

Master Student Financial Assistance Agreement

BC	MSFAA #
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for Canada and British Columbia

Part A YOUR INFORMATION		
Full Name of Student and Mailing Address	Date of Birth (yyyy/mm/dd)	Social Insurance Number
Area Code and Telephone Number	For office use only	

Part B MASTER STUDENT FINANCIAL ASSISTANCE AGREEMENT
<p>1. Agreement: This integrated Master Student Financial Assistance Agreement ("MSFAA") is comprised of two separate loan contracts between you ("you" or "your"), as identified in Part A, and: (1) 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 Master Student Financial Assistance Agreement for Canada ("MSFAA-Canada"); and (2) Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Advanced Education and the Minister of Finance ("BC") and called the Master Student Financial Assistance Agreement for British Columbia ("MSFAA-BC").</p> <p>In consideration of Canada and BC providing Financial Assistance under the MSFAA-Canada and the MSFAA-BC, and, by signing Part D below, you agree to the Terms and Conditions of each of these loan contracts.</p> <p>The MSFAA is comprised of:</p> <ul style="list-style-type: none"> Part A: Your Information Part B: Master Student Financial Assistance Agreement Part C: Electronic Funds Transfer Part D: Your Acknowledgement and Signature Part E: Definitions Part F: Additional Terms and Conditions of your MSFAA-Canada and MSFAA-BC <p>The terms in this MSFAA will form part of each of your MSFAA-Canada and your MSFAA-BC, to the extent applicable.</p> <p>2. Agreement to Repay: You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of each of the MSFAA-Canada and the MSFAA-BC.</p> <p>3. Certification: You certify that all information provided in your application(s) for Financial Assistance and on this MSFAA is true and complete to the best of your knowledge.</p> <p>4. Authorization: Where required by law, you authorize each of Canada and BC to collect, use and disclose information related to any of your Canada or BC Student Loan(s) or Student Grant(s), as applicable, (i) by Canada, for the purposes of carrying out the administration and enforcement of the CSFAA or CSLA, or (ii) by Canada or BC, in accordance with sections F.11(c), F.11(d) and F.11(e) of this MSFAA.</p> <p>5. Ratification of Terms and Conditions: At any time, Canada or BC may amend the Terms and Conditions of the MSFAA-Canada or the MSFAA-BC, respectively. You should review the Terms and Conditions at: CanLearn.ca/MSFAA 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.</p>

Part C ELECTRONIC FUNDS TRANSFER						
<p>The approved amount of any Financial Assistance disbursed under the MSFAA-Canada and the MSFAA-BC will be electronically deposited into your bank account as entered below, which must be held in your name, either solely or jointly. Electronic withdrawals may also be made from this bank account when payment is triggered, as per section F.7(c)(iii), subject to your right of revocation, as per section F.7(e). If you fail to provide this bank account information, disbursement of your Financial Assistance will be delayed and may not proceed.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">Transit Number</td> <td style="text-align: center; border-bottom: 1px solid black;">Bank ID</td> <td style="text-align: center; border-bottom: 1px solid black;">Account Number (Refer to bottom of personal cheque):</td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table> <p style="text-align: center;">OR ATTACH A VOID CHEQUE</p>	Transit Number	Bank ID	Account Number (Refer to bottom of personal cheque):			
Transit Number	Bank ID	Account Number (Refer to bottom of personal cheque):				

Name and Address of Financial Institution:
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Part D YOUR ACKNOWLEDGEMENT AND SIGNATURE		
<p>This MSFAA is a legal document that outlines your responsibility related to your MSFAA-Canada and MSFAA-BC. 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 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.</p> <p>By signing Part D, you freely provide your consent(s), certification(s) and ratification(s) set out in this MSFAA and you agree to all the Terms and Conditions set out in this MSFAA. You understand that if you fail to sign this MSFAA, you will not receive any Financial Assistance.</p>		
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<p style="text-align: center;">National Student Loans Service Centre</p> <p>P.O. Box 4030 Mississauga, ON L5A 4M4</p> <p style="font-size: small;">1-888-815-4514 (within North America) 800-2-225-2501 (outside North America, dial your appropriate country code first) 1-888-815-4556 (for the hearing impaired – TTY)</p>	
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PRINTED IN B.C. 4500298301

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Part E DEFINITIONS

- "BC Authorized Administrator"** or **"BCA"** means Canada acting on behalf of BC in administering parts of the BCSAP.
- "BC Collection Agent"** means any contracted party or its subcontractor(s) or agent(s) acting on behalf of BC in collecting BC Student Loans.
- "BC Student Grant"** means any non-repayable assistance made under the BCSAP.
- "BC Student Loan"** means a British Columbia student loan made to a Full-Time Student under the BCSAP on or after August 1, 2000.
- "BCSAP"** means the British Columbia Student Assistance Program, as modified from time to time, the requirements of which are posted at: www.studentaidbc.ca. The BCSAP is administered by BC (acting on its own or through its contractors or agents) or on behalf of BC by the BCA (acting on its own or through the NSLSC).
- "Canada Student Grant"** means a grant made under the CSFAA.
- "Canada Student Loan"** means a Direct Loan made under the CSFAA or Student Loan made under the CSFAA or 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"** (a) when used in the MSFAA-Canada, 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; or (b) when used in the MSFAA-BC, means BC Student Loans, BC Student Grants, debt management programs, interest-free periods and any other form of financial assistance provided under the BCSAP, directly or indirectly to you.
- "Full-Time Student"** status is maintained for a person, (a) who is enrolled in a minimum 60 percent full course load; or (b) 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; (c) whose primary occupation is the pursuit of studies in those courses; and (d) when used i) in the MSFAA-Canada, who otherwise complies with the requirements of the CSFAA, and ii) in the MSFAA-BC, who otherwise complies with the requirements of the BCSAP;
- PROVIDED THAT the definition of Full-Time Student when used in the MSFAA-BC will be applied and interpreted in a manner that is consistent with and that provides for equivalent effect as the definition of Full-Time Student when used in the MSFAA-Canada.
- "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: (a) when used in the MSFAA-Canada, 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; or (b) when used in the MSFAA-BC, the principal amount of your BC Student Loans outstanding at any time, including any BC Student Grant amount(s) converted to a BC Student Loan and the principal amount forming part of any student loan amounts consolidated under section F.15(b)(i) or F.15(b)(iv), together with all interest on those amounts, and any unpaid non-sufficient funds ("NSF") fees outstanding as of August 1, 2011.
- "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"** when used in the MSFAA-Canada means the applicable sections found in Parts A, B, C, D, E, and F of this MSFAA, and when used in the MSFAA-BC means the applicable sections found in Parts A, B, C, D, E, and F of this MSFAA, and as may be amended from time to time in accordance with these agreements. Note certain sections contained in this MSFAA will only form part of your MSFAA-Canada or only form part of your MSFAA-BC, respectively.

Part F ADDITIONAL TERMS AND CONDITIONS OF YOUR MSFAA-CANADA AND MSFAA-BC

6. **General Principles** Subject to the Terms and Conditions of each of the MSFAA-Canada and the MSFAA-BC, and the requirements of the CSFAA and the BCSAP, as applicable, 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.
7. **Return of Money**
- (a) **Refund of Loan Proceeds:** You authorize your educational institution to refund to Canada or BC, as applicable, any fees that have been paid with the proceeds of your Canada or BC Student Loan or 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:
- Principal, Interest and Fees:** your Outstanding Loan Balance;
 - Interest:** simple interest will accrue on the principal amount of your Outstanding Loan Balance at a floating rate equal to the Prime Rate plus two and one-half (2½) percent, accruing daily and calculated monthly, unless you enter into an agreement with a fixed interest rate equal to the Prime Rate plus five (5) percent;
 - Payment Trigger Date:** is the first day of the seventh month following the month in which you cease to be a Full-Time Student;
 - 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;
 - Loan Payment Amount:** is the monthly payment amount calculated using these payment terms, with a minimum monthly payment of \$25 per month for combined MSFAA-Canada and MSFAA-BC loan payments;
 - 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;
 - Payment Allocation:** payment amounts under this MSFAA will be allocated proportionately to the Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-BC. The payment amount allocated to the Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-BC may be applied first to NSF fees, then to interest and then to principal;
 - Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period; and
 - 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) **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 and form part of the principal amount of your Outstanding Loan Balance.
- (e) **Personal Pre-Authorized Debit:** Unless you otherwise agree in writing, upon the Payment Trigger Date, you authorize each of Canada and BC to debit the bank account you have identified in Part C of this MSFAA (or such other bank account as you have advised in writing) in order to collect your Outstanding Loan Balance as follows:
- You grant your revocable authority and direction to each of Canada and BC (including the BCA), and any financial institution which holds such a bank account, to:
- exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Canadian Payments Association Rule H1; and
 - debit the bank account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of each of the MSFAA-Canada and the MSFAA-BC, and to remit that as payment to Canada or BC, as applicable.
- You waive any requirement to receive written 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: www.cdnpay.ca. Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates the method of payment.
- (f) **Return of Money to You:** Subject to any right of set-off, if you have paid \$10 or more in excess of your Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-BC, respectively, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
8. **Interest-Free Period** Subject to sections F.8(c), F.8(d), F.8(e), F.12 and F.13, and the requirements of the CSFAA and the BCSAP, as applicable:
- (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 or the BCSAP:
- you may be returned to interest-free status for the applicable period;
 - 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
 - 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 or the BCSAP, as applicable.
- (d) **Maximum Number of Weeks of Interest-Free Status:** You are entitled to no more than the maximum number of weeks of interest-free status, as prescribed by the CSFAA or specified under the BCSAP. 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 BCSAP, as applicable.
9. **Conversion of Canada Student Grant to Loan** You acknowledge that all or a portion of your Canada Student Grant(s), may be converted into a Direct Loan if you withdraw from full-time studies within 30 days after the first day of classes or you receive a Canada Student Grant disbursement that exceeds your eligibility for that grant, and 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.
10. **Conversion of BC Student Grant to Loan** You acknowledge that all or a portion of your BC Student Grant(s), may be converted into a BC Student Loan if you withdraw from full-time studies or you receive a BC Student Grant disbursement that exceeds your eligibility for that grant, and will be added to your Outstanding Loan Balance which you agree to repay in accordance with all applicable Terms and Conditions of the MSFAA-BC.

11. Information

(a) **Notification:** You agree to promptly notify Canada and BC of any change to your family status, financial situation or Full-Time Student status, or to information you have provided in your application for Financial Assistance or in this MSFAA.

(b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous Canada or BC Student Loan(s) or Student Grant(s) is accurate and complete.

(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 exchanged with and disclosed to BC, 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 your signature on this agreement, you provide your consent.

(d) **Consent:** For the purposes of assessing your ongoing eligibility for Financial Assistance, administering Financial Assistance and enforcing your obligations under the MSFAA-BC (including the direct deposit of funds and obtaining repayment of money owed under the MSFAA-BC), and administering the BCSAP, you consent to the collection, use and disclosure of your personal information relevant to your BC Student Loan(s) or your BC Student Grant(s), between BC, the BCA, NSLSC, any BC Collection Agent, and any of their respective contractors or agents, each with each other, and with the following: Canada, NSLSC, financial institutions, lenders, educational institutions, financial aid offices, employers, credit bureaus, credit reporting agencies, Native Bands, federal and provincial Crown corporations and federal, provincial and municipal ministries/departments/agencies, including the BC Ministry of Social Development and Social Innovation, the BC Ministry of Children and Family Development, the BC Ministry of Health, the BC Ministry of Justice, the BC Ministry of Finance, the BC Ministry of Advanced Education, the BC Ministry of Education, Private Career Training Institutions Agency, BC Public Service Agency, BC Office of the Superintendent of Motor Vehicles, Insurance Corporation of BC, BC Hydro, BC Assessment Authority, Land Title and Survey Authority of BC, BC Registry Services, WorkSafe BC, BC Vital Statistics Agency, Office of the Superintendent of Bankruptcy Canada, Employment and Social Development Canada, Canada Revenue Agency and Citizenship and Immigration Canada. This consent takes effect when you sign Part D of this MSFAA.

(e) **Authorization:** You authorize any of your current, past or future employers to release to Canada or its contractors or agents, and to BC, the BCA, any BC Collection Agent or their respective contractors or agents, information to locate you including your name, SIN, date of birth, banking information, permanent and alternate address, telephone number, employer, and educational institution address for the purpose of enforcing your obligations pursuant to each of the MSFAA-Canada and MSFAA-BC.

12. Denial, Termination and Immediate Repayment Under Your MSFAA-Canada

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 information or made representation related to your application(s) or other document upon which the Minister takes administrative measures under section 17.1(1) or (2) *CSFAA*, 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.

13. Denial, Termination and Immediate Repayment Under Your MSFAA-BC

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

(b) At any time after your Outstanding Loan Balance becomes delinquent, as per section F.13(a), and if you have not made payment in full of your overdue loan payment referred to in that section, BC may demand immediate payment of your Outstanding Loan Balance in full. If a demand is made under this section, your Outstanding Loan Balance becomes immediately due and payable in full on the day after the demand is made.

(c) At any time after your Outstanding Loan Balance becomes delinquent, as per section F.13(a), or at any time you do not meet the requirements for Financial Assistance under the BCSAP, you may no longer be eligible for Financial Assistance under the BCSAP, including further BC Student Loans or BC Student Grants, assistance under debt management programs or interest-free periods. Nothing in the MSFAA-BC limits the rights of BC to deny or terminate Financial Assistance at any time under the BCSAP. Note that if you become bankrupt or insolvent or take advantage of or are the subject of any bankruptcy or insolvency-related proceeding, you may no longer be eligible for Financial Assistance.

(d) If you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA-BC, and that failure continues without you having made payment in full of the overdue loan payment for NINE (9) consecutive months, and if a demand has not already been made under section F.13(b), your Outstanding Loan Balance becomes immediately due and payable in full on the day thereafter.

(e) Subject to any applicable repayment assistance agreement or agreement to alter payment terms, if you become bankrupt or take advantage of or are the subject of any bankruptcy or insolvency related proceeding, any principal or interest that accrued prior to and during that proceeding and that remain owing 30 days after the Trustee's discharge, are payable immediately. If you fail to pay any accrued principal and interest within 30 days of the Trustee's discharge your Outstanding Loan Balance becomes immediately due and payable in full on the day thereafter.

(f) Upon your Outstanding Loan Balance becoming due and payable in full under section F.13(b), (d) or (e), BC may transfer collection of your Outstanding Loan Balance to any BC Collection Agent.

(g) Nothing in sections F.13(b), (c), (d) or (e) limits BC's right to pursue any remedy or any other action available to BC at law or in equity.

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

15. Miscellaneous

15. Ratification: If you have entered into any Canada or BC Student Loan agreements while you were a minor, by signing this MSFAA, you ratify those agreements.

(b) Previous Outstanding Student Loan Amounts:

(i) You agree that all amounts you owe on previous Canada Direct Loans and BC Student Loans will be administered and paid under the Terms and Conditions of the MSFAA-Canada and the MSFAA-BC, respectively, and that all such amounts are consolidated into and form part of your Outstanding Loan Balance, as applicable.

(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.

(iii) You acknowledge that, except as set out in section F.15(b)(iv), none of the amounts you owe on any guaranteed BC student loans (issued before August 1, 1995) or risk-shared BC student loans (issued between August 1, 1995 and July 31, 2000) will be administered or paid under the Terms and Conditions of the MSFAA-BC, and that no such amounts form any part of your Outstanding Loan Balance.

(iv) You agree that all amounts that you owe on any guaranteed BC student loans or risk-shared BC student loans will be administered and paid under the Terms and Conditions of the MSFAA-BC, and that all such amounts will be consolidated into and form part of your Outstanding Loan Balance, if, at any time before or after entering into this MSFAA, you have defaulted on those loans, they have been assigned to BC and you meet the rehabilitation requirements of the BCSAP.

(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-Canada and the MSFAA-BC 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 and the MSFAA-BC will be governed by the laws of British Columbia.

(f) Limitation Period: You acknowledge that the period for the limitation of actions shall be six years.

(g) Use of Financial Assistance: You acknowledge that the Financial Assistance provided to you under this MSFAA 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 Canada or by BC to collect any amount of your Outstanding Loan Balance owing under this MSFAA, and you agree to pay interest, as per section F.7(c)(ii), before and after default and delinquency. You agree to pay interest before and after judgment.

NOTICE OF COLLECTION OF PERSONAL INFORMATION

Information about you under the control of Canada or BC will be administered in accordance with the *Privacy Act* (Canada), or the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") (BC), as applicable.

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

Administration and enforcement of the CSLP means development and operation of the program, including investigations into allegations of wrongdoing, audits, and policy analysis, research and evaluation. These activities may involve the matching of various sources of data that are under the control of the Government of Canada.

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 form to be considered for the CSLP.

You have the right to the protection of and access to your personal information. It will be retained in Personal Information Bank ESDC PPU 030. Instructions for obtaining this information are outlined in the government publication entitled Info Source, which is available at the following website address: <http://www.infosource.gc.ca>. Info Source may also be accessed on-line at any Service Canada Centre.

Your personal information on this MSFAA-BC, and your personal information subsequently collected from you, by or on behalf of BC, relevant to your BC Student Loan(s) or your BC Student Grant(s), is collected under the authority of section 26(c) and 26(e) of the *FOIPPA* for the purposes of assessing your ongoing eligibility for Financial Assistance, administering Financial Assistance, enforcing your obligations under the MSFAA-BC (including the direct deposit of funds and obtaining repayment of money owed under the MSFAA-BC), administering the BCSAP and for statistical and evaluation purposes. Questions about the collection and use of this information can be directed to the Director, StudentAid BC, Ministry of Advanced, PO Box 9173, Stn Prov Govt, Victoria, BC V8W 9H7 call 1-800-561-1818 (toll-free in Canada/US) or 1-250-387-6100 (outside North America).