

Your information

Student's First Name, Last Name and Mailing Address

Date of Birth

First Last Name
Address
City, Province
Canada

Social Insurance Number
xxx-xxx-387

Area Code and Telephone Number
(123) 456-7890

Notice of Collection of Personal Information

Advanced Education is collecting this personal information under the authority of sections 33(a) and (c) of the *Freedom of Information and Protection of Privacy Act* (Alberta) to determine and verify your eligibility for financial assistance and to administer and enforce student financial assistance programs in accordance with the *Student Financial Assistance Act* (Alberta), the *Canada Student Loans Act* and the *Canada Student Financial Assistance Act*, each as may be amended from time to time. The use and disclosure of your personal information is managed in accordance with the *Freedom of Information and Protection of Privacy Act* (Alberta).

For more information about:

- Alberta Student Aid: call the Alberta Student Aid Service Centre at 1-855-606-2096.
- *Freedom of Information and Protection of Privacy Act* (Alberta): email the Privacy Officer at ae.abstudentaidfoip@gov.ab.ca, or mail to PO Box 28000 Stn Main, Edmonton AB T5J 4R4, or call 1-855-606-2096.

Instructions

The process for entering into the Alberta Student Aid Agreement is comprised of 3 parts. Each part requires you to take an action. You will need to:

- **Accept** the Terms and Conditions;
- **Consent to** Advanced Education exchanging information with Canada Revenue Agency; and
- **Submit** your banking information for direct deposit and pre-authorized debit authorization

After reviewing any part of this Alberta Student Aid Agreement, you can choose not to proceed. You understand that if you fail to indicate that you accept the Terms and Conditions, or do not consent to the exchange of information with Canada Revenue Agency, you will not receive any financial assistance.

Terms and Conditions

1. **This Alberta Student Aid Agreement is between the applicant for financial assistance ("you" or "your" or "Student") and His Majesty in right of Alberta as represented by the Minister of Advanced Education ("Minister" or "Advanced Education"), made pursuant to the *Student Financial Assistance Act* (Alberta).**

This Alberta Student Aid Agreement 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 Alberta Student Aid Agreement will be determined based on 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 Agreement for repaying your Alberta Student Loan.

In consideration of the Minister providing you with financial assistance under this Alberta Student Aid Agreement, **and by indicating below that you accept the Terms and Conditions**, you freely provide your consent(s), certification(s) and ratification(s) and you agree to all the Terms and Conditions set out in the Agreement.

This Alberta Student Aid Agreement is comprised of:

- TERMS AND CONDITIONS; and
- YOUR CONSENT TO THE EXCHANGE OF INFORMATION WITH CANADA REVENUE AGENCY.

2. Until such time as the Alberta Student Loan, together with interest and any other amounts to be paid by you to the Minister are paid in full, you agree:

1. that this Alberta Student Loan, together with any and all funds or other financial assistance received by you from the Minister, pursuant to the Alberta Student Finance Acts, shall be subject to, governed by and form part of this Alberta Student Aid Agreement, as amended from time to time;
2. to use the Alberta Student Loan exclusively for the purposes of obtaining Necessities;
3. that the Minister may pay a portion or all of the Alberta Student Loan directly to the educational institution listed on your Application for payment of your tuition and any mandatory fees;

4. to provide notice of any changes to your name, address, marital or common law partner status, financial circumstances, academic status or study period, any change in the address or financial circumstances of your spouse/partner, or to any other information contained in the Application, in accordance with the instructions relating to changes of information found on the Alberta Student Aid website, studentaid.alberta.ca;
 5. to provide all information requested by the Minister which, in the Minister's sole discretion, is required to verify any statements made in this Alberta Student Aid Agreement;
 6. to abide by all applicable provisions of the Alberta Student Finance Acts. If any of the terms of this Alberta Student Aid Agreement conflict with any of the Alberta Student Finance Acts, then the provisions of the applicable Alberta Student Finance Act will apply;
 7. to repay the full amount of the Alberta Student Loan, together with interest and any other amounts to be paid by you to the Minister, in accordance with the provisions of this Alberta Student Aid Agreement; and
 8. that this Alberta Student Aid Agreement shall revoke and replace all previous agreements that you may have entered into with the Minister pursuant to any of the Alberta Student Finance Acts.
3. You declare that:
1. all information provided in this Alberta Student Aid Agreement and in all other forms and communications submitted by you to the Minister is true and complete and you understand that the information is subject to review and assessment by the Minister in accordance with the *Student Financial Assistance Act* (Alberta); and
 2. you have read, understood, and agrees to be bound by all the terms and conditions of this Alberta Student Aid Agreement.

DEFINITIONS

4. In this Alberta Student Aid Agreement the following terms shall have the following meanings:
1. "Alberta Student Aid Agreement" means this loan agreement and the Application;
 2. "Alberta Student Finance Acts" means the *Students Finance Act* (Alberta), the *Student Loan Act* (Alberta) and the *Student Financial Assistance Act* (Alberta), and any regulations made under these Acts, each as may be amended from time to time;
 3. "Alberta Student Loan" collectively means all loans made to you from time to time pursuant to any of the Alberta Student Finance Acts, including loans made to you by the Minister, loans made to you by a Financing Institution and transferred to the Minister, loans made while you were a minor, and also including any Grant Overpayments converted to a loan by the Minister under the Alberta Student Finance Acts;
 4. "Application" means all applications, in the form prescribed by the Minister, submitted by you to the Minister from time to time pursuant to any of the Alberta Student Finance Acts;
 5. "Financing Institution" means a financing institution as defined in the *Student Financial Assistance Act* (Alberta), as may be amended from time to time;
 6. "Fixed Rate" means
 1. the Prime Rate plus two percentage points if calculated on or before June 30, 2023;
 2. the Prime Rate if calculated on or after July 1, 2023.
 7. "Floating Rate" means
 1. The interest rate set by the *Student Financial Assistance Regulation* (Alberta), as amended from time to time, or
 2. the Prime Rate, if no interest rate is set by that regulation, as may be amended from time to time;
 8. "Full-Time Student" means a student (and which may include a medical resident or apprentice in certain circumstances) who is enrolled in not less than 60%, or not less than 40% if a student has a permanent disability or a persistent or prolonged disability, of a full-time program of study in the semester in question at one or more post-secondary educational institutions, or has the meaning provided for in the *Student Financial Assistance Regulation* (Alberta), as may be amended from time to time, which definition prevails in the event of any discrepancy;
 9. "Grant Overpayment" means a grant overpayment as defined in the *Student Financial Assistance Regulation* (Alberta), as may be amended from time to time;
 10. "Interest Free Period" means
 1. with respect to a person who, before December 1, 2022, ceased to be a Full-Time Student or a Part-Time Student, the continuous period commencing when that person became a Full-Time Student or a Part-Time Student and continuing until the last day of the 6th month following the month in which that person ceased to be such a student, but treating any break
 1. of 6 months, or
 2. in the case of a Person on Parental Leave, 12 months or less,
 between the times that person ceased to be a Full-Time Student or a Part-Time Student and subsequently became a Full-Time Student or a Part-Time Student again, as not breaking that continuity, and

2. with respect to a person who, on or after December 1, 2022, ceased to be a Full-Time Student or a Part-Time Student, the continuous period commencing when that person became a Full-Time Student or a Part-Time Student and continuing until the last day of the 12th month following the month in which that person ceased to be such a student, but treating any break of 12 months or less between the times that person ceased to be a Full-Time Student or a Part-Time Student and subsequently became a Full-Time Student or a Part-Time Student again, as not breaking that continuity;
11. "Loan Payment Date" means the date on which you will be required to pay a monthly installment amount toward the repayment of the Alberta Student Loan;
12. "Necessities" means the necessary expenses required while you are a Full-Time Student, such as tuition, books, fees, and basic living expenses;
13. "Part-Time Student" means a student who is enrolled in a program in the semester in question at one or more post secondary educational institutions and is not a Full-Time Student or has the meaning provided for in the Student Financial Assistance Regulation (Alberta), as may be amended from time to time, which definition prevails in the event of any discrepancy;
14. "Person on Parental Leave" means: a) a parent (whether by blood or adoption), b) a legal guardian, or c) an individual who becomes a step parent under circumstances recognized by the Minister, who ceases to be a Full-Time Student or a Part-Time Student in order to give birth to, care for or support a child who is a new addition to the family by reason of birth, adoption, legal guardianship or those step parent circumstances, as the case may be, or has the meaning provided for in the Student Financial Assistance Regulation (Alberta), as may be amended from time to time, which definition prevails in the event of any discrepancy;
15. "Prime Rate" means the variable reference rate of interest declared by the Canadian Imperial Bank of Commerce, or its successors, as its prime rate;
16. "Repayment Start Date" means the date that your obligation to repay the Alberta Student Loan, together with interest, begins, which is the first day of the month following the Interest Free Period; and
17. "Student" means you, the borrower under this Alberta Student Aid Agreement who has submitted an Application and been approved to receive financial assistance from the Minister.

TERM OF AGREEMENT

5. This Alberta Student Aid Agreement sets forth the terms and conditions applicable to all Alberta Student Loans made to you from time to time, and shall be in effect until it is replaced by a subsequent agreement.

OBLIGATION TO INFORM

6. You hereby acknowledge and agree that:
 1. the making of false or misleading statements in this Alberta Student Aid Agreement, failure to disclose information or failing to notify of any changes to information contained in this Alberta Student Aid Agreement as required by the provisions of this Alberta Student Aid Agreement, may result in one or more of the following:
 1. you being denied financial assistance;
 2. you being required to immediately repay the entirety of the Alberta Student Loan;
 3. you being subject to criminal prosecution;
 2. you shall not apply for or receive financial assistance from another province or territory for any period of time during which you are receiving an Alberta Student Loan from the Minister; and
 3. all funds received by you pursuant to the Alberta Student Finance Acts to which you are not entitled under this Alberta Student Aid Agreement, including those resulting from any administrative errors, shall become a debt due to His Majesty in right of Alberta and may be recovered from you by an action in debt.

DISCLOSURE OF INFORMATION

7. Until such time as the Alberta Student Loan, together with interest and any other amounts to be paid by you to the Minister, is paid in full, you acknowledge the authority of, and where a consent is required, hereby irrevocably authorize, the Minister to disclose and exchange your personal information with:
 1. the Government of Canada, the National Student Loans Service Centre, any provincial, territorial or municipal government department or agency, any lending institution where you may have a student loan, any educational institution, any landlord, credit bureau or employer for any purpose related to the verification of information provided by you and for administration and enforcement of the *Canada Student Loans Act*, the *Canada Student Financial Assistance Act* and the Alberta Student Finance Acts, each as may be amended from time to time;
 2. Employment and Social Development Canada through the Social Insurance Registry to verify your Social Insurance Number, name, date of birth, and gender solely to confirm identification for the purpose of financial assistance;
 3. Alberta Seniors, Community and Social Services to operate and administer student financial assistance programs, including determining your eligibility, and the eligibility of your spouse/partner, for financial assistance;
 4. any of the following: lending institutions; credit bureaus; the educational institution(s) named in the Application; any employer; and any third party authorized to collect a debt owed to His Majesty in right of Alberta, in each case for any purpose relating to the administration, enforcement or collection of the Alberta Student Loan;

5. federal government departments or agencies or the educational institution(s) named in the Application to conduct research, statistical analysis, and evaluations related to student financial assistance programs.

ADMINISTRATION OF ALBERTA STUDENT LOAN

8. The Minister designates the Alberta Student Aid Service Centre as the Minister's agent for the purposes of the administration of the Alberta Student Loan. The Alberta Student Aid Service Centre may be contacted by phone at 1-855-606-2096 or by mail at PO Box 4050, Mississauga Stn. A, Mississauga ON L5A 4M9.

TRANSFER AND CONVERSION OF OUTSTANDING GUARANTEED OR RISK-SHARED LOANS HELD BY A FINANCING INSTITUTION

9. You agree to transfer to the Minister any outstanding guaranteed or risk-shared loans you may have with any Financing Institution and authorize the Minister to act on your behalf in the transfer of these loans. You understand and agree that all such outstanding guaranteed or risk-shared loans transferred to the Minister will be consolidated and subject to the Terms and Conditions of this Alberta Student Aid Agreement.

CONVERSION OF OUTSTANDING GUARANTEED OR RISK-SHARED LOANS HELD BY THE MINISTER

10. If you have any outstanding guaranteed or risk-shared loans that had previously been transferred to the Minister from a Financing Institution and these loans are now held by the Minister, you agree that all such outstanding guaranteed or risk-shared loans will be consolidated and subject to the Terms and Conditions of this Alberta Student Aid Agreement.

INTEREST

11. You hereby acknowledge and agree that:
 1. the Alberta Student Loan shall bear interest from the Repayment Start Date, both before and after default, before and after the maturity date and after judgment (with interest on overdue interest at the same rate) at a Floating Rate, accruing daily and calculated monthly;
 2. if the Minister determines that there has been a Grant Overpayment after the Repayment Start Date, the amount of the Grant Overpayment shall be converted to an Alberta Student Loan and shall bear interest from the date the Grant Overpayment is converted to an Alberta Student Loan;
 3. changes in the Floating Rate shall cause an immediate adjustment to the interest rate referred to in this section 11 from the effective dates of such changes without the necessity of notice to you from the Minister; and
 4. you may request at any time during the repayment period, on a one-time basis only, by written notice to the Minister, that interest be calculated at the Fixed Rate in effect on the date that your written request is received by the Minister, instead of the Floating Rate set forth in section 11.1 above; if you make a request in accordance with this section 11.4, then the Fixed Rate of interest calculated on the date that your written request is received by the Minister will apply to the Alberta Student Loan from the date that your written request is received by the Minister, until such time as the Alberta Student Loan, together with interest and any other amounts to be paid by you to the Minister, are paid in full.

REPAYMENT

12. The Minister will notify you, prior to the Repayment Start Date, of the following in respect of the Alberta Student Loan: the total outstanding principal amount, the repayment period, the maturity date, the Loan Payment Date and the amount of the installment payments due on each Loan Payment Date. The monthly installment amount calculated will be fixed for the repayment period. Installment payments will be applied first to any unpaid charges, secondly to interest (including overdue interest) and then to the principal amount of the Alberta Student Loan.
13. If, after the Repayment Start Date, the Minister determines that there is a Grant Overpayment and it is converted into an Alberta Student Loan, the Minister will, as soon as reasonably possible, notify you of the following in respect of the Alberta Student Loan: the total outstanding principal amount, the repayment period, the maturity date, the Loan Payment Date and the amount of the installment payments due on each Loan Payment Date. The monthly installment amount calculated will be fixed for the repayment period. Installment payments will be applied first to any unpaid charges, secondly to interest (including overdue interest) and then to the principal amount of the Alberta Student Loan.
14. If, as a result of any increase to the Floating Rate or conversion of a Grant Overpayment to an Alberta Student Loan after the Repayment Start Date, the Minister determines, in the Minister's sole discretion, that your monthly loan payments will be insufficient to repay all outstanding principal by the maturity date, the Minister may advise you of an increase in your monthly loan payment that is sufficient, as determined in the Minister's sole discretion, to enable such repayment. Should this occur, you acknowledge and agree that you will be obliged to pay the new monthly payment, in the amount and as of the date specified by the Minister. Any such adjustment by the Minister to the monthly loan payment may occur from time to time until such time as the Alberta Student Loan, together with interest and any other amounts to be paid by you to the Minister, are paid in full.
15. In addition to the other repayment provisions contained in this Alberta Student Aid Agreement, if you cease to be a Full-Time Student during the course of a semester in a program of study:
 1. the Minister may, in the Minister's sole discretion, require you to immediately repay a portion or all of the Alberta Student Loan and cancel any portion of the Alberta financial assistance that has not yet been advanced to you. Any additional portion of the Alberta Student Loan outstanding shall be repaid in accordance with the repayment provisions contained in this Alberta Student Aid Agreement, and
 2. you acknowledge and agree that any refunds of tuition or other fees paid by or on your behalf shall be deemed to have been assigned to the Minister. You further acknowledge and agree that any such refund you receive shall be held in trust for and be immediately forwarded to the Minister. The Minister shall apply the proceeds of any such refund, upon receipt thereof, against the outstanding Alberta Student Loan.

16. Subject to section 18 and unless otherwise due earlier under the terms of this Alberta Student Aid Agreement, you shall begin repaying the principal amount of the Alberta Student Loan, together with interest and any other amounts payable by you to the Minister, from the Repayment Start Date on the Loan Payment Date and shall continue to provide payment on the Loan Payment Date each month until the Alberta Student Loan, together with accrued interest and any other amounts payable by you to the Minister, are fully repaid in accordance with the terms of this Alberta Student Aid Agreement.
17. You understand and agree that all funds sent in accordance with this Alberta Student Aid Agreement to a bank account provided by you (or as updated by you in accordance with section 23), will be deemed to have been received by you and form part of the Alberta Student Loan, unless you provide information to the contrary to the satisfaction of the Minister.
18. You may repay at any time, without notice or penalty, all or any part of the outstanding balance of the Alberta Student Loan, together with interest and any other amounts payable by you to the Minister.

PRE-AUTHORIZED DEBIT (PAD) AUTHORIZATION (Personal)

19. You authorize the Minister and the financial institution (or any other financial institution you authorize in accordance with section 23 below) to begin deductions as per your instructions for monthly regular recurring payments and/or one-time payments from time to time, to repay the Alberta Student Loan.
20. The Minister will confirm in writing the timing and amount of the payments when you are required to repay the Alberta Student Loan.
21. This authority is to remain in effect until the Minister has received written notification from you of its change or termination. This notification must be received at least five (5) business days before the next debit is scheduled. You may obtain a sample cancellation form, or obtain more information on your right to cancel a PAD Agreement at your financial institution or by visiting www.payments.ca.
22. **You have certain recourse rights if any debit does not comply with this Alberta Student Aid Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorization.**
23. You agree to inform the Minister of any changes to your banking information by revising your bank account information through your MyLoan account. You may also update your banking information in writing or by phone through the Alberta Student Aid Service Centre.
24. You consent to the disclosure of your personal banking information by and between the Minister and financial institution for the purpose of direct deposit and repayment of funds.

DEFAULTS

25. The occurrence of any of the following circumstances or events constitutes an event of default under this Alberta Student Aid Agreement:
 1. you fail to pay any amount of principal or interest owed to the Minister and such default continues for a period of 2 months from its due date;
 2. any representation or warranty contained in this Alberta Student Aid Agreement or in any form, certificate or other communication delivered pursuant to this Alberta Student Aid Agreement is found to be false or incorrect or lacking in material facts so as to make it materially misleading, as determined by the Minister acting in the Minister's sole discretion, as at the time made or given; or
 3. you become insolvent or subject to any bankruptcy or insolvency proceedings.

REMEDIES ON DEFAULT

26. Upon the occurrence of an event of default, the Minister may:
 1. declare the total outstanding balance of the Alberta Student Loan, together with accrued interest and all other obligations you have under this Alberta Student Aid Agreement, immediately due and payable and cancel any portion of Alberta financial assistance that has not yet been advanced to you;
 2. take any action against you permitted under this Alberta Student Aid Agreement or at law or in equity at such time and in such manner as the Minister may, in the Minister's sole and absolute discretion, deem appropriate, all without presentation, demand, protest, notice, notice of dishonour or any other action whatsoever, all of which are hereby expressly waived by you; and
 3. deny you any further financial assistance.
27. All costs and expenses of the Minister incurred in connection with collection or enforcement hereunder (including legal costs on a solicitor and own client basis) shall be for your account and shall bear interest from the date of demand.

ASSIGNMENT OR SALE OF STUDENT LOAN

28. This Alberta Student Aid Agreement may not be assigned by you.

AMENDMENTS

29. The Minister may amend this Alberta Student Aid Agreement at any time by posting a directive detailing the amendment on the Minister's website pages for student financial assistance appearing on the Alberta Student Aid website, studentaid.alberta.ca. **You acknowledge that the acceptance of any further financial assistance under this Alberta Student Aid Agreement will ratify your acceptance of the amendment.**

ENTIRE AGREEMENT

30. Subject to section 29 of this Alberta Student Aid Agreement, this Alberta Student Aid Agreement contains the entire agreement of the parties concerning the subject matter of this Alberta Student Aid Agreement and no other understandings or agreements, verbal or otherwise, exist between the parties.

CHOICE OF JURISDICTION AND LAW

31. This Alberta Student Aid Agreement shall be construed in accordance with the laws in force in the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction with respect to all matters relating to or arising out of this Alberta Student Aid Agreement.

SEVERABILITY

32. Each of the provisions contained in this Alberta Student Aid Agreement are distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision, or any part thereof, by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Alberta Student Aid Agreement.

WAIVER

33. No delay on the part of the Minister in exercising any remedy, nor any single or partial exercise of any remedy against you, nor any waiver by the Minister of any of the Minister's rights against you, shall operate as a waiver of any of the rights or restrict other or further exercises of such remedy by the Minister, all remedies being cumulative and not exclusive. A waiver of any breach of a term or condition of this Alberta Student Aid Agreement shall not bind the party giving it unless it is in writing.

TIME IS OF THE ESSENCE

34. Time is of the essence of this Alberta Student Aid Agreement.

Acceptance of Terms and Conditions

I understand and accept all of the Terms and Conditions of this Alberta Student Aid Agreement.

Acceptance provided electronically on 14-Jun-2023 12:04:03

Your Consent to Exchange of Information with the Canada Revenue Agency

For the purpose of verifying the data provided in the Application and Alberta Student Aid Agreement, I hereby consent to the release, by Canada Revenue Agency to an official of Alberta Advanced Education, of information from my income tax returns and, if applicable, other required taxpayer information about me, whether supplied by me or by a third party. The information is necessary for and will be used solely for the purpose of determining and verifying my eligibility and entitlement for student financial assistance programs under the *Canada Student Loans Act*, the *Canada Student Financial Assistance Act*, and the *Student Financial Assistance Act* (Alberta). The information will not be disclosed to any other person or organization without my approval. This authorization is valid for the taxation year prior to the year of signature of this consent, the year of signature of this consent and any other subsequent taxation year for which assistance is requested.

This consent may be revoked, in writing, by contacting Director, Student Services, Alberta Student Aid, Box 28000 Stn Main, Edmonton AB T5J 4R4.

Consent to the Exchange of Information with the Canada Revenue Agency

I consent to the Exchange of Information with the Canada Revenue Agency.

Consent provided electronically on 14-Jun-2023 12:04:07

Banking Information

For Direct Deposit Pre-authorized Debit (PAD) Authorization

The approved amount of any financial assistance disbursed under this Alberta Student Aid Agreement will be electronically deposited into your Canadian bank account that you currently hold or jointly hold, as entered below.

Electronic withdrawals may also be made from this bank account when you are required to start repayment of your Alberta Student Loan. You can revoke your authorization for electronic withdrawals if you provide 5 business days' notice before the next debit is scheduled (refer to sections 21 and 22 of your Alberta Student Aid Agreement for details). You may obtain a sample cancellation form, or obtain more information on your right to cancel a PAD Agreement at your financial institution or by visiting www.payments.ca.

You will be able to edit your banking information through your MyLoan account. You can create your MyLoan account once you have received an Alberta student loan disbursement and you have been assigned an Alberta Student Loan Number. You may also update your banking information in writing or by phone through the Alberta Student Aid Service Centre.

PAD Authorization and Banking Information

I understand that by submitting my banking information I agree to the terms above.

Transit Number	Bank Number	
XXXXX	XX	XXXXXX789