

Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia

Notice of collection of personal information - Canada

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

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

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

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

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

Your personal information is administered in accordance with the CSFAA, CSLA, DESDA, *Privacy Act*, and other applicable laws. You have the right to the protection of, access to, and correction of your personal information, which is described in Personal Information Bank – Student Financial Assistance (ESDC PPU 030). Instructions for obtaining this information are outlined in the

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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](#).

Notice of collection of personal information - British Columbia

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

Terms and Conditions

This Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia is comprised of the following parts:

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

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Part A: Part-Time Master Student Financial Assistance Agreements for Canada (Part-Time-MSFAA-Canada)

This Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia is a legal document that outlines your rights and responsibilities related to your Master Student Financial Assistance Agreement for Part-Time Students for Canada (Part-Time-MSFAA-Canada) and MSFAA (PT)-BC. The Part-Time-MSFAA-Canada and the MSFAA (PT)-BC are separate legal contracts. The Part-Time-MSFAA-Canada governs your rights and responsibilities with respect to the Financial Assistance you receive from Canada. The MSFAA (PT)-BC governs your rights and responsibilities with respect to the Financial Assistance you receive from BC.

This Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia 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 Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia will be determined based on a need assessment(s) of your application(s) for Financial Assistance in accordance with federal and provincial legislation and policies. You will be responsible under this Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia for paying your Outstanding Loan Balance (as defined in parts C and D).

You understand that if you do not agree to the Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia, you will not receive Financial Assistance.

By clicking on the “I accept” button at the end of this Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia below you agree to the Terms and Conditions of the Part-Time-MSFAA-Canada and MSFAA (PT)-BC.

Part B: Electronic Funds Transfer

The approved amount of any Financial Assistance (as defined in parts C and D) disbursed under this Part-Time-MSFAA-Canada and this MSFAA (PT)-BC will be electronically deposited into your financial institution account as previously provided, which must be held in your name, solely or jointly. Electronic withdrawals may also be made from this account when payment is triggered, as per section C.5 (d)(iii) of the Part-Time-MSFAA-Canada Terms and Conditions and Part D section 4 (d) (iii) of the MSFAA (PT)-BC Terms and Conditions, subject to your right of revocation, as per section C.5 (e) of the Part-Time-MSFAA-Canada Terms and Conditions and Part D section 4 (e) of the MSFAA (PT)-BC Terms and Conditions. If you fail to provide your financial institution account information, disbursement of your Financial Assistance may be delayed.

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Part C: Part-Time-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 and CSFAR.

“Canada Student Loan” means a Direct Loan made under the CSFAA and CSFAR, or a Student Loan made under the CSFAA and CSFAR or the CSLA and CSLR.

“CSFAA” means the *Canada Student Financial Assistance Act*, as in effect at any given time.

“CSFAR” means the *Canada Student Financial Assistance Regulations*, as in effect at any given time.

“CSLA” means the *Canada Student Loans Act*, as in effect at any given time.

“CSLR” means 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 and CSFAR on or after August 1, 2000.

“Financial Assistance”, when used in the Part-Time-MSFAA-Canada, means Direct Loans, Canada Student Grants, repayment assistance, payment-deferred periods, interest-free periods and any other form of financial assistance provided under the CSFAA and CSFAR, 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 full course load, or
 - ii. who has a Permanent Disability, or a Persistent or Prolonged Disability, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and elects to be considered as a Full-Time Student,
- b. whose primary occupation is the pursuit of studies in those courses, and
- c. who otherwise complies with the requirements of the CSFAA and CSFAR for Full-Time Students.

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

“Month you cease to be a Part-Time Student” means the month in which occurs the earliest of:

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- 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 Part-Time Student Status below; and
- c) the applicable day on which the period during which no amount on account of principal or interest is required to be paid by the borrower is terminated in accordance with section 15 of the CSFAR.

“NSLSC” means the National Student Loans Service Centre, the service provider, which administers parts of the Financial Assistance programs for 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 any 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, or a Persistent or Prolonged Disability, is enrolled in at least 40% and less than 60% of a full-time course load and does not elect to be considered a Full-Time Student;
- b. and who otherwise complies with the requirements of the CSLA and CSLR or the CSFAA and CSFAR.

“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.

“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 and CSFAR or the CSLA and CSLR, prior to August 1, 2000.

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

1. Agreement with Canada

This agreement is between you (“you” or “your”), and His Majesty the King in Right of Canada, as represented by the Minister of Employment and Social Development Canada (“Canada”), made pursuant to the CSFAA and CSFAR and called the Part-Time-MSFAA-Canada.

2. General principles

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

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), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, CSFAR, CSLA, CSLR or (ii) in accordance with sections C.9 (c) and C.9 (d) of this Part-Time-MSFAA-Canada.

4. Amended Terms and Conditions

At any time, and in its sole discretion, Canada may amend the Terms and Conditions of the Part-Time-MSFAA-Canada. Canada will post the amended Part-Time-MSFAA-Canada on the National Student Loans Service Centre (NSLSC) website. Any and all such amendments are effective immediately upon posting. **You agree to review the NSLSC website and the Terms and Conditions of the Part-Time-MSFAA-Canada at least every 90 days in order to be aware of any such amendments that may affect your rights and obligations under the Part-Time-MSFAA-Canada.** If you decide that you do not want to accept the amended Terms and Conditions of the Part-Time-MSFAA-Canada, you must advise Canada of your refusal by contacting the NSLSC in writing at National Student Loans Service Centre, P.O. Box 4030, Mississauga ON, L5A 4M4 within 90 days of the date of posting of the amendments, at which time you may be denied further Financial Assistance, payment-deferred status, or be required to immediately pay all or part of your Outstanding Loan Balance. If you have not so advised Canada and (i) you apply for, or receive, new Financial Assistance or (ii) retain an Outstanding Loan Balance, after the 90 day period following the date of posting of the amended Terms and Conditions of the Part-Time-MSFAA-Canada, it will mean that you accept the amended Terms and Conditions of the Part-Time-MSFAA-Canada.

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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 this Part-Time-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.
- d) **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i. **Principal and Interest:** your Outstanding Loan Balance;
 - ii. **Interest:** As of April 1, 2023, interest will not accrue on your Outstanding Loan Balance. You are responsible for payment of any interest that may have accrued before April 1, 2023;
 - iii. **Payment Trigger Date:** is the first day of the seventh month following the month in which you cease to be a Part-Time or 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 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 or greater period of time up to fourteen and one-half (14½) years as determined by Canada (or the NSLSC on behalf of Canada) further to consultation with you, and provided that the minimum monthly loan payment amount is \$25;
 - vii. **Payment Allocation:** payment amounts may be applied first to any interest and then to principal; and
 - viii. **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period.
- e) **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada to debit your financial institution account as entered or such other financial institution account as authorized in writing to collect your Outstanding Loan Balance as follows:

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

- 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 Part-Time-MSFAA-Canada, and to remit that as payment to Canada.

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

You may revoke your authorization at any time, subject to providing 30 days notice to the NSLSC. You have certain recourse and reimbursement rights if any debit does not comply with the terms of this section. To obtain a sample cancellation form, or for more information on your right to revoke this authorization and your recourse rights to dispute or receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section, you may contact your financial institution or visit the Payments Canada site. 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. Payment-Deferred Periods

Subject to section C.10, and the requirements of the CSFAA and CSFAR:

- a) **Payment-Deferred Period:** No payments on your Outstanding Loan Balance are required to be made 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) **Payment-Deferred Period Ends:** You are required to begin paying your Outstanding Loan Balance on the last day of the seventh month following the month in which you cease to be a Part-Time or Full-Time Student.
- c) **Payment-Deferred 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 and CSFAR:
 - i. you may be returned to payment-deferred status for the period for which your enrolment has been confirmed; and
 - ii. any obligations you have in respect of your Outstanding Loan Balance, up to your confirmation of enrolment, may be suspended for the applicable period.
- d) **Maximum amount:** Student loan borrowers can hold a maximum of \$10,000 (excluding any interest that may have accrued before April 1, 2023) in Outstanding Loan Balance, at any one time.
- e) **Payment-Deferred Period Terminated or Denied:** Termination or denial of a payment-deferred period can result if you do not meet the requirements of Part-Time Student Status or Full-Time Student Status.

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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), except for the Canada Student Grant for Services and Equipment – Students with Disabilities, may be converted into a Part-Time Direct Loan if:

- you no longer qualify 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 based on 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 Part-Time-MSFAA-Canada.

8. Change in Canada Student Loan amount(s)

All or a portion of the Canada Student Loan amounts disbursed to you under the Part-Time-MSFAA-Canada are subject to change based on reassessment of your eligibility. You agree to pay any Canada Student Loan amounts that exceed your eligibility based on reassessment in the amount and manner as directed by Canada. You acknowledge that a reassessment of your eligibility may affect your future eligibility and the type and amount of future Financial Assistance you may receive.

9. Acknowledgement of terms and conditions

- a) **Notification:** You acknowledge you must promptly notify Canada of any change to your name, address, contact information, family status, financial situation or Part-Time Student Status, or to any information you have provided in your application for Financial Assistance or in this Part-Time-MSFAA-Canada. Canada may need to communicate with you for administration, verification, enforcement or compliance purposes. As such, you acknowledge that you must ensure that your contact information is accurate at all times.
- b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous Canada Student Loan(s), Canada Student Grant(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 and CSFAR or CSLA and CSLR, or may be **charged with an offense**, and **prosecuted accordingly**. Any benefits you received or obtained to which there was no entitlement would have to be repaid.
- c) **Acknowledgment and Consent:** You acknowledge that Canada, and any of its contractors or agents, may collect, use, and retain your personal information directly from you, or indirectly from a third party. Your personal information will only be used for the purpose of administering your Financial Assistance under the Part-Time-MSFAA-Canada, and administering and enforcing the CSFAA and CSFAR or CSLA and CSLR.

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

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10. Denial, termination and immediate repayment

You agree that the following events may result in you being denied further Financial Assistance or you being required to immediately pay all or part of your Outstanding Loan Balance:

- a) you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the 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 provided false information or made a 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.
- g) you advise Canada of your refusal to accept amendments to the Terms and Conditions of the Part-Time-MSFAA-Canada made in accordance with section C.4 of the Part-Time-MSFAA-Canada.

11. 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 and CSFAR.

12. 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:**
 - 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.

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- 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:** Subject to the CSFAA and the CSFAR and the CSLA and CSLR and any laws of Canada, the Part-Time-MSFAA-Canada will be governed by the laws of the province for which the Appropriate Authority was designated.
- f) **Limitation Period:** You acknowledge that any actions or proceedings 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 will be done in accordance with sections 16.1 and 16.2 of the CSFAA or sections 19.1 and 19.2 of the CSLA, as applicable.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under the 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, if applicable, before and after default and delinquency. You agree to pay interest before and after judgment, as applicable.

Part D: MSFAA (PT)-BC Terms and Conditions

Definitions

“B.C. Access Grant” means up-front, needs-based financial assistance to low- and middle-income learners studying full- or part-time in eligible programs at B.C. public post-secondary institutions that is non-repayable unless converted to a Conversion Loan under section 6 of the MSFAA (PT)-BC.

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

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

“BCSAP” means the British Columbia Student Assistance Program, as modified from time to time, the requirements of which are posted on [StudentAid BC](#).

“B.C. Student Loan” means a British Columbia student loan made under the BCSAP on or after August 1, 2000 but excluding a Conversion Loan.

“Confirmation of Enrolment” means a process in which a post-secondary institution confirms a

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student's enrolment.

"Conversion Loan" means a B.C. Access Grant that has been converted into a loan pursuant to the BCSAP and section 6 of the MSFAA (PT)-BC.

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

"Full-Time Student" means a student:

- a) who
 - i. is enrolled in a minimum 60 percent full course load; or
 - ii. (A) has a Permanent Disability or a Persistent or Prolonged Disability, (B) is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and (C) elects to be considered as a Full-Time Student; and
- b) who otherwise complies with the requirements of the BCSAP for Full-Time Student status.

"MSFAA" means the Master Student Financial Assistance Agreement for Canada and British Columbia as may be amended from time to time.

"NSLSC" means the National Student Loans Service Centre, which administers parts of the Financial Assistance programs on behalf of B.C.

"Outstanding Loan Balance" means the principal amount of your Conversion Loan outstanding at any time, together with any interest accrued on that amount, and any unpaid non-sufficient funds ("NSF") fees outstanding as of August 1, 2011.

"Part-Time Student" means a student:

- a) who
 - i. is enrolled in a minimum 20 percent and less than 60 percent of a full course load; or
 - ii. (A) has a Permanent Disability or a Persistent or Prolonged Disability, (B) is enrolled in courses that constitute at least 40 percent and less than 60 percent of a full course load and (C) does not elect to be considered as a Full-Time Student; and
- b) who otherwise complies with the requirements of the BCSAP for Part-Time Student status.

"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

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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.

"Terms and Conditions" means the applicable terms and conditions found in Parts A, B, and D, of this Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia, and as may be amended from time to time in accordance with this agreement.

1. Agreement with B.C.

The MSFAA (PT)-BC is made between you ("you" or "your"), and His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Post-Secondary Education and Future Skills and the Minister of Finance (together, referred to as B.C.) and called the Master Student Financial Assistance Agreement for Part-Time Students for British Columbia (MSFAA (PT)-BC), and includes the Terms and Conditions.

2. General principles

Subject to the Terms and Conditions of the MSFAA (PT)-BC, and the requirements of the BCSAP, as applicable, you may be eligible for a B.C. Access Grant (with limits on amount and time). If your B.C. Access Grant is converted to a Conversion Loan under section 6 of the MSFAA (PT)-BC, your Conversion Loan will be administered and repaid under the Terms and Conditions of the MSFAA (PT)-BC. For certainty, notwithstanding anything to the contrary in the MSFAA, your B.C. Access Grant and any Conversion Loan will not form part of any outstanding loan balance you may be obligated to pay under the MSFAA.

3. Amended Terms and Conditions

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

4. Return of money

- a) **Promise to pay:** You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of this MSFAA (PT)-BC.
- b) **Refund of Loan Proceeds:** If your educational institution owes you a refund of tuition fees paid to the educational institution, you authorize your educational institution to refund to B.C., as applicable, any fees that have been paid with the proceeds of your B.C. Access Grant for credit against any Outstanding Loan Balance you may have.

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- c) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty, or bonus.
- d) **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i. **Principal and Interest:** your Outstanding Loan Balance.
 - ii. **Interest on MSFAA (PT)-BC Outstanding Loan Balance:** Interest, if applicable, may be charged on the MSFAA (PT)-BC Outstanding Loan Balance.
 - iii. **Payment Trigger Date:** the date that you must begin repayment is the first day of the seventh month following the month in which you cease to be a Part-Time or Full-Time Student.
 - iv. **Loan Payment Due Date:** is, at the latest, the last day of each month, starting in the month on which the Payment Trigger Date occurs.
 - v. **Loan Payment Amount:** is the monthly payment amount calculated using these payment terms, with a minimum monthly payment of \$25 per month for combined Part-Time-MSFAA-Canada and MSFAA (PT)-BC loan payments.
 - vi. **Amortization Period:** nine and one-half (9½) years or such lesser or greater period of time up to fourteen and one-half (14 ½) years as determined by B.C. (or the NSLSC on behalf of B.C.) further to consultation with you.
 - vii. **Payment Allocation:** The payment amount allocated to the Outstanding Loan Balance under the MSFAA (PT)-BC may be applied first to NSF fees, then to any interest, if applicable, and then to principal.
 - viii. **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period.
- e) **Personal Pre-Authorized Debit:** Unless you otherwise agree in writing, upon the Payment Trigger Date, you authorize B.C. to debit the financial institution account as entered and identified in Part B above (or such other financial institution account as you have advised in writing) to collect your Outstanding Loan Balance as follows:
 - i. You grant your revocable (changeable) authorization to B.C. (including the BCA), and any financial institution which holds such an account, to:
 - A. exchange the financial information necessary to facilitate such personal pre-authorized debits according to the Payments Canada Rule H1; and
 - B. 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 (PT)-BC, and to remit that as payment to B.C.
 - ii. You waive any requirement to receive any pre-notification of personal pre-authorized debits.
 - iii. You may revoke your authorization at any time, subject to providing 30 days' notice to NSLSC. Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates the method of payment.

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- f) **Return of Money to You:** Subject to any right of set-off or deduction, if you have paid \$10 or more in excess of your Outstanding Loan Balance, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.
- g) **Repayment Programs:** There are programs that may help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

5. In-Study Payment-Free Status

- a) **In-Study Payment-Free Status:** Subject to Part D section 5 (c) interest will not accrue on your Conversion Loan and no payments on your Outstanding Loan Balance are required to be made while you are a Part-Time or Full-Time Student.
- b) **In-Study Payment-Free Status Upon Return to Part-Time or Full-Time Studies:** If you return to Part-Time or Full-Time Student status, and you confirm your enrolment as required by the BCSAP, any obligations you have in respect of your Outstanding Loan Balance up to your Confirmation of Enrolment may be suspended for the applicable period.
- c) **Maximum Number of Weeks of In-Study Payment-Free Status:** You are entitled to no more than the maximum number of weeks of in-study payment-free status, as prescribed by the BCSAP. If you return to Part-Time or Full-Time Student status after you have reached the maximum number of weeks, you will not be required to start making payments on your Outstanding Loan Balance until the Payment Trigger Date, but you may not be eligible for certain Financial Assistance.

6. Conversion of B.C. Access Grant to Conversion Loan

You acknowledge that all or a portion of your B.C. Access Grant may be converted into a Conversion Loan if:

- i. you are no longer qualified for enrolment or are no longer enrolled as a Part-Time Student or Full-Time Student, within 30 days after the first day of classes;
- ii. you received the B.C. Access Grant on the basis of providing inaccurate information or of failing to provide relevant information; or,
- iii. the appropriate authority determines that you are not entitled to the B.C. Access Grant based on reassessment.

This Conversion Loan amount will be added to your Outstanding Loan Balance, which you agree to repay in accordance with all applicable Terms and Conditions of the MSFAA (PT)-BC.

7. Change in B.C. Access Grant amount

All or a portion of your B.C. Access Grant amount disbursed to you under the MSFAA (PT)-BC is subject to change and may be converted to a Conversion Loan based on a reassessment of your eligibility. You agree to pay any Financial Assistance amounts that are in excess of your eligibility based on reassessment in the amount and manner as directed by B.C. You acknowledge that a

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reassessment of your eligibility may affect your future eligibility and the type and amount of future Financial Assistance you may receive.

8. Acknowledgement of Terms and Conditions

- a) **Notification:** You agree to promptly notify B.C. of any change to your name, mailing address, contact information (including email address), financial assistance account number, marital or family status, financial situation, or Part-Time Student status, or to information you have provided in your application for Financial Assistance or in this MSFAA (PT)-BC.
- b) **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous B.C. Student Loan(s) or B.C. Access Grant(s) is accurate and complete.
- c) **Acknowledgment and Consent:**
 1. Collection. You acknowledge that BC and any of its contractors or agents, may collect, use, and retain your personal information directly from you or indirectly from a third party, including any third parties identified in subparagraph 3.
 2. Use. The collection, use, exchange, and disclosure of your personal information will be undertaken for the purposes of assessing your ongoing eligibility for Financial Assistance, administering Financial Assistance and enforcing your obligations under the MSFAA (PT)-BC (including the direct deposit of funds and obtaining repayment of money owed under the MSFAA (PT)-BC), and administering the BCSAP.
 3. Disclosure. Your personal information may be exchanged with and disclosed to B.C. and any of the following: the BCA, NSLSC, any B.C. Collection Agent, and any of their respective contractors or agents, each with each other, and with the following: Canada, NSLSC, financial institutions, lenders, educational institutions, financial aid offices, employers, credit bureaus, credit reporting agencies, Aboriginal governments, federal and provincial Crown corporations and federal, provincial and municipal ministries/departments/agencies, including the BC Ministry of Social Development and Poverty Reduction, the BC Ministry of Children and Family Development, the BC Ministry of Health, the BC Ministry of Attorney General, the BC Ministry of Finance, the BC Ministry of Post-Secondary Education and Future Skills, the BC Ministry of Education, the BC Ministry of Mental Health and Addictions, the BC Public Service Agency, BC Office of the Superintendent of Motor Vehicles, Insurance Corporation of BC (and Service BC acting in the role of ICBC), BC Hydro, BC Assessment Authority, Land Title and Survey Authority of BC, BC Registry Services, WorkSafe BC, BC Vital Statistics Agency, Office of the Superintendent of Bankruptcy Canada, Employment and Social Development Canada, Canada Revenue Agency and Immigration, Refugees and Citizenship Canada.
 4. Consent. You consent to the direct or indirect collection, use, retention and disclosure of your personal information, by clicking the “I accept” button at the end of this Master Student Financial Assistance Agreement for Part-Time Students for Canada and British Columbia.

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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, and to B.C., the BCA, any B.C. Collection Agent or their respective contractors or agents, information to locate you including your name, SIN, date of birth, banking information, permanent and alternate address, telephone number, employer, and educational institution address for the purpose of enforcing your obligations pursuant to the MSFAA (PT)-BC.

9. Denial, Termination, and Immediate Repayment

- a) You agree that upon the happening of any of the following events, B.C. may, at its option, demand repayment of the Outstanding Loan Balance which shall be immediately due and payable:
- i. You fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA (PT)-BC, and that failure continues for two (2) consecutive months;
 - ii. You unequivocally refuse to pay your Outstanding Loan Balance;
 - iii. You become bankrupt or an insolvent person within the meaning of the *Bankruptcy and Insolvency Act (Canada)*;
 - iv. You are found guilty of an offence under any Act of Parliament or the British Columbia Legislature by reason of your conduct in obtaining or repaying Financial Assistance under the Part-Time-MSFAA-Canada and the MSFAA (PT)-BC;
 - v. You knowingly provide false information or made a misrepresentation related to your application(s) for Financial Assistance

You further acknowledge that upon the happening of any event referred to in this section (a), you may be denied further Financial Assistance or your in-study payment-free status may be revoked.

- b) Upon your Outstanding Loan Balance becoming due and payable in full under section (a), B.C. may transfer collection of your Outstanding Loan Balance to any B.C. Collection Agent.
- c) Nothing in Part D section 9 (a) (i) – (v) limits B.C.'s right to pursue any remedy or other action available to B.C. at law or in equity for collection of your Outstanding Loan Balance.

10. Survival

The MSFAA (PT)-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 BCSAP.

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11. Miscellaneous

- a) **Ratification:** If you have entered into any B.C. Student Loan agreements while you were a minor, by accepting the MSFAA (PT)-BC, you ratify those agreements.
- b) **Previous Outstanding Student Loan Amounts:**
 - i. You agree that all amounts you owe on previous Conversion Loans will be administered and paid under the Terms and Conditions of the MSFAA (PT)-BC, 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 B.C. Student Loans made to you as a Full-Time Student will be administered or paid under the Terms and Conditions of the MSFAA (PT)-BC, 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 a B.C. Access Grant, funding may be disbursed to you under this MSFAA (PT)-BC or you may be required to enter into a new MSFAA (PT)-BC.
- d) **Death:** All your rights and obligations under this MSFAA (PT)-BC in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Governing Law:** Subject to the *Canada Student Financial Assistance Act* (CSFAA) and the *Canada Student Loans Act* (CSLA), and any laws of Canada, the Part-Time-MSFAA-Canada and the MSFAA (PT)-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 the MSFAA (PT)-BC is for the purpose of providing necessities for your education and maintenance.
- h) **Severability:** Any provision that becomes void or unenforceable will be severed from the MSFAA (PT)-BC, and the validity and enforceability of all other provisions will not be affected.
- i) **Interest and Costs:** You agree to pay all legal fees and disbursements incurred by B.C. to collect any amount of your Outstanding Loan Balance owing under the MSFAA (PT)-BC and you agree to pay interest, if applicable, before and after default and delinquency. You agree to pay interest before and after judgment, as applicable.