



Master Student Financial Assistance Agreement for Part-Time Students

Notice of collection of personal information

The personal information is collected and used for the administration of the Canada Student Loans Program (CSLP) 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 of the CSLP 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 CSLP. You must provide your SIN and the other personal information requested on this Master Student Financial Assistance Agreement form to be considered for the CSLP.

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

The information you provide 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, 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.

The information you provide may also be used and/or disclosed for the purposes of policy analysis, research, and/or evaluation purposes. The information you provide 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



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government publication entitled, [Info Source](#). Info Source 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](#).

Terms and Conditions

Part A: Terms and conditions

1. Agreement

This Part-Time Master Student Financial Assistance 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 (“Canada”), made pursuant to the CSFAA and called the Part-Time Master Student Financial Assistance Agreement for Canada (“Part-Time-MSFAA-Canada”).

This Part-Time-MSFAA-Canada is a legal document that outlines your responsibilities related to your Canada Student Loan. This Part-Time-MSFAA-Canada 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 Part-Time-MSFAA-Canada will be determined based on a need assessment of your application for Financial Assistance in accordance with federal legislation, regulations and policies. You will be responsible under this Part-Time-MSFAA-Canada for paying your Outstanding Loan Balance.

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

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

This Part-Time-MSFAA-Canada is comprised of:

- Part A: Terms and Conditions, which outlines your responsibilities regarding your Canada Student Loan;
- Part B: Electronic Funds Transfer, where you provide consent for the funds to be transferred electronically;



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- Part C: Definitions and Abbreviations, which outlines the definitions and abbreviations used in this Part-Time-MSFAA-Canada; and
- Part D: Additional Terms and Conditions, which outlines your responsibilities regarding your Canada Student Loan, including your repayment terms.

2. Agreement to repay

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

3. Authorization

Where required by law, you authorize Canada to collect, use and disclose information related to any of your Canada Student Loan(s), Canada Student Grant(s) or Canada Apprentice Loan(s), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, CSLA or ALA, or (ii) in accordance with sections D.10(c) and D.10(d) of this Part-Time-MSFAA-Canada.

4. Ratification of terms and conditions

At any time, Canada may amend the Terms and Conditions of the Part-Time-MSFAA-Canada. You should review the Terms and Conditions on the Part-Time MSFAA page upon each application for Financial Assistance. You acknowledge that your acceptance of any disbursement made under this Part-Time-MSFAA-Canada will ratify your acceptance of any revised Terms and Conditions.

Part B: Electronic funds transfer

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

Part C: Definitions and Abbreviations

“**ALA**” means the *Apprentice Loans Act* and the *Apprentice Loans Regulations*, as in effect at any given time.

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



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“Canada Apprentice Loan” means a loan made under the ALA.

“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”, when used in the Part-Time-MSFAA-Canada, means any full-time or part-time direct loan made by Canada under the CSFAA on or after August 1, 2000.

“Financial assistance”, when used in the Part-Time-MSFAA-Canada, means Direct Loans, Canada Student Grants, Canada Apprentice Loans, repayment assistance, interest-free periods and any other form of financial assistance provided under the CSFAA, directly or indirectly to a Part-Time Student.

“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-time course load; or (ii) who has a permanent disability, is enrolled in at least 40% and less than 60% of a full-time course load and applies to be considered as a Full-Time Student; (b) whose primary occupation is the pursuit of studies in those courses; and (c) who otherwise complies with the requirements of the CSLA or 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.

“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 principal amount of your Part-Time Direct Loans outstanding at any time, including any Canada Student Grant amount(s) converted to a Part-Time Direct Loan(s), together with all interest on those amounts.

“Part-time student” is a student with a Part-Time Student Status.

“Part-time student status” is maintained for a person, (a) (i) who is enrolled in a minimum 20% and less than 60% of a full-time course load; or (ii) who has a permanent disability, is enrolled in at least

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40% and less than 60% of a full-time course load and applies to be considered as a Part-Time Student; and (b) who otherwise complies with the requirements of the CSLA or the CSFAA

“**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 this Part-time-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 terms and conditions of this Part-Time-MSFAA-Canada.

Part D: Additional Terms and Conditions

5. General principles

Subject to the Terms and Conditions of this Part-Time-MSFAA-Canada and the requirements of the CSFAA, you may be eligible for Financial Assistance (with limits on amount), 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 Part-Time Student or Full-Time Student and during the six months following the month you cease to be a student, whether Part-Time or Full-Time.

6. Return of money

- a) **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.
- b) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus.
- c) **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i) **Principal and Interest:** your Outstanding Loan Balance;
 - ii) **Interest 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 Part-Time or Full-Time Student;

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- 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 Part-Time or Full-Time Student;
 - v) **Loan Payment Amount:** is the monthly payment amount calculated using these payment terms (minimum monthly loan payment amount of \$25);
 - vi) **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;
 - vii) **Payment Allocation:** payment amounts 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.
- d) **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada 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 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 Canadian Payments Association Rule H1; and
- ii) debit the financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of the Part-Time-MSFAA-Canada, and to remit that as payment to Canada.

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 the Payments Canada site. Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates the method of payment.

- e) **Return of Money to You:** Subject to any right of set-off, 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.

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- f) **Repayment Programs:** There are programs that may help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

7. Interest-free period

Subject to sections D.7(c), D.7(d), D.7(e), and D.11, and the requirements of the CSFAA:

- a) **Interest-Free Period:** Interest will not accrue on Part-Time Direct Loans while you are a Part-Time or Full-Time Student and during the six months following the month you cease to be a student, whether Part-Time or Full-Time.
- 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 Part-Time or Full-Time Student.
- c) **Interest-Free Period Upon Return to Part-Time or Full-Time Student Status:** If you return to Part-Time or 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 applicable period;
 - 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 Part-Time or Full-Time Student, all as specified under the CSFAA.
- d) **Maximum amount:** Student loan borrowers can hold a maximum of \$10,000 (excluding interest) in Outstanding Loan Balance, at any one time.
- e) **Interest-Free Period Terminated or Denied:** Interest will accrue while you are a Part-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.

8. 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 Part-Time Direct Loan if;

- you are no longer qualified for enrolment or are no longer enrolled as a Part-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,

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- the appropriate authority determines that you are not entitled to the grant based on reassessment.

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

9. Change in Canada Student Loan amount(s)

All or a portion of the Canada Student Loan amounts disbursed to you under the Part-Time-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.

10. Acknowledgement of terms and conditions

- Notification:** You agree to promptly notify Canada of any change to your family status, financial situation or Part-Time Student Status, or to information you have provided in your application for Financial Assistance or in this Part-Time-MSFAA-Canada.
- 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), Canada Student Grant(s), or Canada Apprentice Loan(s), is accurate and complete. You acknowledge that if you knowingly make a false or misleading statement, you may be subject to an administrative monetary penalty and interest, if any, under the CSFAA or CSLA, or may be **charged with an offense**, and **prosecuted accordingly**. Any benefits you received or obtained to which there was no entitlement would have to be repaid.
- 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 Part-Time-MSFAA-Canada, and administering and enforcing the CSFAA, CSLA or ALA. Your personal information may be exchanged with and disclosed to the appropriate authority, financial institutions, lenders, educational institutions, employers, credit bureaus and Canada Revenue Agency. The collection, use, exchange and disclosure will be undertaken as required and in compliance with the *Privacy Act*, and Part 4 of the *Department of Employment and Social Development Act*. 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 Part-Time-MSFAA-Canada, you provide your consent.

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- 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, financial institution information, permanent and alternate address, telephone number, employer, and educational institution address for the purpose of enforcing your obligations pursuant to the Part-Time-MSFAA-Canada.

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 Part-Time-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 Part-Time-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 Canada Student Loan or Financial Assistance; or,
- f) you knowingly made false information or misrepresentation, including by omission, related to your application(s) for student financial assistance or other document upon which the Minister takes administrative measures under subsection 17.1(1) or (2) of the CSFAA, you agree to immediately repay the outstanding amount of your Canada Student Loan(s), including your Outstanding Loan Balance, and Canada Student Grant(s) obtained on false or misleading information, including by omission.

12. Survival

The Part-Time-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.

13. Miscellaneous

- a) **Ratification:** If you have entered into any Canada Student Loan agreements while you were a minor, by accepting this Part-Time-MSFAA-Canada, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:**

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- i) You agree that all amounts you owe on previous Part-Time Direct Loans will be administered and paid under the Terms and Conditions of the Part-Time-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 Direct Loan made to you as a Full-Time Student or Student Loan will be administered or paid under the Terms and Conditions of the Part-Time-MSFAA-Canada, and that no such amounts form any part of your Outstanding Loan Balance.
- c) **Further Funding:** If you return to Part-Time Student Status after the Payment Trigger Date, and you apply for Financial Assistance, funding may be disbursed to you under this Part-Time-MSFAA-Canada or you may be required to enter into a new Part-Time-MSFAA-Canada.
- d) **Death:** All your rights and obligations under the Part-Time-MSFAA-Canada in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Governing Law:** The Part-Time-MSFAA-Canada will be governed by the laws of Canada.
- f) **Limitation Period:** You acknowledge that the period for the limitation of actions will be six years pursuant to ss. 16.1 and 16.2 of the CSFAA.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under the Part-Time-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 Part-Time-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 Part-Time-MSFAA-Canada, and you agree to pay interest, as per section D.6(c)(ii), before and after default and delinquency. You agree to pay interest before and after judgment.