

WV STEM Scholarship Contract

Section A: Borrower Section

1. Name (last, first, middle initial) and Permanent Address (street, city, state, zip code) Smith, John 100 University Drive Charleston, WV 25301	2. Social Security Number ***-**-1234
	3. Date of Birth (mm/dd/yyyy) 01/01/2000
	4. Home Area Code/Telephone Number 304-558-4618
	5. Driver's License Number (List state abbreviation first)

Section B: State Agency Section

6. West Virginia Higher Education Policy Commission 2001 Union Carbide Drive, Building 2000 South Charleston, WV 25303 304-558-4618	7. Annual Interest Rate 5%
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Terms and Conditions: (Contract: Additional Terms and Conditions follow on subsequent pages)

APPLICABLE LAW - The terms of this WV STEM Scholarship Contract (hereinafter called the Contract) and any disbursements made under this Contract shall be interpreted in accordance with Title 133 Legislative Rule Series 28.

REPAYMENT - I am obligated to repay the principal and the interest that accrues on my scholarship(s) to the West Virginia Higher Education Policy Commission (hereinafter called the HEPC) over a period beginning 12 months (or sooner if I am a Less-Than-Half-Time Scholar) after the date I cease to be at least half-time student at an eligible institution of higher education and ending 10 years later, unless I request in writing that my repayment period begin sooner. I understand that the HEPC may report the amount of my installment payments, along with the amount of this loan to at least one national credit bureau. Interest on this loan shall accrue from the beginning of the repayment period. My repayment period may be shorter than 10 years if I am required by my HEPC to make minimum monthly payments. My repayment period may be extended during periods of deferment, hardship, or forbearance. I will make my installment payments in equal monthly installments as determined by the HEPC. The HEPC may round my installment payment to the next highest multiple of \$5. [I will make a minimum monthly repayment of \$100 in accordance with the Minimum Monthly Payment Section of the Terms and Conditions contained on the reverse side of this document.]

LATE CHARGES - The HEPC may impose late charges if I do not make a scheduled payment when due or if I fail to submit to the HEPC on or before the due date of the payment, a properly documented request for any of the forbearance, deferment, or cancellation benefits as described below. No late charges may exceed 20 percent of my monthly, bimonthly, or quarterly payment. The HEPC may add the late charges to principal the day after the scheduled payment was due or include it with the next scheduled payment after I have received notice of the charge, and such notice is sent before the next installment is due.

FORBEARANCE, DEFERMENT, OR CANCELLATION - I may apply for a forbearance, deferment, or cancellation on my scholarship. During an approved forbearance period, payments of principal and interest, or principal only, may be postponed or reduced. Interest continues to accrue while my scholarship is in forbearance. During an approved deferment period, I am not required to make scheduled installment payments on my scholarship. I am not liable for any interest that might otherwise accrue while my scholarship is in deferment. If I meet the eligibility requirements for a cancellation of my scholarship, the HEPC may cancel up to 100 percent of the outstanding principal scholarship amount. Information on eligibility and application requirements for forbearances, deferments, and cancellations is provided on pages 2 of this Contract. I am responsible for submitting the appropriate requests on time, and I may lose my benefits if I fail to file my request on time.

DEFAULT - The HEPC may, at its option, declare my scholarship to be in default if (1) I fail to make a scheduled payment when due; (2) I fail to submit to the HEPC, on or before the due date of a scheduled payment, documentation that I qualify for a forbearance, deferment, or cancellation; or (3) I fail to comply with the terms and conditions of this Contract or written repayment agreement. The HEPC may assign a defaulted loan to the Secretary of the Department of Administration or to a collection agent for collection. I will be ineligible for any further state student financial assistance until I make arrangements that are satisfactory to the HEPC or the Secretary of the Department of Administration to repay my scholarship. The HEPC may disclose to credit bureau organizations that I have defaulted and all other relevant scholarship information. I will lose my right to defer payments and my right to forbearance if I default on my scholarship. The HEPC or the Secretary of the Department of Administration may accelerate my defaulted scholarship. Acceleration means that the HEPC or the Secretary of the Department of Administration demands immediate payment of the entire unpaid balance of the loan, including principal, interest, late charges, and collection costs. I will lose my right to receive cancellation benefits for service that is performed after the date the HEPC or the Secretary of the Department of Administration accelerated the loan.

CHANGE OF STATUS - I will inform the HEPC of any change in my name, address, telephone number, Social Security Number, or driver's license number.

AUTHORIZATION - I authorize the HEPC and their respective agents and contractors to contact me regarding my scholarship request or my scholarship(s), including repayment of my scholarship(s), at the current or any future number that I provide for my cellular phone or other wireless device using automated telephone dialing equipment or artificial or pre-recorded voice or text messages. By providing this telephone number, I understand, agree and give express consent that the HEPC or anyone working on their behalf, including third party vendors, may contact me at the number provided by manually dialing the number or by using automated dialing technology.

PROMISE TO PAY: I promise to pay the HEPC, or a subsequent holder of the Contract, all sums disbursed under the terms of this Contract, plus interest and other fees which may become due as provided in this Contract. I understand that by accepting any disbursements issued at any time under this Contract, I agree to repay the scholarship. I understand that I may cancel or reduce the amount of any scholarship by not accepting or by returning all or a portion of any disbursement that is issued. If I do not make any payment on any scholarship under this Contract when it is due, I promise to pay all reasonable collection costs, including attorney fees, court costs, and other fees. I agree to reimburse the HEPC the fees of any collection agency, which may be based on a percentage at a maximum of 33.3% of the debt, and all costs and expenses, including reasonable attorney's fees, the HEPC incurs in such collection efforts. I will not sign this Contract before reading the entire Contract, even if I am told that I am not required to read it. I am entitled to an exact copy of this Contract. This scholarship has been made to me without security or endorsement. My signature certifies I have read, understand, and agree to the terms and conditions of this Contract.

I UNDERSTAND THAT I MUST REPAY SUCH SCHOLARSHIPS.

Borrower's Signature

Date

Terms and Conditions (cont.)

DISCLOSURE OF SCHOLARSHIP TERMS - I understand that under this Contract, the principal amount that I owe, and am required to repay, will be the sum of all disbursements issued unless I reduce or cancel any disbursements. The HEPC will determine whether to make any scholarship under this Contract after my scholarship eligibility is determined. At or before the time of first disbursement for each scholarship, a disclosure statement will be provided to me identifying the amount of the scholarship and any additional terms of the scholarship. I may decline a scholarship or request a lower amount by contacting the HEPC. Any disclosure statement I receive in connection with any scholarship under this Contract is hereby incorporated into this Contract.

HARDSHIP REPAYMENT OPTIONS - Upon my written request, the HEPC may extend my repayment period for up to an additional 5 years if I provide written documentation of extenuating circumstances that include, but are not limited to, a temporary disability, inability to secure a full-time position in a STEM field, or serious family illness and the receipt of appropriate documentation is approved by the HEPC. If I am required by the HEPC to make a minimum monthly payment on my loan, the HEPC may also permit me to pay less than the minimum monthly payment amount for a period of not more than one year at a time if I experience a period of prolonged illness or unemployment. However, such action may not extend the repayment period beyond 10 years.

GRACE PERIODS - I will receive an initial twelve-month grace period before the first payment of my WV STEM Scholarship must be made.

If I am a Less-Than-Half-Time Scholar with outstanding WV STEM Scholarship, my repayment period begins when the next scheduled installment of my outstanding scholarship is due. If I am a Less-Than-Half-Time Scholar with no other outstanding WV STEM Scholarships, my repayment begins the earlier of: 12 months from the date my scholarship was made, or 12 months from the date I became a less-than-half-time student, even if I received the scholarship after I became a less-than-half-time student.

METHOD OF COMMUNICATION - I understand and agree that the HEPC uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from the HEPC on a timely basis.

PREPAYMENT - I may prepay all or any part of my unpaid scholarship balance, plus any accrued interest, at any time without penalty. Amounts I repay in the academic year in which the scholarship was made and before the initial grace period has ended will be used to reduce the amount of the scholarship and will not be considered a prepayment. If I repay amounts during the academic year in which the scholarship was made and the initial grace period has ended, only those amounts in excess of the amount due for any repayment period shall be considered a prepayment. If, in an academic year other than the academic year in which the scholarship was made, I repay more than the amount due for an installment, the excess funds will be used to repay principal unless I designate it as an advance payment of the next regular installment.

MINIMUM MONTHLY PAYMENT - If required by the HEPC, I will make a minimum monthly payment in the amount of \$100. If the total monthly payment amount on this loan and any outstanding WV STEM Scholarship I may have is less than the minimum monthly payment amount established by the HEPC, the HEPC may still require a minimum monthly payment amount. A minimum monthly payment amount will combine my obligation on this and all my outstanding WV STEM Scholarship, unless I have received loans with different grace periods and deferments. At my request and if I am eligible, the HEPC may combine this minimum monthly payment amount with all my outstanding WV STEM Scholarships including those made at other schools.

FORBEARANCE - Upon making a properly documented written request to the HEPC, I am entitled to forbearance of principal and interest or principal only, renewable at intervals of up to 12 months for periods that collectively do not exceed three years, under the following conditions: If

the HEPC determines that I qualify due to poor health, monetary hardship or for other reasons. Interest accrues during any period of forbearance.

DEFERMENTS - To apply for a deferment, I must request the deferment from the HEPC. My request does have to be in writing, I may defer making scheduled installment payments and will not be liable for any interest that might otherwise accrue (1) during any period that I am enrolled and attending as a regular student in a course of study at least half-time at an accredited institution of higher education. I must provide documentation of enrollment on a semester basis; (2) while serving on active duty, not in excess of four years, as a member of the armed services of the United State. I must provide documentation from an authorized military official of the start date of active duty and discharge date. Deferments may also be considered for other conditions and circumstances as may be approved by the HEPC.

CANCELLATIONS - Upon making a properly documented written request to the HEPC, I am entitled to have up to 100 percent of the original principal scholarship amount of this scholarship canceled if I perform qualifying service in the areas listed below. Qualifying service must be performed after the enrollment period covered by the scholarship.

Begin working full-time in an approved STEM field in West Virginia for a duration of not less than one year for each year the scholarship was received.

Occupations within the health care field do not qualify as an approved STEM field for this scholarship and do not count toward cancellation.

I will provide the HEPC, as it requires, yearly evidence of compliance with this agreement.

Cancellation Rate - For each completed year of service under the Service Cancellation provision, one year of scholarship that was received shall be canceled.

DISCHARGES - My obligation to repay this loan may be partially or totally discharged for the reasons specified in paragraphs A and B below.

A. Death - In the event of my death, the HEPC will discharge the total amount owed on this scholarship. A copy of the death certificate must be submitted.

B. Total and Permanent Disability - Upon becoming permanently and totally disabled as established by sworn affidavit of a qualified physician. The HEPC may require additional evidence of the disability.

ACADEMIC ELIGIBILITY - To maintain eligibility for the scholarship, I must be enrolled full-time at an eligible institution of higher education in West Virginia and pursuing a course of study leading to a certificate, associate, or baccalaureate degree in engineering, science, math or technology, maintain satisfactory progress as determined by the eligible institution, maintain good standing as defined by the eligible institution that I am attending and maintain a cumulative grade point average of at least 3.0 and reapply annually.

Disclosure of Information

STUDENT APPEAL- A recipient may appeal any determination of non-compliance with provisions of this Contract by submitting a written appeal of the specific complaint within 30 days of notification of non-compliance. Such appeal will be submitted to the HEPC.

