

Master Student Financial Assistance Agreement for Canada and New Brunswick

Notice of collection of personal information

Information about you under the control of Canada and New Brunswick (NB) will be administered in accordance with the *Privacy Act* (Canada), or the *Right to Information and Protection of Privacy Act* (New Brunswick), as applicable.

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

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

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

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

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

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

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your personal information, which is described in Personal Information Bank – Student Financial Assistance (ESDC PPU 030). Instructions for obtaining this information are outlined in the government publication entitled [Information about Programs and Information Holdings](#). Information about Programs and Information Holdings may also be accessed online at any Service Canada Centre.

You have the right to file a complaint with the Privacy Commissioner of Canada regarding the institution's handling of your personal information:

[File a formal privacy complaint](#).

Under the authority of the *Post-Secondary Student Financial Assistance Act* (PSFAA), 2007, c.P-9.315, the Department of Post-Secondary Education, Training and Labour (the Department) collects, accesses, uses, discloses and protects information provided by you in accordance with section 46(1) of the *Right to Information and Protection of Privacy Act* (RTIPPA), SNB 2009, c. R-10.6 and the Department's Document and Record Management Policy for the purposes of administering programs and services. If you have any questions regarding how your personal information is collected or used, you may contact the Program Liaison and Quality Assurance Manager, Student Financial Services, Department of Post-Secondary Education, Training and Labour, PO Box 6000, Beaverbrook Building, Fredericton, NB, E3B 5H1 or call 506-453-2713.

Terms and Conditions

This MSFAA is comprised of:

- Part A: Master Student Financial Assistance Agreements for Canada and New Brunswick, 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-NB Terms and Conditions, which outlines your responsibilities regarding your NB Student Loan, including your repayment terms.

Part A: Master student financial assistance agreements for Canada (MSFAA-Canada) and New Brunswick (MSFAA-NB)

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

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

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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-NB.

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-NB 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 your payment is triggered, as per section C.5 (d) (iii) and section D.7 (b) of the MSFAA Terms and Conditions subject to your right of revocation, as per section C.5 (e) and section D.7 (j) of the MSFAA Terms and Conditions. If you fail to provide your financial institution account information, disbursement of Financial Assistance to you under the MSFAA 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, 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.

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“**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;
- 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.

“**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.

“**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.

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“**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 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 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.

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- 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-NB 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-NB monthly loan payment amount of \$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-NB. 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.

You waive any requirement to receive any pre-notification of Personal Pre-Authorized Debits.

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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 overpaid \$10 or more than 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:

- 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.

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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 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

- 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.
- 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.
- 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

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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, 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;

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- 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.

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 New Brunswick.
- 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

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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-NB Terms and Conditions

Definitions

“Direct loan” means any loan made by New Brunswick under section 15(1) of the PSFAA, on or after August 1, 2000.

“Financial Assistance” means Direct Loans, bursaries, repayment assistance, interest-free periods and any other form of financial assistance provided under the PSFAA, 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 of a full course load; or
 - (ii) who has a Permanent Disability and 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 and 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 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 PSFAA.

“Lender” means a financial institution that is a party to an agreement with New Brunswick, entered into under the PSFAA.

“NB Bursary” means a bursary made under the PSFAA.

“NB Student Loan” means a Direct Loan or a Student Loan made under the PSFAA.

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

“Outstanding Loan Balance” means the principal amount of your full-time Direct Loans outstanding at any time, together with all interest on this amount.

“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.

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“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.

“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.

“PSFAA” means the *New Brunswick Post-Secondary Student Financial Assistance Act* and its regulations, as in effect at any given time.

“Student loan” means any loan made to you by a Lender under the PSFAA, prior to August 1, 2000.

1. Agreement with New Brunswick

This agreement is between you (“you” or “your”), and Her Majesty the Queen in Right of New Brunswick, as represented by the Minister of Post-Secondary Education, Training and Labour (“New Brunswick”), made pursuant to the PSFAA and called the Master Student Financial Assistance Agreement for New Brunswick (MSFAA-NB).

2. General principles

Subject to the Terms and Conditions of this MSFAA-NB and the requirements of the PSFAA, 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 while you are a Full-Time Student.

3. Terms and conditions of agreement

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

4. Authorization

Where required by law, you authorize New Brunswick to collect, use and disclose information related to any of your NB Student Loan(s) or NB Bursary/ies, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, the CSLA, or the PSFAA as applicable, or (ii) in accordance with sections D.10(c) and D.10(d) of this MSFAA-NB.

5. Ratification of terms and conditions

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

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6. Refund of loan proceeds

You authorize your educational institution to refund to New Brunswick any fees that have been paid with the proceeds of your NB Student Loan or bursaries for credit against any Outstanding Loan Balance you may have.

7. Repayment 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:

- a) **Interest Rate:** Simple interest will accrue on the principal amount of your Outstanding Loan Balance at a floating rate equal to the Prime Rate for your NB Student Loan, accruing daily and calculated monthly, unless you enter into an agreement with a fixed interest rate equal to the Prime Rate plus 2.0%.
- b) **Payment Trigger Date:** Is the first day of the seventh month following the month in which you cease to be a Full-Time Student;
- c) **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;
- d) **Loan Payment Amount:** Is the monthly payment amount calculated using these payment terms, with a minimum monthly payment of \$25 per month for a combined MSFAA-Canada and MSFAA-NB loan payment;
- e) **Amortization Period:** Nine and one-half (9½) years or such lesser period of time as is required to support a minimum monthly loan payment amount of \$25;
- f) **Payment Allocation:** Payment amounts under this MSFAA-NB will be allocated proportionately to the Outstanding Loan Balance and may be applied first to interest and then to principal;
- g) **Final Lump Sum Payment:** Any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period;
- h) **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;
- i) **Interest up to Payment Trigger Date:** Unless you pay the interest that accrues between the end of your Full-Time Student status and the Payment Trigger Date, that interest will be added to the principal amount of your Outstanding Loan Balance.
- j) **Personalized Pre-authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize New Brunswick to debit your financial institution account as entered, or such other financial institution account as authorized in writing in order to collect your Outstanding Loan Balance as follows:

You grant your revocable (changeable) authority and direction to New Brunswick and any financial institution which holds such an account, to:

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- 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 bank financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of the MSFAA-NB, and to remit that as payment to New Brunswick.

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.

- k) **Return of Money to You:** Subject to any right of set-off, if you have overpaid \$10 or more than your Outstanding Loan Balance under the MSFAA-NB, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
- l) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus;
- m) **Repayment Programs:** There may be programs that can help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

8. Interest-free period

- a) **Interest-Free Period:** Interest will not accrue while you are 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 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;
 - ii. any obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment may be suspended; and
 - iii. you will not be required to make payments nor will interest accrue on the principal amount of your Outstanding Loan Balance, if you are returned to interest-free status, while you remain a Full-Time Student, as specified under the CSFAA or the PSFAA, as applicable.

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- d) **Maximum Number of Weeks of Interest-Free Status for full-time studies:** You are entitled to no more than the maximum number of weeks of 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 or the PSFAA, as applicable.

9. Change in NB Student Loan or provincial bursary/ies amount(s)

If the amount of your NB Student Loan or provincial bursary/ies for any period during the term of this MSFAA-NB is reassessed because of a change in your status resulting from a correction, update, verification, or audit, 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 repay all or part of such excess Financial Assistance in a manner as directed by New Brunswick.

10. Acknowledgement of terms and conditions

- a) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous NB Student Loan(s) or NB Bursary/ies 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.
- b) **Notification of change in information:** You agree to promptly notify New Brunswick 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.
- c) **Acknowledgement and Consent:** You acknowledge that your personal information, whether collected from you or from a third party, will be used by New Brunswick for the purposes of processing your application, determining and verifying your eligibility for Student Financial Assistance, administering any Financial Assistance provided to you, including the repayment and collection thereof, conducting research and evaluation of the Student Financial Assistance Program(s), administering and enforcing the PSFAA and regulations thereunder and recovering money owing under a direct loan, a loan made by a lender under the *Youth Assistance Act* (risk-shared loan) or a loan referred to in section 45 of the PSFAA (fee for service loans).
- d) **Authorization:** You authorize any of your current, past or future employers to release to New Brunswick, 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-NB.

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11. 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-NB, 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-NB, and New Brunswick 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 NB 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 made a false statement or misrepresentation related to your application(s) for student financial assistance or other document and New Brunswick takes administrative measures under the PSFAA, and you agree to immediately repay the outstanding amount of your NB Student Loan(s), and NB Bursary/ies, as applicable, obtained as a result of making a false statement or misrepresentation.

12. Survival

This MSFAA-NB 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 PSFAA.

13. Miscellaneous

- a) **Ratification:** If you have entered into a NB Student Loan agreement while you were a minor, by accepting this MSFAA, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:**
 1. You agree that all amounts you owe on previous Direct Loans will be administered and paid under the Terms and Conditions of the MSFAA-NB, and that all such amounts are consolidated into and form part of your Outstanding Loan Balance.
 2. 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-NB, and that any such amounts do not 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 this MSFAA or you may be required to enter into a new MSFAA.
- d) **Death:** All your rights and obligations under the MSFAA-NB in respect of your Outstanding Loan Balance will terminate upon your death.

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- e) **Governing law:** Subject to the CSFAA and the CSLA and any laws of Canada, the MSFAA-NB will be governed by the laws of New Brunswick.
- f) **Limitation period:** You acknowledge that the period for the limitation of actions for New Brunswick will be six years.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under this MSFAA is for the purpose of providing necessities for your education and maintenance.
- h) **Severability:** Any provision that becomes void or unenforceable will be severed from this MSFAA, and the validity and enforceability of all other provisions will not be affected.
- i) **Interest and costs:** You agree to pay all legal fees and disbursements incurred by New Brunswick to collect any amount of your Outstanding Loan Balance owing under the MSFAA-NB, and you agree to pay interest, as per Part D, section 7(a), before and after default and delinquency. You agree to pay interest before and after judgment.