

Master Student Financial Assistance Agreement for Canada and Manitoba

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 Manitoba

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 - Manitoba

For the purposes of this section, "personal information" has the same meaning as that term is defined in *The Freedom of Information and Protection of Privacy Act*, C.C.S.M. c. F175 ("FIPPA").

Your personal information on this Master Student Financial Assistance Agreement for Manitoba ("MSFAA-MB"), and any personal information relevant to your MB Student Loan(s) or your MB Student Bursary(ies) that is subsequently collected from you, by or on behalf of Manitoba, is collected under the authority of sections 36(1)(a), 36(1)(b) and 37(1)(m) of FIPPA, for the purposes of assessing your ongoing eligibility for Financial Assistance, administering Financial Assistance, enforcing your obligations under the MSFAA-MB (including the direct deposit of funds and obtaining repayment of money owed by you to MB under the MSFAA-MB), administering the Manitoba Student Aid Program ("MSAP"), and for statistical, research, and evaluation purposes.

Participation in the MSAP is voluntary, however refusal to provide personal information will result in you not receiving Financial Assistance from the MSAP.

For the purpose of administering and enforcing the MSAP, including but not limited to assessment, disbursement and repayment of your Outstanding Loan Balance (as defined in Part D) under this Agreement, the personal information you provide may be shared with a number of entities and service providers, including but not limited to: Canada, the MBA (as defined in Part D), the MB Collection Agent (as defined in Part D); the National Student Loans Service Centre; federal, provincial, and municipal government departments, agencies and Crown corporations; your bank, trust company, credit union or any financial institution; any consumer credit reporting agency; your educational institution(s); and your current or past employers. Manitoba will have the authority to disclose your personal information for the purposes indicated above under section 44(1)(b) of FIPPA. Your consent is voluntary and can be withdrawn at any time, but may result you in not receiving Financial Assistance from the MSAP.

Questions about the collection and use of this personal information can be directed to the Director, Manitoba Student Aid, 401-1181 Portage Avenue, Winnipeg MB, R3G 0T3, email: manitobastudentaid@gov.mb.ca, phone: 1-800-204-1685 (toll-free in Canada/US) or 204-945-6321.

Terms and Conditions

This MSFAA is comprised of the following parts:

- Part A: Master Student Financial Assistance Agreements for Canada and Manitoba, which provides an overview of what the MSFAA is;

Master Student Financial Assistance Agreement for Canada and Manitoba

- 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-MB Terms and Conditions, which together with “Notice of collection of personal information – Manitoba” (page 2) and Part B make up the agreement between you and Manitoba (“MB”), setting out your rights and responsibilities in receiving Financial Aid from the MSAP, including your repayment terms.

Part A: Master student financial assistance agreements for Canada (MSFAA-Canada) and Manitoba (MSFAA-MB)

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

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-MB.

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-MB 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-MB Terms and Conditions subject to your right of revocation, as per section C.5 (e) of the MSFAA-Canada Terms and Conditions and section D.4 (e) (iii) of the MSFAA-MB Terms and Conditions. If you fail to provide your financial institution account information, disbursement of your Financial Assistance may be delayed.

Master Student Financial Assistance Agreement for Canada and Manitoba

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, 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.

“**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
 - 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 1st, 2022, or later;
- 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;

Master Student Financial Assistance Agreement for Canada and Manitoba

- 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; and
- c) the applicable day, other than the applicable day referred to in paragraph 15(1)(j) of the CSFAA, on which the borrower's interest-free period is terminated in accordance with section 15 of the CSFAA.

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

“**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.

“**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 all interest on those amounts.

“**Prime Rate**” means the variable reference rate of interest as calculated by Canada, based on the average of the middle three of the largest five Canadian financial institutions' prime rate.

“**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 Her Majesty the Queen 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 nor will interest accrue on the principal amount of your Outstanding Loan Balance

Master Student Financial Assistance Agreement for Canada and Manitoba

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, CSLA, or (ii) in accordance with sections C.9 (c) and C.9 (d) of this MSFAA-Canada.

4. Ratification of Terms and Conditions

At any time, Canada may amend the Terms and Conditions of the MSFAA-Canada. You should review the [Terms and Conditions](#) upon each application for Financial Assistance. You acknowledge that your acceptance of any Financial Assistance made under this agreement will ratify your acceptance of any revised Terms and Conditions.

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 Rate:** simple interest will accrue on the principal amount of your Outstanding Loan Balance at a floating rate equal to the Prime Rate, accruing daily and calculated monthly, unless you enter into an agreement with a fixed interest rate equal to the Prime Rate plus 2.0%;
 - 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-MB 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 MSFAA-Canada and MSFAA-MB monthly loan payment amount of \$25;

Master Student Financial Assistance Agreement for Canada and Manitoba

- 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-MB. The payment amount allocated to the Outstanding Loan Balance under the MSFAA-Canada may be applied first to interest 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; and
 - ix. **Prime Rate Variance:** if the Prime Rate changes significantly it may result in: (1) your loan being paid in full early; (2) the lengthening of your Amortization Period [to a maximum of fourteen and one-half (14½) years]; or (3) you being required to pay a Final Lump Sum Payment.
- 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 in order 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:

- 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. Interest-free period

Subject to sections C.6 (c), C.6 (d), C.6 (e), and C.10 and the requirements of the CSFAA:

Master Student Financial Assistance Agreement for Canada and Manitoba

- a) **Interest-Free Period:** Interest will not accrue while you are a Full-Time Student and during the six months following the Month you cease to be a Full-Time Student.
- b) **Interest-Free Period Ends:** Interest will start to accrue on the principal amount of your Outstanding Loan Balance on the first day of the seventh month following the month in which you cease to be a Full-Time Student;
- c) **Interest-Free Period Upon Return to Full-Time Studies:** If you return to Full-Time Student Status, and you confirm your enrolment as required by the CSFAA:
 - i. you may be returned to interest-free status for the period for which your enrolment has been confirmed;
 - 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; and
 - iii. if you are returned to interest-free status, you will not be required to make payments nor will interest accrue on the principal amount of your Outstanding Loan Balance while you remain a Full-Time Student, all as specified under the CSFAA.
- d) **Maximum Number of Weeks of Interest-Free Status:** You are entitled to no more than the maximum number of weeks' interest-free status, as prescribed by the CSFAA. If you return to Full-Time Student Status after you have reached the maximum number of weeks, interest will accrue, 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.
- e) **Interest-Free Period Terminated or Denied:** Interest will accrue while you are a Full-Time Student if your interest-free period is terminated or denied. Termination or denial of an interest-free period can result if you do not meet the requirements for interest-free status under the CSFAA.

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 for Students with Permanent 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.

Note: Beginning on August 1st, 2022, the "Canada Student Grant for Services and Equipment for Students with Permanent Disabilities" will become the "Canada Student Grant for Services and Equipment – Students with Disabilities". Therefore, beginning on August 1st, 2022, the "Canada

Master Student Financial Assistance Agreement for Canada and Manitoba

Student Grant for Services and Equipment for Students with Permanent Disabilities” is replaced by the “Canada Student Grant for Services and Equipment – Students with Disabilities” in this section.

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.
- 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.

Master Student Financial Assistance Agreement for Canada and Manitoba

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, interest-free status 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;
- 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; or
- 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.

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.

Master Student Financial Assistance Agreement for Canada and Manitoba

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 Manitoba.
- f) **Limitation Period:** You acknowledge that no action or proceedings shall be taken to recover money owing under a Canada 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 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;
- 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, as per section C.5 (d) (ii), before and after default and delinquency. You agree to pay interest before and after judgment.

Part D: MSFAA-MB terms and conditions

In relation to the MSFAA-MB these capitalized terms are defined as follows:

“Approved Course of Study” means a course of study described in section 6 of the *Student Aid Regulation* (Manitoba).

“Approved Institution” means an educational institution described in section 7 of the *Student Aid Regulation* (Manitoba).

Master Student Financial Assistance Agreement for Canada and Manitoba

“Financial Assistance” means MB Student Loan(s), MB Student Bursary(ies), assistance from Repayment Programs (as referenced in section 4 g)) and any other form of Financial Assistance provided under the MSAP, 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) who is:

i) enrolled in an Approved Course of Study at an Approved Institution (other than a Private Vocational Institution) and:

i) is enrolled in at least 60%; or

ii) has a permanent disability or a persistent or prolonged disability, as defined in the *Student Aid Regulation* (Manitoba) and is enrolled in at least 40%;

of what their Approved Institution considers to be a full-time course load for the person’s course of study; or

(ii) enrolled in an Approved Course of Study at a Private Vocational Institution and:

i) is enrolled in a full-time course load; or

ii) has a permanent disability or a persistent or prolonged disability, as defined in the *Student Aid Regulation* (Manitoba) and is enrolled in at least 40%;

of what MSAP considers a full-time course load for that person’s course of study;

b) whose primary occupation is the pursuit of education in an Approved Course of Studies; and

c) who otherwise meets the prerequisites, requirements and qualifications of the MSAP;

“MB Authorized Administrator” or **“MBA”** means Canada acting on behalf of MB in administering parts of the MSAP.

“MB Collection Agent” means any contracted party or its subcontractor(s) or agent(s) acting on behalf of MB in collecting the Outstanding Loan Balance.

“MB Student Bursary” means any non-repayable financial support or other award made under the MSAP.

“MB Student Loan” means any loan(s) made to a Full-Time Student under the MSAP on or after August 1, 2001.

“MSAP” means the Manitoba Student Aid Program, as modified from time to time. The MSAP is administered by Manitoba (acting on its own or through its contractors or agents) or on behalf of MB by the MBA (acting on its own or through the NSLSC).

Master Student Financial Assistance Agreement for Canada and Manitoba

“Notice of Assessment” means a document sent to you by MB (acting on its own or through its contractors or agents) notifying you of your most recent needs assessment results, Financial Assistance approved for disbursement based on that needs assessment, the disbursement details, and the Outstanding Loan Balance.

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

“Outstanding Loan Balance” means the unpaid principal amount of your MB Student Loan(s) at any time, including any MB Student Bursary(ies) converted to MB Student Loans that have not been repaid, together with all interest and any fees on those amounts.

“Overaward” means the amount of a MB Student Loan or MB Student Bursary that you receive but are not entitled to receive, or use for a purpose other than for costs related directly to your education or maintenance.

“Private Vocational Institution” means a private vocational institution described at section 7(b) of the Regulation.

“Terms and Conditions” means the terms and conditions applicable to this MSFAA-MB, which includes this Part D, as well as the “Notice of collection of personal information – Manitoba” (page 2) and Part B, all as may be amended from time to time in accordance with this agreement.

Any additional capitalized terms not defined later in Part D have the meaning ascribed to them in Part C.

1. Agreement with MB

This MSFAA-MB agreement is made between you (“you” or “your”), as identified in Part A, and Her Majesty the Queen in Right of the Province of Manitoba as represented by the Minister of Advanced Education, Skills and Immigration (referred to as “MB”) and called the Master Student Financial Assistance Agreement for Manitoba (“MSFAA-MB”). This MSFAA-MB includes this Part D, together with “Notice of collection of personal information – Manitoba” (page 2), and Part B. (Electronic funds transfer). If there is any inconsistency between the provisions of the MSFAA-MB and *The Student Aid Act* (Manitoba) (the “Act”) or the *Student Act Regulation* (Manitoba) (the “Regulation”), the Act and the Regulation supersede.

2. General principles

Subject to the Terms and Conditions of the MSFAA-MB, the Act and the Regulation, and the requirements of the MSAP, 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.

Master Student Financial Assistance Agreement for Canada and Manitoba

3. Ratification of terms and conditions

Manitoba may amend the Terms and Conditions of this MSFAA-MB at anytime. Those amended Terms and Conditions will be incorporated into and form part of this MSFAA-MB. By entering into this MSFAA-MB you acknowledge Manitoba's right to unilaterally amend the Terms and Conditions of this MSFAA-MB in future, and you agree to be bound by them. By entering into this MSFAA-MB you further agree to review the most current MSFAA-MB Terms and Conditions on a regular basis, including each time you submit an application for Financial Assistance.

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 the MSFAA-MB.
- b) **Refund by Educational Institution:** You authorize your educational institution to refund to MB, as applicable, any tuition fees that have been paid with the proceeds of your MB Student Loan(s) or MB Student Bursary(s) or other MB Student Award that are reimbursable by the educational institution, for credit against your Outstanding Loan Balance.
- 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 the payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i. **Principal:** the total amount of your MB Student Loan(s), not including interest and any additional fees;
 - ii. **Interest:** simple interest will accrue at the interest rate prescribed in the Regulation from time-to-time. Effective August 1, 2015, the prescribed interest rate is 0%;
 - 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 loan payment amount calculated using these repayment terms, with a minimum monthly loan payment of \$25 per month for combined MSFAA-Canada and MSFAA-MB loan payments. Your Loan Payment Amount will be periodically reviewed to ensure the Loan Payment Amount is sufficient to repay the Outstanding Loan Balance for both your Canada Student Loan and your MB Student Loan by the last day of the Amortization Period, and you will be notified of any changes;
 - 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;
 - vii. **Payment Allocation:** Loan Payment Amounts allocated to your Outstanding Loan Balance for your MB Student Loan will be applied first to NSF fees (if any), then to interest, and then to the unpaid principal, excepting for those MB Student Loans approved under any Repayment Program, for which the Payment Allocation will be determined based on the terms and conditions of the applicable Repayment Program; and

Master Student Financial Assistance Agreement for Canada and Manitoba

- viii. **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains unpaid 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 MB to debit your financial institution account as provided or such other financial institution account as you have advised in writing in order to collect your Outstanding Loan Balance as follows:
- i. You grant your revocable (changeable) authority and direction to MB (including the MBA), and any financial institution which holds your financial institution account, to:
 - A. exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Canadian Payments Association Rule H1; and
 - B. debit your financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of the MSFAA-MB, and to remit that amount as payment to MB, as applicable.
 - ii. You waive any requirement to receive any pre-notification of Personal Pre-Authorized Debits.
 - iii. 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 repay 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 MSFAA-MB 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 MSFAA-MB Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

5. Interest-free period

- a) **Interest-Free Period:** Interest will not accrue while you are a Full-Time Student and during the six months following the month in which you cease to be a Full-time Student.
- b) **Interest-Free Period Ends:** Interest will start to accrue on the principal amount of your Outstanding Loan Balance on the first day of the seventh month following the month in which you cease to be a Full-Time Student.
- c) **Interest-Free Period Upon Return to Full-Time Studies:** If you return to Full-Time Student status, and you confirm your enrolment as required by the MSAP:

Master Student Financial Assistance Agreement for Canada and Manitoba

- i. you may be returned to in-study interest-free status for the applicable period;
 - ii. any payment obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment may be suspended for the applicable period;
 - iii. if you are returned to in-study interest-free status, you will not be required to make payments on the principal amount of your Outstanding Loan Balance while you remain a Full-Time Student, as specified under the MSAP, as applicable.
- d) **Maximum Number of Weeks of Eligibility:** The maximum number of weeks a student may receive Student Assistance for over their lifetime is set out in the Regulation. If you return to Full-Time Student status after you have reached the maximum number of weeks you will be required to start making Loan Payments on your Outstanding Loan Balance on the first day of the month after your maximum eligibility period is reached.
- e) **Interest-Free Period Terminated or Denied:** Interest will accrue while you are a Full-Time Student if your interest-free period is terminated or denied. Termination or denial of an interest-free period can result if you do not meet the requirements for interest-free status under the MSAP.

6. Conversion of MB Bursary to MB Student Loan

You acknowledge that, subject to receiving written notice from MSAP, all or a portion of your MB Student Bursary(ies) may be converted into MB Student Loan(s) if:

- a) you no longer qualify as a Full-Time Student or are no longer a Full-Time Student within 30 days of the date the Bursary(ies) were deposited to your financial institution account;
- b) you receive a MB Student Bursary disbursement that exceeds your eligibility; or
- c) the appropriate authority determines that you are not entitled to the grant based on reassessment.

Any amount converted from MB Student Bursary(ies) to MB Student Loan(s) will be added to your Outstanding Loan Balance, and you agree to repay that amount as MB Student Loan(s) in accordance with all applicable Terms and Conditions of the MSFAA-MB.

7. Change in MB Student Bursary or MB Student Loan amount(s)

If the amount of your MB Student Bursary(ies) or MB Student Loan(s) for any period during the term of this MSFAA-MB 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 the reassessed amount, you will be required to repay all or part of such Financial Assistance Overaward as directed by MB.

Master Student Financial Assistance Agreement for Canada and Manitoba

8. Information

- a) **Notification:** You agree to promptly notify MB of any material change to your name, mailing address, email address or bank/credit union account number, marital or family status, financial situation, education costs, or Full-Time Student status, or to information you have provided in your application for Financial Assistance.
- b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous MB Student Loan(s) or MB Student Bursary(ies) is accurate and complete.
- c) **Authorization and Consent to Indirect Collection and Disclosure of Personal Information:** You hereby acknowledge and agree that:
 - i) to administer and enforce the MSAP (and related legislation and policies), including but not limited to assessment, disbursement and repayment of your Outstanding Loan Balance, MSAP may need to obtain personal information about you, including your educational and employment history, and information about your financial circumstances, income, assets, resources, and credit history;
 - ii) by entering into this MSFAA-MB you consent to and authorize the following persons and entities to disclose personal information about you to MSAP for the purposes listed above at clause i): any service providers, including but not limited to the NSLS Centre; federal, provincial, and municipal government departments and agencies and Crown corporations, including but not limited to Canada Revenue Agency, Driver and Vehicle Licensing Branch within the Manitoba Public Insurance Corporation, Employment and Income Assistance Branch within the Department of Families, and Service Canada; your bank, trust company, credit union or any financial institution; any consumer credit reporting agency; your educational institution(s); and your current or past employers; and
 - iii) by entering into this MSFAA-MB you consent to MSAP providing personal information about you to the persons and entities listed above at clause ii), as may be necessary to obtain the information MSAP requires from them.

9. Denial, termination and immediate repayment

9.1 You agree that the following events may result in you being denied further Financial Assistance, interest-free status, or you being required to immediately repay 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 repayment terms of the MSFAA-MB, 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-MB, and MB 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;

Master Student Financial Assistance Agreement for Canada and Manitoba

- d) you seek relief under a provincial law relating to the orderly payment of debts that includes a MB Student Loan;
- 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; or
- f) you knowingly provided false information or made a misrepresentation related to your application(s) for Financial Assistance or other document upon which Manitoba takes administrative measures under sections 7 and 8 of the Act.

9.2 Nothing in section D.9.1 limits MB's right to pursue any remedy or any other action available to MB at law or in equity for collection of your Outstanding Loan Balance.

10. Survival

The MSFAA-MB will remain in force notwithstanding your entry into or fulfillment of an agreement to alter the Loan Payment Terms or the full payment by you of your Outstanding Loan Balance.

11. Miscellaneous

- a) **Ratification:** If you previously entered into a MB Student Loan Agreement while you were a minor, by accepting this MSFAA-MB, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:** You agree that all amounts you owe to Manitoba for previous MB Student Loan(s) will be subject to and administered and paid under the Terms and Conditions of this MSFAA-MB, and that all such amounts are 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-MB or you may be required to enter into a new MSFAA-MB.
- d) **Death:** All your rights and obligations under the MSFAA-MB in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Severe Permanent Disability:** All your rights and obligation under the MSFAA-MB in respect of your Outstanding Loan Balance will be reviewed upon your Severe permanent disability, as set out in the Regulation.
- f) **Governing Law:** Subject to the CSFAA and the CSLA and any laws of Canada, the MSFAA-Canada and the MSFAA-MB will be governed by the laws of Manitoba.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under this MSFAA-MB 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-MB, 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 MB to collect any amount of your Outstanding Loan Balance owing under the MSFAA-MB. You agree to pay interest after judgment.