

**PLEASE READ CAREFULLY BEFORE YOU APPLY**

Keep the Application and Promissory Note together as one document. Send pages 3 through 10 of the application and Promissory Note to your college for processing.

1. Complete Section A.
2. Read and sign the Promissory Note.
3. Provide pages 3 through 10 of the application and Promissory Note to your Financial Aid Office.
4. Your college must certify your eligibility for the Scholarship Loan.
5. Complete applications will be considered based on first come first serve and available funds.

A student must file the application in the institution's financial aid office on or before the last day of the academic term (semester or quarter) or the student's withdrawal date, whichever occurs first, in order to be paid for that academic term. The last date of the academic term is the last day of classes or exams for the institution, whichever occurs later.

Supplemental documentation required by the institution or the Georgia Student Finance Authority to support or verify a student's application information may be submitted after the deadline without jeopardizing the student's eligibility.

**Keep in mind that we process complete applications first.**

**Applications processed as funds are available.**

## Program Information

The Scholarship for Engineering Education Loan Program is funded by the State General Funds and is administered by the Georgia Student Finance Authority (GSFA). This program was established to attract undergraduates into the engineering profession by providing them with financial assistance. Scholarship loan recipients agree to work in an engineering-related field in the State of Georgia after graduation. If a recipient fails to meet this obligation within 12 months after graduation, the scholarship becomes a loan, which must be repaid in cash, with interest.

## Award Amount

Scholarship loans are awarded on a first-come first-served basis. The maximum award is \$1,750 per semester, beginning with the freshman year and continuing through the senior year, not to exceed \$17,500 or ten semesters. Students must be enrolled full-time (12 hours) to receive the award.

Awards can be used toward tuition and fees, room and board, and any other part of the student's cost of attendance budget. The total of all student financial aid awarded, including this scholarship loan, cannot exceed the cost of attendance.

Students who are awarded the Scholarship for Engineering Education Loan Program must complete a Promissory Note to be signed and notarized acknowledging the service or cash repayment obligation of the scholarship loan.

## Eligibility Requirements

In order to apply and be selected, you must:

- Be a legal resident of Georgia for at least 12 months immediately preceding the date of registration for the school term for which this scholarship is being requested;
- Be a United States Citizen or Permanent Resident Alien who meets the definition of an eligible non-citizen under Federal Title IV requirements;
- Not yet have obtained a baccalaureate degree;
- Be certified by the Certification Official to be fully admitted into an approved engineering program leading to a baccalaureate degree;
- Be enrolled full-time at a Private Eligible Postsecondary Institution, approved by the Engineering Accreditation Commission of the Accrediting Board for Engineering and Technology.
- If you are a sophomore, junior, or senior, have earned a minimum overall grade point average (GPA) of 2.5 based on a 4.0 grade point scale (including all courses taken after high school graduation);\*
- Agree to work in an engineering-related field in Georgia after

graduating with an Engineering degree;

- Not owe a refund on a grant or scholarship previously received under any State of Georgia or Federal program for attendance at any postsecondary educational institution; and
- Not be in default on a loan previously obtained under any State of Georgia or Federal program for attendance at any postsecondary educational institution.

## Loan Forgiveness

Recipients agree to work in an engineering-related field in Georgia, with a grace period of one year immediately after completing the approved program, for one calendar year for each \$3,500 awarded through the scholarship, with a maximum of six years to repay. Annual service cancellation will not begin until recipients have fully completed their program of study and obtained an Engineering degree. Recipients are responsible for all federal and state taxes associated with any partial or total service cancellation of the Scholarship loan.

A recipient must be physically located and working at a Georgia work site to qualify for service repayment.

If scholarship loan recipients fail to complete their degree program or meet the terms of the employment obligation within 12 months after graduation, or terminates full-time (12 hours) enrollment, the scholarship becomes a loan, which must be repaid in cash with interest. At the time a recipient enters repayment status, the interest rate will be fixed for the term of repayment based on the Prime Rate as of the first business day of January of the then-current calendar year plus one percentage (1%) point, not to exceed ten percent (10%) per annum.

## Maintaining Eligibility and Renewal

To maintain eligibility, scholarship loan recipients must be maintaining satisfactory academic progress in their program of study. Scholarship loan recipients must notify GSFA of any program changes. Renewal applicants must have an overall 2.5 GPA based on a 4.0 scale.\*

## Further Information

If you need additional information, please call the Georgia Student Finance Authority toll-free at 800.505.GSFC (4732).

**NOTE:** GPA calculation is based on a traditional 4.0 scale and does not include plus (+) or minus (-) grades. For example, a B+ would equal a B (3.0 on a 4.0 point scale).

**PART A: To be Completed by APPLICANT.**

**INSTRUCTIONS TO THE APPLICANT:**

- Complete Items 1-18 below.
- Deliver this Application to the Financial Aid Office at your institution for completion of PART B.

1. Last Name		First Name	Middle Initial	2. Social Security Number		3. Birthdate (Month/Day/ Year)		4. Sex (check one) M ___ F ___	
5. Permanent Home Mailing Address (If a P.O. Box, please also provide street address.)					City	State	Zip Code	6. Area Code & Phone No. (Home) (Cell)	
7. Have you registered with the Selective Service? Call s1-847-688-6888 to obtain your Selective Service Number. <input type="checkbox"/> Yes, my Selective Service Number is: _____ <input type="checkbox"/> No, because I am a female and am not required to be registered, or I am in the Armed Services on active duty, or I was born before 1960.				8. Check one: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident Alien <input type="checkbox"/> Other					
9. List two Georgia references who live at two separate addresses and do not live at your permanent home address.									
A. Name		Street Address			City	State	Zip Code	Area Code & Phone No.	
Relationship									
B. Name		Street Address			City	State	Zip Code	Area Code & Phone No.	
Relationship									
10. Do you have a baccalaureate degree? <input type="checkbox"/> Yes <input type="checkbox"/> No   (Note: If you answered "Yes," you are not eligible.)					11. For college sophomores, juniors, and seniors only: Do you have at least a cumulative 2.5 GPA on a 4.0 scale? <input type="checkbox"/> Yes <input type="checkbox"/> No   (Note: If you answered "No," you are not eligible.)				
12. List each postsecondary institution you have attended since high school graduation.									
13. Check the semester(s) for which scholarship loan aid is requested: Summer <input type="checkbox"/> Fall <input type="checkbox"/> Spring <input type="checkbox"/> Academic Year _____					14. Anticipated college graduation date (Month, Year)		Email Address:		
15. How long have you lived in Georgia immediately preceding the first semester checked in Item 13? _____ Years      OR      _____ Months					16. (A) Check one: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Senior <input type="checkbox"/> Fifth Year Senior				(B) Are you a renewal applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Student Certification and Authorization:**

I hereby certify to the Georgia Student Finance Authority (GSFA) and the Scholarship for Engineering Education Loan Program that: (a) I have carefully read the information in this application; (b) I understand that I have a legal obligation to repay the scholarship loan by service or, if applicable, to repay in cash with interest; (c) I must complete a renewal application to be considered for annual renewal of funds; (d) the information reported on this application and on any other document or writing furnished in connection with this application for a Scholarship for Engineering Education Loan is or will be true, correct, and complete to the best of my knowledge; (e) I authorize release and exchange of information between GSFA and the Scholarship for Engineering Education Loan Program and educational institutions, and State and Federal agencies from which student financial assistance is sought or obtained by me, and agree that such information exchanged may include financial, enrollment, academic status, and location information necessary to assure proper administration of student aid programs by State, Federal, and institutional program administrators; (f) I meet Selective Service requirements; (g) I am not obligated to pay a refund on any grant or scholarship previously received under any State of Georgia or Federal program for attendance at any postsecondary educational institution; and (h) I am not in default on any loan and do not owe a balance on a previously defaulted student loan obtained under any State of Georgia or Federal program for attendance at any postsecondary educational institution.

**THIS IS NOT A GRANT NOR SCHOLARSHIP. IT IS A LOAN WHICH I MUST REPAY IN ACCORDANCE WITH THE TERMS HEREIN.**

17. X \_\_\_\_\_ (SEAL)      18. \_\_\_\_\_  
Student Signature      Date Signed (Month, Day, Year)

**PART B: To be Completed by Financial Aid Official**

**Note to the Financial Aid Official at the Private Eligible Postsecondary Institution: Please complete Items 19-28 below. Please check this application for completeness and return it to the student if incomplete. Please forward the application to the address indicated below.**

19. I certify that the applicant is accepted for enrollment in an ABET accredited engineering education program leading to a baccalaureate degree at this institution in the following engineering field:  
List anticipated field: \_\_\_\_\_

20. Name of School	21. Campus Address (City Only)	22. Federal School Code No.
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23. Requested Award Amount

Will awarding of this scholarship exceed the student's cost of attendance? \_\_\_\_\_ Yes \_\_\_\_\_ No

Cost of attendance \$ \_\_\_\_\_

List the dollar amount of the award per the students request on Part A, number 13.

Expected Aid \$ \_\_\_\_\_

Summer \_\_\_\_\_ Fall \_\_\_\_\_ Spring \_\_\_\_\_

Unmet cost of attendance \$ \_\_\_\_\_

**Students are eligible for \$1,750.00 per semester for full time attendance.**

24. Indicate the cumulative Grade Point Average for all attempted hours to include any Joint enrolled or Transfer hours for this student.

**Financial Aid Official Certification:**

I certify that the above is true, correct, and complete to the best of my knowledge and belief. This student: (a) is a legal resident of Georgia according to the Georgia Student Finance Authority regulations that govern the Georgia Tuition Equalization Grant Program; (b) is a U. S. Citizen or eligible Permanent Resident Alien; (c) is enrolled or accepted for enrollment in a matriculated status; and (d) is making satisfactory academic progress in accordance with the Title IV standards and practices of the institution and the Regulations that govern the Scholarship for Engineering Education Loan Program.

25. \_\_\_\_\_  
Name of Financial Aid Official(Please Print)

26. X \_\_\_\_\_  
Signature of Financial Aid Official

27. \_\_\_\_\_  
Title (Please Print)

28. \_\_\_\_\_  
Date Signed (Month, Day, Year)

\_\_\_\_\_ Area Code & Phone No.

**PLEASE FORWARD COMPLETE APPLICATION AND PROMISSORY NOTE TO:**

**Georgia Student Finance Authority  
2082 East Exchange Place  
Tucker, Georgia 30084  
Call 770-724-9400**

# Georgia Student Finance Authority

## Scholarship for Engineering Education Loan Program

### Promissory Note

**FOR VALUE RECEIVED**, the undersigned Scholar/Borrower (“Scholar”) unconditionally promises to pay to the order of the Georgia Student Finance Authority, its successors and assigns (“GSFA” or “Authority”), at the address below or at such other place as may be designated by the Authority, the principal sum not to exceed an annual amount of THREE THOUSAND FIVE HUNDRED DOLLARS and NO CENTS (\$3,500.00) and a lifetime amount of **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$17,500.00)** in lawful money of the United States, or so much as may be advanced hereunder from time to time, together with interest computed at the simple interest rate described below on the outstanding principal, and in accordance with the payment schedules discussed below.

This Promissory Note (“Note”) evidences a service or cash repayment obligation arising from and in consideration of the award of a Scholarship for Engineering Education (the “Scholarship Loan” or “Loan”) from the Authority to Scholar. The Scholarship Loan program is governed by the **SCHOLARSHIP FOR ENGINEERING EDUCATION LOAN PROGRAM REGULATIONS**”; and the terms and conditions of any and all notices of awards or notice of replacement of awards to be issued to Scholar (“Award Letter”). The Regulations and the Award Letter are incorporated herein by this reference. Copies of the Regulations may be obtained by contacting the Authority at the address below. The Scholarship Loan is awarded to Scholar for the exclusive purpose of enabling Scholar to obtain a baccalaureate degree in engineering leading to employment in an engineering-related field in Georgia. Scholar is required to: (i) obtain a baccalaureate degree in engineering as defined by the Authority; and (ii) complete all degree requirements within a six (6) year period commencing with the first school term for which the Scholarship Loan was granted. Scholar acknowledges and agrees that this Scholarship Loan must be repaid through service repayment or cash repayment as set forth herein. Scholar may cancel this Loan within three (3) days after Scholar signs it. Additionally, Scholar may cancel all or part of the Loan prior to disbursement of funds by notifying GSFA in writing.

#### A. SERVICE REPAYMENT

1. **SERVICE REPAYMENT REQUIREMENTS:** Scholar shall satisfy Scholar’s obligations under this Note by complying with the following service repayment requirements (“Service Repayment Requirements”). So long as Scholar is complying with the Service Repayment Requirements, Scholar shall be deemed to be in Service Repayment Status.
  - (a) Scholar shall be employed on a full-time basis after completing the engineering program for which the Scholarship Loan was awarded as an employee in an engineering-related field in Georgia, which is defined as any position for which the employer provides written certification that engineering skill, knowledge, and ability, as certified by the attainment of a baccalaureate degree in engineering, are preferred or required (“Qualified Position”). The Scholar must be physically located and working at a Georgia work site and employed for one (1) full calendar year for each **THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$3,500.00)** (or any portion of such amount, which ever is greater) awarded by the Authority under the Scholarship for Engineering Education Loan Program; and
  - (b) Scholar shall be engaged in a Qualified Position in Georgia for up to six (6) years (“Service Repayment Term”) immediately following the completion of the program for which the Scholarship was awarded (“Program”). The Service Repayment Term may be extended only if the student has received a deferment or forbearance as provided in this Note; and
  - (c) Scholar shall provide the Authority, in the form and at the times specified by the Authority, evidence of compliance with the Service Repayment Requirements.
  - (d) Annual service cancellation will not begin until recipients have fully completed an engineering program of study and obtained a baccalaureate degree in Engineering at a Private Eligible Postsecondary Institution approved by the Engineering Accreditation Commission of the Accrediting Board for Engineering and Technology.
  - (e) A Scholar who requests retroactive service credit more than eighteen (18) months after beginning service will be denied such credit and will receive no refund of cash payments made.
  - (f) Additionally, no updating of prior derogatory credit reporting will be made. Scholar acknowledges and agrees that Scholar is responsible for all federal and state taxes associated with any partial or total service cancellation of the Scholarship Loan

#### B. CASH REPAYMENT

1. **CASH REPAYMENT STATUS:** The Authority shall deem Scholar to be ineligible for the Service Repayment Requirements of this Note, and shall convert Scholar to cash repayment status if the Authority, in its sole discretion, determines that Scholar:
  - (1) has failed to satisfy, or is not meeting the Service Repayment Requirements; or
  - (2) is no longer pursuing the Program for which Scholar was enrolled and the Scholarship Loan was intended (“Cash Repayment Status”).
2. **CASH REPAYMENT OPTIONS:** Upon designation by the Authority that Scholar is in Cash Repayment Status, Scholar shall have the option to either:

- (a) Repay in full the amount of the Scholarship Loan received reduced by the dollar amount that coincides with the years of service that Scholar has performed as specified in the Service Repayment Schedule below (“Outstanding Principal Amount”). Scholar will receive a prorated reduction of the Outstanding Principal Amount for each portion of a year for which Scholar serves in a Qualified Position after completion of Program.
  - (b) Make monthly payments of the Outstanding Principal Amount plus interest (“Outstanding Balance”) pursuant to the Cash Repayment Schedule (as hereinafter defined).
  - (c) Any cash payments received by the Authority shall be applied toward the outstanding principal, plus interest, remaining on the loan obligation. A Scholar who enters or reenters service obligation after making cash payments will not receive a refund of cash payments previously remitted.
3. **SIMPLE INTEREST RATE:** The interest rate shall be fixed for the term of the Cash Repayment Term (as hereinafter defined) based on the “Prime Rate” as announced in The Wall Street Journal on the first business day of January of the calendar year when the Cash Repayment Term begins, plus one percentage (1%) point. In no event shall the interest rate due hereunder exceed ten percent (10%) per annum. This rate may or may not, at any time, be the best or the lowest rate available in the market. Interest is computed monthly and will begin accruing on the Outstanding Principal Amount on the first day immediately following the date the Authority determined Scholar is in Cash Repayment Status.
4. **CASH REPAYMENT SCHEDULE:** Within a reasonable time after it has been determined that Scholar is in Cash Repayment Status, the Authority will provide Scholar with a Cash Repayment Schedule (“Cash Repayment Schedule”). The Cash Repayment Schedule will specify the principal amount to be repaid, the interest rate, the total interest due, the number of months over which the loan will be paid (“Cash Repayment Term”) and the monthly payment. The Cash Repayment Term is calculated by counting the number of months between termination or completion date of Program (or end date of any applicable Grace Period, hereinafter defined) and the month it is determined Scholar is in Cash Repayment Status. The resulting number of months is then subtracted from seventy-two (72) months which is the maximum Cash Repayment Term, to determine the number of months in the Cash Repayment Term. The monthly payment is determined by dividing the Outstanding Principal Amount as of the first day of the Cash Repayment Term by the number of months in the Cash Repayment Term, and adding accrued and unpaid interest. In the event that the monthly payment is calculated to be less than FIFTY DOLLARS AND NO CENTS (\$50.00), the Cash Repayment Term will be adjusted to reflect a minimum payment of FIFTY DOLLARS AND NO CENTS (\$50.00).
5. **SERVICE REPAYMENT SCHEDULE:** Scholar’s cash repayment obligation contained hereunder shall be reduced in accordance with the Service Repayment Schedule below:

<b>SERVICE REPAYMENT SCHEDULE</b>	
<b>Award Amount</b>	<b>Years of Service in Qualified Position</b>
Up to \$3,500.00	one (1) full calendar year
\$3,501.00-\$7,000.00	two (2) full calendar years
\$7,001.00-\$10,500.00	three (3) full calendar years
\$10,501.00-\$14,000.00	four (4) full calendar years
\$14,001.00-\$17,500.00	five (5) full calendar years

6. **CONVERSION TO SERVICE REPAYMENT:** One time during the Cash Repayment Term, Scholar may, at Scholar’s option and, if Scholar meets the Service Repayment Requirements and if there is no payment default, convert from Cash Repayment Status to Service Repayment Status. In the event of a second Cash Repayment Status, the new interest rate shall be fixed for the term of the Cash Repayment Term based on the “Prime Rate” as announced in The Wall Street Journal on the first business day of January of the calendar year when the second Cash Repayment Term begins, plus one percentage (1%) point.
7. **WAIVERS, CONSENTS AND COVENANTS:** Scholar hereby waives demand, presentment, dishonor, protest, and notice of dishonor or protest. Scholar is and shall be obligated to pay principal, interest, and any and all other amounts which become payable hereunder (including reasonable attorney’s fees and all other costs for collection) or under any other documents or instruments executed in connection herewith absolutely and unconditionally and without any abatement, postponement, diminution, or deduction and without any reduction for counterclaim or setoff.

**C. DEFAULT OF SERVICE AND CASH REPAYMENT**

1. **EVENTS OF DEFAULT:** The following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of Scholar to the Authority, or any affiliate or subsidiary of the Authority, whether under this Note or any other instrument, when due (whether upon demand, at maturity or by acceleration); (b) the determination by the Authority that any

representation or warranty made to the Authority by Scholar, when it was made, is untrue or misleading; or (c) the failure of Scholar to comply with any law or regulation relating to Scholar's professional field.

2. **REMEDIES UPON DEFAULT:** Whenever there is an event of default under this Note; the entire balance outstanding hereunder and all other obligations of Scholar (however acquired or evidenced) shall, at the option of the Authority, become immediately due and payable and any obligation of the Authority to permit further borrowing under this Note shall immediately cease and terminate. Additionally, the Authority shall have all rights and remedies available at law and equity. A borrower in default or who owes a refund may be subject to garnishment of their pay, loss of a professional license, offset of lottery winnings, and/or offset of a state tax refund. GSFA will notify the borrower that they are in default and GSFA intends to proceed with any of the remedies listed in this subsection. The borrower will be given 60 days from the date of the notification to make the loan current or to put in place a satisfactory payment plan. GSFA shall also advise Scholar's institution that borrower is in default. Upon default, this Scholarship Loan may be reported to national credit reporting agencies and may significantly and adversely affect the Scholar's credit history. This may adversely affect the Scholar's ability to obtain credit in the future.

#### **D. DEFERMENTS AND CANCELLATIONS**

1. **EXEMPTIONS FROM DEFAULT AND DEFERMENT OF REPAYMENT PERIOD:** Notwithstanding anything herein to the contrary, an event of default shall not occur hereunder if Scholar is:

- (a) Engaged in a full-time (12 hours per term) course of study at an institution of higher education; or
- (b) Serving, not in excess of four (4) years, on active duty as a member of the armed services of the United States (including the Coast Guard); or
- (c) Serving as a volunteer in the United States Peace Corps; or
- (d) Temporarily disabled as established by a sworn affidavit of a qualified physician satisfactory to the Authority, in its sole discretion; or
- (e) Unable to secure employment for a period not to exceed twelve (12) months by reason of providing the full-time care required by a disabled child of which Scholar is the legal guardian, Scholar's spouse, or Scholar's parent; or
- (f) Scholar is in the Grace Period. The "Grace Period" is defined as a period in which Scholar is seeking and unable to find a Qualified Position within the twelve (12) months immediately following Scholar's completion of Program.

During the period of a deferment approved by the Authority, Scholar shall not be required to meet the Service Repayment Requirements or Cash Repayment Requirements contained herein and interest will not accrue on the Outstanding Principal Amount. Scholar's Service Repayment Requirements and Cash Repayment Requirements shall not be deferred beyond the expiration or termination of the circumstances upon which the deferment is granted.

2. **EXEMPTIONS FROM DEFAULT AND FORBEARANCE OF REPAYMENT PERIOD:** Notwithstanding anything herein to the contrary, an event of default shall not occur hereunder if Scholar qualifies for a mandatory or discretionary postponement or reduction of payments, not to exceed thirty-six (36) months, as determined by the Authority in accordance with its regulations and policies.

During the period of a forbearance approved by the Authority, Scholar shall not be required to meet the Service or Cash Repayment Requirements contained herein and interest will accrue on the Outstanding Principal Amount. Scholar's Service Repayment Requirements and Cash Repayment Requirements shall not be deferred beyond the expiration or termination of the circumstances upon which the forbearance is granted.

3. **CANCELLATION OF SCHOLAR'S OBLIGATION:** Notwithstanding anything to the contrary herein, the Authority shall cancel and forgive Scholar's service repayment obligations and cash repayment obligations hereunder if it determines:

- (a) 1. On the basis of a sworn affidavit from a qualified physician satisfactory to the Authority in its sole discretion, that due to permanent and total disability, Scholar is unable to perform in a Qualified Position; And
- 2. The scholar will not receive a discharge due to total and permanent disability based on a condition that existed before the scholar applied for that loan, unless a physician certifies that the condition substantially deteriorated after the loan was made such that the scholar is now totally and permanently disabled;
- (b) On the basis of a death certificate or other evidence acceptable to the Authority, that a Scholar is deceased

4. **PROCEDURE TO RECEIVE DEFERMENT, FORBEARANCE OR CANCELLATION OF OBLIGATION:** To obtain either a deferment, forbearance or repayment cancellation as provided for in this Note and in the Regulations, Scholar or the

executor or administrator of Scholar's estate shall notify the Authority in writing and provide supporting documentation as required by federal law, state law or Regulations. Upon receipt of such notice, the Authority will furnish forms that must be completed and returned to the Authority pursuant to the instructions contained therein. The Authority, in its sole discretion, shall determine if Scholar is qualified for the requested deferment, forbearance or repayment cancellation and provide written notice of its decision to Scholar, or Scholar's executor or administrator.

**E. APPEAL OF AUTHORITY'S DECISIONS:** Determination made by the Authority regarding Scholar's compliance with any provision of this Note or the Regulations may be appealed by Scholar by giving notice in writing to the Authority of Scholar's objection to the determination and requesting reconsideration. Any such notice shall specify: (1) the Authority's determination that is being appealed by Scholar; and (2) reasons Scholar believes the determination to be contrary to the provisions of this Note or the Regulations; and (3) must be received by the Authority within thirty (30) days from the date of receipt by Scholar of the determination being appealed. The Authority shall notify Scholar in writing within sixty (60) days from the receipt of the request of the Authority's decision on the appeal. The determination of the Authority on any appeal shall be final, binding, and conclusive.

**F. ANNUAL SCHOLARSHIP LOAN ELIGIBILITY:** To maintain eligibility for receipt of Scholarship Loan, Scholar must certify by annually completing and submitting an application and Note, that Scholar is achieving academic progress, satisfactory to the Authority, in the Program approved by the Authority for Scholar to receive the Scholarship Loan.

### **G. MISCELLANEOUS PROVISIONS**

1. **DEFINITIONS.** All terms not herein defined shall assume the definitions contained in the Regulations.
2. **NON-WAIVER.** The failure at any time of the Authority to exercise any of its options or any other rights hereunder shall not constitute a waiver thereof, nor shall it be a bar to the exercise of any of its options or rights at a later date. All rights and remedies of the Authority shall be cumulative and may be pursued singly, successively or together, at the option of the Authority. The acceptance by the Authority of any partial payment shall not constitute a waiver of any default or of any of the Authority's rights under this Note. No waiver of any of its rights hereunder, and no modification or amendment of this Note, shall be deemed to be made by the Authority unless the same shall be in writing, duly signed on behalf of the Authority; each such waiver shall apply only with respect to the specific instances involved, and shall in no way impair the rights of the Authority's rights or Scholar's obligations to the Authority in any other respect at any other time.
3. **APPLICABLE LAW, VENUE AND JURISDICTION.** This Note and the rights and obligations of Scholar and the Authority shall be governed by and interpreted in accordance with the laws of the State of Georgia. In any litigation in connection with or to enforce this Note, Scholar consents to and confers personal jurisdiction on the courts of the State of Georgia or of the United States located within the State of Georgia and expressly waives any objections to Fulton County being the exclusive venue for enforcement of this Note. Nothing contained herein shall, however, prevent the Authority from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.
4. **PARTIAL INVALIDITY.** The unenforceability or invalidity of any provision herein or the invalidity or unenforceability of any provision of this Note to any person or circumstance shall not affect the enforceability or validity of any other provision or of such provision as it may apply to other persons or circumstances.
5. **BINDING EFFECT.** This Note shall be binding upon and inure to the benefit of Scholar, and the Authority and their respective successors, assigns, heirs and personal representatives, provided, however, that no obligations of Scholar hereunder can be assigned without prior written consent of the Authority.
6. **CONTROLLING DOCUMENT.** To the extent that this Note conflicts with the Regulations or any other document or is in any way incompatible with the Regulations, the Note will control.
7. **CHANGES, MODIFICATIONS, TERMINATIONS.** This Note may not be changed, modified, or terminated, nor may any provision of this Note be waived except by an agreement in writing signed by the parties. No delay or omission by the Authority in exercising any of the Authority's rights shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent or waiver of any right or remedy on any future occasion.
8. **NOTICES.** Scholar shall notify the Authority immediately in writing of any change in Scholar's name, address, telephone number, school of attendance, enrollment status, and employment status. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and hand-delivered or mailed by first class mail to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered on the date of receipt by the party or his/her agent or employee. Rejection or other refusal to accept or inability to deliver because of a change of address without proper notification given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice hereof, any party may at any time change its address for notices hereunder. Scholar understands that the Authority and its agents will contact Scholar regarding the Scholarship Loan or to issue any notices required regarding the Loan via Email, via the email address Scholar provided in his or her Loan application, and Scholar consents to receiving such notices via email. Scholar further understands that Scholar should utilize a personal email address to receive notices regarding the Loan, rather than a school or employer email address to best ensure privacy. Scholar understands that he or



she may opt-out of receiving electronic communications at any time by providing written notice via trackable mail to the Authority. Scholar understands that if he or she opts-out of receiving email notices from the Authority, then Scholar may not receive such notices in a timely manner and Scholar will always be responsible for ensuring that the Scholarship Loan payments are current. Scholar further understands that he or she must notify the Authority in the event that Scholar changes his or her email address and want to receive electronic communications to his or her new email address. Scholar also understands that he or she is responsible for promptly notifying the Authority of any changes to Scholar's email address. Scholar acknowledges that the Authority is not required to respond to or rely upon automatically generated emails indicating that delivery of an email could not be sent due to a change in status of Scholar's email account and that Scholar has sole responsibility for ensuring the Authority has an updated email address. Scholar also acknowledges and agrees that Scholar needs to promptly notify the Authority of changes to his or her mailing address, in the event that it needs to contact Scholar via U.S. mail.

9. **LOAN DISCHARGE LIMITATION.** Scholar acknowledges that this Scholarship Loan is subject to the limitations on discharge ability in bankruptcy contained in the provisions of United States Bankruptcy Code, including, but not limited to, 11 U.S.C. § 523.
10. **GRAMM-LEACH-BLILEY ACT NOTICE.** The Gramm-Leach-Bliley Act (Public Law 106-102) requires that lenders provide certain information to their customers regarding the collection and use of nonpublic personal information. The Authority may disclose nonpublic personal information to third parties only as necessary to process and service Scholar's Loan and as permitted by law. The Authority will not sell or otherwise make available any information about Scholar to any third parties for marketing purposes. The Authority protects the security and confidentiality of nonpublic personal information by implementing the following policies and practices. All physical access to the sites where nonpublic personal information is maintained is controlled and monitored by the Authority. The Authority computer systems offer a high degree of resistance to tampering and circumvention. These systems limit data access to the Authority's staff and contract staff on a "need-to-know" basis, and control individual users' ability to access and alter records within the systems.
11. **CONSENT TO RELEASE OF INFORMATION.** Scholar authorizes the release of information pertinent to this Scholarship Loan (a) to the school; and (b) to members of Scholar's immediate family unless Scholar submits written directions otherwise; and (c) to other organizations to the extent permitted by law (i.e., credit reporting agencies, collection agencies, the Georgia Department of Revenue and others).
12. **CELL PHONE COMMUNICATIONS.** By providing a cell telephone number(s), Scholar authorizes Georgia Student Finance Authority (GSFA) and their respective agents and contractors to contact Scholar via automatic telephone dialing systems or similar device and/or using a prerecorded or artificial voice or message and/or by text message utilizing the telephone number(s) Scholar provides which are associated with any wireless (mobile/cellular) phone or similar device or any type of telephone number regardless of the purpose for the communication. Scholar understands that he or she may revoke his or her consent to be contacted by cell phone in some or all methods by contacting GSFA directly at 770.724.9400. Scholar further understands that automated telephone dialing equipment or an artificial pre-recorded voice message may be used regardless of the type of telephone number Scholar has listed on the Loan Application.

THIS WRITTEN PROMISSORY NOTE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

I HEREBY COVENANT THAT I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND FURTHER COVENANT TO USE ANY AND ALL SCHOLARSHIP LOAN FUNDS AWARDED TO ME FOR MY EDUCATIONAL RELATED EXPENSES ONLY. I UNDERSTAND THAT FAILURE TO DO SO WILL RESULT IN FORFEITURE OF MY SCHOLARSHIP. READ, SIGNED, SEALED, AND DELIVERED BY SCHOLAR WHO ACKNOWLEDGES AND AGREES TO THE TERMS OF THIS PROMISSORYNOTE.

I CERTIFY THAT THE INFORMATION CONTAINED IN THE LOAN APPLICATION IS TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS MADE IN GOOD FAITH. I ACKNOWLEDGE AND AGREE THAT THE AUTHORITY IS RELYING UPON SUCH INFORMATION IN ISSUING THIS LOAN.

I HAVE SIGNED THIS PROMISSORY NOTE UNDER SEAL WITH AN INTENT TO BE BOUND AS OF THE DATE AND YEAR FIRST WRITTEN BELOW.

<b>AUTHORITY</b> Georgia Student Finance Authority 2082 East Exchange Place Tucker, Georgia 30084	<b>SCHOLAR/BORROWER</b> <i>Print your name and permanent street address. No Post Office Boxes.</i>
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\_\_\_\_\_  
Student's Signature (SEAL)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Student's Social Security Number

# FACTS

## WHAT DOES GEORGIA STUDENT FINANCE AUTHORITY DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. When you are <i>no longer</i> a customer, we continue to share your information as described in this notice. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and Transaction History</li> <li>■ Account Balances and Payment History</li> <li>■ Credit History and Account Transactions</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons <b>Georgia Student Finance Authority</b> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Georgia Student Finance Authority share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	No	We Do Not Share
<b>For joint marketing with other financial companies</b>	No	We Do Not Share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We Do Not Share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We Do Not Share
<b>For our affiliates to market to you</b>	No	We Do Not Share
<b>For nonaffiliates to market to you</b>	No	We Do Not Share

What we do	
<b>How does Georgia Student Finance Authority protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Georgia Student Finance Authority collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ give us your Income information</li> <li>■ provide employment information</li> <li>■ provide account information</li> <li>■ give us your contact information</li> <li>■ pay us by check</li> </ul> <p>We also collect your personal information from other companies.</p>
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Georgia Student Finance Authority has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>■ <i>Georgia Student Finance Authority does not share with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ <i>Georgia Student Finance Authority does not jointly market.</i></li> </ul>

## Questions?

Call toll-free 1-888-414-2692 or go to [www.pathways2gsfa.org](http://www.pathways2gsfa.org)