

EXCELSIOR SCHOLARSHIP CONTRACT
(Pursuant to Section 669-h of the New York State Education Law)

A. MY OBLIGATIONS AS AN EXCELSIOR SCHOLARSHIP AWARD RECIPIENT

1. I understand and agree that multiple payments may be made to me under this Contract and that this Contract shall apply to any and all payments of my Excelsior Scholarship award (Scholarship).
2. I understand that to receive Scholarship award payments I will be required to complete the Free Application for Federal Student Aid (FAFSA) and the Payment of State Grants, Scholarships and Awards Application each year.
3. I agree to comply fully with all statutes, rules, regulations and procedures relating to the Scholarship, as they are now in effect and as they may be amended in the future.
4. I agree to enroll in at least 12 credits per semester and complete at least 30 credits each consecutive year following the term I first began as a college student. I agree to notify New York State Higher Education Services Corporation (HESC) if I take a leave of absence from my undergraduate studies.
5. Upon receipt of my final award payment, I agree to contact New York State Higher Education Services Corporation, Scholarship Unit at: 99 Washington Avenue, Albany, New York 12255 or 888-697-4372, or as otherwise directed by HESC, to provide information regarding the fulfillment of my Post-Award Obligation.
6. Post-Award Obligation: I agree to fulfill the required Post-Award Obligation by maintaining permanent domicile exclusively in New York State for the length of time I received the Scholarship, and will not be employed in any other state during that time. My Post-Award Obligation will begin within six months of receipt of my final Scholarship payment. The duration of my Post-Award Obligation does not include any academic term for which (i) my other financial aid awards covered the full cost of my tuition and I received no payment; (ii) I was disqualified and I received no payment; or (iii) I was otherwise determined to be ineligible and I received no payment. I understand that under certain circumstances I may be eligible for a deferment of my Post-Award Obligation and must timely submit a written request for a deferment to HESC for consideration.
7. I agree to cooperate with all requests for documentation substantiating performance of my Post-Award Obligation and I agree to notify HESC immediately if live or work outside New York State.
8. I agree to report to HESC, on forms or in a manner prescribed by HESC, information regarding my academic progress and/or fulfillment of my Post-Award Obligation. These forms will require me to provide personal information which will include, at a minimum, my current or permanent address, email address, telephone number, Social Security Number, and date of birth. I understand disclosure of my Social Security Number is mandatory. I understand that my

failure to timely provide any requested information or documentation may result in the delay, suspension or revocation of my award or of payment(s) on my behalf.

9. I agree to immediately contact HESC if I have not received a form or other request from HESC, within a 12 month period of time, seeking to evaluate the status of my academic progress or performance of my Post-Award Obligation.

10. I will immediately contact HESC to provide current information when there is any change in my name, address, telephone number, email address, employment status, and/or attendance at an institution of postsecondary education at: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or as otherwise directed by HESC.

13. I allow and authorize HESC access to any information available on my credit report in its efforts to enforce the terms of this Contract.

14. I understand and agree I will be placed into repayment pursuant to Part B of this Contract if I fail to fulfill my Post-Award Obligation in accordance with the provisions contained in statute, regulation, or this Contract.

15. I understand and agree I will be placed into repayment pursuant to Part B of this Contract if I fail to provide any requested report, documentation, or information to HESC regarding my academic progress and/or fulfillment of my Post-Award Obligation within the time prescribed by HESC.

16. Consent to Disclosure and Communication: I allow and authorize HESC to share my personal and account information, whether received from me or obtained through other parties or sources, with its agents, business partners, contractors, other State and/or federal agencies, colleges, lenders, servicers, employers and any other institutions or individuals necessary for the purpose of administering the Program, servicing my award, or collecting my award. I consent to HESC communicating with me in connection with this Program using any phone number, email address, or by any other current or future means of communication, regardless of whether I incur a cost, that I provide to HESC or that HESC obtains from any other source.

B. FAILURE TO COMPLY WITH THE PROVISIONS OF THE EXCELSIOR SCHOLARSHIP (NYS EDUCATION LAW §669-h)

1. NON-COMPLIANCE: I understand and agree that if I: (a) fail to maintain permanent domicile exclusively in New York State for a continuous number of years equal to the duration of the award I received within six months of receipt of my final award payment; or (b) am employed outside New York State during this period of time; or (c) fail to respond to requests by HESC substantiating performance of my Post-Award Obligation; or (d) otherwise fail to comply with the terms of the Scholarship specified in NYS Education Law §669-h, 8 NYCRR §2201.18, or this Contract, the full amount of my award will be converted to a ten year student loan (Loan) on the date I violate any terms of this Contract or on the date HESC deems that I was no longer

able or willing to perform the terms of this Contract. I understand and agree that I must repay such Loan.

2. **LOAN AMOUNT:** I understand and agree that the Loan amount is equal to the sum of all the Scholarship award payments made on my behalf and disbursed to my college, as provided by NYS Education Law §669-h(4)(e) and 8 NYCRR §2201.18(e)(3).

3. **PROMISSORY NOTE:** I promise to repay the Loan amount described in Part B.2, without interest, as provided by NYS Education Law §669-h and 8 NYCRR §2201.18.

4. **PAYMENT:** I understand and agree that HESC will notify me, at the last known address maintained by HESC, of the date the first payment, and each subsequent monthly payment thereafter, together with the amount of such payments. Payment shall be made to New York State Higher Education Services Corporation, 99 Washington Avenue, Albany, New York 12255, Attention: Cashier's Unit, or as otherwise directed by HESC.

5. **DEFAULT:** I understand and agree that should I fail to make payments when due in accordance with the notice sent to me by HESC under this Contract and/or the Promissory Note, the remaining balance shall become immediately due and owing, and the State of New York will actively pursue me to collect the debt. This may include, but not be limited to, referral of my account to the New York State Office of the Attorney General. Collection fees pursuant to Section 18 of the New York State Finance Law may be added to the amount I owe.

6. **JURISDICTION:** I agree to the exercise of jurisdiction by the New York Supreme Court 3rd District – Albany County and to the enforcement in any jurisdiction of a judgment rendered by a New York State court.

C. CANCELLATION, WAIVER OR SUSPENSION OF OBLIGATION

1. Upon receipt of acceptable supporting documentation demonstrating extreme hardship, HESC may, at its discretion, postpone the conversion of my Scholarship to a student loan, temporarily suspend repayment of the amount owed, discharge the amount owed, or take such other appropriate action. Documentation demonstrating extreme hardship must be submitted to: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or as otherwise directed by HESC. HESC will prorate the amount owed commensurate with the length of time I complied with my Post-Award Obligation.

2. In the event of the death of a Scholarship recipient, HESC will cancel any remaining repayment obligation. To receive cancellation in the event of my death, an original or certified copy of the death certificate, or other acceptable documentation, must be mailed to: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or as otherwise directed by HESC.

D. SEVERABILITY

The provisions of this Contract shall be construed to be independent and severable and if any provision shall be held invalid or otherwise unenforceable, such will be severed and the remaining provision(s) of this Contract will remain in full force and effect.

E. GOVERNING LAW

The provisions of this Contract shall be interpreted under the laws of the State of New York.

F. PRIVACY POLICY NOTICE

1. Protecting the privacy of your personal information is important to HESC. HESC respects your right to privacy and recognizes the obligation to keep information about you secure and confidential in compliance with State and federal laws; therefore, HESC maintains physical, electronic and procedural safeguards in compliance with federal and State laws and regulations to safeguard your personal information.

2. For purposes of this Contract, the term "personal information" means any information concerning you, which, because of name, number, symbol, mark or other identifier, can be used to identify you.

3. HESC collects personal information in accordance with the provisions of Articles 13 and 14 of the New York State Education Law and applicable regulations. Sources of such information include, but are not limited to, your postsecondary institution(s).

4. HESC does not disclose any personal information about you to anyone except as permitted by law.

5. HESC restricts access to your personal information to those HESC employees, employees of the New York State Office of the Attorney General, your postsecondary institution(s), contractors and agents, and any other entities or individuals who need to know this information for the administration, service and/or collection of Scholarship award.

6. Your personal information is retained in the system of records maintained by HESC's Director of Grant and Scholarship Programs, Office of Grant and Scholarship Programs located at 99 Washington Avenue, Albany, New York 12255 (888)-697-4372. You may access and review such information by filing a Personal Privacy Protection Law (PPPL) request with HESC's PPPL compliance Officer at www.hesc.ny.gov.ny/pppl-request, or as otherwise directed by HESC.

7. HESC shall, within five business days of the date of the receipt of a proper request to access and review your personal information: (i) provide access to the personal information; (ii) deny access in writing, explaining the reasons therefore; or (iii) acknowledge the receipt of the

request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than 30 days from the date of the acknowledgment.

Please provide the following information:

Name of Recipient: _____

Permanent Street Address: _____

City, State and Zip Code: _____

Scholarship Recipient Affirmation: By my signature below, I am affirming under the penalty of perjury that the representations I have made are true and that I have read, understand, and agree to all the terms under this Contract.

Signature of Scholarship Recipient

Date