

Master Student Financial Assistance Agreements for Canada and Ontario

PART E: 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) (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*.

“**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.

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

“**Terms and Conditions**” means the applicable sections found in Parts A, B, C, D, and E of this document, as may be amended from time to time in accordance with the MSFAA-Canada.

1. Agreement with Canada: This agreement is between you (“you” or “your”), as identified in Part A, and Her Majesty the Queen in Right of Canada, as represented by the Minister of Human Resources and Skills Development Canada (“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 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.

3. Consideration: In consideration of Canada providing you with Financial Assistance, and by signing Part D, 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 at: www.CanLearn.ca 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, Interest and Fees:** 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 plus two and one-half (2½) percent, accruing daily and calculated monthly, unless you enter into an agreement with a fixed interest rate equal to the Prime Rate plus five (5) percent;
 - (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.

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- (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 agree in writing, upon the Payment Trigger Date, you authorize Canada to debit the bank account you have identified in Part C of this document above, (or such other bank account as you have advised in writing) in order to collect your Outstanding Loan Balance as follows:
You grant your revocable authority and direction to 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 written pre-notification of Personal Pre-Authorized Debits. You may revoke your authorization at any time, subject to providing 30 days' notice. You have certain recourse and reimbursement rights if any debit does not comply with the terms of this section. To obtain a sample cancellation form, or for more information on your right to revoke this authorization and your recourse rights to dispute or receive reimbursement for any debit that is not authorized or is not consistent with the terms of this section, you may contact your financial institution or visit: www.cdnipay.ca. 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 E.6(c), (d), and (e), and section E.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 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 of 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, and will be added to your Outstanding Loan Balance which you agree to repay in accordance with all applicable Terms and Conditions of the MSFAA-Canada.
- 8. Information**
- (a) **Certification:** You certify that all information provided in your application(s) for Financial Assistance and in this MSFAA-Canada is true and complete to the best of your knowledge.
- (b) **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.
- (c) **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.
- (d) **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 Human Resources and Skills Development Act*. Where your consent is required by law to permit the direct or indirect collection, retention, use or disclosure of personal information, by your signature on this agreement, you provide your consent.
- (e) **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.

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- 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 information or made representation related to your application(s) or other document upon which Canada takes administrative measures under section 17.1(1) or (2) CSFAA, you agree to immediately repay the outstanding amount of your Canada Student Loan(s) and Canada Student Grant(s) obtained on false or misleading information.
- 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 signing 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 E.5(d)(ii), before and after default and delinquency. You agree to pay interest before and after judgment.

NOTICE OF COLLECTION OF PERSONAL INFORMATION

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

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

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

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

Master Student Financial Assistance Agreements for Canada and Ontario**PART F: MSFAA-ONTARIO TERMS AND CONDITIONS****1. Parties to Agreement: This MSFAA-Ontario is made between:**

- (a) you (“you” or “your”), as identified in Part A, and the Ontario Lender; and
- (b) for any Study Period during the duration of this agreement for which the Minister is not the Ontario Lender, Her Majesty the Queen in right of Ontario, as represented by the Minister.

2. Definitions:

“**Financial Assistance**” means an Ontario Student Loan(s) and Ontario Student Opportunity Grant(s) made under the *MTCUA* and interest on your Outstanding Loan Balance paid by Ontario on your behalf while you are a Qualifying Student.

“**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 *MTCUA*, as amended from time to time.

“**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.

“**Ontario**” means Her Majesty the Queen in Right of Ontario.

“**Ontario Guarantee**” means a guarantee provided by Ontario to the Ontario Student Loan Trust with respect to student loans made by the Trust.

“**Ontario Lender**” means the Minister of Training, Colleges and Universities or the Ontario Student Loan Trust.

“**Ontario Student Loan**” means a loan made by the Ontario Lender to you under the *MTCUA* on or after the date of this MSFAA-Ontario.

“**Ontario Student Opportunity Grant**” or “OSOG” means the Ontario Student Opportunity Grant made 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, together with all interest owing on this amount.

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

“**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 as defined in 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 the Ontario Lender providing Financial Assistance under this agreement and, if the Ontario Lender at any time during the duration of this agreement is the Ontario Student Loan Trust, in consideration of Ontario guaranteeing repayment of your Ontario Student Loan(s) from the Ontario Student Loan Trust, and by signing Part D, 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, D, and F of this document and the *MTCUA*, as amended from time to time. If there is any uncertainty, dispute, or conflict between the terms and conditions in Parts A, B, C, D, and F and those in the *MTCUA*, the *MTCUA* prevail.

5. Changes in Terms and Conditions:

- (a) The terms and conditions of this MSFAA-Ontario may be amended from time to time, if the Ontario Lender, or the Minister on behalf of the Ontario Lender, 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 Financial Assistance was provided to you 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 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 section F.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, the Minister may instruct the institution to refund to the Ontario Lender any portion of such fees that have been paid with the proceeds of your Ontario Student Loan for credit against your Outstanding Loan Balance, if any.

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8. Repayment Terms: You will owe and, except as may be varied by the Minister, you unconditionally promise to pay the Ontario Lender, through the NSLSC or as otherwise directed by the Minister, your Outstanding Loan Balance with respect to all Ontario Students Loans granted to you 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 one (1) percent, 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;
- (c) **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 Qualifying Student;
- (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 the Ontario Lender (or the NSLSC on behalf of the Ontario Lender) in consultation with you;
- (f) **Payment Allocation:** payment amounts under this MSFAA-Ontario may 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 Loans made to you that accrues between the date you cease to be a Qualifying Student and the Payment Trigger Date will be paid by Ontario.
- (j) **Automatic Debit:** Unless you have otherwise agreed in writing to another payment method acceptable to the Ontario Lender, in accordance with the *MTCUA* upon the Payment Trigger Date, the Ontario Lender (or the NSLSC on behalf of the Ontario Lender) 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 the Ontario Lender 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.

9. Change in Ontario Student Loan Amount: If the amount of your 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 the Minister or you may not be eligible for future Financial Assistance.

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 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; and
 - (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 section F.10(b) above.
- (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:** Interest will accrue to you while you are a Qualifying 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 an Interest-Free Period under the *MTCUA*.

11. Ontario Student Opportunity Grant:

- (a) Your Outstanding Loan Balance under this agreement may be reduced by an Ontario Student Opportunity Grant (“OSOG”) or any other debt reduction program made pursuant to the *MTCUA*.
- (b) An OSOG will not be granted with respect to any Ontario Student Loan until all income reported on your application for such loan has been verified with the Canada Revenue Agency. All information, including income which you reported on your application for the loan is subject to further verification and audit by Ontario. If it is found through this verification and audit process, that you are not entitled to all or a portion of your Ontario Student Loan, you will repay to Ontario all or a portion of the loan(s) that was reduced by the OSOG.
- (c) If the total OSOG is greater than the Outstanding Loan Balance owing under this agreement, the Minister may require you to pay the difference to the Minister of Finance (Ontario).



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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 Loan, you will promptly notify the Minister 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 the Ontario Lender, directly or through your educational institution if you are a Qualifying Student at the time the change occurred, of any change in to your name, address, and/or to your banking information as provided in Part C.
- (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 or agents 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. The Minister may also exchange personal information obtained from any source with the Minister of Human Resources and Skills Development Canada, 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. Ontario Student Loan Trust Guarantee:

- (a) You acknowledge and understand that if you have received an Ontario Student Loan from the Ontario Student Loan Trust, such loans are guaranteed by Ontario and that failure to repay any Outstanding Loan Balance owing to the Trust may result in the Trust calling upon the Ontario Guarantee.
- (b) If Ontario pays the Trust under the Guarantee, Ontario's remedies include being subrogated in and to the rights of the Trust in respect of all Outstanding Student Loan(s) owed by you to the Trust. Upon payment under the Guarantee, the loan(s) constitutes a debt to the Ontario Crown and you will owe and promise to pay the accumulated principal and interest to Ontario, including through collection agencies operated or retained by the Minister of Government Services or any other enforcement measures employed by or on behalf of Ontario.

14. 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.

15. 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*.

16. 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, 2012.
- (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.

17. 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) **Master Student Loan Agreement:** This MSFAA-Ontario is a master student loan agreement for the purpose of the *MTCUA*.
- (d) **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*.
- (e) **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
- (f) **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 section F.8, before and after default.