

Master Student Financial Assistance Agreements for Canada and Newfoundland and Labrador

YOUR INFORMATION

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| Full Name of Student and Mailing Address: Cortez Automation Dunk 31 QUEEN STREET MISSISSAUGA, Newfoundland and Labrador J8A0S9 | Date of Birth: (DD/MM/YYYY) 26/02/1981 | Social Insurance Number (SIN): 531562387 |
| Area Code and Telephone Number: 9051234567 | Permanent Address: 4486 REES STREET APT 1464 TEMISKAMING SHORES, Newfoundland and Labrador G8K2S4 | |

Notice of collection of personal information

Information about you under the control of Canada, the Province or SLCNL will be administered in accordance with the *Privacy Act (Canada)*, or *ATIPPA* as applicable

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

Administration and enforcement of the Canada Student Loans Program means development and operation of the program, including investigations into allegations of wrongdoing, audits, and policy analysis, research and evaluation. The information you provide may also be disclosed to Statistics Canada for statistical and research purposes. These activities may involve the matching of various sources of data that are under the control of the Government of Canada

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.

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 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 MSFAA to be considered for the CSLP.

You have the right to the protection of and access to your personal information. It will be retained in Personal Information Bank ESDC PPU 030. Instructions for obtaining this information are outlined in the government publication entitled [Info Source](#). Info Source may also be accessed on-line 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 at: [File a formal privacy complaint](#).

The personal information on the MSFAA-NL or subsequently collected from you, by or on behalf of the Province or SLCNL, relevant to the MSFAA-NL, is collected under the authority of the Provincial Act and *ATIPPA* for the purposes described in section D.11(d) of this MSFAA. Questions about the collection and use of the personal information on the MSFAA-NL, or subsequently collected from you, can be directed to the Director, Student Financial Services Division, Department of Advanced Education, Skills and Labour, Government of Newfoundland and Labrador, P.O. Box 8700, St. John's, NL A1B 4J6 or (709) 729-5849.

Terms and Conditions

Part A: Terms and conditions of your MSFAA-Canada and MSFAA-NL

1. Agreement

This integrated Master Student Financial Assistance Agreement ("MSFAA") is comprised of two separate loan contracts between you ("you" or "your"), and: (1) Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development ("Canada"), made pursuant to the CSFAA and called the Master Student Financial Assistance Agreement for Canada ("MSFAA-Canada"); and (2) the Student Loan Corporation of Newfoundland and Labrador ("SLCNL"), made pursuant to the Provincial Act and called the Master Student Financial Assistance Agreement for Newfoundland and Labrador ("MSFAA-NL").

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

In consideration of Canada and SLCNL providing Financial Assistance under the MSFAA-Canada and the MSFAA-NL, and, 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-NL.

The MSFAA is comprised of

- Part A: Terms and Conditions of your MSFAA-Canada and MSFAA-NL
- Part B: Electronic Funds Transfer
- Part C: Definitions
- Part D: Additional Terms and Conditions of your MSFAA-Canada and MSFAA-NL

The terms in this MSFAA will form part of each of your MSFAA-Canada and your MSFAA-NL, to the extent applicable.

2. Agreement to repay

You promise to pay your total Outstanding Loan Balance in accordance with the Terms and Conditions of each the MSFAA-Canada and the MSFAA-NL.

3. Authorization

Where required by law, you authorize each of Canada, the Province or SLCNL to collect, use and disclose information related to any of your Canada Student Loan(s) or NL Student Loan(s) or Canada or Provincial Student Grant(s), as applicable, (i) for the purposes of carrying out the administration and enforcement of the CSFAA, CSLA, or the Provincial Act, as applicable, or (ii) in accordance with sections D.10(c), D.10(d), D.10(e) of this MSFAA.

4. Ratification of terms and conditions

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

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-NL.

Signature: _____ Cortez Automation Dunk Date: _____

Part B: Electronic funds transfer

The approved amount of any Financial Assistance disbursed under the MSFAA-Canada and the MSFAA-NL 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 bank account when payment is triggered, as per section D.6(c) (iii) and D.6 (d), subject to your right of revocation, as per section D.6 (d). If you fail to provide your bank account information, disbursement of your Financial Assistance will be delayed.

Transit Number: _____ Bank ID: _____ Account Number: _____

Part C: Definitions

"ATIPPA" means the Access to Information and Protection of Privacy Act, 2015.

"Canada Student Grant" means a grant given under the CSFAA.

"Canada Student Loan" means a Direct Loan made under the CSFAA or Student Loan made under the CSFAA or CSLA.

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

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

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

"Financial Assistance" (a) when used in the MSFAA-Canada, means Direct Loans, Canada Student Grants, repayment assistance, interest-free periods and any other form of financial assistance provided under the CSFAA, directly or indirectly to you; or (b) when used in the MSFAA-NL, means SLCNL Student Loans, Provincial Student Grants and any other form of financial assistance provided under the Provincial Act, directly or indirectly to you.

"Full-Time Student" - MSFAA-Canada means 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.

"Full-Time Student" - MSFAA-NL means a person (a) who is enrolled in at least 80 percent of a full course load for his or her program of studies; or (b) who is enrolled in at least 60 percent of a full course load for his or her program of studies and is approved under the Provincial Act for a reduced course load; or (c) who has a permanent disability and is enrolled in at least 40 percent of a full course load for his or her program of studies and is approved for Financial Assistance under the Provincial Act; and (d) who otherwise complies with the requirements of the Provincial Act.

"Lender" means a financial institution that is a party to an agreement with Canada, the Province or SLCNL, entered into under the CSFAA, the CSLA or the Provincial Act, as applicable.

"Lender Student Loan" means a loan made to a borrower by a financial institution under the Newfoundland and Labrador Student Loan Program but does not include a SLCNL Student Loan.

"NL Student Loan" means a SLCNL Student Loan or a Lender Student Loan.

"NSLSC" means the National Student Loans Service Centre which administers parts of the Financial Assistance programs on behalf of Canada, the Province and SLCNL.

"Outstanding Loan Balance" (a) when used in the MSFAA-Canada, 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; or (b) when used in the MSFAA-NL, means the principal amount of your SLCNL Student Loans outstanding at any time, including any Provincial Student Grant amount(s) converted to a SLCNL Student Loan, together with any interest on that amount and any unpaid fees.

"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.

"Province" means the Government of Newfoundland and Labrador or any person authorized to act on its behalf for the purposes of administering this MSFAA.

"Provincial Act" means the *Student Financial Assistance Act*, SNL 2002, c S-29.01 and includes Regulations made thereunder, each as in, effect at any given time.

"Provincial Student Grant" means a grant given under the Provincial Act.

"SLCNL" means the Student Loan Corporation of Newfoundland and Labrador or any person authorized to act on behalf of the SLCNL for the purposes of administering this MSFAA and repayment of a SLCNL Student Loan and includes a service provider of the SLCNL.

"SLCNL Student Loan" means a loan held by the SLCNL under the Newfoundland and Labrador Student Loans Program.

"Student Financial Services Division" means the Student Financial Services Division, Department of Advanced Education, Skills and Labour, Government of Newfoundland and Labrador.

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

"Terms and Conditions" when used in the MSFAA-Canada, means the applicable 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-NL, 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 certain terms and conditions contained in this MSFAA will only form part of your MSFAA-Canada or only form part of your MSFAA-NL, respectively.

Part D: Additional terms and conditions of your MSFAA-Canada and MSFAA-NL

5. General principles

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

6. Return of money

- a. **Refund of Loan or Grant Proceeds:** You authorize your educational institution to refund to Canada or SLCNL, as applicable, any fees that have been paid with the proceeds of your Canada Student Loan(s) or SLCNL Student Loan(s) or Canada Student Grant(s) or Provincial Student Grant(s) or any fees considered for the issuance of your SLCNL Student Loan(s) for credit against any Outstanding Loan Balance you may have.
- b. **Early Payment:** You may pay all or any part of your Outstanding Loan Balance at any time without notice, penalty or bonus.
- c. **Payment Terms:** Unless you enter into an agreement to alter payment terms, you agree to pay your Outstanding Loan Balance according to the standard payment terms, which are as follows:
 - i. **Principal, Interest and Fees:** Your Outstanding Loan Balance;
 - ii. **Interest Rate:**
 - i. Under the MSFAA-Canada, 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 (2 1/2) %, accruing daily and calculated monthly, unless you enter into an agreement with a fixed rate equal to the Prime Rate plus five (5)%;
 - ii. Under the MSFAA-NL, no interest will accrue on the principal amount of your Outstanding Loan Balance;
 - 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. **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;
 - v. **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;
 - vi. **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-NL loan payments;
 - vii. **Amortization Period:** Nine and one-half (9 1/2) years or such lesser period of time as is required to support a minimum combined monthly loan payment of \$25;
 - viii. **Payment Allocation:** All payments received will be allocated to the Outstanding Loan Balance under each of the MSFAA-Canada and MSFAA-NL in accordance with the administrative integration agreement between Canada and the Province. Any payment may be applied first to NSF fees, then to interest, then to principal;
 - ix. **Final Lump Sum Payment:** Any amount of your Outstanding Loan Balance that remains at the end of your Amortization Period; and
 - x. **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 (14 1/2) years); or (3) you being required to pay a Final Lump Sum Payment.

- d. **Personal Pre-Authorized Debit:** Unless you otherwise authorize in writing, upon the Payment Trigger Date, you authorize Canada and SLCNL to debit your bank account as entered (or such other bank account you have authorized in writing) in order to collect your Outstanding Loan Balance as follows:

You grant your revocable authority and direction to each of Canada and SLCNL, 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 each of the MSFAA-Canada and the MSFAA-NL, and to remit that as payment to Canada or SLCNL, as applicable.

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 the Canadian Payments Association website. Revocation of your authorization does not terminate your responsibility to pay your Outstanding Loan Balance; it only terminates the method of payment.

- e. **Return of Money to You:** Subject to any right of set-off, if you have overpaid \$10 or more than your Outstanding Loan Balance under each of the MSFAA-Canada and the MSFAA-NL, respectively, you will be issued a refund. Refunds of less than \$10 will only be issued on your request.

7. Interest-free period- MSFAA-Canada

Subject to sections D.7(c), D.7 (d), D.7 (e), and D.11, 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.

8. Payment-free period upon return to full-time studies- MSFAA-NL

If you return to Full-Time Student status, and you confirm your enrolment as required by the Provincial Act:

- a. you may be returned to payment-free status for the applicable period;
- b. 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
- c. if you are returned to payment-free status, you will not be required to make payments while you remain a Full-Time Student, all as specified under the Provincial Act. Failure to provide required document(s) by the required date will result in the loss of payment-free status. After that date if you provide the required document(s) payment-free status will be reinstated upon payment or capitalization of any interest owing on your outstanding NL Student Loan(s) and payment of any fees to the SLCNL and/or the Lender.

9. Conversion of Canada Student Grant or Provincial Student Grant to loan

You acknowledge that: (a) 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 if 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; and (b) in accordance with the Provincial Act all or a portion of your Provincial Student Grant(s) may be converted into a SLCNL Student Loan if you withdraw from full-time studies during the study period or receive a Provincial 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-NL.

10. Information

- a. **Notification:** You agree to promptly notify Canada and the Province of any change to your family status, financial situation or Full-Time Student status, or to information you have provided in your application for Financial Assistance or in this MSFAA.
- b. **Complete Disclosure:** You confirm that, to the best of your knowledge, all information that you have disclosed relating to any previous Canada Student Loan(s), NL Student Loan(s), Canada Student Grant(s) or Provincial Student Grant(s) is accurate and complete.
- c. **Acknowledgment and Consent:** You acknowledge that Canada, and any of its contractors or agents, may collect, use, and retain your personal information directly from you, or indirectly from a third party. Your personal information will only be used for the purpose of administering your Financial Assistance under the MSFAA-Canada, and administering and enforcing the CSFAA or CSLA. Your personal information may be exchanged with and disclosed to the Province, SLCNL, 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 - MSFAA-NL:

I. You authorize:

A.

- i. any corporation, educational or financial institution, organization, government, government agency, or individual to release to the Province, the SLCNL, their agents, and the NSLSC, and
- ii. the Province, the SLCNL, their agents, and the NSLSC to collect (directly or indirectly), use and disclose to each other or any corporation, educational or financial institution, organization, government, government agency or individual, any of your personal information (including your income tax information and SIN) required by the Province, the SLCNL and the NSLSC for the administration or enforcement of the Provincial Act and collection of your NL Student Loan(s) and for the purpose of improving government programs and services relating to education, personal counseling, training and employment including related financial benefits and statistical analysis and you acknowledge that your personal information is being collected for such purposes, and

B. the Province, the SLCNL, their service providers and the NSLSC to disclose to and obtain from any financial institution, consumer credit grantor, credit bureau, or credit reporting agency, all particulars and information on your NL Student Loan(s).

II. The above described collection, use, exchange and disclosure of your personal information will be undertaken in compliance with *ATIPPA*.

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

11. Denial, termination and immediate repayment

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

i. MSFAA-Canada and MSFAA-NL :

- i. you fail to make regularly scheduled loan payment by the Loan Payment Due Date in accordance with the payment terms of the MSFAA, and that failure continues for two consecutive months;
- ii. you fail to make any regularly scheduled loan payment(s) by the Loan Payment(s) Due Date in accordance with the MSFAA payment terms, and Canada or SLCNL demands that you make the payment(s) and you demonstrably and unequivocally refuse to do so;
- iii. you file for or have filed against you any bankruptcy-related proceeding;
- iv. you seek relief under a provincial law relating to the orderly payment of debts that includes a Canada Student Loan or NL Student Loan; or
- v. you are found guilty of an offence under any Act of Parliament or the Provincial Act by reason of your conduct in obtaining or repaying a Canada Student Loan, NL Student Loan or Financial Assistance.
- ii. **MSFAA-Canada:** you knowingly provided information or made representation related to your application(s) or other document(s) upon which the Minister takes administrative measures under section 17.1(1) or (2) *CSFAA*, you agree to immediately repay the outstanding amount of your Canada Student Loan(s) and Canada Student Grant(s) obtained on false or misleading information.
- iii. **MSFAA-NL :** you knowingly provided false statements or misrepresentations or gave false or misleading information related to your application(s) or other documents to obtain Financial Assistance as determined by the Province or SLCNL, you agree to immediately repay all or part of the outstanding amount of your SLCNL Student Loan(s) as demanded by the Province or the SLCNL; or

- b.** You agree that nothing in D.11 limits the right of Canada, the Province or SLCNL to pursue any remedy available at law or in equity.

12. Survival

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

13. Miscellaneous

- a. Ratification:** If you have entered into any Canada Student Loan or NL Student Loan agreements while you were a minor, by accepting this MSFAA, you ratify those agreements.
- b. Previous Outstanding Student Loan Amounts:**
 - i. You agree that all amounts you owe on previous Canada Direct Loans and SLCNL Student Loans will be administered and paid under the Terms and Conditions of the MSFAA-Canada and the MSFAA-NL, respectively, and that all such amounts form part of your Outstanding Loan Balance, as applicable.
 - ii. You acknowledge that none of the amounts you owe on a Student Loan or Lender Student Loan will be administered or paid under the Terms and Conditions of the MSFAA-Canada or MSFAA-NL, and that any such amounts do not form 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 this MSFAA or you may be required to enter into a new MSFAA.
- d. Death:**
 - i. **MSFAA-Canada** - All your rights and obligations under the MSFAA-Canada in respect of your Outstanding Loan Balance will terminate upon your death.
 - ii. **MSFAA-NL** - In the case of death, your loan will be considered for write-off.
- e. Governing Law:** Subject to the *CSFAA* and the *CSLA* and any laws of Canada, the MSFAA-Canada and the MSFAA-NL will be governed by the laws of Newfoundland and Labrador.
- f. Limitation Period:** You acknowledge that the period for the limitation of actions shall be six years.
- g. Use of Financial Assistance:** You acknowledge that the Financial Assistance provided to you under this MSFAA is for the purpose of providing necessities for your education and maintenance.
- h. Severability:** Any provision that becomes void or unenforceable will be severed from this MSFAA, and the validity and enforceability of all other provisions will not be affected.
- i. Interest and Costs:** You agree to pay all legal fees and disbursements incurred by Canada, the Province or SLCNL to collect any amount of your Outstanding Loan Balance owing under this MSFAA, and you agree to pay interest, as per section D.6(c)(ii), before and after default and delinquency, as applicable. You agree to pay interest before and after judgment, as applicable.
- j. MSFAA-NL:**
 - i. All applicable provisions of the Provincial Act are incorporated as part of the MSFAA-NL.
 - ii. In the event of a conflict between the MSFAA-NL and the Provincial Act, the Provincial Act shall prevail.