

# 2019 Ontario MSFAA (Revised as of November 2019)

## Notice of collection of personal information

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

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

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

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

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

Your personal information is administered in accordance with the CSFAA, the CSLA, the *Department of Employment and Social Development Act*, the *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 ESDC PPU 030. Instructions for obtaining this information are outlined in the government publication entitled, [Info Source](#). Info Source may also be accessed online at any Service Canada Centre.

You have the right to file a complaint with the Privacy Commissioner of Canada regarding the institution's handling of your personal information: [File a formal privacy complaint](#).

## Terms and conditions

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

The MSFAA-Canada and the MSFAA-Ontario are separate legal contracts that define your rights and responsibilities under the agreements. This document is comprised of the following parts:

- Part A: Master Student Financial Assistance Agreements for Canada and Ontario
- Part B: Electronic Funds Transfer
- Part C: MSFAA-Canada Terms and Conditions
- Part D: MSFAA-Ontario Terms and Conditions

This MSFAA is a legal document that outlines your responsibilities related to your MSFAA-Canada and MSFAA-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.

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

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.

**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 sections C and D.2) disbursed under the MSFAA-Canada and the MSFAA-Ontario will be electronically deposited into your bank account as previously provided, which must be held in your name, solely or jointly. Electronic withdrawals may also be made from this bank account when your payments are triggered, as per section C.5 (f) and section D.8 (j). If you fail to provide your bank account information, disbursement of Financial Assistance to you under the MSFAAs will be delayed.

## Part C: MSFAA-Canada terms and conditions

### Definitions:

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

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

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

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

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

“**Financial Assistance**” 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**” status is maintained for a person,

- a. Options:
  - 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;
- b. whose primary occupation is the pursuit of studies in those courses; and
- c. who otherwise complies with the requirements of the *CSFAA*.

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

“**Outstanding Loan Balance**” means the principal amount of your 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.

“**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**” means any loan made to you by a lender under the *CSFAA* or the *CSLA*, prior to August 1, 2000.

“**Terms and Conditions**” when used in the MSFAA-Canada, means the applicable terms and conditions found in Parts A, B, C, and D of this MSFAA, and as may be amended from time to time. When used in the MSFAA-Ontario, means the applicable terms and conditions found in Parts A, B, C, and D, of this MSFAA, and as may be amended from time to time. Note that certain terms and conditions contained in this

MSFAA will only form part of your MSFAA-Canada or only form part of your MSFAA-Ontario, respectively.

## 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 Master Student Financial Assistance Agreement for Canada (“MSFAA-Canada”).

## 2. General principles

Subject to the Terms and Conditions of the MSFAA-Canada and the requirements of the *CSFAA*, you: (1) may be eligible for Financial Assistance (with limits on amount and time); and (2) are not required to make payments nor will interest accrue on the principal amount of your Outstanding Loan Balance while you are a Full-Time Student.

## 3. Consideration

In consideration of Canada providing you with Financial Assistance, and by clicking on the “I accept” button at the end of this MSFAA-Canada, you agree to the Terms and Conditions 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 disbursement 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, as applicable, any fees that have been paid with the proceeds of your Canada Student Loan or 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, with a minimum monthly payment of \$25 per month for combined MSFAA-Canada and MSFAA-Ontario loan payments
- vi. **Amortization period:** nine and one-half (9½) years or such lesser period of time as is required to support a minimum combined monthly loan payment amount of \$25
- vii. **Payment allocation:** payment amounts under the MSFAA-Canada will be allocated proportionately to the Outstanding Loan Balance under the MSFAA-Canada. 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. **Interest up to payment trigger date:** Unless you pay the interest that accrues between the end of your Full-Time Student status and the Payment Trigger Date, that interest will be added to the principal amount of your Outstanding Loan Balance
- f. **Personal pre-authorized debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada to debit the bank account as entered, (or such other bank account as you have authorized in writing) in order to collect your Outstanding Loan Balance as follows:

You grant your revocable authority and direction to Canada and any financial institution which holds such a bank account, to:

- i. exchange the financial information necessary to facilitate such Personal Pre-Authorized Debits according to the Canadian Payments Association Rule H1; and
- ii. debit the bank 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. You have certain recourse and reimbursement rights if any debit does not comply with the terms of this section. To obtain a sample cancellation form, or for more information on your right to revoke this authorization and your recourse rights to dispute or receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section, you may contact your financial institution or visit [Payments Canada](#). Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates the method of payment.

- g. **Return of money to you:** Subject to any right of set-off, if you have overpaid \$10 or more than your Outstanding Loan Balance, you will be issued a refund. Refunds of less than \$10 will only be issued on your request

## 6. Interest-free period

Subject to sections C.6(c), (d), and (e), and section C. 9 and the requirements of the CSFAA:

- a. **Interest-free period:** Interest will not accrue while you are a Full-Time Student
- b. **Interest-free period ends:** Interest will start to accrue on the principal amount of your Outstanding Loan Balance on the first day of the 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 applicable period
  - ii. any obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment may be suspended for the applicable period; and
  - iii. if you are returned to interest-free status, you will not be required to make payments nor will interest accrue on the principal amount of your Outstanding Loan Balance while you remain a 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), may be converted into a Direct Loan if:

- you withdraw from full-time studies within 30 days after the first day of classes

or

- you receive a Canada Student Grant disbursement that exceeds your eligibility for that grant.

This Direct 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-Canada.

## 8. Information

- a. **Notification:** You agree to promptly notify Canada of any change to your family status, financial situation or Full-Time Student status, or to information you have provided in your application for Financial Assistance or in this MSFAA-Canada
- 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
- c. **Acknowledgment and consent:** You acknowledge that Canada, and any of its contractors or agents, may collect, use, and retain your personal information directly from you, or indirectly from a third party. Your personal information will only be used for the purpose of administering your Financial Assistance under the MSFAA-Canada, and administering and enforcing the *CSFAA* or *CSLA*. Your personal information may be exchanged with and disclosed to Ontario, financial institutions, lenders, educational institutions, employers, credit bureaus and Canada Revenue Agency. The collection, use, exchange and disclosure will be undertaken as required and in compliance with the *Privacy Act*, and Part 4 of the *Department of Employment and Social Development Act*. Where your consent is required by law to permit the direct or indirect collection, retention, use or disclosure of personal information, by clicking on the "I accept" button at the end of this 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

## 9. Denial, termination and immediate repayment under your MSFAA-Canada

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

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

## 10. 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*.

## 11. 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 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-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 this agreement 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 Training, 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.

**"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 Training, 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 Training, Colleges and Universities.

**“Ontario Student Grant”** means a grant made 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.

**“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.

**“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 from time to time, if Ontario posts the amendments on the Ministry of Training, 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.

#### **8. Repayment terms**

You will owe and, except as may be varied by Ontario, 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%, 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:** if you cease to be a Qualifying Student on or after September 1, 2019, the interest on any Ontario Student Loan or any Ontario Student Grant converted to 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; if you cease to be a Qualifying Student on or before August 31, 2019, the interest on any Ontario Student Loan or any Ontario Student Grant converted into Ontario Student Loan made to you that accrues between the date you cease to be a Qualifying Student and the Payment Trigger Date will not accrue to you
- 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:** you may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus
- m. **Repayment Programs:** there may be programs that can help you repay your Outstanding Loan Balance. Please contact the NSLSC to determine if you meet the eligibility requirements

## 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: If you cease to be a Qualifying Student on or after September 1, 2019, 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; if you cease to be a Qualifying Student on or before August 31, 2019, interest will start to accrue to you on the principal amount of your Outstanding Loan Balance on the Payment Trigger Date
- 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*:
  - i. you will be returned to Interest-Free Status for the applicable period
  - ii. any obligations you have in respect of your Outstanding Loan Balance up to your confirmation of enrolment will be suspended for the applicable period
  - iii. 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
- 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, and any lenders holding any Ontario Student Loans issued to you before August 1, 2001 or Canada

Student Loans 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)

### **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, a 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.