Full-Time Student Status**” 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, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and applies to be considered as a Full-Time Student; or

## Master Student Financial Assistance Agreement for Canada and British Columbia

- (iii) who has a Persistent or Prolonged Disability, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and 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
- b) who otherwise complies with the requirements of the BCSAP and is a Full-Time Student under the MSFAA-Canada.

“**Guaranteed Loans**” means loans issued by the lending institutions prior to August 1, 1995, are provincially guaranteed loans.

“**NSLSC**” means the National Student Loans Service Centre, which administers parts of the Financial Assistance programs on behalf of BC.

“**Outstanding Loan Balance**” means the principal amount of your B.C. Student Loans outstanding at any time, including any B.C. Student Grant amount(s) converted to a B.C. Student Loan and the principal amount forming part of any student loan amounts consolidated under section D.11 (b) (i) or D.11 (b) (iii), together with all interest accrued on those amounts, and any unpaid non-sufficient funds (“NSF”) fees outstanding as of August 1, 2011.

“**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 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.

“**Risk-Sharing Loans**” means loans issued by a lending institution between August 1, 1995 and July 31, 2000 where the Province of British Columbia pay a risk premium to the lending institution based on the value of all loans entering repayment status.

“**Terms and Conditions**” means the applicable terms and conditions found in Parts A, B, and D, of this MSFAA, and as may be amended from time to time in accordance with this agreement.

“**Trustee**” means a person who is licensed or appointed under Bankruptcy and Insolvency Act.

### 1. Agreement with BC

This MSFAA-BC is made between you (“you” or “your”), and His Majesty the King in Right of the Province of British Columbia as represented by the Ministry of Post-Secondary Education and Future Skills and the Minister of Finance (together, referred to as “BC”) and called the Master Student

## Master Student Financial Assistance Agreement for Canada and British Columbia

Financial Assistance Agreement for British Columbia (“MSFAA-BC”), and includes the Terms and Conditions.

### 2. General principles

Subject to the Terms and Conditions of this MSFAA-BC, and the requirements of the BCSAP, as applicable, you: (1) may be eligible for Financial Assistance (with limits on amount and time); and (2) are not required to make payments on 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.

### 3. Amendments to terms and conditions

At any time, B.C. may in its sole discretion amend the Terms and Conditions of this MSFAA-BC, including without limitation section D.4(d) [*Payment Terms*] and section D.5(a) [*Interest*], by posting updated Terms and Conditions on the NSLSC webpage. You are solely responsible for regularly reviewing the NSLSC webpage for any updated Terms and Conditions. Any and all amendments to the Terms and Conditions will be effective as of the date of posting, and your continued participation in the BCSAP constitutes your unconditional acceptance of such amendments.

### 4. Return of money

- a) **Promise to pay:** You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of this MSFAA-BC.
- b) **Refund of Loan Proceeds:** You authorize your educational institution to refund to BC, as applicable, any fees that have been paid with the proceeds of your B.C. Student Loan or B.C. Student Grant for credit against any Outstanding Loan Balance you may have.
- c) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty, or bonus.
- d) **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 on MSFAA-BC Outstanding Loan Balance:** Interest, if applicable, may be charged on the MSFAA-BC 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, with a minimum monthly payment of \$25 per month for combined MSFAA-Canada and MSFAA-BC loan payments.
  - vi. **Amortization Period:** nine and one-half (9½) years or such lesser period of time as is required to support a minimum combined monthly loan payment amount of \$25.00.

## Master Student Financial Assistance Agreement for Canada and British Columbia

- vii. **Payment Allocation:** payment amounts under this MSFAA-BC will be allocated proportionately based on the outstanding principal balance of each of the MSFAA-Canada and the MSFAA-BC. The payment amount allocated to the Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-BC may be applied first to NSF fees, then to interest, if applicable, and then to principal.
  - viii. **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period.
- e) **Personal Pre-Authorized Debit:** Unless you otherwise agree in writing, upon the Payment Trigger Date, you authorize BC to debit the financial institution account as entered (or such other financial institution account as you have advised in writing) in order to collect your Outstanding Loan Balance as follows:

You grant your revocable (changeable) authority and direction to BC (including the BCA), 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 Canadian Payments Association Rule H1; and
- ii. debit the financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of this MSFAA-BC, and to remit that as payment to BC, 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. 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 the method of payment.

- f) **Return of Money to You:** Subject to any right of set-off, if you have paid \$10 or more in excess of your Outstanding Loan Balance, under this MSFAA-BC, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
- g) **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.

## 5. In-Study Payment-Free Status

- a. **Interest:** Interest, if applicable, may be charged on the MSFAA-BC Outstanding Loan Balance in accordance with the terms of the BCSAP.

## Master Student Financial Assistance Agreement for Canada and British Columbia

- b. **In-Study Payment -Free Status:** Subject to section 5 d. interest will not accrue while you are a Full-Time Student.
- c. **In-Study Payment-Free Status Upon Return to Full-Time Studies:** If you return to Full-Time Student Status, and you confirm your enrolment as required by the BCSAP, 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 In-Study Payment-Free Status:** If applicable, you are entitled to no more than the maximum number of weeks of in-study payment-free status, as prescribed by the BCSAP. If you return to Full-Time Student Status after you have reached the maximum number of weeks, interest will accrue, if applicable, but you will not be required to start making payments on your Outstanding Loan Balance until the Payment Trigger Date, and you may not be eligible for certain Financial Assistance.

## 6. Conversion of B.C. Student Grant to Loan

You acknowledge that all or a portion of your B.C. Student Grant(s) may be converted into a B.C. Student 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.

This converted B.C. 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 this MSFAA-BC.

## 7. Change in B.C. Student Grant or B.C. Student Loan amount(s)

If the amount of your B.C. Student Grant or B.C. Student Loan for any period during the term of this MSFAA-BC is reassessed because of a change in your status resulting from a correction, update, verification, or review, it may affect your future eligibility and the type and amount of future Financial Assistance you may receive. If you have received Financial Assistance in excess of your eligibility and the reassessed amount, you will be required to repay all or part of such excess Financial Assistance in a manner as directed by BC.

## 8. Information

- a) **Notification:** You agree to promptly notify BC of any change to your family status, financial situation, or Full-Time Student Status, or to information you have provided in your application for Financial Assistance or in this MSFAA-BC.
- b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous B.C. Student Loan(s) or B.C. Student Grant(s) is accurate and complete.

## Master Student Financial Assistance Agreement for Canada and British Columbia

### c) Acknowledgment and Consent:

1. Collection. You acknowledge that BC and any of its contractors or agents, may collect, use, and retain your personal information directly from you or indirectly from a third party, including any third parties identified in subparagraph iii.
2. Use. The collection, use, exchange, and disclosure of your personal information will be undertaken for the purposes of assessing your ongoing eligibility for Financial Assistance, administering Financial Assistance and enforcing your obligations under the MSFAA-BC (including the direct deposit of funds and obtaining repayment of money owed under the MSFAA-BC), and administering the BCSAP.
3. Disclosure. Your personal information may be exchanged with and disclosed to B.C. and any of the following: the BCA, NSLSC, any B.C. Collection Agent, and any of their respective contractors or agents, each with each other, and with the following: Canada, NSLSC, financial institutions, lenders, educational institutions, financial aid offices, employers, credit bureaus, credit reporting agencies, Aboriginal governments, federal and provincial Crown corporations and federal, provincial and municipal ministries/departments/agencies, including the BC Ministry of Social Development and Poverty Reduction, the BC Ministry of Children and Family Development, the BC Ministry of Health, the BC Ministry of Attorney General, the BC Ministry of Finance, the BC Ministry of Post-Secondary Education and Future Skills, the BC Ministry of Education, the BC Ministry of Mental Health and Addictions, the BC Public Service Agency, BC Office of the Superintendent of Motor Vehicles, Insurance Corporation of BC (and Service BC acting in the role of ICBC), BC Hydro, BC Assessment Authority, Land Title and Survey Authority of BC, BC Registry Services, WorkSafe BC, BC Vital Statistics Agency, Office of the Superintendent of Bankruptcy Canada, Employment and Social Development Canada, Canada Revenue Agency and Immigration, Refugees and Citizenship Canada.
4. Consent. You consent to the direct or indirect collection, use, retention and disclosure of your personal information by clicking the “I accept” button at the end of this MSFAA.

- d) **Authorization:** You authorize any of your current, past or future employers to release to Canada or its contractors or agents, and to BC, the BCA, any B.C. Collection Agent 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 the MSFAA-BC.

## 9. Denial, termination, and immediate repayment

- a) Your Outstanding Loan Balance will be delinquent if you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of this MSFAA-BC, and that failure continues without you having made payment in full of the overdue loan payment for two (2) consecutive months.



## Master Student Financial Assistance Agreement for Canada and British Columbia

- b) At any time after your Outstanding Loan Balance becomes delinquent, as per section D.9 (a), and if you have not made payment in full of your overdue loan payment referred to in that section, BC may demand immediate payment of your Outstanding Loan Balance in full. If a demand is made under this section, your Outstanding Loan Balance becomes immediately due and payable in full on the day after the demand is made.
- c) At any time after your Outstanding Loan Balance becomes delinquent, as per section D.9 (a), you may no longer be eligible for Financial Assistance under the BCSAP, including further B.C. Student Loans or B.C. Student Grants, assistance under debt management programs. Nothing in this MSFAA-BC limits the rights of BC to deny or terminate Financial Assistance at any time under the BCSAP. Note that if you become bankrupt or insolvent or take advantage of or are the subject of any bankruptcy or insolvency-related proceeding, you may no longer be eligible for Financial Assistance.
- d) If you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of this MSFAA-BC, and that failure continues without you having made payment in full of the overdue loan payment for nine (9) consecutive months, and if a demand has not already been made under section D.9 (b), your Outstanding Loan Balance becomes immediately due and payable in full on the day thereafter.
- e) Subject to any applicable repayment assistance agreement or agreement to alter payment terms, if you become bankrupt or take advantage of or are the subject of any bankruptcy or insolvency-related proceeding, any principal or interest that accrued prior to and during that proceeding and that remain owing 30 days after the Trustee's discharge, are payable immediately. If you fail to pay any accrued principal and interest within 30 days of the Trustee's discharge your Outstanding Loan Balance becomes immediately due and payable in full on the day thereafter.
- f) Upon your Outstanding Loan Balance becoming due and payable in full under section D.9 (b), (d) or (e), BC may transfer collection of your Outstanding Loan Balance to any BC Collection Agent.
- g) Nothing in sections D.9 (b), (c), (d) or (e) limits BC's right to pursue any remedy or any other action available to BC at law or in equity.

## 10. Survival

The MSFAA-BC 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.

## 11. Miscellaneous

- a) **Ratification:** If you have entered into any B.C. 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 B.C. Student Loans will be administered and paid under the Terms and Conditions of this MSFAA-BC, and that all such amounts are consolidated into and form part of your Outstanding Loan Balance, as applicable.

## Master Student Financial Assistance Agreement for Canada and British Columbia

- ii. You acknowledge that, except as set out in section D.11 (b) (iii), none of the amounts you owe on any Guaranteed Loans or Risk-Sharing Loans will be administered or paid under the Terms and Conditions of this MSFAA-BC, and that no such amounts form any part of your Outstanding Loan Balance.
- iii. Notwithstanding 11(b)(ii) if you default on your loan repayment and as a result your loan becomes collectible by Revenue Services of British Columbia you agree that all amounts that you owe on any Guaranteed or Risk-Sharing Loans will be administered and paid under the Terms and Conditions of this MSFAA-BC, and that all such amounts will be consolidated into and 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-BC or you may be required to enter into a new MSFAA.
- d) **Death:** All your rights and obligations under this MSFAA-BC in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Governing Law:** Subject to the *Canada Student Financial Assistance Act* (CSFAA) and the *Canada Student Loans Act* (CSLA), and any laws of Canada, the MSFAA-Canada and this MSFAA-BC will be governed by the laws of British Columbia.
- f) **Limitation Period:** You acknowledge that the period for the limitation of actions shall be six years.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under this MSFAA-BC is for the purpose of providing necessities for your education and maintenance.
- h) **Severability:** Any provision that becomes void or unenforceable will be severed from this MSFAA-BC, 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 BC to collect any amount of your Outstanding Loan Balance owing under this MSFAA-BC. You agree to pay interest after judgment.