

Master Student Financial Assistance Agreement for Canada and Ontario

Notice of collection of personal information

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

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

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

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

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

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

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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](#).

Terms and Conditions

This MSFAA is comprised of:

- Part A: Master Student Financial Assistance Agreements for Canada and Ontario, which provides an overview of what the MSFAA is;
- Part B: Electronic funds transfer, where you provide consent for the funds to be transferred electronically;
- Part C: MSFAA-Canada Terms and Conditions, which outlines your responsibilities regarding your Canada Student Loan, including your repayment terms; and
- Part D: MSFAA-Ontario Terms and Conditions, which outlines your responsibilities regarding your Ontario Student Loan, including your repayment terms.

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

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

This MSFAA does not specify the actual amount(s) that will be disbursed to you or the amount(s) you will be required to repay. The amount(s) that will be disbursed to you under this MSFAA will be determined based on a needs assessment(s) of your application(s) for Financial Assistance in accordance with federal and provincial legislation and policies. You will be responsible under this MSFAA for paying your Outstanding Loan Balance (as defined in parts C and D).

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

By clicking on the “I accept” button at the end of this MSFAA below you agree to the Terms and Conditions of each of the MSFAA-Canada and MSFAA-Ontario.

Part B: Electronic funds transfer

The approved amounts of any Financial Assistance (as defined in part C and section D.2) disbursed under this MSFAA-Canada and this MSFAA-Ontario will be electronically deposited into your financial institution account as previously provided, which must be held in your name, solely or jointly.

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Electronic withdrawals may also be made from this financial institution account when your payments are triggered, as per section C.5 (d) (iii) and D.8 (b) of the MSFAA Terms and Conditions subject to your right of revocation, as per section C.5 (e) and section D.8 (j) of the MSFAA Terms and Conditions. If you fail to provide your financial institution account information, disbursement of Financial Assistance to you under the MSFAA may be delayed.

Part C: MSFAA-Canada Terms and Conditions

Definitions:

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

“Canada Student Grant” means a grant made under the CSFAA.

“Canada Student Loan” means a Direct Loan made under the CSFAA or a Student Loan made under the CSFAA or the *CSLA*.

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

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

“Direct Loan” means any loan made by Canada under section 6.1 of the CSFAA on or after August 1, 2000.

“Financial Assistance” means Direct Loans, Canada Student Grants, repayment assistance, interest-free periods and any other form of financial assistance provided under the CSFAA, directly or indirectly to you.

“Full-Time Student” is a student with a Full-Time Student Status.

“Full-Time Student Status” is maintained for a person:

- a. :
 - i. who is enrolled in a minimum 60 percent full course load; or
 - ii. who has a Permanent Disability, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and applies to be considered as a Full-Time Student; or
 - iii. who has a Persistent or Prolonged Disability, is enrolled in courses that constitute between 40 percent and 60 percent of a full course load and applies to be considered as a Full-Time Student for a period of study beginning on August 1st, 2022, or later;
- b. whose primary occupation is the pursuit of studies in those courses; and
- c. who otherwise complies with the requirements of the CSFAA for Full-Time Students.

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

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

- a) the last day of the last confirmed period of studies;
- b) the last day of the month in which the borrower no longer meets the applicable minimum percentage referred to in the definition of Full-Time Student; and
- c) the applicable day, other than the applicable day referred to in paragraph 15(1)(j) of the CSFAA, on which the borrower’s interest-free period is terminated in accordance with section 15 of the CSFAA.

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

“**Outstanding Loan Balance**” means the principal amount of your full-time Direct Loans outstanding at any time, including any Canada Student Grant amount(s) converted to a Direct Loan, together with all interest on those amounts.

“**Permanent Disability**” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – that restricts the ability of a person to perform the daily activities necessary to pursue studies at a post-secondary school level or to participate in the labour force and that is expected to remain with the person for the person’s expected life.

“**Persistent or Prolonged Disability**” means any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment – or a functional limitation – that restricts the ability of a person to perform the daily activities necessary to pursue studies at a post-secondary school level or to participate in the labour force and has lasted, or is expected to last, for a period of at least 12 months, but is not expected to remain with the person for the person’s expected life.

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

“**Student Loan**” when used in the MSFAA-Canada and in the definition of Canada Student Loan, means any loan made to you by a Lender under the CSFAA or the CSLA, prior to August 1, 2000.

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

1. Agreement with Canada

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

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2. General principles

Subject to the Terms and Conditions of this MSFAA-Canada and the requirements of the CSFAA, you may be eligible for Financial Assistance with limits on amount and time and you are not required to make payments nor will interest accrue on the principal amount of your Outstanding Loan Balance while you are a Full-Time Student and during the six months following the Month you cease to be a Full-Time Student.

3. Authorization

Where required by law, you authorize Canada to collect, use and disclose information related to any of your Canada Student Loan(s) or Student Grant(s), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, CSLA, or (ii) in accordance with sections C.9 (c) and C.9 (d) of this MSFAA-Canada.

4. Ratification of Terms and Conditions

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

5. Return of money

- a) **Promise to pay:** You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of the MSFAA-Canada.
- b) **Refund of Loan Proceeds:** You authorize your educational institution to refund to Canada any fees that have been paid with the proceeds of your Canada Student Loan or Canada Student Grant for credit against any Outstanding Loan Balance you may have.
- c) **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus.
- d) **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i. **Principal and Interest:** your Outstanding Loan Balance;
 - ii. **Interest Rate:** simple interest will accrue on the principal amount of your Outstanding Loan Balance at a floating rate equal to the Prime Rate, accruing daily and calculated monthly, unless you enter into an agreement with a fixed interest rate equal to the Prime Rate plus 2.0%;
 - iii. **Payment Trigger Date:** is the first day of the seventh month following the month in which you cease to be a Full-Time Student;
 - iv. **Loan Payment Due Date:** is, at the latest, the last day of each month, starting on the seventh month following the month in which you cease to be a Full-Time Student;
 - v. **Loan Payment Amount:** is the monthly payment amount calculated using these payment terms (minimum monthly payment of \$25 per month for combined MSFAA-Canada and MSFAA-Ontario loan payments);

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- vi. **Amortization Period:** nine and one-half (9½) years or such lesser period of time as is required to support a minimum combined MSFAA-Canada and MSFAA-Ontario monthly loan payment amount of \$25;
 - vii. **Payment Allocation:** payment amounts under the MSFAA-Canada will be allocated proportionately to the Outstanding Loan Balance of each of the MSFAA-Canada and the MSFAA-Ontario. The payment amount allocated to the Outstanding Loan Balance under the MSFAA-Canada may be applied first to interest and then to principal;
 - viii. **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period; and
 - ix. **Prime Rate Variance:** if the Prime Rate changes significantly it may result in: (1) your loan being paid in full early; (2) the lengthening of your Amortization Period [to a maximum of fourteen and one-half (14½) years]; or (3) you being required to pay a Final Lump Sum Payment.
- e) **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada to debit 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) authorization to Canada, and any financial institution which holds such an account, to:

- i. exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Payments Canada Rule H1; and
- ii. debit the financial institution account on each Loan Payment Due Date, for the Loan Payment Amount in accordance with the payment terms of the MSFAA-Canada, and to remit that as payment to Canada.

You waive any requirement to receive any pre-notification of Personal Pre-Authorized Debits. You may revoke your authorization at any time, subject to providing 30 days' notice to the NSLSC. You have certain recourse and reimbursement rights if any debit does not comply with the terms of this section. To obtain a sample cancellation form, or for more information on your right to revoke this authorization and your recourse rights to dispute or receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section, you may contact your financial institution or visit [Payments Canada](#). Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates this method of payment.

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

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6. Interest-free period

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

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

7. Conversion of Canada Student Grant to loan

You acknowledge that all or a portion of your Canada Student Grant(s), with the exception of the Canada Student Grant for Services and Equipment for Students with Permanent Disabilities, may be converted into a Direct Loan if:

- you are no longer qualified for enrolment or are no longer enrolled as a Full-Time Student within 30 days after the first day of classes;
- you received the grant on the basis of providing inaccurate information or of failing to provide relevant information; or,
- the Appropriate Authority determines that you are not entitled to the grant based on reassessment.

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

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Note: Beginning on August 1st, 2022, the “Canada Student Grant for Services and Equipment for Students with Permanent Disabilities” will become the “Canada Student Grant for Services and Equipment – Students with Disabilities”. Therefore, beginning on August 1st, 2022, the “Canada Student Grant for Services and Equipment for Students with Permanent Disabilities” is replaced by the “Canada Student Grant for Services and Equipment – Students with Disabilities” in this section.

8. Change in Canada Student Loan amount(s)

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

9. Acknowledgement of Terms and Conditions

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

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

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Your personal information may also be used and/or disclosed for the purposes of policy analysis, research, and/or evaluation purposes. Your personal information may also be disclosed to Statistics Canada for statistical and research purposes. However, these additional uses and/or disclosures of your personal information will never result in an administrative decision being made about you. Where your consent is required by law to permit the direct or indirect collection, retention, use or disclosure of personal information, by clicking on the “I accept” button at the end of this MSFAA you provide your consent.

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

10. Denial, termination and immediate repayment

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

- a) you fail to make a regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA-Canada, and that failure continues for two consecutive months;
- b) you fail to make any regularly scheduled loan payment(s) by the Loan Payment(s) Due Date in accordance with the payment terms of the MSFAA-Canada, and Canada demands that you make the payment(s) and you demonstrably and unequivocally refuse to do so;
- c) you file for or have filed against you any bankruptcy-related proceeding;
- d) you seek relief under a provincial law relating to the orderly payment of debts that includes a Canada Student Loan;
- e) you are found guilty of an offence under any Act of Parliament by reason of your conduct in obtaining or repaying a Student Loan or Financial Assistance; or
- f) you knowingly provided false information or made a misrepresentation, including by omission, related to your application(s) for student financial assistance or other document upon which Canada takes administrative measures under section 17.1(1) or (2) of the CSFAA, and you agree to immediately repay the outstanding amount of your Canada Student Loan(s) and Canada Student Grant(s) obtained on false or misleading information, including by omission.

11. Survival

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

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12. Miscellaneous

- a) **Ratification:** If you have entered into any Canada Student Loan agreements while you were a minor, by accepting the MSFAA-Canada, you ratify those agreements;
- b) **Previous Outstanding Student Loan Amounts:**
 - i. You agree that all amounts you owe on previous Direct Loans will be administered and paid under the Terms and Conditions of the MSFAA-Canada and that all such amounts are consolidated into and form part of your Outstanding Loan Balance;
 - ii. You acknowledge that none of the amounts you owe on any Student Loan will be administered or paid under the Terms and Conditions of the MSFAA-Canada, and that no such amounts form any part of your Outstanding Loan Balance.
- c) **Further Funding:** If you return to Full-Time Student Status after the Payment Trigger Date, and you apply for Financial Assistance, funding may be disbursed to you under the MSFAA-Canada or you may be required to enter into a new MSFAA.
- d) **Death:** All your rights and obligations under the MSFAA-Canada in respect of your Outstanding Loan Balance will terminate upon your death.
- e) **Governing Law:** Subject to the CSFAA and the CSLA and any laws of Canada, the MSFAA-Canada will be governed by the laws of Ontario.
- f) **Limitation Period:** You acknowledge that no action or proceedings shall be taken to recover money owing under a Canada Student Loan more than six years after the day on which the money becomes due and payable.
- g) **Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under the MSFAA-Canada is for the purpose of providing necessities for your education and maintenance.
- h) **Severability:** Any provision that becomes void or unenforceable will be severed from the MSFAA-Canada, and the validity and enforceability of all other provisions will not be affected.
- i) **Interest and Costs:** You agree to pay all legal fees and disbursements incurred by Canada to collect any amount of your Outstanding Loan Balance owing under the MSFAA-Canada and you agree to pay interest, as per section C.5 (d)(ii), before and after default and delinquency. You agree to pay interest before and after judgment.

Part D: MSFAA-Ontario Terms and Conditions

1. Parties to Agreement

This MSFAA-Ontario is made between you (“you” or “your”), as identified in Part A, and Her Majesty the Queen in right of Ontario, as represented by the Minister of Colleges and Universities.

2. Definitions

“**Approved Institution**” means an institution approved for the purposes of Ontario Student Grants and Ontario Student Loans under the *Ministry of Training, Colleges, and Universities Act (MTCUA)*.

“**Approved Program of Study**” means a program of study approved for the purposes of Ontario Student Grants and Ontario Student Loans under the *MTCUA*.

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“Expected Contributors” means one or more individuals, such as a parent or a spouse, that are expected to contribute toward your education costs under the *MTCUA*.

“Financial Assistance” means Ontario Student Grant, Ontario Student Loan, interest-free periods and any other assistance provided under the *MTCUA*, directly or indirectly to you.

“Interest-Free Period” means the period of time that no interest on your Outstanding Loan Balance accrues to you.

“Interest-Free Status” means you are eligible for the Interest-Free Period.

“Minimum Required Course Load” means the minimum required course load for the purposes of Ontario Student Grants and Ontario Student Loans under the *MTCUA*.

“Minister” means the Minister of Colleges and Universities, or any other Minister responsible for the administration of the *MTCUA*.

“MTCUA” means the *Ministry of Training, Colleges, and Universities Act and Regulations* made under the Act, as amended from time to time.

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

“Ontario” means Her Majesty the Queen in right of Ontario, as represented by the Minister of Colleges and Universities.

“Ontario Student Grant” means a grant made by Ontario to you under O. Reg. 70/17 (Ontario Student Grants and Ontario Student Loans) made under the *MTCUA* for a Study Period that commences on or after August 1, 2017.

“Ontario Student Loan” means a loan made by Ontario to you under the *MTCUA* on or after the date of this MSFAA-Ontario, excluding micro-credential student loans made by Ontario to you under O. Reg. 768/20 (Ontario Student Grants and Ontario Student Loans for Micro-credentials) made under the *MTCUA*.

“Outstanding Loan Balance” means the principal amount of your Ontario Student Loans outstanding at any time on or after the date of this MSFAA-Ontario and includes Ontario Student Grants that are converted into Ontario Student Loans together with all interest owing on this amount.

“Payment Trigger Date” means the date on which you must begin repayment of your Outstanding Loan Balance.

“Prime Rate” with respect to a rate of interest means the average variable reference rates of interest for a month as determined by each of the Bank of Montreal, the Bank of Nova Scotia, the Canadian Imperial Bank of Commerce, the Royal Bank of Canada and the Toronto Dominion Bank as their rate for Canadian dollar consumer demand loans and calculated without reference to the highest and lowest of these five rates and by averaging the remaining three rates.

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“**Qualifying Student**” means a qualifying student defined under O. Reg. 70/17 (Ontario Student Grants and Ontario Student Loans) made under the *MTCUA*, as amended from time to time.

“**Study Period**” means the period of study of a program approved under the *MTCUA* that the educational institution considers to be the normal school year for that particular program, for academic purposes. The Study Period may include one or more academic terms.

3. Consideration

In consideration of Ontario providing Financial Assistance under this agreement and by accepting, you agree to the terms and conditions of this MSFAA-Ontario.

4. Terms and Conditions of Agreement

The terms and conditions of this MSFAA-Ontario are set out in Parts A, B, C, and D, and the *MTCUA*. If there is any uncertainty, dispute, or conflict between the terms and conditions in Parts A, B, C, and D, and those in the *MTCUA*, the *MTCUA* prevails.

5. Changes in Terms and Conditions

- a) The terms and conditions of this MSFAA-Ontario may be amended by Ontario posting the amendments on the Ministry of Colleges and Universities website.
- b) If the terms and conditions of this MSFAA-Ontario are amended, the amended MSFAA-Ontario shall apply to any Financial Assistance provided to you for a Study Period commencing on or after the August 1 that is immediately after the posting referred to in paragraph (a).
- c) The terms and conditions in effect at the time any Financial Assistance was provided to you under the *MTCUA* before the date such amendments came into effect will continue to apply to such Financial Assistance.
- d) You are responsible for reviewing the most current terms and conditions of this MSFAA-Ontario each time you apply for an Ontario Student Grant or an Ontario Student Loan.

6. Ratification of Terms and Conditions

Your acceptance of any Financial Assistance made under the MSFAA-Ontario will ratify your continuing acceptance of all terms and conditions, including any amended terms and conditions posted in accordance with Part D, section 5 (a) in place at the time that you accept such Financial Assistance.

7. Refund of Loan Proceeds

If your educational institution owes you a refund of tuition fees paid to the educational institution, Ontario may instruct the institution to refund to Ontario any portion of such fees that have been paid with the proceeds of your Ontario Student Grant or Ontario Student Loan for credit against your Outstanding Loan Balance, if any, or any amount owing as a result of a reassessment described in Part D, section 9.

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8. Repayment Terms

You will owe and, except as may be varied by Ontario or unless you enter into an agreement with Ontario to amend payment terms, you unconditionally promise to pay Ontario, through the NSLSC or as otherwise directed by Ontario, your Outstanding Loan Balance according to the standard payment terms, which are as follows:

- a) **Interest Rate:** simple interest will accrue on the principal amount of your Outstanding Loan Balance at a floating rate equal to the Prime Rate plus 1.0%, accruing daily and calculated monthly;
- b) **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 Qualifying Student or such later date determined under the *MTCUA*;
- c) **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;
- d) **Loan Payment Amount:** is the monthly payment amount calculated using these payment terms, with a minimum monthly payment of \$25 per month for a combined MSFAA-Canada and MSFAA-Ontario Loan Payment Amount;
- e) **Amortization Period:** is nine and one-half (9½) years or such other lesser or greater period of time up to fourteen and half (14½) years as determined by Ontario (or the NSLSC on behalf of Ontario) in consultation with you;
- f) **Payment Allocation:** payment amounts under this MSFAA-Ontario will be applied first to interest and then to principal;
- g) **Final Lump Sum Payment:** any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period;
- h) **Prime Rate Variance:** if the Prime Rate changes significantly it may result in: (1) your loan being paid in full early; (2) the lengthening of your Amortization Period; or (3) you being required to pay a Final Lump Sum Payment;
- i) **Interest up to Payment Trigger Date:** the interest on any Ontario Student Loan or any Ontario Student Grant converted into Ontario Student Loan made to you will start to accrue on the principal amount of your Outstanding Loan Balance on the first day of the month immediately following the month in which you cease to be a Qualifying Student;
- j) **Automatic Debit:** unless you have otherwise agreed in writing to another payment method acceptable to Ontario, in accordance with the *MTCUA* upon the Payment Trigger Date, Ontario (or the NSLSC on behalf of Ontario) without notice to you, will debit the account you have identified in Part C above (or such other financial institution account that you have subsequently identified in writing to Ontario or the NSLSC);
- k) **Return of Money to You:** subject to any Ontario right of set-off, if it is determined that you have overpaid any amount after you have paid your Outstanding Loan Balance in full, you will be issued a refund;
- l) **Early Payment:** subject to the Loan Payment Amount being paid monthly as required, you may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus;

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- m) **Repayment Programs:** there may be programs that can help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements.

9. Change in Ontario Student Grant or Ontario Student Loan Amount(s)

If the amount of your Ontario Student Grant or Ontario Student Loan for any period during the term of this MSFAA-Ontario is reassessed because of a change in your status resulting from a correction, update, verification, or audit, it may affect your future eligibility and the type and amount of future Financial Assistance you may receive. If you have received Financial Assistance in excess of the reassessed amount, you will repay all or part of such excess Financial Assistance in a manner as directed by Ontario.

10. Interest-Free Period Subject to the *MTCUA*

- a) **Interest-Free Period:** Interest will not accrue to you on the principal amount of your Outstanding Loan Balance while you are a Qualifying Student.
- b) **Interest-Free Period Ends:** Interest will start to accrue to you on the principal amount of your Outstanding Loan Balance on the first day of the month immediately following the month in which you cease to be a Qualifying Student.
- c) **Interest-Free Period Upon Return to Full-Time Studies:** If you return to Qualifying Student status, and you confirm your enrolment as required by the *MTCUA*:
- you will 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 will be suspended for the applicable period; and
 - you will not be required to make payments nor will interest accrue to you on the principal amount of your Outstanding Loan Balance while you remain a Qualifying Student and to the end of the Interest-Free Period as specified in Part D, section 10 (b).
- 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 prescribed by the *MTCUA*. If you return to Qualifying Student status after you have reached the maximum number of weeks, interest will accrue to you, but you will not be required to start making payments on your Outstanding Loan Balance until the Payment Trigger Date.
- e) **Interest-Free Period Terminated or Denied:** If you do not meet the requirements for an Interest-Free Period under the *MTCUA*, or your Interest-Free Period is terminated, interest will accrue to you on your Outstanding Loan Balance even if you are in full-time studies.

11. Conversion of Ontario Student Grant into an Ontario Student Loan

You acknowledge that all or a portion of your Ontario Student Grant(s) may be converted into an Ontario Student Loan, on a date determined under the *MTCUA* if:

- a) you cease to be enrolled in an Approved Program of Study at an Approved Institution or cease taking the Minimum Required Course Load within thirty days following the first day of your Study Period;

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- b) your circumstances or the circumstances of your Expected Contributors change resulting in a determination that you are no longer eligible to receive an Ontario Student Grant or you are not entitled to the amount of the grant issued previously to you; or
- c) the Minister cannot, to his or her satisfaction, verify with the Canada Revenue Agency or through other means the financial information reported by you or your Expected Contributors.

12. Information

- a) **Certification:** You certify that all information provided in your application(s) for Financial Assistance and in relation to this MSFAA-Ontario is true and complete to the best of your knowledge.
- b) **Notification of Change in Information:** During any Study Period for which you have received an Ontario Student Grant or Ontario Student Loan, you will promptly notify Ontario of any material change in your circumstances in accordance with the *MTCUA*. Material changes include any change to your family status, financial situation or Qualifying Student status, or to information you have provided in your application(s) for Financial Assistance under this MSFAA-Ontario. During any other period during the term of this MSFAA-Ontario, you will promptly notify the NSLSC or as otherwise directed by Ontario, directly or through your educational institution if you are a Qualifying Student at the time the change occurred, of any change to your name, address, and/or to your banking information as provided.
- c) **Authorization for Collection, Use and Disclosure of Information:** Ontario and any of its contractors, agents, or other authorized third party administrators will collect (directly and indirectly), use, and disclose personal information about you if necessary for the purpose of administering your Financial Assistance under the MSFAA-Canada and the MSFAA-Ontario. You understand and agree that this includes personal information you provide on your application(s) for Financial Assistance, this MSFAA-Ontario, and any other grants, loans and awards granted under the *MTCUA*, as well as any personal information relevant to you and your Canada Student Loan(s) or your Canada Student Grant(s) provided to Canada or its contractors, agents, or other authorized third party administrators including the NSLSC. You also understand and agree that this includes personal information from any other source including financial institutions, lenders, educational institutions, employers, credit bureaus and Canada Revenue Agency, if it is relevant to the administration of your Financial Assistance. Ontario may also exchange personal information collected from any source with the Minister of Employment and Social Development, the NSLSC, any financial institution, any educational institution you have attended, any lenders holding any Ontario Student Loans issued to you before August 1, 2001, and any lenders holding any Canada Student Loans issued to you before August 1, 2000, but solely for the purposes of the administration or enforcement of the CSFAA and the *MTCUA*.
- d) Personal information about you under the control of Ontario will be administered in accordance with the *Freedom of Information and Protection of Privacy Act* (Ontario).

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13. Denial, Termination and Immediate Repayment

The following events may result in you being denied further Financial Assistance under this MSFAA-Ontario, or you being required to immediately pay all or part of your Outstanding Loan Balance:

- a) you fail to make three regularly scheduled loan payments by the Loan Payment Due Date in accordance with the payment terms of this MSFAA-Ontario;
- b) you unequivocally refuse to repay your Outstanding Loan Balance;
- c) you became bankrupt within the meaning of the *Bankruptcy and Insolvency Act (Canada)* or entered into a recognized arrangement for debt settlement as defined in the *MTCUA*;
- d) you are found guilty of an offence under any Act of Parliament or the Ontario Legislature by reason of your conduct in obtaining or repaying Financial Assistance under the MSFAA-Canada or MSFAA-Ontario.

14. Survival

This MSFAA-Ontario will remain in force notwithstanding your entering into or fulfillment of an agreement to alter payment terms or the full payment by you of your Outstanding Loan Balance, subject to the *MTCUA*.

15. When Additional Agreement Required

- a) Subject to paragraphs (b) and (c) below, this MSFAA-Ontario applies to all Financial Assistance granted to you for a Study Period commencing on or after August 1, 2017.
- b) If you have not been a Qualifying Student for more than 2 (two) consecutive years, you will be required to enter into a new MSFAA-Ontario with respect to any further Financial Assistance granted to you.
- c) For greater certainty, an MSFAA-Ontario in force at the time you enter into a subsequent MSFAA-Ontario pursuant to paragraph (b) above, will continue to apply to all Financial Assistance granted to you before such subsequent MSFAA-Ontario.

16. Miscellaneous

- a) **Death:** All your rights and obligations under this MSFAA-Ontario in respect of your Outstanding Loan Balance will terminate upon your death.
- b) **Governing Law:** The MSFAA-Ontario is governed by the laws of Ontario and the applicable laws of Canada.
- c) **Limitation Period:** Under the *Limitations Act, 2002 (Ontario)*, there is no limitation of actions to recover money owing in respect of student loans, awards or grants made under the *MTCUA*.
- d) **Severability:** Any provision that becomes void or unenforceable will be severed from this MSFAA-Ontario, and the validity and enforceability of all other provisions will not be affected.
- e) **Interest and Costs:** You will pay all legal fees and disbursements incurred by Ontario to collect any amount of your Outstanding Loan Balance owing under this MSFAA-Ontario, and you will pay interest, in accordance with Part D, section 8, before and after default.